



CITY OF MARSHALL
City Council Meeting
Agenda

Tuesday, December 12, 2023 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Regular Meeting and Work Session on November 28th and the TNT Meeting from December 5th

CONSENT AGENDA

2. Consider Approval of the Red Baron Arena & Expo and Bremer Bank Sponsorship Agreement
3. Consider Approval for the Renewal of an On-Sale Liquor License for The Gym and a 3.2% Off-Sale License for Kwik Trip
4. Consider Approval of a Tobacco License for Kwik Trip
5. Consider Approval of Taxicab License Renewal
6. Consider Resolution for Signage – 1) ADA Parking-Post Office; 2) ADA Parking-Holy Redeemer; 3) No Parking-W Saratoga Street (near S 6th Street)
7. Consider Approval of the 2024 Wage Schedule for Temporary and Seasonal Employees
8. Consider Approval of an Amendment to the Employee Recognition Policy and Service Award Schedule
9. Consider Approval of an Amendment to the Holiday Policy
10. Consider Approval of a Resolution Declaring the Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued for the Aquatic Center
11. Consider Lease Agreement between Vishay Hirel Systems LLC and the City of Marshall
12. Consider Resolution Authorizing Transfer of Funds from Fund 609 to Funds 101 and 481
13. Consider Resolution Approving the Changes for the 2024 Fee Schedule
14. Consider Approval of an Agreement to Contract with Hearing Officers for the Administrative Citation Process
15. Acceptance of Donations Made to the Adult Community Center for FY 2023
16. Acceptance of Donations Made to the Marshall Fire Department for FY 2023
17. Acceptance of Donations Made to the Administration Department for FY 2023
18. Consider Approval of Employee Retirement Resolutions
19. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

20. Jump In, Make A Splash Committee
21. Annual Convention and Visitor Bureau Update and Contract Renewal
22. Project ST-015 / SP 4204-40): 2025 MnDOT College Drive Improvement Project - Consider Resolution for Municipal Consent and Layout Approval
23. Consider Approval of Amendments to the Personnel Policy Manual Relating to Sick Leave Policies
24. Public Use of Cannabinoid Products and Prohibition on Smoking of Cannabinoid and Tobacco Products in City Parks and City Recreational Facilities -Introduction of Ordinance
25. SP 5105-30 TH 59 Detour Agreement – Consider Resolution Authorizing Execution of MnDOT Agreement No. 1055122
26. Project AP-003: Airport Snow Removal Equipment (SRE) Building - Project Update and Authorization to Advertise for Bids
27. Consider Approval of the 5 Year Capital Improvement Plan (CIP)

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.

- [28.](#) Resolution Adopting 2024 Budget
- [29.](#) Consider Resolution Adopting Tax Levy for 2024
- [30.](#) Consider Approval of 2024 Workers Compensation Insurance and Volunteer-Accident Plan
- [31.](#) Consider Appointment to Boards, Commission, Bureaus, and Authorities

COUNCIL REPORTS

- [32.](#) Commission/Board Liaison Reports
- 33. Councilmember Individual Items

STAFF REPORTS

- 34. City Administrator
- 35. Director of Public Works/City Engineer
- 36. City Attorney

ADMINISTRATIVE REPORTS

- [37.](#) Administrative Brief

INFORMATION ONLY

- [38.](#) Project MMU-001: T.H. 23 Watermain Crossing Project – Project Closeout
- [39.](#) Building Permits

MEETINGS

- [40.](#) Upcoming Meetings

ADJOURN



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, December 12, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting and Work Session on November 28th
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meetings held on November 28th be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
WORK SESSION
M I N U T E S
Tuesday, November 28, 2023**

The work session of the Common Council of the City of Marshall was held November 28, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 6:35 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Amanda Schroeder, John Alcorn, James Lozinski and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Eric Luther, Liquor Store Manager; Preston Stensrud, Park and Rec Supervisor; Dean Coudron, Public Ways Supervisor; Dave Parsons, City Assessor and Steven Anderson, City Clerk.

2024 Budget and Levy

Moberg presented the preliminary 2024 budget and property tax levy. Items such as the classification and compensation study in 2022; cost of living allowance adjustments; and 7% health insurance increase were factors impacting the budget and levy that can't be adjusted. The proposed budget does not use reserves to lower the levy and some 2024 budgeted items may not be paid until 2025 or after. An example given was the United Community Action Partnership buses that were ordered but the anticipated arrival date may not be until 2026 because of production delays. Moberg went on to explain that from 2016 to 2024 the average tax capacity increased 3.49% each year for the City of Marshall and the levy increase averaged 5.89% over the same period. Comparably sized cities ranged anywhere from a 5.5% increase in Albert Lea to an 18.0% increase in Worthington. Factoring in the levy increase as well as the increased tax capacity Moberg presented scenarios of a typical residential home in Marshall to show the impact of the overall property tax.

Moberg continued the discussion on the planned bonding for 2024. Major bonding projects included an instrument landing system at the airport, acquisition of Helena Chemical property, South Whitney Street reconstruction and construction of a snow removal equipment building at the airport. Based on the factors presented and debt issued staff recommended that no change occur from the preliminary levy increase of 9.90%. The equipment review committee met to discuss the \$500,000 of capital equipment and recommended to use \$200,000 of American Rescue Plan Act (ARPA) to fulfill the requests. Moberg transitioned to the new regulations that were implemented for the use and reporting of ARPA. New sources of state funding would also become available in the upcoming year or so that could help mitigate some expenses. One of the new aids coming was the Public Safety Aid fund that was to be used exclusively for public safety purposes. This funding helped shift some equipment costs off the current equipment plan, and Director of Public Safety Jim Marshall was looking into other expenditures that could be utilized by the Police Department. Shifting from the budget Moberg explained to the council how the bonds and debt were allocated for the City of Marshall. Councilmember asked Luther and Coudron about the request for additional staff in the Public Ways Department and Liquor Store. Anderson and Coudron showed comparable cities the size of Marshall and miles of street maintained. On average most of the comparable cities utilized 12 staff members for their public ways while Marshall currently uses 8 staff members to maintain a high level of performance to citizens on Marshall. Luther indicated that the liquor store continued to run into issues with part time help during holidays and scheduling around full-time employee vacations and illness. Luther anticipated that an additional full-time employee would elevate the service at Tall Grass Liquor and bring in more profits for the city to employ in other areas.

At 7:47 pm Mayor Byrnes adjourn the meeting.

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, November 28, 2023**

The regular meeting of the Common Council of the City of Marshall was held November 28, 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, Amanda Schroeder, John Alcorn, See Moua-Leske, James Lozinski and Steve Meister. Absent: None. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney (via Zoom); Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Ryan Hoffman, Police Captain; Dave Parsons, City Assessor; Eric Hanson, Assistant City Engineer; Preston Stensrud, Park and Rec Supervisor; Ilya Gutman, Plans Examiner; Lauren Deutz, Economic Development Director; and Steven Anderson, City Clerk.

Mayor Byrnes announced that there is a work session scheduled following the regular city council meeting and that agenda item 13) Project ST-034: Intersection Control Evaluation (ICE) for Intersection of Susan Drive and US 59 Frontage Road – Consider Resolution of Support for LRIP Grant Application would be removed and not discussed.

Consider Approval of the Minutes from the Special Meetings and Regular Meeting on November 14th

There were no amendments to the minutes.

Motion made by Councilmember Lozinski, 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.**

Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - 1) Improvement Hearing; 2) Consider Resolution Ordering Improvement & Preparation of Plans

Anderson opened the public hearing by saying that property owners affected by the project had been notified, according to law, that a hearing would be held on November 28, 2023. The project consisted of reconstruction of the sidewalk, roadways, and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities would be replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in the project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work. The reconstruction project had been discussed at multiple meetings of the PI/T Committee. In addition, City staff invited all property owners in the project area to a project informational meeting that was held on November 9, 2023, in the City Council Chambers. The engineer's estimate for the construction portion of the project was \$2,071,000.00. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs was \$2,403,000.00. All improvements would be assessed according to the current Special Assessment Policy, including, but not limited to, participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Mayor Byrnes opened the public hearing to the audience and Pat Surprenant (400 East Marshall Street) spoke to the council. Mr. Surprenant expressed his concern about the speed of traffic on South Whitney Street and asked for the city to consider methods to slow traffic that could be implemented in the plans of the reconstruction project. Anderson stated that Mr. Surprenant had attended the November 9th input meeting and staff were looking at options that didn't reduce the size of the street. Councilmember Lozinski added that the stop signs on East Marshall Street were regularly ignored. Temporary measures were put into effect by the Marshall Police Department by placing the mobile radar station to remind drivers how fast they are actually going. Anderson also addressed the East Marshall Street issue and engineering staff were looking at changing the stop signs to be on Whitney instead of East Marshall as a form of speed control or turn the intersection into a four-way stop. Councilmember Meister asked how the interest rate is determined for street projects and Moberg responded that the rate was determined by the bond rating plus 2% on whatever rating was assigned by the bank.

Motion made by Councilmember Meister, 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. The motion **Carried. 7-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve Resolution 23-071 Ordering the Improvement and Preparation of Plans for Project ST-012-2024. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Abstaining: Councilmember Lozinski. The motion **Carried. 6-0-1.**

Adoption of Ordinance – Amending Section 86-106 I-1 Limited Industrial District

Ilya Gutman began the public hearing explaining that the new comprehensive plan introduced a new land use, Commercial/Industrial mix use, with the intent to allow both commercial and light industrial uses. At the time the mixed-use district ordinance with associated requirements had not been developed yet. However, the current I-1 Limited industrial district description will serve as the basis for the new district requirements. Based on potential economic development in an area marked as Commercial/industrial use on the Land use map, a rezoning has become necessary. The most reasonable way was to rezone the proposed area to an I-1 limited industrial district, while also adding an office use to this district, in line with the future Commercial/Industrial zoning district. At the meeting on October 31, 2023, the Legislative and Ordinance Committee voted to recommend to council the approval of revisions to Section 86-106 I-1 Limited Industrial District. Councilmember Schroeder stated that the Planning Commission didn't foresee any issues with the rezone and believed the rezone made sense for the project area.

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

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to adopt Ordinance 23-027 Amending Chapter 86 Section 106 I-1 Limited Industrial District. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Approval of the Consent Agenda

There were no requests to remove an item from the consent agenda for further discussion.

- Consider Resolution Accepting Jonathan Monterroso as a Member of the PERA Public Employees Police and Fire Plan
- Consider Approval of the Joint Powers Agreement for the Drug Task Force
- Consider Approval of a Liquor License Annual Renewal for El Rancho and Brau Brothers
- Consider Approval of an Off-Sale 3.2% Malt Liquor License for Family Dollar
- Consider Authorization to Declare Vehicle as Surplus Property for the Marshall Police Department
- Consider Approval of the Bills/Project Payments

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

Call for a Public Hearing Regarding Proposed Property Tax Abatement for Rebound Partners

Lauren Deutz said that a commercial tax abatement request was received from Rebound Partners to build a Hampton Inn at 1610 Commencement Blvd which is adjacent to the Red Baron Arena and Expo Center. Rebound Partners are a Northfield Minnesota based developer. The developer had requested tax abatement up to 15 years with annual

decreases over the abatement period. The EDA board reviewed the application at their last meeting and have a recommendation but were awaiting more financial information from the developer.

Motion made by Councilmember Schroeder, Seconded by Councilmember Meister to call for a public hearing regarding the proposed property tax abatement for Rebound Partners. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Abstaining: Councilmember Lozinski. The motion **Carried. 6-0-1.**

Adoption of Ordinance – Rezone property at 100 through 120 London Road from R-1 One Family Residence District to I-1 Limited Industrial District

Gutman informed the council that this was a request by the City of Marshall to rezone the area at 100 through 120 London Road from an R-1 One Family Residence District to a I-1 Limited Industrial District for the future development of the proposed Southwest West Central Cooperative commercial building project that was presented at the November 14th meeting. The adoption of this ordinance is related to the adoption of Ordinance 23-027 that was approved at the public hearing earlier during the meeting. Councilmember Schroeder said that one citizen appeared at the public hearing held by the Planning Commission and was concerned about additional traffic.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to adopt Ordinance 23-026 Rezoning 100 through 120 London Road from R-1 One Family Residence District to I-1 Limited Industrial District. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to publish a summary of Ordinance 23-026. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-008 / SAP No. 139-121-004: Channel Parkway Pavement Replacement Project - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request (No. 2)

Anderson detailed that the project consisted of 3” mill of existing bituminous pavement and replacement with 3” new bituminous pavement, spot replacement of curb and gutter, and ADA pedestrian ramps along Channel Parkway. The items on Change Order No. 2 (Final Reconciling Change Order) for the project are the result of final measurements and changes of item quantities during construction. All work had been completed in accordance with the specifications. Final Pay Request (No. 2) was the amount of \$133,743.89. Change Order No. 2 (Final) resulted in a contract increase in the amount of \$31,087.75. The final contract amount was \$1,398,094.38. The original contract amount was \$1,374,151.96. The final calculations result in a total contract net increase of \$23,942.42 or 1.74%. This project was financed in part by a \$1,250,000 State Local Road Improvement Program (LRIP) grant, with the remaining costs being paid by Municipal State Aid funds. Councilmember Lozinski requested Anderson to briefly explain the change order policy of the city. Anderson stated that a policy was put into place to ensure projects keep on pace and allowed up to 5% overage on the contract amount.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve Change Order No. 2 (Final) and acknowledge Final Pay Request (No. 2). Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-034: Intersection Control Evaluation (ICE) for Intersection of Susan Drive and US 59 Frontage Road – Consider Resolution of Support for LRIP Grant Application

This item was removed from the agenda and not discussed.

Consider a Resolution to Accept the Results of the Special Election Held on November 7, 2023

Sharon Hanson explained that Minnesota Statutes Section 297A.99 specifically outlined the process for approving a sales tax, which included the city conducting a referendum during a general election within two years of receiving legislative authority for the local sales tax. The referendum must include separate questions for each project, and the ballot questions approved by voters may be funded by the sales tax. On November 7, 2023, the voters approved by 66.44% the ballot question authorizing the City of Marshall to (a) extend the sales and use tax of one-half of one percent (.50%) for the purpose of paying the costs of collecting and administering the tax and paying for the construction of a new municipal aquatic center in the City, plus associated bonding costs, including interest on any bonds; and (b) issue its general obligation bonds in an aggregate principal amount not to exceed \$18,370,000, plus the cost of issuing the bonds, including interest on the bonds to finance the construction of the aquatic center. As part of the process of implementing the general local sales tax extension that was approved by the special election on November 7, 2023, a resolution accepting the results was needed. The proposed resolution along with the ordinance in the next item need to be submitted to the Minnesota Department of Revenue and the Minnesota Secretary of State.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve Resolution 23-073 Certifying Results of the November 7, 2023, Special Election. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Adoption of Ordinance Amending the City's Existing Ordinance No. 667, Second Series to Provide for Extension of the Sales Tax

The next step under the statutes required the city to pass an ordinance imposing the tax, after which the city will notify the Commissioner of Revenue of the tax. The Canvassing Board met on November 14, 2023, to certify the final results from the special election held on November 7, 2023, and the council just approved Resolution 23-073 certifying the results.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve Ordinance 23-025 amending Chapter 70 Taxation to Allow the Additional Use and Extension of the Sales Tax and publication of the summary ordinance. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Agreement to Grant the City a License to Use the Parking Facility for Public Parking and Access to the Future Marshall Aquatic Center

The City of Marshall and Schwan's had previously discussed using Schwan's owned parking lot for the future Marshall Aquatic Center. The agreement grants to the City the non-exclusive use of the Parking Facility to provide for public parking and access to the future Marshall Aquatic Center, but for no other purpose, except with the express written consent of Schwan's. Use of the said parking facilities shall be permitted for all hours, including overnight, with occasional restrictions prohibiting parking for periods of time exceeding 24 consecutive hours. That said public purpose shall continue indefinitely into the future. The use license with respect to real estate upon which the Aquatic Center will be located, is a privilege to go with the Parking Facility, thus there is no cost to the City, excluding routine maintenance. Councilmember Moua-Leske questioned if the annual Sounds of Summer event would still be able to be held at the parking facility. Hanson stated that Sounds of Summer Board would still need to annually ask permission from Schwan's to use the parking facility.

Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to approve the agreement with Schwan's Shared Services LLC for the license to use the Parking Facility for public parking and access to the future Marshall Aquatic Center. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Commission/Board Liaison Reports

Brynes	No report.
Schafer	No report.
Meister	No report.
Schroeder	EDA discussed the Main Street revitalization grants and recipients should be notified and receive funds soon. Marshalls in Marshall were in final negotiations to sign a contract and begin development.
Alcorn	MMU discussed their preliminary budget and anticipate final approval at the next meeting.
Moua-Leske	No report.
Lozinski	No report.

Councilmember Individual Items

Councilmember Schafer brought up a citizen request to establish a quiet zone through Marshall at least during the evening hours. Under the Train Horn Rule (49 CFR Part 222, issued on August 17, 2006), locomotive engineers must begin to sound train horns at least 15 seconds, and no more than 20 seconds, in advance of all public grade crossings. Anderson said he had discussed quiet zones with BNSF before and a study would be required to identify improvements at crossings. Anderson estimated the cost to be roughly \$50,000 and the public works department could look into various grants. Schafer also mentioned that citizens should be more aware of their trash pickup policy with their local refuse hauler and can't just leave items on the curb expecting them to be hauled away.

Councilmember Lozinski requested citizens to pick up after their animals when out in the public and be respectful of your fellow citizens.

City Administrator

Hanson spoke about the quiet zone and that city staff intends to look into the process with the Federal Railroad Administration.

Director of Public Works/City Engineer

The Redwood River One Watershed Planning group would be meeting on December 8th and someone from the engineering department would be attending on the 8th and any future meetings.

City Attorney

No report.

Information Only

There were no questions on the Information Only Items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjourn

At 6:13 pm Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

CITY OF MARSHALL
TRUTH IN TAXATION SPECIAL MEETING
M I N U T E S
Tuesday, December 05, 2023

The Truth in Taxation special meeting of the Common Council of the City of Marshall was held December 5, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 6:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Amanda Schroeder, and James Lozinski. Absent: John Alcorn and See Moua-Leske. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Dave Parsons, City Assessor and Steven Anderson, City Clerk.

Truth-in-Taxation Public Meeting

Mayor Byrnes explained the purpose of the Truth in Taxation (TNT) meeting and how it was an avenue for the city to explain the proposed budget and proposed tax levy for 2024 and to obtain public feedback on the proposed budget. The TNT meeting was not the venue for values, the appropriate meeting for that would have been the local board of appeal and equalization that had taken place in the spring and can no longer be changed at this point.

Director of Administrative Services E.J. Moberg gave a presentation on the proposed budget and proposed tax levy for 2024. Moberg explained the various items that impacted the budget such as the classification and compensation study and debt service fund items from various street projects. At the August 29th work session staff originally proposed a budget of 13.63% and were asked by the city council to reduce the budget below a two-digit increase. At the September 13th meeting staff brought the budget increase down to 9.90%. Moberg showed comparative cities around the state for adopted levy increases with Albert Lea being the lowest at 5.5% and Worthington at the top end with an 18.0% levy increase. Staff recommended a levy increase of 9.90% to be brought forward for final approval at the December 12th city council regular meeting.

Mayor Byrnes opened the meeting up for public feedback. Four members of the community were present and asked various questions regarding market values. Parsons reiterated that the TNT meeting was regarding budgets, but he would be welcome to talk to the citizens about market values after the meeting. Citizens commented on the homestead exclusion to which Parsons mentioned that in payable 2025 the legislature had finally made some adjustments to the base and top end values but have not actually adjusted the formula. Councilmembers brought up that many of the concerns being heard need to be addressed at the state level and that citizens need to make their voices heard to legislators to have changes made. A couple of the citizens in the gallery commented on the equipment being used by the city. Councilmember informed the audience that a lot of the frequently used, high hour machinery was actually on lease programs to rotate the equipment out every few years instead of paying the outright cost. Which also worked in favor of the dealership who were able to obtain equipment at a government discount and resell with relatively low overhead.

Adjourn

At 6:57 PM Motion by Councilmember Schroeder, Seconded by Councilmember Meister to adjourn the meeting. All voted in favor.

Attest:

City Clerk

Mayor



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Cassi Weiss
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of the Red Baron Arena & Expo and Bremer Bank Sponsorship Agreement
Background Information:	Bremer Bank wishes to be a sponsor for the Red Baron Arena & Expo that will have advertisement on the videoboard, dasher board, within the ice of the main arena and on various signage throughout the facility.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the Sponsorship Agreement with Bremer Bank.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is entered into as of January 1st 2024 (the "Effective Date") by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the "City"), and Bremer Bank, National Association, (the "Sponsor," and together with the City, the "Parties").

RECITALS

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

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

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

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

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

1. GRANT OF RIGHTS.

As consideration for the Sponsorship Rights, as such term is defined in Exhibit A, the City hereby grants the Sponsor the rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property.

2. SPONSORSHIP FEE.

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

3. TERM.

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated, in accordance with the provisions of Section 4(B) of this Agreement (the "Term"). On or before **November 30th** of each year, City and Sponsor shall meet at a mutually agreeable time about the Term of the contract.

4. SPONSORSHIP RENEWAL AND TERMINATION.

(A) SPONSORSHIP RENEWAL.

The Sponsor shall have the right of first negotiation to negotiate a two (2) year renewal of the Sponsorship Rights at completion of the Term. The City shall negotiate exclusively with the Sponsor for a period of one hundred eighty (180) days prior to the expiration of the Term with respect to the terms and conditions of the Sponsorship Rights for the next offering from the City.

(B) TERMINATION.

This Agreement may be terminated:

- (i.) By either party for a material breach of any provision of this Agreement by the other party, if the other party's material breach is not cured within thirty (90) days of receipt of written notice thereof.
- (ii.) By either party, for failure to comply with Section 7 of this Agreement by the other party, if the other party's failure to comply is not cured within thirty (90) days of receipt of written notice thereof.
- (iii.) By either party at any time and on provision of written notice, if any of the other party's representations and warranties under this Agreement prove to be inaccurate in any material respects.
- (iv.) By either party at any time and on provision of written notice, if the other party is convicted of any crime or offense, or is guilty of serious misconduct in connection with performance under this Agreement.
- (v.) By Either Party at any time without cause if either party deems continuation of this agreement is not in said party's best business interest. Termination without cause requires 60 days written notice to non terminating party before termination becomes effective.

5. RESPONSIBILITIES.

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

- (i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.
- (ii) Organize, produce, and supervise events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
- (iii) Make all arrangements for the use of the venue, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.
- (iv) Deliver the Property Trademarks (as defined in Section 7(B) below) to the Sponsor within thirty (30) days of the Effective Date, and within thirty (30) days of any subsequent revision of the Property Trademarks.
- (v) Provide adequate professional security for the Events and take reasonable steps to ensure the safety of all workers, volunteers, and persons attending the Events.
- (vi) Use best efforts to obtain appropriate media coverage of the Property.
- (vii) Use best efforts to promote the Property and maximize attendance.

(viii) Provide a written report each calendar year summarizing the Events and other activity at the Property in the preceding calendar year, including (to the extent known) Event attendance, dates and placement history for Sponsor advertisements played, as well as a summary of promotional efforts related to the Property.

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

- (i) Provide all assistance and cooperation to the City that is necessary in connection with the Sponsorship Rights.
- (ii) Deliver the Sponsor Trademarks (as defined in Section 7(A) below) to the City within thirty (30) days of the Effective Date.

6. PARTIES' REPRESENTATIONS AND WARRANTIES.

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

- (i) Each party has full power, authority, and right to perform its obligations under the Agreement.
- (ii) This Agreement is a legal, valid, and binding obligation of each party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- (iii) Entering into this Agreement will not violate the charter or bylaws of either party or any material contract to which that party is obligated.

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

- (i) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
- (ii) The City shall notify the Sponsor of any changes or circumstances that would materially impact the Property or the exercise of Sponsorship Rights at least ninety (90) days before implementing such changes, or as soon as reasonably possible, if any such changes or circumstances are not capable of 90-day notice.
- (iii) The obligations required by this Agreement shall be performed by the City the City's staff or such operational or management resources the City may engage as provided by Section 15., and the Sponsor will not be required to hire, supervise, or pay any individual or entity to help or to enable the City perform such obligations. Sponsor will have no obligations as an operator, employer, manager or other decision-maker with respect to the Property, and neither the City nor its employees nor any contractors will be entitled to receive any benefits which employees of Sponsor are entitled to receive, nor will the City, its employees or any contractors be entitled to receive from or through Sponsor workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, other benefits or Social

Security on account of this Agreement. City specifically assumes responsibility to determine its workers' eligibility for coverage under the Patient Protection and Affordable Care Act.

- (C) The Sponsor hereby represents and warrants as follows:
- (i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.
 - (ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

7. TRADEMARKS.

(A) Sponsor Trademarks.

- (i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a "**Sponsor Trademark**" and collectively, the "**Sponsor Trademarks**") strictly in connection with the promotion and advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term(s). The City agrees to obtain the prior consent of the Sponsor before each use, display, or reproduction of the Sponsor Trademarks.
- (ii) Ownership. All Sponsor Trademarks provided, leased, or licensed to the City in connection with the Property are the Sponsor's sole property, and the City has no ownership or other intellectual property rights in or to such items, except for the limited license granted in Section 7 (A) (i).
- (iii) No Infringement. The Sponsor represents and warrants to the City and unconditionally guarantees that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use each of these elements.

(B) Property Trademarks.

- (i) License. The City hereby grants the Sponsor a non-exclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a "**Property Trademark**" and collectively, the "**Property Trademarks**") only in connection with the promotion and advertisement of the Sponsor's products and services during the Term and any Renewal Term. The Sponsor agrees to obtain the consent of the City before each use, display, and reproduction of the Property Trademarks.
- (ii) Ownership. All Property Trademarks provided, leased, or licensed to the Sponsor in connection with Events are the City's sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items, except for the limited license granted in Section 7 (B) (i).
- (iii) No Infringement. The City represents and warrants to the Sponsor and unconditionally guarantees that all of the Property Trademarks are owned

by the City or that the City has permission from the rightful owner to use (and to permit Sponsor to use) each of these elements as provided by this Agreement.

8. EVENT MERCHANDISE.

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

9. INDEMNIFICATION.

- (A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall indemnify, defend and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, (collectively, the "Claims") that any of them may suffer from or incur and that arise from or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City's breach of any of its obligations, agreements, or duties under this Agreement, or (iii) Claims for bodily injury, death, or property damage or loss, but in each case only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.
- (B) Of City by Sponsor. Subject to limits applicable under Minnesota law, the Sponsor shall indemnify, defend and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise from or result primarily from any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or the Sponsor's breach of any of its obligations, agreements, or duties under this Agreement.

10. INSURANCE.

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

11. FORCE MAJUERE

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

12. CONFIDENTIALITY.

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

13. NATURE OF RELATIONSHIP; NO THIRD PARTY BENEFICIARIES.

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

14. AMENDMENTS.

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

15. ASSIGNMENT.

Neither party may, without the prior written consent of the other party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor may assign this Agreement to a purchaser of all or substantially all of the Sponsor's assets or to a Sponsor affiliate, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the operational and management duties of the Property to a third party provider in whole or in part, subject to the terms and conditions of this Sponsorship Agreement.

16. SUCCESSORS AND ASSIGNS.

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

17. NO IMPLIED WAIVER.

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

18. NOTICE.

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

If to the Sponsor:

Bremer Bank, National Association
Attn: Chad Drake
208 E. College Dr.
Marshall, MN 56258

If to the City:

City of Marshall
ATTN: Sharon Hanson, City Administrator
344 W. Main St.
Marshall, MN 56258

19. GOVERNING LAW.

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

20. COUNTERPARTS/ELECTRONIC SIGNATURES.

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

21. SEVERABILITY.

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

23. DATA PRACTICES.

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by Chapter 13 of Minnesota Statutes, or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

24. AUDIT

Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit -in -progress needs a longer retention time.

25. ANTI-DISCRIMINATION

The provisions of Minnesota Statutes Section 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

26. ENTIRE AGREEMENT.

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

27. HEADINGS.

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

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

SPONSOR

BREMER BANK, National Association

By: *Chad Drake*
Name: *Chad Drake*
Title: *Market President*

CITY

CITY OF MARSHALL

By:
Name:
Title:

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

1. SPONSORSHIP RIGHTS.

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

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

- 1) Videoboard Sponsorship. The 13' 8" x 25' videoboard located in the main arena, and all other display screens configured for simultaneous broadcast of the main videoboard content, will feature video spots at City-run Events. Ten and thirty-second advertisement will be included for Sponsor, and played at such times during the Events as to maximize exposure to attendees.
- 2) Dasher Board. Sponsor shall receive one (1) dasher board sign in the main arena and one (1) dasher board sign in rink 2. Dasher board signage to be developed pursuant to logo provided by Sponsor, and will be positioned at such prominent locations in the rinks as the Parties may agree.
- 3) In-Ice Logo. Sponsor shall receive one in-ice logo in the main arena, with size and location on the ice as the Parties may agree. Logo is to be provided by Sponsor.
- 4) Signage. Sponsor retains priority signage located within the facility upon entrance of the Main Rink

Generally, the City shall make reasonable effort to ensure that Sponsor's logo is not placed next to the name, logo or signage of any other financial institution (e.g., bank, credit union, savings and loan), insurance agent or carrier, or financial services firm (each a "**Competitor**"), unless Sponsor specifically approves in advance. Additionally, the City will make reasonable effort to ensure that Sponsor ads will not be run immediately before or after the ad of any Competitor.

Sponsor may refer to itself in media campaigns, including written, audio or visual materials, as "Official Sponsor" or "Founding Sponsor" of the Red Baron™ Arena & Expo, or such other designations as the Parties may agree from time to time.

2. SPONSORSHIP FEE.

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to pay the City the amount of Two Thousand and no/100 Dollars (\$2,000.00) (the "Sponsorship Fee") as follows:

(A) Sponsorship Funding. Sponsor shall pay the sum of \$2,000.00 for this exclusive sponsorship agreement. Payment to be made to City of Marshall prior to January 15th 2024

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for the Renewal of an On-Sale Liquor License for The Gym and a 3.2% Off-Sale License for Kwik Trip
Background Information:	<p>Under Minnesota Statute 340A Liquor, Wine, Club and 3.2% licenses are issued by local municipalities but still require MN DPS Alcohol & Gambling Enforcement Division approval.</p> <p>Attached are the licenses being requested for issuance.</p> <p>All forms and documents have been reviewed and found to be in good standing.</p> <p>Licenses cover a period from January 1 – December 31, 2024.</p>
Fiscal Impact:	\$3,200.00 for on-sale and \$90 for 3.2% off-sale
Alternative/Variations:	
Recommendations:	To approve the annual license renewal for The Gym and new off sale for Kwik Trip in 2024.

City of Marshall, Minnesota

Combined On-Sale & Sunday Liquor

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO
AJ's Family Arcade Inc dba
The Gym of Marshall,

For an **Combined On-Sale & Sunday Liquor License** at **900 Clarice Ave.**
from **January 1, 2024 - December 31, 2024**, subject

to the provisions of the Ordinances of the City of Marshall governing such license.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **December 12, 2023**

Mayor

Attest:

City Clerk

(Seal)

City of Marshall, Minnesota

3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

Kwik Trip, Inc dba

Kwik Trip #1255,

For an **3.2% Off-Sale License** at **1001 E. College Dr.**
from **January 1, 2024 - December 31, 2024**, subject

to the provisions of the Ordinances of the City of Marshall governing such license.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **December 12, 2023**

Mayor

Attest:

City Clerk

(Seal)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a Tobacco License for Kwik Trip
Background Information:	<p>Kwik Trip Inc has requested a tobacco license to make retail sales of cigarette and other tobacco products at their new store location at 1001 E. College Dr.</p> <p>Under City Ordinance Chapter 42, Article 42 VI – Tobacco, all required forms and insurance have been submitted, reviewed, and be found to be correct.</p>
Fiscal Impact:	\$150.00/application
Alternative/ Variations:	None recommended.
Recommendations:	To approve the new tobacco license for Kwik Trip for retail sales of tobacco products.

No. T24011



City of Marshall, Minnesota

~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota
County of Lyon
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **Kwik Trip** to sell cigarettes and other tobacco products at **1001 E. College Dr.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1st** day of **January 2024**, subject to the laws of the

State of Minnesota and the ordinances and regulations of said City of Marshall

pertaining thereto.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL
Marshall, Minnesota, **December 12, 2023**

Attest:

THE COMMON COUNCIL
of the CITY OF MARSHALL

City Clerk

By _____
Mayor

(Seal)



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of Taxicab License Renewal
Background Information:	<p>All taxicab licenses are approved to expire each calendar year. All 2023 taxicab licenses will expire at midnight, December 31, 2023.</p> <p>All required forms have been reviewed and deemed to be sufficient.</p>
Fiscal Impact:	\$100 per application + \$25 per additional vehicle
Alternative/ Variations:	
Recommendations:	To approve the renewal of a taxicab license for 2024 for Marshall Taxi LLC.

City of Marshall, Minnesota

Taxicab

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

DownTown DD dba

Marshall Taxi,

For a **Taxicab License**

from **January 1, 2024 - December 31, 2024**, subject

to the provisions of the Ordinances of the City of Marshall governing such license.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **December 12, 2023**

(SEAL)

Mayor

Attest:

City Clerk

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Consider Resolution for Signage – 1) ADA Parking-Post Office; 2) ADA Parking-Holy Redeemer; 3) No Parking-W Saratoga Street (near S 6 th Street)
Background Information:	<p>1. <u>Marshall Post Office</u>: City staff and Council have received requests from the Marshall Post Office for an ADA parking stall to be placed closer to the Post Office. The current street striping has three ADA stalls located within 150-FT of the Post Office. Two are located on W Lyon Street near the Cornerstone Church entrance and one is located directly across the street from the Post Office on N 3rd Street.</p> <p>Prior to the reconstruction of W Lyon Street in 2023, there was an ADA stall right by the Post Office and an ADA stall right by the Cornerstone Church on W Lyon Street. With the reconstruction project the two ADA stalls were combined in the interest of preserving as much parking on this block of W Lyon Street as possible. Parking availability was a consistent message from the Downtown Business Association. Combining the ADA stalls and creating one ramp location and one hatched area on the street helped to reduce the negative impact to parking on this block.</p> <p>In response to the request, City staff has identified a parallel parking stall that is located on the corner of N 3rd Street and W Lyon Street, right next to the Post Office, that could be considered for signing and striping as an additional ADA stall.</p> <p>Included in the packet are the striping sheets from the project plans. On these plan sheets we’ve noted the location of the proposed additional ADA parking stall.</p> <p>At their meeting on November 28, 2023, the Public Improvement/Transportation Committee unanimously approved the motion to recommend to the City Council the approval of the request to add an additional ADA parking stall at the corner of North 3rd Street and West Lyon Street as presented.</p> <p>2. <u>Holy Redeemer</u>: City Staff have received a request from The Catholic Church of the Holy Redeemer for an ADA parking stall to be installed at around the new pedestrian ramp that was installed on W. Lyon Street. Included in the packet is an exhibit showing the location of the request.</p> <p>At their meeting on November 28, 2023, the Public Improvement/Transportation Committee unanimously approved the motion to recommend to the City Council the approval of the request to add an additional ADA parking stall at the newly constructed ramp on West Lyon Street as presented.</p>

	<p>3. <u>West Saratoga Street (near S 6th Street)</u>: West Saratoga Street and South 6th Street are frequently used for a detour route for downtown events. This creates numerous times a year where significant truck traffic is expected to negotiate this intersection. Traffic movements are hampered by the significant amount of on-street parking around this intersection. With Turkey Valley Farms nearby, there is a lot of on-street parking that blocks adequate sight at this intersection. In addition to the area being constrained during detours, we also have received complaints from drivers in this area about the parked vehicles blocking sight lines. Staff is proposing to sign “No Parking” around this intersection as identified in the included exhibit. Included in the packet is an exhibit showing the location of the request.</p> <p>At their meeting on November 28, 2023, the Public Improvement/Transportation Committee unanimously approved the motion to recommend to the City Council the approval of the request for the installation of “No Parking” signs as presented.</p>
Fiscal Impact:	
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>that the Council adopt RESOLUTION 23-075, which is the “Resolution Providing for Signage” as follows:</p> <ol style="list-style-type: none"> 1. Marshall Post Office – Add an additional ADA parking stall at the corner of N 3rd Street and West Lyon Street as shown on the attached map. 2. Holy Redeemer - Add an additional ADA parking stall at the newly constructed ramp on West Lyon Street as shown on the attached map. 3. West Saratoga Street (near S 6th Street) – Installation of “No Parking” signs as shown on the attached map.

RESOLUTION NUMBER 23-075

**RESOLUTION PROVIDING FOR SIGNAGE
IN THE CITY OF MARSHALL**

WHEREAS, City Code Sec. 74-26 provides for traffic control devices and markings; and,

WHEREAS, Sec. 74-26 of the City Code states:

“No device, sign or signal shall be erected or maintained for traffic or parking control unless the council shall first have approved and directed the same, except as otherwise provided in this section;”

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MARSHALL, MINNESOTA, that the Public Works Department cause such signs to be installed as designated below and shown on the attached map:

1. Install an ADA parking stall by the Post Office on N 3rd Street at the West Lyon Street intersection, as shown on the attached map.
2. Install an additional ADA parking stall at the newly constructed ramp adjacent to Holy Redeemer Church on West Lyon Street, approximately 200-FT northwest of the intersection of W. Lyon Street and N. 5th Street, as shown on the attached map.
3. Installation of “No Parking” signs on W. Saratoga Street from the intersection with S. 6th Street to a point 40-FT southeast and on S. 6th Street from the intersection with W. Saratoga Street to a point 30-FT southwest, as shown on the attached map.

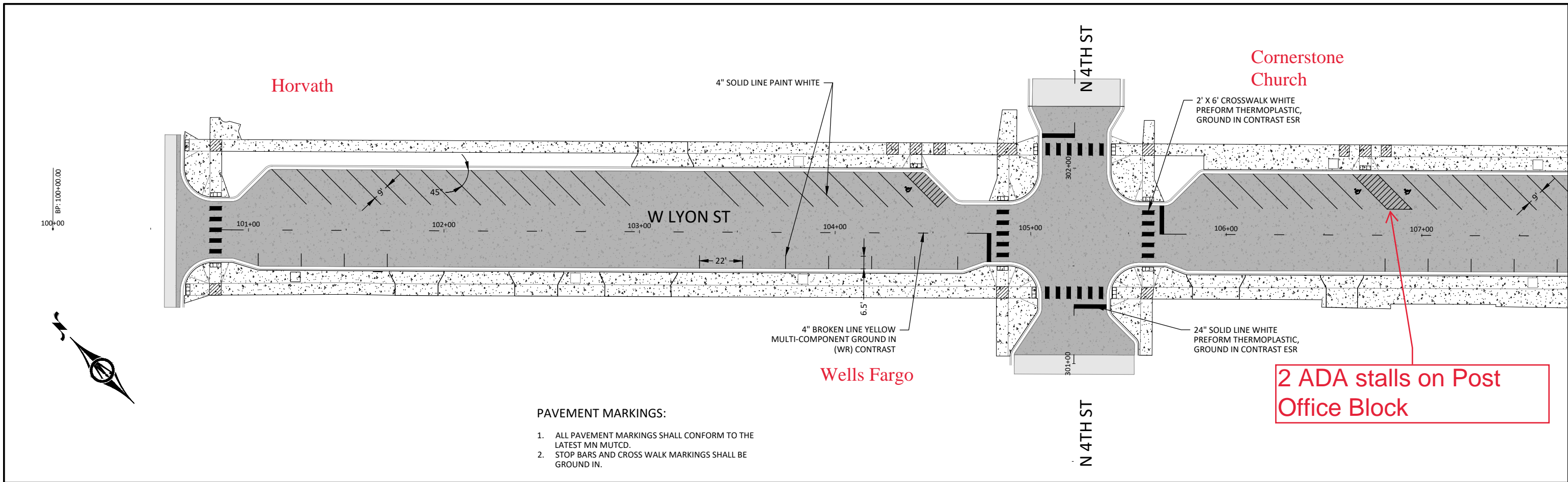
Passed and adopted by the Common Council this 12th day of December, 2023.

ATTEST:

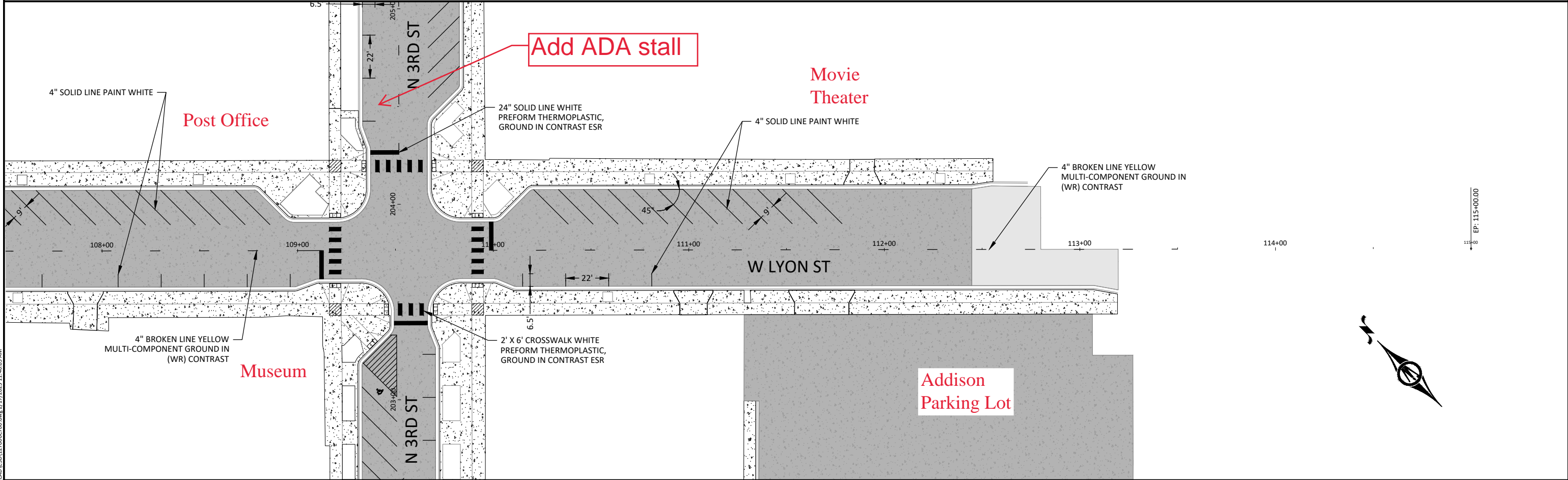
City Clerk

Mayor of the City of Marshall, MN

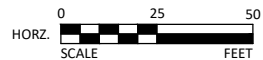
This Instrument Drafted By:
Jason R. Anderson
Director of Public Works/City Engineer



- PAVEMENT MARKINGS:**
1. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST MN MUTCD.
 2. STOP BARS AND CROSS WALK MARKINGS SHALL BE GROUND IN.



Item 6.



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

Joshua G. Stier
 JOSHUA G. STIER
 LIC. NO. 54171 DATE 02/14/2023



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



DESIGNED	NO.	ISSUED FOR	DATE
DRAWN			
CHECKED			
CLIENT PROJ. NO.	OW1-127006		

CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 STRIPING PLAN
 WEST LYON STREET

SHEET

Page 33

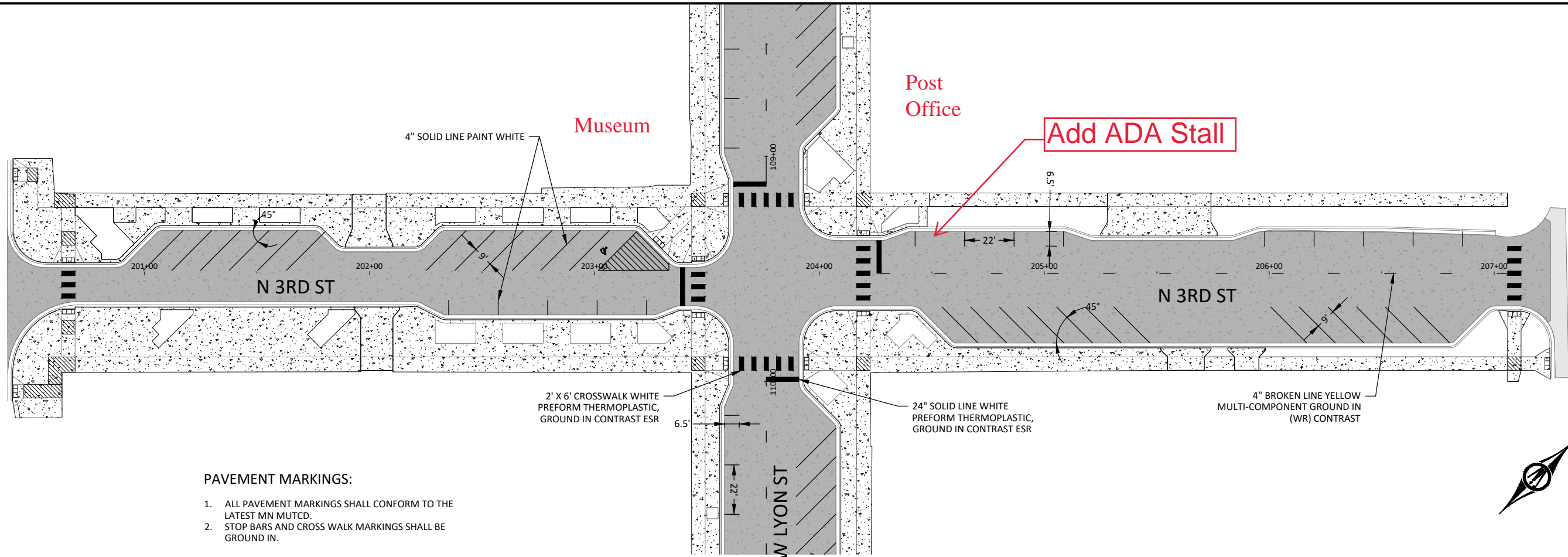
m, Inc. 2023. All Rights Reserved
 127006-001-03-D-17-2023-02-28.dwg 2/17/2023 11:46:05 AM

W MAIN ST (TH 59)

W REDWOOD ST

BP: 200+00.00
200+00

EP: 207+50.00



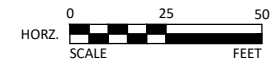
PAVEMENT MARKINGS:

1. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST MN MUTCD.
2. STOP BARS AND CROSS WALK MARKINGS SHALL BE GROUND IN.



12/12/2023 11:46:07 AM

Item 6.



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

Joshua G. Stier
 JOSHUA G. STIER
 LIC. NO. 54171 DATE 02/14/2023



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



DESIGNED	NO.	ISSUED FOR	DATE
DRAWN			
CHECKED			
CLIENT PROJ. NO.	OW1.127006		

CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 STRIPING PLAN
 NORTH 3RD STREET

SHEET
 Page 34



The Catholic Church of the Holy Redeemer

No Scale



Approximate location of handicap stall location

New Pedestrian Ramp

W Lyon Street

MARSHALL

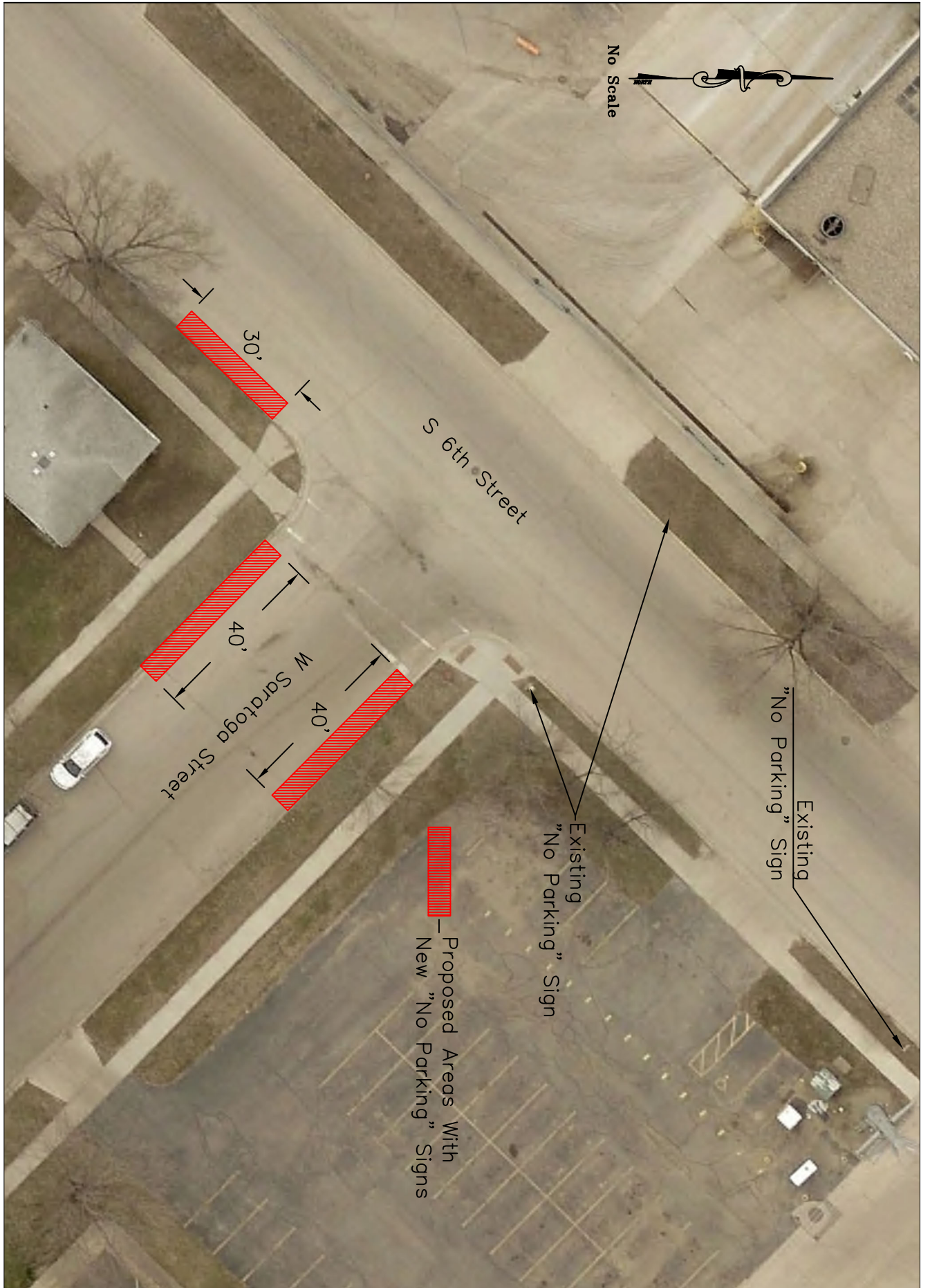
ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

ADA PARKING

THE CATHOLIC CHURCH OF THE HOLY REDEEMER

DATE: 11/23
 SHEET NO: 1

Item 6.



No Scale



S 6th Street

W Saratoga Street

30'

40'

40'

Proposed Areas With
New "No Parking" Signs

Existing
"No Parking" Sign

Existing
"No Parking" Sign

MARSHALL

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

NO PARKING
S 6TH STREET AND W SARATOGA STREET

DATE 11/2
SHEET # 1

Item 6.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the 2024 wage schedule for temporary and seasonal employees
Background Information:	<p>On an annual basis, the Council reviews the wage schedule for temporary/seasonal employees.</p> <p>The Personnel Committee met on December 5, 2023 and recommended approval of the changes.</p> <p>Attached is a redlined wage schedule for your consideration. These amendments would be effective 01/01/2024. Amendments are proposed for the following titles:</p> <ul style="list-style-type: none"> Building Custodian Building Inspector Cable Access Worker (<i>title change only</i>) Engineering Aid Maintenance Worker (a CDL is required for this position) Office Assistant Public Ways Worker
Fiscal Impact:	All positions are temporary positions---department supervisors will manage employee hours to stay within budget parameters.
Alternative/ Variations:	None recommended.
Recommendations:	That the Council approve the 2024 wage schedule for temporary and seasonal employees

CITY OF MARSHALL 2024 WAGE SCHEDULE--Temporary/Seasonal Employees

Item 7.

ASSIGNATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
7th/8th Grade Baseball/Softball Coach	1,000.00	1,200.00	1,400.00	1,600.00	1,800.00		
7th/8th Grade Tackle Football Coach	1,000.00	1,200.00	1,400.00	1,600.00	1,800.00		
After School Program Instructor	14.00	15.00	16.00	17.00	18.00	19.00	20.00
After School Program Helper	11.00	11.50	12.00	12.50	13.00	13.50	14.00
Appraiser	20.13	21.47	22.81	24.16	25.50	26.84	
Audio/Video Support Technician	90.00	11.25	11.50	11.75	12.00	12.25	12.50
Band Director (paid per season)	1,000.00	1,000.00	1,100.00	1,200.00	1,300.00	1,400.00	1,500.00
Bike Patrol	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Building Custodian	41.29	42.04	42.79	43.55	44.30	45.05	
Building Custodian	15.00	16.00	17.00	18.00	19.00	20.00	21.00
Building Inspector	22.00	22.50	23.00	23.50	24.00	24.50	25.00
Building Inspector	23.00	23.50	24.00	24.50	25.00	25.50	26.00
Cable-Access-Worker	11.50	12.50	13.50	14.50	15.50	16.50	17.50
Media Production Assistant (title change)	11.50	12.50	13.50	14.50	15.50	16.50	17.50
Community Education Helper	11.00	11.50	12.00	12.50	13.00	13.50	14.00
Community Education Instructor*	% based on participant fees						
Concessions Manager	14.00	15.00	16.00	17.00	18.00	19.00	20.00
Concessions Worker	11.00	11.50	12.00	12.50	13.00	13.50	14.00
Election Judge	15.00						
Head Election Judge	17.00						
Engineering Aid	42.50	43.00	43.50	44.00	44.50	45.00	45.50
Engineering Aid	13.00	13.50	14.00	14.50	15.00	15.50	16.00
MAC Assistant Manager	14.00	15.00	16.00	17.00	18.00	19.00	20.00
MAC Attendant	11.50	11.75	12.00	12.25	12.50	12.75	13.00
MAC Lifeguard	12.50	12.75	13.00	13.25	13.50	13.75	14.00
MAC Lifeguard w/WSI	13.25	13.50	13.75	14.00	14.25	14.50	14.75
MAC Manager	15.00	16.00	17.00	18.00	19.00	20.00	21.00
Maintenance Worker (with CDL)	47.50	48.00	49.00	50.00	51.00	52.00	53.00
Maintenance Worker (with CDL)	18.50	19.00	20.00	21.00	22.00	23.00	24.00
Event Staff	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Office-Assistant	42.50	43.00	44.00	45.00	46.00	47.00	48.00
Office Assistant	14.00	14.50	15.50	16.50	17.50	18.50	19.50
Official--Basketball (paid per game)	30.00	31.00	32.00	33.00	34.00	35.00	36.00
Official--Intramural (paid per game)	15.00	16.00	17.00	18.00	19.00	20.00	21.00
Official--MSHSL Baseball (paid per game)	60.00						
Official--MSHSL Football (paid per game)	60.00						
Official--MSHSL Softball (paid per game)	60.00						
Official--Softball (MSF Certified)	25.00	26.00	27.00	28.00	29.00	30.00	31.00
Official--Volleyball (paid per game)	15.00	16.00	17.00	18.00	19.00	20.00	21.00
Open Gym/Skate Supervisor	12.00	12.25	12.50	12.75	13.00	13.25	13.50
Public-Ways-Worker	43.00	43.50	44.00	44.50	45.00	45.50	46.00
Public Ways Worker	14.00	14.50	15.00	15.50	16.00	16.50	17.00
Parks Maintenance Worker	12.00	12.50	13.00	13.50	14.00	14.50	15.00
Recreation Program Assistant	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Recreation Program Coordinator**	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Recreation Program Helper	11.00	11.50	12.00	12.50	13.00	13.50	14.00
Recreation Program Helper	11.00	11.25	11.50	11.75	12.00	12.25	12.50
Recreation Program Helper	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Recreation Program Helper	12.00	13.00	14.00	15.00	16.00	17.00	18.00

Approved: XXXXXXXXX
 Implementation date: 01/01/2024

Note:
 Effective 01/01/2023 minimum wage is \$10.50/hr
 Effective 01/01/2024 minimum wage is \$10.85/hr

Abbreviations Key:
 FT: full-time hours
 MAC: Marshall Aquatic Center
 WSI: Water Safety Instructor
 LTS: Learn-to-swim
 MSHSL: MN State High School League Certified Official
 MSF: MN Sports Federation

*Community Education Instructor: 75% of net class proceeds is customary, % may increase for new / establishing programs as approved by the Director of Community Services.

