



**CITY OF MARSHALL
City Council Meeting
A g e n d a**

**Tuesday, December 17, 2024 at 5:30 PM
City Hall, 344 West Main Street**

OPENING ITEMS

1. Recognition of Steve Meister

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider Approval of the Minutes of the Meetings Held on December 10th

PUBLIC HEARING

3. Request of an On-Sale Wine License for the Marshall A's Baseball Assoc.1) Public Hearing 2) Consider a Request to Approve an On-Sale Wine and 3.2% Malt Liquor License for the Marshall A's Baseball Assoc.

AWARD OF BIDS

4. Project AP-008: Instrument Landing System (ILS) Replacement-Runway 12 - Consider Award of Bids and Authorize to Submit Grant Request

CONSENT AGENDA

5. Consider Approval of Employee Retirement Resolutions
6. Consider Approval of a Resolution to Authorize the Finance Director to Pay Certain Claims
7. Consider Approval of Adult Community Center Rental Contracts with ABE and Lutheran Social Services
8. Authorize Transfer of Funds and Temporary Financing for Aquatic Center
9. Authorize Transfer of Funds for Debt Service Funds
10. Consider Amendment 1 to Commercial Lease and Fixed Base Operator's Agreement with Southwest Aviation
11. Consider Approval of Liquor License Renewals for 2025
12. Consider Approval of Taxicab License Renewals
13. Consider Acceptance of Donations to the Adult Community Center
14. Consider Acceptance of Donations to the Marshall Fire Department
15. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

16. Notice of Closure from Broadmoor Manufactured Home Park
17. Consider Approval of the Labor Agreement Between the City and Law Enforcement Labor Services, Inc., Local No. 245
18. Acceptance of Donations Made to the Marshall Parks and Recreation Department for FY 2024
19. Consider Acceptance of Donations to the Administration Department
20. Tiger Office Park - 1) Approval of Preliminary Plat; 2) Consider Resolution Adopting the Final Plat
21. Project PK-034: Camden Trail – Northern Section Overlay Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Transportation Alternatives Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Transportation Alternatives Project
22. Approve the 2025 through 2039 Lease Agreement for Golf Range Use Between the City of Marshall and the Marshall Golf Club and Adopt Resolution 24-124 Authorizing Execution of Marshall Driving Range Agreement
23. Appoint Pam Whitmore, Kennedy and Graven as Civil Attorney and Matt Gross as Criminal Attorney, Approve Legal Services Agreement with Kennedy and Graven and Quarnstrom and Doering
24. Consider Approval of the 5 Year Capital Improvement Plan (CIP)
25. Consider Resolution Adopting Tax Levy for 2025
26. Resolution Adopting 2025 Budget

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.

- [27.](#) Adopt City of Marshall Diversity Equity and Inclusion Strategic Plan 2025-2030
- [28.](#) Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.

COUNCIL REPORTS

- [29.](#) Commission/Board Liaison Reports
- 30. Councilmember Individual Items

STAFF REPORTS

- 31. City Administrator
- 32. Director of Public Works/City Engineer
- 33. City Attorney

INFORMATION ONLY

- [34.](#) Cash and Investments
- [35.](#) Building Permits

MEETINGS

- [36.](#) Upcoming Meetings

ADJOURN

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, December 17, 2024
Category:	OPENING ITEMS
Type:	INFO
Subject:	Recognition of Steve Meister
Background Information:	Steve Meister served 2 terms as a Councilmember for the City of Marshall Ward 2 from 2017-Present. Steve was born in St. Paul and raised in Cloquet where he attended Cloquet Senior High School. He received his Bachelor of Arts degree at Dana College in Blair, NE in 1988. He obtained his medical degree from the University of Minnesota School Of Medicine in 1997. His first taste of life as a Marshall resident was in 1995 when he did his 3rd year of medical school at ACMC through the U of MN School of Medicine Rural Physician Associate Program (RPAP). He served in the United States Navy for 7 years obtaining the rank of Lieutenant Commander. Upon discharge from the U.S. Navy, Steve relocated to Marshall and has been a resident since 2004. Dr. Meister is a board certified family physician. In 2012 Dr. Meister obtained his Master's in Business Administration degree through the University of St. Thomas in Minneapolis, MN. He has been employed by ACMC Health since 2004.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, December 17, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes of the Meetings Held on December 10th
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 December 10th 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, December 10, 2024**

The work session of the Common Council of the City of Marshall was held December 10, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 4:00 PM by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, James Lozinski, John Alcorn and See Moua-Leske. Absent: Steve Meister. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Jason Anderson, Director of Public Works/City Engineer; Eric Hanson, Asst. City Engineer; Preston Stensrud, Park and Rec Supervisor; and Steven Anderson, City Clerk.

Councilmember Schafer attended via interactive technology due to being out of state.

Aquatic Center Update

Administrator Hanson briefly introduced Stockwell Engineering and Contegrity Group Incorporated. David Locke of Stockwell Engineering reviewed the original design of the pool and add alternates. A floating lily pad and private shade structures were not included in the new proposed alternates. A majority of the alternates were to include piping for future expansion of the aquatic center. Hanson asked about the money that was donated specifically for the splashpad and if that request was included as part of the alternate bid. Hanson also asked for clarification on the number of lifeguards that would be needed since the amount of water would be reduced. Pete and Larry Filippi of Contegrity Group reviewed the budget and proposed schedule. Contegrity was estimating to seek advertisements of bids in late January of 2025. Lozinski questioned the amounts of the contingencies that were estimated and also wanted to know the amount to remove the old pool as it was not included in the new project. From the previous bid documents the removal of the old pool was estimated to be \$350,000. Contegrity felt the timing of the bids would generate more interest and better bids.

At 4:40 PM Mayor Byrnes adjourned the meeting.

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, December 10, 2024**

The regular meeting of the Common Council of the City of Marshall was held December 10, 2024, 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, See Moua-Leske, John Alcorn and James Lozinski. Absent: Steve Meister and Amanda Schroeder. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Jim Marshall, Director of Public Safety; Eric Hanson, Asst. City Engineer; Dave Parson, City Assessor, Preston Stensrud, Park and Rec Supervisor; Quentin Brunsvold, Fire Chief; Karla Drown, Finance Director; Ilya Gutman, Plans Examiner; and Steven Anderson, City Clerk.

Councilmember Schafer attended via interactive technology due to being out of state.

Consider Approval of the Minutes of the Meetings Held on November 26th

There were no requests to amend the minutes from November 26, 2024.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve the minutes as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Approval of the Consent Agenda

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve the items on the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

- Consider Lease Agreement between Vishay Hirel Systems LLC and the City of Marshall
- Consider Approval of 2025 Workers Compensation Insurance and Volunteer-Accident Plan
- Tiger Office Park – Introduction of Preliminary Plat
- Consider Approval of 3.2% Malt Liquor License Renewal for 2025
- Consider Approval of Tobacco License Renewal for 2025
- Consider Authorization to Declare Vehicles as Surplus Property for the Marshall Police Department
- Authorization to Accept Donations Made to the Marshall Police Department
- Consider Approval of the Bills/Project Payments

Consider Redesign of Marshall Aquatic Center and Direct Contegrity and Stockwell to Develop Final Plans, Specifications and Bidding Documents for a Proposed January 2025 Advertisement for Bid Request to Council

On August 29, 2024, the city opened bids for the Marshall Aquatic Center project. Due to higher than estimated bids being received, during the September 10, 2024, meeting, City Council rejected the bids and gave authorization and direction to staff to explore construction management services for the aquatic center. At the September 24, 2024, Council meeting, the Council authorize staff to finalize an agreement with Contegrity Group, Inc. Since that time Contegrity had been working with Stockwell Engineering and contract providers on redesigned elements that could be incorporated into final redesigned bid documents. The Aquatic Center Committee met to review a redesigned aquatic center and recommended the proposed redesigned concept come forward to Council for consideration. Stockwell Engineering briefly went over the main redesign element changes, such as reducing the number of lanes of the lap pool from eight to four, shrinking and combining buildings, and reducing the amount of water per square foot by 20%-22%. Contegrity provided an overview of the proposed pool project budget and timeline for completion.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to accept the redesign concepts of the Marshall Aquatic Center and to direct Contegrity Group Inc. and Stockwell Engineering to develop final plans,

specifications, and bidding documents. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Consider an Ordinance Amending Ch. 14 Animals

The proposed ordinance was meant to clean up outdated language, clarify definitions, and align current licensing practices with what was being implemented as a process. The amendment also included a new article that would allow residents the ability to have backyard chickens with a city permit. All council members were in favor of updating and clarifying the ordinance. However, Councilmembers Alcorn, Schafer and Mayor Byrnes were opposed to the new article to allow backyard chickens. Councilmembers Moua-Leske and Lozinski were in favor of allowing backyard chickens. Councilmembers cited sanitation, noise, equity, and learning experiences as some of the pros and cons for backyard chickens.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to adopt Ordinance 24-026 amending Chapter 14 Animals as proposed. Voting Yea: Councilmember Moua-Leske, Councilmember Lozinski Voting Nay: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn. The motion **Failed. 2-3.**

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to adopt Ordinance 24-026 amending Chapter 14 Animals and excluding Article V Backyard Chickens. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Lozinski. The motion **Carried. 4-1.**

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to direct the City Clerk to publish a summary publication of the ordinance. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Adoption of an Ordinance Amending Chapter 86, Sections 71, 96, 102-108, and Adding Section 166 Certification of Cannabis Business License Application

The State of Minnesota had passed law making personal use and most cannabis related products legal. The Office of Cannabis Management was created to oversee the new cannabis related laws. Most licenses are to be issued by the Office of Cannabis Management and a few of the retail licenses would require local government approval. However, local governments are permitted only to regulate the location of cannabis related businesses through zoning ordinances and the zoning ordinances cannot completely disallow cannabis retailers. The sections under Chapter 86 are being amended to find an appropriate place for each type of State issued cannabis related business license. The proposed changes were made in a consistent and simple manner. All cannabis related businesses are combined into one use line that listed permitted license types appropriate for a particular district, either as a permitted or conditional use. Section 86-166 Certification Of Cannabis Business License Application was added to comply with the new state statutes. Section 86-105 B-4 Shopping Center Business District was proposed to be repealed because the district was obsolete. No areas of the city are zoned B-4 anymore. A few other minor changes were made in several sections to simplify the ordinance.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Lozinski to adopt Ordinance 25-025 amending Chapter 86, Sections 71, 96, 102 – 108 and adding Section 166 Certification of Cannabis Related Business License Application. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Truth-in-Taxation Public Meeting

Moberg presented the preliminary 2025 budget and property tax levy. Items such as the capital equipment levy, planned bonding and tax capacity changes, and tax levy history were reviewed. Moberg continued by explaining personnel, health insurance and general fund impacting budgets and levies. Further details were provided for budgeted expenditures as well as examples of levy increase impacts on residential, commercial and apartment buildings. Staff recommended that the final levy stay at a 9.80% increase. Mayor Byrnes opened the meeting for public

input. Gary Vlaminck, owner of several rental properties, expressed his dissatisfaction with the increase in taxes. No other members of the audience wished to comment.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to close the Truth in Taxation public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Project ST-002-2024: Bituminous Overlay on Various City Streets - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request (No. 3)

The project was the annual street mill and overlay project that also included ADA improvements at sidewalk ramp crossings. The following identified each location in the project:

Street	From – To
Peltier/Glenn/Simmons	Peltier/Glenn/Simmons off 6 th Street
O’Connell Street	Service Road to Birch Street
Rainbow Drive	Madrid Street south to Railroad Tracks
Floyd Wild Drive	Susan Intersection to Canoga Park Drive
Canoga Park Drive	TH 23 to new Canoga Park Circle
Market Street	East College Drive to Mall Parking Lot
Whitney Street North	East College Drive to Fourth Street North
Poplar Avenue	Whitney Street North to Hill Street North
Boyer Drive	TH 23 to Margaret Avenue
Boyer Drive	Leveling 1”-20’ wide estimated

The items on Change Order No. 2 (Final Reconciling Change Order) for the project are the result of final measurements and changes in item quantities during construction. Change Order No. 2 (Final) resulted in a contract decrease in the amount of \$24,961.00, and a final contract amount of \$533,195.76. The original contract amount was \$587,422.58, for a net contract decrease of \$54,226.82. The 2024 Capital budget included \$650,000 for the project.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve Change Order No. 2 (Final) and acknowledge Final Pay Request (No. 3) in the amount of \$9,916.95 to Central Specialties Inc. of Alexandria. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Project WW-005: Highway 23 Lift Station Improvements Project-Phase IV Wet Well Renovation – Consider Final Change Order No. 1 and Acknowledgment of Pay Request-1 Final

All work had been completed in accordance with specifications and consisted of:

- Removal of the four existing submersible pumps, wet well piping and guide rails
- Renovation of wet well structure with concrete repairs as needed, and new coating system
- Installation of the four new pumps supplied by the city
- Installation of new piping in the wet well structure
- Bypass pumping of the lift station while renovations work is being completed

Final Change Order 1 resulted in a contract decrease of \$17,633.33 and a final contract amount of \$279,536.67. The original contract amount was \$297,200.00

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve Change Order No. 1 (Final) and acknowledge Pay Request 1 (Final) in the amount of \$279,536.67 to Rubin Construction of Tyler. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement

The project consisted of reconstruction and utility replacement on South Hill Street and South Minnesota Street from East College Drive to Charles Avenue, two alleys from East College Drive to Charles Avenue and Charles Avenue from South Whitney Street to South Minnesota Street. All utilities would be replaced, including watermain, sanitary sewer, and storm sewer within the areas identified. The project would also include new water and sewer services to the right-of-way. Other items of work included in the project are pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work. The Feasibility Report authorized by the City Council covered the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility and proposed project schedule. The proposed improvements described in the report were necessary, cost-effective, and feasible from an engineering standpoint.

The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs was \$1,539,000.00. 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. Final approval of each project must include determination of funding sources.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to adopt Resolution 24-104 Receiving Feasibility Report and Call for Hearing to be held on January 14, 2025. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Project PK-012 / (SAP 139-090-007): East Lyon Trail Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Active Transportation Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Active Transportation Project

City staff had secured a Transportation Alternatives (TA) (Federal) grant in 2023 in the amount of \$605,276 for the construction of a shared use path. TA grants require a local match of at least 20% of the project costs. City Engineering staff submitted a Letter of Intent for 2026 Active Transportation grant funds and have been approved to proceed with preparing a full application with the hope of the AT grant funds covering the remaining local share of the project costs. If an AT grant is not secured, the City's Municipal State Aid Street (MSAS) funds would be used to cover all costs more than \$279,724. MnDOT was currently soliciting for the 2026 Active Transportation (AT) grant applications. The AT grant is a State-funded grant that can be used to pay for the gap in funds between the awarded TA grant and the actual bid price for the project. The AT program's purpose was to help fund projects that connect communities and key destinations, boost public health by creating safer environments for people to walk, bike or roll to their destinations, and mitigate safety hazards related to interacting with vehicular traffic. The East Lyon Trail fits into these categories as it is a direct trail link between East Main Street (TH59) East to Jewett Street. City staff received letters of support from Holy Redeemer and Parkside Elementary for the project. The revised preliminary cost estimate showed \$279,724 of City participation, with nearly \$121,772 of this participation being City engineering services.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to adopt Resolution 24-105 Authorizing Agent of Sponsoring Agency for Active Transportation Project and adopt Resolution 24-106 Identifying Responsibility for Operation and Maintenance for Active Transportation Project. Voting Yea: Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Abstaining: Mayor Byrnes. The motion **Carried. 4-0-1.**

Project SWM-003: Legion Field Stormwater Improvements Project-Phase III – Consider Acceptance of MPCA Stormwater Resiliency Grant

The Minnesota Pollution Control Agency Grant Agreement had been awarded to the City in the amount of \$867,894.00. The MPCA solicited project proposals to distribute \$35M to communities for projects to prepare local stormwater infrastructure for the impact of climate change. The intent of the funding was specifically identified to address water quantity and prevent localized flooding. City staff had identified the Legion Field Stormwater Improvements—Phase III project as an ideal candidate project for the funding. Phase III was the final project that was identified in the 2019 Legion Field Stormwater Study. Phase III would help remedy stormwater flooding in the areas of Kendall Street, Peltier Street, Glenn Street, and Simmons Street, as well as property east and north of the Nexus Apartments on Legion Field Road. The project included a clearing and grading of approximately 1,100 FT of Burlington Northern Santa Fe railroad ditch that conveyed city stormwater from Legion Field Road to the north and east, a new stormwater pipe crossing of the BNSF railroad near Turkey Valey Farms, and new large diameter stormwater pipe to convey the water to a new stormwater pond to be constructed on city-owned land north of the Nexus Apartments. The Phase III project was currently identified for 2025 in our CIP. The project had been deferred for numerous years due to lack of funding. Per the MPCA, extreme storms have pushed aging and undersized stormwater systems in communities across the state to the breaking point. Over the last 20 years, Minnesota has experienced 10 “mega-rain” events, when at least six inches of rain falls over an area of at least 1,000 square miles.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Schafer to authorize acceptance of a Minnesota Pollution Control Agency Grant Agreement in the amount of \$867,894.00 for State compensation and reimbursement to the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Memorandum of Agreement providing Land Rights for FAA Navigational Facilities and Weather Observation Equipment at Airport (FAA Contact No. 697DCM-25-L-00010)

The Memorandum of Agreement from the Federal Aviation Administration (FAA) was for the operation and maintenance of the FAA-owned Remote Communications Outlet (RCO) and Automated Weather Observation System (AWOS) at the Airport. The FAA had already been using their equipment at the airport and the memorandum would continue the use of the airport facility. The agreement succeeded Lease Number DTFAGL-06-A-00014 which was set to expire September 30, 2025. The new agreement would commence October 1, 2025, and continue to September 30, 2045.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to authorize execution of the Memorandum of Agreement providing Land Rights for Federal Aviation Administration Navigational Facilities and Weather Observation Equipment at the Marshall Municipal Airport. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Consider Award of Contract for the Pickup of Refuse at Various City Locations

A request for proposals was sent in September for the four licensed refuse haulers in the City of Marshall. Quotes were received on October 17th, 2024, for the removal of garbage and trash from numerous municipal locations within the City of Marshall. During the October 22nd meeting the Council advocated using a local contractor and voted to allow the current service provider, Southwest Sanitation, the opportunity to match or beat the low quote of \$12,990/year. The council had also suggested that as part of the negotiations with Southwest Sanitation that an increased duration of the term be looked at. Staff met with representatives of Southwest Sanitation and reached a tentative agreement. The proposed contract would be for a period of 5 years with the first two years being \$12,678, which is \$312 lower than the low quote that was presented on October 22nd. The following three years of the contract would be increases to cover landfill tip fee increases and other increased costs. Lyon County in 2023 increased tip fees 7% to \$42/ton and then another 7% to \$45/ton in 2024 with an additional 8% increase per year in 2025 and 2026. The increase in tip fee for 2027-2029 was anticipated to be 8%/year as well. The proposed contract payment amounts to Southwest Sanitation would be as follows:

2025/2026: \$12,678

2027: \$13,400
2028: \$14,000
2029: \$14,700

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to award the 2025-2029 Garbage/Refuse Hauling contract to Southwest Sanitation of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Authorize Use of ARPA Funds

In March of 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. The program was intended to provide support to state, territorial, local and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents and businesses. Recipients may use SLFRF funds to cover eligible costs that an organization incurred during the period that began on March 1, 2021, through December 31, 2024. The Federal ARPA guidelines required the city to decide how the funds would be spent by December 31, 2024, as long as those obligated funds were expended by December 31, 2026. The city cannot re-obligate funds or obligate additional ARPA monies after the December 31, 2024, deadline. The City of Marshall received a total of \$1,473,889.54 in 2022 and 2023, and had \$655,889.54 remaining as available, unspent funds. In addition, the City received \$200,000 from Lyon County in 2023 and had \$172,150 available, unspent funds to go towards the aerial truck ordered by the City in 2022 to be delivered in 2025. Staff recommended to disburse funds before year-end and not to deal with obligation requirements, by doing the following: attempt to obtain an invoice and make payment for the \$172,150 ARPA received from Lyon County for the aerial truck ,and use remaining ARPA funds of \$655,889.54 for the aquatic center architect/engineer costs paid in 2024, which would lower the transfer needed from General Fund from the deficit cash of the Aquatic Center Fund and reduces amount of “reimbursable costs” from bond proceeds, which adds to available balance for the project. Architect/engineer costs of \$781,671 paid in 2024; \$1,251,476 paid since inception, with \$108,824 remaining to be paid on the existing agreement.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to authorize the use of remaining ARPA monies in December 2024, including payment of \$172,150 toward the aerial truck for the Fire Department and allocating the remaining \$655,889.54 for the aquatic center design and pre-construction costs paid in 2024. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Lozinski. The motion **Carried. 4-1.**

Mayor Nomination for City Attorney

Per the City of Marshall Charter, the Mayor is to recommend to the City Council the person(s) to be appointed as City Attorney. Mayor Byrnes has met with Attorney Pam Whitmore, Kennedy and Graven Law Firm and Attorney Matt Gross, Quarnstrom and Doering Law Firm. The mayor nominated Whitmore as City Attorney and on civil matters and Matt Gross as City Prosecuting Attorney.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to confirm the Mayoral nomination of Pamela Whitmore as City/Civil Attorney and Matthew Gross as Criminal Attorney for the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Commission/Board Liaison Reports

Byrnes	No report.
Schafer	No report.
Meister	No report.

Schroeder	No report.
Alcorn	Absent.
Moua-Leske	The Library Board received annual reports from the librarians. The Plum Creek database has converted to an all-digital version.
Lozinski	No report.

Councilmember Individual Items

Councilmember Lozinski asked Director Anderson about the status of the rental registration program.

City Administrator

Community Services now has gift cards available that can be used for community education classes or for Aquatic Center passes.

Director of Public Works/City Engineer

No report.

City Attorney

No report.

Administrative Brief

There were no questions about the Administrative Brief.

Information Only

There were no questions about the Information Only items.

Upcoming Meetings

There were no questions about the Upcoming Meetings.

Adjournment

At 6:45 PM Mayor Byrnes adjourned the meeting.

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 17, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	1)Public Hearing for the Request of an On-Sale Wine License for the Marshall A's Baseball Assoc. 2) Consider a Request to Approve an On-Sale Wine and 3.2% Malt Liquor License for the Marshall A's Baseball Assoc.
Background Information:	<p>On October 8, 2024, the council passed Ordinance 24-019 amending Chapter 6 Alcoholic Beverages to match the same establishments allowed by state statute to possess a liquor license. Under Section 6-53 of the city code a Summer collegiate baseball team or baseball team competing in a league established by the Minnesota Baseball Association may hold an on-sale intoxicating liquor license or wine license.</p> <p>The Marshall A’s Baseball Association has applied for an on-sale wine license under the new amendment. City Ordinance requires that any new on-sale intoxicating liquor or wine license hold a public hearing before a license can be issued.</p>
Fiscal Impact:	\$225.00
Alternative/ Variations:	
Recommendations:	1) To close the public hearing 2) Approve the request to grant an On-Sale Wine and renewal of a 3.2% Malt Liquor License for the Marshall A’s Baseball Association

City of Marshall, Minnesota

3.2% On-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

Marshall A's Baseball Assoc. dba

For an **3.2% On-Sale License** at **400 W. College Dr.**
from **January 1, 2025 - December 31, 2025**, 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 17, 2024**

Mayor

Attest:

City Clerk

(Seal)

City of Marshall, Minnesota

On-Sale Wine

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

Marshall A's Baseball Assoc. dba

For an **On-Sale Wine License** at **400 W. College Dr.**
from **January 1, 2025 - December 31, 2025**, 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 17, 2024**

Mayor

Attest:

City Clerk

(Seal)

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project AP-008: Instrument Landing System (ILS) Replacement-Runway 12 - Consider Award of Bids and Authorize to Submit Grant Request
Background Information:	<p>The ILS is a radio navigation system that provides short-range guidance to aircraft and allows them to approach a runway at night or in poor weather conditions. The ILS system has reached a point where the manufacturer will no longer service and repair equipment, and MnDOT would like to replace our system as soon as they are able. The project requires City participation, and the City is responsible for civil sitework and building costs, while MnDOT is responsible for covering the costs of the ILS equipment.</p> <p>Bids were received on 12/10/2024. Please see attached award recommendation letter from TKDA. Four bids were received as shown on said letter. Werner Bros. Inc. of Marshall, Minnesota, in the amount of \$360,306.00 was the low responsive bid that was received.</p> <p>With Council authorization, City staff will submit for a 70-30 MnDOT grant to cover 70% of the construction and engineering services cost for this project.</p> <p>Please see attached "Action Items Summary" outlining historical action for the project.</p>
Fiscal Impact:	The 2024 capital budget includes the ILS project at a total cost of \$1,000,000, with \$300,000 included for local costs.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council award the contract for the above-referenced project to Werner Bros. Inc. of Marshall, Minnesota, in the amount of \$360,306.00, per the recommendation from TKDA and contingent on pending grant funding.</p> <p>Recommendation No. 2 that the Council authorize City staff to submit for a 70-30 MnDOT grant to cover 70% of the construction and engineering services cost for the above-referenced project.</p>



December 11, 2024

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

Re: Southwest Minnesota Regional Airport
Runway 12 Instrument Landing System (ILS)
Contract Award Recommendation
State Project No. A4201-110
TKDA Project No. 21164.000

Dear Mr. Anderson:

Bids on the above-referenced project were received and opened at 2:00 PM on December 10, 2024. Four bidders submitted a bid as follows for the Base Bid, which was the basis of award:

Werner Brothers, Inc.	\$360,306.00
Neo Electrical Solutions	\$496,394.00
Vinco, Inc.	\$567,000.00
Strata Corporation	\$1,078,741.00

The Engineer's Estimate for this construction was \$450,736.00 for the Base Bid, as shown on the attached bid tabulation. We have reviewed the bids and found no improprieties in the bid proposal from the low bidder, Werner Brothers, Inc. The individual bids vary by 300% from low to high, and the low bid is 25.1% below the Engineer's Estimate.

The project will be funded utilizing State Airport Funds (SAF) and City of Marshall funds. The Minnesota Department of Transportation has offered a state grant to fund 70% of the project. The City's local share of construction cost would therefore be \$108,091.80.

We therefore recommend that a contract be awarded to Werner Brothers, Inc. of Marshall, Minnesota, the lowest responsible bidder, contingent upon receipt of the State Grant. The resulting contract value for the Runway 12 Instrument Landing System construction would total \$360,306.00

Please contact us at your convenience with any related questions or comments.

Sincerely,

Daniel A. Sherer, PE
Project Manager

Enclosures

c: Luke Bourassa, MnDOT Aeronautics, elec. w/encl.
John Dalton, MnDOT Aeronautics elec. w/encl.

**AP-008: ILS REPLACEMENT-RUNWAY 12
ACTION ITEMS SUMMARY**

01/10/2023	Notification letter from MnDOT 2023 MML Marshall ILS project notification.docx
02/14/2023	Council authorize the addition of the Instrument Landing System (ILS) Replacement (civil site work and design work) in the amount of \$250,000 to the Airport CIP with participation of 70% State (\$175,000) / 30% Local (\$75,000). Council authorize City staff and TKDA to request for a MnDOT Grant Agreement for the above-referenced project in the amount of \$250,000 with participation of 70% State (\$175,000) / 30% Local (\$75,000), thereby putting a project together and working toward obtaining bids.
02/15/2023	Grant Request Submitted to MnDOT - No response until 02/2024
02/XX/2024	City receives notice MnDOT is ready to proceed with project.
02/06/2024	Airport Commission recommendation to Council, contingent on MnDOT grant funding.
02/13/2024	Council authorize entering into a Professional Services Agreement with TKDA for the ILS Replacement at the Airport for an amount not-to-exceed \$94,400.00, per recommendation of the Airport Commission and contingent on MnDOT grant funding. TKDA Agreement - ILS Replacement 2024-02-13.pdf
02/16/2024	Grant Request Submitted to MnDOT. Grant Request - ILS Replacement - MML signed.pdf
04/18/2024	MnDOT Grant Agreement No. 1056813 (S.P. A4201 110) received from MnDOT for Council consideration.
04/23/2024	Council adopt RESOLUTION 24-047, which is the Resolution of Authorization to Execute MnDOT Grant Agreement No. 1056813 (S.P. A4201 110) for Airport Improvement Excluding Land Acquisition for Runway 12 ILS Replacement in the amount of \$97,400. The total amount will be split 70-30 with MnDOT, resulting in 70% State participation of \$68,180.00 and 30% local participation of \$29,220.00.
04/24/2024	City-executed Grant Agreement No. 1056813 (S.P. A4201 110) submitted to MnDOT.
05/08/2024	Fully-executed Grant Agreement No. 1056813 (S.P. A4201 110) received from MnDOT.
11/05/2024	Airport Commission recommendation to Council to entering into a Professional Services Agreement with TKDA for construction phase services for an amount not-to-exceed \$62,600, contingent on MnDOT grant funding.
11/12/2024	Council authorized entering into a Professional Services Agreement with TKDA for the ILS Replacement at the Airport for construction phase services for an amount not-to-exceed \$62,600.00, contingent on MnDOT grant funding.
12/10/2024	Bid Opening - Four bids received. Werner Bros. Inc. of Marshall, Minnesota, in the amount of \$360,306.00 was the low responsive bid that was received.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of employee retirement resolutions
Background Information:	<p>On January 24, 2025, two employees who retired between January 1 and December 31, 2024 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"> • Doris Huber, Assessing Technician – Economic Development Assistant • Steven DeBates, Plant Operator II (Wastewater department) <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 24, 2025, 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 24-111
City of Marshall, Minnesota

- WHEREAS:** Doris Huber has faithfully served the City of Marshall for 46 years of commendable service from November 9, 1978 to December 26, 2024; and
- WHEREAS:** Across her 46-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 in the Assessing and Economic Development Departments; and
- WHEREAS:** Doris achieved a Certified Minnesota Assessor licensure and served the citizens of the City of Marshall with full commitment to her responsibilities in her position as an Assessing Technician and Economic Development Assistant; and
- WHEREAS:** As an Assessing Technician and Economic Development Assistant, Doris has served the citizens of Marshall with her expert knowledge of property and the homestead special programs, her ability to apply relevant laws and regulations to real estate, her proficiency in data entry and analysis, and her exceptional administrative supports and customer service skills; and
- WHEREAS:** Doris has worked in partnership with her fellow coworkers and officials of the City of Marshall and was a recipient of the Employee of the Year Award in 2012; and
- WHEREAS:** All the citizens of the City of Marshall have been the beneficiary of her efforts, talents, and abilities for the past 46 years; and
- WHEREAS:** The City of Marshall is honored to extend our appreciation and gratitude to Doris 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 Doris’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 Doris for many years of good health and happiness in her retirement.

Adopted by the City Council this 17th day of December 2024.

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 24-112
City of Marshall, Minnesota

WHEREAS: Steven DeBates has faithfully served the City of Marshall for 29 years of commendable service from July 17, 1995 to November 1, 2024; and

WHEREAS: Across his 29-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 the Wastewater facility; and

WHEREAS: Steven has served the citizens of the City of Marshall with full commitment to his responsibilities in his positions as Plant Operator I and Plant Operator II; and

WHEREAS: Steven achieved a Class A Wastewater Operator Certificate from the State of Minnesota and has dedicated loyal and exceptional service to the City of Marshall, consistently contributing to the success of our operations; and

WHEREAS: Steven has worked in partnership with his fellow coworkers and officials of the City of Marshall; and

WHEREAS: All the citizens of Marshall have been the beneficiary of his efforts, talents, and abilities for the past 29 years; and

WHEREAS: The City of Marshall is honored to extend our appreciation and gratitude to Steven 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 Steven’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 Steven for many years of good health and happiness in his retirement.

Adopted by the City Council this 17th day of December 2024.

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 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a Resolution to Authorize the Finance Director to Pay Certain Claims
Background Information:	<p>Minnesota State Statute §412.271, subd. 8 authorizes the council to delegate the authority to pay certain claims made against the city to a city administrative official. Minnesota State Statute §471.425 requires Minnesota cities to pay bills within 35 days from the “date of receipt” defined as the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of goods or services, whichever is later.</p> <p>With the Council only scheduled to meet twice a month and with the process to receive, approve and submit claims by city division heads, the timing of the entire process could impact prompt claim approval. For operational efficiency and to comply with state statute for the prompt payment of claims, delegating the authority to pay certain claims prior to Council approval is recommended.</p> <p>Authorization requested annually. No significant changes from previous year.</p>
Fiscal Impact:	
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	To adopt Resolution 24-115 authorizing the Finance Director to pay certain claims.

RESOLUTION NUMBER 24-115
RESOLUTION TO AUTHORIZE THE FINANCE DIRECTOR TO PAY CERTAIN CLAIMS

WHEREAS, Minnesota State Statute §412.271 subd. 8 authorizes the council to delegate the authority to pay certain claims made against the city to a city administrative official; and,

WHEREAS, Minnesota State Statute §471.425 requires Minnesota cities to pay bills within 35 days from the “date of receipt,” defined as the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of goods or services, whichever is later; and,

WHEREAS, the Marshall City Council (“Council”) meets the second and fourth Tuesday of the month throughout the year and approves bill claims lists as part of its regular business meetings; and,

WHEREAS, on occasion there is an extra week in between Council meetings, which may create difficulty for the City to meet the statutory 35-day requirement;

BE IT HEREBY RESOLVED, that the Council delegates and authorizes the Finance Director may pay the following types of claims made against the City prior to Council Approval:

- Payroll activity, including insurance (medical, dental, etc.), all other withholdings, and non-overnight meals and other taxable expenses
- Insurance premiums and deductibles – workers’ comp, property casualty, liability, auto, etc.
- Subpoena/service fees
- Monthly support and maintenance (County PD Support, copier leases, postage, etc.)
- Credit cards and/or other charge cards or accounts with supporting detail for transaction(s) - - to company/business only;
- Expenses that would receive a discount or incur a penalty if not paid before claims submitted at the next regularly scheduled meeting would be issued by the City and reasonably expected to be received by the vendor
- Miscellaneous taxes, including property tax & lodging tax
- Payments to Recorder for document/lien recordings or releases
- Debt payments or other claims with fixed payment schedules (TIF PayGo payments, etc.)
- Payments on City approved contracts or agreements (such as City Attorney, garbage/recycling, CVB and Chamber agreements)
- Registrations and dues approved by the Division Director
- Reimbursement to employees for travel related expenses (hotel, mileage, parking, overnight meals, etc.) approved by the Division Director
- Monthly employee cell phone allowance

- Tall Grass Liquor inventory purchases
- Petty Cash Requests for special events
- To reissue any check, after receiving a signed affidavit

BE IT FURTHER RESOLVED, that on considering the sum charged excessive or for any claims with other possible questions or issues, as determined by the Finance Director, those bills will not be issued but will be presented to the Council for action at its next regularly scheduled meeting;

BE IT FURTHER RESOLVED, that the Finance Director will not be held personally liable for payment for any claim falling into the above authorized types the City Council later disagrees with, disapproves of, or questions;

BE IT FURTHER RESOLVED, the above delegation and authority conferred shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to the Finance Director; and

BE IT FURTHER RESOLVED, that as part of internal accounting and administrative control procedures and for informational purposes, a list of all such claims paid be presented to the City Council at its next regularly scheduled meeting.

Passed and adopted by the Council this 17th day of December 2024.

Robert Byrnes, Mayor

Attest:

Steven Anderson, City Clerk

Presenter:	Katie Brusven
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	ACC Rental Contracts
Background Information:	<p>LSS Senior Dining (Frequently known as Meals on Wheels) is due to renew their annual rental agreement for use of kitchen and adjacent space at the ACC, with the current agreement expiring on 12/31/24. In October this year, LSS rolled out a new format in all sites, which includes Marshall, and is updating how they prepare and deliver meals. Marshall has become a distribution site, with the continued option to dine on site. It is no longer a cooking site. Meals will be prepared off site in one of the cooking kitchens and delivered to Marshall via freezer truck. LSS kitchen aid/staff onsite will prepare those meals to be delivered daily in the Marshall area.</p> <p>With this transition, LSS and ACC staff met to discuss potential implications to the current contract. Both parties discussed extending the current agreement for an additional 3 months, as is. This will allow time to adjust to the new format and provide both LSS and ACC staff with time to review any potential requests for additions or changes to the current contract. Any requests would be submitted to the ACC Commission in the January meeting.</p> <p>Adult Basic Education has been using space at the ACC to hold English Classes on average 3 nights a week. They have been using a recurring rental contract- which is used for a number of community and civic organizations which hold monthly meetings at the ACC. Due to ABE's consistent use, and exceeding the time frame of the recurring rental contract, It was determined to provide a contract specific to ABE. A contract was drafted through the City Attorney. Parties, with approval from the ACC Commission, are in agreement to request council approval for the attached contract.</p>
Fiscal Impact:	Ongoing rental income for both the LSS contract and the ABE contract.
Alternative/ Variations:	
Recommendations:	Approve and complete the ABE contract. Approve the request to extend LSS's contract for 90 days.

**Agreement between Adult Basic Education and the
Adult Community Center**

THIS AGREEMENT is made and entered into January 1, 2025, by and between the City of Marshall, Minnesota (the "City"), the Adult Community Center Commission of the City of Marshall, (the "Commission"), a body politic, and Marshall Independent School District 412, organized under the laws of Minnesota, hereinafter referred to as ("School District").

WHEREAS, the City of Marshall owns an Adult Community Center located at 107 South 4th Street, Marshall, Minnesota, and

WHEREAS, the Marshall City Council established the Adult Community Center Commission (the "Commission"), to operate and maintain the City's Adult Community Center; and

WHEREAS, Marshall City Code Article 2 -VI-11 authorizes the Commission to enter into contracts related to the management and operation of the Adult Community Center ("ACC"), after receiving approval of the contract by the City Council; and

WHEREAS, the School District intends to use space at the ACC on a consistent, scheduled basis for its Adult Basic Education programming; and

WHEREAS, the School District and the Commission desire to maintain their long-standing relationship.

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

The Commission and the School District shall have the following duties, responsibilities, and privileges:

Commission Duties

1. The Commission, either by or on behalf of the City shall schedule hours of operation for the Adult Community Center.
2. The Commission shall maintain the building and keep in good order, working with the City to make such repairs as are necessary. The Commission shall provide all janitorial services. The School District, as a facility user, agrees to use reasonable care in its use, including picking up after themselves or from their events, and agreeing not to deposit any trash or garbage on any part of the premises other than in designated receptacles. Normal reasonable wear and tear is expected.

Rent & Space

1. The School District shall pay \$200 no later than the 10th day of each month to the City of Marshall for the monthly use of the Prairie Winds Room from 4:00 p.m. to 8:00 p.m. each Monday, Tuesday and Wednesday (dedicated days and time") during the initial term and for any annual terms subsequent to the initial term. From time to time, a conflict may arise for use of the Prairie Winds room. If such a conflict arises, the Coordinator at the ACC will collaborate with the Instructor for ABE using that room to mutually agree upon another comparable room within the ACC during the dedicated day and time.
2. The Agreement shall become effective January 1, 2025, and continue until December 31, 2025 ("initial term"). This Agreement shall be automatically extended for an unlimited number of one-year periods, unless, on or before December 31, 2025 (for the initial term), or thereafter on or before the December 31 of any subsequent term, either Party provides

to the other written notice of its desire not to automatically renew this Agreement. Either party may request a meet and confer with the other party by December 1 of any term to discuss any of the terms of this Agreement before the next automatic renewal period.