**Recreation Program Coordinator: may be compensated at 75% of net class proceeds or greater, when designated and approved by the Director of Community Services

TO: Sheila Dubs, HR Manager
FROM: Alex Peterson, Media Communications Specialist
CC:
DATE: October 2, 2023
SUBJECT: TEMPORARY WAGE SCHEDULE AMENDMENT

Staff recommend a change to the job title of “Cable Access Worker” to “Media Production Assistant” to clarify confusion about the job duties. Some potential applicants thought the job included installing cable TV in homes/businesses. The new job title clarifies the duties to include the production of media related content.

There is no wage adjustment proposed for this update.

TO: Sheila Dubs, Human Resource Manager
FROM: Jason R. Anderson, P.E., Director of Public Works/City Engineer
DATE: September 19, 2023
SUBJECT: Temporary/Seasonal Employee Wage Schedule Changes

The Public Works Division and Community Planning Division would like to increase the pay scale for the Building Custodian, Building Inspector, Engineering Aid, Maintenance Worker (with CDL), Office Assistant, and Public Ways Worker.

The Building Custodian should be increased to reflect a Step 1 wage of \$15.00/hour with a \$1.00/hour increase for each step thereafter. The full-time wage schedule ranges from \$17.51/hour to \$23.29/hour. The pay scale was last updated in 2021.

The Building Inspector should be increased to reflect a Step 1 wage of \$23.00/hour with a \$0.50/hour increase for each step thereafter. The full-time wage schedule ranges from \$25.67/hour to \$34.13/hour. The pay scale was last updated in 2023.

The Engineering Aid should be increased to reflect a Step 1 wage of \$13.00/hour with a \$0.50/hour increase for each step thereafter. The pay scale was last updated in 2022.

The Maintenance Worker (with CDL) should be increased to reflect a Step 1 wage of \$18.50/hour with a \$0.50/hour increase to Step 2 and \$1.00/hour increase each step thereafter. The full-time wage schedule ranges from \$23.84/hour to \$31.71/hour. The pay scale was last updated in 2023.

The Office Assistant should be increased to reflect a Step 1 wage of \$14.00/hour with a \$0.50/hour increase to Step 2 and \$1.00/hour increase for each step thereafter. The full-time wage schedule ranges from \$20.16/hour to \$26.81/hour. The pay scale was last updated in 2023.

The Public Ways Worker should be increased to reflect a Step 1 wage of \$14.00/hour with a \$0.50/hour increase for each step thereafter. The pay scale was last updated in 2023.

This adjusted pay scale will offer staff the flexibility to pay a more competitive rate if the work experience is commensurate.

We are having an increasingly difficult time hiring our seasonal employees and we believe low-rate of pay is part of the issue. In recent years the Public Ways Worker positions have been particularly difficult to get filled. It is very important that we remain competitive to attract needed help.

Thank you for your time and consideration with this request.

JRA:lrk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of an amendment to the employee recognition policy and service award schedule
Background Information:	<p>The Personnel Committee reviewed this proposal on December 5th and recommended approval.</p> <p>Our current Service Award Program provides for employee recognition and awards for service milestones in 5-year increments, starting with 5 years of service and ending at 40 years of service. We currently have an employee that has achieved a 45-year service milestone. Staff are requesting to extend this recognition program to include employees who reach both 45 and 50 years of service. The requested policy amendment is shown in red-lining below. The proposed service award schedule is attached, amended to include a 45-year and 50-year service milestone with corresponding amounts of \$450 and \$500. As informational: The milestone awards are issued as Marshall Area Chamber Bucks, as this ensures the dollars are kept in the community and spent with our local businesses and retailers.</p> <p>Service Awards Program</p> <p>The purpose of this program is to recognize and reward the service of employees at milestones in their careers through a uniform and consistent recognition program. Employees will be recognized at an annual employee recognition event, the year following their anniversary date. The “Years of Service” award will recognize employees who have achieved the following levels of continuous service: five (5) years, ten (10) years, fifteen (15) years, twenty (20) years, twenty-five (25) years, thirty (30) years, thirty-five (35) years, and forty (40) years, <u>forty-five (45) years, and fifty (50) years.</u> Each employee will receive an award established through administrative approval, which corresponds to his/her level of continuous service achievement. Employees that achieve the thirty (30) years of service level will also have his/her name inscribed to the Service Plaque in City Hall.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended. The Personnel Committee reviewed this proposal and recommended approval.
Recommendations:	to approve the amended personnel policy and service award schedule.

Service Award Schedule

Proposed Schedule	
Yrs of Service	Service Award (gift value)
5	\$35
10	\$50
15	\$75
20	\$100
25	\$150
30	\$200
35	\$250
40	\$375
45	\$450
50	\$500

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs												
Meeting Date:	Tuesday, December 12, 2023												
Category:	CONSENT AGENDA												
Type:	ACTION												
Subject:	Consider approval of an amendment to the Holiday Policy												
Background Information:	<p>Tall Grass Liquors is open for business 362 days a year; the three dates the store is closed are Thanksgiving Day, Christmas Day, and Easter. Scheduling employees to work for many of the other state and federal holidays has become a challenge. Staff are proposing to incentivize our part-time staff to accept holiday hours by paying a holiday premium pay. Staff are also proposing to allow full-time staff to “substitute” an alternative date as a holiday when he/she is required to work on the observed holiday in lieu of being paid the holiday pay and surrendering the day off. The requested policy amendment is shown in bolded type below (see last paragraph of policy).</p> <p>The Personnel Committee reviewed this proposed amendment on December 5 and recommends approval.</p> <p>6.3 HOLIDAYS The following legal holidays are observed as paid holidays for all eligible employees:</p> <table border="1" data-bbox="500 1102 1477 1339"> <tr> <td>New Year’s Day</td> <td>Labor Day</td> </tr> <tr> <td>Martin Luther King, Jr. Day</td> <td>Veteran’s Day</td> </tr> <tr> <td>President’s Day</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Memorial Day</td> <td>Day after Thanksgiving Day</td> </tr> <tr> <td>Juneteenth</td> <td>Christmas Day</td> </tr> <tr> <td>Independence Day</td> <td></td> </tr> </table> <p>In addition to the above specified legal holidays, eligible employees are provided one (1) paid floating holidays (8 hours). Floating holidays must be approved by the appropriate supervisor, and should be requested by the employee at least one (1) week in advance of the day requested off. Floating holidays may not be carried into the next fiscal year. Floating holidays are earned on a pro-rated basis over the following 12 months; therefore, if an employee leaves City employment prior to the time the floating holiday has been earned, the final pay check will be adjusted accordingly.</p> <p>Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter. For purposes of calculating the specified holidays and floating holiday, each holiday is calculated in terms of eight (8) hours for a total of 80 hours of legal holidays and 8 hours of floating holidays.</p> <p>When a specified holiday falls on a Sunday, the following Monday will be the “observed” holiday and when a holiday falls on a Saturday, the preceding Friday will be the “observed” holiday for City operations/facilities that are closed on holidays.</p> <p>Full-time employees will receive payment for the holiday regardless of whether the holiday is worked. The holiday hours may not be taken/accrued as compensatory time off. For employees on shift schedules, when a holiday falls on an employee’s regularly scheduled day off, the employee will be entitled to eight (8) hours</p>	New Year’s Day	Labor Day	Martin Luther King, Jr. Day	Veteran’s Day	President’s Day	Thanksgiving Day	Memorial Day	Day after Thanksgiving Day	Juneteenth	Christmas Day	Independence Day	
New Year’s Day	Labor Day												
Martin Luther King, Jr. Day	Veteran’s Day												
President’s Day	Thanksgiving Day												
Memorial Day	Day after Thanksgiving Day												
Juneteenth	Christmas Day												
Independence Day													

	<p>of holiday pay at the employee’s regular hourly rate of pay. When an employee’s services are required for an emergency or an essential public service on a holiday, the employee will be entitled to pay at 1.5 times the regular rate for each hour worked, plus eight (8) hours regular rate holiday pay.</p> <p>An employee on an unpaid leave of absence is not eligible for holiday pay.</p> <p>Non-essential City operations will close at 12:00PM (noon) on Christmas Eve day. Employees have the option to continue working or utilize paid leave accruals (except sick leave unless utilized in accordance with the policy) for the approved leave time.</p> <p>Tall Grass Liquor employees: Part-time employees who are scheduled to work on an observed holiday (reference schedule above) will be compensated at 1.5 times the regular rate of pay for all hours worked on the holiday. Non-exempt full-time employees who are scheduled to work on an observed holiday will have the option of: 1) compensation at 1.5 times the regular rate for each hour worked, plus eight (8) hours regular rate holiday pay; or 2) compensation at 1.5 times the regular rate of pay for all hours worked on the holiday, and be entitled to designate an alternative 8-hour day as a holiday. The alternative holiday designation must be taken within 30 days and approved by a supervisor.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended. The Personnel Committee reviewed this proposed amendment on December 5 and recommends approval.
Recommendations:	That the City Council approve the amended Holiday policy.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a resolution declaring the official intent regarding the reimbursement of expenditures with the proceeds of tax-exempt bonds or other obligations to be issued for the Aquatic Center
Background Information:	The attached resolution declares the official intent to reimburse prior expenditures with respect to the Marshall Aquatic Center from bond proceeds in the amount of \$18,370,000, plus an amount to be applied to the payment of issuance costs including debt service on the bonds. This reimbursement resolution is in addition to the first reimbursement resolution adopted May 8, 2021, which declared the official intent of the City to reimburse prior expenditures with bond proceeds relating to design, architecture, and engineering costs in the approximate amount of \$193,200.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve the proposed resolution Declaring the Official Intent of the City of Marshall to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City

RESOLUTION NO. 23-076

CITY OF MARSHALL, MINNESOTA

DECLARING THE OFFICIAL INTENT OF THE CITY OF MARSHALL, MINNESOTA TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS TO BE ISSUED BY THE CITY

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt obligations used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Marshall, Minnesota (the “City”) expects to incur certain expenditures that may be financed temporarily from sources other than tax-exempt bonds and other obligations, and reimbursed from the proceeds of tax-exempt obligations; and

WHEREAS, pursuant to Resolution Number 21-038, adopted by the City Council of the City on May 8, 2021, the City declared its official intent to reimburse prior expenditures related to a phase of the Marshall Aquatic Center Project (the “Project”), including for design, architecture, and engineering services in the approximate amount of \$193,200 (the “First Declaration”); and

WHEREAS, the City has determined to make this additional declaration of official intent (together with the First Declaration, the “Declaration”) to reimburse additional costs of the Project from proceeds of tax-exempt bonds or other obligations in accordance with the Reimbursement Regulations; and

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

1. The City proposes to pay all or a portion of the remaining costs of the Project from sources other than tax-exempt bonds.
2. The City reasonably expects to reimburse the expenditures made for such costs of the Project from the proceeds of tax-exempt bonds or other obligations in an estimated maximum principal amount of \$18,370,000, plus an amount to be applied to the payment of the costs of issuing the bonds including securing and paying debt service on bonds issued to finance the Project. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds or other obligations, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds or other obligations, except for the following expenditures: (a) costs of issuance of bonds or other obligations; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue of bonds or other obligations; or (c) “preliminary expenditures” up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, soil testing, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt bonds or other obligations described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds or other obligations to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Approved this ____ day of December, 2023, by the City Council of the City of Marshall, Minnesota.

Robert J. Byrnes, Mayor

Attest:

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Lease Agreement between Vishay Hirel Systems LLC and the City of Marshall
Background Information:	<p>Vishay Hirel Systems was a renter at the Mosch property when the City took ownership of the property late in 2021. The City has allowed Vishay to rent the small building by the highway, located at 800 N. US 59, that the City has not had an immediate need to utilize.</p> <p>City staff propose to keep the same pricing (\$550/month) for the space for 2024.</p> <p>The lease agreement was updated for 2023, with minor changes for 2024.</p>
Fiscal Impact:	\$550/month rental income paid to the City (was \$500/month in 2022 and \$550/month in 2023). The term of the agreement is January through December 2024.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	Authorize execution of the attached Lease Agreement expiring December 31, 2024 between Vishay Hirel Systems LLC and the City of Marshall

LEASE AGREEMENT

This Lease Agreement (this “Agreement”) is dated as of this 12th day of December, 2023, by and between City of Marshall, a municipal corporation (“Landlord”) and Vishay Hirel Systems LLC, a Delaware limited liability company (“Tenant”).

1. DEFINITIONS.

“Leased Premises” means the 1,300 square foot, western-most building on the 800 N. US 59 property areas as identified in the attached Exhibit A.

2. TERM; EARLY TERMINATION.

A. Term. In consideration of Tenant’s performance of Tenant’s obligations under this Lease, Landlord hereby leases the Leased Premises to Tenant.

B. Termination. This Lease shall be for a 12-month term and shall terminate on December 31, 2024. Tenant may terminate this Lease early by providing Landlord with notice 30 days in advance of the effective date of termination.

3. **RENT.** Tenant shall pay monthly rent at a rate of \$550.00, commencing January 1, 2024. Rent is due on the first day of each and every month thereafter for the term of this lease. Payments to be paid to the following:

City of Marshall
Attn: Finance Director
344 W. Main St.
Marshall, MN 56258

4. **USE RESTRICTIONS.** Tenant shall comply with all applicable laws, ordinances, and governmental regulations with respect to its use of the Leased Premises. Tenant shall not do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

5. **UTILITIES AND OPERATING COSTS.** Landlord shall pay all charges for electricity, natural gas, and any other utility services furnished to the Leased Premises, and all other costs associated with the use, operation, and management of the Leased Premises during the term of the Lease, including, but not limited to, snow removal. The temperature of the building shall be moderated by the Landlord, and any changes to the temperature setpoint on the thermostat must be requested by the tenant and approved by the Landlord. Landlord shall also be responsible for payment of all property taxes for the Leased Premises.

6. **MAINTENANCE AND REPAIR OF THE LEASED PREMISES.** Tenant agrees to defend, indemnify and hold harmless Landlord with respect to claims which may be made by governmental authority or employees or invitees of Tenant concerning the condition of the Leased Premises during the term of this Lease. Tenant shall, at all times throughout the term of this Lease, and at its sole expense, keep the Leased Premises and fixtures in at least as good

condition as existed on the date of this Lease, reasonable wear and tear excepted. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises. Landlord shall be responsible for maintaining the Leased Premises.

7. ALTERATION OR IMPROVEMENT OF THE LEASED PREMISES. Tenant shall not make any additions or improvements in or to the Leased Premises without Landlord's prior written consent.

8. INDEMNIFICATION; COVENANTS TO DEFEND AND HOLD HARMLESS. Tenant shall hold Landlord harmless from and indemnify and defend Landlord against any claim or liability arising in any manner from Tenant's use, improvement, and occupancy of the Leased Premises, or relating to the death or bodily injury to any person or damage to any personal property present on or located in or upon the Leased Premises, including the person and personal property of Tenant's employees and all persons in or upon the Leased Premises at Tenant's invitation or sufferance unless due to the negligence of Landlord. All personal property kept, maintained or stored on the Leased Premises by Tenant shall be kept, maintained or stored at the sole risk of Tenant.

Nothing in this Lease shall be deemed to limit Landlord's right to have access to the Leased Premises, or to exercise its remedies under the Lease, or to make applications to a governmental entity with respect to the Leased Premises, or to protest taxes or assessments related to the Leased Premises, or to take other similar action with respect to the Leased Premises as a responsible landlord would elect.

9. CASUALTY INSURANCE AND WAIVERS OF CLAIMS.

A. Insurance: Tenant shall carry insurance for the full insurable value of Tenant's supplies, materials, furnishings, equipment and all other items of personal property of Tenant located on or within the Leased Premises. Tenant shall furnish Landlord evidence of such insurance coverage prior to commencing occupancy.

B. Waiver of Claims: Tenant hereby waives and releases all claims, liabilities and causes of action against Landlord and its officials, agents, servants and employees for loss or damage to, or destruction of personal property of Tenant, located in, upon or about the Leased Premises resulting from fire, explosion or the other perils covered by standard "all risk" insurance, whether caused by the negligence of any said persons or otherwise.

10. LIABILITY INSURANCE. Tenant shall, at its expense during the term of this Lease, keep in full force and effect a policy or policies of "occurrence" based commercial general liability insurance, providing coverage for bodily injury, personal property damage, personal injury, and contractual liability. Such policy or policies shall have combined policy limits in amounts not less than \$1,000,000.00.

11. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that Tenant, upon Tenant's performance of all of the terms, conditions, covenants and agreements on Tenant's part to be observed and

performed under this Lease, may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Lease.

12. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease, it shall be deemed to be occupying said Leased Premises as a Tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance.

13. SURRENDER. Upon expiration or termination of this Lease, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the immovable fixtures. Tenant shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the termination of this Lease or Tenant's surrender of the Leased Premises. All debris and personal property may be disposed of by Landlord. Tenant shall be responsible for any disposal costs.

14. ACCESS TO LEASED PREMISES. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times during usual business hours (upon 24 hours' notice to Tenant) for the purpose of inspecting the same, performing maintenance, and conducting such investigations, tests, measurements, and assessments as may be desired by Landlord.

15. DEFAULT OF TENANT.

A. Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) Tenant's failure to maintain the insurance required pursuant to Sections 9 and 10 above, which failure remains uncured for 15 days following Landlord's written notice to Tenant of Tenant's failure to perform such obligation;

(2) Tenant's attempt to sublet any portion of the Leased Premises, or assign its interest under this Lease without the written permission of Landlord;

(3) Tenant's failure to fully perform any of Tenant's obligations, other than the obligations referenced in subsections (1), (2) or (3) above, which failure remains uncured for 30 days following Landlord's written notice to Tenant of Tenant's failure to perform such obligation; or

(4) Tenant's filing, or having filed against it, any bankruptcy or debtor proceedings or proceedings for the appointment of a receiver or trustee of all or any portion of Tenant's Leased Premises, or if Tenant makes an assignment for the benefit of creditors.

B. Landlord's Remedies: If an Event of Default occurs, Landlord shall have the following remedies;

(1) Landlord may, but shall not be obligated to, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of the Tenant under this Lease, pay or perform any obligations of Tenant; pay any cost or expense to be paid by Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees. Tenant shall pay costs to Landlord upon demand with interest at seven percent per annum.

Landlord may terminate this Lease by written notice to Tenant in which case Tenant shall vacate the Leased Premises in accordance with Section 13. Neither the passage of time after the occurrence of an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate the Lease by written notice to Tenant.

Landlord may, whether or not Landlord has elected to terminate this Lease, immediately commence summary proceedings in Unlawful Detainer to recover possession of the Leased Premises. In the event of the issuance of a Writ of Restitution in such proceeding, upon Landlord's reentry upon and repossession of the Leased Premises, Landlord may remove Tenant and all other persons from the Leased Premises (subject to Tenant's right and responsibility to remove its personal property pursuant to Section 13). In the event Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period provided in Section 13, all items of personal property not removed by Tenant within said period shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

No remedy provided for herein or elsewhere in this Lease or otherwise available to Landlord by law, statute or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

16. EMINENT DOMAIN. If an eminent domain or condemnation proceeding is commenced with respect to the Leased Premises during the term of this Lease, the following provisions shall apply:

A. If a public or private body with the power of eminent domain or condemnation ("Condemning Authority") acquires all of the Leased Premises through the exercise of its power of eminent domain or condemnation or as a result of a sale in lieu thereof, this Lease shall cease and terminate as of the date the Condemning Authority acquires possession.

B. If a Condemning Authority acquires only a part of the Leased Premises, and such acquisition materially affects the Leased Premises so as to render the Leased Premises unsuitable

for the business of Tenant, in the absolute discretion of Tenant, then this Lease shall cease and terminate as of the date the Condemning Authority acquires possession.

C. If a Condemning Authority acquires only a part of the Leased Premises and such acquisition does not render the Leased Premises unsuitable for the business of the Tenant in the absolute discretion of Tenant, this Lease shall continue in full force and effect.

D. Landlord shall be entitled to the award paid in any condemnation acquisition under power of eminent domain or the proceeds of a sale in lieu thereof, and Tenant shall not receive any portion of such award.

E. Although all damages in the event of any condemnation shall belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right on account of any and all damage to Tenant by reason of the condemnation and for or on account of any cost or loss to Tenant.

17. DAMAGE OR DESTRUCTION. If fire or other casualty damages or destroys the Leased Premises or the Leased Premises incurs substantial damage due to vandalism, failure of building systems or other unforeseen cause occurs during the term of this Lease, then this Lease shall terminate.

18. GENERAL.

A. Landlord's Disclaimer of Warranty: Landlord disclaims any warranty that the Leased Premises is suitable for Tenant's use.

B. Relationship of Landlord and Tenant: The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties hereto being that of Landlord and Tenant under this Lease.

C. Waiver: No waiver of Landlord's remedies upon the occurrence of an Event of Default shall be implied from any omission by Landlord to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by Landlord shall not then be construed as a waiver of a subsequent Event of Default.

D. Choice of Law: The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

E. Time: Time is of the essence in the performance of all obligations under this Lease.

F. Notices and Demands. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

(i) in the case of Landlord: City of Marshall
Attn: City Administrator
344 West Main Street
Marshall, MN 56258

(ii) in the case of Tenant: Vishay Hirel Systems LLC
Attn: Darin Yost
604 Erie Road
Marshall, MN 56238

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 18.

G. Entire Agreement and Amendment. This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between them other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

H. Successors and Assigns: The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Landlord and the Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

LANDLORD:
CITY OF MARSHALL

TENANT:
VISHAY HIREL SYSTEMS LLC

By: _____

By: _____

Its: Mayor

Its: _____

By: _____

Its: City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider resolution authorizing transfer of funds from Fund 609 to Funds 101 and 481
Background Information:	This resolution is a housekeeping item to authorize the transfer of \$24,625 to the General Fund for the budget software subscription and of \$150,000 for the internal funding pledged when issuing 2023 bonds. The total amount would be transferred from the Liquor Enterprise Fund as discussed earlier this year.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve resolution authorizing transfer of funds from Fund 609 to Funds 101 and 481

RESOLUTION NUMBER 23-082

**RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM FUND 609 TO FUNDS 101
AND 481**

WHEREAS, the City Council of the City of Marshall approved a resolution to authorize execution of a budget software subscription in March 2023 and approved a resolution approving tax abatement bonds to finance certain public improvements in April 2023; and

WHEREAS, the City of Marshall has incurred costs related to each project, with the general fund paying related expenses for the budget software subscription of \$24,625 and the capital projects fund 481 was created for the tax abatement bonds and internal funding of \$150,000 pledged during the bonding process, and

WHEREAS, the City of Marshall's Municipal Liquor Store Fund 609 has a sufficient balance to be the funding source for both projects.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Marshall authorizes the transfer of funds of \$24,625 to Fund 101 and of \$150,000 to Fund 481 from Fund 609 in the amount of \$174,625.

Passed and adopted by the City Council this 12th day of December 2023.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

Steven Anderson
City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Karla Drown
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution Approving the changes for the 2024 Fee Schedule
Background Information:	<p>Attached are the proposed changes for the 2024 Fee Schedule.</p> <p>The Ways & Means Committee reviewed these changes to the Fee Schedule at their meeting on December 4, 2023. The Ways & Means Committee is recommending these items be moved to Council for discussion and approval for the updates/additions to the 2024 Fee Schedule.</p> <p>The recommended changes are shown in the redlined document as attached.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approving Resolution for specific fees to be charged by the City of Marshall.



MARSHALL
CULTIVATING THE BEST IN US

2024 FEE SCHEDULE

Approved 12/12/2023

Finance charge: 1.5% per month on unpaid balance of City bills after 30 days from date of 1st billing

ASSESSING DEPARTMENT

	<u>Fee/Charge</u>	
Copies	\$ 0.25	Per Side
Sales Summary	\$ 10.00	Each
Apartment List	\$ 15.00	
Ownership Searches	\$ 4.00	Per Parcel
Yearly Subscription Rate	\$ 75.00	

CLERK

	<u>Fee/Charge</u>	
Brewer Tap Room	\$ 500.00	Annual
Club License	\$ 275.00	Annual
Consumption & Display	\$ 130.00	Annual
Growlers License	\$ ———	Annual remove
On-Sale Liquor License	\$ 3,000.00	Annual
Financial Background (on-sale liquor)	Charged at rate of 3rd Party Vendor	
Off-Sale 3.2% Malt Liquor	\$ 90.00	Annual
On-Sale 3.2% Malt Liquor	\$ 250.00	Annual
Sunday Liquor	\$ 200.00	Annual
Temporary On-Sale Liquor	\$ 30.00	Per Day
Temporary On-Sale 3.2% Malt Liquor	\$ 30.00	Per Day
	\$ 50.00	Month
Tobacco License	\$ 150.00	Annual
Wine License	\$ 600.00	Annual
Dangerous Animals	\$ 150.00	Annual
Dog or Cat License	\$ ———	Annual remove
Replacement of tag	\$ ——— 1.00	remove
Pick-up (Animal at large)	\$ 10.00	
Board	\$ 10.00	Per Day
Animal at Large	\$ 90.00	
No City License	\$ 90.00	
Rabies Vaccination not current	Court	
Disturbing the Peace	Court	
Garbage & Refuse Haulers	\$ 160.00	Annual
Special Vehicle Permit	\$ 35.00	Annual
Non-profits Exempt (must provide certification)		
Taxicabs	\$ 100.00	Annual
	\$ 25.00	Per Additional Vehicle
Transient Merchant	\$ 30.00	Per Month
	\$ 160.00	Semiannual
	\$ 315.00	Annual
Mobile Food Units/Food Carts	\$ 150.00	Annual
Refunding of License Fee	20% of fee up to a maximum of \$100.00	

Administrative Citation Fee

Filing Fee	\$	150.00	
Hearing Officers	\$	150.00	Per Hour

ADMINISTRATION & HUMAN RESOURCES

	<u>Fee/Charge</u>	
Copies	\$	0.25 Per Side
Administrative Fee for Retiree Insurance (<i>Health/Dental</i>)	2% of total cost to the City	
City Hall Conference Room Rental		
Half Day (4 hours or less)	\$	25.00
Full Day (4 hours or more)	\$	50.00
After 4:30 PM	\$	50.00 Plus \$20/Per Hour (One hour charge minimum)

FINANCE

	<u>Fee/Charge</u>	
Assessment Searches	\$	15.00
Returned check for all City departments	\$	30.00
Budget Reports	\$	25.00 remove
Audit Reports	\$	25.00 remove
Business Tax Abatement Application	\$	750.00
Administrative added to invoices	\$	25.00
Administrative charge (i.e., mowing, snow, etc.)		

COMMUNITY SERVICES

	<u>Fee/Charge</u>		<u>Deposit</u>
Shelter Rent	\$60.00	\$ 50.00	\$50.00
Park Gazebo Rent	\$	30.00	\$30.00
Band Shell Rent	\$	200.00 Per Day	\$100.00
Moving Liberty Park Benches for Events	\$	100.00	
Collapsible Picnic Tables (Min:6/Max:50)	\$	15.00 Per Table/Per Day	
Tents 20 x 20	\$300.00	\$ 250.00 Weekend	\$250.00
	\$250.00	\$ 200.00 Per Day	\$200.00
Tents 20 x 30	\$300.00	\$ 250.00 Weekend	\$250.00
	\$250.00	\$ 200.00 Per Day	\$200.00
Channel Parkway Complex	\$	100.00 Per Day	\$100.00
	\$	150.00 2 Days	\$100.00
Amateur Sports Complex	\$	250.00 Per Day	\$100.00
	\$	200.00 2 Days	\$100.00
One Ballfield	\$	80.00 Per Day	\$100.00
Independence Park Youth Ballfields	\$	80.00 Per Day/ONE Field/No Lights	\$100.00
(2 Fields: 1 Lighted & 1 Not Lighted)	\$	100.00 Per Day/One Field/Lighted	\$100.00
	\$	125.00 Per Day/Two Fields/One Field Lighted	
American Legion Field Ballfield	\$	200.00 Per Day/Without Lights	\$100.00
	\$300.00	\$ 250.00 Per Day/With Lights	\$100.00
Legion Field Park Youth Ballfields	\$	50.00 Per Day	\$50.00
Justice Park Youth Baseball/Softball Field	\$	50.00 Per Day	\$50.00

Marshall Aquatic Center (min. 25 people)	\$150.00	\$125.00	Per Hour &
	\$6.00	\$5.00	Per Person

Concessions Trailer	\$	300.00	Per Day	ServSafe Manager Certification required
Vandalism Clean-up/Repairs	\$	55.00	Per Hour/Per Staff	

Stage Rental

	<u>Fee/Charge</u>	
Damage Deposit	\$	500.00
Call-Back	\$	55.00 Per Hour

Basic Unit; 24x20 ft., set-up and take down		
Marshall non-profit business or agency	350.00	\$250.00
Marshall for profit business or agency	450.00	\$350.00
All others	800.00	\$600.00

Basic Unit; <u>plus additional</u> 16x4 ft., set-up and take down		
Marshall non-profit business or agency	500.00	\$350.00
Marshall for profit business or agency	700.00	\$500.00
All others	1,600.00	\$1,200.00

Studio 1 TV

	<u>Fee/Charge</u>	
DVD	\$	15.00 Includes Tax
CD	\$	5.00
CD w/Printed Cover	\$	10.00
Filming w/Certification	\$	50.00 Per Day
Editing w/Certification	\$	15.00 Per Hour
Certification Training	\$	100.00
Student (high school & full-time post secondary)	\$	30.00 Per Hour

Park Land Development

	<u>Fee/Charge</u>	
For any residential or commercial subdivision of property after March 10, 2009, upon initial sale		
Residential Lot	\$	500.00 Per Lot
Commercial Lot		2% Of gross unimproved value per commercial lot

Telecommunication

	<u>Fee/Charge</u>	
Application & Permit fee	\$	1,500.00 Plus
	\$	2.00 Per Lineal Foot from point of initiation to point of termination for the use of City owned right-of-way

Adult Community Center

	<u>Fee/Charge</u>		<u>Deposit</u>
Copies	\$	0.25 Per Side	
Oaktree & Wildflower Rooms	\$	30.00 Per Hour	\$30.00
Prairie Winds Dining Area - MASC personal use only	\$	35.00 Per Hour	\$100.00
Prairie Winds Dining Area - general public	\$	80.00 Per Hour	\$100.00

Kitchen - Serving only	\$	40.00 Per Hour	\$50.00
Projection & Sound system	\$	25.00 Per Event	

~~No charge for MASC/City of Marshall sponsored events/Local public agencies and Non-Profit organizations.
Any group of seniors meeting during regular scheduled hours (9-4), depending on space assignment.~~

~~Private/Commercial/State of Minnesota Groups charged per above.~~

~~Meeting after regular scheduled hours (after 4:00 p.m.)~~

~~Rentals will be made as follows based on space availability:~~

- ~~1. Senior Center Programs/Activities~~
- ~~2. Marshall Area Senior Citizens, Inc. Members~~
- ~~3. Seniors (age 55 & older)~~
- ~~4. All others~~

Red Baron Arena and Expo Center

	<u>Fee/Charge</u>	
Video Board usage for events	\$	300.00 Per Event
Plus Staff time	\$	30.00 Per Hour Per Staff
Skate Sharpening	\$	5.00

Ice Rink

	<u>Fee/Charge</u>	
Open Rate	\$	150.00 Per Hour
10 or more hours booked at one time	\$	130.00 Per Hour
30 or more hours booked at one time	\$	120.00 Per Hour
Marshall Community Services	\$	75.00 Per Hour
Marshall High School	\$	75.00 Per Hour
(Marshall High School will not be charged ice time during high school games or tournaments)		
Southwest Figure Skating Club	\$	75.00 Per Hour
Marshall Area Hockey Association (MAHA)		Per Agreement
Off season (June 1–August 31)(Saturday and Sunday)	\$	80.00 Per Hour
Ice Painting Equipment	\$	250.00 Per Day

Expo/Meeting Room

	<u>Fee/Charge</u>	
Full day expo floor rental for wedding event	\$	1,400.00 Per Day
Caterer within Marshall city limits	\$	1,250.00 Per Day
Full day expo floor rental	\$	1,250.00 Per Day
Expo floor rental (April 1 - October 1)	200.00	\$ 80.00 Per Hour
Event SETUP (8am-5pm)	\$	250.00 Per Day
Event SETUP (after 5pm)	\$	55.00 Per Hour
Event CLOSURE (after 5pm)	\$	55.00 Per Hour
Club Room	\$	400.00 Per Day or Event
	\$	80.00 Per Hour
Meeting Room	\$	200.00 Per Day
	\$	30.00 Per Hour

FIRE DEPARTMENT

	<u>Fee/Charge</u>	
Fire/Rescue Calls (Outside city limits)*	\$	1,000.00

Fire/Rescue Calls (Within city limit)*	\$	750.00	
*After 5 hours on scene, incident billing will follow the Southwest/West Central Fire Department Association Mutual Aid Agreement			
Hazardous Materials Trailer	\$	750.00	Plus supplies & materials used
Pumping Fuel or Gas (48 hours to pick up)	\$	1.00	Per Gallon in and out (48 hours to pick up)**
**If not picked up within 48 hours, owner will be assessed cost of Hazardous waste disposal contractor to dispose of waste			
Natural Gas line hits	\$	750.00	Per Call
Automatic fire alarm activation***	\$	750.00	Per Call
*** (3rd call and after, within 72 hour period OR 3 business days, until functional)			
Education Trailer (to all departments)	\$	150.00	Per Day
Fire Chief's call for service (officer's pages)	\$	100.00	Per Hour

Calls that are caused by negligence, or lasting longer than 5 hours on scene*, will be billed out on cost basis of equipment and manpower:

*After 5 hours on scene, incident billing will follow the Southwest/West Central Fire Dept. Association Mutual Aid Agreement for all departments that were called for mutual aid.

<u>Fire Equipment</u>	<u>Fee/Charge</u>
Rescue Truck	\$ 125.00 Per Hour
1500 GPM Engine	\$ 295.00 Per Hour
1000 GPM Engine	\$ 200.00 Per Hour
Ladder Truck	\$ 750.00 For Initial First Hour
	\$ 250.00 Per Hour thereafter
Tanker	\$ 160.00 Per Hour
Grass Rig	\$ 125.00 Per Hour
Haz-Mat Trailer	\$ 125.00 Per Hour
Water Auger with Engine or Tanker	\$ 150.00 Per Hour
UTV	\$ 85.00 Per Hour
Each firefighter responding to the call for service	\$ 25.00 Per Hour
Mileage to organizations outside the Southwest/West Central Fire Department Mutual Aid	\$ 1.75 Per Mile

****Any equipment/tools damaged/destroyed due to the call for service will be assessed at actual cost to the owner or responsible party of the call for service.

<u>Supplies: (Billed out at cost incurred)</u>	<u>Fee/Charge</u>
AFFF Foam	\$ 150.00 Per Pail
AR-AFFF Foam	\$ 200.00 Per Pail
Floor Dry	\$ 15.00 Per Bag
55 Gallon steel barrel with metal lid	\$ 135.00 Per Barrel
8"x10' absorbent boom	\$ 145.00 Per Boom
4' X 8' Plywood	\$ 25.00 Per Sheet

<u>PUBLIC SAFETY DEPARTMENT</u>	<u>Fee/Charge</u>
Police Records	\$ 0.25 Per Side

DVD/CD of Photos, Videos and Audio	\$	20.00	Each
False Alarm Call (after 3rd)	\$	60.00	
Residence Check			
First three checks	\$	40.00	
After 3rd check	\$	10.00	
Towing Administration Fee	\$	15.00	
Storage	\$	25.00	Per Day
Opening Car Door	\$	50.00	
In-house Background Check	\$	20.00	
Funeral Escorts (3 or more Officers)	\$	150.00	
Bank Escorts	\$	50.00	

<u>Parking Violations</u>	<u>Fee/Charge</u>	<u>After 10 Days</u>
Prohibited Parking	\$ 20.00	\$ 30.00
Double Parking	\$ 20.00	\$ 30.00
Blocking Driveway	\$ 20.00	\$ 30.00
No Parking Zone	\$ 20.00	\$ 30.00
Blocking Alley	\$ 20.00	\$ 30.00
Parking in Alley	\$ 20.00	\$ 30.00

MERIT CENTER

<u>Classroom</u>	Room A or B	Room A or B	Room A & B	Room A & B
	<u>1/2 Day</u>	<u>Full Day</u>	<u>1/2 Day</u>	<u>Full Day</u>
Public Safety/Non-Profit	\$ 30.00	\$ 50.00	\$ 50.00	\$ 75.00
Business	\$ 75.00	\$ 100.00	\$ 100.00	\$ 125.00

<u>Props & Simulators</u>	<u>Fee/Charge</u>
Public Safety/ Non-Profit	\$ 35.00 Per Item Per Day
Business	\$ 50.00 Per Item Per Day

<u>Driving Course</u>	<u>1/2 Day</u>	<u>1/2 Day Hourly</u>	<u>Full Day</u>	<u>Full Day Hourly</u>
Government/Non-Profit	\$ 120.00	\$ 20.00	\$ 200.00	\$ 35.00
Business	\$ 200.00	\$ 30.00	\$ 300.00	\$ 50.00

Rate Categories

Public Safety: training of police, fire, ambulance, hazardous material teams, etc.

Non-Profit: training for entities such as civic, charitable, service clubs, government organizations, etc.

Business: training for private individuals, organizations, and businesses of any kind.

** Marshall Community Services Drivers Education Program Fees and Rates set by separate agreement.*

Administrative Services \$ 100.00
(Managing class participants, ordering/delivering food, etc.)

PUBLIC WORKS DEPARTMENTS

<u>Airport</u>	<u>Fee/Charge</u>
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Hangar Rent

Base Rates

1708 & 1710 units; 1044 sq. ft.	\$	130.00	Per Month
1712 units; 1235 sq. ft.	\$	160.00	Per Month
Winch; if available and desired in hangar	\$	10.00	Per Month
Electric service for Heater	\$	10.00	Per Month
Full Enclosed	\$	25.00	Per Month

Hangar 1708

Unit 1; 40.5' bi-fold door, 13.67' tail ht, heated, enclosed	\$	165.00	Per Month
Unit 2-8; 40.5' bi-fold door, 13.67' tail ht	\$	130.00	Per Month

Hangar 1710

	<u>Fee/Charge</u>		
Units 1, 6; 40.5' bi-fold door, 13.67' tail ht	\$	140.00	Per Month (includes winch)
Units 2-5, 7-8; 40.5' bi-fold door, 13.67' tail ht	\$	130.00	Per Month

Hangar 1712

Unit 1; 43.45' bi-fold door, 13.67' tail ht, heated, enclosed	\$	195.00	Per Month
Units 2,4; 43.45' bi-fold door, 13.67' tail ht, enclosed	\$	185.00	Per Month
Units 3,5,6; 43.45' bi-fold door, 13.67' tail ht, enclosed	\$	195.00	Per Month (includes winch)

(These rates are for governmental agencies only. For non-governmental entities, multiply rate by 1.5.; With Operator)

Oshkosh/FWD 24' Snow Plow with Batwings	\$	150.00	Per Hour
Oshkosh Blower	\$	150.00	Per Hour
Oshkosh Airport Runway Broom (18-ft.)	\$	150.00	Per Hour
Dump Truck	\$	125.00	Per Hour
Skid Loader	\$	125.00	Per Hour

Community Planning

Fee/Charge

NOTE: Building Permit Applications are subject to Minnesota State Surcharge per Minnesota Statute.

HVAC License	\$	50.00	Bi-Annual
Rental Registration	\$	50.00	One-Time Fee (Renewals Free)

Building/Plumbing/Sign Permit Application

Fee/Charge

Total Valuation

Up to \$500.00	\$	22.00	
\$501.00 - \$2,000.00	\$	22.00	First \$500 +
	\$	3.40	Each Add 'l \$100 or fraction thereof
\$2,001.00 - \$25,000.00	\$	73.00	First \$2,000 +
	\$	12.50	Each Add 'l \$1,000 or fraction thereof
\$25,001.00 - \$50,000.00	\$	360.50	First \$25,000+
	\$	8.90	Each Add 'l \$1,000 or fraction thereof
\$50,001.00 - \$100,000.00	\$	583.00	First \$50,000+

\$100,001.00 - \$500,000.00	\$	6.80	Each Add 'l \$1,000 or fraction thereof
	\$	923.00	First \$100,000+
\$500,001.00 - \$1,000,000.00	\$	5.25	Each Add 'l \$1,000 or fraction thereof
	\$	3,023.00	First \$500,000+
\$1,000,001.00 and up	\$	4.75	Each Add 'l \$1000 or fraction thereof
	\$	5,398.00	First \$1,000,000+
	\$	3.70	Each Add 'l \$1000 or fraction thereof

Community Planning Department staff reserves the right to establish construction valuation based on the Building Permit Valuation Policy (See Appendix C)

Minimum Permit Valuation	\$	100.00
Demolition Permit		35% of calculated fees

Investigation Fee (when work is started prior to obtaining a Permit)

First Violation		25% of building permit fee OR
	\$	50.00 whichever is greater

Consecutive Violations		50% of building permit fee OR
	\$	100.00 whichever is greater

Second Re-inspection of the same item	\$	50.00
Valid Complaint Based Rental Inspection	\$	100.00
Copy of Prior Permit or Certificate of Occupancy	\$	5.00

Plan Review

Commercial Projects		65% of building permit fee
New one & two Family Dwelling		35% of building permit fee

WWTF Sanitary Sewer Connection Permit Application

Nominal Size of Sanitary Sewer Pipe Exiting the Building	Connect + (WWTF)	Inspection = (Bldg. Insp.)	Total
4"	200.00	50.00	\$ 250.00
6"	575.00	50.00	\$ 625.00
> 6"	2,000.00	50.00	\$ 2,050.00

Planning Commission Action Request Application

Fee/Charge **Escrow**

Escrow will be used for direct costs incurred by the City of Marshall. The difference will be refunded if OVER \$5 or billed if OVER \$50.

Variance Adjustment Permit	\$	300.00	\$	300.00	
Conditional Use Permit	\$	300.00	\$	300.00	
Interim Use Permit	\$	300.00	\$	300.00	
Vacation of Zoning Permit	\$	100.00			
Moving Into Town Permit	300.00	\$ 200.00	\$ 200.00		300.00
Map Amendment (Rezoning) Application	\$	300.00	\$	300.00	
Zoning Ordinance Amendment Application	\$	300.00			

Subdivision Platting

Preliminary Plat	\$	300.00	
	\$	70.00	Per Acre (\$225.00 Minimum)
Final Plat	\$	300.00	(if Separate from Preliminary)
	\$	50.00	Per Acre (\$75.00 Minimum)
Planned Unit Development (PUD) (excludes platting fee)	\$	200.00	Per Acre
Base Map Updating (whichever is greater)	\$	5.00	Per Lot
	\$	15.00	Per Acre
Zoning Letter	\$	25.00	

~~Direct Costs~~ 300 escrow

Direct costs include but are not limited to:

- 1) Administration Fee \$10; 2) Publications; 3) Postage; 4) Recording (Excludes Staff Cost); 5) Parcel Search

Engineering

	<u>Fee/Charge</u>	<u>Escrow</u>
RTVision BidVAULT Electronic Bidding Fee	\$25.00	+ 3rd Party Payment Processing Fee
Fee collected and administered by RTVision		

Overweight Load Permit

	<u>Fee/Charge</u>	<u>Escrow</u>
Single Trip	\$ 50.00	Per Vehicle
Annual from application date		
<= 6 Axles/90,000 lbs.	\$ 300.00	Per Vehicle
> 6 Axles/90,000 lbs.	\$ 500.00	Per Vehicle

Annexation Application	\$ 200.00	\$ 200.00
Vacation of Public Rights of Way/Public Easements Application	\$ 200.00	\$ 200.00

Moving on Public Right of Way Permit Application	\$ 50.00
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Copying/Plotting/Printing (No Charge if under \$5)

	<u>Fee/Charge</u>
Small Scale Copies (8½ x 11, 8½ x 14, 11 x 17)	\$ 0.25 Per Side
Small Scale Plots/Prints (8½ x 11, 8½ x 14, 11 x 17)	\$ 0.60 Per Sheet
Large Scale (18 x 24 and larger)	\$ 3.00 Per Square Foot

Aerial Photo Printing (No charge if under \$5)

	<u>Fee/Charge</u>
8½ x 11	\$ 2.00
11 x 17	\$ 5.00
Large Scale Prints	\$ 4.00 Per Square Foot

City Right of Way Permits

	<u>Fee/Charge</u>
Deposit is refundable less costs for repair- Billed extra if direct costs exceed deposit	
Utility Companies-Post Yearly	\$ 5,000.00 Bond
Excavation in Row Permit	\$ 400.00 Deposit plus
	\$ 50.00 Inspection

Driveway Permit	\$	300.00	Deposit plus
	\$	50.00	Inspection
Sidewalk Permit	\$	50.00	Inspection
Investigation Fee (when work is started prior to obtaining Permit)	\$	50.00	
City Sidewalk Cost Participation	\$	2.50	Per Square Foot (Not to exceed \$750)

Special Projects

			<u>Fee/Charge</u>
Standard Engineering for Special Assessment Projects			16% (Construction Cost + Contingencies)
Engineer (Registered)	\$	200.00	Per Hour
Assistant Engineer	\$	160.00	Per Hour
Senior Engineering/Specialist	\$	140.00	Per Hour
Engineering Technician/Specialist	\$	100.00	Per Hour
Building Official	\$	140.00	Per Hour
Building Inspector	\$	100.00	Per Hour
Administrative Assistant	\$	100.00	Per Hour
Office Assistant/Receptionist	\$	85.00	Per Hour
GPS Survey	\$	150.00	Per Hour

Watermain Tapping & Water Meters (Refer to Marshall Municipal Utilities for application and fees.)
(Equipment hourly rate/not including operator). Add \$55.00/hour for operator.

Storm Sewer Connection Permits

(Inside Diameter of Sewer Service Pipe Entering the Building)	<u>Connect +</u>	<u>Inspection =</u>	<u>Total</u>
4" Gravity	100.00	30.00	\$ 130.00
6" Gravity	120.00	30.00	\$ 150.00
8" Gravity	200.00	60.00	\$ 260.00
10" Gravity	360.00	60.00	\$ 420.00
12" or > Gravity	500.00	90.00	\$ 590.00
1 1/2" Force	100.00	30.00	\$ 130.00
2" Force	120.00	30.00	\$ 150.00
3" Force	140.00	60.00	\$ 200.00
4" Force	160.00	60.00	\$ 220.00

Municipal Separate Storm Sewer System (MS4)

Surface Water Management MS4 Construction Plan Review

Drainage/Land Disturbance Application

	<u>Fee/Charge</u>
Site more than 2,000 sq. ft. and less than 5,000 sq. ft.	\$ 50.00
Site 5,000 sq. ft. to one (1) acre	\$ 150.00
Site one (1) acre to five (5) acres	\$ 300.00
Site greater than five (5) acres	\$ 500.00

Administrative Fines for Violations of City Code Chapter 30 Environment

Administrative Offense

Illicit Discharges and Connections

	<u>Fee/Charge</u>
Illicit Discharge to Storm water System (Minor)	\$ 50.00
Illicit Discharge to Storm water System (Major)	\$ 1,000.00
Illicit Connection to Storm water System (Minor)	\$ 30.00

Illicit Connection to Storm water System (Major)	\$ 1,000.00
Failure to Report a Spill	\$ 300.00
Failure to Cleanup a Spill	\$ 300.00
Failure to Respond to a Notice of Violation	\$ 100.00

Construction Site Erosion/Sediment Control Violations

Site Dewatering	\$ 200.00
Waste and Material Disposal	\$ 100.00
Tracking (Minor)	\$ 100.00
Tracking (Major)	\$ 500.00
Drain Inlet Protection	\$ 100.00
Site Erosion Control (Minor)	\$ 500.00
Site Erosion Control (Major)	\$ 1,000.00
Failure to Provide/Maintain Concrete Washout Facility	\$ 200.00
Failure to Respond to a Notice of Violation	\$ 100.00
Failure to Conduct/Document Site inspections	\$ 100.00
Failure to Maintain SWPPP/Inspection Documents	\$ 100.00

Fee/Charge

Post Construction Structural Storm water BMP Violations

Failure to Perform Proper Maintenance (Minor)	\$ 500.00
Failure to Perform Proper Maintenance (Major)	\$ 1,000.00
Unauthorized Removal or Alterations to BMPs (Minor)	\$ 500.00
Unauthorized Removal or Alterations to BMPs (Major)	\$ 1,000.00
Failure to Submit/Maintain Maintenance Records	\$ 100.00

SURFACE WATER MANAGEMENT UTILITY

Fee/Charge

Minimum fee or below, whichever is greater	\$ 5.80 Per Month	6.25
Single Family Residential (Classification 1) Flat rate	\$ 5.80 Household Per Month	6.25
Two-Family Residential (Classification 2)	\$ 24.49 Per Acre Per Month	24.71
Manufactured Housing (Classification 3)	\$ 34.69 Per Acre Per Month	35.01
Industrial, Multi-Family, Railroad Right-of-Way (Classification 4)	\$ 42.09 Per Acre Per Month	42.47
Commercial/Office/Parking (Classification 5)	\$ 53.95 Per Acre Per Month	54.44
Vacant (Classification 7)	\$ 2.94 Per Acre Per Month	2.96
Agricultural (Classification 8)	\$ 0.74 Per Acre Per Month	
*Five-Year Rate Projections (See Appendix A)		

Street

Fee/Charge

Weed/Mowing/Snow/Nuisance Enforcement	\$ 55.00 + Direct Costs
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(These rates are for governmental agencies only. For non-governmental entities, multiply rate by 1.5.)

*(Equipment hourly rate/not including operator). Generally we will use City employees. Add-\$55.00/hour for operator.

*Elgin Sweeper	\$ 125.00 Per Hour
*Cat/John Deere Front-End Loader	\$ 125.00 Per Hour
*Tractor-Loader Backhoe	\$ 125.00 Per Hour

*Motor Grader	\$	125.00	Per Hour
*Cat Loader w/Snow-Go Blower	\$	150.00	Per Hour
*Truck with Vactor (Catch Basin Cleaning Unit)	\$	125.00	Per Hour
*Truck with Snowplow	\$	125.00	Per Hour
*Skid Loader	\$	125.00	Per Hour
*Dump Truck	\$	125.00	Per Hour
*Boom Truck	\$	125.00	Per Hour
*1-Ton	\$	70.00	Per Hour
*Pick Up	\$	60.00	Per Hour
Brush Chipper	\$	70.00	Per Hour
Portable Pumps	\$	60.00	Per Hour
Barricades - Type II	\$	5.00	Per Day
Barricades - Type III	\$	10.00	Per Day
Traffic Control Devices (12 Cones)	\$	5.00	Per Day Minimum
Operator	\$	55.00	Per Hour

WASTEWATER

	<u>Fee/Charge</u>		
Residential/Commercial (includes \$1.00 Phosphorus Surcharge Violation under Sec. 78-73, Marshall Code of Ordinance	\$ 23.10	Per Month	Base Charge 24.26
Violation under Sec. 78-74, Marshall Code of Ordinance	\$ 50.00	Monthly Surcharge	
Violation under Sec. 78-74, Marshall Code of Ordinance	\$ 100.00	Monthly Surcharge	
Domestic	\$ 4.55	Per 1,000 Gallons	4.78
Industrial	\$ 2.91	Per 1,000 Gallons	3.06
(Surcharge by strength as follows):			
Excess CBOD	\$ 317.89	Per 1,000 Pounds	333.78
Excess Suspended Solids	\$ 317.70	Per 1,000 Pounds	333.59
Excess Phosphorus (industrial)	\$ 5.00	Per Pound	6.00
*Five-Year Rate Projections (See Appendix B)			

Summer sewer rate takes into account the added water usage for lawn and yard sprinkling. For one to four family residential properties, the monthly user charges on the June through November bills shall not exceed the average monthly user charges of the previous February through May billings.

Pretreatment of Industrial Wastewater Violations (Sec. 78-48)

	<u>Fee/Charge</u>
Failure to meet Preliminary Treatment Requirements	\$ 500.00

* The City has the right to charge and assess violators for all costs to the City for damages from any discharge or other action in violation of the City ordinance or in violation of a permit issued by the City, including all attorney's fees, court costs, sampling and monitoring expenses, and other expenses associated with enforcement of this section. Administrative fines or other enforcement actions are not considered to be payment of these costs.

When distinguishing between a Major violation and a Minor violation the following considerations shall be used:

1. Potential critical impact on public health or the environment.
2. Potential danger to human life or safety.
3. Continuing nature of violation.

4. Cost of restitution, repair, or remediation exceeds \$1,000.00.
5. Knowing performance of unpermitted activities.

Existence of one or more of the above criteria supports a finding of a Major violation. Enforcement officials must specifically describe the conditions observed to support this determination.

The administrative fine imposed for a second or subsequent violation of the same type by the same person or entity within a 24-month period may double the amount of the previous fine up to a maximum of \$1,000.00

Call-Out	<u>Fee/Charge</u>	
During Business Hours	\$ 55.00	Per Hour
After Business Hours	\$ 125.00	Per Hour
Biosolids Application	\$50.00 to \$100.00	Per Acre
		Sliding rate based on cost of fertilizer and nutrient quality of biosolids
Porta Potty Waste/Septage	53.55 \$ 51.00	Per 1,000 Gallons plus \$25.00/load
Leachate	4.82 \$ 4.59	Per 1,000 Gallons plus \$25.00/load

Equipment Rental

Fee/Charge

(These rates are for governmental agencies only. For non-governmental entities, multiply rate by 1.5.)

*(Equipment hourly rate/not including operator.)

Operator	\$ 55.00	Per Hour
	<u>Fee/Charge</u>	
*Skid Loader	\$ 125.00	Per Hour
*Water Truck 3,000 Gal.	\$ 125.00	Per Hour
*Dump Truck	\$ 125.00	Per Hour
*Semi Tractor Tanker Trailers	\$ 125.00	Per Hour
*Pickup	\$ 60.00	Per Hour
*Crane Truck	\$ 125.00	Per Hour
Jet Vac Truck	\$ 150.00	Per Hour With Operator
Sludge Applicator Vac/Pressure Sys.	\$ 150.00	Per Hour With Operator
Sewer Camera	\$ 150.00	Per Hour With Operator
6" Portable Pumps	\$ 60.00	Per Hour
6" Hose 100'	\$ 30.00	Per Day
Mileage	\$ 1.50	Per Mile Includes Operator

Laboratory Testing Services

Fee/Charge

(Minnesota Pollution Control Agency Permit #0022179)

CBOD	25.20 \$ 24.00
TSS	12.60 \$ 12.00
Ph	6.30 \$ 6.00
Ammonia	21.00 \$ 20.00
Total Phosphorus	16.80 \$ 16.00
Fecal Coliform	19.95 \$ 19.00
Chlorides	15.75 \$ 15.00
Dissolved Oxygen	10.50 \$ 10.00

Sump Pump Connections

Fee/Charge

Place seal on valve preventing discharge into sanitary sewer system	\$	25.00	Service Charge
Breaking seal on valve to allow discharge to flow into sanitary sewer system	\$	25.00	Service Charge
Discharge fee when seal is broken on valve	\$	25.00	November 1 - March 31
Unpermitted discharge fee	\$	300.00	

Special Assessment For Street Reconstruction

Fee/Charge

Detailed calculation procedures for special assessments are found in the Special Assessment Policy.