3. The decision of the School District to not use space at the ACC on the dedicated days and times described herein does not excuse the School District from paying the monthly rent set forth in Paragraph 1 herein, and the Commission is not obligated to pro-rate the monthly rent.
4. If the School District desires to rent space at the ACC on dates and at times other than the dedicated dates and times, the School District will do so following ACC rental procedures available to the public generally.

Relationship

The School District is performing independent functions and responsibilities from the Commission. The School District and its personnel, if any, or volunteers, are independent contractors and not employees of the Commission. The School District has no authority to make any binding commitments or obligations on behalf of the Commission except to the extent expressly provided herein.

Indemnity and Duty to Defend

Each party shall be responsible for its own acts and omissions, and the acts and omissions of its own employees, agents, representative or volunteers, and the results thereof to the extent authorized by law. The School District agrees to defend, indemnify and hold the Commission, 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 School District or of its agents or contractors related to the performance of this Agreement. The Commission agrees to defend, indemnify and hold the School District, 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 Commission 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.

Termination

1. Mutual Termination. The parties, by mutual written agreement, may terminate this Agreement at any time.
2. School District Termination. The School District may terminate this Agreement in the event of a breach of the Agreement by the Commission upon providing thirty (30) days' written notice to the Commission, so long as the Commission is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and the effective date of termination.
3. Commission Termination. The Commission may terminate this Agreement by providing thirty (30) days' written notice at any time for breach upon written notice to the School

District, so long as the School District is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and effective date of termination.

4. Either party may terminate this agreement for any reason, or no reason, upon three (3) months' written notice to the other.

Notice

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

Independent School District 413
Adult Basic Education Program
401 S Saratoga St
Marshall, MN 56258
Attn: Director of Business Services

Adult Community Center
Office of the Coordinator
107 South Fourth Street
Marshall, MN 56258

General Terms

1. The Adult Community Center shall be open to members and non-members of the School District.
2. Compliance with Laws. School District shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
3. Compliance with ACC rules relating to use of the ACC generally, the Code of Conduct for the ACC and consumption of food within the ACC.
4. 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.
5. Assignment. The School District may not assign any right, privilege or license conferred by this agreement.
6. Amendment. Notwithstanding any other provision hereof, the parties hereto may by mutual consent and in writing agree to modifications and additions hereto.
7. Data Practices Act Compliance. Any and all data provided to the School District, received from the School District, created, collected, received, stored, used, maintained, or disseminated by School District 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 School District to provide access to public data to the public if the public data are available from the Commission.
8. No Discrimination. The School District 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.

9. 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.
10. 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.
11. 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.

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

Independent School District 412³

Sarah Kirchner [Signature] 11/13/24
Printed Name Signature Date

Adult Community Center Commission

Fran Andrzejewski [Signature] 11-5-2024
ACC Commission Chair Printed Name ACC Commission Chair Signature Date

City of Marshall

Mayor Printed Name Mayor Signature Date

Attested to by:

City Clerk Printed Name Clerk Signature Date

**CITY OF MARSHALL
ADULT COMMUNITY CENTER
LEASE AGREEMENT**

THIS AGREEMENT is made and entered into this 19th day of December, 2023 by and between the City of Marshall, Minnesota, (the "City") and Lutheran Social Services, ("LSS"), together (the "Parties").

RECITALS

WHEREAS, the City is the owner of the building located in the City of Marshall and referred to herein as the Adult Community Center;

WHEREAS LSS is organized and exists for the purpose of providing meals for qualifying individuals.

WHEREAS LSS agrees to lease and use a portion of the Adult Community Center for the purpose of installing equipment for the provision of meals and for the preparation and consumption of meals.

NOW THEREFORE, in consideration of the mutual obligations and agreements of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

GENERAL TERMS AND CONDITIONS

1. **Purpose.** City hereby leases to, and LSS hereby accepts, space within the Adult Community Center, as set forth in Paragraph 4 of this agreement for the following purposes:
 - a. To prepare food for the ongoing nutrition program, and to store and install equipment related to the provision of services for the food program;
 - b. To utilize the designated serving area and consumption area for the patrons of the nutrition program;
 - c. To utilize a designated preparation area to provide meals to be delivered off site; and
 - d. To utilize a designated area to conduct daily administrative tasks and store administrative supplies.
2. **Term.** This lease shall run from January 1 of 2024 and terminating on December 31 of 2024.
3. **Fees.** LSS will pay to the City as rent for said premises the sum of \$475 per month which sum shall include the cost to the City for utility services (gas, water, sewer, garbage, local phone service and electricity). Said amount shall be payable monthly on or before the last day of the month from January 1, 2024 to December 31, 2024. The rental amount provided for in this paragraph may be adjusted upwards by the City upon sixty days notice to LSS such adjustments to be based on increases in the use of utility services.
4. **Allowable Uses.** LSS shall be allowed the following uses of the premises:
 - a. Kitchen - located in the Adult Community Center from the hours of 7:00 a.m. to 1:00 p.m.
 - b. Dining Room - located in the Adult Community Center from the hours of 7:00 a.m. to 12:30 p.m., Monday through Friday. Any other hours of use of the Adult Community Center by LSS shall require prior approval of the Adult Community Center. Adult Community Center maintains their right to utilize the kitchen and dining area or permit use to others during the above-mentioned timeframes with advance communication to both the user and LSS.
 - c. Additional Use Space - LSS may utilize the area adjacent to the dining room and kitchen to store food, administrative supplies and equipment, among other items in support of the kitchen and meal service activities. This area will be shared with the ACC on an as needed basis.

5. **Building Access.** The City will issue keycards to LSS Staff for entry into the Adult Community Center. LSS staff shall be responsible for lost, unreturned, and/or damaged keycards. The replacement fee shall be \$10.00 dollars per card. Key cards assigned to LSS may only be used by the LSS assigned staff unless the City provides express permission for the transfer in writing. Unauthorized key card transfer is strictly prohibited and will be considered a material breach of this Agreement subject to any applicable remedies. LSS shall be responsible for any costs incurred due to an unauthorized key transfer, including but not limited to re-keying of the premises.
6. **Insurance and Indemnification.** LSS will provide general liability insurance for personal injury and property damage in at least the minimum amount of \$1,000,000 Per Claim, and \$3,000,000 Aggregate. LSS shall list City as “additional insured” on said Policy and shall provide the City with proof of such coverage. LSS shall provide any and all worker’s compensation insurance required by law for the coverage of its employees, agents, volunteers and servants. It is specifically understood by and between the parties that all times under this agreement and all employees, agents, volunteers and servants of LSS who participate in the meals program or in any other way authorized by this agreement shall be deemed to be employees of LSS and not of the City of Marshall, for the purpose of determining worker’s compensation liability. LSS shall defend, indemnify, and hold harmless the City, its officers, employees, contractors, and agents against any and all claims, demands, actions or causes of action of whatsoever kind arising or resulting either directly or indirectly from the use, occupancy, or licensing of the Center by LSS, its sublicensee, contractors, subcontractors, agents, officers, volunteers or employees.
7. **Equipment.** LSS will insure all equipment belonging to them in amounts and under terms sufficient so as to hold the City harmless from any liability loss to said equipment. A complete inventory of equipment provided and used by LSS at the Adult Community Center will be provided to the City at the beginning of the contract period, and any changes thereto will be promptly reported in writing to the City. **City and Third-Party Equipment Use.** LSS shall make its equipment available to the City for use by it or other such persons or organizations as it may designate upon reasonable notice and at such times and under such conditions as the parties may agree to and the circumstances may warrant.
- a. **Equipment Maintenance and Repair.** Other than as provided in Section b., LSS shall at all times be responsible for the maintenance, repair and replacement of equipment belonging to LSS or belonging to the City and used by LSS., LSS shall keep LSS-owned and City-owned but LSS used equipment in a safe and sanitary condition and shall be responsible for custodial activity associated with and resulting from their meals program. The entire rental area that is used by LSS must be cleaned on a daily basis.
- b. **City-Owned Equipment.** The following equipment is owned by the City of Marshall and is to be maintained and/or replaced as needed by the City of Marshall:
- i. Hobart Dishwasher,
 - ii. McCall 2 section freezer 4045F,
 - iii. Convection oven, Stainless steel worktable,
 - iv. Hobart mixer A200,
 - v. Hot food table E-303-25P6,
 - vi. Refrigerator COR155d, and
 - vii. Vulcan 6 burner oven.
- c. **Equipment Security.** In the event the City rents the Adult Community Center Kitchen to a party other than LSS, LSS shall secure their equipment in such a manner as to not be accessible by anyone other than LSS or City Staff. The City is not responsible for any lost, stolen, or damaged LSS equipment not secured prior to third-party rental and use of the kitchen.
8. **Custodial Responsibilities.** The City shall be responsible for and provide necessary and reasonable maintenance and custodial services in and around the Adult Community Center. Spaces used and rented by LSS must be cleaned on a daily basis and in compliance with any requirements under LSS’ certification from the Department of Health.

9. **Applicable Laws, Rules, and Regulations.** LSS leadership and staff shall adhere to all applicable local, state, and federal laws and regulations. LSS leadership and Staff shall adhere to all applicable food safety laws and regulations. LSS leadership and staff shall adhere to the LSS and City Codes of Conduct and Performance and Conduct Standards respectively. If there are conflicts between the LSS and City codes of conduct, LSS Code of Conduct shall control for LSS employees and volunteers.
10. **Assignment and Subletting Prohibited.** LSS may not assign any right, privilege or license conferred by this agreement; nor may it sublet or encumber any portion of the lease premises without first obtaining written consent of the City.
11. **Amendment.** Notwithstanding any other provision hereof, the parties hereto may by mutual consent and in writing agree to modifications and additions hereto.
12. **Termination.** This agreement may be terminated prior to expiration of the term hereof as follows:
 - a. By Mutual written agreement of the Parties; or
 - b. Upon a Material Breach of the Agreement by the other party (the Breaching Party). A material breach occurs when a breach is not cured to the Aggrieved Party's reasonable satisfaction within sixty (60) days after the aggrieved Party provides the Breaching Party with written notice of the breach. In the event either Party gives written notice of breach, the Aggrieved Party alleging the breach may be required by the Breaching Party to specify in writing the exact nature of the alleged breach, specific incidents that support the claim of the alleged breach, and the specific actions that the Aggrieved party alleging the breach deems reasonable and appropriate to cure the alleged breach; or
 - c. By at Least 180 Days Written Notice. Either party shall provide a minimum of at least 180 days written notice prior to the effective date of termination.
13. **Breach.** In the event of a material breach as outlined in Paragraph 12(c), the Parties may pursue any and all available remedies at law or in equity under the laws of State of Minnesota. All available remedies in this Agreement or by law shall be cumulative, and the exercise of one right or remedy by the applicable party shall not impair its right to exercise any other right or remedy.
14. **Surrender.** In the event the Parties terminate this Agreement with no intent to renew, LSS shall peaceably surrender the leased space and remove all debris and personal property from the leased space. LSS shall not remove any of the improvements, City-owned appliances, equipment, or fixtures. LSS shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the final termination of this Agreement or LSS' surrender of the leased space. The City may dispose of all abandoned debris and personal property. LSS shall be responsible for any disposal costs.
15. **Notice.** Address for any notifications required by this agreement shall be as follows, unless and until written notice of a new address is given by one party to the other:

For City:

Adult Community Center Coordinator
 SCC
 107 South 4th Street
 Marshall, MN 56258
 (507) 537-6120

For LSS

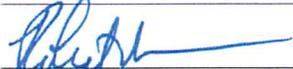
LSS
 Attn: Carrie Clemens
 3101 South Frontage Road Suite 100
 Moorhead, MN 56560
 (218) 233-7521

16. **Data.** Where applicable, LSS agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act (MGDPA), and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the LSS in performing functions under this Agreement is subject to the requirements of the MGDPA and LSS must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. LSS duties and obligations within this section shall survive the expiration of this Agreement.
17. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
19. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
20. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first written above.

CITY OF MARSHALL, MINNESOTA

Print: Robert Byrnes

By: 
 Mayor, City of Marshall

Date: 12-19-2023

LUTHERAN SOCIAL SERVICES

Print: Maureen E. Warren

By: 
 Authorized Representative

Title: Senior Vice President of Services

Date: 12/27/2023

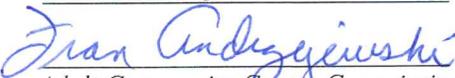
ATTESTED TO:


 City Clerk

Date: 12-19-2023

ADULT COMMUNITY CENTER COMMISSION

Print: Fran Andrzejewski

By: 
 Adult Community Center Commission

Date: 12/29/23

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Authorize Transfer of Funds and Temporary Financing for Aquatic Center
Background Information:	<p>The Aquatic Center Capital Projects Fund 492 was created to account for the costs of the proposed aquatic center. Payments to date include architect and engineering fees, legal services, publications, building permits, professional services, and other related costs.</p> <p>Council adopted reimbursement resolutions in 2021 and 2023 to declare intent to reimburse expenditures related to aquatic center project.</p> <p>Fund 492 has deficit cash of \$881,022. The General Fund (fund 101) has sufficient balance to be a temporary funding source.</p> <p>Staff recommend making temporary transfers from fund 101 to cover the deficit cash of fund 492 that will be reimbursed if/when bonds are issued for the aquatic center project.</p>
Fiscal Impact:	Resolves deficit cash that exists in fund 492.
Alternative/ Variations:	
Recommendations:	Approve Resolution authorizing transfer of funds and temporary financing for Aquatic Center Capital Projects Fund from the General Fund.

RESOLUTION NUMBER 24-119

RESOLUTION AUTHORIZING TRANSFER OF FUNDS AND TEMPORARY FINANCING
FOR AQUATIC CENTER CAPITAL PROJECTS FUND

WHEREAS, the aquatic center capital projects fund has deficit cash until or unless tax-exempt bonds are issued at a future date; and

WHEREAS, pursuant to Resolution Number 21-038, adopted by the City Council of the City on May 8, 2021, and Resolution Number 23-076, adopted by the City Council of the City on December 12, 2023, the City declared its official intent to reimburse prior expenditures related to aquatic center project for the design, architecture and engineering services, along with other expenditures eligible for reimbursement under Internal Revenue Service regulations, and

WHEREAS, the General Fund has sufficient balance to be a temporary funding source.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Marshall authorizes the Finance Director to make transfer of funds and temporary financing from the General Fund to cover cash deficits of the aquatic center capital projects fund account as necessary for year-end 2024 and periods thereafter.

Passed and adopted by the City Council this 17th day of December 2024.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

Steven Anderson
City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Authorize Transfer of Funds for Debt Service Funds
Background Information:	<p>Debt Service Fund 359 was created to pay principal, interest and administrative (fiscal) charges related to street projects included with the general obligation bonds, series 2015B.</p> <p>Final payment on one of the street reconstruction projects was not made until 2017, with final special assessments not certified until after the project was complete.</p> <p>The property tax levy ended in payable 2023. As of early December 2024, the fund has a deficit cash balance of \$44,869 offset by special assessments receivable in excess of \$100,000.</p> <p>Debt Revolving Fund 399 has a current cash balance of \$263,347.</p> <p>Staff recommend transferring cash from Fund 399 to Fund 359 to eliminate deficit cash. Special assessments are scheduled to be received through 2028. After that period, any remaining cash can be transferred to other debt service funds as needed.</p>
Fiscal Impact:	Resolves deficit cash that exists in fund 359.
Alternative/ Variations:	
Recommendations:	Approve Resolution authorizing transfer of funds for Debt Services Funds.

RESOLUTION NUMBER 24-120

RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR DEBT SERVICE FUNDS

WHEREAS, various debt service funds may have insufficient monies to meet existing obligations due to the timing of future collections from property taxes and/or special assessments; and

WHEREAS, the City has committed through the issuance of debt to meet the scheduled principal, interest and fiscal fees owed during the repayment period on each applicable debt issuance, and

WHEREAS, other debt service funds have sufficient balances to be a funding source.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Marshall authorizes the Finance Director to make transfers between debt service fund accounts as necessary for year-end 2024 and periods thereafter.

Passed and adopted by the City Council this 17th day of December 2024.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

Steven Anderson
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Amendment 1 to Commercial Lease and Fixed Base Operator’s Agreement with Southwest Aviation, Inc.
Background Information:	<p>The City maintains a lease agreement with Southwest Aviation, Inc., doing business as Midwest Aviation, to operate as a Fixed Based Operator (FBO) and conduct business in City-owned buildings and to utilize City-owned property. In exchange for use of City facilities, it is expected that the FBO provide some services at the airport as an agent of the City and that the FBO has a Monday-Friday 8am-6pm presence at the Southwest Minnesota Regional Airport.</p> <p>The existing lease agreement between the City of Marshall and Southwest Aviation, Inc. expires on December 31, 2024. It is the intent of City staff to work with our FBO to agree upon terms and rental rates for a new lease agreement. To provide enough time to have the necessary discussions and review, staff is proposing a lease amendment to extend the current lease for one (1) additional calendar year. The amendment gives the City and FBO until May 31, 2025 to agree to terms and allows for the existing lease to remain in effect until December 31, 2025.</p> <p>Included in the packet is the proposed Amendment 1 to the Commercial Lease Agreement and Exhibit A, as well as a copy of the current lease expiring December 31, 2024.</p>
Fiscal Impact:	Current FBO lease payment totals \$5,500/month. The proposed rate for 2025 through this lease amendment is \$7,150/month.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve the Amendment 1 to the Commercial Lease and Fixed Base Operator’s Agreement with Southwest Aviation, Inc.

AMENDMENT 1

CITY OF MARSHALL

COMMERCIAL LEASE AND FIXED BASE OPERATOR'S AGREEMENT WITH SOUTHWEST AVIATION, INC.

THIS LEASE AGREEMENT (the "Lease"), dated as of the 1st day of January, 2015, is entered into by and between the City of Marshall, a municipal corporation of the State of Minnesota ("City") and Southwest Aviation, Inc., a Minnesota corporation ("Tenant") and Fixed Base Operator ("FBO") doing business as Midwest Aviation;

RECITALS

WHEREAS, City owns and/or controls real property in the City of Marshall which is known as the ("Airport") which is all located in the City of Marshall, County of Lyon, State of Minnesota; and located upon said airport are certain airport facilities some of which the FBO leases from the City as shown on Exhibit A which is attached and made a part of this agreement; and

WHEREAS, Tenant is engaged in the business of providing Fixed Base Operator services; and

WHEREAS, The base term of this Agreement is for a period of ten (10) years ("Term"), commencing on January 1, 2015 ("Commencement Date") and expiring, unless earlier terminated, on December 31, 2024; and

WHEREAS, Prior to the expiration of the lease, the City and the FBO may renegotiate the provisions of this agreement and Lease for a successive five (5) year period of time. If the terms cannot be negotiated for a successive five-year period of time, this agreement shall terminate and upon termination the FBO shall no longer have any rights or obligations as the FBO to any of the Parcels described and any rights as FBO as pursuant to this agreement.

WHEREAS, The parties intend to enter into good faith negotiations to agree to such terms; however, it is not expected that such negotiations will be completed by the Lease expiration date.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, City and Tenant do mutually agree to amend the Lease Agreement as follows:

The following Terms and Conditions will apply:

6. Term

a. Initial Term

The Initial Term of the Lease shall be extended from January 1, 2025 through December 31, 2025, in order for the parties to negotiate adjusted terms per Article 6. B. Adjusted Terms. The parties agree that if agreement is not reached on or before May 31, 2025, that the option term contemplated by the negotiation of the Adjusted Terms will terminate and the Lease will terminate on December 31, 2025, per the terms of the Lease.

7. Rent

a. Rent

Rental for the Amendment 1 Term is attached as Exhibit A.

All other terms and conditions of the Lease shall apply during the one-year extension.

IN WITNESS WHEREOF, City and the Tenant have executed this Amendment as of the dates indicated below.