The annual assumptions used in those calculations are as follows:

1. Standard assessment amount per residential parcel	\$	5,850.00	
2. Frontage feet for average residential parcel		77	Lineal Foot
3. Area of average residential parcel		12,000	Square Feet
4. Standard street width		36	Feet
5. Standard street load rating		7	Ton

Interest Rate

Projects Bonded	2.00%	Plus Bond Interest Rate
Projects Not Bonded	2.50%	

ECONOMIC DEVELOPMENT DEPARTMENT

Fee/Charge

(Government and Non-profit only)			
Advertising Kiosk Space (as per agreement)	\$	250.00	Per Year; 7/1-6/30 (may pro rate)

SURFACE WATER UTILITY PROJECTIONS

Appendix A

Projected Surface Water Rate Adjustment	Projected Change 2025-2029	2.00%	Approximate Level Rate Increases!!!					
		2024	2025	2026	2027	2028	2029	
	growth in volume							
Operating Revenues	0.00%	1,310,586	1,336,797	1,363,533	1,390,804	1,418,620	1,446,993	
Operating Expenses								
Salaries and benefits		-	-	-	-	-	-	
Supplies	0.00%	15,375	15,375	15,375	15,375	15,375	15,375	
Equipment Repair & Maintenance	0.00%	15,000	15,000	15,000	15,000	15,000	15,000	
Other Repairs and Maintenance	0.00%	25,500	25,500	25,500	25,500	25,500	25,500	
Other services and charges	3.00%	354,133	364,757	375,700	386,971	398,580	410,537	
Insurance	3.00%	6,182	6,367	6,558	6,755	6,958	7,167	
Utilities	5.00%	20,100	21,105	22,160	23,268	24,432	25,653	
Depreciation - Existing		670,529	637,003	605,152	574,895	546,150	518,843	
Depreciation - New			9,541	48,246	78,341	123,926	130,651	
Total Operating Expenses		1,106,819	1,094,648	1,113,692	1,126,105	1,155,921	1,148,726	
Operating Income (Loss)		203,767	242,150	249,841	264,699	262,699	298,267	
Nonoperating Revenues (Expenses)								
Interest	2.00%	20,974	34,948	31,014	27,232	23,564	14,480	
Property taxes		-	-	-	-	-	-	
Other Income		3,000	-	-	-	-	-	
Special assessments		4,600	-	-	-	-	-	
Refunds and reimbursements		-	-	-	-	-	-	
Rents		-	-	-	-	-	-	
Gain/(loss) on disposal of assets		-	-	-	-	-	-	
Interest Expense - existing debt		(162,067)	(135,095)	(115,539)	(96,842)	(79,929)	(65,976)	
Interest Expense - new debt		-	(40,640)	(68,776)	(68,776)	(110,361)	(99,782)	
Total Nonoperating Revenues (Expenses)		(133,493)	(100,147)	(125,165)	(138,386)	(166,726)	(151,278)	
Income (Loss) Before Transfers		70,274	142,002	124,676	126,313	95,973	146,988	
Transfers								
Transfers In		-	-	-	-	-	-	
Transfers (Out)	0.00%	-	-	-	-	-	-	
Total Transfers		-	-	-	-	-	-	
Net Income (Loss)		70,274	142,002	124,676	126,313	95,973	146,988	
Beginning Cash & Investments		2,167,435	1,747,393	1,550,722	1,361,616	1,178,208	723,999	
Net Income		70,274	142,002	124,676	126,313	95,973	146,988	
Depreciation		670,529	646,543	653,399	653,236	670,076	649,494	
Acquisition and Construction of Assets		(586,227)	(1,461,156)	(1,202,854)	(1,567,551)	(426,750)	(1,036,295)	
Proceeds from Long-Term Debt		-	1,161,156	902,854	1,367,551	-	1,036,295	
Principal Payments on Long-Term Debt - New		-	-	(98,979)	(179,403)	(302,254)	(312,833)	
Principal Payments on Long-Term Debt - Existing		(574,617)	(685,217)	(568,203)	(583,553)	(491,255)	(374,770)	
Ending Cash & Investment Balance		1,747,393	1,550,722	1,361,616	1,178,208	723,999	832,878	
Minimum Cash & Investment Balance								
Designated for Capital Improvements - Beginning		584,463	502,984	426,493	342,008	359,807	352,553	
Annual Capital Reserve Funding (1/3 Deprec.)	1/3	218,520	223,510	215,514	217,800	217,745	223,359	
Capital Reserve Used for Improvements/Expansion		(300,000)	(300,000)	(300,000)	(200,000)	(225,000)	-	
Adjustment to Capital Reserve		-	-	-	-	-	-	
Designated for Capital Improvements - Ending		502,984	426,493	342,008	359,807	352,553	575,911	
Designated for Revenue Bonds (following yrs DS)		820,312	823,361	928,574	983,800	853,362	970,768	
Net Operating Cash		424,098	300,868	91,033	(165,398)	(481,915)	(713,802)	
Unassigned Operating Reserve (25% of Oper. Exp.)		273,662	278,423	281,526	288,980	287,181	287,181	
Recommended Minimum Operating Cash		273,662	278,423	281,526	288,980	287,181	287,181	
Amount Over (Under) Goal		150,436	22,445	(190,493)	(454,379)	(769,097)	(1,000,983)	

WASTEWATER UTILITY PROJECTIONS

		5.00%					
Projected Wastewater Rate Adjustment	Projected Change		5.00%	5.00%	5.00%	5.00%	5.00%
		2024	2025	2026	2027	2028	2029
	growth in volume						
Operating Revenues							
Surcharge Revenues	0.00%	-	-	-	-	-	-
Utility Sewer Charges	0.00%	5,626,349	5,907,667	6,203,050	6,513,203	6,838,863	7,180,806
Pretreatment Charges	0.00%	-	-	-	-	-	-
Other Services and Charges	0.00%	-	-	-	-	-	-
Total Operating Revenues		5,626,349	5,907,667	6,203,050	6,513,203	6,838,863	7,180,806
Operating Expenses							
Salaries and benefits	3.00%	1,366,295	1,407,284	1,449,502	1,492,987	1,537,777	1,583,910
Supplies	4.00%	542,325	564,018	586,579	610,042	634,444	659,821
Repair and maintenance	4.00%	255,760	265,990	276,630	287,695	299,203	311,171
Other services and charges	2.50%	619,507	634,995	650,870	667,141	683,820	700,915
Insurance	3.00%	81,202	83,638	86,147	88,732	91,394	94,135
Utilities	5.00%	280,760	294,798	309,538	325,015	341,266	358,329
Depreciation-Existing		1,725,408	1,639,138	1,557,181	1,479,322	1,405,356	1,335,088
Depreciation-New			42,852	119,980	173,645	559,247	616,486
Total Operating Expenses		4,871,257	4,932,713	5,036,426	5,124,579	5,552,505	5,659,856
Operating Income		755,092	974,954	1,166,624	1,388,624	1,286,358	1,520,950
Non-Operating Revenue (Expenses)							
Special Assessments		-	-	-	-	-	-
Other income (expense)		-	218,076	218,077	218,077	218,077	218,077
Investment earnings (loss)	3.10%	71,587	180,487	215,765	243,442	207,652	232,124
Refunds and reimbursements		19,492	19,492	19,492	19,492	19,492	19,492
Rents		21,390	21,390	21,390	21,390	21,390	21,390
Gain (Loss) on Disposal of Assets - Net		-	-	-	-	-	-
Bond (discount) premium amortization		-	-	-	-	-	-
Bond issuance costs		-	-	-	-	-	-
Interest Expense - existing debt		(200,605)	(170,175)	(144,351)	(120,870)	(102,987)	(92,638)
Interest Expense - new debt			-	(64,534)	(90,257)	(387,177)	(388,044)
Total Non-Operating Revenues		(88,136)	269,270	265,839	291,275	(23,553)	10,401
Income (Loss) Before Transfers		666,956	1,244,224	1,432,463	1,679,898	1,262,805	1,531,351
Operating Transfers							
Transfers In		-	-	-	-	-	-
Transfers Out		(6,180)	-	-	-	-	-
Total Operating Transfers		(6,180)	-	-	-	-	-
Net Income (Loss)		660,776	1,244,224	1,432,463	1,679,898	1,262,805	1,531,351
Beginning Cash & Investments		6,372,755	5,822,159	6,960,155	7,852,982	6,698,453	7,487,857
Net Income		660,776	1,244,224	1,432,463	1,679,898	1,262,805	1,531,351
Depreciation		1,725,408	1,681,990	1,677,160	1,652,967	1,964,602	1,951,574
Acquisition and Construction of Assets		(1,287,564)	(2,080,822)	(1,579,115)	(11,570,047)	(1,719,184)	(2,118,985)
Proceeds from Long-Term Debt		-	1,843,822	892,115	8,722,157	1,184,528	2,118,985
Principal Payments on Long-Term Debt - New		-	-	(157,170)	(238,716)	(990,560)	(1,128,556)
Principal Payments on Long-Term Debt - Existing		(1,649,217)	(1,551,217)	(1,372,627)	(1,400,788)	(912,788)	(780,788)
Ending Cash & Investment Balance		5,822,159	6,960,155	7,852,982	6,698,453	7,487,857	9,061,437
Minimum Cash Balance							
Designated for Capital Improvements - Beginning		3,049,156	2,921,161	3,496,297	3,756,961	1,770,124	2,121,113
Annual Capital Reserve Funding (1/3 Deprec.)	1/3	586,069	575,136	560,663	559,053	550,989	654,867
Capital Reserve Used for Improvements/Expansion		(714,064)	-	(300,000)	(2,545,890)	(200,000)	-
Adjustment to Capital Reserve							
Designated for Capital Improvements - Ending		2,921,161	3,496,297	3,756,961	1,770,124	2,121,113	2,775,980
Designated for Revenue Bonds (following yrs DS)		1,721,392	1,738,682	1,850,631	2,393,512	2,390,026	2,636,792
Net Operating Cash		1,179,605	1,725,176	2,245,391	2,534,817	2,976,718	3,648,664
Unassigned Operating Reserve (40% of Oper. Exp.)		1,973,085	2,014,570	2,049,832	2,221,002	2,263,943	2,263,943
Recommended Minimum Operating Cash		1,973,085	2,014,570	2,049,832	2,221,002	2,263,943	2,263,943
Amount Over (Under) Goal		(793,480)	(289,394)	195,559	313,815	712,775	1,384,722

Community Planning Department Building Permit Valuation Policy

The Community Planning Department reserves the right to set valuations based on the below costs.

Residential Construction (single family through four-plex, wood framed)

New houses^a, additions, and remodelings

Minimum valuation

Finished floor - main	105	\$95 per SF
Finished floor – 2 nd and above	70	\$65 per SF
Finished basement/half-basement	60	\$55 per SF
Semi-finished basement (wall studs, underfloor plumbing)	40	\$35 per SF
Unfinished basement (fully open, mid-bearing allowed)	30	\$25 per SF
3-season porch		\$60 per SF
Open/screened porch		\$30 per SF
Roof over patio (patio not included)	15	\$10 per SF
Attached finished garage	40	\$35 per SF
Attached unfinished garage	35	\$30 per SF
Finishing full basement from unfinished		\$25 per SF
Finishing full basement from semi-finished		\$15 per SF

Accessory buildings^e

Detached garage		\$30 per SF
Storage shed		\$25 per SF
Open gazebo		\$20 per SF

Others

Attached deck (wood) ^b	28	\$24 per SF
Reroof (asphalt and metal) ^c	450	\$300 per square
Residing (vinyl and wood) ^d	400	\$250 per square
Window replacement (except bay and picture windows) ^e	800	\$700 per window
Single exterior door (w/o sidelight) replacement ^e	800	\$700 per door
Overhead garage door	900	\$800 single, \$1,500 1,700 double

Notes:

- a. Houses with full height brick or stone veneer on any wall – add 25%
- b. Non-wood decks – add 50%
- c. Wood roofs – add 100%
- d. Engineered wood and fiber-cement siding - add 50%; metal siding and EIFS - add 100%
- e. Bay and picture windows, doors with sidelights, patio doors, and double doors – add 100%
- f. All areas used for valuation calculations shall be gross areas.
- g. Plan review fees shall be reduced to 25% of the permit fee for similar houses per MSBC.

Commercial construction

For new buildings and additions follow 2014 Minnesota Department of Labor and Industry construction valuation data per square foot **plus 20%** based on occupancy and type of construction.

RESOLUTION NUMBER 23-085

**RESOLUTION APPROVING SPECIFIC FEES TO BE CHARGED
BY THE CITY OF MARSHALL**

WHEREAS, several sections of the City Code permit the Common Council to adopt by resolution, rules, regulations and permit fees which will be effective in the City.

NOW THEREFORE, BE IT RESOLVED, the 2024 fee schedule is hereby approved for the designated services of the City of Marshall and shall be effective January 1, 2024, unless specifically stated otherwise within the 2024 fee schedule.

FURTHER BE IT RESOLVED, the Wastewater and Surface Water Rates are projections for 2025-2029.

Passed and adopted by the City Council this 12th day of December 2023.

Robert J. Byrnes
Mayor

ATTEST:

Steven Anderson
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of an Agreement to Contract with Hearing Officers for the Administrative Citation Process
Background Information:	<p>On August 8, 2023, the city council adopted Ordinance 23-020 creating Chapter 2, Article 2-VIII Administrative Citations. This ordinance was sought by staff to address City Code violations in a prompt and timely manner rather than seeking enforcement under the criminal court system that could be potentially more costly than the original violation. As part of the Administrative Citation process City Code violators are given their due process through Section 2-410 Administrative Hearing Procedure.</p> <p>A written notice requesting a hearing and a filing fee shall be given to the City Clerk to schedule a hearing with an impartial third party (hearing officer) who will conduct the hearing and make judgement based on the information provided by city staff and the defendant. The ordinance requires that the hearing officer be a current licensed attorney or a retired judge. City Attorney Whitmore has drafted an agreement and garnered the interest of a number of attorneys who would be willing to be hearing officers for the City of Marshall remotely. Staff are recommending contracting with hearing officers at a rate of \$150/hr., not to exceed \$700 per hearing, which includes attendance at the hearing, research and a written decision that includes a finding of fact, conclusion of law and an order.</p> <p>The Ways and Means Committee met on December 4, 2023 and voted in favor of recommending a \$150 deposit to request an administrative hearing plus hearing officer fees and contracting with hearing officers at a rate of \$150/hr.</p> <p>If approved, per Chapter 2, Article 2-VII, Section 2-410 Administrative Hearing Procedure, a list of hearing officers that have signed the agreement will be brought forward to City Council for approval.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve the agreement to contract with hearing officers at a rate of \$150/hr., not to exceed \$700 per administrative hearing.

**AGREEMENT BETWEEN THE CITY OF MARSHALL, MINNESOTA
AND {HEARING OFFICER NAME}**

THIS AGREEMENT is made on [Month][DD], 2023 ("Effective Date"), between the City of Marshall, a Minnesota municipal corporation located at 344 West Main Street, Marshall, Minnesota 56258 ("City"), and HEARING OFFICER NAME, HEARING OFFICER ADDRESS ("Hearing Officer").

WITNESSETH

WHEREAS, the City desires to hire an administrative hearing officer; and

WHEREAS, the Hearing Officer represents that the person has the professional expertise and capabilities to provide the services of a hearing officer for the City as set forth in City Code; and

WHEREAS, the City desires to have the Hearing Officer provide these hearing officer services.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM AND TERMINATION

- A. The term of this Agreement is from the Effective Date to END DATE.
- B. Either party may terminate this Agreement, for any reason or no reason at all, upon giving thirty (30) days' advanced written notice to the other party.

II. HEARING OFFICER DUTIES

- A. The Hearing Officer shall provide the services of an administrative hearing officer for the City on an as-needed basis. The Hearing Officer shall attend remote hearings set up by the City at a time convenient for the Hearing Officer, take testimony from the relevant parties, and provide a written recommendation or decision, as applicable, to the City in the time frame required by the applicable City ordinance, state law or other time frame as specified by the City.
- B. The Hearing Officer agrees to provide these services for the sum of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per hour, inclusive of all travel and other related expenses, not to exceed SEVEN HUNDRED DOLLARS AND NO/100 (\$700.00) per hearing assignment. Secretarial services are not provided by the City, but City will make its recording equipment available during the hearings and provide the Hearing Officer with any requested audio recordings.

- C. For any month in which the Hearing Officer provides services under this Agreement, the Hearing Officer agrees to provide the City with a monthly invoice detailing the hours services were provided to the City under this Agreement.
- D. The Hearing Officer must perform the services in a fair and impartial manner. The Hearing Officer agrees to comply with the standards established by the following rules in the Minnesota Code of Judicial Conduct, as such rules may be amended from time to time: Rule 2.2 [Impartiality and Fairness]; Rule 2.3 [Bias, Prejudice, and Harassment]; Rule 2.4 [External Influences on Judicial Conduct]; Rule 2.5 [Competence, Diligence and Cooperation]; Rule 2.6 [Ensuring the Right to be Heard]; Rule 2.8 [Decorum, Demeanor, and Communication]; Rule 2.9 [Ex Parte Communication]; Rule 2.10 [Judicial Statements on Pending and Impending Cases]; and Rule 2.11 [Disqualification]. The City staff that administers the City's hearing officer program are considered "court officials" for purposes of applying the above-referenced rules to the services provided under this Agreement.
- E. The Hearing Officer agrees to provide these services in accordance with state law and city code.
- F. It is agreed that nothing in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties or as constituting the Hearing Officer as the agent, representative or employee of the City for any purpose except for liability as provided in Article III., Section B below. The Hearing Officer is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Hearing Officer agrees that the City will not be responsible for any Worker's Compensation claims.

III. DUTIES OF THE CITY

- A. The City agrees to pay the Hearing Officer for the Hearing Officer's services at the rate specified in Article II, Section B above. The City shall pay the Hearing Officer within thirty (30) days after receipt of the Hearing Officer's invoice for services provided.
- B. The City shall defend, indemnify and hold harmless the Hearing Officer from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the decisions rendered by the Hearing Officer, provided that the Hearing Officer was acting in the performance of this Agreement and was not guilty of malfeasance, willful misconduct or bad faith.

IV. MISCELLANEOUS

- A. This Agreement represents the entire Agreement between the Hearing Officer and City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

- B. The Hearing Officer and the City agree to comply with the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation Act of 1973 and shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A.
- C. Pursuant to Minn. Stat. § 13.03, subd. 11, the Hearing Officer is subject to the requirements of the Minnesota Government Data Practices Act, (Minn. Stat., ch. 13, the "MGDPA"), and the Hearing Officer must comply with the MGDPA as if he/she/they were a government entity, including the remedies in Minn. Stat. § 13.08. The Hearing Officer agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
- D. This Agreement shall not be assignable except at the written consent of the City.
- E. Under Minn. Stat. § 16C.05, subd. 5, the Hearing Officer's books, records, documents, and accounting procedures relevant to this Agreement, are subject to examination by the City and either the legislative or state auditor as appropriate, for a period of six years after termination of this Agreement.
- F. This Agreement is governed by the laws of the State of Minnesota, without regard to conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MARSHALL, MINNESOTA

DATE: _____ BY: _____
Mayor

Reviewed and approved by the City Clerk

HEARING OFFICER

DATE: _____ BY: _____
HEARING OFFICER NAME

Fine Schedule

The fine amount is based on the city code section that is violated. Non-payment if not paid within the specified time will constitute a lien on the real property upon which the violation occurred. The lien will be certified to the Lyon County Auditor/Treasurer to be placed on your property tax for the following taxable year.

Failure to Pay

If you do not pay the fine, the city may do one or more of the following:

- Issue an additional administrative citation
- Add a late fee of 10% each week outstanding if not paid within 10 days
- Assess the lien upon the property to be certified to the Lyon County Auditor/Treasurer
- Suspend or revoke any licenses or permits issued by the city related to the violation
- Initiation criminal proceedings
- Initiate other enforcement action authorized by law

The following information is a summary of Chapter 2-VII Administrative Citations of the City of Marshall Code of Ordinances. To view the ordinance in full please visit www.ci.marshall.mn.us or scan the QR code below.



Item 14.

Administrative Citation Appeal Form \$150 Hearing Filing Fee Required

plus charge for services rendered by hearing officer if in favor of the city

Citation No: _____

Date: _____ Penalty Amount: \$ _____

Property Address: _____

PLEASE PRINT

Explain the reason for the appeal (why you feel the violation did not exist) or attach a letter:

Name: _____

Address: _____

Phone #: _____

Email: _____

Signature: _____

Best Day(s) of the Week for Hearing Availability (please circle all that apply)

M T W TH F

Best timeframe for Hearing Availability (please indicate all that apply)

- Morning (8am—11am)
- Mid-Afternoon (11am-2pm)
- Afternoon(2pm-4pm)



Requesting an Administrative Hearing



City of Marshall
344 West Main Street
Marshall, MN 56258
Phone: (507) 537-6760
www.ci.marshall.mn.us

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Administrative Citation Process

One of the City's goals is to maintain high standards of livability, health, and safety for our citizens. The City's Administrative Citation Ordinance is designed to resolve city code violations outside the Lyon County court system. The charge is a civil penalty and not a criminal charge. This brochure summarizes the administrative citation ordinance and process. City code can be referenced through the City website at www.ci.marshall.mn.us.

Receiving a Citation

If you receive a citation, you may correct the violation and pay the fine; or if you want to request a hearing, you must respond within 10 days from the citation date. The purpose of a hearing is to determine whether or not a violation of City Code(s) existed. City Code cannot be changed through the Administrative Citation Hearing process.

If you feel you received the citation in error or need information about how to correct the violation, please contact the city department who issued the citation. If you do not pay the fine and do not request a hearing, you are admitting the violation occurred and waived your right to a hearing.

Paying the Fine

The fines for the Administrative Citation Ordinance are determined by Council Resolution. The fine may be paid by case, check, or money order. You may either pay in person at City Hall or mail one copy of the citation with your check or money order to:

City of Marshall
Attn: Finance
344 West Main Street
Marshall MN 56258

Requesting a Hearing

If you would like to appeal the fine, the request must be submitted in writing within 10 days from the date the fine was issued, including a \$150 Hearing request deposit fee. If the hearing officer rules in favor of the city an additional \$150 per hour will be charged to cover the cost of the services of the administrative hearing officer.

Please fill out the Hearing request form on the back of this brochure and submit it to the city.

The City Clerk will send you confirmation of the date, time, location and name of the Hearing Officer for your hearing.

Before the Hearing

Contacting the Hearing Officer:

You may **NOT** contact the Hearing Officer before the hearing to discuss your case.

Changing the Assigned Hearing Officer:

If you have an objection to the assigned Hearing Officer, you may file a written request with the City Clerk no later than 5 days to change the assigned Hearing Officer.

Hearing Procedure

The hearing will be informal, without strict rules of evidence, and will be recorded. The Hearing Officer will decide whether you may make an opening and/or closing statement.

The City bears the burden of proving a violation occurred. You have the right to cross-examine the City's witnesses. After the City has finished its case, you may present witnesses, but you are not obligated to present any evidence.

After the Hearing

An aggrieved party may obtain judicial review of the decision of the hearing officer by petitioning the Minnesota Court of Appeals for a writ of certiorari pursuant to Minnesota Statute Section 606.1. This must be completed within 60 days from the date of the administrative hearing.

For more information regarding a Judicial Review, including forms or appeal process, please visit:

<http://www.mncourts.gov/> or call the Clerk of Appellate Courts at (651) 296-2581

Decision

The Hearing Officer may take up to 10 days to make a decision. A copy of all decisions will be mailed to you.

The Hearing Officer has the authority to:

- Determine that a violation occurred
- To dismiss a citation
- To impose the scheduled fine, or to reduce, stay, or waive a scheduled fine either unconditionally or upon compliance with appropriate conditions.

Failure to Appear

The failure to attend the hearing constitutes a waiver of your right to an administrative hearing and an admission of the violation. A hearing officer may waive this result upon good cause shown. Examples of good cause include: death in your immediate family, illness which incapacitates you, a court order to appear at another hearing, and lack or proper service of the citation or notice of the hearing.



Presenter:	Katie Brusven
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Acceptance of Donations Made to the Adult Community Center for FY 2023
Background Information:	<p>The Adult Community Center is thankful for the kind and generous donations received this year for supplies and other needs to the facility from:</p> <p>Lyon County Master Gardeners VFW Auxiliary Delta Lodge Masons Marlin Winkelman Erma Ellingson Family</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Adopt the resolution formally accepting donations to the Marshall Adult Community Center received in 2023.

RESOLUTION NUMBER 23-079
ACCEPTING A DONATION TO THE CITY FOR THE ADULT COMMUNITY CENTER

WHEREAS, the City of Marshall is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Lyon County Master Gardeners	\$100
VFW Auxiliary	\$100
Delta Lodge Masons	\$100
Marlin Winkelman	\$25
Erma Ellingson Family	\$1215

WHEREAS, the terms or conditions of the donations, if any, are as follows:

These donations will be used towards general program supplies and facility needs.

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.

Passed by the Common Council of the City of Marshall, Minnesota this 12th day of December 2023.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Quentin Brunsvold
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Acceptance of Donations Made to the Marshall Fire Department for FY 2023
Background Information:	<p>The Marshall Fire Department is thankful for the kind and generous donations received this year.</p> <p>The Marshall Fire Department was fortunate to receive \$5,000 from Flint Hills Resources and \$10,000 from Archer Daniel Midland to be used towards a forcible entry door prop at the MERIT Center.</p> <p>Andrew Suby, State Farm, kindly donated \$500 to be used for the purchase of equipment for our technical rope rescue team.</p> <p>Flint Hills Resources provided a scholarship of \$1000 to send two firefighters to live fire training at the Flint Hills Refinery in Rosemount, MN.</p> <p>Great Plains Natural Gas donated \$750 and \$178.63 from various donators were added to the Marshall Fire Department Scholarship endowment fund.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Adopt the resolution formally accepting donations to the Marshall Fire Department received in 2023.

**RESOLUTION NUMBER 23-080
ACCEPTING A DONATION TO THE CITY FOR THE FIRE DEPARTMENT**

WHEREAS, the City of Marshall is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Flint Hills Resources – Koch Companies	\$5,000.00
Archer Daniels Midland	\$10,000.00

WHEREAS, the terms or conditions of the donations, if any, are as follows:

These donations were used towards a forcible entry door prop that was purchased for the MERIT Center.

WHEREAS, the following persons and entities have offered to contribute cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
State Farm – Andrew Suby	\$500.00

WHEREAS, the terms or conditions of the donations, if any, are as follows:

This donation was used toward the purchase of equipment for the technical rope rescue team.

WHEREAS, the following persons and entities have offered to contribute cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Flint Hills Resources	\$1,000.00

WHEREAS, the terms or conditions of the donations, if any, are as follows:

These donations were used as a scholarship to send two firefighters to live fire training at the Flint Hills Refinery in Rosemount, Minnesota.

WHEREAS, the following persons and entities have offered to contribute cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
MDU Resources Foundation (Great Plains Natural Gas)	\$750.00
Miscellaneous Cash donations	\$178.63

WHEREAS, the terms or conditions of the donations, if any, are as follows:

These donations were added to the Marshall Fire Department Scholarship endowment fund.

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.

Passed by the Common Council of the City of Marshall, Minnesota this 12th day of December 2023.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Acceptance of Donations Made to the Administration Department for FY 2023
Background Information:	On behalf of the Marshall Sounds of Summer Committee the City of Marshall has received \$3,000 from the American Legion Post 113 to be used for the Sounds of Summer event.
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Adopt the resolution formally accepting a donation to the Administration Department received in 2023 for the Sounds of Summer celebration.

RESOLUTION NUMBER 23-081
ACCEPTING A DONATION TO THE CITY FOR THE ADMINISTRATION DEPARTMENT

WHEREAS, the City of Marshall is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and specifically authorized to accept gifts.

WHEREAS, the following entity has offered to contribute cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
American Legion Post 113	\$3,000.00

WHEREAS, the terms or conditions of the donations, if any, are as follows:

This donation will be used towards the Sounds of Summer celebration event in Marshall.

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donation described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.

Passed by the Common Council of the City of Marshall, Minnesota this 12th day of December 2023.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, December 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of employee retirement resolutions
Background Information:	<p>On January 12, 2024, two employees who retired between January 1 and December 31, 2023 will be honored for their service to the City at the annual Employee Appreciation and Recognition Event. These employees are:</p> <ul style="list-style-type: none"> • Carolyn Runholt, Appraiser • Greg Haugen, Mechanic <p>Staff request approval of the attached resolutions. Following approval, each City Councilmember will be asked to sign the resolutions.</p> <p>Both of these retirees have been invited to the annual event, to be held on January 14, 2024, to receive a retirement plaque and this signed resolution, which recognizes and honors each employee for their many years of service and contributions to the City.</p>
Fiscal Impact:	No fiscal impact
Alternative/ Variations:	None recommended
Recommendations:	That the Council approve the employee retirement resolutions

RESOLUTION NUMBER 23-083
City of Marshall, Minnesota

- WHEREAS:** Carolyn Runholt has faithfully served the City of Marshall for 7 years of commendable service from September 30, 2016 to December 29, 2023; and
- WHEREAS:** Across her 27-year career in public service, she has distinguished herself with her knowledge and many abilities; she has conscientiously and professionally represented the City of Marshall and Lyon County in the Assessing Departments; and
- WHEREAS:** Carolyn achieved an Accredited Minnesota Assessor licensure and served the citizens of the City of Marshall with full commitment to her responsibilities in her position as Appraiser; and
- WHEREAS:** Carolyn has served the citizens of Marshall in many essential areas with her knowledge of property valuation methods, understanding of real estate markets, her ability to apply relevant laws and regulations, and her proficiency in data analysis; and
- WHEREAS:** Carolyn has worked in partnership with her fellow coworkers and officials of the City of Marshall; and
- WHEREAS:** All the citizens of the City of Marshall have been the beneficiary of her efforts, talents, and abilities for the past 27 years; and
- WHEREAS:** The City of Marshall is honored to extend our appreciation and gratitude to Carolyn for her hard work, dedication, and commitment to excellence.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA, that this community and City Council express and record their gratitude and appreciation for Carolyn’s contributions to the City, and dedication to public service, which have earned her the respect and friendship of all who have had the pleasure of working with her, and extend best wishes to Carolyn for many years of good health and happiness in her retirement.

Adopted by the City Council this 12th day of December 2023.

Robert J. Byrnes, Mayor

James Lozinski, Council Member

Amanda Schroeder, Council Member

Steven Meister, Council Member

John Alcorn, Council Member

Craig Schafer, Council Member

See Moua-Leske, Council Member

Sharon Hanson, City Administrator

ATTEST

Steven Anderson, City Clerk

**RESOLUTION NUMBER 23-084
City of Marshall, Minnesota**

- WHEREAS:** Greg Haugen has faithfully served the City of Marshall for 12 years of commendable service from December 19, 2011 to December 29, 2023; and
- WHEREAS:** Across his 31-year career in public service, he has distinguished himself with his knowledge and many abilities; he has conscientiously and professionally represented the City of Marshall and Lyon County in the Public Works Departments; and
- WHEREAS:** Greg has served the citizens of the City of Marshall with full commitment to his responsibilities in his position as Mechanic; and
- WHEREAS:** Greg has dedicated loyal and exceptional service to the City of Marshall, consistently contributing to the success of our operations; and
- WHEREAS:** Greg has demonstrated his expertise and skills in maintaining and repairing the City’s fleet of vehicles and equipment, ensuring they run effectively and safely; and
- WHEREAS:** Greg has worked in partnership with his fellow coworkers and officials of the City of Marshall and was a recipient of the Employee of the Year Award in 2013; and
- WHEREAS:** All the citizens of Marshall have been the beneficiary of his efforts, talents, and abilities for the past 31 years; and
- WHEREAS:** The City of Marshall is honored to extend our appreciation and gratitude to Greg for his hard work, dedication, and commitment to excellence.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA, that this community and City Council express and record their gratitude and appreciation for Greg’s contributions to the City, and dedication to public service, which have earned him the respect and friendship of all who have had the pleasure of working with him, and extend best wishes to Greg for many years of good health and happiness in his retirement.

Adopted by the City Council this 12th day of December 2023.

Robert J. Byrnes, Mayor

James Lozinski, Council Member

Amanda Schroeder, Council Member

Steven Meister, Council Member

John Alcorn, Council Member

Craig Schafer, Council Member

See Moua-Leske, Council Member

Sharon Hanson, City Administrator

ATTEST

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, December 12, 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: 11/30/2023 - 12/11/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	12/08/2023	EFT	0.00	2,421.15	14993
6128	ACTION COMPANY LLC	12/01/2023	EFT	0.00	5,689.00	14912
7411	ADELMANN, MARK	12/08/2023	EFT	0.00	650.00	14994
0560	AFSCME COUNCIL 65	12/08/2023	EFT	0.00	1,384.60	14995
6412	AG PLUS COOPERATIVE	12/08/2023	EFT	0.00	26.43	14996
0567	ALEX AIR APPARATUS 2 LLC	12/08/2023	EFT	0.00	172.00	14997
0578	AMAZON CAPITAL SERVICES	12/01/2023	EFT	0.00	195.39	14913
0578	AMAZON CAPITAL SERVICES	12/08/2023	EFT	0.00	796.05	14998
3761	AMERICAN BOTTLING CO.	12/08/2023	Regular	0.00	282.42	123678
5837	ANDERSON, JASON	12/01/2023	EFT	0.00	80.00	14914
1772	ANDERSON, TIM	12/01/2023	EFT	0.00	666.70	14915
6694	ARAMARK UNIFORM & CAREER APPAREL GROU	12/01/2023	EFT	0.00	120.74	14916
0630	ARCTIC GLACIER	12/01/2023	Regular	0.00	323.44	123664
5327	BAUMANN, ADAM	12/01/2023	EFT	0.00	30.00	14917
6818	BEEK, JORDY	12/08/2023	EFT	0.00	601.79	14999
0688	BELLBOY CORPORATION	12/01/2023	EFT	0.00	2,550.37	14918
0688	BELLBOY CORPORATION	12/08/2023	EFT	0.00	5,190.40	15000
0689	BEND RITE CUSTOM FABRICATION, INC.	12/01/2023	Regular	0.00	73.38	123665
0699	BEVERAGE WHOLESALERS, INC.	12/01/2023	Regular	0.00	34,556.17	123666
0699	BEVERAGE WHOLESALERS, INC.	12/08/2023	Regular	0.00	21,369.07	123679
6219	BLACKSTRAP, INC.	12/01/2023	EFT	0.00	4,906.35	14919
6482	BLOMBERG, GRANT	12/08/2023	EFT	0.00	425.00	15001
0726	BORCH'S SPORTING GOODS, INC.	12/08/2023	EFT	0.00	848.96	15002
0018	BORDER STATES INDUSTRIES, INC.	12/08/2023	EFT	0.00	771.96	15003
3829	BRAU BROTHERS	12/01/2023	EFT	0.00	859.50	14920
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	12/01/2023	Regular	0.00	6,561.84	123667
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	12/08/2023	Regular	0.00	3,026.92	123680
0740	BREMER BANK NATIONAL ASSOCIATION	12/01/2023	Bank Draft	0.00	227,981.25	DFT0003458
3568	BRUNSVOLD, QUENTIN	12/01/2023	EFT	0.00	30.00	14921
6857	BRUSVEN, KATHERINE	12/01/2023	EFT	0.00	30.00	14922
0728	BUFFALO RIDGE CONCRETE INC	12/08/2023	EFT	0.00	960.00	15004
0378	BUYSSE, JASON	12/01/2023	EFT	0.00	30.00	14923
0380	CALLENS, DAVID	12/01/2023	EFT	0.00	254.95	14924
6791	CAPITAL ONE	12/01/2023	Regular	0.00	81.67	123670
6791	CAPITAL ONE	12/08/2023	Regular	0.00	103.34	123682
7164	CARD CONNECT/MERCHANT BANK CD	12/04/2023	Bank Draft	0.00	233.07	DFT0003461
0815	CATTOOR OIL COMPANY, INC	12/08/2023	EFT	0.00	70.00	15005
0818	CAUWELS, ROGER	12/01/2023	EFT	0.00	30.00	14925
5733	CLARITY TELECOM, LLC	12/01/2023	EFT	0.00	145.00	14926
0831	COALITION OF GREATER MN CITIES	12/08/2023	Regular	0.00	425.00	123683
7419	CONDOMINIUM ASSOCIATION 203	12/01/2023	Regular	0.00	10,000.00	123671
0384	COUDRON, DEAN	12/01/2023	EFT	0.00	30.00	14927
7394	CRESTED RIVER CANNABIS COMPANY	12/01/2023	EFT	0.00	1,255.00	14928
0919	CRYSTEEL TRUCK EQUIPMENT INC	12/08/2023	EFT	0.00	214.00	15006
0920	CULLIGAN WATER CONDITIONING OF MARSHAI	12/08/2023	Regular	0.00	113.25	123684
3819	DACOTAH PAPER CO	12/01/2023	EFT	4.87	493.05	14929
7102	DAHLHEIMER BEVERAGE	12/01/2023	EFT	0.00	2,190.00	14930
6472	DEUTZ, LAUREN	12/01/2023	EFT	0.00	80.00	14931
4356	DIGI-KEY, INC	12/08/2023	EFT	0.00	37.45	15007
5731	DOLL DISTRIBUTING LLC	12/01/2023	EFT	0.00	14,260.35	14932
5731	DOLL DISTRIBUTING LLC	12/08/2023	EFT	0.00	13,815.19	15008
4126	DOOM & CUYPER CONSTRUCTION	12/08/2023	EFT	0.00	38,407.45	15009
1020	DUIINCK, INC.	12/01/2023	EFT	0.00	1,752.12	14933
1061	EMERGENCY APPARATUS MAINTENANCE INC	12/01/2023	EFT	0.00	103.12	14934

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Date Range: 11/30/2023 - 12/11/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4753	ENTERPRISE LEASING CO	12/01/2023	EFT	0.00	109.42	14935
4753	ENTERPRISE LEASING CO	12/08/2023	EFT	0.00	114.24	15010
6700	EYEMED VISION CARE	12/08/2023	Regular	0.00	682.48	123685
1090	FASTENAL COMPANY	12/01/2023	EFT	0.00	100.00	14936
1090	FASTENAL COMPANY	12/08/2023	EFT	0.00	35.34	15011
1158	GALLS INC	12/01/2023	EFT	0.00	554.93	14937
7420	GEO-COMM, INC.	12/08/2023	Regular	0.00	5,000.00	123689
6676	GILES, BLAKE	12/08/2023	EFT	0.00	424.13	15012
7014	GIRGEN, DAVID	12/08/2023	EFT	0.00	424.13	15013
7162	GRACEFUL MARILYN QUILT SHOPPE, LLC	12/08/2023	Regular	0.00	292.50	123690
1201	GRAINGER INC	12/01/2023	EFT	0.00	7.61	14938
6127	GRANDVIEW VALLEY WINERY, INC	12/08/2023	Regular	0.00	2,880.00	123691
1208	GREAT PLAINS NATURAL GAS COMPANY	12/08/2023	Bank Draft	0.00	12,223.51	DFT0003484
7045	GREATER MINNESOTA REGIONAL PARKS AND T	12/08/2023	Regular	0.00	250.00	123692
3760	GROWMARK INC.	12/08/2023	EFT	0.00	729.30	15014
7336	HANSON, ERIC	12/01/2023	EFT	0.00	70.00	14939
1267	HEIMAN INC.	12/08/2023	EFT	0.00	250.00	15015
5515	HOFFMANN, RYAN	12/01/2023	EFT	0.00	30.00	14940
1311	HYVEE FOOD STORES INC	12/01/2023	Regular	0.00	224.64	123672
1311	HYVEE FOOD STORES INC	12/08/2023	Regular	0.00	103.05	123693
1325	ICMA RETIREMENT TRUST #300877	12/08/2023	EFT	0.00	50.00	15016
1343	INDEPENDENT LUMBER OF MARSHALL INC	12/08/2023	Regular	0.00	31.99	123694
6540	INTERNATIONAL CHEMTEX, LLC	12/08/2023	EFT	0.00	976.97	15017
1399	JOHNSON BROTHERS LIQUOR COMPANY	12/01/2023	EFT	0.00	6,514.39	14943
1399	JOHNSON BROTHERS LIQUOR COMPANY	12/08/2023	EFT	0.00	13,412.49	15020
2036	JOHNSON BROTHERS LIQUOR COMPANY	12/01/2023	EFT	0.00	9,166.02	14942
2036	JOHNSON BROTHERS LIQUOR COMPANY	12/08/2023	EFT	0.00	7,356.81	15022
2605	JOHNSON BROTHERS LIQUOR COMPANY	12/01/2023	EFT	0.00	85.05	14944
2605	JOHNSON BROTHERS LIQUOR COMPANY	12/08/2023	EFT	0.00	3,423.08	15018
5447	JOHNSON BROTHERS LIQUOR COMPANY	12/01/2023	EFT	0.00	1,256.50	14941
5447	JOHNSON BROTHERS LIQUOR COMPANY	12/08/2023	EFT	0.00	1,374.55	15019
6796	JOHNSON BROTHERS LIQUOR COMPANY	12/08/2023	EFT	0.00	40.32	15021
1417	KENNEDY & GRAVEN, CHARTERED	12/01/2023	EFT	0.00	8,021.50	14945
3564	KESTELOOT ENTERPRISES, INC	12/08/2023	EFT	0.00	210.83	15023
5095	KIBBLE EQUIPMENT LLC	12/08/2023	EFT	0.00	5,380.11	15024
6944	KIRI ANN FAUL	12/08/2023	EFT	0.00	650.00	15025
0450	KOPITSKI, JASON	12/01/2023	EFT	0.00	30.00	14946
5377	KRUK, CHRISTOPHER	12/01/2023	EFT	0.00	30.00	14947
5138	L & A SYSTEMS, LLC	12/08/2023	EFT	0.00	827.19	15026
1480	LAW ENFORCEMENT LABOR SERVICE INC	12/08/2023	EFT	0.00	1,215.00	15027
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	12/08/2023	Regular	0.00	396,261.00	123695
6183	LEE, JERRED	12/01/2023	EFT	0.00	30.00	14948
6567	LINCOLN CO SHERIFF'S OFFICE	12/08/2023	Regular	0.00	425.98	123702
1508	LOCKWOOD MOTORS INC	12/08/2023	EFT	0.00	39.06	15028
6323	LUTHER, ERIC	12/01/2023	EFT	0.00	30.00	14949
3816	LUTHERAN SOCIAL SERVICES	12/08/2023	Regular	0.00	25.20	123703
1531	LYON COUNTY AUDITOR-TREASURER	12/01/2023	EFT	0.00	552.67	14950
1545	LYON COUNTY HIGHWAY DEPARTMENT	12/08/2023	EFT	0.00	8,618.49	15029
1552	LYON COUNTY RECORDER	12/08/2023	EFT	0.00	71.25	15030
1553	LYON COUNTY SHERIFF'S DEPT.	12/08/2023	Regular	0.00	468.73	123704
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	12/08/2023	EFT	0.00	1,119.16	15031
1604	MARSHALL AREA CHAMBER OF COMMERCE	12/08/2023	EFT	0.00	60.00	15032
1616	MARSHALL CONVENTION & VISITORS BUREAU	12/01/2023	EFT	0.00	7,000.00	14951
1616	MARSHALL CONVENTION & VISITORS BUREAU	12/08/2023	EFT	0.00	17,200.50	15033
1623	MARSHALL INDEPENDENT, INC	12/01/2023	Regular	0.00	54.00	123673
5813	MARSHALL LUMBER CO	12/01/2023	EFT	0.00	717.47	14952
5813	MARSHALL LUMBER CO	12/08/2023	EFT	0.00	107.35	15034
1633	MARSHALL MUNICIPAL UTILITIES	12/08/2023	EFT	0.00	78,281.87	15035
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	12/01/2023	EFT	0.52	25.33	14953
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	12/08/2023	EFT	0.00	280.41	15038
3545	MARSHALL RADIO	12/08/2023	EFT	0.00	2,150.00	15039

Council Check Report

Date Range: 11/30/2023 - 12/11/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0460	MARSHALL, JAMES	12/01/2023	EFT	0.00	80.00	14954
7153	MAVERICK WINE LLC	12/01/2023	EFT	0.00	697.00	14955
6025	MELLENTHIN, CODY	12/01/2023	EFT	0.00	30.00	14956
4980	MENARDS INC	12/01/2023	EFT	0.00	308.17	14957
4980	MENARDS INC	12/08/2023	EFT	0.00	404.56	15040
1704	MESERB	12/08/2023	Regular	0.00	300.00	123705
3971	MEULEBROECK, ANDY	12/01/2023	EFT	0.00	30.00	14958
3971	MEULEBROECK, ANDY	12/08/2023	EFT	0.00	20.00	15041
1658	MINNESOTA RECREATION AND PARK ASSOCIAT	12/08/2023	Regular	0.00	80.00	123706
7422	MINNESOTA STATE ARMORY BUILDING COMM	12/08/2023	Regular	0.00	17.97	123707
6665	MISTER COOL'S CLOTHING, INC	12/08/2023	Regular	0.00	578.29	123708
1754	MN CHIEFS OF POLICE ASSOCIATION	12/08/2023	EFT	0.00	477.00	15042
6422	MN STATE LOTTERY	11/30/2023	Bank Draft	0.00	950.16	DFT0003457
6955	MOBERG, E.J.	12/01/2023	EFT	0.00	80.00	14959
1923	NCPERS MN GROUP LIFE INS.	12/08/2023	EFT	0.00	224.00	15043
1945	NORM'S GTC	12/01/2023	Regular	0.00	36.73	123674
1945	NORM'S GTC	12/08/2023	Regular	0.00	128.38	123709
7166	NORTHAMERICAN BANCARD/EPX	12/01/2023	Bank Draft	0.00	10,401.02	DFT0003459
7230	NORTHERN STATES SUPPLY, INC	12/08/2023	EFT	0.00	75.00	15044
5891	ONE OFFICE SOLUTION	12/01/2023	EFT	0.00	19.67	14960
5891	ONE OFFICE SOLUTION	12/08/2023	EFT	0.00	26.98	15045
3809	O'REILLY AUTOMOTIVE STORES, INC	12/01/2023	EFT	0.00	72.54	14961
3809	O'REILLY AUTOMOTIVE STORES, INC	12/08/2023	EFT	0.00	12.99	15046
5205	PAINTED PRAIRIE VINEYARD, LLC	12/08/2023	EFT	0.00	312.00	15047
1243	PATZERS INC	12/01/2023	EFT	0.00	1,107.99	14962
1243	PATZERS INC	12/08/2023	EFT	0.00	9.99	15048
2019	PAUSTIS WINE COMPANY	12/08/2023	EFT	0.00	1,479.67	15049
7168	PAYLIDIFY/GATEWAY SERVICES	12/06/2023	Bank Draft	0.00	14.44	DFT0003485
7163	PAYLIDIFY/MERCHANT BANK	12/04/2023	Bank Draft	0.00	379.75	DFT0003460
7163	PAYLIDIFY/MERCHANT BANK	12/04/2023	Bank Draft	0.00	43.39	DFT0003462
5707	PAYPAL INC	12/05/2023	Bank Draft	0.00	79.00	DFT0003486
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	12/01/2023	EFT	0.00	118.50	14963
6569	PIPESTONE COUNTY SHERIFF'S OFFICE	12/08/2023	Regular	0.00	282.29	123710
2049	PLUNKETTS PEST CONTROL INC	12/01/2023	EFT	0.00	41.82	14964
3557	POMP'S TIRE SERVICE, INC.	12/01/2023	EFT	0.00	61.00	14965
2064	POWERPLAN	12/08/2023	Regular	0.00	138.59	123711
5606	PRE-PAID LEGAL SERVICES, INC.	12/08/2023	Regular	0.00	327.95	123712
7421	PRIDE IN THE TIGER FOUNDATION	12/08/2023	Regular	0.00	500.00	123714
0477	PRZYBILLA, SCOTT	12/01/2023	EFT	0.00	30.00	14966
4584	QUALIFICATION TARGETS, INC	12/08/2023	Regular	0.00	341.33	123715
2096	QUARNSTROM & DOERING, PA	12/01/2023	EFT	0.00	8,184.71	14967
2112	R AND G CONSTRUCTION COMPANY	12/01/2023	EFT	0.00	168,836.44	14968
6570	REDWOOD COUNTY SHERIFF'S OFFICE	12/08/2023	Regular	0.00	1,134.32	123716
6571	REDWOOD FALLS POLICE DEPARTMENT	12/08/2023	Regular	0.00	1,049.36	123717
4826	RIEKE, BENJAMIN	12/01/2023	EFT	0.00	30.00	14969
0707	ROADSIDE DEVELOPERS INC	12/08/2023	Regular	0.00	312.00	123718
0481	ROKEH, JASON	12/01/2023	EFT	0.00	30.00	14970
5867	ROUND LAKE VINEYARDS & WINERY	12/08/2023	EFT	0.00	225.00	15050
2201	RUNNING SUPPLY, INC	12/01/2023	EFT	0.00	11.19	14971
2201	RUNNING SUPPLY, INC	12/08/2023	EFT	0.00	111.05	15051
5556	SANDGREN, KAYLYNN	12/01/2023	EFT	0.00	30.00	14972
2232	SCHNAIBLE, MASON	12/01/2023	EFT	0.00	180.50	14973
2248	SCOTT'S TREE SERVICE	12/08/2023	EFT	0.00	150.00	15052
2288	SMI & HYDRAULICS, INC.	12/01/2023	EFT	0.00	256.27	14974
4855	SOUTHERN GLAZER'S	12/01/2023	EFT	0.00	5,694.48	14975
4855	SOUTHERN GLAZER'S	12/08/2023	EFT	0.00	11,687.82	15053
3022	SOUTHWEST HEALTH & HUMAN SERVICES	12/08/2023	Regular	0.00	820.00	123719
2318	SOUTHWEST SANITATION INC.	12/08/2023	EFT	0.00	3,596.47	15054
0491	ST AUBIN, GREGORY	12/01/2023	EFT	0.00	30.00	14976
3808	STELTER, GEOFFREY	12/01/2023	EFT	0.00	30.00	14977
4134	STENSRUD, PRESTON	12/01/2023	EFT	0.00	184.90	14978

Council Check Report

Date Range: 11/30/2023 - 12/11/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6800	STOCKWELL ENGINEERS	12/01/2023	EFT	0.00	4,750.00	14979
4385	STUART C IRBY CO.	12/01/2023	EFT	0.00	63.98	14980
6706	SUN LIFE FINANCIAL	12/08/2023	EFT	0.00	1,504.66	15055
3315	SUSSNER CONSTRUCTION	12/08/2023	EFT	0.00	2,580.83	15057
6427	SWALBOSKI, BRIAN	12/08/2023	EFT	0.00	505.86	15058
0495	SWANSON, GREGG	12/01/2023	EFT	0.00	30.00	14981
0875	THE COMPUTER MAN INC	12/01/2023	EFT	0.00	476.00	14982
0875	THE COMPUTER MAN INC	12/08/2023	EFT	0.00	2,229.30	15059
4048	THOMSEN, MIKE	12/08/2023	EFT	0.00	216.46	15060
2428	TITAN MACHINERY	12/01/2023	EFT	0.00	24.40	14983
2428	TITAN MACHINERY	12/08/2023	EFT	0.00	55,679.40	15061
7184	TRANSAX	12/05/2023	Bank Draft	0.00	20.60	DFT0003487
6156	TRUE BRANDS	12/01/2023	EFT	0.00	126.96	14984
3342	TRUEDSON, SCOTT	12/01/2023	EFT	0.00	30.00	14985
3875	TYLER TECHNOLOGIES	12/01/2023	Regular	0.00	31,581.40	123675
7418	UDOFOT ENTERPRISES, INC	12/01/2023	Regular	0.00	440.00	123676
4402	UPS	12/01/2023	Regular	0.00	321.81	123677
6370	VANKEULEN, KURTIS	12/01/2023	EFT	0.00	157.03	14986
0512	VANLEEUWE, SARA J.	12/01/2023	EFT	0.00	70.00	14987
4489	VERIZON WIRELESS	12/08/2023	EFT	0.00	35.01	15062
0164	VESSCO, INC	12/08/2023	EFT	0.00	2,078.01	15063
2538	VIKING COCA COLA BOTTLING CO.	12/01/2023	EFT	0.00	283.10	14988
2538	VIKING COCA COLA BOTTLING CO.	12/08/2023	EFT	0.00	411.55	15064
4594	VINOCOPIA INC	12/01/2023	EFT	0.00	1,937.63	14989
5288	WEST CENTRAL COMMUNICATIONS, INC	12/01/2023	EFT	0.00	274.59	14990
7086	WESTMOR INDUSTRIES, LLC	12/08/2023	Regular	0.00	1,921.79	123720
6146	WILTS, KEVIN	12/01/2023	EFT	0.00	180.50	14991
2632	ZIEGLER INC	12/01/2023	EFT	0.00	64.22	14992
2632	ZIEGLER INC	12/08/2023	EFT	0.00	172.03	15065

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	83	44	0.00	523,928.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	10	10	0.00	252,326.19
EFT's	257	151	5.39	560,596.77
	350	205	5.39	1,336,851.24

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	83	44	0.00	523,928.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	10	10	0.00	252,326.19
EFT's	257	151	5.39	560,596.77
	350	205	5.39	1,336,851.24

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	11/2023	950.16
999	POOLED CASH FUND	12/2023	1,335,901.08
			1,336,851.24

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
 12/12/2023

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	2023 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE	
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00								
ST-004	480-43300-55170	2/22/2022	Haibur Road Reconstruction	Duininck, Inc	1,142,009.72	(19,302.51)	1,122,707.21	3,039,722.04	2,661,221.96	66,794.00		11,822.00	-	100.00%	
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc	480,250.35	15,028.32	495,278.67			1,068,756.85	53,950.36	-	-	100.00%	
ST-001	101-43300-53425	2/28/2023	Chip Seats	Allied Blacktop Company	165,497.40	2,520.60	168,018.00			376,682.76	118,595.91	-	-	100.00%	
ST-002	495-43300-55170	3/14/2023	Bituminous Overlay on Various City Streets	Duininck, Inc	887,990.20	(252,845.61)	635,144.59				168,018.00	-	-	100.00%	
ST-008	401-43300-55170	3/14/2023	Channel Parkway Pavement Replacement	Duininck, Inc	1,374,151.96	23,942.42	1,398,094.38				635,144.59	-	-	100.00%	
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	39,670.13	3,885,167.44			1,264,350.49	133,743.89	-	-	100.00%	
SWM-002	630-49600-55170	3/14/2023	Legion Field Road Stormwater Study: Phase 2	Towne & Country Excavating LLC	703,749.60	10,774.88	714,524.48			3,335,682.22	168,836.44	35,399.18	345,249.60	91.11%	
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00	6,078.00	177,720.00			553,545.41	29,133.97	29,133.97	131,845.10	81.55%	
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00			121,467.95	38,407.45	8,416.60	9,428.00	94.70%	
ST-032	481-43300-53425	7/11/2023	L2,BLK1, Schwans Corp I Addition Prkng Lot Improv	D & G Excavating, Inc.	221,243.20	6,568.56	227,811.76			51,540.63		-	23,459.37	68.72%	
										227,811.76		-	-	100.00%	
							<u>14,097,231.74</u>	<u>581,794.79</u>	<u>14,679,026.53</u>	<u>3,039,722.04</u>	<u>2,661,221.96</u>	<u>1,563,774.24</u>	<u>340,987.78</u>	<u>84,771.75</u>	<u>509,982.07</u>



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Marc Klaith and Amanda Schwarz, Jump In, Make A Splash Committee Co-Chairs
Meeting Date:	Tuesday, December 12, 2023
Category:	INFORMATION ONLY
Type:	INFO
Subject:	Jump In, Make A Splash Committee
Background Information:	<p>Following the successful referendum held on November 7, 2023, that will provide \$18.3 million in funds through the extension of the sales tax in Marshall, a grassroots, community based, Jump In, Make A Splash Committee was formed in partnership with the Marshall Community Foundation, and City of Marshall, with the intention of offering residents and local businesses sponsorship and special recognition opportunities. Additional funds will help support additional amenities such as a body slide flume, lily pad water walk, climbing wall and more shade structures. All donations are being made to the Marshall Community Foundation, who is also managing the aquatic center fund.</p> <p>Co-Chairs Marc Klaith and Amanda Schwarz will present information on the formation of this Committee and planned activities to encourage sponsorship and supporter opportunities.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	N/A
Recommendations:	Information Only



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Cassi Weiss
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Annual Convention and Visitor Bureau Update and Contract Renewal
Background Information:	Visit Marshall Director, Cassi Weiss will be in attendance to provide an update on the Convention and Visitors Bureau. The annual contract with the Marshall Convention and Visitors Bureau is set to expire at the end of the year. A revised agreement has been drafted by the attorneys at Kennedy & Graven and is attached for review.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve the agreement between the Marshall Convention and Visitors Bureau and the Red Baron Arena & Expo, and Amateur Sports Complex.

CITY OF MARSHALL
RED BARON ARENA & EXPO AND AMATEUR SPORTS COMPLEX SERVICE
AGREEMENT WITH MARSHALL CONVENTION AND VISITORS BUREAU

THIS AGREEMENT, made and entered into this 1st day of January 2024 (“Effective Date”), by and between the Marshall Convention and Visitors Bureau, whose address is 1651 Victory Drive, Marshall, MN 56258 (hereinafter referenced as “CVB”), and the City of Marshall, Marshall, MN 56258, (hereinafter referenced as “CITY”).

WHEREAS, the parties desire to enter into a service agreement for the purpose of marketing, promoting, sponsor relations and scheduling the City of Marshall owned facilities of the Red Baron Arena & Expo and Amateur Sports Complex in accordance with the City Code of Ordinances Chapter 70 Taxation Article IV Food and Beverage Tax; and

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to increase users of the Red Baron Arena & Expo and Amateur Sports Complex; and

WHEREAS, the City and CVB must foster relationships which allow contribution of our individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best provide a full service experience for our visitors and users; and

WHEREAS, CVB will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein.

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

- 1) CVB Scope of Services Subject to the terms and conditions of this agreement, CVB agrees to provide administrative services to market, promote and schedule the City of Marshall’s Red Baron Arena & Expo and Amateur Sports Complex including, but not limited to the following:
 - a. CVB will assist in the development of an annual budget, updated as needed with input and approval from the Parks and Recreation Superintendent, City Administrator, and City Council.
 - b. CVB will assist in the development of a marketing plan, updated as needed with input and approval from the Parks and Recreation Superintendent and City Administrator. The plan will identify the marketing and promotions of these facilities. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
 - c. CVB will assist in the development of all related user fees and sponsorships.

- d. The CVB shall directly involve the designated sports commission in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.
- e. The CVB will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of the designated sports commission related files and projects, coordinate meeting agendas, and participate in presentation of information at meetings.
- f. The CVB will provide staff to maintain the Red Baron Arena & Expo's website and social media.
- g. The CVB will assist in maintaining facility schedules and related contracts for users at the Red Baron Arena & Expo.
- h. The CVB will provide an annual presentation (written and/or oral) of outcomes/status updates to the City Council.

2) Event Roles: The parties agree to the following division of roles related to events:

ROLES	RESPONSIBLE PARTY	DESCRIPTION
Recruiting/Event sourcing	CVB	Develop and maintain solid relationship with organizations/exhibitors
Online Scheduling/school calendar	CVB	Confirm/deny date and time. Add to calendar. *City meetings/events are booked through City staff
Concession/Studio 1 Communications	CVB	Identify which dates need coverage for events.
Event Contracts/Documents	CVB	CVB originates the schedule, sends out the contract and secures the signed contracts
Advertising and Marketing	CVB	Create plan to market and communicate the event. Update website and social media outlets. Implement traditional and digital marketing campaigns.
Event Planning Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Detailed description of event needs. Coordinate logistics (food location, participants, supplies needed, etc.)
Set-up	City Maintenance Crew	Coordinate event needs (set-up chairs/tables/etc.)
Event Manager	CVB	Attends event.
Tear Down	City Maintenance Crew	Clean up.

Post-event Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Review the successes and challenges the event and determine areas needing improvement.
Billing/Collection	City	Send invoices for event and collect payment.
Manage Sponsorship agreements/add additional revenue dashers/bb/sb complex/outfield signage	CVB	Create and market sponsorship programs.
Tracking of reservations on a shared platform outside of rSchool to be updated in a timely manner by all parties	CVB / Studio 1 / City Staff	Utilize external spreadsheet or platform that all parties have access to fully list all events and due dates.

3) CVB Governance

- a. The CVB is established pursuant to Chapter 70, Section 70-22 of Marshall City Code and must comply with Article 70-II and all other applicable City Code provisions and state laws.
- b. The CVB Director or their designee shall coordinate with designated City officials in preparation of agendas and be responsible for presentations at the Southwest Minnesota Regional Amateur Sports Commission meetings.

4) CVB Staff

- a. The staffing and management of the CVB is the responsibility of the CVB Board of Directors, who will assume full responsibility for employment, discharge and day-to-day management of the CVB.
- b. The CVB represents that it is skilled in the matters addressed in the Scope of Services and is performing independent functions and responsibilities within its field of expertise. The CVB and its personnel are independent contractors and not employees of the City. As an independent contractor, the CVB is responsible for its own management including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the CVB or its personnel. CVB has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided herein.

- c. Worker's Compensation Insurance. Throughout the Term, CVB and the City shall each maintain Worker's Compensation Coverage to the extent required by law.

5) CVB/CITY Collaboration

- a. Reports and Information: In addition to complying with the requirements with Article 70-II, including Section 70-22 of Marshall City Code, the CVB shall furnish periodic reports and documents on matters covered by this Agreement within a reasonable time upon request by the City. The reports and documents shall be furnished as follows:
 - i. Annual Budget and Business Plan. The CVB shall provide a presentation to the City Council along with an overview of the annual budget and business plan. The annual business plan should detail the tourism promotion programs tied to the annual budget and metrics for determining the success of the promotion programs. The annual budget must include the salary of any employee, officer, director or trustee required to be reported on IRS Form 990.
 - ii. Annual Report. The CVB shall submit an annual report to the City by December 15th of each year.
 - iii. Quarterly Financials. The CVB shall provide the City's Finance Director, or designee, with a quarterly financial statement. The financial statement shall show: (a) list of bills/expense report; (b) budget to actual statement; and (c) current fund balance.
 - iv. If the City requests additional information related to events, the CVB will provide that information in a format which includes the following:
 - 1. List of special events sponsored by the CVB with the amount of revenue expended on each festival, special event or tourism-related facility;
 - 2. The estimated number of tourists and/or persons traveling over fifty miles to the destination, and
 - 3. The estimated number of lodging stays generated per festival or tourism-related event.
- b. Collaboration. Collaboration with the Parks & Recreation Superintendent, Executive Committee of the designated sports commission and CVB Director is essential.
- c. Staff Needs. CVB agrees, upon request, to provide other staff or consultants as determined necessary to provide services as outlined herein. If provision of additional staff would result in CVB exceeding its budget, CVB and City agree to meet and confer on staffing needs.

- d. Regular Meetings. CVB will facilitate regular meetings with City staff to discuss business projects, share information on pending projects, develop appropriate responses and provide updates.
- e. Regional Presence. CVB staff is expected to participate in regional and State organizations and efforts related to activities of the designated sports commission.

6) Payment and Terms

- a. Payment: Monthly payments for services in the amount of \$7,000 shall be paid by the 1st of the month for that service month, on a monthly basis by the City of Marshall. These payments will cover all costs associated with providing all related services. All payments shall be made to Marshall Convention & Visitors Bureau, 1651 Victory Drive, Marshall, MN 56258.
- b. Term: The Agreement shall become effective January 1, 2024 and continue until December 31, 2024. ("Term"). For the convenience of City, CVB may hold over this service agreement subsequent to the expiration of the Term until this Agreement is modified or superseded by a new agreement approved by City and CVB. During any holdover period, any such holding over shall also be subject to all other terms of this Agreement. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the City to terminate the services of CVB at any time pursuant to this Agreement.

- 7) Indemnity and Duty to Defend. Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. CVB agrees to defend, indemnify and hold the City, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of CVB or of its agents or contractors related to the performance of this Agreement. The City agrees to defend, indemnify and hold CVB, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the City or of its agents or contractors related to the performance of this Agreement. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The indemnifying party shall retain all rights and defenses available to the indemnified party. Nothing in this Agreement constitutes a waiver of any limits on liability, immunities, or exemptions from liability available to either party under Minnesota Statutes, chapter 466 or other law.

8) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.

9) Termination Provision

- a. Mutual Termination. The parties, by mutual written agreement, may terminate this Agreement at any time.
- b. CVB Termination. CVB may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City, so long as the City is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and the effective date of termination.
- c. City Termination. The City may terminate this Agreement by providing thirty (30) days' written notice at any time for breach upon written notice to the CVB, so long as the CVB is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and effective date of termination.
- d. The City may terminate this agreement for any reason, or no reason, upon nine (9) months' written notice to the CVB.
- e. The City may terminate this Agreement immediately upon the CVB's failure to have in force any insurance required by this Agreement.
- f. Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City of Marshall at no cost.

Except as provided in Paragraph 10 below, in the event of a termination, the City shall pay the CVB for Services performed to the date of termination.

10) Remedies.

- a. In the event of a termination of this Agreement by the City because of a breach by the CVB, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof.

- b. The foregoing remedies provided to City for breach of this Agreement by CVB shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of CVB's breach.

11) Notice. Any written notices, including written notice of termination, shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
1651 Victory Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

12) Audit. This Agreement is subject to the requirements of Minnesota Statutes, section 16C.05, subd. 5. CVB agrees that the City or any authorized representatives of the City may have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, or other materials during normal business hours and as often as deemed necessary for purposes of auditing revenue and expenditures. CVB agrees to maintain these materials, records, and documents for six years from the date of termination of this Agreement.

13) Compliance with Laws. CVB shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.

14) Conflict of Interest. In the event of a conflict of interest, the CVB shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide requested marketing and promotion services.

15) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and both parties waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

16) Data Practices Act Compliance. Any and all data provided to the CVB, received from the CVB, created, collected, received, stored, used, maintained, or disseminated by CVB pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and specifically Section 13.495.

This paragraph does not create a duty on the part of the CVB to provide access to public data to the public if the public data are available from the City.

- 17) No Discrimination. The CVB agrees not to discriminate in providing Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to termination of this Agreement.
- 18) Waiver. Any waiver by any party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
- 19) Survivability. All covenants, indemnities, guarantees, releases, representations, and warranties of either party or the parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such expiration or termination.
- 20) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- 21) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

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

City of Marshall, Minnesota

By: Robert J. Byrnes
Its: Mayor

Attested by:

By: Steven Anderson
Its: City Clerk

Marshall Convention and Visitors Bureau

By: Keith Petermeyer
Its: Board Chair

By: Cassi Weiss
Its: Executive Director

MARSHALL CONVENTION AND VISITORS' BUREAU LEASE AGREEMENT WITH THE CITY OF MARSHALL

THIS LEASE AGREEMENT, made and entered into this 1st day of January 2024 by and between the City of Marshall ("City"), whose address is 344 West Main Street, Marshall, MN 56258, and the Marshall Convention and Visitors Bureau ("CVB"), whose address is 1651 Victory Drive, Marshall, MN 56258, a 501 (c)(6) Corporation as follows:

WHEREAS, the City has office space, excess office furniture, and office equipment available to house and accommodate CVB's administrative operations at the City of Marshall owned facilities of the Red Baron Arena & Expo and Amateur Sports Complex ("Red Baron Arena") and the City has offered to lease such space, furniture, and office equipment to the CVB, and the CVB 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, and all in accordance with the terms and conditions hereinafter provided.

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

- A. Rental Agreement: Subject to the terms and conditions of this agreement, the City agrees to lease and provide rental services to the CVB, including but not limited to:
- Office space at the Red Baron Arena as identified in B below ("Leased Premises")
 - Wireless internet within the Red Baron Arena
 - Cleaning services for meeting space at the Red Baron Arena (if rental schedule allows)
 - Garbage & recycling at the Red Baron Arena
 - Snow removal in the Red Baron Arena parking lot(s) and adjoining sidewalks
 - Utilities. The City of Marshall agrees to provide such heat, electricity, water, and sewage services as are reasonably necessary for CVB's operations at no additional cost to CVB.
 - This agreement allows the CVB to utilize the meeting rooms in the arena, but the community rentals will take priority over the CVB rentals.
 - Access to and from the Leased Premises may require 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. CVB 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 CVB may occupy just as though the property had been specifically described herein

- CVB will use the Leased Premises in compliance with all Federal, State, local laws and regulations. If for any reason CVB's use of the Leased Premises fails to comply with such laws or regulations, and CVB 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.

B. LEASED PREMISES. The City does hereby lease to the CVB and to permit occupancy and use thereof, and CVB does hereby agree to take from the City, that portion of the Red Baron Arena office space described on the diagram marked as Exhibit A attached to this Lease Agreement ("Leased Premises"). The Leased Premises consist of an approximate 200 square foot area.

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

C. Payment and Terms CVB shall pay to City of Marshall monthly payments for Rent in the amount of \$400 per month on the first day of each and every month. All payments shall be made to City of Marshall, 344 West Main Street, Marshall, MN 56258.

D. Lease Term. In addition to the month-to-month occupancy, if any, that has occurred prior to execution of this Lease Agreement, and subject to earlier termination as otherwise provided in this Lease Agreement, the City hereby grants to CVB permission to use the Leased Premises for the purposes set forth herein. The Agreement shall become effective January 1, 2024, and continue until December 31, 2024. City hereby grants CVB the option to renew this Lease Agreement for such additional periods as the parties may negotiate prior to the expiration of the then current term. If CVB wishes to renew the Lease Agreement, it shall express that interest by written notice given to the City at least ninety (90) 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.

- E. Repairs. CVB 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 the Red Baron Arena, 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 CVB's intended use. Consequently, CVB shall have the right, with approval of the City, to remodel, repair, alter or improve the Leased Premises consistent with its use as administrative offices, but only after providing City with one hundred twenty (120) days' written notice. In performing such work, CVB shall in all respects comply with all existing Federal, State, and local building and safety codes, rules and regulations, as well as any permit or other regulatory requirements. Provision for major structural repairs of the Leased Premises, including the repair or replacement of systems such as the air conditioning system, and payment of the cost thereof shall be the responsibility of the City, unless otherwise negotiated by and between the parties and reduced to writing as an amendment to this Lease Agreement. CVB shall have primary responsibility for the security of its own equipment, personal property, and any other leasehold improvements, and as part of any improvements.
- F. Signs. CVB 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 any applicable Sign Ordinance.
- G. 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 CVB's use and enjoyment of the Leased Premises. In addition, CVB, at all times, shall allow the City, in particular, the Police Chief and Fire Chief or their designees, to enter upon the Leased Premises to ensure CVB's compliance with the terms and conditions of this Lease Agreement. 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 Arena generally and to temporarily interfere with CVB's 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 CVB and to reasonably cooperate with CVB to carry out such activities with a minimum amount of interference with CVB's use. Except in emergencies, no interference of CVB's use shall exceed 24 hours unless agreed to in advance by CVB. In such cases, and to the extent reasonably possible, City agrees to make a good faith effort to provide workspace in another portion of the Arena during any such periods of interferences.

H. Mutual Indemnification Obligations City agrees to defend, indemnify, and hold harmless CVB against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of City and/or those of its employees or agents. CVB agrees to defend, indemnify, and hold harmless City against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of CVB and/or those of its employees or agents.

I. Insurance.

- a. CVB will carry general liability insurance with 1,000,000 per occurrence & 3,000,000 general aggregate. CVB shall obtain and maintain continuously in effect at all times during the term of this Lease, at their sole expense, insurance written by a company licensed to do business in the State of Minnesota of the type and having limits at least as large as those set forth herein. Such insurance shall name the City Of Marshall/ Red Baron Arena & Expo as an additional insured thereunder and shall contain provisions requiring at least thirty (30) days advance notice to the City of the termination or cancellation of all such insurance. CVB shall provide the City with copies of certificate of insurance for all policies required herein evidencing such policies. CVB shall deliver certificates of such insurance to the City before occupying the Facility and installing any equipment.
- b. Property Insurance. CVB shall insure or self-insure their own personal property located on the lease premises.
- c. CVB will carry worker's compensation insurance in an amount meeting or exceeding statutory requirements.

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

J. No Assignment. CVB 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.

K. Termination Provision. Both parties here to reserve the right to terminate or amend the terms of this Agreement by providing Thirty (30) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
1651 Victory Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City of Marshall at no cost.

L. General Provisions.

- a. Choice of Law. This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles.
- b. Entire Agreement. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto.
- c. No Amendments. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against either party.
- d. Civil Rights. CVB 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. CVB 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.
- e. 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 any other paragraph, sub-paragraph, sub-division or any other part.

- f. Waiver. Waiver by the City of any default and performance by CVB of any of the terms or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.
- g. Compliance with Laws. CVB agrees to comply with all Federal, State and local laws, ordinances, and regulations that may pertain or apply to the Leased Premises and CVB'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.
- h. 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.
- i. 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.
- j. Data Practices. Any and all data provided to the CVB, received from the CVB, created, collected, received, stored, used, maintained, or disseminated by CVB pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and specifically Section 13.495. This paragraph does not create a duty on the part of the CVB to provide access to public data to the public if the public data are available from the City.

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

City of Marshall, Minnesota

By: Robert J. Byrnes
Its: Mayor

Attested by:

By: Steven Anderson
Its: City Clerk

Marshall Convention and Visitors Bureau

By: Keith Petermeyer
Its: Board Chair

By: Cassi Weiss
Its: Executive Director

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-015 / SP 4204-40): 2025 MnDOT College Drive Improvement Project - Consider Resolution for Municipal Consent and Layout Approval
Background Information:	<p>MnDOT is proceeding with plans to complete State Project 4204-40, Reconstruction of Hwy 19 from 700’ west of Marlene Street through Bruce Street. In accordance with Minnesota Statute 161.164, MnDOT is submitting for City approval the project’s Final Layout Flap, identified as Layout Flap No. 2A, S.P. 4204-40.</p> <p>The City’s approval (municipal consent) is required for this project because it alters access (Many accesses will be closed and /or altered to right in right out), requires acquisition of permanent rights of way (permanent right of way will be obtained to bring city alleys to city access standards). Municipal consent of MnDOT projects is described in Minnesota Statutes 161.162 through 161.167 (attached).</p> <p>Approval or disapproval of the final layout flap 2A is by resolution of the City Council. However, if the City neither approves nor disapproves the final layout flap within 60 days from the date the commissioner submits them, the layout is deemed approved (per MN Statute 161.164).</p> <p>Included with this memorandum is a “Municipal Consent Packet” as provided by Jesse Vlaminck, MnDOT Project Manager. The packet includes a memorandum, applicable State Statutes, project schedule, project cost estimate, and resolutions for the City to utilize for offering municipal consent.</p> <p>During the previous municipal consent layout approval proceedings, State Statutes requirements were fulfilled as follows:</p> <ul style="list-style-type: none"> - City to schedule a public hearing within 15 days of receiving the final layout (by 7/28/2021), and the public hearing was scheduled at the 07/13/2021 City Council meeting to be held 08/24/2021. - Conduct a public hearing within 60 days of receiving the final layout (by 9/11/2021), and the public hearing was held at the 08/24/2021 City Council meeting. - Approve or disapprove the layout by resolution within 90 days of the public hearing (by 12/10/2021), and the resolution was approved on 08/24/2021. <p>State Statutes for subsequent municipal consent layout approval were fulfilled as follows:</p> <ul style="list-style-type: none"> - Approve or disapprove of the layout flap submittal by resolution within 60 days of the flap submittal (by 12/26/2022), and the resolution was approved on 10/25/2022. <p>The project is coming before the Council for acknowledgement and acceptance again because the project limits have changed to include a complete reconstruction of College Drive from South 4th Street to a point 700’ west of Marlene Street. State Statutes for this layout will require the following:</p> <ul style="list-style-type: none"> - Approve or disapprove of the layout flap submittal by resolution within 60 days of the flap submittal (by 02/11/2024).

	MnDOT Project Manager, Jesse Vlaminck is present at this meeting to help present this topic and answer City Council questions. Jesse will help explain the additional municipal consent process and guide Council expectations moving forward.
Fiscal Impact:	No fiscal impact at this time. All improvements may be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER 23-077 which is the "Resolution for Municipal Consent and Layout Approval."

RESOLUTION NO. 23-077
RESOLUTION FOR MUNICIPAL CONSENT AND LAYOUT APPROVAL

WHEREAS, the Commissioner of Transportation has prepared a final layout flap for State Project 4204- 40 on Trunk Highway 19, from 700' west of Marlene Street to 4th Street within the City of Marshall for Reconstruction improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

WHEREAS, said final layout flap is on file in the District 8 Minnesota Department of Transportation office, Willmar, Minnesota, being marked as Layout Flap No. 2A, S.P. 4204-40, from R.P. 33+00.895 to 34+00.012.

NOW, THEREFORE, BE IT RESOLVED that said final layout for the improvement of said Trunk Highway within the corporate limits be and is hereby approved.

Passed and adopted by the City Council this 12th day of December 2023.

ATTEST:

City Clerk

Mayor

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

At a Meeting of the City Council of the City of Marshall, held on the 12th day of December, 2023, the following Resolution was offered by _____ and seconded by _____ that the Council adopt RESOLUTION NUMBER 23-077 which is the "Resolution for Municipal Consent and Layout Approval."

State of Minnesota, County of Lyon, City of Marshall

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Marshall, Minnesota at a duly authorized meeting thereof held on the 12th day of December, 2023, as shown by the minutes of said meeting in my possession.

(SEAL)

Steven Anderson
City Clerk

Municipal Consent

SP 4204-40

City of Marshall

December 12, 2023

Municipal consent submittal letter

SP 4204-40 Layout Flap 2A - Separate file (Signed copy to be hand delivered)

State Statues 161.162 through 161.167

Project schedule

Current Cost Estimate

Sample Resolution for Municipal Consent

Sample Resolution to Waive Municipal Consent

December 12, 2023

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

RE: Request for City Approval (Municipal Consent) of the Final Layout Flap 2A for SP 4204-40

Dear Mayor Byrnes

MnDOT is proceeding with plans to complete State Project 4204-40, Reconstruction of Hwy 19 from 700' West of Marlene Street through Bruce Street. In accordance with Minnesota Statute 161.164, I am submitting for City approval the project's Final Layout Flap, identified as Layout Flap No. 2A, S.P. 4204-40.

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

Approval or disapproval of the final layout flap 2A is by resolution of the City Council. (A sample resolution is attached). However, if the city neither approves nor disapproves the final layout flap within 60 days from the date the commissioner submits them, the layout is deemed approved (per MN Statute 161.164).

The deadlines (per MN Statute 161.164) for the City's responsibilities regarding municipal consent of the attached layout flap are as follows, based on a submittal date of the final layout to the City of [12/12/2023]:

- Within 60 days of the layout flap submittal, approve or disapprove the layout by resolution (by 02/11/2024).

Project Purpose

This project has a deteriorated pavement, indicated by a sub-standard Ride Quality Index (RQI) rating. The RQI rating is projected to continue to decline. This project also has pedestrian access facilities, ramps and sidewalks that do not meet the Americans with Disabilities Act (ADA) standards. This project also has aging underground city utilities; sewer and water mains that are in poor condition.

The purpose of this project is to:

- A) Improve the RQI on this project which will help the entire Highway System achieve the Pavement Performance Targets, and to improve pavement structural integrity and reduce maintenance costs.
- B) Upgrade the pedestrian ramps/sidewalk to meet ADA standards
- C) Facilitate replacement of the deteriorating underground utilities.

Project Description

SP 4204-40 will be a full reconstruction of Trunk Highway (TH) 19 from 700' west of Marlene Street through Bruce Street in Marshall, MN. The project will include but not limited to Concrete Paving, a Roundabout at the intersection of Hwy 19, Country Club Drive, and South 2nd Street, new Signals at Saratoga Street and Main Street (TH 59), Rectangular Rapid Flashing Beacons (RRFB), Bridge approach panel work at Bridge No. 5151 and 5083, Lighting, Storm Sewer, City utilities (Sanitary and Water).

Planned Project Schedule

SP 4204-40 is planned to be let on November 22, 2024, Construction is to begin the spring of 2025 and is anticipated to take up to two construction seasons to complete all work, there will be detours and staged construction.

City's Estimated Project Costs

Some project costs are the City's responsibility, as detailed in MnDOT's cost participation policy. (See the policy and the *Cost Participation and Maintenance with Local Units of Government Manual* at MnDOT's this website: <http://www.dot.state.mn.us/policy/financial/fm011.html>).

Attached is MnDOT's current estimate of the City's costs for S.P. 4204-40. It also shows MnDOT's estimated costs.

As shown on the attached, the City of Marshall's total cost participation for SP 4204-40 is estimated to be \$6,716,936.28.

The alleys between West Lyon and West Marshall streets will require additional Right of Way (R/W) to be built to city standards. It is the intent for MnDOT to obtain the R/W to construct the alleys to standard and then turn back to the city.

City's Maintenance Responsibilities

The City of Marshall will also be responsible for the following:

- Approach legs to the intersections to the outside edge of the shoulder line or outer radius of roundabouts.
- Removal of snow from parking lanes.

- Responsible for maintenance of Parking- related markings installed on MnDOT roadways.
- Routine maintenance of all sidewalks and shared use paths, including but not limited to patching, snow and ice control/removal, sweeping, debris removal, vegetation control, signs, and pavement markings.

MnDOT will be responsible for the following:

- Maintenance activities associated with all trunk highway roadway and shoulder items.
- Non-routine storm sewer system maintenance is defined as removal of sediment from the pipes, replacement, reconstruction, rehabilitation, or improvement of portions of storm water drainage infrastructure such as castings, manhole or catch basin structures, and pipe segments or aprons, including riprap.

Please feel free to contact me if you have any questions about this submittal.

Sincerely,

Jesse Vlaminc /s/

Jesse Vlaminc
Project Manager
MnDOT District 8
2505 Transportation Road
Willmar, MN 56201
320-212-0206
jesse.vlaminck@state.mn.us

Attachments:

Final Layout Flap 2A for SP 4204-40, dated 10/13/2023.
MN Statutes 161.162 – 161.167
Estimated Project Costs
Project Schedule
Sample City Resolution
Sample City Waiver Resolution

cc:

Sharon Hanson – Marshall City Administrator
Jason Anderson – Marshall City Engineer

161.162 DEFINITIONS.

Subdivision 1. **Applicability.** The terms in sections 161.162 to 161.167 have the meanings given them in this section and section 160.02.

Subd. 2. **Final layout.** (a) "Final layout" means geometric layouts and supplemental drawings that show the location, character, dimensions, access, and explanatory information about the highway construction or improvement work being proposed. "Final layout" includes, where applicable, traffic lanes, shoulders, trails, intersections, signals, bridges, approximate right-of-way limits, existing ground line and proposed grade line of the highway, turn lanes, access points and closures, sidewalks, proposed design speed, noise walls, transit considerations, auxiliary lanes, interchange locations, interchange types, sensitive areas, existing right-of-way, traffic volume and turning movements, location of storm water drainage, location of municipal utilities, project schedule and estimated cost, and the name of the project manager.

(b) "Final layout" does not include a cost participation agreement. For purposes of this subdivision "cost participation agreement" means a document signed by the commissioner and the governing body of a municipality that states the costs of a highway construction project that will be paid by the municipality.

Subd. 3. **Final construction plan.** "Final construction plan" means the set of technical drawings for the construction or improvement of a trunk highway provided to contractors for bids.

Subd. 4. **Governing body.** "Governing body" means the elected council of a municipality.

Subd. 5. **Municipality.** "Municipality" means a statutory or home rule charter city.

History: 2001 c 191 s 3; 2002 c 364 s 3

161.163 HIGHWAY PROJECT REVIEW.

Subdivision 1. **Projects requiring review.** Sections 161.162 to 161.167 apply only to projects that alter access, increase or reduce highway traffic capacity, or require acquisition of permanent rights-of-way.

Subd. 2. **Traffic safety measures.** Nothing contained in sections 161.162 to 161.167 limits the power of the commissioner to regulate traffic or install traffic-control devices or other safety measures on trunk highways located within municipalities regardless of their impact on access or traffic capacity or on the need for additional right-of-way.

Subd. 3. **Construction program.** Nothing contained in sections 161.162 to 161.167 limits the commissioner's discretion to determine priority and programming of trunk highway projects.

History: 2001 c 191 s 4

161.164 FINAL LAYOUT APPROVAL PROCESS.

Subdivision 1. **Submission of final layout.** Before proceeding with the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality, the commissioner shall submit to its governing body a final layout and project report covering the purpose, route location, and proposed design of the highway. The final layout must be submitted as part of a report containing any supporting data that the commissioner deems helpful to the governing body in reviewing the final layout submitted. The supporting data must include a good-faith cost estimate of all the costs in which the governing body is expected to participate. The final layout must be submitted before final decisions are reached so that meaningful early input can be obtained from the municipality.

Subd. 2. **Governing body action.** (a) Within 15 days of receiving a final layout from the commissioner, the governing body shall schedule a public hearing on the final layout. The governing body shall, within 60 days of receiving a final layout from the commissioner, conduct a public hearing at which the Department of Transportation shall present the final layout for the project. The governing body shall give at least 30 days' notice of the public hearing.

(b) Within 90 days from the date of the public hearing, the governing body shall approve or disapprove the final layout in writing, as follows:

(1) If the governing body approves the final layout or does not disapprove the final layout in writing within 90 days, in which case the final layout is deemed to be approved, the commissioner may continue the project development.

(2) If the final construction plans contain changes in access, traffic capacity, or acquisition of permanent right-of-way from the final layout approved by the governing body, the commissioner shall resubmit the portion of the final construction plans where changes were made to the governing body. The governing body must approve or disapprove the changes, in writing, within 60 days from the date the commissioner submits them.

(3) If the governing body disapproves the final layout, the commissioner may make modifications requested by the municipality, decide not to proceed with the project, or refer the final layout to an appeal board. The appeal board shall consist of one member appointed by the commissioner, one member appointed by the governing body, and a third member agreed upon by both the commissioner and the governing body. If the commissioner and the governing body cannot agree upon the third member, the chief justice of the supreme court shall appoint a third member within 14 days of the request of the commissioner to appoint the third member.

Subd. 3. **Appeal board.** Within 30 days after referral of the final layout, the appeal board shall hold a hearing at which the commissioner and the governing body may present the case for or against approval of the final layout referred. Not later than 60 days after the hearing, the appeal board shall recommend approval, recommend approval with modifications, or recommend disapproval of the final layout, making additional recommendations consistent with state and federal requirements as it deems appropriate. It shall submit a written report containing its findings and recommendations to the commissioner and the governing body.

History: 2001 c 191 s 5

161.165 COMMISSIONER ACTION; INTERSTATE HIGHWAYS.

Subdivision 1. **Applicability.** This section applies to interstate highways.

Subd. 2. **Action on approved final layout.** (a) If the appeal board recommends approval of the final layout or does not submit its findings and recommendations within 60 days of the hearing, in which case the final layout is deemed approved, the commissioner may prepare substantially similar final construction plans and proceed with the project.

(b) If the final construction plans change access, traffic capacity, or acquisition of permanent right-of-way from the final layout approved by the appeal board, the commissioner shall submit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 3. **Action on final layout approved with changes.** (a) If, within 60 days, the appeal board recommends approval of the final layout with modifications, the commissioner may:

(1) prepare final construction plans with the recommended modifications, notify the governing body, and proceed with the project;

(2) decide not to proceed with the project; or

(3) prepare final construction plans substantially similar to the final layout referred to the appeal board, and proceed with the project. The commissioner shall, before proceeding with the project, file a written report with the governing body and the appeal board stating fully the reasons for doing so.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 4. **Action on disapproved final layout.** (a) If, within 60 days, the appeal board recommends disapproval of the final layout, the commissioner may either:

(1) decide not to proceed with the project; or

(2) prepare final construction plans substantially similar to the final layout referred to the appeal board, notify the governing body and the appeal board, and proceed with the project. Before proceeding with the project, the commissioner shall file a written report with the governing body and the appeal board stating fully the reasons for doing so.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 5. **Final construction plans issued.** The commissioner shall send a complete set of final construction plans to the municipality at least 45 days before the bid opening for informational purposes.

History: 2001 c 191 s 6

161.166 COMMISSIONER ACTION; OTHER HIGHWAYS.

Subdivision 1. **Applicability.** This section applies to trunk highways that are not interstate highways.

Subd. 2. **Action on approved final layout.** If the appeal board recommends approval of the final layout or does not submit its findings or recommendations within 60 days of the hearing, in which case the final layout is deemed approved, the commissioner may prepare substantially similar final construction plans and proceed with the project. If the final construction plans change access or traffic capacity or require additional acquisition of right-of-way from the final layout approved by the appeal board, the commissioner shall submit the portion of the final construction plan that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 3. **Action on final layout approved with changes.** (a) If the appeal board approves the final layout with modifications, the commissioner may:

(1) prepare final construction plans including the modifications, notify the governing body, and proceed with the project;

(2) decide not to proceed with the project; or

(3) prepare a new final layout and resubmit it to the governing body for approval or disapproval under section 161.164, subdivision 2.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 4. **Action on disapproved final layout.** If the appeal board disapproves the final layout, the commissioner may:

(1) decide not to proceed with the project; or

(2) prepare a new final layout and submit it to the governing body for approval or disapproval under section 161.164, subdivision 2.

Subd. 5. **Final construction plans issued.** The commissioner shall send a complete set of final construction plans to the municipality at least 45 days before the bid opening for informational purposes.

History: 2001 c 191 s 7; 2020 c 83 art 1 s 51

161.167 REIMBURSEMENT OF EXPENSES.

Members of the appeal board shall submit to the commissioner an itemized list of the expenses incurred in disposing of matters presented to them. The appeal board members shall be reimbursed for all reasonable expenses incurred by them in the performance of their duties. The commissioner shall pay these costs out of the trunk highway fund.

History: 2001 c 191 s 8

Project Schedule – 4204-40

90% Detailed Design/ADA Detailed Design Submittal
100% Detailed Design/ADA Detailed Design Submittal
Project Letting
Begin Construction

January 2023
July 2024
November 2024
Spring 2025

NOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL		SP 4204-40 (A)		SP 4205-92 (B)		SP 139-010-016 (C)		SP 139-122-007 (D)		SP 139-111-007 (D)		SP 139-107-009 (D)		SP 139-115-005 (D)		100% CITY OF MARSHALL FUNDS (E)		100% CITY OF MARSHALL FUNDS (E)		100% CITY OF MARSHALL FUNDS (E)					
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	2503.503	36" RC PIPE SEWER DES 3006 CL III	LIN FT	\$ 260.00	113	\$ 29,380.00	30	\$ 7,800.00					53	\$ 13,780.00																
	2503.503	42" RC PIPE SEWER DES 3006	LIN FT	\$ 300.00	129	\$ 38,700.00							129	\$ 38,700.00																
	2503.503	42" RC PIPE SEWER DES 3006 CL III	LIN FT	\$ 320.00	939	\$ 300,480.00							704	\$ 225,280.00																
	2503.503	48" RC PIPE SEWER DES 3006	LIN FT	\$ 360.00	128	\$ 46,080.00	74	\$ 26,640.00					156	\$ 49,920.00													79	\$ 25,280.00		
	2503.503	60" RC PIPE SEWER DES 3006	LIN FT	\$ 520.00	85	\$ 44,200.00	85	\$ 44,200.00																			54	\$ 19,440.00		
	2503.503	72" RC PIPE SEWER DES 3006 CL II	LIN FT	\$ 700.00	191	\$ 133,700.00															191	\$ 133,700.00								
	2503.503	72" RC PIPE SEWER DES 3006 CL III	LIN FT	\$ 750.00	249	\$ 186,750.00																								
	2503.503	84" RC PIPE SEWER DES 3006 CL V	LIN FT	\$ 1,350.00	40	\$ 54,000.00															29	\$ 21,750.00								
	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$ 1,900.00	27	\$ 51,300.00															40	\$ 54,000.00								
	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$ 1,700.00	8	\$ 13,600.00																				27	\$ 51,300.00			
	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$ 1,500.00	22	\$ 33,000.00	9	\$ 13,500.00	6	\$ 9,000.00			2	\$ 3,000.00							1	\$ 1,500.00	3	\$ 4,500.00			8	\$ 13,600.00		
	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$ 1,250.00	62	\$ 77,500.00																								
	2503.603	PLUG FILL & ABANDON PIPE SEWER	LIN FT	\$ 25.00	2340	\$ 58,500.00	90	\$ 2,250.00	30	\$ 750.00																	62	\$ 77,500.00		
	2503.603	18" STEEL CASING PIPE	LIN FT	\$ 375.00	38	\$ 14,250.00																					2220	\$ 55,500.00		
	2503.603	20" STEEL CASING PIPE	LIN FT	\$ 410.00	42	\$ 17,220.00																					38	\$ 14,250.00		
	2503.603	22" STEEL CASING PIPE	LIN FT	\$ 485.00	12	\$ 5,820.00																					42	\$ 17,220.00		
	2503.603	28" STEEL CASING PIPE	LIN FT	\$ 485.00	16	\$ 7,760.00																					12	\$ 5,820.00		
	2503.603	36" STEEL CASING PIPE	LIN FT	\$ 510.00	9	\$ 4,590.00																					16	\$ 7,760.00		
	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$ 2,800.00	36	\$ 100,800.00																					9	\$ 4,590.00		
	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$ 250.00	33	\$ 8,250.00																					36	\$ 100,800.00		
	2504.602	HYDRANT	EACH	\$ 8,500.00	13	\$ 110,500.00																					33	\$ 8,250.00		
	2504.602	ADJUST HYDRANT	EACH	\$ 2,230.00	4	\$ 8,920.00																					13	\$ 110,500.00		
	2504.602	ADJUST GATE VALVE & BOX	EACH	\$ 430.00	30	\$ 12,900.00																					4	\$ 8,920.00		
	2504.602	1" CORPORATION STOP	EACH	\$ 200.00	30	\$ 6,000.00																					30	\$ 6,000.00		
	2504.602	4" GATE VALVE & BOX	EACH	\$ 2,660.00	1	\$ 2,660.00																					1	\$ 2,660.00		
	2504.602	6" GATE VALVE & BOX	EACH	\$ 3,200.00	23	\$ 73,600.00																					23	\$ 73,600.00		
	2504.602	8" GATE VALVE & BOX	EACH	\$ 5,000.00	13	\$ 65,000.00																					13	\$ 65,000.00		
	2504.602	10" GATE VALVE & BOX	EACH	\$ 1,400.00	3	\$ 4,200.00																					3	\$ 4,200.00		
	2504.602	ADJUST CURB STOP	EACH	\$ 250.00	13	\$ 3,250.00																					13	\$ 3,250.00		
	2504.602	1" CURB STOP & BOX	EACH	\$ 1,200.00	30	\$ 36,000.00																					30	\$ 36,000.00		
	2504.603	1" TYPE PE PIPE	LIN FT	\$ 55.00	1316	\$ 72,380.00																					1316	\$ 72,380.00		
	2504.603	6" PVC WATERMAIN	LIN FT	\$ 95.00	1239	\$ 117,705.00																					1239	\$ 117,705.00		
	2504.603	8" PVC WATERMAIN	LIN FT	\$ 90.00	3661	\$ 329,490.00																					3661	\$ 329,490.00		
	2504.603	10" PVC WATERMAIN	LIN FT	\$ 65.00	1331	\$ 86,515.00																					1331	\$ 86,515.00		
	2504.603	16" PVC WATERMAIN	LIN FT	\$ 70.00	217	\$ 15,190.00																					217	\$ 15,190.00		
	2504.604	4" INSULATION	SY YD	\$ 75.00	271.2	\$ 20,340.00	171.0	\$ 12,825.00	86.0	\$ 6,450.00																				
	2504.608	WATERMAIN FITTINGS	POUND	\$ 20.00	5263	\$ 105,260.00																								
	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$ 7,500.00	9	\$ 67,500.00	6	\$ 45,000.00	3	\$ 22,500.00																				
	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$ 2,000.00	2	\$ 4,000.00	1	\$ 2,000.00																						
	2506.502	CASTING ASSEMBLY	EACH	\$ 1,100.00	239	\$ 262,900.00	96	\$ 105,600.00	120	\$ 132,000.00																				
	2506.502	ADJUST FRAME & RING CASTING	EACH	\$ 700.00	8	\$ 5,600.00							5	\$ 5,500.00																
	2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	\$ 700.00	185.7	\$ 129,990.00	97.7	\$ 68,390.00	88	\$ 61,600.00																				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	\$ 600.00	120.1	\$ 72,060.00	43.6	\$ 26,160.00	76.5	\$ 45,900.00																				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN I	LIN FT	\$ 700.00	7.3	\$ 5,110.00																								
	2506.503	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	\$ 600.00	114.1	\$ 68,460.00	43.7	\$ 26,220.00	48.1	\$ 28,860.00																				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$ 1,000.00	80.1	\$ 80,100.00	60.9	\$ 60,900.00	19.2	\$ 19,200.00																				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	\$ 1,400.00	45.7	\$ 63,980.00	15.6	\$ 21,840.00	19.3	\$ 27,020.00																				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	\$ 1,800.00	91.4	\$ 164,520.00	5.1	\$ 9,180.00	77.0	\$ 138,600.00																				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-84	LIN FT	\$ 2,200.00	25.6	\$ 56,320.00			12.9	\$ 28,380.00																				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-96	LIN FT	\$ 2,500.00	22.5	\$ 56,250.00	15.4	\$ 38,500.00	7.1	\$ 17,750.00																				
	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-108	LIN FT	\$ 3,800.00	14.2	\$ 53,960.00	14.2	\$ 53,960.00																						
	2506.503	CONST DRAINAGE STRUCTURE DES SD-144	LIN FT	\$ 6,500.00	6.7	\$ 43,550.00	6.7	\$ 43,550.00																						
	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$ 850.00	231.9	\$ 197,115.00	90.4	\$ 76,840.00	141.5	\$ 120,275.00																				

RESOLUTION NO. _____
Resolution for Layout Approval

At a Meeting of the City Council of the City of _____, held on the ___ day of _____, 20___, the following Resolution was offered by _____ and seconded by _____ to wit:

WHEREAS, the Commissioner of Transportation has prepared a final layout flap for State Project 4204-40 on Trunk Highway 19, from 700' West of Marlene Street to 4th Street within the City of Marshall for Reconstruction improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

WHEREAS, said final layout flap is on file in the District 8 Minnesota Department of Transportation office, Willmar, Minnesota, being marked as Layout Flap No. 2A, S.P. 4204-40, from R.P. 33+00.895 to 34+00.012.

NOW, THEREFORE, BE IT RESOLVED that said final layout for the improvement of said Trunk Highway within the corporate limits be and is hereby approved.

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

ATTEST:

Mayor _____ Dated _____, 20___

State of Minnesota

County of _____

City of _____

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of _____, Minnesota at a duly authorized meeting thereof held on the _____ day of _____, 20___, as shown by the minutes of said meeting in my possession.

(SEAL) _____

City Clerk

RESOLUTION No. _____

Resolution for Waiver of Municipal Consent

At a Meeting of the City Council of the City of _____, held on the __ day of _____, 20____, the following Resolution was offered by _____ and seconded by _____, to wit:

WHEREAS, the Commissioner of Transportation has prepared a final layout for State Project 4204-40 on Trunk Highway 19, from 700' West of Marlene Street to 4th Street within the City of Marshall for Reconstruction improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

WHEREAS, said final layout is on file in the District 8 Minnesota Department of Transportation office, Willmar, Minnesota, being marked as Layout Flap No. 2A, S.P. 4204-40, from R.P. 33+00.895 to 34+00.012; and

NOW, THEREFORE, BE IT RESOLVED that the City Council waives the municipal consent approval action, described in Minnesota Statutes 161.162 to 161.167, of the final layout for SP 4204-40 for the improvement of said and Trunk Highway 19 within the corporate limits.

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

ATTEST:

Mayor _____ Dated _____, 20__

State of Minnesota
County of _____
City of _____

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of _____, Minnesota at a duly authorized meeting thereof held on the _____ day of _____, 20____, as shown by the minutes of said meeting in my possession.

(SEAL) _____
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of amendments to the Personnel Policy manual relating to Sick Leave Policies
Background Information:	<p>Minnesota recently passed new legislation that provides earned sick and safe time leave to employees effective 01/01/2024. Our current policy on sick leave requires amendment to comply with this new law. Additionally, a new sick leave policy applicable to part-time, paid-on-call, temporary, and seasonal staff is also required to comply with the new law.</p> <p>The Personnel Committee reviewed this policy on December 5 and recommended approval.</p> <p>Attached for your consideration is a revision of our current sick leave policy that has been reviewed by staff and our Labor Attorney, Susan Hansen. Approval of this policy, with an effective date of 01/01/2024, will bring the City into compliance with the new law. This policy revision does <u>not</u> provide employees with additional sick leave accruals; full-time employees will continue to accrue at the same rates. Rather, the policy will cross-designate the first 48 hours of sick leave used per calendar year as earned sick and safe time leave. Only those first 48 hours of sick leave used per year will be subject to the requirements of the new law. The remaining sick leave accruals used by an employee will be subject to our existing requirements.</p> <p>Also attached for your consideration is a new sick leave policy that is applicable to our part-time, paid-on-call, temporary, and seasonal staff, that follows the minimum requirements established by MN statute. This policy has also been reviewed by our Labor Attorney, Susan Hansen. This constitutes a new benefit that is required by state law. Part-time, paid-on-call, temporary, and seasonal staff that work 80 hours in a calendar year will earn 1 hour of sick leave for every 30 hours worked, up to a maximum of 48 hours per year. Employees may carry-over a maximum of 80 hours of sick leave from one calendar year to the next. This policy will be administered in accordance with state law.</p> <p>If approved by the City Council, staff would proceed with updating the Personnel Policy Manual cover page (date of revision), table of contents, and amended numbering system for the section.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended. The city is required to comply with the new earned sick and safe time leave law effective 01/01/2024.
Recommendations:	That the City Council approve the amended personnel policies with an effective date of 01/01/2024.

Chapter 7: LEAVE POLICIES

The following leave policies are intended to be general summaries and may have state or federal statute applicability. Each leave request will be evaluated on a case-by-case basis and administered in accordance with applicable federal and state laws. Depending upon an employee's situation, more than one form of leave may apply during the same period of time. An employee will need to meet the requirements of each form of leave separately.

Except as otherwise stated, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes if there are requirements for such time off that are not described in the personnel policies.

All leave benefits will accrue during the probationary period. If paid leave is granted during the probationary period and employment is voluntarily or involuntarily terminated prior to completion of the probationary period, any pro-rated paid leave must be reimbursed to the City or withheld from the employee's last pay check.

¾-time employees are also entitled to 75% of vacation, sick, funeral, and personal leave benefits.

Employee leave benefits are pro-rated based on an employee's date of hire and again upon an employee's termination.

If any specific provisions of these leave policies conflict with any current union agreement, the union agreement will prevail for that respective bargaining unit.

7.1 SICK LEAVE

Sick leave is an authorized absence from work with pay, granted to eligible full-time and ¾-time employees. ~~Sick leave is a privilege, not a right.~~ Employees are to use this paid leave only when they are unable to work for medical reasons and/or under the conditions explained below. Employees are required to exhaust their sick leave balance prior to approval of an unpaid medical leave of absence except in the case of an [absence due to a worker's compensation claim or a](#) long-term disability (LTD) claim. Sick leave does not accrue during an unpaid leave of absence.

Full-time employees will earn sick leave at the rate of one (1) day or 8 hours for each month of service and can accumulate up to 120 days or 960 hours at this rate. Beyond 120 days or 960 hours, sick leave will continue to accumulate at a rate of 1/2 day or 4 hours for each month of service.

If at any time the accumulation drops below 120 days or 960 hours the employee will then accumulate one (1) day or 8 hours for each month of service up to 120 days or 960 hours and then continue accumulating 1/2 day or 4 hours for each month of service.

When an employee reaches 120 days or 960 hours or more of accumulated sick leave and the employee utilizes sick leave time, it shall first be withdrawn from the 960 hour portion and not from total accumulated sick leave.

Non-union full-time employees hired after January 1, 2003 will be limited to a maximum accumulation of 1,200 hours of sick leave. Employees covered under collective bargaining agreements should reference their individual agreements for eligibility and maximum accruals.

For the purpose of accruing sick leave only, employees with a date of hire that is on or before the 5th of the month shall be considered to have started employment on the first day of that month. Employees with a date of hire between the 6th and the 21st of the month will receive 4 hours sick leave for that month. Employees with a date of hire on or after the 22nd of the month shall be considered to have started employment on the first of the month following the date of hire.

Employees may use accrued sick leave benefits for an absence due to illness or injury. Sick leave may be granted when the employee is unable to perform work duties due to illness, injury, or disability, the necessity for medical, dental, chiropractic, or psychological care, for child birth or pregnancy disability, maternity or paternity leave, or exposure to contagious disease where such exposure may endanger the health of others.

Accrued sick leave benefits may also be used for absences due to an illness or injury to the employee's child, adult child, sibling, spouse, parent, mother-in-law, father-in-law, stepparent, grandchild, and grandparent ~~in accordance with Minnesota law (Section 181.9413). For the purposes of this policy (7.1 Sick Leave) "child" means a stepchild, biological, adopted, or foster child, either under 18 years of age, or under 20 and still attending secondary school.~~

An employee may utilize accrued sick leave for "safety leave" for reasonable absences for themselves or the following relatives, the employee's: child/adult child, spouse, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent. Safety leave is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. ~~Safety leave will be granted in accordance with MN law.~~

An employee's use of accrued sick leave and/or safety leave benefits for an adult child, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent are limited to 160 hours of combined time per calendar year (January to December).

~~Sick leave may also be used following the death of an employee's spouse/domestic partner, child, or step-child, up to a maximum of 40 hours. Sick leave for this purpose must be used consecutively with funeral leave, and must be pre-approved by the Supervisor.~~

When an employee finds it necessary to be absent from work for any reason, the employee must report the absence to the appropriate supervisor within one (1) hour after the employee's starting time, unless departmental policy requires prior notification. Sick leave may not be approved unless such report has been made.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on a return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The City has the right to obtain a second medical opinion to determine the validity of an employee's sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The City will arrange and pay for an appropriate medical evaluation when it is required by the City.

~~Only the sick leave records kept by the Finance Department are considered official.~~ Each supervisor is responsible for accurately certifying the sick leave used and obtaining supporting documentation, as required. Supporting documentation will be maintained as a confidential record by Human Resources. Any employee who makes a false claim for sick leave will be subject to disciplinary action, up to and including termination.

Sick leave cannot be transferred from one employee to another.

Upon the death, retirement, resignation or disablement to the extent an employee can no longer work for the City, the employee or his/her estate shall be compensated for unused accumulated sick leave in accordance with the following schedule:

<i>Length of Service</i>	<i>Percent Paid of Unused Accumulated Sick Leave</i>
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< 5 years	0%
> 5 years up to 10 years	20%
> 10 years up to 15 years	30%
> 15 years up to 20 years	40%
> 20 years	50%

Employees that are terminated from the City due to disciplinary actions will not be compensated for any unused accumulated sick leave.

If more than one form of leave applies during the same period of time (e.g., Family and Medical Leave Act may apply during an employee's medical leave), the two leaves will run concurrently until eligibility for either leave expires.

Earned Sick and Safe Time (ESST) Leave Cross-Designation for Full-Time and ¾ Time Employees:
The first 48 hours of paid sick leave a full-time or ¾ time employee uses per calendar year will be cross-designated as earned safe and sick time (ESST) leave.

If you choose to use all of your available paid sick hours for reasons other than those outlined in this policy as ESST eligible hours, you will not be provided with additional ESST hours. While you may use any available sick hours you have for an ESST purpose until ESST has been exhausted, you will not be provided with additional ESST hours once your available ESST hours have been exhausted.

The following provisions apply to ESST-designated leave.

ESST Leave Use

ESST leave may be used as it is accrued. ESST leave may be used in increments of 15-minutes or greater for the following circumstances:

- 1) An employee's own:
 - a. mental or physical illness, injury, or other health condition.
 - b. need for medical diagnosis, care or treatment of a mental or physical illness injury, or health condition.
 - c. need for preventative medical or health care.
- 2) Care of a family member:
 - a. with a mental or physical illness, injury, or other health condition.
 - b. who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or other health condition; or
 - c. who needs preventative medical or health care.
- 3) Absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
 - a. seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking.
 - b. obtain services from a victim services organization.
 - c. obtain psychological or other counseling.
 - d. seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking.
 - e. seek legal advice or take legal action, including preparing for or participating in any civil or criminal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
- 4) Closure of the employee's workplace due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.
- 5) The employee's inability to work or telework because the employee is:
 - a. prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - b. seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employer has requested a test or diagnosis; and

6) When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For sick and safe leave purposes, the term “family member” means an employee’s:

- spouse or registered domestic partner
- child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis (in the place of a parent)
- sibling, step sibling or foster sibling
- biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in the place of a parent) when the employee was a minor child
- grandchild, foster grandchild or step grandchild
- grandparent or step grandparent
- a child of a sibling of the employee
- a sibling of the parent of the employee or
- a child-in-law or sibling-in-law
- any of the above family members of a spouse or registered domestic partner
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship, and
- up to one individual annually (January 1-December 31) designated by the employee.

ESST leave is paid at the same hourly rate of pay for the shift for which the leave is being used.

ESST Leave--Advance Notice Requirements for Use

If the need for sick leave is foreseeable, the city requires seven (7) days’ advance notice. However, if the need is unforeseeable, employees must provide notice of the need for sick leave as soon as practicable. An employee must provide notice and keep the supervisor informed on a daily basis of the employee’s condition and expected return to work. An employee is expected to report the absence to the appropriate supervisor within one (1) hour after the employee’s starting time, unless departmental policy requires prior notification. If an employee is hospitalized and/or unable to communicate, a spouse or relative may call in on a daily basis and keep the supervisor advised of the employee’s status. Sick leave may not be approved unless such report has been made. An employee on an approved leave of absence (such as an approved FMLA leave) is not required to provide notice on a daily basis.

When an employee uses sick and safe leave for more than three (3) consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee’s family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, sick leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee’s or the employee’s family member’s medical condition.

In accordance with state law, the city will not require an employee using sick and safe leave to find a replacement worker to cover the hours the employee will be absent.

ESST Leave--Benefits and Return to Work Protections

During an employee’s use of ESST leave, an employee will continue to receive the city’s employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued ESST leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay

adjustments that may have occurred during the employee's time off. Seniority during ESST leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued ESST leave that had not been used or paid out will be reinstated. An employee is entitled to use and accrue ESST leave at the commencement of reemployment.

ESST Leave--Retaliation Prohibited

The city prohibits retaliation against an employee who requests or uses ESST leave. The city will not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for exercising their rights or remedies protected by law. If an employee has a concern about the application of this policy, the employee should first raise the concern with the immediate supervisor and in accordance with the city's policy titled *Right of Appeal*. An employee has the right to file a complaint or bring civil action if ESST leave is denied by the city or the employee experiences retaliation for requesting or using ESST leave. Further, use of ESST leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising rights protected under state law.

Employees will be provided with the notice in the form that follows:



Earned Sick and Safe Time Leave Employee Notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Full-time employees will earn sick leave at the rate of 8 hours for each month of service and can accumulate up to 960 hours at this rate. Beyond 960 hours, sick leave will continue to accumulate at a rate of 4 hours for each month of service. ¾-time employees are entitled to 75% of the sick leave benefits provided to full-time employees. Full-time and ¾-time employees should reference the Sick Leave policy for maximum accrual limits.

A year for purposes of the employee's earned sick and safe time accrual is: the calendar year (January 1 – December 31).