CITY OF MARSHALL

SOUTHWEST AVIATION, INC. DBA MIDWEST
AVIATION

Mayor

President

City Administrator

Date: _____

City Clerk

Date: _____

EXHIBIT A

Amended EXHIBIT "B"

Rental Fees

- Monthly Pro-Rata Rent/Building Rental Fees for premises identified in Section 1a.- Description of Premises shall include: Section 4. Cleaning, Building Maintenance and Operational Expenses, Section 7. Rent, Section 8a. Utilities, Section 8b. Maintenance Fees, and Section 14b. City's Required Insurance:

-General FBO Lease	\$706.00/Mo.
-1985 Hangar	\$748.00/Mo.
-2002 Hangar	\$3,177.00/Mo.
-Red Baron Hangar	\$2,519.00/Mo.
Total Monthly Rent	\$7,150.00/Mo.

FIXED BASE OPERATOR'S AGREEMENT
AND COMMERCIAL LEASE

by and between

City of Marshall
"Landlord/City"

and

Southwest Aviation, Inc.
"FBO/Tenant"

Date of Agreement

January 1, 2015

**CITY OF MARSHALL
COMMERCIAL LEASE AND FIXED BASE OPERATORS AGREEMENT
WITH SOUTHWEST AVIATION, INC.**

THIS COMMERCIAL LEASE AGREEMENT ("Lease") and the Fixed Base Operator's Agreement ("FBO Agreement") is made by and between the Landlord/City of Marshall, a Municipal Corporation of the State of Minnesota, at 344 West Main Street, Marshall, Minnesota 56258 Landlord hereinafter referred to as the ("City") and Southwest Aviation, Inc. (a Minnesota Corporation), doing business under the name of Midwest Aviation, hereinafter referred to as ("Tenant") and the Fixed Base Operator ("Fixed Base Operator"), and shall hereafter in this agreement be referred to in both capacities as the ("FBO").

WHEREAS, City owns and/or controls real property in the City of Marshall which is known as the ("Airport") which is all located in the City of Marshall, County of Lyon, State of Minnesota; and located upon said airport are certain airport facilities some of which the FBO desires to lease from the City. These facilities shall be referred to in this lease as the "Premises" and which is shown on Exhibit A which is attached and made a part of this agreement; and

WHEREAS, the City is willing to lease the Premises (Exhibit A) to the FBO and FBO desires to lease the premises (Exhibit A.) from the City upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Description of Premises

a. Premises

City leases to FBO and FBO leases from City a portion of the Airport facilities, which are shown on Exhibit A, which is attached hereto, and hereinafter described as (collectively, the "Premises"), and are specifically described as Parcels A-E, G, H, J, and M, which are as follows:

- A. Arrival and Departure Office Space;
- B. Arrival & Departure Common Area;
- C. 2002 Hangar;
- D. 1985 Hanger;
- E. Main Hanger;
- G. Fuel Dispensing Area; and
- H. Reserved Parking Area for FBO/Tenant.
- J. Common Use Parking Lot
- M. Red Baron Hangar

All of which parcels are shown on Exhibit A and marked as such and which are attached and made a part of this agreement.

During the term of this Agreement, title to all real estate and any improvements or fixtures located on the Premises shall remain vested in the City, and shall not vest in the FBO.

2. Use of Premises

a. Use

For the purpose of facilitating the operation at, to and from the Airport of an air transportation system conducted by the FBO, the City does hereby grant to the FBO, and the FBO does hereby take from the City, for and during the term of this Agreement, the right and privilege in common with others to whom similar rights and privileges may be granted, in connection with the operations by the FBO of an air transportation system and all activities incident thereto.

The Premises, as defined herein, shall be used solely for the following specified purposes, and for no other purpose without the prior written consent of the City:

- A charter/commercial air service consisting of the operation of an air transportation system and associated operations.
- An aerial spraying application service consisting of the aerial application of the agricultural type chemicals and including the lading and storage of said chemicals and associated operations.
 - Aircraft rental along with associated activities.
 - Aircraft sales along with associated activities.
 - A flight school to train and to test aircraft pilots.
 - An aircraft repair and maintenance service.
- Aircraft fuel dispensing service by approved tank truck and pump facilities.
- Sale of aircraft lubricants, accessories, parts and the repair and maintenance of aircraft engines, parts and general airplanes components.
- Use of Offices, Classroom and Retail Shop in A/D Building (Exhibit "A-1")

- Aircraft storage service consisting of short term or long-term aircraft storage within leased hangar building(s) or at tie-down area.
- Non-exclusive aviation fueling system.

The FBO shall have the right and obligation to decorate any of the buildings described within said Premises (not to include Parcel B) and to maintain the decoration in its Premises to include such things as wallpaper and paintings. Any change in the decorating of the Premises will be paid for by the FBO and subject to the approval by the City.

b. Miscellaneous Use of Premises

It is fully agreeable between the City and the FBO that as to Parcels (A), (C), (D), (E), (G), (H) and (M) that the FBO shall have the exclusive use of the "Premises", but as to Parcels (B) and the common parking area, described as Parcel (J), shall be in common with others. In the Arrival and Departure building that the FBO shall have the use of the hallways to get from the parking lot to the premises and said hallway shall be in common with other Tenants of the Arrival and Departure building. The FBO shall have the right to use for its employee's and invitees, the public parking lots that abut the Premises. The City reserves the right to, at all times, regulate the use of said parking lots and to regulate the use of the parking of any type of motor vehicle upon the tarmac. Also on said Premises are located public lavatories, the pilot's lounge, flight planning rooms, vending areas, and conference rooms which are available to be used by the FBO. The FBO shall have no right to park its vehicles on the tarmac outside the arrival and departure building, except for necessary airport purposes as determined by City personnel and in line with FAA regulations. The City shall designate the appropriate parking spaces in the parking lots for the FBO to park its vehicles.

c. Right of the FBO to Remove Property

The FBO shall be entitled during the term of this Agreement, and for a reasonable time after its termination, to remove from the Airport, or any part thereof, all aircraft, tools, machinery, equipment and trade fixtures placed, installed or constructed thereon by it: provided, however, that all buildings from which any property is so removed shall be restored by the FBO in such manner that such buildings or property are not materially damaged, or if so, shall be restored to original condition by the FBO and at his expense.

3. Services to be Provided by FBO

FBO agrees that it will use its best efforts, during the term of this agreement to provide the following services as an agent for the City and for other persons using the Airport Facilities. These services shall be provided by the FBO during the normal

business hours of Midwest Aviation. Normal business hours shall be from 8:00 a.m. to 6:00 p.m. Monday through Friday, excluding regularly observed holidays, and available on an on-call basis 24/7 unless modified by mutual agreement of both parties.

1. Provide Airport Advisories to pilots relating to Airport Facilities special conditions, recommended runway usage and general weather conditions.
2. Provide requested weather reports to airport users as obtained from weather observations, computer services and flight service stations.
3. Report to the airport maintenance personnel any known airport equipment failures or general airport facilities items in need of maintenance.
4. Report special information affecting airport usage to Flight Service station and including such items as the following that may be used for NOTAMS:
 - a. General or special runway conditions
 - b. Conditions requiring the airport to be officially closed and then subsequently opened.
 - c. Equipment and/or navigational aids failures.
 - d. Special weather conditions affecting pilot operations of the airport.
 - e. Any other special conditions, circumstances, or the like that affect pilot operational and safety at the airport.
5. Receive, transmit, and relay messages from and to pilots and other airport users, airport maintenance personnel and the general public in reference to requested services, advisories and general information.
6. Assist airport users in the use of airport support facilities located in the terminal building including: operation of the weather computer, weather instruments, Unicom radio, vending machines, telephones and other such equipment.
7. Assist airport users as necessary in hangaring aircraft, using tie-down facilities and parking aircraft at property locations on apron areas.
8. Advise the City Engineer and Airport Commission of general and special airport activities and concerns and make recommendations as to improvements to be considered.
9. Provide general public with requested information in reference to airport facilities, operations and activities and to assist in conducting any public relations program to maintain and improve the image and use the airport on behalf of the City of Marshall.
10. Vending machines services shall be the responsibility of the FBO to arrange for the provision thereof in approved areas.
11. The FBO shall collect and remit monthly, to the City, any taxes, landing fees, fuel flowage charges or charges of a similar nature imposed by the City upon aircraft landing and using the Marshall Airport facilities. Said fees and charges shall not be considered a revenue of the FBO but the FBO shall only be collecting them and remitting them to the City as required by resolution of the City Airport Commission.

4. Cleaning, Building Maintenance and Operational Expenses

As to Parcels (A), (C), (D), (E), and (G), and (M) the FBO shall be responsible for the cleaning and operational maintenances on said specific parcels. As to Parcel (B), the FBO shall reimburse the City for their proportionate share as shown in Exhibit "B" of all cleaning, building maintenance, and operational expenses of those specific Parcels during the term of this agreement. Other than Parcel (B), the FBO shall at all times keep the Premises clean. The City reserves the right, from time to time, to adjust these expenses annually, based on actual costs.

5. Option to Purchase Upon Default

As to Parcel (G), and after notice and a right to cure, the City shall have an option to purchase the fuel dispensing equipment located above or below the ground on Parcel (G) if at any time the FBO shall seek to terminate said operation. The purchase price shall be negotiated at the time of the event. If the parties are unable to agree on a purchase price, within thirty (30) days of the event, each party shall request an appraisal as to the then fair market value of the operation. The parties shall then agree to meet and confer within fifteen (15) days of the receipt of the last appraisal. Each party shall pay for their own appraisal. If, after they meet and confer, the parties are still unable to agree on a price, the then selected two appraisers shall select a third appraiser, which appraisal shall then be determined to be the purchase price. Both parties agree to be bound by the valuation as determined by the independent third appraiser and all costs and expenses associated with the third appraisal shall be bore equally by both parties.

6. Term

a. Initial Term

The term of this Agreement shall be for a period of ten (10) years ("Term"), commencing on January 1, 2015 ("Commencement Date") and expiring, unless earlier terminated, on December 31, 2024.

b. Adjusted Terms

Prior to the expiration of the lease, the City and the FBO may, renegotiate the provisions of this agreement and lease for a successive five (5) year period of time. If the terms cannot be negotiated for a successive five-year period of time, this agreement shall terminate and upon termination the FBO shall no longer have any rights or obligations as the FBO to any of the Parcels described and any rights as FBO as pursuant to this agreement. The FBO shall immediately remove its personal property from the premises within thirty (30) days so that the City can obtain a new FBO.

If, however, the parties renegotiate a lease for a new five (5) year period of time, from January 1, 2025 through December 31, 2029, the renegotiated terms shall govern the conduct and obligations of the parties. Thereafter, the parties shall

have the opportunity to renegotiate the terms of the lease for an additional five (5) year period of time from January 1, 2030 through December 31, 2034. If the terms of this lease and agreement cannot be renegotiated at that time, this agreement shall terminate and upon termination, the FBO shall no longer have any rights or obligations as the FBO to any of the Parcels described and any rights as FBO pursuant to this agreement. The FBO shall immediately remove its personal property from the premises within thirty (30) days so that the City may obtain a new FBO.

7. Rent

a. Rent

The FBO shall pay City for the lease of the Premises the monthly amount as shown in Exhibit "B". This rent, shall be annually adjusted by the City at a cap not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) as determined in October of each year and shall be paid monthly in advance by the last day of the calendar month for the upcoming calendar month. Said monthly rent shall commence on the 1st day of January 2015.

b. Late Fee

If the FBO fails to pay, within ten (10) days after receipt of City's written notice that City has not received any fee due from the FBO pursuant to this Agreement, the FBO shall pay a late fee ("Late Fee") which is the lesser of (1) twelve percent (12%) per annum, or (2) the highest rate allowed by Minnesota law on any past due balance, calculated from the date the amount is due until the close of the business day when the payment is received.

8. Taxes and Other Charges

a. Utilities

As to Parcels (C), (D), (E), (G) and (M) the FBO shall pay 100.0% of all water, sanitary sewer, natural gas, electricity, storm sewer charges, refuse collection, telephone, alarms or other similar charges used on or attributable to the Parcels, together with any taxes, penalties, interest or surcharges associated with such utilities and charges. The City shall install and shall meter utilities charges separately for Parcels (E) and (F). The City shall pay all utilities related to Parcel (F). As to Parcels (A) and (B), the FBO shall pay a proportionate share of all water, sanitary sewer, natural gas, electricity, storm sewer charges, refuse collection, telephone, alarms or other similar charges used on or attributable to the Parcels as shown in Exhibit "B", together with any taxes, penalties, interest or surcharges associated with such utilities and charges. The City reserves the right, from time to time, to adjust annually these expenses but any adjustment

Middlebrook (C now) City responsible M. Water City

NO

must be attributed to the actual fees paid to the City for such expenses. The FBO shall pay all of their private telephone charges that they use at the Premises.

b. Maintenance Fees

The City has the right to charge the FBO maintenance fees for such things as grass mowing, snow removal, parking lot maintenance and other normal maintenance fees involved in the maintenance of the property described in as Parcels (A), (C), (D), (E), (G), (H), (J) and (M) which are reasonable expenses in the maintenance of said properties. The FBO shall pay to the City in the amount as shown in Exhibit "B". The City reserves the right, from time to time, to annually increase maintenance fees in said areas in the event that in the reasonable judgment and opinion of the City, the cost of the maintenance of said areas due to inflation, or other factors justified an increase in maintenance fees.

9. Compliance with Laws

a. Compliance with Laws

The FBO shall use the Premises in accordance with all applicable local, municipal, county, state and federal laws, regulations, rules and ordinances, now or hereafter in force.

b. Landlords Lease Policies, Rules and Regulations

The FBO shall use the Premises in accordance with all rules and regulations and policies adopted by the City for the operation of its airport, including any other future rules and regulation adopted by the City for the operation of the airport.

c. Sewer and Water Policy

The FBO shall comply with all policies and regulations of the City regarding the use of water and the use of the sanitary sewer system for the City of Marshall.

10. Quiet Enjoyment

As long as the FBO pays rent when due and performs all terms of this Agreement, the FBO shall have quiet possession of the Premises for the entire Term of this Agreement, including any renewals thereof. However, City and its designated representatives have the right to enter the Premises, upon 24 hours' prior written notice, for the purpose of making inspections upon the Premises, making repairs or improvements to any adjoining Premises of the Airport and to install, repair, maintain and construct through the Premises such pipes, wires and other similar items as City deems necessary or desirable for the operation of the Airport. In doing so, City shall minimize disruption to

the FBO's use and enjoyment of the Premises, and shall repair any damage caused by such entry. The City shall defend the FBO against any third party claims and indemnify and hold the FBO harmless from and against any losses, damages and expenses, including reasonably attorney and consultant fees, arising from third party claims that result directly from the City's or its designated representatives' entry onto the Premises except to the extent the claims are based on the FBO's negligence or intentional misconduct or arise as a result of the FBO's breach of one or more of the FBO's obligations under this Agreement.

11. Inspection

City has the right, upon 24 hours' prior written notice, to inspect the Premises and any improvements and property located on the Premises at reasonable business hours.

12. Construction and Improvements

a. Construction of Building

The FBO herein acknowledges that Landlord has constructed on said Premises, certain buildings and hangars which are being leased by the FBO from the City.

The FBO accepts said building as constructed and agrees to pay the rental amount, and maintenance amount as above described.

b. Future Work

The FBO is under no obligation to construct or cause to be constructed any improvement to the Premises for any reason whatsoever; however, if the FBO desires to construct improvements to the Premises, it may, pursuant to the terms and conditions of this Agreement.

Any "Work" (as hereinafter defined) done during the term of this Agreement by the FBO must have prior written consent of the City, not to be unreasonably withheld. Said Work shall include any interior work in the amount of \$500.00 or more, including remodeling or structural alterations. However, prior written consent is not required for preventative maintenance. Any outside signs must have prior approval by the City. Any leasehold improvements made pursuant to this section by the FBO, shall at the termination of said the FBO, become part of the Premises and shall become the property of the City.

Prior to the commencement of the Work, the FBO shall also submit, if requested by City's Staff: (i) a bond or other security in an amount, form and with a surety satisfactory to City's staff, conditioned for the commencement, completion and payment for such Work and against loss or damage by reason of mechanic's liens; (ii) an insurance policy in the amount approved by the City, written by an

insurance company approved by the City protecting the City from all liability to persons or property for damages arising out of the work. (iii) cost estimates for the Work; and (iv) a sworn construction statement listing all individuals or entities providing labor, services, materials or equipment for the Work and containing such other information as City's staff may request.

The FBO shall only proceed with the Work after approval from City's staff, not to be unreasonably withheld, delayed or conditioned, and after obtaining all necessary government building permits and approvals and providing copies to City, if requested.

c. Completion

The FBO shall complete any and all Work, including Work subject to City approval at the FBO's cost. In completing any type of Work of any amount the FBO shall:

- (1) Do or cause all Work to be done in a good and workmanlike manner, within a reasonable time and in compliance with the Policies and applicable insurance requirements, building codes, zoning ordinances, laws and regulations;
- (2) Keep the Premises, this Agreement and every building, structure and improvement on the Premises free and clear from all liens for labor performed and materials furnished; and
- (3) Defend, at the FBO's cost, each and every lien asserted or filed against the land, or any part thereof, or against this Agreement or any building, structure or improvement on the Premises and pay each and every judgment resulting from such lien.

13. Maintenance

The FBO shall take good care of the Premises described as Parcel (A), (C), (D), (E), (G) and (M), and shall keep and maintain them in order and repair and in clean and neat condition. At the termination of the Agreement, these Parcels shall return to the City, those Parcels in the same condition that it was leased to them subject to reasonable wear and tear. The FBO shall not suffer or permit any waste or nuisance on the Premises that shall interfere with the rights of other tenants or City in connection with the use of Airport property not leased to the FBO.

14. Insurance

a. The FBO Required Insurance

Effective as of the earlier of the date the FBO enters or occupies the Premises or the Commencement Date, and continuing during the Agreement Term, the FBO, at its expense, shall obtain and maintain in full force the following insurance coverage:

- (1) The FBO shall insure their own personal property located on their Premises, including any aircraft which they own, and the Landlord shall have no obligation to insure any personal property or any aircraft located in the Premises against any loss.
- (2) Worker's compensation insurance with no less than the minimum limits required by law if the FBO has employees located at the Premises.
- (3) Commercial general liability insurance, with a minimum limit of \$2,000,000.00 per occurrence for property damage, personal injuries, or deaths of persons occurring in or about the Premises, or in or about the Airport if caused by the act or omission of the FBO or those for whom the FBO is legally responsible, and listing City as an additional name insured.

b. City's Required Insurance

The City shall insure Parcels (A) and (B) for casualty losses in the amount of its reasonable value. The FBO shall reimburse the City its' proportionate share of said insurance costs on an annual basis as included in Section. 6.a. Rent. The City shall, at their expense, insure Parcels, (C), (D), and (E), and (M) for casualty losses in the amount of its reasonable value. The FBO shall insure Parcel (G) against any loss or any environmental hazards or environmental losses arising out of the operation, maintenance and repair of Parcel (G).

c. Form of Insurance/City's Rights

All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to City's insurance staff, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to City. Any policy issued to City providing duplicate or similar coverage shall be deemed excess over the FBO's policies.

Original certificates evidencing coverage shall be delivered to City or to its designated agent at least ten (10) days prior to the Commencement Date and at least fifteen (15) days prior to each renewal of such insurance.

d. Indemnity

To the fullest extent permitted by law, the FBO agrees to indemnify, defend, save and hold harmless City and its officers, agents and employees (collectively "Indemnitees") from and against any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), of any nature whatsoever arising out of or incident to (i) the use or occupancy of, or operations of the FBO at or about the Premises and the Airport, or (ii) the acts or omissions of the FBO's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur. Notwithstanding the foregoing, the FBO is not obligated to indemnify defend, save and hold harmless an Indemnitee as a result of the Indemnitee's negligence or intentional acts.

City shall give the FBO reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, the FBO shall use legal counsel reasonably acceptable to City. City, at its option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. The FBO, at its expense, shall provide to City all information, records, statements, photographs, video, or other documents reasonably necessary to defend the parties on any claims.

The provisions of this Section shall survive expiration or earlier termination of this Agreement. The furnishing of the required insurance hereunder shall not be deemed to limit the FBO's obligations under this Section.

As a distinct and separate indemnification obligation, the FBO's shall defend, indemnify and hold City harmless from any claims or liabilities arising solely as a result of the FBO's failure to procure and to keep in force the insurance required in this Section.

15. Damage or Destruction

a. Landlord's Obligation to Rebuild

If the improvements on the Premises are damaged by fire or other casualty, the FBO's payment pursuant to this agreement, shall be reduced until the City restores, replaces and rebuilds the improvements to the same or better condition, as the Premises existed prior to the casualty loss. The City shall have sufficient insurance and use the insurance proceeds to rebuild said improvements according to plans and specifications approved by the City and the FBO. The City has no obligation to put into any rebuilding project any funds other than the insurance proceeds.

16. Surrender of Premises by the FBO

Upon the expiration or early termination of this Agreement, the FBO shall quietly and peacefully deliver to City the leased Premises.

17. Transfers

a. General Restrictions

Except as set forth in this Section, the FBO may not assign, either absolutely or as collateral for the FBO's payment of a debt or performance of an obligation, all or any part of the FBO's rights or obligations under this Agreement including, but not limited to, FBO's right to possession of the Premises. Except as set forth below, the FBO may not sublease all or any portion of the Premises.

Notwithstanding the foregoing provisions, the FBO may assign or sublet all or any part of the FBO's rights or obligations under this Agreement to any legal entity which is wholly owned by the FBO, or to any successor legal entity with which the FBO has consolidated or merged; provided, however, that the FBO shall remain liable for the performance of its duties and obligations hereunder.

b. Assignment Rights

For purposes of this Section, this term "assignment" includes all transfers, conveyances or assignments of the FBO's rights, whether voluntary or involuntary, other than a sublease or a leasehold mortgage. The FBO shall not have any or all rights pursuant to this agreement to any other party without the written permission of the City. Upon the FBO proposing to assign these rights, the City shall investigate the assignee as to being able to fulfill its financial obligations pursuant to this agreement and the ability of the assignee to provide the services necessary pursuant to this agreement. Said assignment shall not be a valid transfer until the City consents to this assignment.

(1) The FBO must submit a written request for the proposed assignment at least thirty (30) days prior to the date the FBO desires to consummate the assignment. At a minimum, the FBO shall submit:

- (a) The name, address and telephone number of the proposed FBO;
- (b) A detailed description of the proposed operation;
- (c) The business background and qualifications of the proposed FBO and the number of proposed employees;

- (d) Statements and documents demonstrating the financial stability of the proposed FBO; and
 - (e) Any other information that the City may reasonably request.
- (2) The proposed FBO has complied with all of the terms and conditions of this lease or agreement in existence between the City and the proposed tenant, and is otherwise acceptable to the City.
 - (3) The assignment is an assignment of all the FBO's rights and obligations under this Agreement.
 - (4) Contemporaneously with the assignment of the FBO's interests under this Agreement, the FBO must also convey the FBO's right, title and interest, if any, in and to any Improvements located on the Premises to the assignee of the FBO's rights under this Agreement.
 - (5) The assignees written assumption of the FBO's obligations under this Agreement with City's consent will release the FBO from those obligations from and after the date of assignment, except as it relates to events or circumstances occurred prior to the date of assignment.
 - (6) If City has identified environmental issues affecting the Premises caused solely by the FBO's use or misuse of the Premises during the Agreement Term, the FBO must resolve the environmental issues to City's reasonable satisfaction.
 - (7) The FBO may not assign the FBO's rights or obligations under this Agreement if, as of the effective date of the assignment, the FBO is in default under the terms of this Agreement or under the terms of any other agreement between City and the FBO, or facts or circumstances exist which would constitute a default with the giving of notice and passage of item as contemplated by this Agreement.

If all of the above conditions are met, the City may, at its discretion, consent to the assignment.

c. Sublease

- (1) Except as otherwise provided herein, the FBO may not sublease the Premises or any portion thereof, without the written consent of City.
- (2) The request for consent must come from the FBO. The request must include:

- (a) Name, address and telephone number of the proposed subtenant;
 - (b) A detailed description of the proposed operation;
 - (c) The business background and qualifications of the proposed subtenant and the number of proposed employees;
 - (d) Statements and documents demonstrating the financial stability of the proposed subtenant(s); and
 - (e) Any other information City may request.
- (3) The request for consent to sublease all or a portion of the Premises for commercial use will only be considered if:
- (a) The FBO and subtenant do not owe any monies to City under the terms of their present lease(s); and
 - (b) The FBO and subtenant have complied with the terms and conditions of their current lease(s), including environmental requirements.
- (4) The FBO shall be responsible for all activities of subtenant(s) occupying the Premises, for assuring that any sublease(s) are made subject and subordinate to this Agreement. Any subtenant is subject to all of the terms and conditions of this Agreement including the provisions of this Agreement which permit City to terminate this Agreement (which would result in a termination of the sublease) if the FBO defaults in its performance of one or more of the FBO's obligations under this Agreement (whether or not the subtenant is in default under the terms of the sublease). The FBO must include in any sublease, a provision whereby the subtenant agrees, for the benefit of City, to indemnify City in a manner consistent with the indemnification that is made by the FBO under this Agreement, and the sub lessee also agrees to maintain, in the subtenant's own name, liability insurance and all the other insurance provisions of this Agreement in their own name.

d. Collateral Assignments

The FBO may not assign, transfer, mortgage or otherwise pledge all or any portion of its rights, title or interest in the Premises pursuant to this Agreement or any of its other rights under this Lease as collateral to secure the FBO's payment of a debt or performance of any other obligation of the FBO.

e. Change in Control of Entity

If the FBO is a corporation, limited liability company, partnership or other business entity, the requirements of this Agreement also apply to any change in the ownership of the FBO if, as a result of such transfer, there is a change in the identity of individual or individuals who held a majority of the voting interest in the FBO or otherwise controlled the actions of the FBO as of the Commencement Date.

If the FBO is an entity, a change in the name of the FBO, which does not result in a change in ownership, the FBO must provide City's staff with documentation, satisfactory to City evidencing the change of name within thirty (30) days following the effective date of said name change.

f. Transfer of Improvements

The FBO shall not permit, voluntarily or by operation of law, any improvements to the Premises to be owned by any person or entity other than the FBO without the City's consent.

18. Default

a. Events of Default

Any of the following shall constitute a default under this Agreement:

- (1) The FBO fails to pay money owed to City under this Agreement when due, and such failure continues ten (10) days after written notice from City to the FBO.
- (2) The FBO uses the Premises for any purpose not expressly authorized by this Agreement and such default continues for thirty (30) days following written notice from City to the FBO.
- (3) The FBO fails to follow an inspection in accordance with the terms and conditions of this Agreement and such default continues for thirty (30) days following written notice from City to the FBO unless FBO's refusal is based on a good faith disagreement.
- (4) The FBO assigns, subleases or transfers this Agreement except as otherwise permitted, and such assignments, sublease or transfer continues for thirty (30) days following written notice from City to the FBO.

- (5) The FBO fails to carry the insurance required under this Agreement; any insurance required under this Agreement is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this Agreement; or City receives notice of any such conditions pursuant to this Agreement, and such failure continues for a period of thirty (30) consecutive days.
- (6) The FBO vacates or abandons the Premises, and such vacation or abandonment continues for thirty (30) days following written notice from City to the FBO.
- (7) The FBO fails to discharge, by payment or bond, any lien or encumbrance placed upon the Premises or improvements in violation of this Agreement within thirty (30) days following written notice from City to the FBO that any such lien or encumbrance is filed against the Premises and/or improvements.
- (8) The FBO (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate the FBO bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any of any substantial part of its property; or (c) involuntary becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) The FBO fails to comply with any other term or condition of this Agreement and such default continues for more than thirty (30) days after written notice from City to the FBO, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) the FBO is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing the FBO from its obligations under the Agreement, attempt to cure the default. City may enter the Premise for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of the FBO or a termination of this Agreement;

- (2) With legal process, re-enter the Premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by the FBO for the full Term of this Agreement. City's re-entry of the Premises is not a termination of this Agreement. In the event of such re-entry, City may proceed for the collection of money to be paid under this Agreement or for properly measured damages;
- (3) Terminate this Agreement upon written notice to the FBO and re-enter the Premises as of its former estate, and shall have the right to implement the provisions under this Agreement, and the FBO covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the Term; and

In the event of any default and for any type of remedy chosen by City, the FBO shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Dispute Resolution

Any dispute arising out of this agreement, unless earlier resolved by mutual agreement, shall be finally settled by arbitration to be held in the City of Marshall, Minnesota, pursuant to commercial arbitration rules. The Arbitration Panel shall consist of three arbitrators. Each party shall select one arbitrator within fifteen (15) days from the date of filing of any demand for arbitration and the third arbitrator (as well as any other vacancies on the panel) shall be appointed jointly by the parties. It is the parties' desire that all arbitration be concluded speedily, with the hearing to take place and the award to be made within forty-five (45) days of the filing of any demand for arbitration. Judgment upon the award of a majority of the arbitrators shall be binding upon the parties hereto and may be entered in any court having jurisdiction. Specific performance and injunctive relief may be ordered by the award. Costs and attorneys' fees shall be paid as the arbitrators' award shall specify. As the sole exception to arbitration, each party shall have the right to obtain injunctive relief, only, from any court having jurisdiction so as to preserve that party's rights for resolution in any pending or imminent arbitration proceedings; but no such injunction shall prohibit or postpone such arbitration proceedings, and any such injunction may be modified or vacated as a result of the arbitration award.

d. Default of Other Agreements

Default by the FBO of any other agreement between the FBO and City shall not constitute default of this Agreement.

19. Environmental Responsibilities

a. Definitions

- (1) "Environmentally Regulated Substances" means any element, compound, pollutant, contaminant, or toxic or hazardous substance, material or waste, or any mixture thereof, regulated pursuant to any Environmental Law, including but not limited to products that might otherwise be considered of commercial value, such as asbestos, polychlorinated biphenyls, petroleum products and byproducts, glycol and other materials used in de-icing operations.
- (2) "Environmental Law" means any common law or duty, case law or ruling, statute, rule, regulation, law, ordinance or code, whether local, state or federal, that regulates, creates standards for or imposes liability or standards of conduct concerning any element, compound, pollutant, contaminant, or toxic or hazardous substance, material or waste, or any mixture thereof, including but not limited to products that might otherwise be considered of commercial value, such as asbestos, polychlorinated biphenyls, petroleum products and byproducts, glycol and other materials used in de-icing operations.

b. Indemnification

In addition to the general indemnification contained in this Agreement, the FBO hereby indemnifies and agrees to defend, protect, and hold harmless, the City, its officers, employees, agents, and their respective successors, as well as successors in title to any interest in the Premises (hereafter "Indemnitees"), from and against any and all losses, liabilities, fines, damages, injuries, penalties, response costs, or claims of any and every kind whatsoever arising solely due to the FBO's use or misuse of the Premises, paid, incurred or asserted against, or threatened to be asserted against, any Indemnitee (hereafter "Claims"), including, without limitation: (i) all consequential damages; (ii) the reasonable costs of any investigation, study, removal, response or remedial action, as well as the preparation and implementation of any monitoring, closure or other required plan or response action; and (iii) all reasonable costs and expenses incurred by any Indemnitee in connection therewith, including but not limited to, reasonable fees for attorney and consultant services; which Claims arise out of or relate to (A) the presence on, in or under, or to escape, seepage, leakage, spillage, discharge, deposit, disposal, emission or release of Environmentally Regulated Substances on, in or from the Premises and Airport or in violation of

any Environmental Law as a result of the FBO's operations, during the term of this Agreement, on the Premises and the Airport, or (B) any material inaccuracy, incompleteness, breach or misrepresentation under this Agreement.

If any such indemnified Claim or action shall be brought against any indemnitee, then after such Indemnitee notifies the FBO thereof, the FBO shall be entitled to participate therein as a party, and shall assume the defense thereof at the expense of the FBO with counsel reasonably satisfactory to such Indemnitee. The FBO shall be entitled to settle and compromise any such Claim or action, provided, however, that such Indemnitee may elect to be represented by separate counsel, at such Indemnitee's sole expense, and if such Indemnity so elects, such settlement or compromise shall be effected only with the consent of such Indemnitee. Such Indemnitee's consent shall not be unreasonably withheld and shall be granted if such settlement or compromise provides for a complete release of such Indemnitees. This indemnification and the FBO's obligations hereunder, shall survive after the cancellation, termination or expiration of the term of this Agreement, with respect to matters arising prior thereto and during the term of this Agreement.

City hereby indemnifies and agrees to defend, protect, and hold harmless, the FBO, its officers, employees, agents, and their respective successors, as well as successors in title to any interest in the Premises (hereafter "Indemnities"), from and against any and all losses, liabilities, fines, damages, injuries, penalties, response costs, or claims of any and every kind whatsoever arising from City's past or future use or misuse of the Premises, paid, incurred or asserted against, or threatened to be asserted against, any Indemnity (hereafter "Claims"), including, without limitation: (i) all consequential damages; (ii) the reasonable costs of any investigation, study, removal, response or remedial action, as well as the preparation and implementation of any monitoring, closure or other required plan or response action; and (iii) all reasonable costs and expenses incurred by any Indemnity in connection therewith, including but not limited to, reasonable fees for attorney and consultant services; which Claims arise out of or relate to (A) the presence on, in or under, or to escape, seepage, leakage, spillage, discharge, deposit, disposal, emission or release of Environmentally Regulated Substances on, in or from the Premises and Airport or in violation of any Environmental Law as a result of City's action or inaction prior to or following the term of this Agreement, on the Premises and the Airport, or (B) any material inaccuracy, incompleteness, breach or misrepresentation under this Agreement.

If any such indemnified Claim or action shall be brought against any indemnity, then after such Indemnity notifies City thereof, City shall be entitled to participate therein as a party, and shall assume the defense thereof at the expense of City with counsel reasonably satisfactory to such Indemnity. City shall be entitled to settle and compromise any such Claim or action, provided,

however, that such Indemnity may elect to be represented by separate counsel, at such Indemnity's sole expense, and if such Indemnity so elects, such settlement or compromise shall be effected only with the consent of such Indemnity. Such Indemnity's consent shall not be unreasonably withheld and shall be granted if such settlement or compromise provides for a complete release of such Indemnities. This indemnification and City's obligations hereunder, shall survive after the cancellation, termination or expiration of the term of this Agreement, with respect to matters arising prior to and following the term of this Agreement.

c. Compliance with Environmental Laws

City covenants that the Premises are not currently subject to environmental claims for violation of federal, state, or local law or regulations. FBO is not currently aware of any violations of federal, state or local law or regulations. During the Term of this Agreement, the FBO shall keep and maintain and shall conduct its operations on the Premises and Airport in full compliance with all applicable Environmental Laws. The FBO shall further use commercially reasonable efforts to ensure that its employees, agents, contractors and subcontractors occupying or present on the Premises and Airport and any other persons conducting any activities on the Premises and Airport comply with all applicable Environmental Laws. By virtue of its operational control of the Premises, the FBO shall be fully responsible for obtaining all necessary permits or other approvals under the Environmental Laws and shall have full responsibility for signing and submitting any necessary applications, forms, documentation, notifications, certifications, or other governmental submittals relating thereto. Upon the request of City, the FBO shall provide copies to City of any such applications, forms, documentation, notifications or certifications within thirty (30) days.

d. Testing and Reports

The FBO shall provide to City, within thirty (30) days of receipt, a copy of any notice regarding a violation of the Environmental Laws arising out of the FBO's operations on the Premises and Airport during the term of this Agreement, a copy of any report, whether in final or draft form, regarding compliance with Environmental Laws or with the presence, use, emission or release of any Environmentally Regulated Substances arising out of the FBO's operations on the Premises and Airport during the term of this Agreement, or a copy of any notice of the emission or release of Environmentally Regulated Substances in violation of the Environmental Laws arising out of the FBO's operations on the Premises and Airport during the term of this Lease. If the City has a reasonable basis to believe that the FBO is not meeting the obligations of this Agreement, the City may, pursuant to section 17(f), investigate, study and test the Premises.

e. Notification

The FBO shall notify City in writing of any matter the FBO obtains knowledge of that may give rise to an indemnified claim under this Agreement or that constitutes any emission, spill or release or any threatened emission, spill or release of any Environmentally Regulated Substance in, on, under or about the Premises and Airport arising out of the FBO's operations during the term of this Agreement which is or may be in violation of the Environmental Laws. The FBO shall promptly notify City verbally of any fuel spill or any other spill caused or resulting from the FBO's operations on the Premises and Airport during the term of this Agreement.

f. Right to Investigate

City shall have the right, but not the obligation or duty, upon 24 hours' prior written notice to the FBO, anytime during the term of this Agreement, to investigate, study and test the Premises, at City's own expense, and without interfering with the FBO's operations on and use of the Premises, to determine whether Environmentally Regulated Substances are located in, on or under the Premises, or were emitted or released therefrom, which are not in compliance with Environmental Laws. City's investigation of the Premises under this provision shall be in accordance with and subject to the Inspection Procedures established in the Policies. City shall pay the FBO the cost to repair any damage to the Premises caused by City's investigation, study or testing and shall indemnify, defend and save harmless the FBO and its officers, employees, agents and successors from and against any and all claims, suits, losses, damages and expenses, including reasonable attorney and consultant fees, directly resulting from City's investigation, study or testing. City's obligation to indemnify the FBO under this section does not release the FBO from its indemnification obligations to the City under any provision of this Agreement.

If any such claim shall be brought against the FBO, (or its officers, employees, agents and successors, collectively "FBO" in this paragraph) then after such the FBO notifies City thereof, City shall be entitled to participate therein as a party, and shall assume the defense thereof at the expense of City with counsel reasonably satisfactory to such the FBO. City shall be entitled to settle and compromise any such claim or action, provided, however, that such the FBO may elect to be represented by separate counsel, at such the FBO's sole expense, and if such the FBO so elects, such settlement or compromise shall be effected only with the consent of such the FBO. Such FBO's consent shall not be unreasonably withheld and shall be granted if such settlement or compromise provides for a complete release of such the FBO. This indemnification and City's obligation hereunder, shall survive after the cancellation, termination or expiration of the Term of this Agreement, with respect to matters arising prior thereto.

g. Right to Take Action

City shall have the right, but not the duty or obligation, to take whatever reasonable action it deems appropriate to protect the Premises and Airport from any material impairment to its value resulting from any escape, seepage, leakage, spillage, discharge, deposit, disposal, emission or release of Environmentally Regulated Substances from the Premises and Airport which violates any Environmental Law and arises out of the FBO's operations on the Premises and Airport during the term of this Agreement. City shall notify the FBO of its intention to take such action in writing thirty (30) days before proceeding under this section. Within such thirty (30) day period, the FBO shall have the opportunity to take whatever reasonable action is mutually agreed upon by the FBO and City to cure the matter of concern or provide City a binding commitment to do so within a reasonable time. If the FBO does not take such action or provide a binding commitment within the thirty (30) day period, City may proceed with the terms of this Section. All reasonable costs associated with any action by the City in connection with the provisions herein, including but not limited to reasonable attorneys' fees, shall be subject to indemnification by the FBO to the City based on a demonstration of FBO's responsibility under this Agreement.

h. Claims Relating to Environmentally Regulated Substances

To the best of the FBO's knowledge (except for matters that have been corrected in accordance with law) (i) no enforcement, investigation, clean-up, removal, remediation or response or other governmental or regulatory actions have been asserted or threatened with respect to the FBO's past operations conducted on the Premises or Airport, or the Premises itself, or against the FBO with respect to or in any way regarding the Premises, pursuant to any Environmental Laws, or relating to Environmentally Regulated Substances; (ii) no violation or noncompliance with Environmental Laws has occurred with respect to the Premises or the FBO's past operations thereon; (iii) no claims with respect to the Premises or the FBO's past operations thereon, or against the FBO with respect to the Premises or Airport or the FBO's past operations thereon relating to Environmental Laws or Environmentally Regulated Substances, have been made or been threatened by any third party, including any governmental entity, agency or representative. For purposes hereof, "the best of the FBO's knowledge" shall mean the actual knowledge without any duty to inquire.