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An

[employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three \(3\) consecutive days.](#)

[If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform the supervisor by phone as far in advance as possible, but at least seven \(7\) days in advance. In situations where an employee cannot provide advance notice, the employee should contact the supervisor by phone as soon as they know they will be unable to work.](#)

Retaliation, right to file complaint

[It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.](#)

For more information

[Contact the Minnesota Department of Labor and Industry’s Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department’s earned sick and safe time webpage at dli.mn.gov/sick-leave.](#)

[This document contains important information about your employment. Check the box at the left and submit to Human Resources to receive this information in this language.](#)

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຊື່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສານີ້.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta’an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ለአገልግሎት ለሚሰጡት ለሰፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤ በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ ለንዲሰጡት ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
Karen / ကညီကျိပိ	လံာ်တံလံာ်မိတခါအံလံာ်ယုာ်တံဂုာ်တံကျိအကါခိဉ်လံာ်အတံဉ်ယးဒီးနတံာ်မံးတံာ်မန့ဉ်လံာ်. တံာ်နိဉ်တံာ်ဒါလံာ်အတံဉ်တကမလံာ်တံာ်ကဒီးနတံာ်ဂုာ်တံကျိလံာ်ကျိတခါအံလံာ်တံကျိ.
Arabic/ العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

7.2 SICK AND SAFE TIME LEAVE FOR PART-TIME, PAID-ON-CALL, TEMPORARY, AND SEASONAL EMPLOYEES (effective 01/01/2024)

Sick and safe time leave under this policy is paid time off that may be used to care for your own illness, to care for a sick family member, or to seek assistance if you or your family member has experienced domestic abuse.

This policy will be administered in accordance with the Minnesota Earned Sick and Safe Time law.

A. Eligibility and Accrual of Earned Sick and Safe Time Leave

All part-time, paid-on-call, temporary, and seasonal employees are eligible for earned sick and safe time (ESST) leave when at least 80 hours of work are performed in a calendar year (January 1 – December 31). An employee who works at least 80 hours in a calendar year will earn one hour of ESST leave for every 30 hours worked, up to a maximum accrual of 48 hours per calendar year. Employees begin accruing ESST on their first day of employment. Employees may roll over unused ESST to the next year up to a maximum accrual of 80 ESST hours. For the purposes of this policy, ESST leave used by an employee does not count towards hours worked.

B. Use of Earned Sick and Safe Time Leave

ESST leave may be used as it is accrued in 15-minute or greater increments.

ESST leave may be used for the following circumstances:

- 1) An employee's:
 - a. mental or physical illness, injury, or other health condition.
 - b. need for medical diagnosis, care or treatment, of your own mental or physical illness.
 - c. need for preventative medical or health care.
- 2) Care of a family member when:
 - a. with a mental or physical illness, injury or other health condition.
 - b. who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or other health condition.
 - c. who needs preventative medical or health care.
- 3) Absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
 - a. seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking.
 - b. obtain services from a victim services organization.
 - c. obtain psychological or other counseling.
 - d. seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking.
- 4) Closure of the employee's workplace due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.
- 5) The employee's inability to work or telework because the employee is:
 - a. prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency.
 - b. seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employer has requested a test or diagnosis.
 - c. when it has been determined by the health authorities have jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

C. For Earned Sick and Safe Time Leave purposes, "family member" means an employee's:

- child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis (in the place of a parent).
- spouse or registered domestic partner.
- sibling, stepsibling, or foster sibling.
- biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis (in the place of a parent) when the employee was a minor child.
- grandchild, foster grandchild, or step-grandchild.
- grandparent or step-grandparent.
- a child of a sibling of the employee.
- a sibling of the parents of the employee.
- a child-in-law or sibling-in-law.
- any of the family members listed in 1 through 9 above of a spouse or registered domestic partner.
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designed by the employee.

D. Advance Notice for Use of Earned Sick and Safe Time Leave

If the need for ESST is foreseeable, the city requires seven (7) days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for ESST leave as soon as practicable. When an employee uses ESST leave for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records, or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking, or the details of the employee's or the employee's family member's medical condition.

In accordance with state law, the city will not require an employee using ESST leave time to find a replacement worker to cover the hours the employee will be absent.

E. Carry-over of Earned Sick and Safe Time Leave

Employees are eligible for carry-over of accrued, unused ESST into the following calendar year. The total amount of accrued, unused ESST for an employee shall not exceed 80 hours at any time.

F. Return to Work Protections

An employee returning from time off using accrued ESST leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee had been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued ESST that had not been used will be reinstated. An employee is entitled to use and accrue ESST at the commencement of reemployment.

G. Retaliation Prohibited

The city prohibits retaliation against an employee who requests or uses ESST leave. The city will not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for exercising their rights or remedies protected by law. If an employee has a concern about the application of this policy, the employee should first raise the concern with the immediate supervisor and in accordance with the city's policy titled *Right of Appeal*. An employee has the right to file a complaint or bring civil action if ESST leave is denied by the city or the employee experiences retaliation for requesting or using ESST leave. Further, use of ESST leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising rights protected under state law.

Employees will be provided with the notice in the form that follows:

Earned Sick and Safe Time Leave Employee Notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. All part-time, paid-on-call, temporary, and seasonal employees who work at least 80 hours in a calendar year will earn one hour of earned sick and safe time leave for every 30 hours worked, up to a maximum accrual of 48 hours per calendar year.

A year for purposes of the employee's earned sick and safe time accrual is: the calendar year (January 1 – December 31).

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three (3) consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform the supervisor by phone as far in advance as possible, but at least seven (7) days in advance. In situations where an employee cannot provide advance notice, the employee should contact the supervisor by phone as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave.

Earned sick and safe time as of Jan. 1, 2024

WHAT IS SICK AND SAFE TIME?

Sick and safe time is paid leave employers must provide to employees in Minnesota that can be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse.



WHO IS ELIGIBLE?

An employee is eligible for sick and safe time if they:

- work at least 80 hours in a year for an employer in Minnesota; and
- are not an independent contractor.

Temporary and part-time employees are eligible for sick and safe time. Sick and safe time requirements will not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement.

HOW MUCH LEAVE CAN EMPLOYEES EARN?

An employee earns one hour of sick and safe time for every 30 hours worked and can earn a maximum of 48 hours each year unless the employer agrees to a higher amount.

AT WHAT RATE MUST THE LEAVE BE PAID?

Sick and safe time must be paid at the same hourly rate an employee earns when they are working.

WHAT CAN THE LEAVE BE USED FOR?

Employees can use their earned sick and safe time for reasons such as:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease.

WHICH FAMILY MEMBERS ARE INCLUDED?

Employees may use earned sick and safe time for their following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Earned sick and safe time as of Jan. 1, 2024

WHAT ADDITIONAL SICK AND SAFE TIME RESPONSIBILITIES DO EMPLOYERS HAVE?

In addition to providing their employees with one hour of paid leave for every 30 hours worked, up to at least 48 hours each year, employers are required to:

- include the total number of earned sick and safe time hours accrued and available for use, as well as the total number of earned sick and safe time hours used, on earnings statements provided to employees at the end of each pay period;
- provide employees with a notice by Jan. 1, 2024 — or at the start of employment, whichever is later — in English and in an employee’s primary language if that is not English, informing them about earned sick and safe time; and
- include a sick and safe time notice in the employee handbook, if the employer has an employee handbook.

The Minnesota Department of Labor and Industry will prepare a uniform employee notice that employers can use and will make it available in the five most common languages spoken in Minnesota.

CURRENT SICK AND SAFE TIME LOCAL ORDINANCES

Earned sick and safe time local ordinances already exist in the cities of Bloomington, Duluth, Minneapolis and St. Paul, Minnesota. When Minnesota’s statewide earned sick and safe time law goes into effect Jan. 1, 2024, employers must follow the most protective law that applies to their employees.



Sick time
For physical or mental health conditions, illness or injury



Safe time
To address domestic abuse, sexual assault or stalking



Labor Standards • 443 Lafayette Road N. • St. Paul, MN 55155
651-284-5075 • 800-342-5354 • dli.mn.gov • dli.laborstandards@state.mn.us

Presenter:	Pamela Whitmore
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Public Use of Cannabinoid Products and Prohibition on Smoking of Cannabinoid and Tobacco Products in City Parks and City Recreational Facilities
Background Information:	<p>At the October Legislative & Ordinance Committee meeting (“L&O”), the Committee discussed the use of Cannabinoid Products in public spaces in the City of Marshall. The L&O Committee received an update from the City Attorney and City Administrator regarding the Community Services Advisory Board’s recommendation related to use in public spaces. The L&O committee also reviewed the County ordinance prohibiting public use of cannabinoid products in the County.</p> <p>The L&O Committee directed staff to update city ordinances to mirror the county ordinance for a prohibition on use of cannabinoid products in city parks and at recreational facilities and amend current ordinances to prohibit tobacco smoking and vaping in parks and recreational facilities as well.</p> <p>Attached is:</p> <ol style="list-style-type: none"> 1. An ordinance amending the City Code of Ordinances, Chapter 46, Parks and Recreation, Article 4-II Public Conduct, to add a new section 46-29 related to the smoking of tobacco products and cannabinoid products and the use of all cannabinoid products. 2. An amendment to existing Section 10-22, Requirements For Owner, Operator Or Manager Of Public Dancing Place, to accommodate for cannabinoid products. 3. An amendment to existing Section 42-112, Consumption Of Beer Or Liquor On Streets And Public Property to include Cannabinoid.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To introduce the ordinances amending Chapter 10, Chapter 42, and Chapter 46 of the City Code of Ordinances.

**CITY OF MARSHALL
ORDINANCE 23-029**

**AN ORDINANCE AMENDING CHAPTER 42, OFFENSES AND MISCELLANEOUS
PROVISIONS, ARTICLE 42-V, OFFENSES INVOLVING PUBLIC MORALS,
SECTION 42-112 CONSUMPTION OF BEER OR LIQUOR ON STREETS AND
PUBLIC PROPERTY**

The Common Council of the City of Marshall do ordain:

SECTION 1: **AMENDMENT** “Section 42-112 Consumption Of Beer Or
Liquor On Streets And Public Property” of the Marshall Municipal Code is hereby *amended*
as follows:

AMENDMENT

Section 42-112 Consumption Of Beer ~~Or Liquor~~, Liquor or Cannabinoid Products On Streets
And Public Property

(a) Definitions.

- (1) For purposes of this section, the term “cannabinoid products” shall have the definitions given to them in Minnesota Statutes, section 342.01, as it may be amended from time to time.
- (2) For purposes of this section, public property is defined as property, real and personal, that is owned, managed or controlled by the City, including, but not limited to: City buildings and all the land thereon, parking lots, parks, pathways and trails, and city rights-of-way consisting of both the traveled portion and the abutting boulevard, sidewalks and trails, and any City personal property, such as motor vehicles, city equipment, and the like.
- (3) For purposes of this section, the term "smoking" means inhaling, exhaling, burning, vaping or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, cannabis plant, hemp plant, cannabinoid product or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

(b) Prohibition.

- (1) It is unlawful for any person to consume or possess in an unsealed container, beer or liquor on any street or other public property except city parks when and where permission has been specifically granted by a permit issued by the community services department.
- (2) Except for when otherwise allowed under Minnesota Statutes Section 342.09, it is unlawful for any person to consume or smoke any Cannabinoid Product on any street or other public property except at a city sponsored or private

permitted event in a city park when and where permission has been specifically granted by a permit issued by the community services department and the event is a licensed event by the Office of Cannabis Management.

(Code 1976, § 10.04)

Cross reference(s)—Alcoholic beverages, ch. 6.

State law reference(s)—Open bottles in motor vehicles, Minn. Stat. § 169.122.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

**CITY OF MARSHALL
ORDINANCE 23-030**

**AN ORDINANCE PROHIBITING THE SMOKING OR VAPING OF TOBACCO OR
CANNABINOID PRODUCTS IN CITY PARKS AND IN RECREATIONAL
FACILITIES AND PROHIBITING USE OF OTHER FORMS OF CANNABINOID
PRODUCTS IN CITY PARKS OR RECREATIONAL FACILITIES**

The Common Council of the City of Marshall do ordain:

SECTION 1: **ADOPTION** “Section 46-29 Smoking of Cannabinoid or Tobacco Products in City Parks and Recreational Facilities Prohibited; Use of All Forms of Cannabinoid Products Prohibited in City Parks and Recreational Facilities” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 46-29 Smoking of Cannabinoid or Tobacco Products in City Parks and Recreational Facilities Prohibited; Use of All Forms of Cannabinoid Products Prohibited in City Parks and Recreational Facilities(*Added*)

(a) Definitions.

- (1) For purposes of this section, the term “cannabinoid products” shall have the definition given in Minnesota Statutes, section 342.01, as it may be amended from time to time.
- (2) For purposes of this section “City Parks” means all City Parks, including trails and sidewalks in and through the City Park, and parking lots adjacent to City Parks and inside all motor vehicles located or parked in a City Park or parking lot adjacent to a City Park.
- (3) For purposes of this section, “electronic delivery device” means a product containing or delivering nicotine, lobelia or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic delivery device includes, but is not limited to, devices manufactured, marketed or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other product name or descriptor.
- (4) For purposes of this section, “recreational facility” means major structures such as aquatic centers, swimming pools, arenas, athletic fields and shelters located within lands under the ownership or control of the City of Marshall.
- (5) For purposes of this section, the term "smoking" means inhaling, exhaling, burning, vaping or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, cannabis plant, hemp plant, cannabinoid product or other

plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

(6) For purposes of this section, the term "tobacco products" means any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to cigarettes; cigars; cheroots; stogies; perique's; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco. Tobacco products includes nicotine solution products.

(b) Prohibition.

(1) No person shall smoke or vape cannabinoid products or tobacco products in a city park or at a Recreational Facility.

(2) Unless allowed by permit under Section (C) below, no person shall use any form of a cannabinoid product in a city park or at a Recreational Facility.

(c) Permitted private event. In addition to all other rules, procedures, and conditions for use of the facilities or parks, use of cannabinoid products at a private event, other than smoking which is prohibited in its entirety, may occur at a city park or recreational facility if the applicant:

(1) Completes an application for the rental of the city recreational facility or park and discloses on the rental application that cannabinoid products may be used during the private event.

(2) The application for rental of a city-owned facility or park for a private event shall be made by the sponsoring individual or organization and shall include the following:

a. The name, address, and nature of the sponsoring individual or organization.

b. A description of the event, including probable number of people in attendance, dates and hours of the event, and such other information as may be required.

c. An attestation that the applicant is familiar with all the terms and provisions of this section and will comply with the same.

d. An attestation that no smoking of any cannabinoid or tobacco products will occur, unless otherwise allowed by state law.

(3) Applications shall be accompanied by a fee as determined by ordinance or resolution of the city council.

(4) Prohibitions. Provision of cannabinoid products shall not be allowed:

a. To any person who is not attending the event (no uninvited guests at "private events").

b. To any minor person as defined by Minnesota Statutes.

c. To any person attending or participating in a youth amateur athletic event held on the premises, in which any participant is 18 years of age or younger.

d. To any person attending, participating in or in any way being a part of a Minnesota State High School League (MSHSL) related or sponsored function, which includes students of any age, such as athletic or other activities, banquets or celebrations.

(5) Additional requirements. The city council may impose additional requirements or conditions on renting the recreational facility or city park for a private event as it deems reasonable and appropriate.

(d) Exceptions to Prohibitions.

(1) The prohibitions herein do not apply to (i) a private event held in a City Park or Recreational Facility where the City approved use of cannabinoid products in the rental application as set forth in (c) above or (ii) events licensed by the Office of Cannabis Management to permit on-site consumption of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and which otherwise comply with city ordinances and regulations, including obtaining relevant permits or completing required rental applications.

(2) This Ordinance does not prohibit smoking by a Native American as part of a traditional Native American spiritual or cultural ceremony. For purposes of this section, a Native American is a person who is a member of an Indian tribe as defined in section 260.755, subdivision 12 of the Minnesota Statutes.

(e) Additional Regulations. In order to protect public health, safety and welfare, and to preserve the property of the City, the City Administrator or their designee is authorized and directed to establish additional written regulation which shall define, in precise detail, the procedures to be followed in the use of the parks and in the recreational facilities.

(f) A violation of this section shall be a petty misdemeanor and is punishable in accordance with Section 1-8 of Chapter 1 of this Code, including, but not limited to a fine in the amount set forth in the City's fee schedule.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

**CITY OF MARSHALL
ORDINANCE 23-031**

**AN ORDINANCE AMENDING CHAPTER 10, AMUSEMENT AND
ENTERTAINMENT, ARTICLE 10-II, PUBLIC DANCES, SECTION 10-22
REQUIREMENTS FOR OWNER, OPERATOR, OR MANAGER OF PUBLIC
DANCE PLACE**

The Common Council of the City of Marshall do ordain:

SECTION 1: **AMENDMENT** “Section 10-22 Requirements For Owner, Operator Or Manager Of Public Dancing Place” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 10-22 Requirements For Owner, Operator Or Manager Of Public Dancing Place

- (a) When a public dance is taking place at a public dancing place, the owner, operator and manager of a public dancing place shall:
 - (1) Have employed a security person that has been approved by the city police department.
 - (2) Maintain the public dancing place free of fighting and other tumultuous conduct.
 - (3) Take positive steps to prohibit persons from entering the premises that are unauthorized to enter the premises by state statutes if intoxicating liquor or cannabinoid products are ~~is~~ sold on such premises.
- (b) The police department shall have the authority to immediately stop all public dancing at a public dancing place that does not meet the requirements of subsection (a) of this section.

(Code 1976, § 10.28(2), (3))

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	SP 5105-30 TH 59 Detour Agreement – Consider Resolution Authorizing Execution of MnDOT Agreement No. 1055122
Background Information:	<p>Attached is a proposed detour agreement between MnDOT and the City of Marshall. This agreement provides for payment by the State to the City for road life consumed on the portion of S. Saratoga Street that is proposed to be used as a Temporary Trunk Highway detour, outlined as follows:</p> <ol style="list-style-type: none"> 1. The State is going to perform concrete pavement rehabilitation and diamond grinding construction upon, along, and adjacent to Trunk Highway No. 59 from 201st Street to Trunk Highway No. 23 in 2024 under State Project No. 5105-30 (T.H. 59=17). 2. The State requires a detour to carry T.H. 59 traffic on Saratoga Street during the construction. 3. The City is willing to maintain the T.H. 59 detour. 4. The State is willing to reimburse the City for the road life consumed by the detour and detour maintenance as hereinafter set forth. 5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement. <p>The agreement provides for payment by the State to the City for the use and maintenance of S. Saratoga Street as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 59 from 201st Street to Trunk Highway No. 23 under State Project No. 5105-30 (T.H. 59=17).</p> <p>Per MnDOT, the dates of the detour route are July 8-August 9, 2024, which is subject to change.</p>
Fiscal Impact:	Payment by MnDOT to the City per Section 3-Payment of the attached agreement.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the City Council adopt the attached RESOLUTION 23-086 which is the “Resolution Authorizing Execution of MnDOT Agreement No. 1055122 with the State of Minnesota”.

RESOLUTION 23-086

**RESOLUTION AUTHORIZING EXECUTION OF
MNDOT AGREEMENT NO. 1055122
WITH THE STATE OF MINNESOTA**

IT IS RESOLVED that the City of Marshall enter into MnDOT Agreement No. 1055122 with the State of Minnesota, Department of Transportation for the following purposes: To provide for payment by the State to the City for the use and maintenance of Saratoga Street as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 59 from 201st Street to Trunk Highway No. 23 under State Project No. 5105-30 (T.H. 59=17).

IT IS FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Agreement and any amendments to the Agreement.

Passed and adopted by the Council this 12th day of December, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Marshall at an authorized meeting held on the 12th day of December 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

Date: November 28, 2023

Mr. Jason Anderson
City Engineer
344 West Main Street
Marshall, MN 56258

RE: Proposed Const. Agreement No. **1055122**
City of Marshall
S.P. 5105-30 (T.H. 59=17)
State Funds
State cost compensation for road life Consumed by the T.H. 59 detour.

Dear Mr. Anderson:

Transmitted herewith is a proposed agreement with the City of Marshall. This agreement provides for payment by the State to the City for road life consumed on Saratoga Street used as a Temporary Trunk Highway detour.

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

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

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

Sincerely,

Phillip DeSchepper Digitally signed by Phillip DeSchepper
Date: 2023.11.28 09:20:33 -06'00'

Phillip DeSchepper, P.E.

D8 Agreements

Enc. Proposed Agreement
Resolution

cc: CoopAgreements.DOT@state.mn.us
File

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF MARSHALL
DETOUR AGREEMENT
For Trunk Highway No. 59 Detour**

State Project Number (S.P.):	<u>5105-30</u>	Original Amount Encumbered
State Project Number (S.P.):	<u>4208-65</u>	<u>\$1,263.71</u>
Trunk Highway Number (T.H.):	<u>59=17</u>	
Federal Project Number:	<u>STBG 0059(327)</u>	

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

Recitals

1. The State is about to perform concrete pavement rehabilitation and diamond grinding construction upon, along, and adjacent to Trunk Highway No. 59 from 201st Street to Trunk Highway No. 23 under State Project No. 5105-30 (T.H. 59=17); and
2. The State requires a detour to carry T.H. 59 traffic on Saratoga Street during the construction; and
3. The City is willing to maintain the T.H. 59 detour; and
4. The State is willing to reimburse the City for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City and pays for the detour compensation.

2. Agreement Between the Parties

2.1. Detour.

- A. Location(s).** The State will establish the T.H. 59 detour route on the following City street as detailed in the project plans or Special Provisions:

Stage 1 – Saratoga Street for a total distance of 0.62 miles.

- B. Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.3.B, the Agreement will be amended.

-1-

- C. **Axle Loads and Over-Dimension Loads.** The City will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Duration.** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. Maintenance.

- A. The City will maintain the portion of the detour that is on City streets, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Willmar.
- B. **City's Failure to Adequately Maintain.** If the City fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 59 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the City under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the City for any breach of agreement.

2.3. Basis of State Cost.

- A. **Road Life Consumed.** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii. The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. **Maintenance Costs.** The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A, since the city streets are not designed to support 10-ton axle loads, and additional maintenance can be expected.

3. Payment

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1. **For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Stage 1	0.00513	5,600	0.62	33	\$587.77
Road Life Consumed Amount:					<u>\$587.77</u>

3.2. For Maintenance.

\$675.94 is the State's estimated cost for detour maintenance based on 115% of the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the City under this Agreement.

3.4. Total Payment and Maximum Obligation.

A. **\$1,263.71** is the State's estimated payment for road life consumed (**\$587.77**) and maintenance (**\$675.94**).

B. **\$8,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.5. Conditions of Payment. The State will pay the City the State's total road life consumed and maintenance payment amount after performing the following conditions.

A. Execution of this Agreement and the City's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the City for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the City streets used as a T.H. 59 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

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

5.1. The State's Authorized Representative will be:

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

5.2. The City's Authorized Representative will be:

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

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

8. State Audits

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

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

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

11. Termination; Suspension

- 11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

-4-

at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

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

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000734862

CITY OF MARSHALL

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

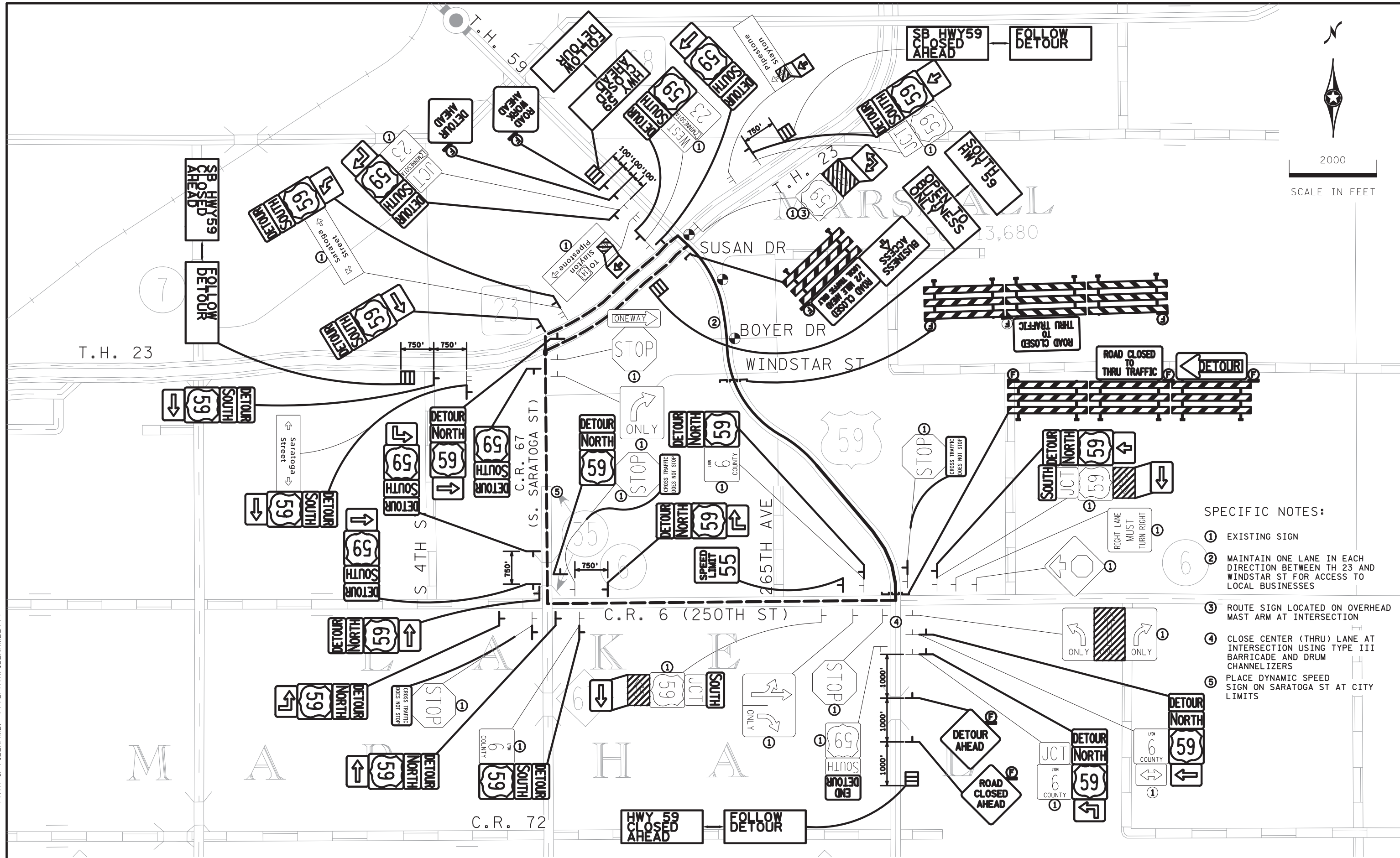
COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

PLOTTED/REVISED: \$\$\$@DATE\$\$\$

DISTRICT #: \$@DISTRICT@\$
PLOT NAME: \$\$\$@PLOT\$NAME\$\$\$
PATH & FILENAME: \$\$\$@PATH\$FILENAME\$\$\$



SPECIFIC NOTES:

- ① EXISTING SIGN
- ② MAINTAIN ONE LANE IN EACH DIRECTION BETWEEN TH 23 AND WINDSTAR ST FOR ACCESS TO LOCAL BUSINESSES
- ③ ROUTE SIGN LOCATED ON OVERHEAD MAST ARM AT INTERSECTION
- ④ CLOSE CENTER (THRU) LANE AT INTERSECTION USING TYPE III BARRICADE AND DRUM CHANNELIZERS
- ⑤ PLACE DYNAMIC SPEED SIGN ON SARATOGA ST AT CITY LIMITS

AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project AP-003: Airport Snow Removal Equipment (SRE) Building - Project Update and Authorization to Advertise for Bids
Background Information:	<p>The City of Marshall Public Works desires to construct a new Snow Removal Equipment (SRE) and Maintenance Equipment Storage Building at the Southwest Minnesota Regional Airport. The existing building does not adequately accommodate all airport maintenance equipment storage needs. The new facility is planned to be constructed on the East Building Area of the airport, as shown on the recently completed Airport Master Plan. The Project has been identified on the Airport CIP since FFY2011.</p> <p>The following is the most recent timeline received from TKDA, the City’s consultant:</p> <ul style="list-style-type: none"> o Advertise for Bids – December 15, 2023 o Bid Opening – January 16, 2023 o Contract Award – February 2024 o Material Order (Materials on hand) – March 2024 (City will need to carry costs until grant award which will likely be no sooner than 09/2024.) o Grant Applications – March 2024 o Notice to Proceed – June 2024 o Construction Completion – July 2025 <p>Please see attached “Action Items Summary” relating to the project with highlighted cells indicating prior bid process.</p> <p>The Public Improvement/Transportation Committee met with the Airport Commission on 12/5/2023 to review the proposed SRE building plans with TKDA and City staff and also at separate, additional PI/T Committee meeting on 12/12/2023.</p> <p>With Council authorization to bid, City staff will work with TKDA to solicit and receive bids for this project, and TKDA will work to request federal and State grants for the project.</p>
Fiscal Impact:	Based on the attached presentation from TKDA, the current construction cost ranges from approximately \$3,345,000 to \$3,697,000. A Grant Initiation Request for Federal Assistance was submitted to the FAA in October with a total estimated project cost, including engineering and inspection fees, of \$4,000,000. Local cost participation based on this estimate is approximately \$800,000.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize advertisement for bids for Project AP-003: Airport Snow Removal Equipment (SRE) Building.

03/23/2021 - Council authorized the first transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2021 Federal Entitlement Funds to Dodge Center, MN (TOB).
10/12/2021 - Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00.
03/08/2022 - Council authorized the second transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2022 Federal Entitlement Funds to Waseca, MN (ACQ).
04/26/2022 - Council authorized TKDA submittal of an FAA Grant Application in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for the TKDA pre-design study.
05/10/2022 - City Council authorized acceptance of the Proposal with TKDA for Design Phase Services in the amount of \$255,000 with services under this proposal, contingent on receipt of the federal and State grant agreements.
08/15/2022 - FAA Grant Agreement 3-27-0056-019-2022 received and electronically signed by Mayor and City Attorney.
09/13/2022 - City Council acknowledgement of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design in the amount of \$135,598.00.
09/27/2022 - Consider Resolution of Authorization to Execute MnDOT Grant Agreement No. 1051776 for funding of Site and Building Design in the amount of \$109,968.00.
10/20/2022 - Submission of 2023 Federal Grant Initiation Request to ensure eligible utilization of all Airport entitlements and indicating the project is planned to utilize both the airports AIP and AIG funding available in 2023. At the time of submission of Initiation Request, it was noted that the building design was just beginning, and the funding eligibility and prorates would be revisited prior to the grant application.
02/07/2023 - TKDA presentation of project to the Airport Commission. Commission member Ron Halgerson has served as the Airport Commission representative to the project to help review project plans and offer outside input to the project.
02/14/2023 - Project presented to Public Improvement/Transportation Committee (PI/T) for their information.
02/28/2023 - City Council authorization to advertise for bids.
04/03/2023 - Bids received. One bid was received from Sussner Construction, Inc. in the amount of \$4,346,000, which substantially exceeded the construction cost estimate of \$3,118,023 for construction costs. Total estimated project budget, including construction administration and special testing costs, was \$3,353,023. At the Airport Commission meeting on 04/04/2023, Airport Commission discussed and recommended a re-evaluation of the project scope, bidding requirements and potential cost control measures for the City's review/consideration.
04/25/2023 - PI/T recommends to City Council to reject the one bid received April 3, 2023 and authorize City staff to work with TKDA and the Airport Commission to re-evaluate the Project AP-003 bid package to ensure the project is more economical.

04/25/2023 - City Council rejected the bid received from Sussner Construction, Inc. for construction of the building. The bid received was substantially over the City's budget for the project. Council directed staff to work with TKDA and Airport Commission to re-evaluate the project AP-003 bid package with the goal of making the project more economical.

10/10/2023 - City Council authorized City staff to submit the federal grant initiation request for use of federal dollars on the Airport Snow Removal Equipment (SRE) Building Project.

10/24/2023 - City Council authorized execution of an Architectural and Engineering Services Agreement with TKDA for Bidding Phase Services for a lump sum amount of \$39,170.

12/05/2023 - Project update presented to Airport Commission and PI/T.

12/12/2023 – PI/T reviews project and makes recommendation to Council.

MARSHALL SRE BUILDING



MARSHALL SRE BUILDING

PROJECT OVERVIEW

- **7,400 SF Snow Removal Equipment Facility**
- **3 Truck Fleet Bays**
- **Office Space**
- **Conference Room**
- **2 Restrooms**
- **Utility Room**



MARSHALL SRE BUILDING

PROJECT BACKGROUND

- **Pre-Design Study & Public Involvement in 2022**
- **Final Design in 2022-2023**
- **Received Bids in April 2023**
- **\$4,346,000 bid from Sussner Construction (only bid)**
- **Over Budget: City did not award contract**

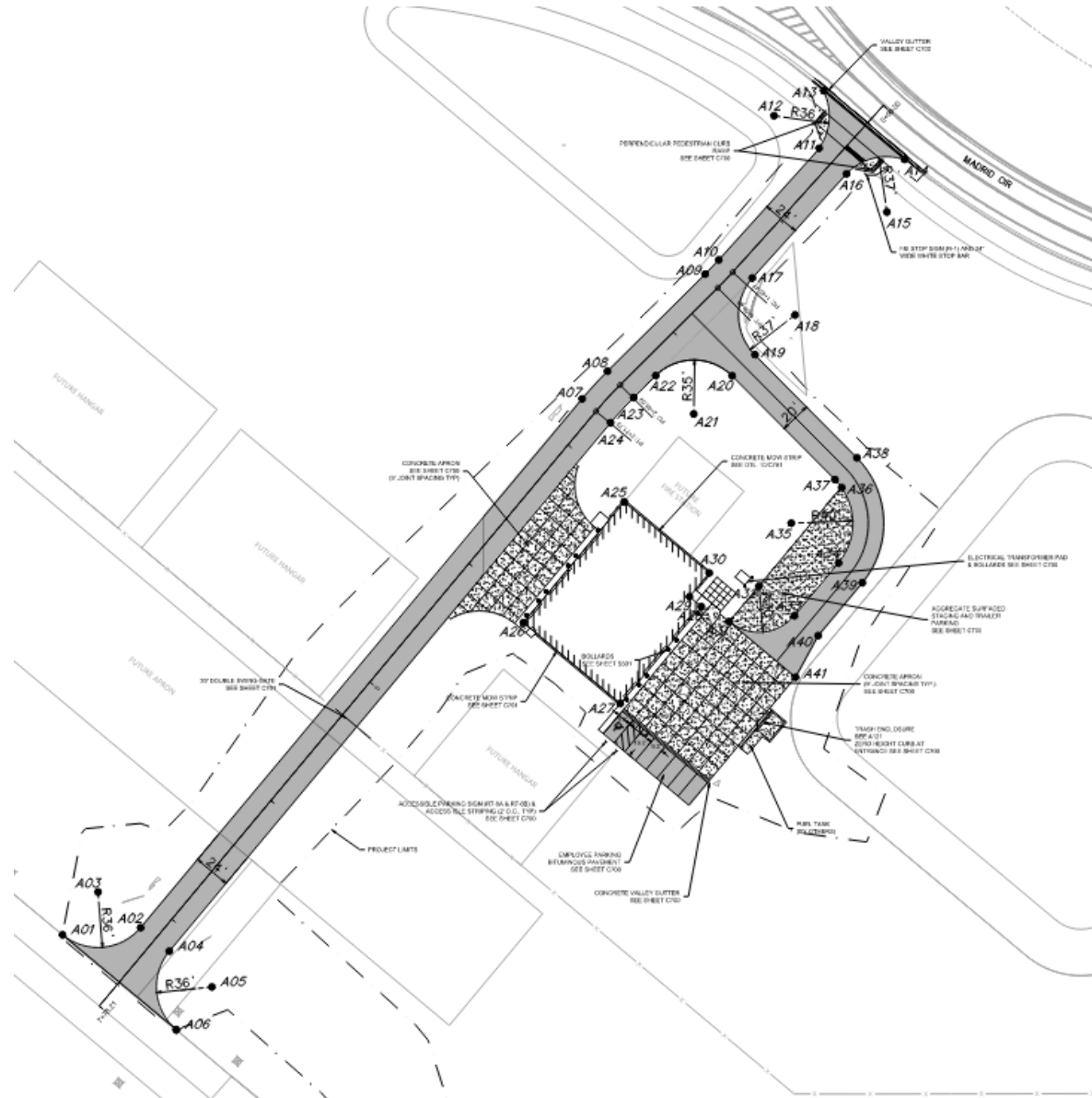
MARSHALL SRE BUILDING

Re-Bid Strategy

- **Bid Early (January)**
- **Flexible Construction Schedule (2025 Completion)**
- **Design changes to reduce costs**
 - **Foundation Stem Wall**
 - **Wall Panels**
 - **Roof Panels**
 - **Partial Mezzanine Removal**
 - **Perimeter Masonry Walls**
 - **Landscaping materials, plantings, furnishings and patio concrete included in a single alternate**
 - **Floor Slabs**
 - **Storm Sewer**
 - **Pavements**
 - **Gate**

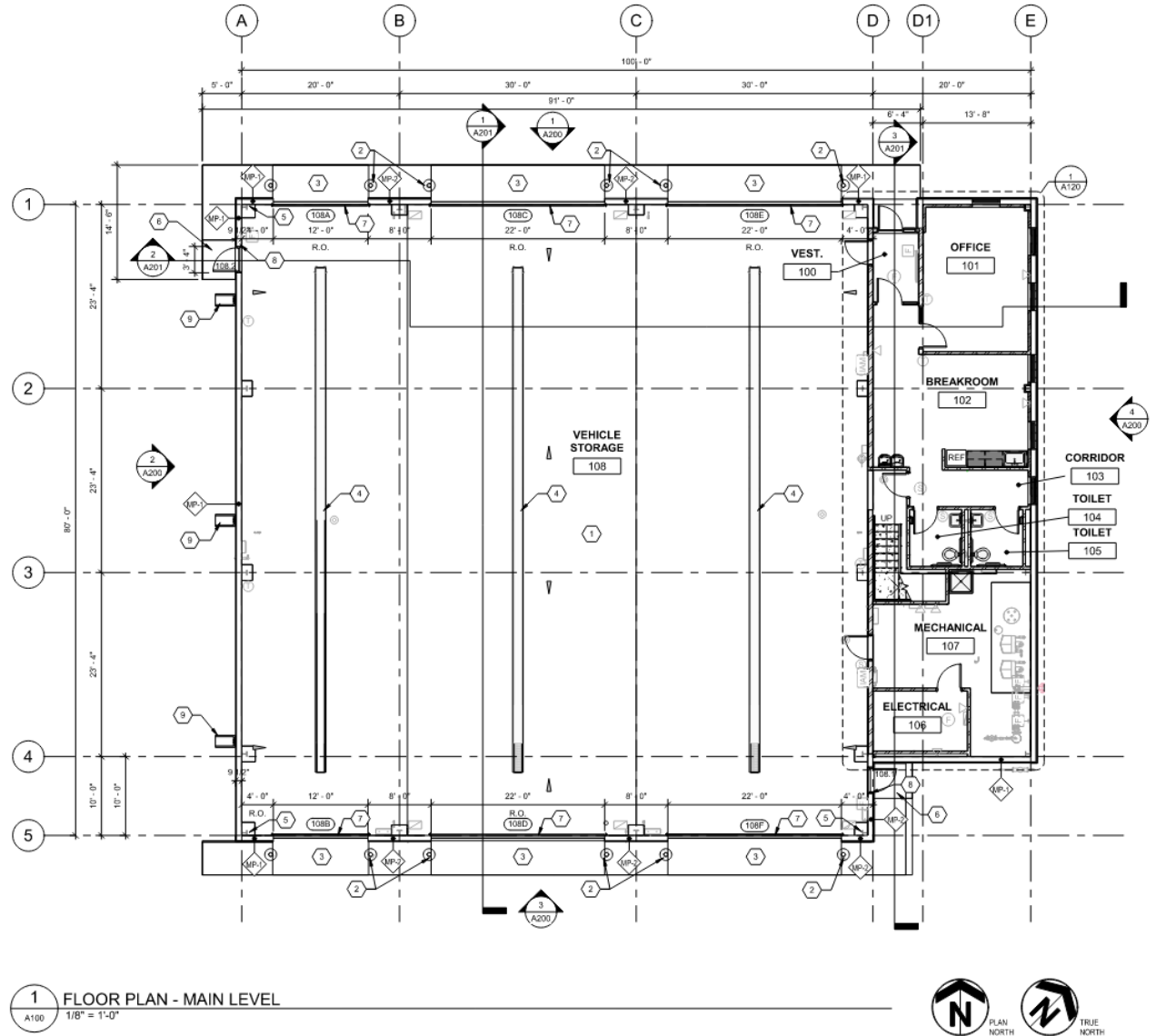
MARSHALL SRE BUILDING

➔ Site Layout Plan



MARSHALL SRE BUILDING

→ Building Images & Plan



MARSHALL SRE BUILDING

→ FUNDING

→ 22.83% - FAA AIP

→ 22.05% - FAA AIG (BIL)

→ 35.09% - State

→ 20.03% - City

→ CONSTRUCTION BUDGET: \$3,765,000

→ \$2,940,000 - Building Construction

→ \$825,000 - Site Work / Utilities

MARSHALL SRE BUILDING

→ NEW ESTIMATE

→ **LOW: \$3,345,071**

→ **AVG: \$3,521,127**

→ **HIGH: \$3,697,184**

Marshall SRE Building
Opinion of Probable Costs
TKDA
12/5/2023



Division	Description	Low	Average	High
1	General Conditions	\$179,265	\$188,700	\$198,135
2	Existing Conditions	\$0	\$0	\$0
3	Concrete	\$179,265	\$188,700	\$198,135
4	Masonry	\$0	\$0	\$0
5	Steel	\$35,853	\$37,740	\$39,627
6	Woods, Plastics, Composites	\$71,706	\$75,480	\$79,254
7	Thermal & Moisture Protection	\$215,118	\$226,440	\$237,762
8	Openings	\$179,265	\$188,700	\$198,135
9	Finishes	\$143,412	\$150,960	\$158,508
10	Specialties	\$21,512	\$22,644	\$23,776
11	Equipment	\$0	\$0	\$0
12	Furnishings	\$0	\$0	\$0
13	Special Construction	\$752,913	\$792,540	\$832,167
21	Fire Protection	\$43,024	\$45,288	\$47,552
22	Plumbing	\$86,047	\$90,576	\$95,105
23	HVAC	\$358,530	\$377,400	\$396,270
26	Electrical	\$215,118	\$226,440	\$237,762
27	Low Voltage	\$21,512	\$22,644	\$23,776
28	Electronic Safety & Security	\$28,682	\$30,192	\$31,702
31	Earthwork	\$143,412	\$150,960	\$158,508
32	Exterior Improvements	\$215,118	\$226,440	\$237,762
33	Utilities	\$107,559	\$113,220	\$118,881
	Sub-Total	\$2,997,311	\$3,155,064	\$3,312,817
	Insurance & Bonds	\$65,941	\$69,411	\$72,882
	Contractor Fee	\$122,530	\$128,979	\$135,428
	Contingency	\$159,289	\$167,673	\$176,056
	Total	\$3,345,071	\$3,521,127	\$3,697,184

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Approval of the 5 Year Capital Improvement Plan (CIP)
Background Information:	<p>Attached is the 5-year (2024 – 2028) Capital Improvement Plan (CIP). The 5-year CIP serves as a guide that lays out capital expenditures over the next 5 years by department as well as by the funding sources. The CIP is meant as a guide for Council and Management and does not give authorization for the projects until formally approved based on the City’s Purchasing Policy.</p> <p>The 5-year CIP is a fluid document that is updated on an annual basis. Some projects get pushed back to later years, some projects drop off and some projects move up in years depending on priorities. Ultimately, the funding is a major factor in determining which projects within the 5-year CIP get completed.</p> <p>If there are any questions ahead of time or if the council would like to see further details regarding the 5-year CIP, please contact the Director of Administrative Services prior to the Council meeting.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve and adopt the 5 year Capital Improvement Plan

City of Marshall, Minnesota
5-Year Capital Plan by Funding Source
 2024 thru 2028

PROJECTS BY FUNDING SOURCE

Source	Project #	2024	2025	2026	2027	2028	Total
Arena Revenue							
Replace Rubber Flooring	Arena 4				20,000		20,000
Arena Revenue Total					20,000		20,000
Bonding - Levy Impact							
ILS Replacement	Airport 42	300,000					300,000
Maintenance Equip/SRE Bldg -Phase 2 Site Prep	Airport 55	70,000					70,000
Maintenance Equip/SRE Bldg -Phase 3 Construction	Airport 56	1,059,000					1,059,000
Acquisition of Property -Helena Chemical	AP-002	468,250					468,250
Legion Field Bathrooms, Concession & Viewing	Bath 23	400,000	385,000				785,000
Independence Park Back Bathroom Replacement	Bath 24		140,000				140,000
Channel Parkway Bathroom Upgrade	Bath 25			75,000			75,000
Victory Park Bathroom	Bath 27				150,000		150,000
Aerial Truck Replacement	Fire 40		1,298,688				1,298,688
Rehabilitation Trailer	Fire 47				225,000		225,000
Justice Park Walk Bridge	Pk 16			200,000			200,000
Pickleball Courts	PK 27			100,000	100,000		200,000
Convert Pool Bldg. to Storage	PK 29			100,000			100,000
Channel Parkway Playground-Irrigation	PK 33			140,000			140,000
Liberty Park Bandshell Replacement	PK 52		400,000				400,000
Independence Park Back Parking Lot	Pk 58	130,000					130,000
Patriot Park Parking Lot	Pk 63			175,000			175,000
Amateur Sports Center Lighting Upgrade	Pk 90			395,000			395,000
Lyon Circle Reconstruction	ST-010	110,109					110,109
Cheryl Avenue Reconstruction-Eatros Addnt. 1	ST-011			247,405			247,405
S. Whitney (College to Jean)-Phase 1	ST-012A	625,326					625,326
S Hill St/S Minnesota St/Charles Ave-Phase 2	ST-012B		673,536				673,536
Marlene/Paul/Parkview Dr Reconstruction	ST-013			235,997			235,997
MnDOT College Dr Reconstruction-City Cost Part.	ST-015		635,019				635,019
Brian St/G St Reconstruction	ST-016			227,143			227,143
Hackberry Dr Reconstruction	ST-017				508,200		508,200
Donita Ave/Thomas Ave Recon -Eatros Addnt. 2	ST-019				509,779		509,779
S 5th St (Saratoga-Main) Recon.	ST-020		158,441				158,441
N.Hill St (College to Willow) Reconstruction	ST-026			178,765			178,765
Elaine Ave/Kathryn Ave/Alan Ave -Eatros Addnt. 3	ST-027				576,135		576,135
S Hill St/Central/Roosevelt/Lincoln	ST-028				532,453		532,453
Madrid Street Bridge Rail Repair	ST-030				150,000		150,000
Bonding - Levy Impact Total		3,162,685	3,690,684	2,074,310	2,751,567		11,679,246
Bonding - Special Assessments							
Lyon Circle Reconstruction	ST-010	70,943					70,943
Cheryl Avenue Reconstruction-Eatros Addnt. 1	ST-011			302,384			302,384
S. Whitney (College to Jean)-Phase 1	ST-012A	213,440					213,440

Source	Project #	2024	2025	2026	2027	2028	Total
S Hill St/S Minnesota St/Charles Ave-Phase 2	ST-012B		133,400				133,400
Marlene/Paul/Parkview Dr Reconstruction	ST-013			235,997			235,997
S 4th/Country Club Intersection Reconfiguration	ST-014				183,497		183,497
MnDOT College Dr Reconstruction-City Cost Part.	ST-015		349,355				349,355
Brian St/G St Reconstruction	ST-016			421,837			421,837
Hackberry Dr Reconstruction	ST-017				415,800		415,800
Donita Ave/Thomas Ave Recon -Eatros Addnt. 2	ST-019				946,733		946,733
S 5th St (Saratoga-Main) Recon.	ST-020		105,627				105,627
N.Hill St (College to Willow) Reconstruction	ST-026			119,177			119,177
Elaine Ave/Kathryn Ave/Alan Ave -Eatros Addnt. 3	ST-027				1,069,965		1,069,965
S Hill St/Central/Roosevelt/Lincoln	ST-028				650,776		650,776
E St. Reconstruction	ST-029				360,326		360,326
Market Street Reconstruction	ST-033		119,973				119,973
Bonding - Special Assessments Total			284,383	708,355	1,079,395	3,627,097	5,699,230

Capital Equip. Fund Levy

20' Pull-type Mower	Airport 09		33,000				33,000
Memorial Park Bathroom Updates	Bath 26					50,000	50,000
Survey Equipment-Robotic Total Station	Eng 06	39,500					39,500
GPS	Eng 19		30,000			32,000	62,000
Rescue Airbags	Fire 12			20,000			20,000
Epoxy Apparatus Floor of Fire Station	Fire 17			43,000			43,000
Refurbish Fire Station exhaust system	Fire 19			15,000			15,000
Fire Station exterior door replacement	Fire 43				25,000		25,000
Utility Vehicle (2008 Polaris Ranger)	Fire 50		21,000				21,000
Refurbish Engine 364	Fire 51			50,000	50,000		100,000
Utility Vehicle (2013 Case IH Scout)	Fire 52	21,000					21,000
Card Reader Entry System	Fire 53	15,000					15,000
Fire Chief Vehicle	Fire 54		75,000				75,000
Lawn Mower - Replacement Annual Trade-In Program 1	Pk 08	5,000	5,000	5,000			15,000
Lawn Mower-Replacement Annual Trade-In Program 2	Pk 09	5,000	5,000	5,000			15,000
Ball Pro Drag Machine	Pk 17	20,000	20,000	20,500			60,500
Ind Prk Main Picnic Pavilion	Pk 21	39,800					39,800
Striping Mower	Pk 22	32,500	32,500				65,000
60" Sweep Star	Pk 88		30,000				30,000
Police Package Unmarked Sedan	Police 60		45,000				45,000
Dump Truck	Streets 05	239,000					239,000
2000 gal. Bulk Fuel Tank	Streets 06	12,500					12,500
Linelazer Street Painting Machine	Streets 07		16,000				16,000
Asphalt Mill	Streets 11		19,000				19,000
15' Pull-type Mower	Streets 12	18,000					18,000
Motograder	Streets 21		100,000	100,000	140,000		340,000
Steel Roller (Replace 1985 Model)	Streets 30	40,000					40,000
Loader Backhoe (Replace 2007 Model)	Streets 32			70,000			70,000
Loader Pallet Forks	Streets 49	12,700					12,700
Capital Equip. Fund Levy Total		500,000	431,500	328,500	215,000	82,000	1,557,000

Federal Funds

Acquisition of Property -Gas Facility	Airport 10		135,000				135,000
Exhibit A Property Map Update (FAA required)	Airport 13		27,000				27,000
Update Wildlife Management Plan	Airport 14		18,000				18,000
Perimeter Fencing - Phase 1	Airport 18					135,000	135,000

Source	Project #	2024	2025	2026	2027	2028	Total
Self-Propelled Runway Snowblower (Replace 1983)	Airport 51			810,000			810,000
T-Hangar Site Prep and Taxilane -East Airpark	Airport 52					45,000	45,000
Maintenance Equip/SRE Bldg -Phase 2 Site Prep	Airport 55	630,000					630,000
Maintenance Equip/SRE Bldg -Phase 3 Construction	Airport 56	1,018,674					1,018,674
Re-mark Runways-Magnetic Declination Change	Airport 59		135,000				135,000
Dual Use Fire/ARFF Facility -Design and Site Prep	Airport 63					114,000	114,000
Rehabilitate Runway 12/30 -Mill & Overlay	Airport 65		1,800,000				1,800,000
Rehabilitate Taxiway A - Mill & Overlay	Airport 72				1,080,000		1,080,000
Rehabilitate Taxiway B - Mill & Overlay	Airport 73					540,000	540,000
Aerial Truck Replacement	Fire 40			172,150			172,150
Federal Funds Total		1,648,674	2,287,150	810,000	1,080,000	834,000	6,659,824

General Fund Budget

Exhibit A Property Map Update (FAA required)	Airport 13		3,000				3,000
Update Wildlife Management Plan	Airport 14		2,000				2,000
Liberty Park Irrigation Phase I	PK 36		13,000				13,000
Liberty Park Irrigation Phase II	PK 37			8,000			8,000
General Fund Budget Total			18,000	8,000			26,000

Grant

RRFB & Trail Extension	PK-013	380,381					380,381
Grant Total		380,381					380,381

Legislative Sales Tax

Pool Renovation/Replacement	Aqua 16	18,000,000					18,000,000
YMCA	PK 24		5,000,000				5,000,000
Soccer Fields	PK 26		2,600,000				2,600,000
Legislative Sales Tax Total		18,000,000	7,600,000				25,600,000

Levy Impact-Waiting St/Fed Funding -

Acquisition of Property -Gas Facility	Airport 10		7,500				7,500
New Corporate Hangar -Design/Site/Foundation	Airport 15				150,000		150,000
New Corporate Hangar -Bldg.Construct (Hangar Loan)	Airport 16					300,000	300,000
Perimeter Fencing - Phase 1	Airport 18					7,500	7,500
Tractor with Loader (mowing)	Airport 25		54,000				54,000
Parking Lot Paving -East Airpark	Airport 39			67,500			67,500
Airpark East Directional & Address Signage	Airport 47			15,000			15,000
Self-Propelled Runway Snowblower (Replace 1983)	Airport 51			90,000			90,000
T-Hangar Site Prep and Taxilane -East Airpark	Airport 52					42,500	42,500
Skidloader (SRE)	Airport 54			22,500			22,500
Snowblower Attachment for Loader	Airport 58				75,000		75,000
Re-mark Runways-Magnetic Declination Change	Airport 59		7,500				7,500
Dual Use Fire/ARFF Facility -Design and Site Prep	Airport 63					285,000	285,000
Rehabilitate Runway 12/30 -Mill & Overlay	Airport 65		100,000				100,000
Fuel Farm Replacement	Airport 70		240,000				240,000
Taxilane & Apron Pavement Rehabilitation	Airport 71			240,000			240,000
Rehabilitate Taxiway A - Mill & Overlay	Airport 72				60,000		60,000
Rehabilitate Taxiway B - Mill & Overlay	Airport 73					30,000	30,000
Bituminous Crack Fill & Seal -Runway/Taxiway	AP-007-1			15,000			15,000

Source	Project #	2024	2025	2026	2027	2028	Total
Levy Impact-Waiting St/Fed Funding - Airport Total			409,000	450,000	285,000	665,000	1,809,000
Local Funds (Schools, Business, Etc.)							
UCAP Bus Shelters	ST-007	180,173					180,173
Local Funds (Schools, Business, Etc.) Total		180,173					180,173
MMU							
Lyon Circle Reconstruction	ST-010	11,242					11,242
Cheryl Avenue Reconstruction-Eatros Addnt. 1	ST-011			553,765			553,765
S. Whitney (College to Jean)-Phase 1	ST-012A	533,324					533,324
S Hill St/S Minnesota St/Charles Ave-Phase 2	ST-012B		468,818				468,818
Marlene/Paul/Parkview Dr Reconstruction	ST-013			397,011			397,011
S 4th/Country Club Intersection Reconfiguration	ST-014				201,234		201,234
MnDOT College Dr Reconstruction-City Cost Part.	ST-015		1,500,000				1,500,000
Brian St/G St Reconstruction	ST-016			294,310			294,310
Hackberry Dr Reconstruction	ST-017				605,838		605,838
Donita Ave/Thomas Ave Recon -Eatros Addnt. 2	ST-019				1,176,903		1,176,903
S 5th St (Saratoga-Main) Recon.	ST-020		225,419				225,419
N.Hill St (College to Willow) Reconstruction	ST-026			18,753			18,753
Elaine Ave/Kathryn Ave/Alan Ave -Eatros Addnt. 3	ST-027				1,139,729		1,139,729
S Hill St/Central/Roosevelt/Lincoln	ST-028				445,469		445,469
E St. Reconstruction	ST-029				495,578		495,578
Market Street Reconstruction	ST-033		255,608				255,608
MMU Total		544,566	2,449,845	1,263,839	4,064,751		8,323,001
Municipal State Aid							
C St - Southview Trail	PK-011		91,127				91,127
E. Lyon Street Trail Project	PK-012			287,696			287,696
S 4th/Country Club Intersection Reconfiguration	ST-014				2,090,779		2,090,779
MnDOT College Dr Reconstruction-City Cost Part.	ST-015		647,369				647,369
E St. Reconstruction	ST-029				240,217		240,217
Municipal State Aid Total			738,496	287,696	2,330,996		3,357,188
Public Improvement Revolving							
Street Mill & Overlays and ADA Improvements	ST-002	675,000	700,000	700,000	725,000	725,000	3,525,000
Public Improvement Revolving Total		675,000	700,000	700,000	725,000	725,000	3,525,000
State Funds							
Acquisition of Property -Gas Facility	Airport 10		7,500				7,500
New Corporate Hangar -Design/Site/Foundation	Airport 15				350,000		350,000
New Corporate Hangar -Bldg.Construct (Hangar Loan)	Airport 16					700,000	700,000
Perimeter Fencing - Phase 1	Airport 18					7,500	7,500
T-Hangar Building - East Airpark	Airport 19					500,000	500,000
Tractor with Loader (mowing)	Airport 25		126,000				126,000
Parking Lot Paving -East Airpark	Airport 39			157,500			157,500
ILS Replacement	Airport 42	700,000					700,000