20. Non-Discrimination

a. General

The FBO, for itself, and its heirs, representatives, successors and assigns, as part of the consideration herein, hereby covenants and agrees, as a covenant running

with the land, that (1) no person, on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that in the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) the FBO shall use the Premises, in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended from time to time.

b. Improvements

The FBO, for itself, and its heirs, representatives, successors and assigns, as part of the consideration herein, hereby covenants and agrees, as a covenant running with the land, that in the event improvements are constructed, maintained or otherwise operated on the Premises for a purpose for which a program or activity of the Department of Transportation is extended or for another purpose involving the provision of similar services or benefits, the FBO shall operate such improvements and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended from time to time.

c. Economic

The FBO, and those operating under agreement with the FBO, shall furnish services authorized by this Agreement on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the FBO and those operating under agreement with the FBO shall be allowed to make reasonable and not unjustly discriminatory discounts, rebates and other similar types of price reductions to volume purchasers.

21. Civil Rights

The FBO agrees that it will comply with applicable laws, statutes, Executive Orders and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the FBO or its transferee for the period during which federal assistance is extended to the Airport, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the

following period: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the Airport sponsor or any transferee retains ownership or possession of the property.

22. City's Operation of the Airport

City shall properly maintain, operate and manage the Airport at all times in a safe manner, according to generally accepted good practices in the State of Minnesota for airports of similar size and character. If for any reason beyond the control of the City (including, but not limited to, war, strike, riots and civil commotion) the City fails to properly maintain, operate or manage the Airport, such failure is not a breach of this Agreement and the City is not liable in damages. This paragraph does not require the City to operate an airport traffic control tower at the Airport unless, in the judgement of the City such operation is deemed necessary.

23. Use Not Exclusive

The FBO shall have the right to conduct all operations authorized pursuant to the terms of this Agreement, provided, however, that this Agreement shall not be deemed to grant to the FBO, or those claiming under the FBO the exclusive right to use any part or portion of the Airport other than the Premises.

Notwithstanding the terms of this Agreement, if City enters into an agreement with another commercial or scheduled carrier, commercial operator or other related aviation services company for the purpose of providing any services authorized to FBO under this Agreement, FBO shall be entitled to negotiate any terms of this Agreement which are inconsistent with terms offers to such other company. In the event the parties are unable to reach an agreement on new terms, the FBO may terminate the Agreement and its obligations arising under it with thirty (30) days notice in writing.

24. General Provisions

a. Airport Access

The FBO has the privilege of using the public portions of the Airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with the FBO.

b. Waiver

The waiver by City or the FBO of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.

c. Headings

The headings in this Agreement are for convenience in references and are not intended to define or limit the scope of any provision of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event of any failure of Landlord to comply with the provisions of this Agreement, and such failure materially impairs the FBO's use of the Premises, the FBO may elect to terminate this Agreement upon thirty (30) days prior written notice to Landlord unless, prior to the expiration of such period, Landlord has either (i) cured such default or commenced to cure such default and thereafter shall be proceeding with due diligence to complete the same; or (ii) gives written notice to the FBO that it disputes the FBO's assertion that Landlord is in default, in which event Landlord shall simultaneously file a demand for arbitration.

d. Entire Agreement

This Agreement represents the entire agreement between the parties and supercedes any prior agreements regarding the Premises. This Agreement may only be modified if done in writing and executed by both parties.

e. Severability

If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement.

f. Governing Law

This Agreement shall be governed by Minnesota law.

g. Public Data

City shall use reasonable care to treat matters pertaining to the FBO's business in a confidential manner to the extent permitted by law. This Agreement, and the information related to it, is subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

h. Commitments to Federal and State Agencies

Nothing in this Agreement shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the Airport.

i. Successors

This Agreement shall extend to and bind the legal representatives, successors and assigns of the parties to this Agreement.

j. Relationship of Parties

Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between City and the FBO, or to create any other relationship between the parties other than that of Landlord and the FBO.

k. Consent and Approvals

Whenever in this Agreement the consent or approval of City is required, such phrase means that the request shall first be submitted for approval to the airport commission who shall make a recommendation to said approval to the City Council and the final approval shall be approved by the Marshall City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

l. Notice

Any notice required under this Agreement shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

City: City of Marshall, Minnesota
Attn: Marshall City Administrator
344 West Main Street
Marshall, Minnesota 56258

Tenant: Southwest Aviation, Inc.
Attn: Mr. Pete Johnson
C/O Midwest Aviation
1650 W. College Drive, Suite 100
Marshall, MN 56258

Notice is deemed given (i) two (2) business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient.

Either party may change the party's address for notice by providing written notice to the other party.

IN WITNESS WHEREOF, City and the FBO have executed this Agreement as of the dates indicated below.

CITY:

CITY OF MARSHALL



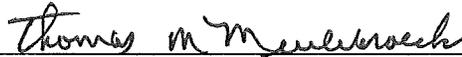
By: Robert J. Byrnes
Its: Mayor

Date: 12-2-14



By: Benjamin S. Martig
Its: City Administrator

Date: 12-2-14



By: Thomas M. Meulebroeck
Its: City Clerk/Finance Director

Date: 12-2-14

TENANT

SOUTHWEST AVIATION, INC. DBA MIDWEST AVIATION



By: Pete Johnson
Its: President

Date: 12-2-14

EXHIBIT "A"

SOUTHWEST MINNESOTA REGIONAL AIRPORT
MARSHALL RYAN FIELD

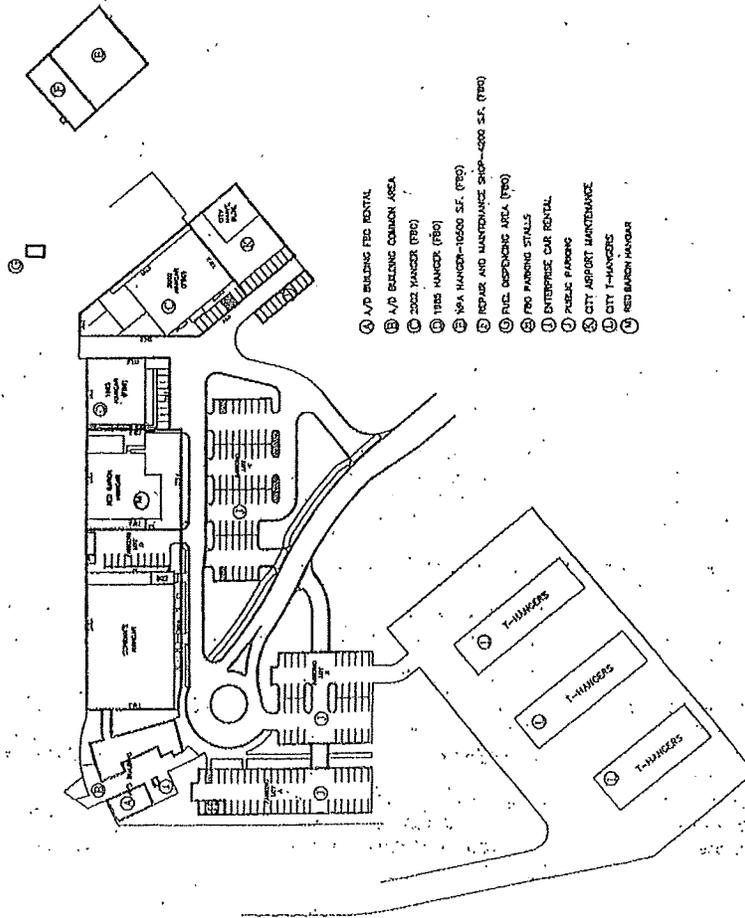
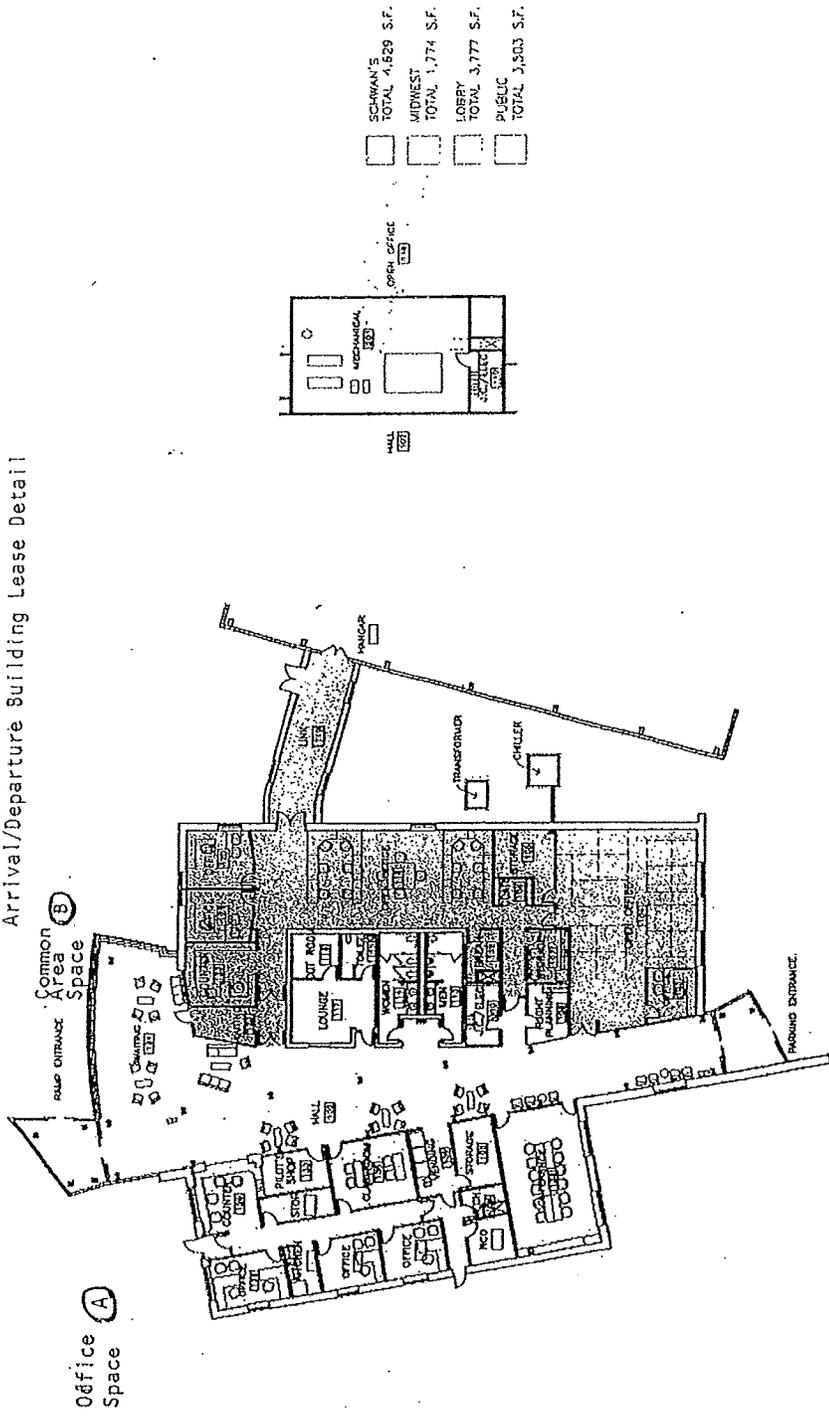


EXHIBIT "A-1"

Arrival/Departure Building Lease Detail



1 FIRST FLOOR PLAN
NO SCALE



2 MEZZANINE FLOOR PLAN
NO SCALE



EXHIBIT "B"

Rental Fees

- Monthly Pro-Rata Rent/Building Rental Fees for premises identified in Section 1a. – Description of Premises shall include: Section 4. Cleaning, Building Maintenance and Operational Expenses, Section 7. Rent, 8a. Utilities, 8b. Maintenance Fees, and 14b. City's Required Insurance:

-General FBO Lease	<i>A/B Best</i>	\$543.00/Mo.
-1985 Hangar		\$575.00/Mo.
-2002 Hangar		\$2,444.00/Mo.
-Red Baron Hangar		\$1,938.00/Mo.
Total Monthly Rent		\$5,500.00/Mo.*

*This rent shall be adjusted annually by the City at a cap not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) as determined in October of each succeeding year during the term of this Lease.

RESOLUTION NO. 4092, SECOND SERIES

RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE FIXED BASE OPERATOR'S AGREEMENT AND COMMERCIAL LEASE BETWEEN THE CITY OF MARSHALL AND SOUTHWEST AVIATION, INC. DBA MIDWEST AVIATION

WHEREAS, the parties City of Marshall and Southwest Aviation, Inc. doing business as Midwest Aviation, entered into a Fixed Base Operator's Agreement and Commercial Lease on January 1, 2004 for a period of ten years; and

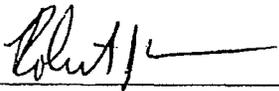
WHEREAS, the present ten year FBO lease was effective through 12/31/2013, has been carried forward for 2014 based upon the terms as previously established.

WHEREAS, continuing discussions and negotiations have revolved around description of the premises that will be leased as well as the monthly rental for the property. The parties have both agreed that Parcel F (the repair and maintenance shop) will no longer be leased by the FBO; however, Parcel M (Red Baron Hangar) will be leased by the FBO.

NOW, THEREFORE, BE IT RESOLVED, that the City of Marshall does hereby authorize the proper City officials to execute a Fixed Base Operator's Agreement and Commercial Lease between City of Marshall and Southwest Aviation, Inc. doing business as Midwest Aviation, to be in place for the period of time January 1, 2015 through December 31, 2024.

Passed and Adopted by the Council this 10th day of November, 2014.

CITY OF MARSHALL



By: Robert J. Byrnes
Its: Mayor

ATTEST:



By: Thomas M. Meulebroeck
Its: City Clerk/Finance Director

THIS INSTRUMENT WAS DRAFTED BY:

QUARNSTROM & DOERING, P.A.
MARSHALL CITY ATTORNEY
By: Dennis H. Simpson
109 South Fourth Street
Marshall, MN 56258
(507) 537-1441

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of Liquor License Renewals for 2025
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 renewal by each business.</p> <p>Licenses cover a period from January 1 – December 31, 2025.</p>
Fiscal Impact:	\$11,250.00
Alternative/ Variations:	
Recommendations:	To approve the renewals On-Sale Liquor and 3.2 Off-Sale Malt Liquor Licenses for 2025.

City of Marshall, Minnesota

Combined On-Sale & Sunday Liquor

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO
Fuzzy's Bar & Grill, Inc. dba
Fuzzy's Bar & Grill,

For an **Combined On-Sale & Sunday Liquor License** at **236 W. Main St.**
from **January 1, 2025 - December 31, 2025**, 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 17, 2024**

Mayor

Attest:

City Clerk

(Seal)

City of Marshall, Minnesota
Combined On-Sale & Sunday Liquor

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

Maria E. Leon dba
El Rancho #2,

For an **Combined On-Sale & Sunday Liquor License** at **1419 E. College Dr.**
from **January 1, 2025 - December 31, 2025**, 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 17, 2024**

Mayor

Attest:

City Clerk

(Seal)

City of Marshall, Minnesota

Combined On-Sale & Sunday Liquor

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO
Sazon Catracho, LLC dba
Sazon Catracho,

For an **Combined On-Sale & Sunday Liquor License** at **1404 E. College Dr.**
from **January 1, 2025 - December 31, 2025**, 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 17, 2024**

Mayor

Attest:

City Clerk

(Seal)

City of Marshall, Minnesota

3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

Family Dollar Stores of Minnesota, LLC #33578 dba
Family Dollar,

For an **3.2% Off-Sale License** at **1213 E. College Dr.**
from **January 1, 2025 - December 31, 2025**, 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 17, 2024**

Mayor

Attest:

City Clerk

(Seal)



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of Taxicab License Renewals
Background Information:	<p>All taxicab licenses are approved to expire each calendar year. All 2024 taxicab licenses will expire at midnight, December 31, 2024.</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 taxicab license renewals for 2025.

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, 2025 - December 31, 2025**, 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 17, 2024**

Mayor

Attest:

City Clerk

City of Marshall, Minnesota

Taxicab

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

Southwestern Transportation Services, LLC dba

Southwest Taxi

For a **Taxicab License**

from **January 1, 2025 - December 31, 2025**, 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 17, 2024**

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Acceptance of Donations to the Adult Community Center
Background Information:	<p>The Adult Community Center received \$1,081.93 in donation during FY 2024.</p> <p>Minnesota Statute 465.03 Gifts to Municipalities require that a city may accept a grant or devise of real or personal every acceptance be done by resolution and must be adopted by two-thirds majority of its members.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Adopt Resolution 24-108 formally accepting donations to the Adult Community Center received in 2024.

RESOLUTION NUMBER 24-108
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>
Crafter's Guild	\$352.93
VFW Auxiliary	\$100.00
Rent Reclassification: ABE	\$600.00
Hy-Vee Red Bag Program	\$29.00

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

These donations will be used towards programming held at the Adult Community Center. Programming benefits all guests of the facility and are geared towards those aged 55+.

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 17th day of December 2024.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Acceptance of Donations Made to the Marshall Fire Department
Background Information:	The Marshall Fire Department received \$3088.88 in donation during FY 2024. Minnesota Statute 465.03 Gifts to Municipalities require that a city may accept a grant or devise of real or personal every acceptance be done by resolution and must be adopted by two-thirds majority of its members.
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Adopt Resolution 24-107 formally accepting donations to the Marshall Fire Department received in 2024.

**RESOLUTION NUMBER 24-107
ACCEPTING DONATIONS 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>
Kwik Trip	\$1,000.00
Kwik Trip	\$1,000.00
Patricia Malone	\$50.00

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

These donations were passed to the Marshall Firefighters Relief Association to be utilized in future equipment purchases.

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
MVFRA (RELIEF ASSN.)	\$188.88
Tim & Sue DeSaer	\$100.00

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 17th day of December 2023.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, December 17, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Check Report

By Vendor Name

Date Range: 12/07/2024 - 12/13/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	12/11/2024	EFT	0.00	601.13	18567
6128	ACTION COMPANY LLC	12/13/2024	EFT	0.00	625.00	18578
0578	AMAZON CAPITAL SERVICES, INC.	12/13/2024	EFT	0.00	1,305.23	18579
6918	ANDERSON, DOUGLAS D OR PEGGY L	12/13/2024	Regular	0.00	1,297.00	125329
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILI	12/13/2024	EFT	0.00	30.00	18580
0629	ARNOLD MOTOR SUPPLY, LLP	12/13/2024	EFT	0.00	62.98	18581
6883	AT&T MOBILITY II LLC	12/13/2024	Regular	0.00	38.23	125330
5702	B & H PHOTO & ELECTRONICS CORP	12/13/2024	EFT	0.00	1,944.20	18582
1126	BDG INC.	12/13/2024	EFT	0.00	79.20	18583
7826	BEEKMAN, SCOTT	12/13/2024	Regular	0.00	500.00	125331
0688	BELLBOY CORPORATION	12/13/2024	EFT	0.00	11,849.90	18584
0689	BEND RITE CUSTOM FABRICATION, INC.	12/13/2024	Regular	0.00	8.72	125332
0699	BEVERAGE WHOLESALERS, INC.	12/13/2024	Regular	0.00	19,636.38	125333
6943	BLOMME, ZACHARY OR JENESSA	12/13/2024	Regular	0.00	1,763.00	125334
0018	BORDER STATES INDUSTRIES, INC.	12/13/2024	EFT	0.00	9,430.00	18585
0018	BORDER STATES INDUSTRIES, INC.	12/13/2024	EFT	0.00	79.70	18586
3829	BRAU BROTHERS	12/13/2024	EFT	0.00	1,299.25	18587
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	12/13/2024	EFT	0.00	4,038.17	18588
6539	BREMER BANK	12/10/2024	Regular	0.00	1,959.60	125323
7432	BROCKBERG FAMILY REVOCABLE LIVING TRUST	12/13/2024	Regular	0.00	1,235.00	125335
2431	BUELTEL-MOSENG LAND SURVEYING, INC	12/13/2024	EFT	0.00	400.00	18589
7431	BYRNES, ROBERT OR BRENDA	12/13/2024	Regular	0.00	2,301.00	125336
7590	BZDOK, CHARLENE ANN	12/13/2024	EFT	0.00	260.00	18590
0802	CARLSON & STEWART REFRIGERATION, INC.	12/13/2024	EFT	0.00	1,224.46	18591
0815	CATTOOR OIL COMPANY, INC	12/13/2024	EFT	0.00	4,083.57	18592
5351	CENGAGE LEARNING	12/11/2024	EFT	0.00	49.48	18568
7662	CENTRAL SPECIALTIES INC.	12/13/2024	EFT	0.00	9,916.95	18593
0836	CHARTER COMMUNICATIONS, LLC	12/13/2024	EFT	0.00	111.53	18594
5733	CLARITY TELECOM, LLC	12/11/2024	EFT	0.00	418.13	18569
5733	CLARITY TELECOM, LLC	12/13/2024	EFT	0.00	294.92	18595
7183	CLOVER	12/11/2024	Bank Draft	0.00	14.95	DFT0004664
0920	CULLIGAN WATER CONDITIONING OF MARSHAI	12/13/2024	Regular	0.00	129.75	125337
7827	CULLIGAN, DON	12/13/2024	Regular	0.00	500.00	125338
7835	DAISY & TULIP HOLDINGS LLC	12/13/2024	Regular	0.00	2,259.00	125339
7406	DECOMM VENTURES, LP	12/13/2024	EFT	0.00	700.00	18596
7249	DEGROOT, CHRISTINE	12/11/2024	EFT	0.00	46.90	18570
5731	DOLL DISTRIBUTING LLC	12/13/2024	EFT	0.00	9,823.26	18597
7365	DOPHEIDE, STANLEY OR SANDRA	12/13/2024	Regular	0.00	1,784.00	125340
5796	E & J RENTALS, LLC	12/13/2024	Regular	0.00	3,382.00	125341
1090	FASTENAL COMPANY	12/13/2024	EFT	0.00	577.12	18598
7427	FRANSEN, MELISSA OR DARREN	12/13/2024	Regular	0.00	1,817.00	125342
6170	FRIENDS OF THE MARSHALL-LYON COUNTY LIBR	12/10/2024	Regular	0.00	338.50	125327
1167	GENESIS LAMP CORPORATION	12/13/2024	EFT	0.00	981.25	18599
0422	GOODMUND, DOUG	12/13/2024	Regular	0.00	200.00	125343
6478	GOPHER STATE ONE CALL	12/13/2024	EFT	0.00	132.30	18600
6127	GRANDVIEW VALLEY WINERY, INC	12/13/2024	Regular	0.00	1,908.00	125344
1208	GREAT PLAINS NATURAL GAS COMPANY	12/09/2024	Bank Draft	0.00	6,725.19	DFT0004663
7045	GREATER MINNESOTA REGIONAL PARKS AND TI	12/13/2024	Regular	0.00	265.00	125345
1215	GREENWOOD NURSERY	12/13/2024	EFT	0.00	300.00	18601
7833	GRUNIG, MITCHELL OR BRITTANY	12/13/2024	Regular	0.00	1,602.00	125346
7837	HAUSE, SCOTT J	12/13/2024	Regular	0.00	359.99	125347
1271	HENLE PRINTING COMPANY	12/11/2024	EFT	0.00	556.25	18571
7830	HENNEN SEEDS LLC	12/13/2024	Regular	0.00	3,465.00	125348
7834	HENNEN, RICHARD	12/13/2024	Regular	0.00	1,865.00	125349

Check Report

Date Range: 12/07/2024 - 12/13/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7143	HORVATH PROPERTIES LLC	12/13/2024	Regular	0.00	4,359.00	125350
1343	INDEPENDENT LUMBER OF MARSHALL INC	12/13/2024	EFT	0.00	154.90	18602
4552	INGRAM LIBRARY SERVICES	12/11/2024	EFT	0.00	3,299.51	18572
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	12/13/2024	EFT	0.00	107.01	18603
7430	JACKSON, SHARON OR NIKOLAUS	12/13/2024	Regular	0.00	1,651.00	125351
2064	JOHN DEERE FINANCIAL	12/13/2024	EFT	0.00	743.02	18604
1399	JOHNSON BROTHERS LIQUOR COMPANY	12/13/2024	EFT	0.00	9,589.26	18607
2036	JOHNSON BROTHERS LIQUOR COMPANY	12/13/2024	EFT	0.00	16,237.04	18606
5447	JOHNSON BROTHERS LIQUOR COMPANY	12/13/2024	EFT	0.00	1,710.80	18605
4479	JOHNSON FEED INC.	12/13/2024	EFT	0.00	15,932.41	18608
7831	KARL'S TV & APPLIANCE INC	12/13/2024	Regular	0.00	1,079.98	125352
6686	KESTELOOT, KOREY OR MELISSA	12/13/2024	Regular	0.00	2,212.00	125353
7825	KLAITH, AUSTIN	12/13/2024	Regular	0.00	500.00	125354
4140	KRUSE FORD-LINCOLN-MERCURY, INC	12/13/2024	EFT	0.00	284.95	18609
7771	KUEPERS CONSTRUCTION INC	12/13/2024	Regular	0.00	100.00	125355
5138	L & A SYSTEMS, LLC	12/13/2024	EFT	0.00	1,093.55	18610
3653	LANGUAGE LINE SERVICES	12/13/2024	EFT	0.00	732.90	18611
1508	LOCKWOOD MOTORS INC	12/13/2024	EFT	0.00	364.60	18612
7829	LOOFT, TYLER	12/13/2024	Regular	0.00	200.00	125356
1531	LYON COUNTY AUDITOR-TREASURER	12/13/2024	EFT	0.00	24,776.93	18613
1545	LYON COUNTY HIGHWAY DEPARTMENT	12/13/2024	EFT	0.00	7,056.14	18614
7824	MACHT, ALAN	12/13/2024	Regular	0.00	200.00	125357
1565	MACQUEEN EQUIPMENT INC.	12/13/2024	EFT	0.00	928.50	18615
1603	MARSHALL ANIMAL CLINIC	12/13/2024	Regular	0.00	359.76	125358
1604	MARSHALL AREA CHAMBER OF COMMERCE	12/13/2024	EFT	0.00	250.00	18616
1618	MARSHALL DECORATING CENTER	12/13/2024	Regular	0.00	127.78	125359
5813	MARSHALL LUMBER CO	12/13/2024	EFT	0.00	236.10	18617
1633	MARSHALL MUNICIPAL UTILITIES	12/11/2024	EFT	0.00	2,322.37	18573
1633	MARSHALL MUNICIPAL UTILITIES	12/13/2024	EFT	0.00	111,676.84	18618
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	12/13/2024	EFT	0.30	14.65	18621
3545	MARSHALL RADIO	12/13/2024	EFT	0.00	2,650.00	18622
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATI	12/13/2024	Regular	0.00	1,000.00	125360
7428	MAUCH, SCOTT OR LISA	12/13/2024	Regular	0.00	2,463.00	125361
7077	MEDSURETY, LLC	12/09/2024	Bank Draft	0.00	10,917.55	DFT0004642
7077	MEDSURETY, LLC	12/09/2024	Bank Draft	0.00	6,771.24	DFT0004647
7077	MEDSURETY, LLC	12/09/2024	Bank Draft	0.00	229.18	DFT0004660
4980	MENARDS INC	12/11/2024	EFT	0.00	44.86	18574
4980	MENARDS INC	12/13/2024	EFT	0.00	774.35	18623
4721	MINNESOTA HISTORICAL SOCIETY	12/10/2024	Regular	0.00	40.00	125328
1864	MONTES ELECTRIC INC	12/13/2024	Regular	0.00	900.54	125362
7832	MOTION AND CONTROL ENTERPRISES LLC	12/13/2024	Regular	0.00	77.89	125363
7144	MYTTY PROPERTIES NORTH LLC	12/13/2024	Regular	0.00	8,202.00	125364
1945	NORMS GTC	12/13/2024	Regular	0.00	34.82	125365
1986	NORTH CENTRAL INTERNATIONAL LLC	12/13/2024	EFT	0.00	157.45	18624
5891	ONE OFFICE SOLUTION	12/11/2024	EFT	0.00	52.15	18575
5891	ONE OFFICE SOLUTION	12/13/2024	EFT	0.00	134.10	18625
3809	O'REILLY AUTOMOTIVE STORES, INC	12/13/2024	EFT	0.00	87.70	18626
6917	PANTERA LLP	12/13/2024	Regular	0.00	2,280.45	125366
1243	PATZERS INC	12/13/2024	EFT	0.00	18.90	18627
6004	PECORE, PATRICIA JO	12/13/2024	EFT	0.00	742.00	18628
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	12/13/2024	EFT	0.00	129.00	18629
7322	QUADIENT FINANCE USA, INC	12/13/2024	EFT	0.00	688.71	18630
7429	RASMUSSEN, KEO OR CHRISTOPHER	12/13/2024	Regular	0.00	1,602.00	125367
7838	RUBIN, DAVID	12/13/2024	Regular	0.00	279,536.67	125368
2201	RUNNING SUPPLY, INC	12/13/2024	EFT	0.00	43.96	18631
6585	SCHAEFER, KAREN OR JUSTIN	12/13/2024	Regular	0.00	1,837.00	125369
7836	SCHUELLER, JEAN	12/13/2024	Regular	0.00	100.00	125370
6286	SCHWEGMAN'S CLEANERS, LLP	12/11/2024	EFT	0.00	89.00	18576
6251	SHRED RIGHT	12/13/2024	EFT	0.00	42.53	18632
5772	SLAGEL, MICHAEL	12/13/2024	EFT	0.00	167.17	18633
2288	SMI & HYDRAULICS, INC.	12/13/2024	EFT	0.00	208.35	18634

Check Report

Date Range: 12/07/2024 - 12/13/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4855	SOUTHERN GLAZER'S WINE AND SPIRITS, LLC	12/13/2024	EFT	0.00	16,830.58	18635
2311	SOUTHWEST GLASS CENTER, INC	12/13/2024	EFT	0.00	94.50	18636
2318	SOUTHWEST SANITATION INC.	12/11/2024	EFT	0.00	99.03	18577
2318	SOUTHWEST SANITATION INC.	12/13/2024	EFT	0.00	3,098.62	18637
1350	STENSRUD, PRESTON	12/13/2024	EFT	0.00	146.25	18638
6202	SUNDANCE AUTO REPAIR	12/13/2024	Regular	0.00	632.12	125371
0875	THE COMPUTER MAN INC	12/13/2024	EFT	0.00	3,080.80	18639
2428	TITAN MACHINERY	12/13/2024	EFT	0.00	18.75	18640
2429	TKDA	12/13/2024	EFT	0.00	29,413.39	18641
4478	TOLK GRAVELING LLC	12/13/2024	Regular	0.00	1,694.27	125372
7193	TRAFFIC AND PARKING CONTROL, CO., INC.	12/13/2024	Regular	0.00	2,360.00	125373
5106	ULINE	12/13/2024	EFT	0.00	224.63	18642
2538	VIKING COCA COLA BOTTLING CO.	12/13/2024	EFT	0.00	385.85	18643
6791	WALMART	12/13/2024	Regular	0.00	300.41	125374
5961	WAYNE'S TRACTOR REPAIR	12/13/2024	Regular	0.00	3,167.00	125375
2632	ZIEGLER INC	12/13/2024	EFT	0.00	12.68	18644

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	50	0.00	365,631.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	24,658.11
EFT's	172	76	0.30	318,167.67
	265	131	0.30	708,457.64

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	50	0.00	365,631.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	24,658.11
EFT's	172	76	0.30	318,167.67
	265	131	0.30	708,457.64

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	12/2024	708,457.64
			708,457.64

**CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**

12/17/2024

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 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	66,794.00			11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	(67,734.09)	3,777,763.22		3,518,016.32	259,746.90	-	-	100.00%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuypers Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00	720.00	-	-	100.00%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00	51,540.63				23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00			1,457,511.41	76,711.13	1,378,877.46	52.67%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60	50,738.00	1,616,444.60			1,530,061.80	80,529.57	5,853.23	99.64%
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.80	19,981.45	152,486.05			152,486.05	-	-	100.00%
ST-002	495-43300-55170	3/26/2024	Bituminous Overlay on Various City Streets	Central Specialties Inc.	587,422.58	(54,226.82)	533,195.76			523,278.81	9,916.95	-	100.00%
ST-010	482-43300-55170	4/23/2024	Lyon Circle Reconstruction	A&C Excavating, LLC	161,580.80		161,580.80			120,029.86	6,317.36	35,233.58	78.19%
PK-015	482-45200-55170	4/23/2024	Independence Park parking lot (back)	Towne & Country Excavating LLC	197,216.00	(5,472.00)	191,744.00			191,744.00	-	-	100.00%
					<u>14,679,869.89</u>	<u>698,724.54</u>	<u>15,378,594.43</u>	<u>118,334.63</u>	<u>3,695,016.32</u>	<u>4,235,578.83</u>	<u>9,916.95</u>	<u>175,380.06</u>	<u>1,443,423.64</u>

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Pamela Whitmore
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Notice of Closure from Broadmoor Manufactured Home Park
Background Information:	<p>The City received notice from Paul Schierholz (see attached) on behalf of Schierholz & Associates of the intent to cease operation of Broadmoor Valley as a manufactured home park as of December 1, 2025. This notice triggers a statutory hearing process for the City under Minn. Stat. § 327C.07 et seq., and specifically Minn. Stat. § 327C.095. The statute, for simplicity’s sake, basically loops in the City as a “host or steward” of the public to ensure that the residents of the Park are getting notice of the intended closure, having an opportunity to be heard and to learn about options for financial reimbursement from a state fund. The statute requires notification of the City Council when the City receives this notice and requires the Council to set a public hearing (hosted by the Council) on the noticed closure. At this hearing, the Council appoints a neutral third-party arbiter to oversee the hearing, gather information and act as an arbitrator for requests from the park residents.</p> <p>The Statute requires the City follow a specific timeline after receiving the notice which is set forth below:</p> <p>Timeline:</p> <ul style="list-style-type: none"> • 11/22/2024 = date the City received sufficient notice (Letter is dated 11/18/2024 but City did not receive until 11/22/2024) • 12/17/2024 = date earmarked by staff as date to notify the Council about the Notice of Intent to Cease Operation • 12/17/2024 = <u>Council sets date of hearing.</u> • 02/20/2025 = the last date by which City must have held hearing (90 days from when received notice) <p>City requirements under the Statute:</p> <ul style="list-style-type: none"> • Set the date of hearing. • Provide notice of the date of hearing to at least one resident of each of the manufactured homes in the park. Whatever date the Council sets for the hearing, then at least 10 days before that hearing, the City must mail notice of the hearing date, time, location and purpose, to at least one resident of each of the manufactured homes in the park as identified in a list provided by Schierholz & Associates. • This notice must also provide information that, at the public hearing, displaced residents may be eligible for payments from the Minnesota Manufactured Home Relocation Trust Fund under Minn. Stat. § 462A.35 as compensation for reasonable relocation costs. • After setting the date of hearing, the City also must notify MN Housing regarding the hearing date.

	<ul style="list-style-type: none"> • At the hearing, the City must “formally” appoint a qualified neutral to arbitrate disputes, track costs and receipts, and arbitrate other issues¹. The statute encourages Schierholz & Associates to mutually agree to an arbiter with the park homeowners. If they cannot agree on one, then the city selects the third party qualified neutral. As a result, the City currently is working on getting a qualified neutral lined up. • The qualified neutral’s hourly cost is paid from the Minnesota Manufactured Home Relocation Trust Fund. The neutral third party shall act as a paymaster and arbitrator, with decision-making authority to resolve any questions or disputes regarding any contributions or disbursements to and from the fund by either the manufactured home park owner or the manufactured homeowners. <p>It is important to note, because of the various statutory requirements, that Mr. Schierholz indicated Schierholz & Associates does NOT intend to engage in a conversion of the park, and, as a result, no requested zoning amendment request will be made. This information matters since the statute would require additional notice and hearing requirements for any zoning amendments related to a conversion of use.</p> <p>As a point of information, Schierholz & Associates had accepted a grant from MN Housing a few years ago for Broadmoor. That grant contains a covenant that the Park must be continued to be used as a Manufactured Home Park for twenty-five (25) years. The existence of that covenant would seem to indicate that this Notice could not occur; however, after speaking with MN Housing, they indicated that they do not know Schierholz & Associate’s actual intent, and that, for example, the sale of the Park to an entity or group that would continue to use it in the manner required by the grant would not create a breach of that agreement if an assignment of the grant occurred. As a result, the City must follow the statutory process.</p> <p>Finally, because of the timing and anticipated turnout, Staff thinks holding the hearing at the Middle School would serve the community best.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Set the date of Public Hearing from available auditorium space openings.

¹ The neutral third party shall act as a paymaster and arbitrator, with decision-making authority to resolve any questions or disputes regarding any contributions or disbursements to and from the Minnesota manufactured home relocation trust fund by either the manufactured home park owner or the manufactured homeowners.

Schierholz and Associates, Inc.

PO Box 60969

Colorado Springs, CO 80960

November 18, 2024

TO: Residents of Broadmoor Valley MHC

CC: Commissioner of health and the housing finance agency and the local planning agency which is the City of Marshall

Announcement: **The owner of Broadmoor Valley will cease operation as a manufactured home park on December 1, 2025.**

There are two MHC within 25 miles of Marshall, Minnesota, their location is below.

Serenity Estates Mobile Home Community within 25 miles at 221 Jackson Street Minneota, MN 56264.

Lindsay Mobile Home and RV Park within 25 miles at 750 W. 1st Street, Cottonwood, MN 56229.

The availability of sites at the time of park closure is unknown.

The potential cost of relocation could be as high at \$7,500 for a single-section home or \$12,500 for a multi-section manufactured home. The potential costs of adequate housing are unknown at the time of park closure.

PARK CLOSURE STATEMENT UNDER MINNESOTA STATUTE 2023 327C.095

**YOU MAY BE ENTITLED TO COMPENSATION FROM THE
MINNESOTA MANUFACTURED HOME RELOCATION TRUST FUND
ADMINISTERED BY THE MINNESOTA HOUSING FINANCE AGENCY.**

Sincerely,

Schierholz and Associates, Inc. dba Broadmoor Valley

By Paul Schierholz, President

327C.095 PARK CLOSINGS.

Subdivision 1. **Conversion of use; minimum notice.** (a) At least 12 months before the conversion of all or a portion of a manufactured home park to another use, or before closure of a manufactured home park or cessation of use of the land as a manufactured home park, the park owner must prepare a closure statement and provide a copy to the commissioners of health and the housing finance agency, the local planning agency, and a resident of each manufactured home where the residential use is being converted. The closure statement must include the following language in a font no smaller than 14 point: "YOU MAY BE ENTITLED TO COMPENSATION FROM THE MINNESOTA MANUFACTURED HOME RELOCATION TRUST FUND ADMINISTERED BY THE MINNESOTA HOUSING FINANCE AGENCY." A resident may not be required to vacate until 90 days after the conclusion of the public hearing required under subdivision 4. If a lot is available in another section of the park that will continue to be operated as a park, the park owner must allow the resident to relocate the home to that lot unless the home, because of its size or local ordinance, is not compatible with that lot.