Source	Project #	2024	2025	2026	2027	2028	Total
Airpark East Directional & Address Signage	Airport 47			35,000			35,000
T-Hangar Site Prep and Taxilane -East Airpark	Airport 52					162,500	162,500
Skidloader (SRE)	Airport 54			52,500			52,500
Maintenance Equip/SRE Bldg -Phase 3 Construction	Airport 56	1,265,349					1,265,349
Snowblower Attachment for Loader	Airport 58				175,000		175,000
Re-mark Runways-Magnetic Declination Change	Airport 59		7,500				7,500
Dual Use Fire/ARFF Facility -Design and Site Prep	Airport 63					171,000	171,000
Rehabilitate Runway 12/30 -Mill & Overlay	Airport 65		100,000				100,000
Fuel Farm Replacement	Airport 70		560,000				560,000
Taxilane & Apron Pavement Rehabilitation	Airport 71			560,000			560,000
Rehabilitate Taxiway A - Mill & Overlay	Airport 72				60,000		60,000
Rehabilitate Taxiway B - Mill & Overlay	Airport 73					30,000	30,000
Acquisition of Property -Helena Chemical	AP-002	106,750					106,750
Bituminous Crack Fill & Seal -Runway/Taxiway	AP-007-1			35,000			35,000
State Funds Total		2,072,099	801,000	840,000	585,000	1,571,000	5,869,099

State Grant

Confined Space Prop Improvement	MERIT 16	300,000					300,000
Ind Prk Main Picnic Pavilion	Pk 21	210,274					210,274
Inclusive Playground	PK 25	15,000	15,000	15,000			45,000
C St - Southview Trail	PK-011		399,528				399,528
E. Lyon Street Trail Project	PK-012			455,704			455,704
MnDOT College Dr Reconstruction-City Cost Part.	ST-015		1,111,497				1,111,497
State Grant Total		525,274	1,526,025	470,704			2,522,003

Surface Water Budget

Lyon Circle Reconstruction	ST-010	29,294					29,294
Cheryl Avenue Reconstruction-Eatros Addnt. 1	ST-011			127,031			127,031
S. Whitney (College to Jean)-Phase 1	ST-012A	481,933					481,933
S Hill St/S Minnesota St/Charles Ave-Phase 2	ST-012B		135,450				135,450
Marlene/Paul/Parkview Dr Reconstruction	ST-013			172,991			172,991
S 4th/Country Club Intersection Reconfiguration	ST-014				132,270		132,270
MnDOT College Dr Reconstruction-City Cost Part.	ST-015		524,803				524,803
Brian St/G St Reconstruction	ST-016			587,832			587,832
Hackberry Dr Reconstruction	ST-017				92,570		92,570
Donita Ave/Thomas Ave Recon -Eatros Addnt. 2	ST-019				399,572		399,572
S 5th St (Saratoga-Main) Recon.	ST-020		88,044				88,044
Elaine Ave/Kathryn Ave/Alan Ave -Eatros Addnt. 3	ST-027				421,787		421,787
S Hill St/Central/Roosevelt/Lincoln	ST-028				22,320		22,320
E St. Reconstruction	ST-029				180,032		180,032
Market Street Reconstruction	ST-033		36,423				36,423
Legion Field Road Stormwater Study: Phase 3	SWM-003		676,436				676,436
Bladholm Street River Stabilization Project	SWM-004				319,000		319,000
Diversion Channel Maintenance	SWM-006			200,000			200,000
Pond Outlet Improvement:Canoga/Triangle Pond	SWM-009			115,000			115,000
Canoga Park Drive Pond Outlet Improvements	SWM-010		75,000				75,000
Surface Water Budget Total		586,227	1,461,156	1,202,854	1,567,551		4,817,788

Trade In (for illustration not expensed)

20' Pull-type Mower	Airport 09		12,000				12,000
GPS	Eng 19		5,000			5,000	10,000

Source	Project #	2024	2025	2026	2027	2028	Total
60" Sweep Star	Pk 88		5,000				5,000
Dump Truck	Streets 05	6,000					6,000
Asphalt Mill	Streets 11		5,000				5,000
15' Pull-type Mower	Streets 12	5,000					5,000
Motorgrader	Streets 21				60,000		60,000
Loader Backhoe (Replace 2007 Model)	Streets 32			15,000			15,000
Trade In (for illustration not expensed)		11,000	27,000	15,000	60,000	5,000	118,000
Total							

Wastewater Budget

Lyon Circle Reconstruction	ST-010	61,135					61,135
Cheryl Avenue Reconstruction-Eatros Addnt. 1	ST-011			419,901			419,901
S. Whitney (College to Jean)-Phase 1	ST-012A	652,929					652,929
S Hill St/S Minnesota St/Charles Ave-Phase 2	ST-012B		199,406				199,406
Marlene/Paul/Parkview Dr Reconstruction	ST-013			403,570			403,570
S 4th/Country Club Intersection Reconfiguration	ST-014				194,713		194,713
MnDOT College Dr Reconstruction-City Cost Part.	ST-015		1,200,000				1,200,000
Brian St/G St Reconstruction	ST-016			568,644			568,644
Hackberry Dr Reconstruction	ST-017				519,417		519,417
Donita Ave/Thomas Ave Recon -Eatros Addnt. 2	ST-019				1,202,740		1,202,740
S 5th St (Saratoga-Main) Recon.	ST-020		157,070				157,070
Elaine Ave/Kathryn Ave/Alan Ave -Eatros Addnt. 3	ST-027				1,315,885		1,315,885
S Hill St/Central/Roosevelt/Lincoln	ST-028				529,489		529,489
E St. Reconstruction	ST-029				305,803		305,803
Market Street Reconstruction	ST-033		287,346				287,346
Biosolids Dragline Hose & Cart	WW 06	87,500					87,500
Plant Generator Switchgear Controller Replacement	WW 07	54,000					54,000
Administration Bldg Parking Lot	WW 31					14,656	14,656
Main Lift Pump & Valve Replacement	WW 46				500,000		500,000
Plant Shop/Operator's Office Parking Lot-Concrete	WW 62					18,000	18,000
Replace Grit Trap System	WW 64		110,000				110,000
Effluent Filter, Final Clarifier, Fiberglass Cover	WW 65				7,000,000		7,000,000
1997 IH Dump Truck 4900	WW 66			10,000			10,000
Lift 4 Replacement	WW 67			175,000			175,000
Lawn Mower - Replacement Annual Trade-In Program	WW 68	2,000	2,000	2,000	2,000	2,000	10,000
Replace 2009 F450 Crane Truck	WW 69		125,000				125,000
College Dr Sanitary Sewer Lining	WW-001			686,000			686,000
Hwy 23 Lift Phase III	WW-005A	155,000					155,000
Hwy 23 Lift Phase IV	WW-005B	275,000					275,000
Wastewater Budget Total		1,287,564	2,080,822	2,265,115	11,570,047	34,656	17,238,204

GRAND TOTAL

29,858,026 24,929,033 11,795,413 28,882,009 3,916,656 99,381,137

City of Marshall, Minnesota
6-Year Capital Plan by Funding Source
 2024 thru 2029

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project #	2024	2025	2026	2027	2028	2029	Total
Airport (43400)								
20' Pull-type Mower	Airport 09		45,000					45,000
<i>Capital Equip. Fund Levy</i>			33,000					33,000
<i>Trade In (for illustration not expensed)</i>			12,000					12,000
Acquisition of Property -Gas Facility	Airport 10		150,000					150,000
<i>Federal Funds</i>			135,000					135,000
<i>Levy Impact-Waiting St/Fed Funding - Airport</i>			7,500					7,500
<i>State Funds</i>			7,500					7,500
Exhibit A Property Map Update (FAA required)	Airport 13		30,000					30,000
<i>Federal Funds</i>			27,000					27,000
<i>General Fund Budget</i>			3,000					3,000
Update Wildlife Management Plan	Airport 14		20,000					20,000
<i>Federal Funds</i>			18,000					18,000
<i>General Fund Budget</i>			2,000					2,000
New Corporate Hangar -Design/Site/Foundation	Airport 15				500,000			500,000
<i>Levy Impact-Waiting St/Fed Funding - Airport</i>					150,000			150,000
<i>State Funds</i>					350,000			350,000
New Corporate Hangar -Bldg.Construct (Hangar Loan)	Airport 16					1,000,000		1,000,000
<i>Levy Impact-Waiting St/Fed Funding - Airport</i>						300,000		300,000
<i>State Funds</i>						700,000		700,000
Perimeter Fencing - Phase 1	Airport 18					150,000		150,000
<i>Federal Funds</i>						135,000		135,000
<i>Levy Impact-Waiting St/Fed Funding - Airport</i>						7,500		7,500
<i>State Funds</i>						7,500		7,500
T-Hangar Building - East Airpark	Airport 19					500,000		500,000
<i>State Funds</i>						500,000		500,000
Tractor with Loader (mowing)	Airport 25		180,000					180,000
<i>Levy Impact-Waiting St/Fed Funding - Airport</i>			54,000					54,000
<i>State Funds</i>			126,000					126,000
Extend Runway 2/20 & Taxiway -Env/Planning	Airport 32						150,000	150,000
<i>Federal Funds</i>							135,000	135,000
<i>General Fund Budget</i>							15,000	15,000
Parking Lot Paving -East Airpark	Airport 39			225,000				225,000
<i>Levy Impact-Waiting St/Fed Funding - Airport</i>				67,500				67,500
<i>State Funds</i>				157,500				157,500
ILS Replacement	Airport 42	1,000,000						1,000,000
<i>Bonding - Levy Impact</i>		300,000						300,000
<i>State Funds</i>		700,000						700,000
Airpark East Directional & Address Signage	Airport 47			50,000				50,000
<i>Levy Impact-Waiting St/Fed Funding - Airport</i>				15,000				15,000
<i>State Funds</i>				35,000				35,000
Self-Propelled Runway Snowblower (Replace 1983)	Airport 51			900,000				900,000

Department	Project #	2024	2025	2026	2027	2028	2029	Total
Federal Funds				810,000				810,000
Levy Impact-Waiting St/Fed Funding - Airport				90,000				90,000
T-Hangar Site Prep and Taxilane -East Airport	Airport 52					250,000		250,000
Federal Funds						45,000		45,000
Levy Impact-Waiting St/Fed Funding - Airport						42,500		42,500
State Funds						162,500		162,500
Skidloader (SRE)	Airport 54			75,000				75,000
Levy Impact-Waiting St/Fed Funding - Airport				22,500				22,500
State Funds				52,500				52,500
Maintenance Equip/SRE Bldg -Phase 2 Site Prep	Airport 55	700,000						700,000
Bonding - Levy Impact		70,000						70,000
Federal Funds		630,000						630,000
Maintenance Equip/SRE Bldg -Phase 3 Construction	Airport 56	3,343,023						3,343,023
Bonding - Levy Impact		1,059,000						1,059,000
Federal Funds		1,018,674						1,018,674
State Funds		1,265,349						1,265,349
Snowblower Attachment for Loader	Airport 58				250,000			250,000
Levy Impact-Waiting St/Fed Funding - Airport					75,000			75,000
State Funds					175,000			175,000
Re-mark Runways-Magnetic Declination Change	Airport 59		150,000					150,000
Federal Funds			135,000					135,000
Levy Impact-Waiting St/Fed Funding - Airport			7,500					7,500
State Funds			7,500					7,500
Obtain FAA Category 2 or 4 Part 139, Comm Cert.	Airport 62						60,000	60,000
General Fund Budget							60,000	60,000
Dual Use Fire/ARFF Facility -Design and Site Prep	Airport 63					570,000		570,000
Federal Funds						114,000		114,000
Levy Impact-Waiting St/Fed Funding - Airport						285,000		285,000
State Funds						171,000		171,000
Dual Use Fire/ARFF Facility -Construction	Airport 64						2,000,000	2,000,000
Federal Funds							400,000	400,000
Levy Impact-Waiting St/Fed Funding - Airport							1,000,000	1,000,000
State Funds							600,000	600,000
Rehabilitate Runway 12/30 -Mill & Overlay	Airport 65		2,000,000					2,000,000
Federal Funds			1,800,000					1,800,000
Levy Impact-Waiting St/Fed Funding - Airport			100,000					100,000
State Funds			100,000					100,000
Fuel Farm Replacement	Airport 70		800,000					800,000
Levy Impact-Waiting St/Fed Funding - Airport			240,000					240,000
State Funds			560,000					560,000
Taxilane & Apron Pavement Rehabilitation	Airport 71			800,000				800,000
Levy Impact-Waiting St/Fed Funding - Airport				240,000				240,000
State Funds				560,000				560,000
Rehabilitate Taxiway A - Mill & Overlay	Airport 72				1,200,000			1,200,000
Federal Funds					1,080,000			1,080,000
Levy Impact-Waiting St/Fed Funding - Airport					60,000			60,000
State Funds					60,000			60,000
Rehabilitate Taxiway B - Mill & Overlay	Airport 73					600,000		600,000
Federal Funds						540,000		540,000
Levy Impact-Waiting St/Fed Funding - Airport						30,000		30,000
State Funds						30,000		30,000
Acquisition of Property -Helena Chemical	AP-002	575,000						575,000
Bonding - Levy Impact		468,250						468,250

Department	Project #	2024	2025	2026	2027	2028	2029	Total
State Funds		106,750						106,750
Bituminous Crack Fill & Seal -Runway/Taxiway	AP-007-1			50,000				50,000
Levy Impact-Waiting St/Fed Funding - Airport				15,000				15,000
State Funds				35,000				35,000
Airport (43400) Total		5,618,023	3,375,000	2,100,000	1,950,000	3,070,000	2,210,000	18,323,023
Aquatic Center (45300)								
Pool Renovation/Replacement	Aqua 16	18,000,000						18,000,000
Legislative Sales Tax		18,000,000						18,000,000
Aquatic Center (45300) Total		18,000,000						18,000,000
Engineering (43100)								
Survey Equipment-Robotic Total Station	Eng 06	39,500						39,500
Capital Equip. Fund Levy		39,500						39,500
GPS	Eng 19		35,000			37,000		72,000
Capital Equip. Fund Levy			30,000			32,000		62,000
Trade In (for illustration not expensed)			5,000			5,000		10,000
Engineering (43100) Total		39,500	35,000			37,000		111,500
Fire (42400)								
Rescue Airbags	Fire 12			20,000				20,000
Capital Equip. Fund Levy				20,000				20,000
Epoxy Apparatus Floor of Fire Station	Fire 17			43,000				43,000
Capital Equip. Fund Levy				43,000				43,000
Refurbish Fire Station exhaust system	Fire 19			15,000				15,000
Capital Equip. Fund Levy				15,000				15,000
Hydraulic rescue tools	Fire 20						45,000	45,000
Capital Equip. Fund Levy							45,000	45,000
Refurbish Engine 367	Fire 21						130,000	130,000
Capital Equip. Fund Levy							130,000	130,000
Aerial Truck Replacement	Fire 40		1,470,838					1,470,838
Bonding - Levy Impact			1,298,688					1,298,688
Federal Funds			172,150					172,150
Fire Station exterior door replacement	Fire 43				25,000			25,000
Capital Equip. Fund Levy					25,000			25,000
Rehabilitation Trailer	Fire 47				225,000			225,000
Bonding - Levy Impact					225,000			225,000
Utility Vehicle (2008 Polaris Ranger)	Fire 50		21,000					21,000
Capital Equip. Fund Levy			21,000					21,000
Refurbish Engine 364	Fire 51				100,000			100,000
Capital Equip. Fund Levy				50,000	50,000			100,000
Utility Vehicle (2013 Case IH Scout)	Fire 52	21,000						21,000
Capital Equip. Fund Levy		21,000						21,000
Card Reader Entry System	Fire 53	15,000						15,000
Capital Equip. Fund Levy		15,000						15,000
Fire Chief Vehicle	Fire 54		75,000					75,000
Capital Equip. Fund Levy			75,000					75,000

Department	Project #	2024	2025	2026	2027	2028	2029	Total
Fire (42400) Total		36,000	1,566,838	78,000	350,000		175,000	2,205,838
MERIT Center (42600)								
Confined Space Prop Improvement <i>State Grant</i>	MERIT 16	300,000 <i>300,000</i>						300,000 <i>300,000</i>
MERIT Center (42600) Total		300,000						300,000
Parks (45200)								
Legion Field Bathrooms, Concession & Viewing <i>Bonding - Levy Impact</i>	Bath 23	400,000 <i>400,000</i>	385,000 <i>385,000</i>					785,000 <i>785,000</i>
Independence Park Back Bathroom Replacement <i>Bonding - Levy Impact</i>	Bath 24		140,000 <i>140,000</i>					140,000 <i>140,000</i>
Channel Parkway Bathroom Upgrade <i>Bonding - Levy Impact</i>	Bath 25			75,000 <i>75,000</i>				75,000 <i>75,000</i>
Memorial Park Bathroom Updates <i>Capital Equip. Fund Levy</i>	Bath 26					50,000 <i>50,000</i>		50,000 <i>50,000</i>
Victory Park Bathroom <i>Bonding - Levy Impact</i>	Bath 27				150,000 <i>150,000</i>			150,000 <i>150,000</i>
Amateur Sport Complex Bathroom Updates <i>Capital Equip. Fund Levy</i>	Bath 28						25,000 <i>25,000</i>	25,000 <i>25,000</i>
Lawn Mower - Replacement Annual Trade-In Program 1 <i>Capital Equip. Fund Levy</i>	Pk 08	5,000 <i>5,000</i>	5,000 <i>5,000</i>	5,000 <i>5,000</i>				15,000 <i>15,000</i>
Lawn Mower-Replacement Annual Trade-In Program 2 <i>Capital Equip. Fund Levy</i>	Pk 09	5,000 <i>5,000</i>	5,000 <i>5,000</i>	5,000 <i>5,000</i>				15,000 <i>15,000</i>
Justice Park Walk Bridge <i>Bonding - Levy Impact</i>	Pk 16			200,000 <i>200,000</i>				200,000 <i>200,000</i>
Ball Pro Drag Machine <i>Capital Equip. Fund Levy</i>	Pk 17	20,000 <i>20,000</i>	20,000 <i>20,000</i>	20,500 <i>20,500</i>				60,500 <i>60,500</i>
Ind Prk Main Picnic Pavilion <i>Capital Equip. Fund Levy</i> <i>State Grant</i>	Pk 21	250,074 <i>39,800</i> <i>210,274</i>						250,074 <i>39,800</i> <i>210,274</i>
Striping Mower <i>Capital Equip. Fund Levy</i>	Pk 22	32,500 <i>32,500</i>	32,500 <i>32,500</i>					65,000 <i>65,000</i>
YMCA <i>Legislative Sales Tax</i>	PK 24		5,000,000 <i>5,000,000</i>					5,000,000 <i>5,000,000</i>
Inclusive Playground <i>State Grant</i>	PK 25	15,000 <i>15,000</i>	15,000 <i>15,000</i>	15,000 <i>15,000</i>				45,000 <i>45,000</i>
Soccer Fields <i>Legislative Sales Tax</i>	PK 26		2,600,000 <i>2,600,000</i>					2,600,000 <i>2,600,000</i>
Pickleball Courts <i>Bonding - Levy Impact</i>	PK 27			100,000 <i>100,000</i>	100,000 <i>100,000</i>			200,000 <i>200,000</i>
Convert Pool Bldg. to Storage <i>Bonding - Levy Impact</i>	PK 29			100,000 <i>100,000</i>				100,000 <i>100,000</i>
Channel Parkway Playground-Irrigation <i>Bonding - Levy Impact</i>	PK 33			140,000 <i>140,000</i>				140,000 <i>140,000</i>
Liberty Park Irrigation Phase I	PK 36		13,000					13,000

Department	Project #	2024	2025	2026	2027	2028	2029	Total
<i>General Fund Budget</i>			13,000					13,000
Liberty Park Irrigation Phase II	PK 37			8,000				8,000
<i>General Fund Budget</i>				8,000				8,000
Liberty Park Bandshell Replacement	PK 52		400,000					400,000
<i>Bonding - Levy Impact</i>			400,000					400,000
Independence Park Back Parking Lot	PK 58	130,000						130,000
<i>Bonding - Levy Impact</i>		130,000						130,000
Patriot Park Parking Lot	PK 63			175,000				175,000
<i>Bonding - Levy Impact</i>				175,000				175,000
60" Sweep Star	PK 88		35,000					35,000
<i>Capital Equip. Fund Levy</i>			30,000					30,000
<i>Trade In (for illustration not expensed)</i>			5,000					5,000
Amateur Sports Center Lighting Upgrade	PK 90			395,000				395,000
<i>Bonding - Levy Impact</i>				395,000				395,000
C St - Southview Trail	PK-011		490,655					490,655
<i>Municipal State Aid</i>			91,127					91,127
<i>State Grant</i>			399,528					399,528
E. Lyon Street Trail Project	PK-012			743,400				743,400
<i>Municipal State Aid</i>				287,696				287,696
<i>State Grant</i>				455,704				455,704
RRFB & Trail Extension	PK-013	360,381						360,381
<i>Grant</i>		380,381						380,381
Parks (45200) Total		1,217,955	9,141,155	1,981,900	250,000	50,000	25,000	12,666,010
Police (42100)								
Police Package Unmarked Sedan	Police 60		45,000					45,000
<i>Capital Equip. Fund Levy</i>			45,000					45,000
Police (42100) Total			45,000					45,000
Red Baron Arena & Expo (45900)								
Replace Rubber Flooring	Arena 4				20,000			20,000
<i>Arena Revenue</i>					20,000			20,000
Red Baron Arena & Expo (45900) Total					20,000			20,000
Street Projects								
Street Mill & Overlays and ADA Improvements	ST-002	675,000	700,000	700,000	725,000	725,000	725,000	4,250,000
<i>Public Improvement Revolving</i>		675,000	700,000	700,000	725,000	725,000	725,000	4,250,000
UCAP Bus Shelters	ST-007	180,173						180,173
<i>Local Funds (Schools, Business, Etc.)</i>		180,173						180,173
Lyon Circle Reconstruction	ST-010	282,723						282,723
<i>Bonding - Levy Impact</i>		110,109						110,109
<i>Bonding - Special Assessments</i>		70,943						70,943
<i>MMU</i>		11,242						11,242
<i>Surface Water Budget</i>		29,294						29,294
<i>Wastewater Budget</i>		61,135						61,135
Cheryl Avenue Reconstruction-Eatros Addnt. 1	ST-011			1,650,486				1,650,486
<i>Bonding - Levy Impact</i>				247,405				247,405
<i>Bonding - Special Assessments</i>				302,384				302,384
<i>MMU</i>				553,765				553,765

Department	Project #	2024	2025	2026	2027	2028	2029	Total
Surface Water Budget				127,031				127,031
Wastewater Budget				419,901				419,901
S. Whitney (College to Jean)-Phase 1	ST-012A	2,506,952						2,506,952
Bonding - Levy Impact		625,326						625,326
Bonding - Special Assessments		213,440						213,440
MMU		533,324						533,324
Surface Water Budget		481,933						481,933
Wastewater Budget		652,929						652,929
S Hill St/S Minnesota St/Charles Ave-Phase 2	ST-012B		1,610,610					1,610,610
Bonding - Levy Impact			673,536					673,536
Bonding - Special Assessments			133,400					133,400
MMU			468,818					468,818
Surface Water Budget			135,450					135,450
Wastewater Budget			199,406					199,406
Marlene/Paul/Parkview Dr Reconstruction	ST-013			1,445,566				1,445,566
Bonding - Levy Impact				235,997				235,997
Bonding - Special Assessments				235,997				235,997
MMU				397,011				397,011
Surface Water Budget				172,991				172,991
Wastewater Budget				403,570				403,570
S 4th/Country Club Intersection Reconfiguration	ST-014				2,802,493			2,802,493
Bonding - Special Assessments					183,497			183,497
MMU					201,234			201,234
Municipal State Aid					2,090,779			2,090,779
Surface Water Budget					132,270			132,270
Wastewater Budget					194,713			194,713
MnDOT College Dr Reconstruction-City Cost Part.	ST-015		5,968,043					5,968,043
Bonding - Levy Impact			635,019					635,019
Bonding - Special Assessments			349,355					349,355
MMU			1,500,000					1,500,000
Municipal State Aid			647,369					647,369
State Grant			1,111,497					1,111,497
Surface Water Budget			524,803					524,803
Wastewater Budget			1,200,000					1,200,000
Brian St/G St Reconstruction	ST-016			2,099,766				2,099,766
Bonding - Levy Impact				227,143				227,143
Bonding - Special Assessments				421,837				421,837
MMU				294,310				294,310
Surface Water Budget				587,832				587,832
Wastewater Budget				568,644				568,644
Hackberry Dr Reconstruction	ST-017				2,141,825			2,141,825
Bonding - Levy Impact					508,200			508,200
Bonding - Special Assessments					415,800			415,800
MMU					605,838			605,838
Surface Water Budget					92,570			92,570
Wastewater Budget					519,417			519,417
Donita Ave/Thomas Ave Recon -Eatros Addnt. 2	ST-019				4,235,727			4,235,727
Bonding - Levy Impact					509,779			509,779
Bonding - Special Assessments					946,733			946,733
MMU					1,176,903			1,176,903
Surface Water Budget					399,572			399,572
Wastewater Budget					1,202,740			1,202,740
S 5th St (Saratoga-Main) Recon.	ST-020		734,601					734,601
Bonding - Levy Impact			158,441					158,441
Bonding - Special Assessments			105,627					105,627
MMU			225,419					225,419

Department	Project #	2024	2025	2026	2027	2028	2029	Total	
Surface Water Budget			88,044					88,044	
Wastewater Budget			157,070					157,070	
N.Hill St (College to Willow) Reconstruction	ST-026			316,695				316,695	
Bonding - Levy Impact				178,765				178,765	
Bonding - Special Assessments				119,177				119,177	
MMU				18,753				18,753	
Elaine Ave/Kathryn Ave/Alan Ave -Eatros Addnt. 3	ST-027				4,523,501			4,523,501	
Bonding - Levy Impact					576,135			576,135	
Bonding - Special Assessments					1,069,965			1,069,965	
MMU					1,139,729			1,139,729	
Surface Water Budget					421,787			421,787	
Wastewater Budget					1,315,885			1,315,885	
S Hill St/Central/Roosevelt/Lincoln	ST-028				2,180,507			2,180,507	
Bonding - Levy Impact					532,453			532,453	
Bonding - Special Assessments					650,776			650,776	
MMU					445,469			445,469	
Surface Water Budget					22,320			22,320	
Wastewater Budget					529,489			529,489	
E St. Reconstruction	ST-029				1,581,956			1,581,956	
Bonding - Special Assessments					360,326			360,326	
MMU					495,578			495,578	
Municipal State Aid					240,217			240,217	
Surface Water Budget					180,032			180,032	
Wastewater Budget					305,803			305,803	
Madrid Street Bridge Rail Repair	ST-030				150,000			150,000	
Bonding - Levy Impact					150,000			150,000	
Market Street Reconstruction	ST-033		699,350					699,350	
Bonding - Special Assessments			119,973					119,973	
MMU			255,608					255,608	
Surface Water Budget			36,423					36,423	
Wastewater Budget			287,346					287,346	
Street Projects Total			3,644,848	9,712,604	6,212,513	18,341,009	725,000	725,000	39,360,974

Streets Admin. (43300)

Dump Truck	Streets 05	245,000						245,000
Capital Equip. Fund Levy		239,000						239,000
Trade In (for illustration not expensed)		6,000						6,000
2000 gal. Bulk Fuel Tank	Streets 06	12,500						12,500
Capital Equip. Fund Levy		12,500						12,500
Linelazer Street Painting Machine	Streets 07		16,000					16,000
Capital Equip. Fund Levy			16,000					16,000
Asphalt Mill	Streets 11		24,000					24,000
Capital Equip. Fund Levy			19,000					19,000
Trade In (for illustration not expensed)			5,000					5,000
15' Pull-type Mower	Streets 12	23,000						23,000
Capital Equip. Fund Levy		18,000						18,000
Trade In (for illustration not expensed)		5,000						5,000
Motorgrader	Streets 21				400,000			400,000
Capital Equip. Fund Levy			100,000	100,000	140,000			340,000
Trade In (for illustration not expensed)					60,000			60,000
Steel Roller (Replace 1985 Model)	Streets 30	40,000						40,000
Capital Equip. Fund Levy		40,000						40,000

Department	Project #	2024	2025	2026	2027	2028	2029	Total
Loader Backhoe (Replace 2007 Model)	Streets 32			85,000				85,000
<i>Capital Equip. Fund Levy</i>				70,000				70,000
<i>Trade In (for illustration not expensed)</i>				15,000				15,000
Loader Pallet Forks	Streets 49	12,700						12,700
<i>Capital Equip. Fund Levy</i>		12,700						12,700
Streets Admin. (43300) Total		333,200	40,000	85,000	400,000			858,200

Surface Water (49600)

Legion Field Road Stormwater Study: Phase 3	SWM-003		676,436					676,436
<i>Surface Water Budget</i>			676,436					676,436
Bladholm Street River Stabilization Project	SWM-004				319,000			319,000
<i>Surface Water Budget</i>					319,000			319,000
Diversion Channel Maintenance	SWM-006			200,000				200,000
<i>Surface Water Budget</i>				200,000				200,000
Pond Outlet Improvement:Canoga/Triangle Pond	SWM-009			115,000				115,000
<i>Surface Water Budget</i>				115,000				115,000
Canoga Park Drive Pond Outlet Improvements	SWM-010	75,000						75,000
<i>Surface Water Budget</i>		75,000						75,000
Surface Water (49600) Total		75,000	676,436	315,000	319,000			1,385,436

Waste Water (49500)

Biosolids Dragline Hose & Cart	WW 06	87,500						87,500
<i>Wastewater Budget</i>		87,500						87,500
Plant Generator Switchgear Controller Replacement	WW 07	54,000						54,000
<i>Wastewater Budget</i>		54,000						54,000
Administration Bldg Parking Lot	WW 31					14,656		14,656
<i>Wastewater Budget</i>						14,656		14,656
Main Lift Pump & Valve Replacement	WW 46				500,000			500,000
<i>Wastewater Budget</i>					500,000			500,000
Plant Shop/Operator's Office Parking Lot-Concrete	WW 62					18,000		18,000
<i>Wastewater Budget</i>						18,000		18,000
Elm St. Sanitary Sewer Lining	WW 63						412,500	412,500
<i>Wastewater Bonding</i>							412,500	412,500
Replace Grit Trap System	WW 64		110,000					110,000
<i>Wastewater Budget</i>			110,000					110,000
Effluent Filter, Final Clarifier, Fiberglass Cover	WW 65				7,000,000			7,000,000
<i>Wastewater Budget</i>					7,000,000			7,000,000
1997 IH Dump Truck 4900	WW 66			10,000				10,000
<i>Wastewater Budget</i>				10,000				10,000
Lift 4 Replacement	WW 67			175,000				175,000
<i>Wastewater Budget</i>				175,000				175,000
Lawn Mower - Replacement Annual Trade-In Program	WW 68	2,000	2,000	2,000	2,000	2,000	2,000	12,000
<i>Wastewater Budget</i>		2,000	2,000	2,000	2,000	2,000	2,000	12,000
Replace 2009 F450 Crane Truck	WW 69		125,000					125,000
<i>Wastewater Budget</i>			125,000					125,000
College Dr Sanitary Sewer Lining	WW-001			686,000				686,000
<i>Wastewater Budget</i>				686,000				686,000

Department	Project #	2024	2025	2026	2027	2028	2029	Total
Hwy 23 Lift Phase III	WW-005A	155,000						155,000
<i>Wastewater Budget</i>		<i>155,000</i>						<i>155,000</i>
Hwy 23 Lift Phase IV	WW-005B	275,000						275,000
<i>Wastewater Budget</i>		<i>275,000</i>						<i>275,000</i>
Waste Water (49500) Total		573,500	237,000	873,000	7,502,000	34,656	414,500	9,634,656
GRAND TOTAL		29,838,026	24,829,033	11,645,413	29,132,009	3,916,656	3,549,500	102,910,637

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Resolution Adopting 2024 Budget
Background Information:	For Council’s review and approval, attached is the 2024 proposed final budget for all funds (excluding bonding capital items). Also included in the council packet is a fund summary.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve resolution adopting 2024 budget

Budget Comparison Report

Group Summary

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)	2024 FINAL	Increase / (Decrease)		
Fund: 101 - GENERAL FUND										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
31 - TAXES	5,647,826.37	6,005,956.54	3,706,320.55	6,525,175.00	6,832,767.00	307,592.00	4.71%	6,832,767.00	0.00	0.00%
33 - INTERGOVERNMENTAL	2,646,617.07	2,667,139.01	1,353,229.67	2,706,253.00	3,129,953.00	423,700.00	15.66%	3,129,953.00	0.00	0.00%
34 - CHARGES FOR SERVICES	562,410.00	580,801.00	562,395.00	599,140.00	622,168.00	23,028.00	3.84%	622,348.00	180.00	0.03%
36 - MISCELLANEOUS	843,335.54	689,960.79	1,027,732.69	948,950.00	1,050,333.00	101,383.00	10.68%	1,038,998.00	-11,335.00	-1.08%
39 - OTHER FINANCING REVENUE	0.00	0.00	55,188.79	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	9,700,188.98	9,943,857.34	6,704,866.70	10,779,518.00	11,635,221.00	855,703.00	7.94%	11,624,066.00	-11,155.00	-0.10%
Expense										
52 - EMPLOYEE BENEFITS	0.00	2,825.95	2,070.00	0.00	2,268.00	2,268.00	0.00%	2,268.00	0.00	0.00%
53 - PURCHASED SERVICES	78,074.31	116,802.12	72,808.17	37,113.00	92,626.00	55,513.00	149.58%	140,952.00	48,326.00	52.17%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	5,488.68	7,455.18	46,807.84	5,630.00	6,630.00	1,000.00	17.76%	6,630.00	0.00	0.00%
55 - CAPITAL	328,275.47	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	167,327.35	236,451.98	159,832.39	225,750.00	244,500.00	18,750.00	8.31%	244,500.00	0.00	0.00%
Total Expense:	579,165.81	363,535.23	281,518.40	268,493.00	346,024.00	77,531.00	28.88%	394,350.00	48,326.00	13.97%
Total Department: 00000 - GENERAL GOVERNMENT:	9,121,023.17	9,580,322.11	6,423,348.30	10,511,025.00	11,289,197.00	778,172.00	7.40%	11,229,716.00	-59,481.00	-0.53%
Department: 41100 - MAYOR & COUNCIL										
Revenue										
33 - INTERGOVERNMENTAL	0.00	17,811.00	6,705.32	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	897.22	15,767.79	6,200.27	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	897.22	33,578.79	12,905.59	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	51,291.91	59,733.56	45,220.65	52,789.00	54,372.00	1,583.00	3.00%	54,372.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	7,112.88	4,579.78	3,730.80	5,812.00	5,719.00	-93.00	-1.60%	5,719.00	0.00	0.00%
53 - PURCHASED SERVICES	5,123.86	2,609.10	5,120.61	3,023.00	3,859.00	836.00	27.65%	3,859.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	9,053.07	16,573.75	10,219.58	15,500.00	14,500.00	-1,000.00	-6.45%	14,500.00	0.00	0.00%
58 - OTHER EXPENDITURES	69,329.57	121,478.14	97,718.43	119,924.91	134,137.00	14,212.09	11.85%	128,637.00	-5,500.00	-4.10%
Total Expense:	141,911.29	204,974.33	162,010.07	197,048.91	212,587.00	15,538.09	7.89%	207,087.00	-5,500.00	-2.59%
Total Department: 41100 - MAYOR & COUNCIL:	-141,014.07	-171,395.54	-149,104.48	-197,048.91	-212,587.00	-15,538.09	7.89%	-207,087.00	5,500.00	-2.59%
Department: 41200 - CABLE COMMISSION										
Revenue										
32 - LICENSES & PERMITS	0.00	0.00	1,870.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	170.00	99.00	77.00	300.00	100.00	-200.00	-66.67%	100.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
36 - MISCELLANEOUS	1,050.00	394.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	1,220.00	493.00	1,947.00	300.00	100.00	-200.00	-66.67%	100.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	132,079.19	150,919.56	133,091.42	150,853.00	162,423.00	11,570.00	7.67%	162,423.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	46,496.82	56,979.31	53,637.05	62,444.00	70,561.00	8,117.00	13.00%	70,109.00	-452.00	-0.64%
53 - PURCHASED SERVICES	4,211.94	7,952.56	5,433.37	12,820.00	13,336.00	516.00	4.02%	13,336.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	9,138.25	6,725.57	5,595.21	7,050.00	8,550.00	1,500.00	21.28%	8,550.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,474.20	1,532.42	1,798.90	1,710.00	1,705.00	-5.00	-0.29%	1,705.00	0.00	0.00%
Total Expense:	193,400.40	224,109.42	199,555.95	234,877.00	256,575.00	21,698.00	9.24%	256,123.00	-452.00	-0.18%
Total Department: 41200 - CABLE COMMISSION:	-192,180.40	-223,616.42	-197,608.95	-234,577.00	-256,475.00	-21,898.00	9.34%	-256,023.00	452.00	-0.18%
Department: 41300 - CITY ADMINISTRATION										
Revenue										
32 - LICENSES & PERMITS	65,990.00	55,600.00	51,920.00	61,640.00	48,245.00	-13,395.00	-21.73%	48,245.00	0.00	0.00%
36 - MISCELLANEOUS	1,000.00	45.00	890.44	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	66,990.00	55,645.00	52,810.44	61,640.00	48,245.00	-13,395.00	-21.73%	48,245.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	365,439.37	401,743.38	370,484.27	419,910.00	447,631.00	27,721.00	6.60%	447,631.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	129,954.25	113,067.04	109,327.99	123,774.00	151,775.00	28,001.00	22.62%	150,849.00	-926.00	-0.61%
53 - PURCHASED SERVICES	55,037.63	22,409.91	28,177.78	62,975.50	76,849.00	13,873.50	22.03%	76,849.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	3,567.34	8,582.20	4,919.70	5,000.00	6,600.00	1,600.00	32.00%	6,600.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,295.74	4,548.44	1,125.18	2,437.00	1,773.00	-664.00	-27.25%	1,773.00	0.00	0.00%
Total Expense:	555,294.33	550,350.97	514,034.92	614,096.50	684,628.00	70,531.50	11.49%	683,702.00	-926.00	-0.14%
Total Department: 41300 - CITY ADMINISTRATION:	-488,304.33	-494,705.97	-461,224.48	-552,456.50	-636,383.00	-83,926.50	15.19%	-635,457.00	926.00	-0.15%
Department: 41400 - FINANCE										
Revenue										
34 - CHARGES FOR SERVICES	760.00	660.00	180.00	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
35 - FINES & FORFEITURES	780.34	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	125.00	48.51	12.94	150.00	150.00	0.00	0.00%	150.00	0.00	0.00%
Total Revenue:	1,665.34	708.51	192.94	650.00	650.00	0.00	0.00%	650.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	285,027.89	278,391.69	249,574.71	291,786.00	306,547.00	14,761.00	5.06%	306,547.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	105,693.98	100,351.12	94,787.69	111,132.00	122,575.00	11,443.00	10.30%	121,600.00	-975.00	-0.80%
53 - PURCHASED SERVICES	46,501.68	76,276.90	33,598.82	60,898.00	113,548.00	52,650.00	86.46%	113,548.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	5,442.02	6,252.52	18,470.83	7,350.00	7,350.00	0.00	0.00%	7,350.00	0.00	0.00%
58 - OTHER EXPENDITURES	524.70	1,420.97	1,546.70	1,300.00	2,160.00	860.00	66.15%	2,160.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Total Expense:	443,190.27	462,693.20	397,978.75	472,466.00	552,180.00	79,714.00	16.87%	551,205.00	-975.00	-0.18%
Total Department: 41400 - FINANCE:	-441,524.93	-461,984.69	-397,785.81	-471,816.00	-551,530.00	-79,714.00	16.90%	-550,555.00	975.00	-0.18%
Department: 41500 - ASSESSING										
Revenue										
34 - CHARGES FOR SERVICES	93.50	310.00	357.22	100.00	0.00	-100.00	-100.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	125.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	218.50	310.00	357.22	100.00	0.00	-100.00	-100.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	234,538.91	247,532.79	217,246.52	252,284.00	263,876.00	11,592.00	4.59%	262,085.00	-1,791.00	-0.68%
52 - EMPLOYEE BENEFITS	100,631.42	96,413.94	89,326.44	101,810.00	116,577.00	14,767.00	14.50%	112,217.00	-4,360.00	-3.74%
53 - PURCHASED SERVICES	12,529.93	26,596.38	13,145.30	21,469.00	17,236.00	-4,233.00	-19.72%	17,236.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	731.64	1,379.36	984.94	1,700.00	2,200.00	500.00	29.41%	2,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,300.40	2,179.83	1,582.80	1,585.00	1,830.00	245.00	15.46%	1,830.00	0.00	0.00%
Total Expense:	349,732.30	374,102.30	322,286.00	378,848.00	401,719.00	22,871.00	6.04%	395,568.00	-6,151.00	-1.53%
Total Department: 41500 - ASSESSING:	-349,513.80	-373,792.30	-321,928.78	-378,748.00	-401,719.00	-22,971.00	6.06%	-395,568.00	6,151.00	-1.53%
Department: 41600 - LEGAL										
Expense										
53 - PURCHASED SERVICES	130,682.60	141,109.61	167,960.03	136,614.00	190,597.00	53,983.00	39.51%	175,597.00	-15,000.00	-7.87%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	27.87	127.87	0.00	300.00	0.00	-300.00	-100.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	430.00	780.00	0.00	780.00	0.00	-780.00	-100.00%	0.00	0.00	0.00%
Total Expense:	131,140.47	142,017.48	167,960.03	137,694.00	190,597.00	52,903.00	38.42%	175,597.00	-15,000.00	-7.87%
Total Department: 41600 - LEGAL:	131,140.47	142,017.48	167,960.03	137,694.00	190,597.00	52,903.00	38.42%	175,597.00	-15,000.00	-7.87%
Department: 41700 - BUILDING MAINTENANCE										
Revenue										
34 - CHARGES FOR SERVICES	29,914.69	74,614.17	29,564.74	42,000.00	52,860.00	10,860.00	25.86%	52,860.00	0.00	0.00%
Total Revenue:	29,914.69	74,614.17	29,564.74	42,000.00	52,860.00	10,860.00	25.86%	52,860.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	135,420.13	169,465.78	126,646.28	176,214.00	185,308.00	9,094.00	5.16%	185,308.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	53,452.13	69,247.54	61,057.46	76,126.00	95,300.00	19,174.00	25.19%	95,864.00	564.00	0.59%
53 - PURCHASED SERVICES	23,352.95	43,876.35	37,853.31	40,706.40	50,047.00	9,340.60	22.95%	50,047.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	12,719.46	13,041.60	10,193.21	9,650.00	9,850.00	200.00	2.07%	9,850.00	0.00	0.00%
58 - OTHER EXPENDITURES	110.00	158.25	39.00	169.00	220.00	51.00	30.18%	220.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	6,635.00	9,790.00	10,680.00	19,900.00	9,220.00	86.33%	19,900.00	0.00	0.00%
Total Expense:	225,054.67	302,424.52	245,579.26	313,545.40	360,625.00	47,079.60	15.02%	361,189.00	564.00	0.16%
Total Department: 41700 - BUILDING MAINTENANCE:	-195,139.98	-227,810.35	-216,014.52	-271,545.40	-307,765.00	-36,219.60	13.34%	-308,329.00	-564.00	0.18%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Department: 41750 - ADULT COMMUNITY CENTER										
Revenue										
33 - INTERGOVERNMENTAL	7,397.12	8,808.71	12,383.21	3,500.00	7,500.00	4,000.00	114.29%	7,500.00	0.00	0.00%
34 - CHARGES FOR SERVICES	8,560.92	15,105.28	15,281.47	13,000.00	11,100.00	-1,900.00	-14.62%	11,100.00	0.00	0.00%
36 - MISCELLANEOUS	0.00	75.00	3,085.40	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	15,958.04	23,988.99	30,750.08	16,500.00	18,600.00	2,100.00	12.73%	18,600.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	96,937.52	155,901.13	78,920.27	91,643.00	100,280.00	8,637.00	9.42%	100,280.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	37,555.09	33,777.88	31,444.88	36,871.00	41,053.00	4,182.00	11.34%	40,877.00	-176.00	-0.43%
53 - PURCHASED SERVICES	15,829.90	21,949.07	25,327.32	25,102.20	62,717.00	37,614.80	149.85%	62,717.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	4,422.68	7,116.94	11,174.76	9,300.00	7,000.00	-2,300.00	-24.73%	7,000.00	0.00	0.00%
58 - OTHER EXPENDITURES	330.72	495.60	1,750.00	450.00	1,200.00	750.00	166.67%	1,200.00	0.00	0.00%
Total Expense:	155,075.91	219,240.62	148,617.23	163,366.20	212,250.00	48,883.80	29.92%	212,074.00	-176.00	-0.08%
Total Department: 41750 - ADULT COMMUNITY CENTER:	-139,117.87	-195,251.63	-117,867.15	-146,866.20	-193,650.00	-46,783.80	31.85%	-193,474.00	176.00	-0.09%
Department: 41800 - INFORMATION TECHNOLOGY										
Revenue										
34 - CHARGES FOR SERVICES	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	0.00	0.00%	7,000.00	0.00	0.00%
36 - MISCELLANEOUS	2,805.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	9,805.00	7,000.00	7,000.00	7,000.00	7,000.00	0.00	0.00%	7,000.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	64,041.41	82,606.90	82,273.66	96,600.00	82,980.00	-13,620.00	-14.10%	82,980.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	19,379.20	39,529.78	28,999.03	29,421.00	27,475.00	-1,946.00	-6.61%	27,475.00	0.00	0.00%
58 - OTHER EXPENDITURES	40,201.87	53,828.41	54,527.32	40,460.00	55,510.00	15,050.00	37.20%	55,510.00	0.00	0.00%
Total Expense:	123,622.48	175,965.09	165,800.01	166,481.00	165,965.00	-516.00	-0.31%	165,965.00	0.00	0.00%
Total Department: 41800 - INFORMATION TECHNOLOGY:	-113,817.48	-168,965.09	-158,800.01	-159,481.00	-158,965.00	516.00	-0.32%	-158,965.00	0.00	0.00%
Department: 42100 - POLICE ADMINISTRATION										
Revenue										
33 - INTERGOVERNMENTAL	240,784.28	259,482.29	268,129.63	251,500.00	250,500.00	-1,000.00	-0.40%	250,500.00	0.00	0.00%
34 - CHARGES FOR SERVICES	40,532.12	102,011.27	44,494.87	65,400.00	65,400.00	0.00	0.00%	65,400.00	0.00	0.00%
35 - FINES & FORFEITURES	70,032.30	94,048.19	88,509.70	110,500.00	112,000.00	1,500.00	1.36%	112,000.00	0.00	0.00%
36 - MISCELLANEOUS	118,143.47	137,844.91	116,307.96	102,000.00	120,000.00	18,000.00	17.65%	120,000.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	160,000.08	160,000.08	146,666.74	160,000.00	160,000.00	0.00	0.00%	160,000.00	0.00	0.00%
Total Revenue:	629,492.25	753,386.74	664,108.90	689,400.00	707,900.00	18,500.00	2.68%	707,900.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	2,039,324.04	2,306,958.60	1,858,494.19	2,283,969.00	2,362,172.00	78,203.00	3.42%	2,362,172.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	908,626.43	944,014.87	752,486.43	976,667.00	984,510.00	7,843.00	0.80%	989,492.00	4,982.00	0.51%
53 - PURCHASED SERVICES	281,697.42	258,452.27	231,699.76	339,711.00	340,326.00	615.00	0.18%	340,326.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)	2024 FINAL	Increase / (Decrease)		
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	79,599.86	84,372.36	91,824.17	97,369.00	105,900.00	8,531.00	8.76%	105,900.00	0.00	0.00%
58 - OTHER EXPENDITURES	54,328.01	45,431.19	52,380.76	53,217.00	62,780.00	9,563.00	17.97%	62,780.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	14,344.00	27,632.00	30,150.00	33,430.00	3,280.00	10.88%	33,430.00	0.00	0.00%
Total Expense:	3,363,575.76	3,653,573.29	3,014,517.31	3,781,083.00	3,889,118.00	108,035.00	2.86%	3,894,100.00	4,982.00	0.13%
Total Department: 42100 - POLICE ADMINISTRATION:	-2,734,083.51	-2,900,186.55	-2,350,408.41	-3,091,683.00	-3,181,218.00	-89,535.00	2.90%	-3,186,200.00	-4,982.00	0.16%
Department: 42200 - CHEMICAL ASSESSMENT TEAM										
Revenue										
33 - INTERGOVERNMENTAL	85,804.65	56,214.67	48,411.33	60,000.00	80,000.00	20,000.00	33.33%	80,000.00	0.00	0.00%
Total Revenue:	85,804.65	56,214.67	48,411.33	60,000.00	80,000.00	20,000.00	33.33%	80,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	38,869.11	27,351.30	30,836.17	25,000.00	28,000.00	3,000.00	12.00%	28,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	1,573.61	11,784.06	964.04	2,252.00	932.00	-1,320.00	-58.61%	1,040.00	108.00	11.59%
53 - PURCHASED SERVICES	41,653.34	15,716.40	29,832.59	19,239.00	16,015.00	-3,224.00	-16.76%	16,015.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	10,075.26	5,552.18	17,430.06	13,389.00	34,873.00	21,484.00	160.46%	34,765.00	-108.00	-0.31%
58 - OTHER EXPENDITURES	162.00	330.00	180.00	120.00	180.00	60.00	50.00%	180.00	0.00	0.00%
Total Expense:	92,333.32	60,733.94	79,242.86	60,000.00	80,000.00	20,000.00	33.33%	80,000.00	0.00	0.00%
Total Department: 42200 - CHEMICAL ASSESSMENT TEAM:	-6,528.67	-4,519.27	-30,831.53	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Department: 42300 - EMERGENCY MANAGEMENT SYSTEMS										
Expense										
53 - PURCHASED SERVICES	7,820.17	10,560.74	9,326.56	19,424.00	19,424.00	0.00	0.00%	19,424.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	500.00	0.00	731.26	145.00	145.00	0.00	0.00%	145.00	0.00	0.00%
Total Expense:	8,320.17	10,560.74	10,057.82	19,569.00	19,569.00	0.00	0.00%	19,569.00	0.00	0.00%
Total Department: 42300 - EMERGENCY MANAGEMENT SYST...	8,320.17	10,560.74	10,057.82	19,569.00	19,569.00	0.00	0.00%	19,569.00	0.00	0.00%
Department: 42400 - FIRE SERVICES										
Revenue										
33 - INTERGOVERNMENTAL	136,119.54	145,290.77	159,093.39	114,000.00	119,000.00	5,000.00	4.39%	119,000.00	0.00	0.00%
34 - CHARGES FOR SERVICES	126,830.99	110,480.21	126,432.98	135,630.00	135,000.00	-630.00	-0.46%	135,000.00	0.00	0.00%
36 - MISCELLANEOUS	24,425.96	10,727.07	19,214.99	2,000.00	0.00	-2,000.00	-100.00%	0.00	0.00	0.00%
Total Revenue:	287,376.49	266,498.05	304,741.36	251,630.00	254,000.00	2,370.00	0.94%	254,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	211,487.40	250,787.75	239,677.42	230,000.00	250,000.00	20,000.00	8.70%	250,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	18,989.23	27,762.47	5,179.00	20,538.00	3,053.00	-17,485.00	-85.13%	3,928.00	875.00	28.66%
53 - PURCHASED SERVICES	250,838.77	282,801.27	240,549.58	261,300.70	284,028.00	22,727.30	8.70%	284,028.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	74,358.31	65,351.38	49,261.53	68,000.00	68,000.00	0.00	0.00%	68,000.00	0.00	0.00%
58 - OTHER EXPENDITURES	125,241.77	134,758.07	151,666.24	113,100.00	124,477.00	11,377.00	10.06%	124,477.00	0.00	0.00%

Budget Comparison Report

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				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Total Expense:	680,915.48	761,460.94	686,333.77	692,938.70	729,558.00	36,619.30	5.28%	730,433.00	875.00	0.12%
Total Department: 42400 - FIRE SERVICES:	-393,538.99	-494,962.89	-381,592.41	-441,308.70	-475,558.00	-34,249.30	7.76%	-476,433.00	-875.00	0.18%
Department: 42500 - ANIMAL IMPOUNDMENT										
Revenue										
35 - FINES & FORFEITURES	2,435.62	1,590.00	2,128.00	2,400.00	2,400.00	0.00	0.00%	2,400.00	0.00	0.00%
Total Revenue:	2,435.62	1,590.00	2,128.00	2,400.00	2,400.00	0.00	0.00%	2,400.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	20,099.12	20,422.22	17,859.60	22,760.00	22,012.00	-748.00	-3.29%	22,012.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	10,168.28	8,672.74	6,897.88	11,853.00	11,709.00	-144.00	-1.21%	11,691.00	-18.00	-0.15%
53 - PURCHASED SERVICES	4,139.91	4,919.06	5,022.05	9,020.82	9,655.00	634.18	7.03%	9,655.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	441.07	320.13	1,745.71	1,200.00	1,550.00	350.00	29.17%	1,550.00	0.00	0.00%
Total Expense:	34,848.38	34,334.15	31,525.24	44,833.82	44,926.00	92.18	0.21%	44,908.00	-18.00	-0.04%
Total Department: 42500 - ANIMAL IMPOUNDMENT:	-32,412.76	-32,744.15	-29,397.24	-42,433.82	-42,526.00	-92.18	0.22%	-42,508.00	18.00	-0.04%
Department: 43100 - ENGINEERING										
Revenue										
32 - LICENSES & PERMITS	55,250.00	70,380.00	68,210.00	47,000.00	51,500.00	4,500.00	9.57%	51,500.00	0.00	0.00%
33 - INTERGOVERNMENTAL	9,200.00	6,422.09	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	405,123.29	614,920.32	188,565.77	745,000.00	725,000.00	-20,000.00	-2.68%	725,000.00	0.00	0.00%
36 - MISCELLANEOUS	0.00	19,323.83	75.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	469,573.29	711,046.24	256,850.77	792,000.00	776,500.00	-15,500.00	-1.96%	776,500.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	547,431.64	564,832.99	497,161.56	616,722.00	645,933.00	29,211.00	4.74%	645,933.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	216,716.81	201,734.65	182,906.73	206,407.00	250,108.00	43,701.00	21.17%	251,716.00	1,608.00	0.64%
53 - PURCHASED SERVICES	43,083.51	34,008.49	109,067.21	60,401.00	26,426.00	-33,975.00	-56.25%	26,426.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	30,557.30	27,487.53	19,285.74	31,500.00	42,395.00	10,895.00	34.59%	42,395.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,447.50	1,476.97	24,998.52	1,300.00	2,200.00	900.00	69.23%	2,200.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	6,228.00	6,600.00	7,200.00	16,950.00	9,750.00	135.42%	16,950.00	0.00	0.00%
Total Expense:	839,236.76	835,768.63	840,019.76	923,530.00	984,012.00	60,482.00	6.55%	985,620.00	1,608.00	0.16%
Total Department: 43100 - ENGINEERING:	-369,663.47	-124,722.39	-583,168.99	-131,530.00	-207,512.00	-75,982.00	57.77%	-209,120.00	-1,608.00	0.77%
Department: 43200 - COMMUNITY PLANNING										
Revenue										
32 - LICENSES & PERMITS	276,966.20	201,821.16	245,585.31	272,600.00	260,900.00	-11,700.00	-4.29%	260,900.00	0.00	0.00%
34 - CHARGES FOR SERVICES	631.35	157.75	417.80	0.00	100.00	100.00	0.00%	100.00	0.00	0.00%
36 - MISCELLANEOUS	0.00	4.53	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	277,597.55	201,983.44	246,003.11	272,600.00	261,000.00	-11,600.00	-4.26%	261,000.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Expense										
51 - SALARIES & WAGES	325,835.73	348,290.80	312,584.46	360,222.00	367,276.00	7,054.00	1.96%	367,276.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	137,914.57	134,418.56	121,823.32	147,412.00	145,408.00	-2,004.00	-1.36%	146,362.00	954.00	0.66%
53 - PURCHASED SERVICES	4,710.88	4,967.29	4,732.48	11,949.00	11,131.00	-818.00	-6.85%	11,131.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	9,812.86	17,630.67	16,501.45	19,300.00	20,500.00	1,200.00	6.22%	20,500.00	0.00	0.00%
58 - OTHER EXPENDITURES	24,681.40	30,605.50	18,935.03	15,100.00	27,600.00	12,500.00	82.78%	27,600.00	0.00	0.00%
Total Expense:	502,955.44	535,912.82	474,576.74	553,983.00	571,915.00	17,932.00	3.24%	572,869.00	954.00	0.17%
Total Department: 43200 - COMMUNITY PLANNING:	-225,357.89	-333,929.38	-228,573.63	-281,383.00	-310,915.00	-29,532.00	10.50%	-311,869.00	-954.00	0.31%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
33 - INTERGOVERNMENTAL	37,141.38	41,787.79	42,293.36	37,675.00	43,160.00	5,485.00	14.56%	43,160.00	0.00	0.00%
34 - CHARGES FOR SERVICES	0.00	1,298.75	750.00	6,000.00	0.00	-6,000.00	-100.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	37,640.47	141,984.89	33,778.69	30,000.00	30,000.00	0.00	0.00%	30,000.00	0.00	0.00%
Total Revenue:	74,781.85	185,071.43	76,822.05	73,675.00	73,160.00	-515.00	-0.70%	73,160.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	585,019.89	617,148.80	528,392.75	623,394.00	695,856.00	72,462.00	11.62%	675,375.00	-20,481.00	-2.94%
52 - EMPLOYEE BENEFITS	266,880.57	249,960.64	241,913.03	284,877.00	346,122.00	61,245.00	21.50%	343,319.00	-2,803.00	-0.81%
53 - PURCHASED SERVICES	412,624.59	573,007.15	485,627.97	513,592.00	532,545.00	18,953.00	3.69%	532,545.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	64,114.23	95,969.29	93,305.51	72,100.00	84,200.00	12,100.00	16.78%	84,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,338.51	580.72	2,110.00	650.00	995.00	345.00	53.08%	995.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	4,866.00	17,952.00	19,590.00	42,860.00	23,270.00	118.79%	42,860.00	0.00	0.00%
Total Expense:	1,329,977.79	1,541,532.60	1,369,301.26	1,514,203.00	1,702,578.00	188,375.00	12.44%	1,679,294.00	-23,284.00	-1.37%
Total Department: 43300 - STREET ADMINISTRATION:	-1,255,195.94	-1,356,461.17	-1,292,479.21	-1,440,528.00	-1,629,418.00	-188,890.00	13.11%	-1,606,134.00	23,284.00	-1.43%
Department: 43302 - STREET LIGHTING										
Expense										
53 - PURCHASED SERVICES	277,315.56	277,315.56	231,267.90	277,522.00	277,522.00	0.00	0.00%	277,522.00	0.00	0.00%
Total Expense:	277,315.56	277,315.56	231,267.90	277,522.00	277,522.00	0.00	0.00%	277,522.00	0.00	0.00%
Total Department: 43302 - STREET LIGHTING:	277,315.56	277,315.56	231,267.90	277,522.00	277,522.00	0.00	0.00%	277,522.00	0.00	0.00%
Department: 43400 - AIRPORT										
Revenue										
33 - INTERGOVERNMENTAL	191,649.93	186,125.40	232,528.67	678,107.00	91,027.00	-587,080.00	-86.58%	91,027.00	0.00	0.00%
34 - CHARGES FOR SERVICES	166,980.58	175,859.00	168,604.00	167,354.00	183,180.00	15,826.00	9.46%	200,348.00	17,168.00	9.37%
36 - MISCELLANEOUS	220.82	60.27	12,587.46	100.00	5,225.00	5,125.00	5,125.00%	5,225.00	0.00	0.00%
Total Revenue:	358,851.33	362,044.67	413,720.13	845,561.00	279,432.00	-566,129.00	-66.95%	296,600.00	17,168.00	6.14%
Expense										
51 - SALARIES & WAGES	201,792.60	239,405.94	202,321.06	225,840.00	236,091.00	10,251.00	4.54%	236,091.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	88,057.02	95,014.30	83,410.00	100,542.00	106,706.00	6,164.00	6.13%	108,600.00	1,894.00	1.77%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
53 - PURCHASED SERVICES	230,311.64	329,222.01	357,546.29	887,845.72	275,085.00	-612,760.72	-69.02%	275,085.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	39,291.68	66,577.05	55,926.12	49,325.00	58,325.00	9,000.00	18.25%	58,325.00	0.00	0.00%
58 - OTHER EXPENDITURES	7,685.44	8,472.80	7,833.00	8,960.00	8,845.00	-115.00	-1.28%	8,845.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	13,060.00	14,300.00	15,600.00	32,380.00	16,780.00	107.56%	32,380.00	0.00	0.00%
Total Expense:	567,138.38	751,752.10	721,336.47	1,288,112.72	717,432.00	-570,680.72	-44.30%	719,326.00	1,894.00	0.26%
Total Department: 43400 - AIRPORT:	-208,287.05	-389,707.43	-307,616.34	-442,551.72	-438,000.00	4,551.72	-1.03%	-422,726.00	15,274.00	-3.49%
Department: 45100 - COMMUNITY SERVICE ADMIN										
Revenue										
33 - INTERGOVERNMENTAL	84,781.70	84,514.06	84,514.06	86,500.00	86,500.00	0.00	0.00%	86,500.00	0.00	0.00%
34 - CHARGES FOR SERVICES	3,496.13	3,262.50	1,379.00	5,000.00	1,000.00	-4,000.00	-80.00%	1,000.00	0.00	0.00%
36 - MISCELLANEOUS	1,060.00	1,839.00	552.00	2,500.00	2,500.00	0.00	0.00%	2,500.00	0.00	0.00%
Total Revenue:	89,337.83	89,615.56	86,445.06	94,000.00	90,000.00	-4,000.00	-4.26%	90,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	252,379.27	253,832.37	107,475.03	226,680.00	127,825.00	-98,855.00	-43.61%	127,825.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	78,338.92	66,690.43	50,385.16	79,336.00	52,111.00	-27,225.00	-34.32%	48,242.00	-3,869.00	-7.42%
53 - PURCHASED SERVICES	7,063.82	23,139.32	9,246.72	18,817.00	36,964.00	18,147.00	96.44%	36,964.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	19,610.78	21,104.09	41,054.76	26,700.00	37,200.00	10,500.00	39.33%	37,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	11,053.54	11,767.49	9,548.25	13,750.00	18,290.00	4,540.00	33.02%	18,290.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	4,337.00	2,750.00	3,000.00	0.00	-3,000.00	-100.00%	0.00	0.00	0.00%
Total Expense:	368,446.33	380,870.70	220,459.92	368,283.00	272,390.00	-95,893.00	-26.04%	268,521.00	-3,869.00	-1.42%
Total Department: 45100 - COMMUNITY SERVICE ADMIN:	-279,108.50	-291,255.14	-134,014.86	-274,283.00	-182,390.00	91,893.00	-33.50%	-178,521.00	3,869.00	-2.12%
Department: 45150 - AFTER SCHOOL PROGRAMS										
Revenue										
33 - INTERGOVERNMENTAL	0.00	17,600.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	17,600.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	4,299.67	6,212.45	0.00	8,000.00	10,000.00	2,000.00	25.00%	10,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	659.97	700.60	283.00	1,606.00	1,741.00	135.00	8.41%	1,923.00	182.00	10.45%
53 - PURCHASED SERVICES	17,000.00	8,500.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	2,498.12	17,645.65	0.00	4,000.00	2,000.00	-2,000.00	-50.00%	2,000.00	0.00	0.00%
Total Expense:	24,457.76	33,058.70	283.00	13,606.00	13,741.00	135.00	0.99%	13,923.00	182.00	1.32%
Total Department: 45150 - AFTER SCHOOL PROGRAMS:	-24,457.76	-15,458.70	-283.00	-13,606.00	-13,741.00	-135.00	0.99%	-13,923.00	-182.00	1.32%
Department: 45200 - PARKS										
Revenue										
33 - INTERGOVERNMENTAL	0.00	93,390.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	7,760.50	27,953.73	33,053.65	26,500.00	24,000.00	-2,500.00	-9.43%	24,000.00	0.00	0.00%
36 - MISCELLANEOUS	39,196.21	41,640.75	109,544.45	20,000.00	35,000.00	15,000.00	75.00%	35,000.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Total Revenue:	46,956.71	162,984.48	142,598.10	46,500.00	59,000.00	12,500.00	26.88%	59,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	345,581.85	354,555.66	335,760.30	389,062.00	407,487.00	18,425.00	4.74%	407,487.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	98,406.70	118,510.18	117,580.15	141,048.00	146,975.00	5,927.00	4.20%	151,294.00	4,319.00	2.94%
53 - PURCHASED SERVICES	269,323.44	377,675.12	251,183.59	335,739.90	319,305.00	-16,434.90	-4.90%	319,305.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	97,488.89	92,770.58	99,934.66	105,700.00	113,900.00	8,200.00	7.76%	113,900.00	0.00	0.00%
55 - CAPITAL	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	4,186.10	4,924.50	5,928.32	2,500.00	4,585.00	2,085.00	83.40%	4,585.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	4,302.00	9,625.00	10,500.00	26,880.00	16,380.00	156.00%	26,880.00	0.00	0.00%
Total Expense:	814,986.98	952,738.04	830,012.02	984,549.90	1,019,132.00	34,582.10	3.51%	1,023,451.00	4,319.00	0.42%
Total Department: 45200 - PARKS:	-768,030.27	-789,753.56	-687,413.92	-938,049.90	-960,132.00	-22,082.10	2.35%	-964,451.00	-4,319.00	0.45%
Department: 45300 - AQUATIC CENTER										
Revenue										
34 - CHARGES FOR SERVICES	92,500.20	95,742.35	125,206.75	111,000.00	114,000.00	3,000.00	2.70%	114,000.00	0.00	0.00%
36 - MISCELLANEOUS	1,432.48	568.86	1,566.42	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	93,932.68	96,311.21	126,773.17	111,000.00	114,000.00	3,000.00	2.70%	114,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	80,094.66	79,473.29	97,036.92	90,000.00	90,000.00	0.00	0.00%	90,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	8,273.59	9,804.10	10,827.50	11,345.00	9,490.00	-1,855.00	-16.35%	10,246.00	756.00	7.97%
53 - PURCHASED SERVICES	69,585.35	67,738.91	62,522.81	78,042.85	69,712.00	-8,330.85	-10.67%	69,712.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	59,384.67	51,754.96	64,341.99	66,840.00	73,000.00	6,160.00	9.22%	73,000.00	0.00	0.00%
58 - OTHER EXPENDITURES	2,816.79	1,823.49	1,531.50	2,000.00	2,145.00	145.00	7.25%	2,145.00	0.00	0.00%
Total Expense:	220,155.06	210,594.75	236,260.72	248,227.85	244,347.00	-3,880.85	-1.56%	245,103.00	756.00	0.31%
Total Department: 45300 - AQUATIC CENTER:	-126,222.38	-114,283.54	-109,487.55	-137,227.85	-130,347.00	6,880.85	-5.01%	-131,103.00	-756.00	0.58%
Department: 45400 - BAND										
Revenue										
33 - INTERGOVERNMENTAL	0.00	4,309.08	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	0.00	2,375.00	0.00	1,000.00	0.00	-1,000.00	-100.00%	0.00	0.00	0.00%
Total Revenue:	0.00	6,684.08	0.00	1,000.00	0.00	-1,000.00	-100.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	0.00	7,543.50	3,600.00	6,000.00	4,000.00	-2,000.00	-33.33%	4,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	-4.00	765.49	457.40	692.00	446.00	-246.00	-35.55%	487.00	41.00	9.19%
53 - PURCHASED SERVICES	16.00	12.00	9.00	12.00	13.00	1.00	8.33%	13.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	288.17	1,507.93	700.00	2,000.00	1,300.00	185.71%	2,000.00	0.00	0.00%
Total Expense:	12.00	8,609.16	5,574.33	7,404.00	6,459.00	-945.00	-12.76%	6,500.00	41.00	0.63%
Total Department: 45400 - BAND:	-12.00	-1,925.08	-5,574.33	-6,404.00	-6,459.00	-55.00	0.86%	-6,500.00	-41.00	0.63%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Department: 45500 - LIBRARY										
Expense										
58 - OTHER EXPENDITURES	669,799.00	696,559.00	660,572.00	720,625.00	751,677.00	31,052.00	4.31%	746,180.00	-5,497.00	-0.73%
Total Expense:	669,799.00	696,559.00	660,572.00	720,625.00	751,677.00	31,052.00	4.31%	746,180.00	-5,497.00	-0.73%
Total Department: 45500 - LIBRARY:	669,799.00	696,559.00	660,572.00	720,625.00	751,677.00	31,052.00	4.31%	746,180.00	-5,497.00	-0.73%
Department: 45600 - COMMUNITY EDUCATION										
Revenue										
34 - CHARGES FOR SERVICES	46,278.00	41,718.75	34,462.00	95,000.00	50,000.00	-45,000.00	-47.37%	50,000.00	0.00	0.00%
36 - MISCELLANEOUS	450.00	1,050.00	0.00	1,000.00	0.00	-1,000.00	-100.00%	0.00	0.00	0.00%
Total Revenue:	46,728.00	42,768.75	34,462.00	96,000.00	50,000.00	-46,000.00	-47.92%	50,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	75,118.19	81,254.44	79,477.73	97,990.00	110,164.00	12,174.00	12.42%	110,164.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	14,514.43	17,210.46	18,719.22	21,598.00	42,700.00	21,102.00	97.70%	44,066.00	1,366.00	3.20%
53 - PURCHASED SERVICES	4,788.69	12,337.10	14,301.04	19,120.00	19,700.00	580.00	3.03%	19,700.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	19,234.55	18,125.30	18,652.51	19,160.00	5,100.00	-14,060.00	-73.38%	5,100.00	0.00	0.00%
58 - OTHER EXPENDITURES	230.96	120.00	125.00	1,000.00	930.00	-70.00	-7.00%	930.00	0.00	0.00%
Total Expense:	113,886.82	129,047.30	131,275.50	158,868.00	178,594.00	19,726.00	12.42%	179,960.00	1,366.00	0.76%
Total Department: 45600 - COMMUNITY EDUCATION:	-67,158.82	-86,278.55	-96,813.50	-62,868.00	-128,594.00	-65,726.00	104.55%	-129,960.00	-1,366.00	1.06%
Department: 45700 - RECREATION										
Revenue										
34 - CHARGES FOR SERVICES	223,507.52	260,028.73	238,624.17	200,000.00	245,000.00	45,000.00	22.50%	245,000.00	0.00	0.00%
36 - MISCELLANEOUS	5,000.00	684.40	15,301.64	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
Total Revenue:	228,507.52	260,713.13	253,925.81	202,000.00	247,000.00	45,000.00	22.28%	247,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	128,912.49	165,630.37	167,218.21	145,244.00	158,305.00	13,061.00	8.99%	158,305.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	19,700.18	25,881.50	28,748.06	30,605.00	29,678.00	-927.00	-3.03%	31,672.00	1,994.00	6.72%
53 - PURCHASED SERVICES	30,297.10	39,893.87	45,042.50	26,120.00	42,700.00	16,580.00	63.48%	42,700.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	33,940.03	39,041.85	35,319.83	38,000.00	39,000.00	1,000.00	2.63%	39,000.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,038.17	213.62	2,836.15	1,250.00	1,265.00	15.00	1.20%	1,265.00	0.00	0.00%
Total Expense:	213,887.97	270,661.21	279,164.75	241,219.00	270,948.00	29,729.00	12.32%	272,942.00	1,994.00	0.74%
Total Department: 45700 - RECREATION:	14,619.55	-9,948.08	-25,238.94	-39,219.00	-23,948.00	15,271.00	-38.94%	-25,942.00	-1,994.00	8.33%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	300,000.00	375,000.00	366,663.00	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%
Total Revenue:	300,000.00	375,000.00	366,663.00	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Expense										
59 - OTHER FINANCING USES	250,000.00	68,744.63	51,255.37	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	250,000.00	68,744.63	51,255.37	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	50,000.00	306,255.37	315,407.63	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%
Total Fund: 101 - GENERAL FUND:	-451,603.35	-503,533.17	-2,614,329.86	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Fund: 208 - EDA ADMINISTRATION										
Department: 46300 - ECONOMIC DEVELOPMENT AUTHORITY										
Revenue										
31 - TAXES	138,312.47	149,968.22	93,058.77	173,486.00	173,486.00	0.00	0.00%	173,486.00	0.00	0.00%
34 - CHARGES FOR SERVICES	2,750.00	1,600.00	1,800.00	2,500.00	2,500.00	0.00	0.00%	2,500.00	0.00	0.00%
36 - MISCELLANEOUS	5,729.26	-28,395.86	31,294.00	720.00	13,718.00	12,998.00	1,805.28%	18,584.00	4,866.00	35.47%
Total Revenue:	146,791.73	123,172.36	126,152.77	176,706.00	189,704.00	12,998.00	7.36%	194,570.00	4,866.00	2.57%
Expense										
51 - SALARIES & WAGES	74,636.09	104,529.80	92,869.66	107,657.00	114,124.00	6,467.00	6.01%	114,124.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	32,863.74	34,500.05	36,854.02	40,887.00	47,504.00	6,617.00	16.18%	47,870.00	366.00	0.77%
53 - PURCHASED SERVICES	32,209.30	9,438.22	7,517.59	17,962.00	17,776.00	-186.00	-1.04%	22,276.00	4,500.00	25.32%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	432.66	667.58	498.38	400.00	500.00	100.00	25.00%	500.00	0.00	0.00%
58 - OTHER EXPENDITURES	8,874.03	8,518.00	5,348.00	9,800.00	9,800.00	0.00	0.00%	9,800.00	0.00	0.00%
Total Expense:	149,015.82	157,653.65	143,087.65	176,706.00	189,704.00	12,998.00	7.36%	194,570.00	4,866.00	2.57%
Total Department: 46300 - ECONOMIC DEVELOPMENT AUTH...	-2,224.09	-34,481.29	-16,934.88	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Fund: 208 - EDA ADMINISTRATION:	-2,224.09	-34,481.29	-16,934.88	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Fund: 258 - ASC ARENA										
Department: 45900 - AMATEUR SPORTS CENTER										
Revenue										
34 - CHARGES FOR SERVICES	177,793.55	216,883.75	222,428.65	185,700.00	209,400.00	23,700.00	12.76%	209,400.00	0.00	0.00%
36 - MISCELLANEOUS	73,257.54	4,636.37	7,978.19	1,290.00	3,040.00	1,750.00	135.66%	3,040.00	0.00	0.00%
Total Revenue:	251,051.09	221,520.12	230,406.84	186,990.00	212,440.00	25,450.00	13.61%	212,440.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	235,751.47	273,507.20	234,727.35	287,905.00	299,164.00	11,259.00	3.91%	299,164.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	98,199.38	101,432.14	92,009.96	110,292.00	119,258.00	8,966.00	8.13%	119,828.00	570.00	0.48%
53 - PURCHASED SERVICES	315,127.69	392,848.27	307,911.84	380,204.00	390,785.00	10,581.00	2.78%	390,785.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	29,178.64	31,467.64	24,075.57	51,250.00	46,600.00	-4,650.00	-9.07%	46,600.00	0.00	0.00%
58 - OTHER EXPENDITURES	636.29	1,483.25	1,733.05	875.00	775.00	-100.00	-11.43%	775.00	0.00	0.00%
Total Expense:	678,893.47	800,738.50	660,457.77	830,526.00	856,582.00	26,056.00	3.14%	857,152.00	570.00	0.07%
Total Department: 45900 - AMATEUR SPORTS CENTER:	-427,842.38	-579,218.38	-430,050.93	-643,536.00	-644,142.00	-606.00	0.09%	-644,712.00	-570.00	0.09%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	605,000.00	608,850.00	589,413.00	643,000.00	644,142.00	1,142.00	0.18%	644,712.00	570.00	0.09%
Total Revenue:	605,000.00	608,850.00	589,413.00	643,000.00	644,142.00	1,142.00	0.18%	644,712.00	570.00	0.09%
Total Department: 49900 - TRANSFERS:	605,000.00	608,850.00	589,413.00	643,000.00	644,142.00	1,142.00	0.18%	644,712.00	570.00	0.09%
Total Fund: 258 - ASC ARENA:	177,157.62	29,631.62	159,362.07	-536.00	0.00	536.00	-100.00%	0.00	0.00	0.00%
Fund: 270 - MERIT										
Department: 42600 - MERIT OPERATIONS										
Revenue										
33 - INTERGOVERNMENTAL	750.00	2,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	57,859.15	43,832.70	30,052.13	51,500.00	37,000.00	-14,500.00	-28.16%	41,533.00	4,533.00	12.25%
36 - MISCELLANEOUS	6,577.81	5,163.78	3,865.66	2,282.00	2,149.00	-133.00	-5.83%	2,149.00	0.00	0.00%
Total Revenue:	65,186.96	50,996.48	33,917.79	53,782.00	39,149.00	-14,633.00	-27.21%	43,682.00	4,533.00	11.58%
Expense										
51 - SALARIES & WAGES	73,123.00	78,178.13	53,622.24	81,024.00	81,835.00	811.00	1.00%	68,179.00	-13,656.00	-16.69%
52 - EMPLOYEE BENEFITS	33,668.78	32,485.39	24,602.30	34,462.00	37,813.00	3,351.00	9.72%	35,386.00	-2,427.00	-6.42%
53 - PURCHASED SERVICES	74,970.22	82,723.28	56,296.36	97,765.00	93,045.00	-4,720.00	-4.83%	93,045.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	7,014.98	5,246.65	5,665.25	9,300.00	11,300.00	2,000.00	21.51%	11,300.00	0.00	0.00%
55 - CAPITAL	0.00	8,039.21	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	28.17	2,171.59	1,864.17	2,731.00	2,030.00	-701.00	-25.67%	2,030.00	0.00	0.00%
Total Expense:	188,805.15	208,844.25	142,050.32	225,282.00	226,023.00	741.00	0.33%	209,940.00	-16,083.00	-7.12%
Total Department: 42600 - MERIT OPERATIONS:	-123,618.19	-157,847.77	-108,132.53	-171,500.00	-186,874.00	-15,374.00	8.96%	-166,258.00	20,616.00	-11.03%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	170,000.00	174,375.00	157,201.00	171,500.00	186,874.00	15,374.00	8.96%	166,258.00	-20,616.00	-11.03%
Total Revenue:	170,000.00	174,375.00	157,201.00	171,500.00	186,874.00	15,374.00	8.96%	166,258.00	-20,616.00	-11.03%
Total Department: 49900 - TRANSFERS:	170,000.00	174,375.00	157,201.00	171,500.00	186,874.00	15,374.00	8.96%	166,258.00	-20,616.00	-11.03%
Total Fund: 270 - MERIT:	46,381.81	16,527.23	49,068.47	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Fund: 401 - CAPITAL EQUIPMENT FUND										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
31 - TAXES	410,189.36	300,261.76	81,669.45	150,000.00	300,000.00	150,000.00	100.00%	300,000.00	0.00	0.00%
33 - INTERGOVERNMENTAL	0.00	0.00	200,000.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	11,692.88	150,080.70	0.00	12,628.00	0.00	-12,628.00	-100.00%	0.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	483,237.70	50,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	905,119.94	500,342.46	281,669.45	162,628.00	300,000.00	137,372.00	84.47%	300,000.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Expense										
53 - PURCHASED SERVICES	0.00	1,154.60	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	0.00	72,344.63	53,608.23	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	0.00	73,499.23	53,608.23	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	905,119.94	426,843.23	228,061.22	162,628.00	300,000.00	137,372.00	84.47%	300,000.00	0.00	0.00%
Department: 41200 - CABLE COMMISSION										
Revenue										
31 - TAXES	28,765.05	19,845.00	19,530.76	18,140.00	20,000.00	1,860.00	10.25%	20,000.00	0.00	0.00%
Total Revenue:	28,765.05	19,845.00	19,530.76	18,140.00	20,000.00	1,860.00	10.25%	20,000.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	12,594.72	2,255.00	2,255.00	0.00	0.00	0.00	0.00%	2,500.00	2,500.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	2,803.07	3,090.00	3,124.02	0.00	0.00	0.00	0.00%	4,000.00	4,000.00	0.00%
55 - CAPITAL	12,597.82	6,500.00	13,801.47	0.00	300,000.00	300,000.00	0.00%	13,500.00	-286,500.00	-95.50%
Total Expense:	27,995.61	11,845.00	19,180.49	0.00	300,000.00	300,000.00	0.00%	20,000.00	-280,000.00	-93.33%
Total Department: 41200 - CABLE COMMISSION:	769.44	8,000.00	350.27	18,140.00	-280,000.00	-298,140.00	-1,643.55%	0.00	280,000.00	-100.00%
Department: 42100 - POLICE ADMINISTRATION										
Revenue										
39 - OTHER FINANCING REVENUE	7,731.50	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	7,731.50	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
55 - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 42100 - POLICE ADMINISTRATION:	7,731.50	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Department: 42400 - FIRE SERVICES										
Expense										
55 - CAPITAL	131,068.91	0.00	32,850.00	0.00	0.00	0.00	0.00%	36,000.00	36,000.00	0.00%
Total Expense:	131,068.91	0.00	32,850.00	0.00	0.00	0.00	0.00%	36,000.00	36,000.00	0.00%
Total Department: 42400 - FIRE SERVICES:	131,068.91	0.00	32,850.00	0.00	0.00	0.00	0.00%	36,000.00	36,000.00	0.00%
Department: 42600 - MERIT OPERATIONS										
Expense										
55 - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 42600 - MERIT OPERATIONS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Department: 43100 - ENGINEERING										
Expense										
53 - PURCHASED SERVICES	-1,514.05	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	0.00	24,712.19	0.00	0.00	0.00	0.00	0.00%	39,500.00	39,500.00	0.00%
Total Expense:	-1,514.05	24,712.19	0.00	0.00	0.00	0.00	0.00%	39,500.00	39,500.00	0.00%
Total Department: 43100 - ENGINEERING:	-1,514.05	24,712.19	0.00	0.00	0.00	0.00	0.00%	39,500.00	39,500.00	0.00%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
33 - INTERGOVERNMENTAL	0.00	0.00	1,187,500.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	0.00	50,510.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	50,510.00	1,187,500.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	0.00	12,480.00	8,685.05	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	627.00	646.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	496,406.03	360,645.00	1,264,350.49	125,000.00	0.00	-125,000.00	-100.00%	322,200.00	322,200.00	0.00%
Total Expense:	496,406.03	373,752.00	1,273,681.54	125,000.00	0.00	-125,000.00	-100.00%	322,200.00	322,200.00	0.00%
Total Department: 43300 - STREET ADMINISTRATION:	-496,406.03	-323,242.00	-86,181.54	-125,000.00	0.00	125,000.00	-100.00%	-322,200.00	-322,200.00	0.00%
Department: 43400 - AIRPORT										
Revenue										
33 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	0.00	19,628.02	0.00	8,000.00	0.00	-8,000.00	-100.00%	0.00	0.00	0.00%
55 - CAPITAL	0.00	12,412.12	71,455.67	80,000.00	0.00	-80,000.00	-100.00%	0.00	0.00	0.00%
Total Expense:	0.00	32,040.14	71,455.67	88,000.00	0.00	-88,000.00	-100.00%	0.00	0.00	0.00%
Total Department: 43400 - AIRPORT:	0.00	-32,040.14	-71,455.67	-88,000.00	0.00	88,000.00	-100.00%	0.00	0.00	0.00%
Department: 45200 - PARKS										
Revenue										
36 - MISCELLANEOUS	15,340.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	0.00	12,500.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	15,340.00	12,500.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	27,817.17	10,612.80	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	3,223.00	0.00	1,365.98	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	194,327.99	291,219.21	72,298.20	142,000.00	0.00	-142,000.00	-100.00%	102,300.00	102,300.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Total Expense:	225,368.16	301,832.01	73,664.18	142,000.00	0.00	-142,000.00	-100.00%	102,300.00	102,300.00	0.00%
Total Department: 45200 - PARKS:	-210,028.16	-289,332.01	-73,664.18	-142,000.00	0.00	142,000.00	-100.00%	-102,300.00	-102,300.00	0.00%
Department: 47000 - DEBT SERVICE										
Expense										
58 - OTHER EXPENDITURES	13,598.97	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	13,598.97	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:	13,598.97	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	394,442.60	68,744.63	51,255.37	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	394,442.60	68,744.63	51,255.37	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
59 - OTHER FINANCING USES	183,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	183,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	211,442.60	68,744.63	51,255.37	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Fund: 401 - CAPITAL EQUIPMENT FUND:	275,475.46	-165,738.48	15,515.47	-174,232.00	20,000.00	194,232.00	-111.48%	-200,000.00	-220,000.00	-1,100.00%
Fund: 495 - PUBLIC IMPROVE REVOLVING										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
31 - TAXES	277,579.76	349,570.64	187,903.78	350,000.00	375,000.00	25,000.00	7.14%	375,000.00	0.00	0.00%
33 - INTERGOVERNMENTAL	28,298.00	28,430.00	384,200.28	0.00	7,011.00	7,011.00	0.00%	7,011.00	0.00	0.00%
36 - MISCELLANEOUS	247,575.71	84,114.00	60,834.28	90,625.41	88,350.00	-2,275.41	-2.51%	88,350.00	0.00	0.00%
Total Revenue:	553,453.47	462,114.64	632,938.34	440,625.41	470,361.00	29,735.59	6.75%	470,361.00	0.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	553,453.47	462,114.64	632,938.34	440,625.41	470,361.00	29,735.59	6.75%	470,361.00	0.00	0.00%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
36 - MISCELLANEOUS	22,283.09	441,976.01	74,210.72	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	22,283.09	441,976.01	74,210.72	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	42,236.42	32,181.95	3,629.14	829.00	0.00	-829.00	-100.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	0.00	608.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	641,323.27	1,145,955.15	635,144.59	625,000.00	650,000.00	25,000.00	4.00%	650,000.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
58 - OTHER EXPENDITURES	600.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	684,159.69	1,178,137.10	639,381.73	625,829.00	650,000.00	24,171.00	3.86%	650,000.00	0.00	0.00%
Total Department: 43300 - STREET ADMINISTRATION:	-661,876.60	-736,161.09	-565,171.01	-625,829.00	-650,000.00	-24,171.00	3.86%	-650,000.00	0.00	0.00%
Total Fund: 495 - PUBLIC IMPROVE REVOLVING:	-108,423.13	-274,046.45	67,767.33	-185,203.59	-179,639.00	5,564.59	-3.00%	-179,639.00	0.00	0.00%
Fund: 602 - WASTE WATER OPERATING										
Department: 47000 - DEBT SERVICE										
Expense										
53 - PURCHASED SERVICES	1,293.68	0.00	873.25	646.84	874.00	227.16	35.12%	874.00	0.00	0.00%
56 - DEBT SERVICE	271,916.33	255,818.01	236,012.88	244,400.03	205,162.00	-39,238.03	-16.05%	205,162.00	0.00	0.00%
Total Expense:	273,210.01	255,818.01	236,886.13	245,046.87	206,036.00	-39,010.87	-15.92%	206,036.00	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:	273,210.01	255,818.01	236,886.13	245,046.87	206,036.00	-39,010.87	-15.92%	206,036.00	0.00	0.00%
Department: 49500 - WASTE WATER										
Revenue										
33 - INTERGOVERNMENTAL	0.00	55,265.20	33,056.80	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	14,808.60	14,808.60	14,808.60	14,808.60	14,810.00	1.40	0.01%	21,390.00	6,580.00	44.43%
36 - MISCELLANEOUS	47,164.52	-87,918.23	118,321.03	36,712.57	91,079.00	54,366.43	148.09%	91,079.00	0.00	0.00%
37 - PROPRIETARY OPERATING	5,301,073.40	5,394,818.79	4,346,227.27	5,358,428.00	5,682,500.00	324,072.00	6.05%	5,682,500.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	43,615.77	32,696.17	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	5,406,662.29	5,409,670.53	4,512,413.70	5,409,949.17	5,788,389.00	378,439.83	7.00%	5,794,969.00	6,580.00	0.11%
Expense										
51 - SALARIES & WAGES	872,632.67	906,548.65	784,213.17	901,557.00	946,684.00	45,127.00	5.01%	946,684.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	408,012.24	307,611.62	333,141.71	367,049.00	417,350.00	50,301.00	13.70%	419,611.00	2,261.00	0.54%
53 - PURCHASED SERVICES	1,786,560.15	1,023,319.56	973,494.38	1,111,436.25	1,156,411.00	44,974.75	4.05%	1,160,100.00	3,689.00	0.32%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	312,371.80	413,411.67	511,982.20	443,175.00	502,325.00	59,150.00	13.35%	542,325.00	40,000.00	7.96%
55 - CAPITAL	1,834,251.30	1,890,646.52	181,808.89	1,758,208.00	1,725,408.00	-32,800.00	-1.87%	1,725,408.00	0.00	0.00%
58 - OTHER EXPENDITURES	19,268.43	159,887.56	57,332.56	62,777.00	71,697.00	8,920.00	14.21%	71,697.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	5,520.00	8,657.00	9,450.00	6,180.00	-3,270.00	-34.60%	6,180.00	0.00	0.00%
Total Expense:	5,233,096.59	4,706,945.58	2,850,629.91	4,653,652.25	4,826,055.00	172,402.75	3.70%	4,872,005.00	45,950.00	0.95%
Total Department: 49500 - WASTE WATER:	173,565.70	702,724.95	1,661,783.79	756,296.92	962,334.00	206,037.08	27.24%	922,964.00	-39,370.00	-4.09%
Total Fund: 602 - WASTE WATER OPERATING:	-99,644.31	446,906.94	1,424,897.66	511,250.05	756,298.00	245,047.95	47.93%	716,928.00	-39,370.00	-5.21%
Fund: 609 - LIQUOR										
Department: 47000 - DEBT SERVICE										
Expense										
56 - DEBT SERVICE	61,383.54	56,078.33	47,853.75	50,835.00	44,873.00	-5,962.00	-11.73%	44,873.00	0.00	0.00%
Total Expense:	61,383.54	56,078.33	47,853.75	50,835.00	44,873.00	-5,962.00	-11.73%	44,873.00	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:	61,383.54	56,078.33	47,853.75	50,835.00	44,873.00	-5,962.00	-11.73%	44,873.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Department: 49700 - LIQUOR OPERATIONS										
Revenue										
33 - INTERGOVERNMENTAL	2,307.70	1,690.01	3,401.61	4,000.00	2,000.00	-2,000.00	-50.00%	2,000.00	0.00	0.00%
35 - FINES & FORFEITURES	92.65	120.00	120.33	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	39,533.35	-9,464.27	45,666.25	23,265.48	25,599.00	2,333.52	10.03%	25,599.00	0.00	0.00%
37 - PROPRIETARY OPERATING	6,725,678.31	7,078,147.91	6,484,644.28	6,860,072.00	7,325,335.00	465,263.00	6.78%	7,325,335.00	0.00	0.00%
Total Revenue:	6,767,612.01	7,070,493.65	6,533,832.47	6,887,337.48	7,352,934.00	465,596.52	6.76%	7,352,934.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	368,704.65	428,771.65	370,361.57	429,731.00	483,786.00	54,055.00	12.58%	483,786.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	110,682.08	181,539.23	107,389.50	138,462.00	156,765.00	18,303.00	13.22%	157,123.00	358.00	0.23%
53 - PURCHASED SERVICES	85,550.51	129,707.91	84,898.38	94,913.00	95,307.00	394.00	0.42%	95,823.00	516.00	0.54%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	116,717.03	107,204.24	101,548.45	113,000.00	112,750.00	-250.00	-0.22%	112,750.00	0.00	0.00%
55 - CAPITAL	85,687.87	88,033.00	52,457.10	84,191.00	84,345.00	154.00	0.18%	84,345.00	0.00	0.00%
58 - OTHER EXPENDITURES	130,247.92	119,374.30	117,850.22	106,045.00	106,400.00	355.00	0.33%	106,400.00	0.00	0.00%
Total Expense:	897,590.06	1,054,630.33	834,505.22	966,342.00	1,039,353.00	73,011.00	7.56%	1,040,227.00	874.00	0.08%
Total Department: 49700 - LIQUOR OPERATIONS:	5,870,021.95	6,015,863.32	5,699,327.25	5,920,995.48	6,313,581.00	392,585.52	6.63%	6,312,707.00	-874.00	-0.01%
Department: 49701 - LIQUOR OPERATIONS										
Expense										
53 - PURCHASED SERVICES	14,549.81	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	4,849,781.39	5,070,369.97	4,554,501.83	4,923,855.00	5,150,501.00	226,646.00	4.60%	5,150,501.00	0.00	0.00%
Total Expense:	4,864,331.20	5,070,369.97	4,554,501.83	4,923,855.00	5,150,501.00	226,646.00	4.60%	5,150,501.00	0.00	0.00%
Total Department: 49701 - LIQUOR OPERATIONS:	4,864,331.20	5,070,369.97	4,554,501.83	4,923,855.00	5,150,501.00	226,646.00	4.60%	5,150,501.00	0.00	0.00%
Department: 49900 - TRANSFERS										
Expense										
59 - OTHER FINANCING USES	894,442.60	575,000.00	549,989.00	600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Expense:	894,442.60	575,000.00	549,989.00	600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	894,442.60	575,000.00	549,989.00	600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Fund: 609 - LIQUOR:	49,864.61	314,415.02	546,982.67	346,305.48	518,207.00	171,901.52	49.64%	517,333.00	-874.00	-0.17%
Fund: 630 - SURFACE WATER MGT UTILITY										
Department: 47000 - DEBT SERVICE										
Expense										
53 - PURCHASED SERVICES	597.78	0.00	538.60	398.96	630.00	231.04	57.91%	630.00	0.00	0.00%
56 - DEBT SERVICE	96,129.26	88,072.93	80,924.41	79,869.91	67,204.00	-12,665.91	-15.86%	163,474.00	96,270.00	143.25%
Total Expense:	96,727.04	88,072.93	81,463.01	80,268.87	67,834.00	-12,434.87	-15.49%	164,104.00	96,270.00	141.92%
Total Department: 47000 - DEBT SERVICE:	96,727.04	88,072.93	81,463.01	80,268.87	67,834.00	-12,434.87	-15.49%	164,104.00	96,270.00	141.92%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Department: 49600 - STORM WATER										
Revenue										
31 - TAXES	0.38	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
32 - LICENSES & PERMITS	2,340.00	2,995.00	4,770.00	2,600.00	3,000.00	400.00	15.38%	3,000.00	0.00	0.00%
36 - MISCELLANEOUS	163,726.97	-27,340.50	46,349.06	26,665.45	25,574.00	-1,091.45	-4.09%	25,574.00	0.00	0.00%
37 - PROPRIETARY OPERATING	1,258,041.67	1,280,132.54	952,120.88	1,284,888.00	1,284,888.00	0.00	0.00%	1,310,586.00	25,698.00	2.00%
39 - OTHER FINANCING REVENUE	14,123.73	23,662.63	1,908,133.01	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	1,438,232.75	1,279,449.67	2,911,372.95	1,314,153.45	1,313,462.00	-691.45	-0.05%	1,339,160.00	25,698.00	1.96%
Expense										
53 - PURCHASED SERVICES	419,643.17	447,585.08	388,892.04	408,392.77	409,272.00	879.23	0.22%	410,058.00	786.00	0.19%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	4,695.41	10,263.34	4,169.17	15,375.00	15,375.00	0.00	0.00%	15,375.00	0.00	0.00%
55 - CAPITAL	786,691.64	1,011,129.57	600,629.39	655,561.00	670,529.00	14,968.00	2.28%	670,529.00	0.00	0.00%
58 - OTHER EXPENDITURES	23,068.17	45,341.12	18,315.94	8,800.00	8,820.00	20.00	0.23%	8,820.00	0.00	0.00%
Total Expense:	1,234,098.39	1,514,319.11	1,012,006.54	1,088,128.77	1,103,996.00	15,867.23	1.46%	1,104,782.00	786.00	0.07%
Total Department: 49600 - STORM WATER:	204,134.36	-234,869.44	1,899,366.41	226,024.68	209,466.00	-16,558.68	-7.33%	234,378.00	24,912.00	11.89%
Total Fund: 630 - SURFACE WATER MGT UTILITY:	107,407.32	-322,942.37	1,817,903.40	145,755.81	141,632.00	-4,123.81	-2.83%	70,274.00	-71,358.00	-50.38%
Fund: 701 - CENTRAL FLEET										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
36 - MISCELLANEOUS	0.00	0.00	3,618.05	0.00	2,400.00	2,400.00	0.00%	2,400.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	0.00	40,392.00	53,356.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	40,392.00	56,974.05	0.00	2,400.00	2,400.00	0.00%	2,400.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	0.00	0.00	485.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	56,045.68	3,436.46	14,000.00	0.00	-14,000.00	-100.00%	0.00	0.00	0.00%
55 - CAPITAL	1,191.62	41,781.38	13,490.59	41,750.00	0.00	-41,750.00	-100.00%	0.00	0.00	0.00%
56 - DEBT SERVICE	0.00	0.00	121,137.39	0.00	130,474.00	130,474.00	0.00%	130,474.00	0.00	0.00%
58 - OTHER EXPENDITURES	67.41	2,820.09	26,829.21	5,150.00	48,606.00	43,456.00	843.81%	48,606.00	0.00	0.00%
Total Expense:	1,259.03	100,647.15	165,378.65	60,900.00	179,080.00	118,180.00	194.06%	179,080.00	0.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	-1,259.03	-60,255.15	-108,404.60	-60,900.00	-176,680.00	-115,780.00	190.11%	-176,680.00	0.00	0.00%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	183,000.00	59,292.00	97,306.00	106,170.00	178,580.00	72,410.00	68.20%	178,580.00	0.00	0.00%

Budget Comparison Report

Categor...	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)		2024 FINAL	Increase / (Decrease)	
Total Revenue:	183,000.00	59,292.00	97,306.00	106,170.00	178,580.00	72,410.00	68.20%	178,580.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	183,000.00	59,292.00	97,306.00	106,170.00	178,580.00	72,410.00	68.20%	178,580.00	0.00	0.00%
Total Fund: 701 - CENTRAL FLEET:	181,740.97	-963.15	-11,098.60	45,270.00	1,900.00	-43,370.00	-95.80%	1,900.00	0.00	0.00%
Report Total:	176,132.91	-494,224.10	1,439,133.73	688,609.75	1,258,398.00	569,788.25	82.74%	926,796.00	-331,602.00	-26.35%

Budget Comparison Report

Fund Summary

Style.IndexOf("Account Detail") = -1

Style.IndexOf("Group Summary") = -1

Style.IndexOf("Both") = 0

Fund	2021 Total Activity	2022 Total Activity	2023 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2023 FINAL	2024 PRE	Increase / (Decrease)	2024 FINAL	Increase / (Decrease)		
101 - GENERAL FUND	-451,603.35	-503,533.17	-2,614,329.86	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
208 - EDA ADMINISTRATION	-2,224.09	-34,481.29	-16,934.88	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
258 - ASC ARENA	177,157.62	29,631.62	159,362.07	-536.00	0.00	536.00	-100.00%	0.00	0.00	0.00%
270 - MERIT	46,381.81	16,527.23	49,068.47	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
401 - CAPITAL EQUIPMENT FUND	275,475.46	-165,738.48	15,515.47	-174,232.00	20,000.00	194,232.00	-111.48%	-200,000.00	-220,000.00	-1,100.00%
495 - PUBLIC IMPROVE REVOLVING	-108,423.13	-274,046.45	67,767.33	-185,203.59	-179,639.00	5,564.59	-3.00%	-179,639.00	0.00	0.00%
602 - WASTE WATER OPERATING	-99,644.31	446,906.94	1,424,897.66	511,250.05	756,298.00	245,047.95	47.93%	716,928.00	-39,370.00	-5.21%
609 - LIQUOR	49,864.61	314,415.02	546,982.67	346,305.48	518,207.00	171,901.52	49.64%	517,333.00	-874.00	-0.17%
630 - SURFACE WATER MGT UTILITY	107,407.32	-322,942.37	1,817,903.40	145,755.81	141,632.00	-4,123.81	-2.83%	70,274.00	-71,358.00	-50.38%
701 - CENTRAL FLEET	181,740.97	-963.15	-11,098.60	45,270.00	1,900.00	-43,370.00	-95.80%	1,900.00	0.00	0.00%
Report Total:	176,132.91	-494,224.10	1,439,133.73	688,609.75	1,258,398.00	569,788.25	82.74%	926,796.00	-331,602.00	-26.35%

Dept #	Department		2020 Actual	2021 Actual	2022 Actual	2022 Budget	2023 Budget	2024 Budget	\$ Increase (Decrease)	% Change
GENERAL FUND - 101										
00000	General Government	Revenues and Other Financing Sources	\$ 9,794,103.40	\$ 9,700,188.98	\$ 9,943,857.34	\$ 10,651,001.19	\$ 10,779,518.00	\$ 11,624,066.00	\$ 844,548.00	7.83%
		Expenditures and Other Financing Uses	254,994.93	579,165.81	363,535.23	977,283.00	268,493.00	394,350.00	125,857.00	46.88%
		Net	\$ 9,539,108.47	\$ 9,121,023.17	\$ 9,580,322.11	\$ 9,673,718.19	\$ 10,511,025.00	\$ 11,229,716.00	\$ 718,691.00	
41100	Mayor & Council	Revenues and Other Financing Sources	\$ -	\$ 897.22	\$ 33,578.79	\$ -	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	148,814.80	141,911.29	204,974.33	203,790.18	197,048.91	207,087.00	10,038.09	5.09%
		Net	\$ (148,814.80)	\$ (141,014.07)	\$ (171,395.54)	\$ (203,790.18)	\$ (197,048.91)	\$ (207,087.00)	\$ (10,038.09)	
41200	Cable Commission	Revenues and Other Financing Sources	\$ 4,123.35	\$ 1,220.00	\$ 493.00	\$ 400.00	\$ 300.00	\$ 100.00	\$ (200.00)	-66.67%
		Expenditures and Other Financing Uses	185,606.24	193,400.40	224,109.42	217,856.02	234,877.00	256,123.00	21,246.00	9.05%
		Net	\$ (181,482.89)	\$ (192,180.40)	\$ (223,616.42)	\$ (217,456.02)	\$ (234,577.00)	\$ (256,023.00)	\$ (21,446.00)	
41300	City Administration	Revenues and Other Financing Sources	\$ 15,671.00	\$ 66,990.00	\$ 55,645.00	\$ 56,370.00	\$ 61,640.00	\$ 48,245.00	\$ (13,395.00)	-21.73%
		Expenditures and Other Financing Uses	552,963.52	555,294.33	550,350.97	564,792.02	614,096.50	683,702.00	69,605.50	11.33%
		Net	\$ (537,292.52)	\$ (488,304.33)	\$ (494,705.97)	\$ (508,422.02)	\$ (552,456.50)	\$ (635,457.00)	\$ (83,000.50)	
41400	Finance	Revenues and Other Financing Sources	\$ 630.00	\$ 1,665.34	\$ 708.51	\$ 1,800.00	\$ 650.00	\$ 650.00	\$ -	
		Expenditures and Other Financing Uses	425,175.96	443,190.27	462,693.20	432,746.16	472,466.00	551,205.00	78,739.00	16.67%
		Net	\$ (424,545.96)	\$ (441,524.93)	\$ (461,984.69)	\$ (430,946.16)	\$ (471,816.00)	\$ (550,555.00)	\$ (78,739.00)	
41500	Assessing	Revenues and Other Financing Sources	\$ 25.00	\$ 218.50	\$ 310.00	\$ 100.00	\$ 100.00	\$ -	\$ (100.00)	-100.00%
		Expenditures and Other Financing Uses	337,088.58	349,732.30	374,102.30	369,019.73	378,848.00	395,568.00	16,720.00	4.41%
		Net	\$ (337,063.58)	\$ (349,513.80)	\$ (373,792.30)	\$ (368,919.73)	\$ (378,748.00)	\$ (395,568.00)	\$ (16,820.00)	
41600	Legal	Revenues and Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	133,838.20	131,140.47	142,017.48	137,344.00	137,694.00	175,597.00	37,903.00	27.53%
		Net	\$ (133,838.20)	\$ (131,140.47)	\$ (142,017.48)	\$ (137,344.00)	\$ (137,694.00)	\$ (175,597.00)	\$ (37,903.00)	
41700	Building Maintenance	Revenues and Other Financing Sources	\$ 28,624.82	\$ 29,914.69	\$ 74,614.17	\$ 53,500.00	\$ 42,000.00	\$ 52,860.00	\$ 10,860.00	25.86%
		Expenditures and Other Financing Uses	227,892.03	225,054.67	302,424.52	313,472.02	313,545.40	361,189.00	47,643.60	15.20%
		Net	\$ (199,267.21)	\$ (195,139.98)	\$ (227,810.35)	\$ (259,972.02)	\$ (271,545.40)	\$ (308,329.00)	\$ (36,783.60)	
41750	Adult Community Center	Revenues and Other Financing Sources	\$ 13,345.89	\$ 15,958.04	\$ 23,988.99	\$ 19,500.00	\$ 16,500.00	\$ 18,600.00	\$ 2,100.00	12.73%
		Expenditures and Other Financing Uses	113,598.52	155,075.91	219,240.62	176,937.17	163,366.20	212,074.00	48,707.80	29.82%
		Net	\$ (100,252.63)	\$ (139,117.87)	\$ (195,251.63)	\$ (157,437.17)	\$ (146,866.20)	\$ (193,474.00)	\$ (46,607.80)	
41800	Information Technology	Revenues and Other Financing Sources	\$ 7,000.00	\$ 9,805.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	
		Expenditures and Other Financing Uses	124,767.55	123,622.48	175,965.09	148,860.00	166,481.00	165,965.00	(516.00)	-0.31%
		Net	\$ (117,767.55)	\$ (113,817.48)	\$ (168,965.09)	\$ (141,860.00)	\$ (159,481.00)	\$ (158,965.00)	\$ 516.00	
42100	Police Administration	Revenues and Other Financing Sources	\$ 622,071.97	\$ 629,492.25	\$ 753,386.74	\$ 677,100.00	\$ 689,400.00	\$ 707,900.00	\$ 18,500.00	2.68%
		Expenditures and Other Financing Uses	3,145,368.98	3,363,575.76	3,653,573.29	3,553,328.60	3,781,083.00	3,894,100.00	113,017.00	2.99%
		Net	\$ (2,523,297.01)	\$ (2,734,083.51)	\$ (2,900,186.55)	\$ (2,876,228.60)	\$ (3,091,683.00)	\$ (3,186,200.00)	\$ (94,517.00)	
42200	Chemical Assessment Team	Revenues and Other Financing Sources	\$ 62,116.85	\$ 85,804.65	\$ 56,214.67	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 20,000.00	33.33%
		Expenditures and Other Financing Uses	53,682.96	92,333.32	60,733.94	60,289.00	60,000.00	80,000.00	20,000.00	33.33%
		Net	\$ 8,433.89	\$ (6,528.67)	\$ (4,519.27)	\$ (289.00)	\$ -	\$ -	\$ -	
42300	Emergency Management System	Revenues and Other Financing Sources	\$ 19,316.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	29,658.12	8,320.17	10,560.74	20,069.00	19,569.00	19,569.00	-	
		Net	\$ (10,341.29)	\$ (8,320.17)	\$ (10,560.74)	\$ (20,069.00)	\$ (19,569.00)	\$ (19,569.00)	\$ -	
42400	Fire Service	Revenues and Other Financing Sources	\$ 220,229.99	\$ 287,376.49	\$ 266,498.05	\$ 240,954.65	\$ 251,630.00	\$ 254,000.00	\$ 2,370.00	0.94%
		Expenditures and Other Financing Uses	689,771.88	680,915.48	761,460.94	667,864.00	692,938.70	730,433.00	37,494.30	5.41%
		Net	\$ (469,541.89)	\$ (393,538.99)	\$ (494,962.89)	\$ (426,909.35)	\$ (441,308.70)	\$ (476,433.00)	\$ (35,124.30)	
42500	Animal Impoundment	Revenues and Other Financing Sources	\$ 2,145.00	\$ 2,435.62	\$ 1,590.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -	
		Expenditures and Other Financing Uses	33,334.21	34,848.38	34,334.15	17,480.92	44,833.82	44,908.00	74.1	
		Net	\$ (31,189.21)	\$ (32,412.76)	\$ (32,744.15)	\$ (15,080.92)	\$ (42,433.82)	\$ (42,508.00)	\$ (74.1)	

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Dept #	Department		2020	2021	2022	2022	2023	2024	\$	%
			Actual	Actual	Actual	Budget	Budget	Budget	Increase (Decrease)	Change
43100	Engineering	Revenues and Other Financing Sources	\$ 615,940.82	\$ 469,573.29	\$ 711,046.24	\$ 857,383.00	\$ 792,000.00	\$ 776,500.00	\$ (15,500.00)	-1.96%
		Expenditures and Other Financing Uses	927,825.94	839,236.76	835,768.63	935,063.76	923,530.00	985,620.00	62,090.00	6.72%
		Net	\$ (311,885.12)	\$ (369,663.47)	\$ (124,722.39)	\$ (77,680.76)	\$ (131,530.00)	\$ (209,120.00)	\$ (77,590.00)	
43200	Community Planning	Revenues and Other Financing Sources	\$ 190,588.77	\$ 277,597.55	\$ 201,983.44	\$ 256,000.00	\$ 272,600.00	\$ 261,000.00	\$ (11,600.00)	-4.26%
		Expenditures and Other Financing Uses	496,411.71	502,955.44	535,912.82	472,588.65	553,983.00	572,869.00	18,886.00	3.41%
		Net	\$ (305,822.94)	\$ (225,357.89)	\$ (333,929.38)	\$ (216,588.65)	\$ (281,383.00)	\$ (311,869.00)	\$ (30,486.00)	
43300	Street Admin	Revenues and Other Financing Sources	\$ 66,952.68	\$ 74,781.85	\$ 185,071.43	\$ 69,675.00	\$ 73,675.00	\$ 73,160.00	\$ (515.00)	-0.70%
		Expenditures and Other Financing Uses	1,384,535.60	1,329,977.79	1,541,532.60	1,407,489.36	1,514,203.00	1,679,294.00	165,091.00	10.90%
		Net	\$ (1,317,582.92)	\$ (1,255,195.94)	\$ (1,356,461.17)	\$ (1,337,814.36)	\$ (1,440,528.00)	\$ (1,606,134.00)	\$ (165,606.00)	
43302	Street Lighting	Revenues and Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
		Expenditures and Other Financing Uses	277,315.56	277,315.56	277,315.56	277,316.00	277,522.00	277,522.00	-	-
		Net	\$ (277,315.56)	\$ (277,315.56)	\$ (277,315.56)	\$ (277,316.00)	\$ (277,522.00)	\$ (277,522.00)	\$ -	
43400	Airport	Revenues and Other Financing Sources	\$ 252,372.70	\$ 358,851.33	\$ 362,044.67	\$ 285,177.00	\$ 845,561.00	\$ 296,600.00	\$ (548,961.00)	-64.92%
		Expenditures and Other Financing Uses	500,695.96	567,138.38	751,752.10	716,531.16	1,288,112.72	719,326.00	(568,786.72)	-44.16%
		Net	\$ (248,323.26)	\$ (208,287.05)	\$ (389,707.43)	\$ (431,354.16)	\$ (442,551.72)	\$ (422,726.00)	\$ 19,825.72	
45100	Community Services	Revenues and Other Financing Sources	\$ 98,409.92	\$ 89,337.83	\$ 89,615.56	\$ 91,500.00	\$ 94,000.00	\$ 90,000.00	\$ (4,000.00)	-4.26%
		Expenditures and Other Financing Uses	350,575.67	368,446.33	380,870.70	382,174.75	368,283.00	268,521.00	(99,762.00)	-27.09%
		Net	\$ (252,165.75)	\$ (279,108.50)	\$ (291,255.14)	\$ (290,674.75)	\$ (274,283.00)	\$ (178,521.00)	\$ 95,762.00	
45150	After School Programs	Revenues and Other Financing Sources	\$ -	\$ -	\$ 17,600.00	\$ -	\$ -	\$ -	\$ -	-
		Expenditures and Other Financing Uses	3,953.54	24,457.76	33,058.70	16,044.15	13,606.00	13,923.00	317.00	2.33%
		Net	\$ (3,953.54)	\$ (24,457.76)	\$ (15,458.70)	\$ (16,044.15)	\$ (13,606.00)	\$ (13,923.00)	\$ (317.00)	
45200	Parks	Revenues and Other Financing Sources	\$ 17,359.23	\$ 46,956.71	\$ 162,984.48	\$ 41,500.00	\$ 46,500.00	\$ 59,000.00	\$ 12,500.00	26.88%
		Expenditures and Other Financing Uses	781,824.99	814,986.98	952,738.04	909,067.88	984,549.90	1,023,451.00	38,901.10	3.95%
		Net	\$ (764,465.76)	\$ (768,030.27)	\$ (789,753.56)	\$ (867,567.88)	\$ (938,049.90)	\$ (964,451.00)	\$ (26,401.10)	
45300	Aquatic Center	Revenues and Other Financing Sources	\$ 16,484.50	\$ 93,932.68	\$ 96,311.21	\$ 111,000.00	\$ 111,000.00	\$ 114,000.00	\$ 3,000.00	2.70%
		Expenditures and Other Financing Uses	140,577.09	220,155.06	210,594.75	234,189.99	248,227.85	245,103.00	(3,124.85)	-1.26%
		Net	\$ (124,092.59)	\$ (126,222.38)	\$ (114,283.54)	\$ (123,189.99)	\$ (137,227.85)	\$ (131,103.00)	\$ 6,124.85	
45400	Band	Revenues and Other Financing Sources	\$ -	\$ -	\$ 6,684.08	\$ 6,000.00	\$ 1,000.00	\$ -	\$ (1,000.00)	-100.00%
		Expenditures and Other Financing Uses	457.00	12.00	8,609.16	12,876.53	7,404.00	6,500.00	(904.00)	-12.21%
		Net	\$ (457.00)	\$ (12.00)	\$ (1,925.08)	\$ (6,876.53)	\$ (6,404.00)	\$ (6,500.00)	\$ (96.00)	
45500	Library	Revenues and Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
		Expenditures and Other Financing Uses	655,134.00	669,799.00	696,559.00	696,559.00	720,625.00	746,180.00	25,555.00	3.55%
		Net	\$ (655,134.00)	\$ (669,799.00)	\$ (696,559.00)	\$ (696,559.00)	\$ (720,625.00)	\$ (746,180.00)	\$ (25,555.00)	
45600	Community Education	Revenues and Other Financing Sources	\$ 51,162.25	\$ 46,728.00	\$ 42,768.75	\$ 125,000.00	\$ 96,000.00	\$ 50,000.00	\$ (46,000.00)	-47.92%
		Expenditures and Other Financing Uses	119,503.17	113,886.82	129,047.30	188,360.23	158,868.00	179,960.00	21,092.00	13.28%
		Net	\$ (68,340.92)	\$ (67,158.82)	\$ (86,278.55)	\$ (63,360.23)	\$ (62,868.00)	\$ (129,960.00)	\$ (67,092.00)	
45700	Recreation	Revenues and Other Financing Sources	\$ 98,655.95	\$ 228,507.52	\$ 260,713.13	\$ 210,000.00	\$ 202,000.00	\$ 247,000.00	\$ 45,000.00	22.28%
		Expenditures and Other Financing Uses	143,059.46	213,887.97	270,661.21	237,083.56	241,219.00	272,942.00	31,723.00	13.15%
		Net	\$ (44,403.51)	\$ 14,619.55	\$ (9,948.08)	\$ (27,083.56)	\$ (39,219.00)	\$ (25,942.00)	\$ 13,277.00	
49900	Transfers	Revenues and Other Financing Sources	\$ 300,000.00	\$ 300,000.00	\$ 375,000.00	\$ 375,000.00	\$ 400,000.00	\$ 400,000.00	\$ -	
		Expenditures and Other Financing Uses	100,000.00	250,000.00	68,744.63	-	-	-	-	-
		Net	\$ 200,000.00	\$ 50,000.00	\$ 306,255.37	\$ 375,000.00	\$ 400,000.00	\$ 400,000.00	\$ -	

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Revenues and Other Financing Sources	\$ 12,497,330.92	\$ 12,818,233.54	\$ 13,729,708.25	\$ 14,198,360.84	\$ 14,845,474.00	\$ 15,163,081.00	\$ 317,607.00	
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Dept #	Department	2020 Actual	2021 Actual	2022 Actual	2022 Budget	2023 Budget	2024 Budget	\$ Increase (Decrease)	% Change
	Expenditures and Other Financing Uses	12,338,426.17	13,269,836.89	14,233,241.42	14,346,476.84	14,845,474.00	15,163,081.00	317,607.00	2.14%
	Net	\$ 158,904.75	\$ (451,603.35)	\$ (503,533.17)	\$ (148,116.00)	\$ -	\$ -	\$ -	
<u>ECONOMIC DEVELOPMENT AUTHORITY - 208</u>									
46300	EDA								
	Revenues and Other Financing Sources	\$ 681,408.99	\$ 146,791.73	\$ 123,172.36	\$ 154,138.00	\$ 176,706.00	\$ 194,570.00	\$ 17,864.00	10.11%
	Expenditures and Other Financing Uses	645,743.61	149,015.82	157,653.65	156,594.27	176,706.00	194,570.00	17,864.00	10.11%
	Net	\$ 35,665.38	\$ (2,224.09)	\$ (34,481.29)	\$ (2,456.27)	\$ -	\$ -	\$ -	
<u>ARENA - 258</u>									
45900	Amateur Sports Center								
	Revenues and Other Financing Sources	\$ 802,163.92	\$ 856,051.09	\$ 830,370.12	\$ 779,626.00	\$ 829,990.00	\$ 857,152.00	\$ 27,162.00	3.27%
	Expenditures and Other Financing Uses	869,141.55	678,893.47	800,738.50	769,875.31	830,526.00	857,152.00	26,626.00	3.21%
	Net	\$ (66,977.63)	\$ 177,157.62	\$ 29,631.62	\$ 9,750.69	\$ (536.00)	\$ -	\$ 536.00	
<u>MERIT - 270</u>									
42600	MERIT operations								
	Revenues and Other Financing Sources	\$ 231,855.94	\$ 235,186.96	\$ 225,371.48	\$ 225,755.00	\$ 225,282.00	\$ 209,940.00	\$ (15,342.00)	-6.81%
	Expenditures and Other Financing Uses	146,874.44	188,805.15	208,844.25	221,977.06	225,282.00	209,940.00	(15,342.00)	-6.81%
	Net	\$ 84,981.50	\$ 46,381.81	\$ 16,527.23	\$ 3,777.94	\$ -	\$ -	\$ -	
<u>CAPITAL EQUIPMENT LEVY - 401</u>									
various	Capital Equipment								
	Revenues and Other Financing Sources	\$ 1,284,208.47	\$ 1,351,399.09	\$ 651,942.09	\$ 310,072.00	\$ 180,768.00	\$ 320,000.00	\$ 139,232.00	77.02%
	Expenditures and Other Financing Uses	1,356,129.99	1,075,923.63	817,680.57	293,000.00	355,000.00	520,000.00	165,000.00	46.48%
	Net	\$ (71,921.52)	\$ 275,475.46	\$ (165,738.48)	\$ 17,072.00	\$ (174,232.00)	\$ (200,000.00)	\$ (25,768.00)	
<u>STREET IMPROVEMENT LEVY - 495</u>									
43300	Street Improvement								
	Revenues and Other Financing Sources	\$ 378,896.32	\$ 575,736.56	\$ 904,090.65	\$ 379,164.00	\$ 440,625.41	\$ 470,361.00	\$ 29,735.59	6.75%
	Expenditures and Other Financing Uses	614,283.62	684,159.69	1,178,137.10	625,903.00	625,829.00	650,000.00	24,171.00	3.86%
	Net	\$ (235,387.30)	\$ (108,423.13)	\$ (274,046.45)	\$ (246,739.00)	\$ (185,203.59)	\$ (179,639.00)	\$ 5,564.59	
<u>WASTE WATER OPERATING - 602</u>									
49500	Waste Water								
	Revenues and Other Financing Sources	\$ 5,572,756.02	\$ 5,406,662.29	\$ 5,409,670.53	\$ 5,486,337.60	\$ 5,409,949.17	\$ 5,794,969.00	\$ 385,019.83	7.12%
	Expenditures and Other Financing Uses	5,324,253.36	5,506,306.60	4,962,763.59	4,734,740.45	4,898,699.12	5,078,041.00	179,341.88	3.66%
	Net	\$ 248,502.66	\$ (99,644.31)	\$ 446,906.94	\$ 751,597.15	\$ 511,250.05	\$ 716,928.00	\$ 205,677.95	
<u>LIQUOR OPERATIONS - 609</u>									
49700	Liquor								
	Revenues and Other Financing Sources	\$ 6,891,592.87	\$ 6,767,612.01	\$ 7,070,493.65	\$ 6,457,490.00	\$ 6,887,337.48	\$ 7,352,934.00	\$ 465,596.52	6.76%
	Expenditures and Other Financing Uses	6,144,392.19	6,717,747.40	6,756,078.63	6,118,916.40	6,541,032.00	6,835,601.00	294,569.00	4.50%
	Net	\$ 747,200.68	\$ 49,864.61	\$ 314,415.02	\$ 338,573.60	\$ 346,305.48	\$ 517,333.00	\$ 171,027.52	
<u>STORM WATER - 630</u>									
49600	Storm Water								
	Revenues and Other Financing Sources	\$ 1,279,422.94	\$ 1,438,232.75	\$ 1,279,449.67	\$ 1,320,209.00	\$ 1,314,153.45	\$ 1,339,160.00	\$ 25,006.55	1.90%
	Expenditures and Other Financing Uses	1,087,711.80	1,330,825.43	1,602,392.04	1,036,133.30	1,168,397.64	1,268,886.00	100,488.36	8.60%
	Net	\$ 191,711.14	\$ 107,407.32	\$ (322,942.37)	\$ 284,075.70	\$ 145,755.81	\$ 70,274.00	\$ (75,481.81)	
<u>CENTRAL FLEET - 701</u>									
various	Enterprise fleet leasing								
	Revenues and Other Financing Sources	\$ -	\$ 183,000.00	\$ 99,684.00	\$ 59,292.00	\$ 106,170.00	\$ 180,980.00	\$ 74,810.00	70.46%
	Expenditures and Other Financing Uses	-	1,259.03	100,647.15	-	60,900.00	179,080.00	118,180.00	194.06%
	Net	\$ -	\$ 181,740.97	\$ (963.15)	\$ 59,292.00	\$ 45,270.00	\$ 1,900.00	\$ (43,370.00)	
	Report total	\$ 1,092,679.66	\$ 176,132.91	\$ (494,224.10)	\$ 1,066,827.81	\$ 688,609.75	\$ 926,796.00		

Item 28.

RESOLUTION NUMBER 23-087

RESOLUTION ADOPTING A BUDGET FOR 2024

WHEREAS, the State of Minnesota Legislature requires the adoption of a proposed levy on or before September 30, 2023, and a final tax levy prior to December 28, 2023, and

WHEREAS, the City passed a preliminary levy on September 12, 2023; and

WHEREAS, the City did hold a levy and budget public input meeting at 6:00 P.M. on December 5, 2023 prior to the adoption of the final tax levy and budget, and

WHEREAS, it is the intent of the Marshall City Council to adopt a final levy and final budget for 2024

NOW THEREFORE, BE IT RESOLVED, that the final budget for the General Fund of the City of Marshall shall provide for revenues of \$15,163,081 and expenditures of \$15,163,081 of which the revenues will be supported with a tax levy of \$6,087,767; and

BE IT FURTHER RESOLVED, that the budgets be hereby adopted for all other funds.

Passed and adopted by the Common Council this 12th day of December 2023.

THE COMMON COUNCIL

Robert Byrnes, Mayor

ATTEST

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution Adopting Tax Levy for 2024
Background Information:	<p>Minnesota Statute § 412.711 addresses the Consideration of Budget; Tax Levy and states, in part: “The council shall also adopt a resolution levying whatever taxes it considers necessary within statutory limits for the ensuing year for each fund.”</p> <p>At the August 29th Council work session, staff proposed a property tax levy increase of 13.63%. The main contributing factors for this increase were increased personnel and health insurance costs, an increase in debt related levies from 2023 to 2024, and increasing the levy for capital equipment after using grant dollars to lower that levy for 2023.</p> <p>Staff continued to work to reduce increase for the preliminary levy that that was set on September 12th. The 2024 preliminary levy was set at \$8,988,670, which was an increase of 9.9% from the 2023 levy.</p> <p>Staff recommends no change to the final levy - - the final 2024 levy be set at \$8,988,670, which is an increase of 9.9% from the 2023 levy.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve resolution adopting tax levy for 2024

CITY OF MARSHALL
TAX LEVY COMPARISON

	PAYABLE 2020	PAYABLE 2021	PAYABLE 2022	PAYABLE 2023	PAYABLE 2024
General Fund Levy (101)	\$ 4,778,647	\$ 4,957,530	\$ 5,240,384	\$ 5,790,175	\$ 6,087,767
Capital Equipment Levy (401)	\$ 400,000	\$ 400,000	\$ 300,000	\$ 150,000	\$ 300,000
Street Improvement Levy (495)	\$ 250,000	\$ 275,000	\$ 350,000	\$ 350,000	\$ 375,000
Economic Development Authority (208)	\$ 135,000	\$ 135,000	\$ 150,000	\$ 173,486	\$ 173,486
Special Levy (Debt Service)					
321 2010A G.O. Capital Improvement Bonds	\$ 43,257	\$ 53,467	\$ 45,000	\$ 46,983	\$ 35,542
325 2015A G.O. CIP Bonds	\$ 54,416	\$ 53,471	\$ 52,526	\$ 51,463	\$ 55,650
359 2015B G.O. Public Improvement Bonds	\$ 51,305	\$ 50,796	\$ 50,287	\$ 53,874	\$ -
360 2016B G.O. Equipment Certificates	\$ 158,340	\$ 155,295	\$ -	\$ -	\$ -
360 2016B G.O. Public Improvement Bonds	\$ 106,520	\$ 105,703	\$ 110,136	\$ 109,215	\$ 108,292
362 2017A G.O. Public Improvement Bonds	\$ 85,101	\$ 83,157	\$ 89,952	\$ 87,103	\$ 83,795
362 2017A G.O. Equipment Certificates	\$ 39,690	\$ 38,955	\$ 37,853	\$ -	\$ -
369 2011B G.O. Public Improvement Bonds	\$ 19,871	\$ 19,509	\$ 29,116	\$ 31,520	\$ 28,830
371 2012A G.O. Public Improvement Bonds	\$ -	\$ -	\$ -	\$ -	\$ -
372 2013A G.O. Equipment Certificates	\$ -	\$ -	\$ -	\$ -	\$ -
372 2013A G.O. Public Improvement Bonds	\$ -	\$ -	\$ -	\$ -	\$ -
373 2014C G.O. Public Improvement Bonds	\$ 75,000	\$ -	\$ -	\$ -	\$ -
374 2015A G.O. Street Reconstruction Bonds	\$ 92,794	\$ 96,784	\$ 95,419	\$ 93,883	\$ 92,348
375 2018A G.O. Public Improvement Bonds	\$ 100,000	\$ 100,000	\$ 95,000	\$ 84,074	\$ 156,108
376 2016C G.O. Public Improvement Bonds	\$ 60,160	\$ 60,894	\$ 56,243	\$ 63,830	\$ 61,100
377 2017B G.O. Public Improvement Bonds	\$ 43,281	\$ 42,546	\$ 41,940	\$ 41,333	\$ 40,727
378 2020B G.O. Public Improvement Bonds	\$ 50,000	\$ 98,028	\$ 94,156	\$ 95,178	\$ 90,845
394 2020A G.O. Capital Improvement Bond	\$ 250,000	\$ 239,103	\$ 237,791	\$ 235,953	\$ 238,841
379 2021A G.O. Public Improvement Bond	\$ -	\$ -	\$ 155,946	\$ 152,344	\$ 147,703
380 2022A G.O. Public Improvement Bond			\$ -	\$ 198,540	\$ 204,161
381 2023A G.O. Public Improvement Bond					\$ 313,475
subtotal	\$ 1,229,735	\$ 1,197,708	\$ 1,191,365	\$ 1,345,293	\$ 1,657,417
Special Levy Tax Abatement (Debt Service)					
369 2011B Tax Abatement (Country Club Dr.)	\$ 66,791	\$ 70,833	\$ 69,389	\$ 55,000	\$ 60,000
376 2016C G.O. Tax Abatement (Parkway)	\$ 130,940	\$ 132,936	\$ 134,962	\$ 130,000	\$ 130,000
362 2017A G.O. Tax Abatement (Carr Estates)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
375 2018A G.O. Tax Abatement (Justice Park)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 30,000	\$ -
378 2020B G.O. Tax Abatement (Freedom Park)	\$ -	\$ 20,000	\$ 25,000	\$ 25,000	\$ 25,000
379 2021A G.O. Tax Abatement (Patriot Park)	\$ -	\$ -	\$ 40,000	\$ 45,000	\$ 45,000
380 2022A G.O. Tax Abatement (parking lots)			\$ -	\$ 45,000	\$ 45,000
381 2023A G.O. Tax Abatement (parks, etc.)					\$ 50,000
subtotal	\$ 262,731	\$ 288,769	\$ 334,351	\$ 370,000	\$ 395,000
total of Debt Service Funds	\$ 1,492,466	\$ 1,486,477	\$ 1,525,716	\$ 1,715,293	\$ 2,052,417
Total - all funds	\$ 7,056,113	\$ 7,254,007	\$ 7,566,100	\$ 8,178,954	\$ 8,988,670
Approved final levy	\$ 7,056,113	\$ 7,254,007	\$ 7,566,100	\$ 8,178,954	
difference	\$ -	\$ -	\$ -	\$ -	\$ 8,988,670
% increase	3.99%	2.80%	4.30%	8.10%	9.90%

RESOLUTION NUMBER 23-088
RESOLUTION APPROVING 2024 TAX LEVY

BE IT RESOLVED by the City Council of the City of Marshall, County of Lyon, Minnesota, that the following sums of money be levied for the current year, collectable in 2024, upon the taxable property in the City of Marshall for the following purposes:

<u>Description</u>	<u>Amount (\$)</u>
General Fund (101)	\$ 6,087,767
Capital Equipment Fund (401)	300,000
Street Improvement Fund (495)	375,000
Economic Development Authority Fund (208)	173,486
Special Levy (Debt Service Funds)	
321 2010A G.O. Capital Improvement Bonds	\$ 35,542
325 2015A G.O. Capital Improvement Bonds	55,650
360 2016B G.O. Public Improvement Bonds	108,292
362 2017A G.O. Public Improvement Bonds	83,795
369 2011B G.O. Public Improvement Bonds	28,830
374 2015A G.O. Street Reconstruction Bonds	92,348
375 2018A G.O. Public Improvement Bonds	156,108
376 2016C G.O. Public Improvement Bonds	61,100
377 2017B G.O. Public Improvement Bonds	40,727
378 2020B G.O. Public Improvement Bonds	90,845
394 2020A G.O. Capital Improvement Bonds	238,841
379 2021A G.O. Public Improvement Bonds	147,703
380 2022A G.O. Public Improvement Bonds	204,161
381 2023A G.O. Public Improvement Bonds	313,475
Total Debt Service Funds	1,657,417
Special Levy Tax Abatement (Debt Service Funds)	
369 2011B Tax Abatement (Country Club Dr.)	\$ 60,000
376 2016C G.O. Tax Abatement (Parkway)	130,000
362 2017A G.O. Tax Abatement (Carr Estates)	40,000
378 2020B G.O. Tax Abatement (Freedom Park)	25,000
379 2021A G.O. Tax Abatement (Patriot Park)	45,000
380 2022A G.O. Tax Abatement (parking lots)	45,000
381 2023A G.O. Tax Abatement (parks, parking lot)	50,000
Total Tax Abatement Debt Service Funds	395,000
TOTAL LEVY	\$ 8,988,670

The City Clerk is hereby instructed to transmit a copy of this resolution to the Lyon County Auditor/Treasurer.

Passed and adopted by the Common Council this 12th day of December 2023.

ATTEST

THE COMMON COUNCIL

Steven Anderson, City Clerk

Robert Byrnes, Mayor

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of 2024 workers compensation insurance and volunteer-accident plan
Background Information:	<p>The premium for 2024 is attached. The renewal is effective January 1, 2024, with BITCO.</p> <p>The workers compensation insurance covers City employees, elected and appointed officials, volunteer firefighters, Library employees and Marshall Municipal Utilities employees.</p> <p>The Safety Committee continues to meet and discuss safety improvements and/or changes on a regular basis. Along with the continued safety training required for staff on an annual basis, creates a safe workplace environment for staff.</p> <p>Workers' compensation rates for 2024 have increased an average of 36.1% overall, because of increased payroll in 2024 and payout on claims. This was with a \$230,053 annualized premium for 2023 from BITCO.</p> <p>The volunteer-accident plan through CHUBB-Federal Insurance Company has remained constant at a \$2,793 premium from 2023 and 2024 coverage.</p>
Fiscal Impact:	annual 2024 premium is \$315,943
Alternative/ Variations:	
Recommendations:	Approve renewal of the 2024 City's workers compensation insurance with BITCO and volunteer-accident plan with CHUBB.

PREMIUM SUMMARY

Insurer:

BITCO Insurance Companies
CHUBB/Federal Insurance Company

Line of Business	Coverage Period for 2023	Expiring Premiums 1/1/23 to 1/1/24	Renewal Premiums 1/1/24 to 1/1/25
Work Comp (BITCO)	1/1/23 to 2/28/23	\$193,200	\$313,150
Work Comp (LMCIT)	3/1/23 to 1/1/24	\$53,563	
Volunteer - Accident Plan (CHUBB)	3/1/23 to 1/1/24	\$2,341	\$2,793
Total Premium:		\$249,104	\$315,943

***2023 LMCIT Annualized Premium - \$378,918 (Included \$5k deductible per claim)**

***2023 BITCO Annualized Premium - \$230,053 (No deductible)**

Deductible Option with BITCO	Premium
\$1,000 Deductible	\$305,511 (Saves \$7,639)
\$5,000 Deductible	\$291,367 (Saves \$21,783)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, December 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointment to 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> <p>One vacant position for the Diversity, Equity and Inclusion Commission with a term expiring 5/31/26</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve and appoint to the various Boards, Commissions, Bureaus, and Authorities.

**City of Marshall
Boards and Commissions
12/8/2023**

Adult Community Center Commission	Incumbent	New Applications
2 Vacant - Term Expires 5/31/26		
Airport Commission	Incumbent	New Applications
1 Vacant - Term Expires 5/31/26		
Cable Commission	Incumbent	New Applications
2 Vacant - Term Expire 5/31/25		
2 Vacant - Term Expire 5/31/26		
1 Vacant - Term Expires 5/31/24		
Charter Commission	Incumbent	New Applications
No Openings		
Community Services Advisory Board	Incumbent	New Applications
2 Upcoming Vacancies in Feb - Term Expire 2/28/27		
Convention & Visitors Bureau	Incumbent	New Applications
1 Vacant - Term Expires 12/31/26		Keith Petermeier
Diversity, Equity, and Inclusion Commission	Incumbent	New Applications
4 Vacant - Term Expires 5/31/26		Sam Jens
Economic Development Authority	Incumbent	New Applications
No Openings		
Library Board	Incumbent	New Applications
1 Vacant - Term Expires 12/31/26		Michael Fenske
MMU Commission	Incumbent	New Applications
No Openings		
MERIT Center Commission	Incumbent	New Applications
2 Vacant - Term Expiring 12/31/25		
Planning Commission	Incumbent	New Applications
No Openings		
Police Advisory Board	Incumbent	New Applications
No Openings		
Public Housing Commission	Incumbent	New Applications
No Openings		

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, November 28, 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:	

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

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
	January	57	0	57	33
February	89	0	89	37	0
March	99	0	99	28	1
April	97	0	97	41	1
May	125	0	125	40	0
June	98	0	98	37	0
July	109	0	109	35	2
August	111	0	111	39	2
September	79	0	79	35	1
October	96	0	96	45	0
November	74	0	74	34	0
December					

YTD 2023	1034	0	1034	404	7
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Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	743	316
February	757	319
March	750	318
April	728	363
May	920	434
June	846	416
July	878	430
August	938	421
September	901	415
October	959	435
November	808	333
December		
YTD 2023	9228	4200

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6	7	10	14	5	4	9	5	6	9		84
Property Damage	15	25	15	18	19	21	19	17	32	21	25		227
Personal Injury	1	3	5	1	2	3	5	2	3	6	1		32
Fatalities	0	0	0	0	0	0	0	0	0	0	0		0
TOTAL 2023	25	34	27	29	35	29	28	28	40	33	35	0	343

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61	49	44	47	39	42	33	44	50	47		501
Parking Tickets	91	75	23	5	0	1	0	0	0	0	1		196

Activities (Calls For Service)	*High Hours Expended												
	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	11	11	20	14	18	5	20	22	27	13	13		174

Alcohol	0	3	2	2	0	2	1	1	4	0	1		16
Animal Bite	2	3	1	2	4	1	4	1	6	4	3		31
Animal Complaint	10	13	11	20	14	26	16	13	28	15	27		193
Assault	6	4	7	8	11	5	7	8	9	5	2		72
Assists	50	45	48	53	51	54	60	62	53	52	40		568
Auto Theft	3	1	0	1	1	0	2	5	1	1	0		15
Bike Found	0	4	1	2	9	7	15	9	10	10	8		75
Bike Theft	0	0	0	1	5	6	9	5	5	3	1		35
Burglary	0	3	0	1	7	4	9	10	3	1	1		39
Bus Violation	3	5	5	4	5	3	4	0	3	7	6		45
Check Forgery	0	1	0	0	0	0	0	0	0	0	0		1
Check Fraud	1	1	0	0	0	1	0	0	0	1	1		5
Civil Matters	12	10	8	7	17	19	15	20	13	17	13		151
Criminal Sex	2	3	2	3	6	1	3	2	0	4	6		32
Damage to Prp	2	2	4	1	4	2	5	4	1	4	4		33
Death Investigation	0	2	0	1	2	4	5	4	3	3	2		26
Domestics	10	15	12	10	19	12	17	11	15	18	17		156
Drugs/Narcotics	2	3	4	3	2	4	2	3	3	3	0		29
Family Matters	4	9	9	9	12	6	12	11	11	12	12		107
Fire Alarm	0	2	0	0	0	0	0	1	1	0	1		5
Gas Meal Assist	3	1	2	4	4	2	8	5	3	1	0		33
Gun Permits	4	10	15	8	10	5	8	4	4	17	13		98
Harassment	8	5	6	5	11	18	6	10	16	11	6		102
Intoxicated/Detox	2	2	3	1	3	1	4	4	2	1	2		25
Keys Locked In vehicles	27	21	26	24	26	21	35	24	28	26	27		285
Mental Health	8	9	6	14	8	9	12	6	7	13	7		99
Fraud	2	6	6	5	2	7	1	0	0	1	1		31
Parking Complaints	76	69	38	17	18	14	11	22	9	17	17		308
Party Loud Party	1	3	3	2	5	10	6	6	4	16	5		61
Pred - Sex Offender	2	2	1	1	0	2	2	0	1	0	3		14
Property Found	1	3	10	12	13	8	16	13	6	2	6		90
Public Disturbance	5	7	9	11	14	14	17	9	7	8	8		109
Pursuit	0	0	0	1	0	0	0	0	0	0	0		1
Runaway	2	3	7	3	9	2	8	4	12	15	3		68
Escort Funeral,other	13	13	8	7	9	13	12	13	13	11	7		119
Search Warrant	1	0	0	1	0	0	1	0	0	0	0		3
Suspicious Anything	38	34	42	50	97	110	43	51	38	47	37		587
Suspicious Vehicle	3	4	3	5	6	7	12	13	8	15	6		82
Tobacco Violation	1	1	2	2	0	1	0	0	7	3	3		20
Theft	17	18	14	14	28	28	40	37	33	39	21		289
Trains	1	0	0	1	0	0	0	0	1	0	0		3
Transport (Marshall PD etc)	1	2	2	2	3	2	2	0	0	1	1		16
Trespassing	10	6	6	9	10	13	7	8	3	8	5		85
Traffic Related Complaints	190	224	200	142	199	145	149	123	150	138	150		1810
Unsecured Building	0	1	2	2	0	2	4	3	2	0	2		18
Vandalism	0	6	4	11	9	17	8	22	3	4	3		87
Violation of OFP	6	3	5	1	4	8	2	6	1	2	3		41
Warrant Pickups	11	5	7	11	12	7	10	18	12	14	14		121
Welfare Checks	21	27	25	26	27	19	15	32	18	31	29		270
Welfare Fraud	0	0	0	0	0	0	0	0	0	0	0		0
ERU Activated	0	0	0	1	0	0	0	0	0	0	0		1
Weapons Involved	1	1	0	5	1	1	0	3	2	3	1		18
YTD 2023	573	626	586	540	715	648	645	628	586	617	538	0	6702

OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	5	9	5	12	3	8	15
February	13	16	16	6	17	14	7
March	4	23	25	15	13	12	7
April	16	8	9	19	12	17	16
May	8	18	19	15	16	29	20
June	3	17	12	17	11	30	9
July	11	15	27	12	13	17	14
August	8	17	15	27	15	7	22
September	21	5	13	6	11	7	16
October	12	11	14	13	10	14	22
November	13	4	13	10	13	11	10
December							

YTD 2023	114	143	168	152	134	166	158
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	23	25	28	28	34	29	42	31	15	25	18		298
Gross Misdemeanors	21	17	22	20	26	16	25	25	23	31	28		254
Misdemeanors	14	19	24	27	34	30	31	45	35	39	22		320

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

FROM: Sharon Hanson, City Administrator

DATE: December 12, 2023

SUBJECT: Administrative Brief

CITY ATTORNEY

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

- Attended meetings.
- Reviewed contracts for Staff.
 - CVB contract
 - Begin review of Adult Community Center Contracts (with MASC and LSS)
- Drafted documents
 - Drafted agreement for Administrative Hearing Officers for Council review.
 - Finalize parking lot agreement.
 - Prepare memo for staff regarding questions related to access points and Susan Drive near 59.
- Attended L&O Commission meeting.
 - Finalized rental ordinance from last committee meeting for L&O.
- Responded to question from staff about RFP process.
- Participated in final Rental Ordinance Review Committee and prepared final revision for L&O and Weighs & Means, based on Committee feedback.
- Worked on Charter Commission documents.
- Worked with staff on variance questions.
- Worked collaboratively with staff on Planning Commission items. Discuss next steps regarding containers since ordinance change.
- Answer staff question related to rezoning requirements, and legal descriptions.
- Begin work with staff on Chlorides questions.
- Worked with staff on transition of files from former attorney.
- Discussed with Clerk the heightened vote required for approval of summary publication of ordinances (separate from vote on ordinance itself).
- Worked on finding Administrative Hearing Officers.
- Counseled MMU on PFAS, including reviewing contract for outside counsel. Attended closed meeting. Drafted Resolution delegating authority to General Manager to retain PFAS attorney.

Work of other K&G Attorneys:

- Attorney Mikhail worked on resolution of Qwik Trip matter
- Attorney Gilchrist provided insight on MMU agendas.
- Attorney Lykke drafted documents in anticipation of sales tax.

November criminal prosecution numbers are as follows:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2023	2022 Comparison
Prosecution	3		8		4	5	1	21	21
Dismissed									
Non-Prosecution	4					2	2	8	5
Refer to County									

ADMINISTRATION

- This past month attended the Coalition of Greater MN Cities Fall Conference in Willmar where legislative policies for the upcoming legislative session were discussed and approved as well as general information sessions regarding a variety of city topics.
- Staff continue to work with community partners on the aquatic center project and recently met with a group of citizens who would like to form a committee to provide sponsorship and supporter opportunities to further advance the aquatic center and its amenities. In addition, the Marshall Community Foundation has been meeting to discuss their ability to take in funds specific to the Aquatic Center project.
- Discussed and spoke to future strategic plan facilitator regarding updating our city’s strategic plan. A proposal was received, and future work and dates will be scheduled.
- A committee has been formed to help plan for the Juneteenth celebration in 2024. The city was asked to sponsor the event and take a more active role this upcoming year. We are planning events to take place on the actual day of June 19th.
- Continued discussions on budget, EDA matters, staffing and personnel discussions also occurred this past month.

Economic Development Authority

- **Kwik Trip**- The Quite Claims have been resolved on Kwik Trip’s second location and site review has begun. Demo permits have been issued and construction is anticipated to begin in June.
- **Main Street Revitalization Grant** – Staff is beginning to accept completed applications and are awaiting payment from SWIF/MNDEED.
- **SWWC** – Soil testing has been completed and survey work will be done to begin platting process.
- **On the Horizon** – Staff completed a new video featuring the Block 100 apartment, will be distributed the week of December 18th.
- **Market Street Mall** – Staff is working with building owner on leasing additional spaces.

Human Resources

- Staffing:
 - The city welcomed a new employee, Jonathan Monterroso on November 27th. Jonathan will serve as a part-time police officer. Two additional candidates have accepted conditional offers for full-time Police Officer positions; both candidates are being backgrounded.
 - Mechanic—the city will welcome Anthony Scholten on December 18th.
 - Office Specialist (community services)—recruitment for this position began 12/05/2023 following a voluntary resignation.

- Temporary/seasonal: a variety of temporary and seasonal positions are being recruited and filled by the Community Services department.
- Safety: employees were trained on winter driving safety, accident/near miss investigations, our G.O.A.L. safety program, and an annual review. Our MMUA safety consultant presented a 2024 training curriculum that was approved by the safety committee.
- Staff are also preparing to complete the City's Pay Equity report, which is due by January 31, 2024. Per the Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules Chapter 3920, local government jurisdictions are required to submit a Pay Equity Report to the State of Minnesota every three years.
- HR Manager has initiated supervisory training on the new earned sick and safe time leave law that becomes effective 01/01/2024. The Council will consider amended personnel policies at the 12/12/23 meeting to comply with this new law.

Clerk

- Attended the Public Accuracy Test at the Lyon County Courthouse.
- Held the Special Election for the referendum vote of the Marshall Aquatic Center sales tax extension.
- The Equipment Review Committee met to discuss the capital improvement projects budget for 2024.
- The Legislative and Ordinance Committee met to discuss the Rental Registration ordinance and prohibition of smoking and cannabis on public property and city facilities.
- Preparing an Administrative Citation Hearing handbook and associated information to provide to prospective hearing officers.

Finance

- 2024 Budget: Adoption of the final property tax levy and budget, along with approval of the 5-year Capital Improvement Plan, will be recommended to Council at this meeting (12/12).
- 2024 Bonding: Staff continues to update project estimates for items in the Capital Improvement Plan that may be included with 2024 bonding. The process has been initiated to ensure funding is secured for 2024 projects.
- 2023 Audit: Staff has started preparations of the 2023 financial statements and supporting documentation.

Assessing

- No Report

Liquor Store

- November Financials: Sales 620,283 +.8%, Customer Count 17,214 +1.62, Ticket Average \$36.03 -.80. Sales slightly up for the month along with Customer Counts. Ticket average slightly down for the month.
- "Tis the Season" Holiday tasting event scheduled for December 14th 5pm-7pm at the store. This is your chance to try before you buy several liquor, wine and beer products at discounted prices.

COMMUNITY SERVICES

Parks & Recreation

- We are excited for our winter/spring brochure to be released to the public the third week of December, many new and traditional activities and programs offered through the months of January – April for all community members to be part of.
- Open skating and hockey continue to draw big crowds at the Red Baron Arena, there will be offering daytime skating during the holiday week of December 26th-29th from 1:00-4:00pm

- Adult volleyball and basketball leagues are into their respective seasons with over 40 teams participating this winter/spring.
- Construction of new picnic pavilion at Amateur Sports Center is complete and turned out great.
- New inclusive playground equipment for Justice Park will be here next week – tentative plan is for spring 2024 install.
- Working with staff and “Jump In, Make a Splash” committee on fundraising and sponsorship opportunities for new Aquatic Center.
- Baskets have been installed for 18-hole disc golf course at Independence Park – completion of the course will take place next year with ribbon cutting
- Legion Field shelter has been renovated with new siding, electrical, and lighting
- Staff is installing roofing on pergola at Terrace 1872
- Red Baron Arena and Expo has been extremely busy with tournaments, Ice Dogs games as well as Community Services programs.
- Working with CVB on renewed contract for services at Red Baron Arena and Expo – will be presented at 12/12/23 Council meeting.
- Continuing to work towards shared facilities use agreement between City of Marshall and SMSU – near completion and will come to Council for final approval.

Community Education

- Wrapping up the last of the Fall CE courses with Robotics completing on December 30th.
- Starting to gather details/logistics for 4th of July event.
- Finalized Community Education section of Winter/Spring brochure.
- Visit Santa event coming up on Dec 18 and 21 at the Marshall Library.
- Continuing to meet with other CE directors to learn more about program offerings, driver’s education, etc.
- It Begins With Us (formerly Cultures on the Prairie) event February 12 & 13.
- Holiday events are in full swing at the ACC, December activities include Holiday Party, SMSU Planetarium trip, Christmas Tree walk at the Museum, in addition to all regular scheduled programming.

Studio 1

- Hockey broadcast season is in full-swing as of mid-November. We covered several varsity games, the 10u/12u tournament, the MHS Tiger Thanksgiving Classic as well as the Fairbanks Ice Dogs.
- We have also covered several school concerts and plays so far this month.
- We will be commissioning a new broadcast automation server this week as our current one from 2016 has become troublesome and is no longer supported for important security updates. The new server provides 10x more storage space of Video-On-Demand files for internet streaming than our current one.
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 200 open permits.
- Family Dollar, a dental clinic, and Kwik Trip (E College Dr) are the largest projects under construction.
- Rental Ordinance ready for Council approval

- Sign ordinance is being reviewed.

PUBLIC WORKS DIVISION

Engineering

- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction (R&G Construction Co.) –The Addison Parking lot will be reconstructed in the spring.
- Project SWM-002: Legion Field Stormwater Project –Staff is currently working on the Final Change Order and Payment on the project.
- Project ST-012-2024: South Whitney Street Reconstruction Project (East College Drive to Jean Avenue) – Staff is currently working on the design and specifications for this project.

Building Maintenance

- No report

Street Department

- No report

Airport/Public Ways Maintenance

- No report

Wastewater

- Staff have completed 225 preventative maintenance work orders in the last 30 days.
- Fall sump pump program work has been completed.
- Interest in the water softening rebate program has been slow but steady. Around \$41,850 of funding is still available.
- We are currently running a series of Whole Effluent Toxicity (WET) testing.
- Biosolids application has been completed, working on clean-up of equipment and year end MPCA and EPA final reporting.
- HWY 23 ATS and VFD replacement started the week of 12-4-2023, should be completed at the end of the week.
- Continuing trial using sodium aluminate for phosphorus removal.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to fourteen (14) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (9)
 - Fire; Structure (3)
 - Medical Assist (0)
 - Vehicle Accident (2)
 - Other – Assist (0)

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 808 calls for the month of November. 74 criminal offenses were reported with a total number of 34 adults arrested.

OFFICER'S REPORT

- Alarms (13)
 - Accidents (35)
 - Alcohol involved incidents (1)
 - Assaults (2)
 - Domestic Assaults (17)
 - Burglaries (1)
 - Criminal Sexual Conduct (6)
 - Damage to Property (4)
 - Keys Locked in Vehicles (27)
 - Loud Party (5)/ Public Disturbances (8)
 - Thefts (21)
 - Traffic Related Complaints (150)
 - Vandalism (3)
 - Warrant Pickups (14)
 - Welfare Checks/Mental Health (36)
- Jonathon Monterosso has started phase 1 of our Field Training Program. Officer Monterosso has been hired as a part-time police officer.
 - Preliminary discussions have started related to the implementation of MOLLE Vests (Modular Light-weight Load-Carrying Equipment vests) for our officers. These vests will allow for needed equipment to be carried with less stress on officer's hips and backs. The average weight of an officer's duty belt is approximately 20 lbs. or more. Significant research has been done in this area and many departments are transitioning to MOLLE Vests.

DETECTIVE REPORT

- A 28-year-old Marshall woman was arrested and charged with three counts of Criminal Vehicular Operation stemming from an investigation into a traffic incident that resulted in substantial bodily harm to another. Detectives executed several search warrants to gather additional evidence.
- Five cases of Criminal Sexual Conduct were investigated.
- Two separate cases of Predatory Offender Registration Violations were investigated and forwarded to the Lyon County Attorney's Office for charges.
- Nineteen theft reports were investigated during the month of November.
- Two death investigations were completed.
- Twenty-eight child protection reports and eight reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.

MERIT CENTER

- In November, MN West conducted Fire & EMS Instructor Meeting, CPR/First Aid/AED training, Lyon County Safety Review, and CDL training utilizing the driving track at the MERIT Center.
- On November 1st North Star Training and Consulting NFPA 1001 with 33 attendees. This is the first of multiple classes.
- ADM held Safety Training on November 6th with 48 people attending.
- On November 7th the USDA/FSA held their D4/D5 Manager's Meeting with 19 people attending.
- On November 8th AFSCME Retirees held their Retiree meeting with 2 people attending.
- The MERIT Commission Meeting was held on November 16th with 8 people attending.
- CENTROL held their Annual Meeting on November 21st with 70 people attending.
- From November 28th to November 30th, Armor Training held Global Wind Organization (GWO) training for QEIS, a company from South Carolina, with 3 people attending each day.
- On November 29th NG 9-1-1 Committee Meeting 2023 was conducted by SW Communication Board with 9 people in attendance and more virtually.
- On November 30th ARMER Train the Trainer was conducted by SW Communication Board.
- The MERIT Center was utilized 15 out of 30 days in November with 278 people attending these training/events.

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 12, 2023
Category:	INFORMATION ONLY
Type:	INFO
Subject:	Project MMU-001: T.H. 23 Watermain Crossing Project – Project Closeout
Background Information:	<p>This project consisted of: Installation of a 24" Casing pipe (Jack and Bore or Directional Drilled) with a 16" Watermain Crossing T.H.23 approximately 225' East of the intersection of T.H. 23 & Travis Road mile marker 72. Watermain Crossing, Installation of a 12" Casing pipe (Jack and Bore or Directional Drilled) with a 8" Watermain Crossing T.H.23 approximately 300' East of the intersection of T.H. 23 & Saratoga Street mile marker 73.</p> <p>This project had no direct cost for the City of Marshall. The project was a “water-only” project, and the water utility is managed by the Marshall Municipal Utilities Commission. The City served as the engineer for the project and provided design, inspection, and administration of the project in the same manner as city capital infrastructure projects. The City charged MMU a 16% fee for engineering services rendered on the project, which is the same fee typically charged as outlined in the cooperative agreement with MMU.</p> <p>All work has been completed in accordance with the specifications.</p> <p>The final contract amount was \$557,485.00. The original contract amount was \$579,625.00. The final calculations result in a total contract net decrease of \$22,140.00 or -3.82%. Attached is a copy of Pay Request No. 4 (Final) for your information.</p>
Fiscal Impact:	The project was funded entirely by MMU, with MMU compensating the City of Marshall for engineering services that were provided on the project.
Alternative/ Variations:	Informational only.
Recommendations:	Informational only.

Contract Number: MMU-001 (MMU Project #482)
Pay Request Number: 4

Project Number	Project Description
MMU-001 (MMU Project #482)	T.H. 23 WATER MAIN CROSSING PROJECT

Contractor: TE Underground LLC 293 N Tyler St Tyler, MN 56178	Vendor Number: Up To Date: 10/30/2023
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Contract Amount

Funds Encumbered

Original Contract	\$579,625.00	Original	\$579,625.00
Contract Changes	(\$22,140.00)	Additional	(\$22,140.00)
Revised Contract	\$557,485.00	Total	\$557,485.00

Work Certified To Date

Base Bid Items	\$205,885.00
Contract Changes	\$351,600.00
Material On Hand	\$0.00
Total	\$557,485.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$3,000.00	\$557,485.00	\$0.00	\$526,760.75	\$30,724.25	\$557,485.00
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By: Marshall Municipal Utilities

Approved By: TE Underground LLC

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-07-26	\$269,710.41	\$13,485.52	\$256,224.89
2	2023-08-23	\$148,412.45	\$7,420.62	\$140,991.83
3	2023-09-14	\$136,362.14	\$6,818.11	\$129,544.03
4	2023-10-30	\$3,000.00	(\$27,724.25)	\$30,724.25

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
MMU TH 23 Crossings	1	\$557,485.00	\$0.00	\$526,760.75	\$30,724.25	\$557,485.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
MMU-001 - MMU	Local / Other[2]	\$30,724.25	\$557,485.00	\$557,485.00	\$557,485.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/00010	MOBILIZATION	LS	\$21,000.00	1	0	\$0.00	1	\$21,000.00
Base Bid	2	2411.601	METER MANHOLE	LS	\$8,000.00	1	0	\$0.00	1	\$8,000.00
Base Bid	3	2451.609/00060	AGGREGATE FOUNDATION	TON	\$50.00	50	0	\$0.00	50	\$2,500.00
Base Bid	4	2503.603	16" CASING PIPE (TRENCHLESS)	L F	\$695.00	0	0	\$0.00	0	\$0.00
Base Bid	5	2503.603	24" CASING PIPE (TRENCHLESS)	L F	\$780.00	0	0	\$0.00	0	\$0.00
Base Bid	6	2504.602/00053	8"X6" REDUCER	EACH	\$1,000.00	3	0	\$0.00	3	\$3,000.00
Base Bid	7	2504.602	14" PIPE PLUG	EACH	\$1,700.00	1	0	\$0.00	1	\$1,700.00
Base Bid	8	2504.602	16" PIPE PLUG	EACH	\$1,700.00	1	0	\$0.00	1	\$1,700.00
Base Bid	9	2504.602/00203	6" SLEEVE	EACH	\$900.00	3	0	\$0.00	3	\$2,700.00
Base Bid	10	2504.602/00208	16" SLEEVE	EACH	\$3,500.00	1	0	\$0.00	1	\$3,500.00
Base Bid	11	2504.602	6" PIPE BEND 45 DEGREE	EACH	\$1,500.00	8	0	\$0.00	8	\$12,000.00
Base Bid	12	2504.602	16" PIPE BEND 45 DEGREE	EACH	\$500.00	2	0	\$0.00	2	\$1,000.00
Base Bid	13	2504.602	8"X8" TEE FITTING	EACH	\$2,700.00	1	0	\$0.00	1	\$2,700.00
Base Bid	14	2504.602/00588	16"X16" TEE FITTING	EACH	\$5,200.00	1	0	\$0.00	1	\$5,200.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	15	2504.602/00806	6" GATE VALVE & BOX	EACH	\$4,500.00	3	0	\$0.00	3	\$13,500.00
Base Bid	16	2504.602/00816	16" GATE VALVE & BOX	EACH	\$17,500.00	1	0	\$0.00	1	\$17,500.00
Base Bid	17	2504.603/02006	6" PVC WATERMAIN	L F	\$50.00	109	0	\$0.00	109	\$5,450.00
Base Bid	18	2504.603/02008	8" PVC WATERMAIN	L F	\$70.00	281	0	\$0.00	281	\$19,670.00
Base Bid	19	2504.603/02016	16" PVC WATERMAIN	L F	\$65.00	1201	0	\$0.00	1201	\$78,065.00
Base Bid	20	2563.601/00010	TRAFFIC CONTROL	LS	\$3,700.00	1	0	\$0.00	1	\$3,700.00
Base Bid	21	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	\$400.00	0	0	\$0.00	0	\$0.00
Base Bid	22	2574.507/00104	BOULEVARD TOPSOIL BORROW	C Y	\$50.00	0	0	\$0.00	0	\$0.00
Base Bid	23	2575.501/00020	TURF ESTABLISHMENT	LS	\$3,000.00	1	1	\$3,000.00	1	\$3,000.00
Base Bid Totals:								\$3,000.00		\$205,885.00

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
MMU-001 (MMU Project #482)	Base Bid	\$3,000.00	\$205,885.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
MMU-001 (MMU Project #482)	CO1	4	2503.603 16" CASING PIPE (TRENCHLESS) (L F)	\$695.00	-230	(\$159,850.00)	ADJ				
MMU-001 (MMU Project #482)	CO1	5	2503.603 24" CASING PIPE (TRENCHLESS) (L F)	\$780.00	-282	(\$219,960.00)	ADJ				
MMU-001 (MMU Project #482)	CO1	24	2503.603 16" CASING PIPE (TRENCHLESS) (L F)	\$600.00	230	\$138,000.00	ITM	\$0.00	\$0.00	226	\$135,600.00
MMU-001 (MMU Project #482)	CO1	25	2503.603 24" CASING PIPE (TRENCHLESS) (L F)	\$720.00	282	\$203,040.00	ITM	\$0.00	\$0.00	300	\$216,000.00
MMU-001 (MMU Project #482)	CO2	10	2504.602/00208 16" SLEEVE (EACH)	\$3,500.00	-1	(\$3,500.00)	ADJ				

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Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Project #482)											
MMU-001 (MMU Project #482)	CO2	11	2504.602 6" PIPE BEND 45 DEGREE (EACH)	\$1,500.00	4	\$6,000.00	ADJ				
MMU-001 (MMU Project #482)	CO2	15	2504.602/00806 6" GATE VALVE & BOX (EACH)	\$4,500.00	1	\$4,500.00	ADJ				
MMU-001 (MMU Project #482)	CO2	17	2504.603/02006 6" PVC WATERMAIN (L F)	\$50.00	51	\$2,550.00	ADJ				
MMU-001 (MMU Project #482)	CO2	18	2504.603/02008 8" PVC WATERMAIN (L F)	\$70.00	-37	(\$2,590.00)	ADJ				
MMU-001 (MMU Project #482)	CO2	19	2504.603/02016 16" PVC WATERMAIN (L F)	\$65.00	14	\$910.00	ADJ				
MMU-001 (MMU Project #482)	CO2	21	2573.502/00110 STORM DRAIN INLET PROTECTION (EACH)	\$400.00	-2	(\$800.00)	ADJ				
MMU-001 (MMU Project #482)	CO2	22	2574.507/00104 BOULEVARD TOPSOIL BORROW (C Y)	\$50.00	-20	(\$1,000.00)	ADJ				
MMU-001 (MMU Project #482)	CO2	24	2503.603 16" CASING PIPE (TRENCHLESS) (L F)	\$600.00	-4	(\$2,400.00)	ADJ				
MMU-001 (MMU Project #482)	CO2	25	2503.603 24" CASING PIPE (TRENCHLESS) (L F)	\$720.00	18	\$12,960.00	ADJ				
Contract Change Totals:									\$0.00		\$351,600.00

Contract Change Totals			
Number	Description	Effective Date	Amount
1	<p>The Contractor proposed changing pipe installation method from jack and bore to a directional drilling operation. The resulting change of installation method amends the casing pipe material from a steel casing to a locking joint C900 PVC casing pipe. The change results in a project cost savings as identified in the below email from T.E. Underground.</p> <p>From: Tony Dybdahl Sent: Tuesday, March 14, 2023 11:02 AM To: Kelsey Christensen Subject: Re: Project MMU-001 MN 23 Crossings</p>	03/17/2023	(\$38,770.00)

	<p>Good morning Jason</p> <p>After reviewing pvc quote here is what i come up with. Bid item #4 would go from 695 per foot to 600 per foot which is a saving of 21,850 Bid item #5 would go from 780 per foot to 720 per foot which is a saving of 16,920 Total saving for directional would be 38,770.</p> <p>Tony Dybdahl TE Underground LLC Office: 507-247-5819 cell: 507-530-6482</p>		
2	Final Reconciling Change Order	10/30/2023	\$16,630.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$557,485.00
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MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
ALLEN/J REGAN & JULIE	214 HILL ST N, 214 HILL ST N	Re-Siding, Windows	38000.00	11/29/2023
BABCOCK CONSTRUCTION	609 PLEASANT ST	Windows	975.00	11/27/2023
BABCOCK CONSTRUCTION	408 ELAINE AVE, 408 ELAINE AVE	Doors, Re-Siding	18275.00	12/06/2023
HARVEY SIGN SERVICE LLC	1213 COLLEGE DR E	Wall Mounted Sign	8000.00	11/28/2023
HARVEY SIGN SERVICE LLC	1213 COLLEGE DR E	Other	10000.00	11/29/2023
HARVEY SIGN SERVICE LLC	1213 COLLEGE DR E	Accessory Structure & Equipment (solar panels, antennas, etc)	12000.00	11/29/2023
Kevin V Goslar	603 THOMAS AVE W	HVAC - Furnace	4500.00	12/06/2023
MAAC	822 MAIN ST W	Building Demolition - Total Building ONLY	22059.00	11/29/2023
MAAC	900 MAIN ST W	Building Demolition - Total Building ONLY	23271.00	11/29/2023
MAAC	814 MAIN ST W	Building Demolition - Total Building ONLY	117824.00	11/29/2023
Nick Schwarz	501 STATE HWY 23 S	Wall Mounted Sign	660.05	11/29/2023
Nick Schwarz	501 STATE HWY 23 S	Wall Mounted Sign	660.80	11/29/2023
SIENNA IVY REALTY LLC	509 KATHRYN AVE	Windows	3000.00	11/30/2023
Sparta Capital Inc dba MAAC	902 MAIN ST W	Building Demolition - Total Building ONLY	21715.00	11/29/2023

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

December

- 12/12 Public Improvement and Transportation Committee, 4:00 PM, City Hall
 - 12/12 Board & Commission Interview, 5:00 PM, City Hall
 - 12/13 Charter Commission, 5:15 PM, City Hall
 - 12/19 Board & Commission Interview, 4:45 PM & 5:00 PM, City Hall
 - 12/19 Special Meeting, 5:30 PM, City Hall
 - 12/26 Regular Meeting, Canceled
-

January

- 01/09 Regular Meeting, 5:30 PM, City Hall
- 01/23 Regular Meeting, 5:30 PM, City Hall

2024 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

1. December 10, 2024
2. December 24, 2024

2023 Uniform Election Dates

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

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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