(b) Closure statements issued more than 24 months prior to the park closure must contain a closure date. If the closure does not take place within 24 months and the original statement does not contain a closure date, the statement must be reissued to the commissioners of health and the Housing Finance Agency, the local planning agency, and a resident of each manufactured home where the residential use is being converted.

Subd. 2. **Notice of hearing; proposed change in land use.** If the planned conversion or cessation of operation requires a variance or zoning change, the local government authority must mail a notice at least ten days before the hearing to a resident of each manufactured home in the park stating the time, place, and purpose of the public hearing. The park owner shall provide the local government authority with a list of the names and addresses of at least one resident of each manufactured home in the park at the time application is made for a variance or zoning change.

Subd. 3. **Closure statement.** Upon receipt of the closure statement from the park owner, the local planning agency shall submit the closure statement to the governing body of the local government authority and request the governing body to schedule a public hearing. The local government authority must mail a notice at least ten days before the hearing to a resident of each manufactured home in the park stating the time, place, and purpose of the public hearing. The park owner shall provide the local government authority with a list of the names and addresses of at least one resident of each manufactured home in the park at the time the closure statement is submitted to the local planning agency.

Subd. 4. **Public hearing; relocation compensation; neutral third party.** (a) Within 90 days after receiving notice of a closure statement, the governing body of the affected local government authority shall hold a public hearing to review the closure statement and any impact that the park closing may have on the displaced residents and the park owner. At the time of, and in the notice for, the public hearing, displaced residents must be informed that they may be eligible for payments from the Minnesota manufactured home relocation trust fund under section 462A.35 as compensation for reasonable relocation costs under subdivision 13, paragraphs (a) and (e).

(b) The governing body of the local government authority may also require that other parties, including the local government authority, but excluding the park owner or its purchaser, involved in the park closing provide additional compensation to residents to mitigate the adverse financial impact of the park closing upon the residents.

(c) At the public hearing, the local government authority shall appoint a qualified neutral third party, to be agreed upon by both the manufactured home park owner and manufactured home owners, whose hourly

cost must be reasonable and paid from the Minnesota manufactured home relocation trust fund. The neutral third party shall act as a paymaster and arbitrator, with decision-making authority to resolve any questions or disputes regarding any contributions or disbursements to and from the Minnesota manufactured home relocation trust fund by either the manufactured home park owner or the manufactured home owners. If the parties cannot agree on a neutral third party, the local government authority shall determine who shall act as the neutral third party.

(d) The qualified neutral third party shall be familiar with manufactured housing and the requirements of this section. The neutral third party shall keep an overall receipts and cost summary together with a detailed accounting, for each manufactured lot, of the payments received by the manufactured home park owner, and expenses approved and payments disbursed to the manufactured home owners, pursuant to subdivisions 12 and 13, as well as a record of all services and hours it provided and at what hourly rate it charged to the Minnesota manufactured home trust fund. This detailed accounting shall be provided to the manufactured home park owner, the municipality, and the Minnesota Housing Finance Agency to be included in its yearly October 15 report as required in subdivision 13, paragraph (h), not later than 30 days after the expiration of the 12-month notice provided in the closure statement.

(e) At the public hearing, the governing body of the local government authority shall determine if any ordinance was in effect on May 26, 2007, that would provide compensation to displaced residents and provide this information to the third party neutral to determine the applicable amount of compensation under subdivision 13, paragraph (f).

Subd. 5. Park conversions. If the planned cessation of operation is for the purpose of converting the part of the park occupied by the resident to a common interest community pursuant to chapter 515B, the provisions of section 515B.4-111, except subsection (a), shall apply. The nine-month notice required by this section shall state that the cessation is for the purpose of conversion and shall set forth the rights conferred by this subdivision and section 515B.4-111, subsection (b). Not less than 120 days before the end of the nine months, the park owner shall serve upon the resident a form of purchase agreement setting forth the terms of sale contemplated by section 515B.4-111, subsection (d). Service of that form shall operate as the notice described by section 515B.4-111, subsection (a). This subdivision does not apply to the conversion of a manufactured home park to a common interest community:

- (1) that is a cooperative incorporated under chapter 308A, 308B, or 308C;
- (2) in which at least 90 percent of the cooperative's members are residents of the park at the time of the conversion; and
- (3) that does not require persons who are residents of the park at the time of the conversion to become members of the cooperative.

[See Note.]

Subd. 6. Intent to convert use of park at time of purchase. (a) Before the execution of an agreement to purchase a manufactured home park, the purchaser must notify the park owner, in writing, if the purchaser intends to close the manufactured home park or convert it to another use within one year of the execution of the agreement. If so, the park owner shall provide a resident of each manufactured home with a 45-day written notice of the purchaser's intent to close the park or convert it to another use and may not enter into a purchase agreement for the sale of the park other than with a representative acting on behalf of residents, until the 45 days have expired. The notice must state that the park owner will promptly provide information on the cash price and the terms and conditions of the purchaser's offer to residents requesting the information. The notice must be sent by first class mail to a resident of each manufactured home in the park and made

available in alternative formats or translations if requested by a resident and the request is a reasonable accommodation due to a disability of an adult resident or because there is not an adult resident who is able to speak the language the notice is provided in. The notice period begins on the postmark date affixed to the notice and ends 45 days after it begins. During the notice period required in this subdivision, a representative acting on behalf of residents shall have the right to make an offer to meet the cash price and to agree to material terms and conditions set forth in the purchaser's offer and to execute an agreement to purchase the park for the purposes of keeping the park as a manufactured housing community. The park owner must in good faith negotiate a purchase agreement meeting the cash price and the same terms and conditions set forth in the purchaser's offer except that the seller is not obligated to provide owner financing. For purposes of this section, cash price means the cash price offer or equivalent cash offer as defined in section 500.245, subdivision 1, paragraph (d). The purchase agreement must permit the representative a commercially reasonable due diligence period with access by the representative to all information reasonably necessary to make an informed decision regarding the purchase. The representative may be required to enter into a confidentiality agreement regarding the information.

(b) A representative acting on behalf of residents must provide ten percent of the offer price as earnest money upon gaining the required number of signatures to represent the residents in the purchase of a manufactured home park. The earnest money is refundable after six months; however, the earnest money may become nonrefundable if the representative acting on behalf of residents is unable to complete the purchase, and the original purchaser withdraws the offer during the 45-day period in paragraph (a), and the manufactured home park is sold to another purchaser for a lower price within six months of the notice to residents in paragraph (a), then the park owner will be compensated from the earnest money for the difference between the offer made by the original purchaser and the actual lower purchase price.

(c) In the event of a sale to a representative acting on behalf of residents, the representative must certify to the commissioner of commerce that the property will be preserved as a manufactured home park for ten years from the date of the sale.

Subd. 7. **Conversion of use of park after purchase.** If the residents of a manufactured home park have not been provided the written notice of intent to close the park required by subdivision 6, the purchaser may not provide residents with the notice required by subdivision 1 until 12 months after the date of purchase. For purposes of this subdivision, the date of purchase is the date of the transfer of the title to the purchaser.

Subd. 8. MS 2018 [Repealed, 1Sp2019 c 1 art 6 s 61]

Subd. 9. **Effect of noncompliance.** If a manufactured home park is finally sold or converted to another use in violation of subdivision 6 or 7, the residents have a right to any remedy provided in section 8.31.

Subd. 10. **Exclusion.** Subdivisions 6 and 7 do not apply to:

(1) a conveyance of an interest in a manufactured home park incidental to the financing of the manufactured home park;

(2) a conveyance by a mortgagee subsequent to foreclosure of a mortgage or a deed given in lieu of a foreclosure; or

(3) a purchase of a manufactured home park by a governmental entity under its power of eminent domain.

Subd. 11. **Affidavit of compliance.** After a park is sold, a bona fide purchaser acting in good faith may record an affidavit with the county recorder or registrar of titles in the county in which the park is located certifying compliance with subdivision 6 or that subdivision 6 is not applicable. The affidavit may be used as presumptive evidence of compliance.

Subd. 12. **Payment to the Minnesota manufactured home relocation trust fund.** (a) If a manufactured home owner is required to move due to the conversion of all or a portion of a manufactured home park to another use, the closure of a park, or cessation of use of the land as a manufactured home park, the manufactured park owner shall, upon the change in use, pay to the Minnesota Housing Finance Agency for deposit in the Minnesota manufactured home relocation trust fund under section 462A.35, the lesser amount of the actual costs of moving or purchasing the manufactured home approved by the neutral third party and paid by the Minnesota Housing Finance Agency under subdivision 13, paragraph (a) or (e), or \$3,250 for each single section manufactured home, and \$6,000 for each multisection manufactured home, for which a manufactured home owner has made application for payment of relocation costs under subdivision 13, paragraph (c). The manufactured home park owner shall make payments required under this section to the Minnesota manufactured home relocation trust fund within 60 days of receipt of invoice from the neutral third party.

(b) A manufactured home park owner is not required to make the payment prescribed under paragraph (a), nor is a manufactured home owner entitled to compensation under subdivision 13, paragraph (a) or (e), if:

(1) the manufactured home park owner relocates the manufactured home owner to another space in the manufactured home park or to another manufactured home park at the park owner's expense;

(2) the manufactured home owner is vacating the premises and has informed the manufactured home park owner or manager of this prior to the mailing date of the closure statement under subdivision 1;

(3) a manufactured home owner has abandoned the manufactured home, or the manufactured home owner is not current on the monthly lot rental, personal property taxes;

(4) the manufactured home owner has a pending eviction action for nonpayment of lot rental amount under section 327C.09, which was filed against the manufactured home owner prior to the mailing date of the closure statement under subdivision 1, and the writ of recovery has been ordered by the district court;

(5) the conversion of all or a portion of a manufactured home park to another use, the closure of a park, or cessation of use of the land as a manufactured home park is the result of a taking or exercise of the power of eminent domain by a governmental entity or public utility; or

(6) the owner of the manufactured home is not a resident of the manufactured home park, as defined in section 327C.015, subdivision 14; the owner of the manufactured home is a resident, but came to reside in the manufactured home park after the mailing date of the closure statement under subdivision 1; or the owner of the manufactured home has not paid the \$15 assessment when due under paragraph (c).

(c) If the unencumbered fund balance in the manufactured home relocation trust fund is less than \$2,000,000 as of June 30 of each year, the Minnesota Housing Finance Agency shall assess each manufactured home park owner by mail the total amount of \$15 for each licensed lot in their park, payable on or before December 15 of that year. Failure to notify and timely assess the manufactured home park owner by July 31 of any year shall waive the assessment and payment obligations of the manufactured home park owner for that year. Together with said assessment notice, each year the Minnesota Housing Finance Agency shall prepare and distribute to park owners a letter explaining whether funds are being collected for that year, information about the collection, an invoice for all licensed lots, a notice for distribution to the residents, and a sample form for the park owners to collect information on which park residents and lots have been accounted for. In a font no smaller than 14-point, the notice provided by the Minnesota Housing Finance Agency for distribution to residents by the park owner will include the payment deadline of October 31 and the following language: "THIS IS NOT AN OPTIONAL FEE. IF YOU OWN A MANUFACTURED HOME

ON A LOT YOU RENT IN A MANUFACTURED HOME PARK, AND YOU RESIDE IN THAT HOME, YOU MUST PAY WHEN PROVIDED NOTICE." If assessed under this paragraph, the park owner may recoup the cost of the \$15 assessment as a lump sum or as a monthly fee of no more than \$1.25 collected from park residents together with monthly lot rent as provided in section 327C.03, subdivision 6. If, by September 15, a park owner provides the notice to residents for the \$15 lump sum, a park owner may adjust payment for lots in their park that are vacant or otherwise not eligible for contribution to the trust fund under section 327C.095, subdivision 12, paragraph (b), and for park residents who have not paid the \$15 assessment when due to the park owner by October 31, and deduct from the assessment accordingly. The Minnesota Housing Finance Agency shall deposit any payments in the Minnesota manufactured home relocation trust fund and maintain an annual record for each manufactured home park of the amount received for that park and the number of deductions made for each of the following reasons: vacant lots, ineligible lots, and uncollected fees.

(d) This subdivision and subdivision 13, paragraph (c), clause (5), are enforceable by the neutral third party, on behalf of the Minnesota Housing Finance Agency, or by action in a court of appropriate jurisdiction. The court may award a prevailing party reasonable attorney fees, court costs, and disbursements.

Subd. 13. Change in use, relocation expenses; payments by park owner. (a) If a manufactured home owner is required to relocate due to the conversion of all or a portion of a manufactured home park to another use, the closure of a manufactured home park, or cessation of use of the land as a manufactured home park under subdivision 1, and the manufactured home owner complies with the requirements of this section, the manufactured home owner is entitled to payment from the Minnesota manufactured home relocation trust fund equal to the manufactured home owner's actual relocation costs for relocating the manufactured home to a new location within a 50-mile radius of the park that is being closed, up to a maximum of \$7,000 for a single-section and \$12,500 for a multisection manufactured home. The actual relocation costs must include the reasonable cost of taking down, moving, and setting up the manufactured home, including equipment rental, utility connection and disconnection charges, minor repairs, modifications necessary for transportation of the home, necessary moving permits and insurance, moving costs for any appurtenances, which meet applicable local, state, and federal building and construction codes.

(b) A manufactured home owner is not entitled to compensation under paragraph (a) if the manufactured home park owner is not required to make a payment to the Minnesota manufactured home relocation trust fund under subdivision 12, paragraph (b).

(c) Except as provided in paragraph (e), in order to obtain payment from the Minnesota manufactured home relocation trust fund, the manufactured home owner shall submit to the neutral third party and the Minnesota Housing Finance Agency, with a copy to the park owner, an application for payment, which includes:

- (1) a copy of the closure statement under subdivision 1;
- (2) a copy of the contract with a moving or towing contractor, which includes the relocation costs for relocating the manufactured home;
- (3) a statement with supporting materials of any additional relocation costs as outlined in subdivision 1;
- (4) a statement certifying that none of the exceptions to receipt of compensation under subdivision 12, paragraph (b), apply to the manufactured home owner;

(5) a statement from the manufactured park owner that the lot rental is current and that the annual \$15 payment to the Minnesota manufactured home relocation trust fund has been paid when due; and

(6) a statement from the county where the manufactured home is located certifying that personal property taxes for the manufactured home are paid through the end of that year.

(d) The neutral third party shall promptly process all payments for completed applications within 14 days. If the neutral third party has acted reasonably and does not approve or deny payment within 45 days after receipt of the information set forth in paragraph (c), the payment is deemed approved. Upon approval and request by the neutral third party, the Minnesota Housing Finance Agency shall issue two checks in equal amount for 50 percent of the contract price payable to the mover and towing contractor for relocating the manufactured home in the amount of the actual relocation cost, plus a check to the home owner for additional certified costs associated with third-party vendors, that were necessary in relocating the manufactured home. The moving or towing contractor shall receive 50 percent upon execution of the contract and 50 percent upon completion of the relocation and approval by the manufactured home owner. The moving or towing contractor may not apply the funds to any other purpose other than relocation of the manufactured home as provided in the contract. A copy of the approval must be forwarded by the neutral third party to the park owner with an invoice for payment of the amount specified in subdivision 12, paragraph (a).

(e) In lieu of collecting a relocation payment from the Minnesota manufactured home relocation trust fund under paragraph (a), the manufactured home owner may collect an amount from the fund after reasonable efforts to relocate the manufactured home have failed due to the age or condition of the manufactured home, or because there are no manufactured home parks willing or able to accept the manufactured home within a 25-mile radius. A manufactured home owner may tender title of the manufactured home in the manufactured home park to the manufactured home park owner, and collect an amount to be determined by an independent appraisal. The appraiser must be agreed to by both the manufactured home park owner and the manufactured home owner. If the appraised market value cannot be determined, the tax market value, averaged over a period of five years, can be used as a substitute. The maximum amount that may be reimbursed under the fund is \$8,000 for a single-section and \$14,500 for a multisection manufactured home. The minimum amount that may be reimbursed under the fund is \$2,000 for a single section and \$4,000 for a multisection manufactured home. The manufactured home owner shall deliver to the manufactured home park owner the current certificate of title to the manufactured home duly endorsed by the owner of record, and valid releases of all liens shown on the certificate of title, and a statement from the county where the manufactured home is located evidencing that the personal property taxes have been paid. The manufactured home owner's application for funds under this paragraph must include a document certifying that the manufactured home cannot be relocated, that the lot rental is current, that the annual \$15 payments to the Minnesota manufactured home relocation trust fund have been paid when due, that the manufactured home owner has chosen to tender title under this section, and that the park owner agrees to make a payment to the Minnesota Housing Finance Agency in the amount established in subdivision 12, paragraph (a), less any documented costs submitted to the neutral third party, required for demolition and removal of the home, and any debris or refuse left on the lot, not to exceed \$1,500. The manufactured home owner must also provide a copy of the certificate of title endorsed by the owner of record, and certify to the neutral third party, with a copy to the park owner, that none of the exceptions to receipt of compensation under subdivision 12, paragraph (b), clauses (1) to (6), apply to the manufactured home owner, and that the home owner will vacate the home within 60 days after receipt of payment or the date of park closure, whichever is earlier, provided that the monthly lot rent is kept current.

(f) Notwithstanding paragraph (a), the manufactured home owner's compensation for relocation costs from the fund under section 462A.35, is the greater of the amount provided under this subdivision, or the amount under the local ordinance in effect on May 26, 2007, that is applicable to the manufactured home owner. Nothing in this paragraph is intended to increase the liability of the park owner.

(g) Neither the neutral third party nor the Minnesota Housing Finance Agency shall be liable to any person for recovery if the funds in the Minnesota manufactured home relocation trust fund are insufficient to pay the amounts claimed. The Minnesota Housing Finance Agency shall keep a record of the time and date of its approval of payment to a claimant.

(h)(1) By October 15, 2019, the Minnesota Housing Finance Agency shall post on its website and report to the chairs of the senate Finance Committee and house of representatives Ways and Means Committee on the Minnesota manufactured home relocation trust fund, including the account balance, payments to claimants, the amount of any advances to the fund, the amount of any insufficiencies encountered during the previous calendar year, and any itemized administrative charges or expenses deducted from the trust fund balance. If sufficient funds become available, the Minnesota Housing Finance Agency shall pay the manufactured home owner whose unpaid claim is the earliest by time and date of approval.

(2) Beginning in 2019, the Minnesota Housing Finance Agency shall post on its website and report to the chairs of the senate Finance Committee and house of representatives Ways and Means Committee by October 15 of each year on the Minnesota manufactured home relocation trust fund, including the aggregate account balance, the aggregate assessment payments received, summary information regarding each closed park including the total payments to claimants and payments received from each closed park, the amount of any advances to the fund, the amount of any insufficiencies encountered during the previous fiscal year, reports of neutral third parties provided pursuant to subdivision 4, and any itemized administrative charges or expenses deducted from the trust fund balance, all of which should be reconciled to the previous year's trust fund balance. If sufficient funds become available, the Minnesota Housing Finance Agency shall pay the manufactured home owner whose unpaid claim is the earliest by time and date of approval.

Subd. 14. Payment adjustment for smaller manufactured home parks. The total contribution to the fund under section 462A.35 paid by the park owner under subdivision 12, paragraph (a), must not exceed 20 percent of the sale price, or if no sale price is available, the assessed value of the manufactured home park, except that if the sale price, or, if there is no sale price, the assessed value, is:

(1) less than \$100,000, the manufactured home park owner's contribution to the fund must not exceed five percent of the sale price of the manufactured home park;

(2) less than \$200,000, the owner's contribution to the fund must not exceed eight percent of the sale price of the manufactured home park;

(3) less than \$300,000, the owner's contribution to the fund must not exceed ten percent of the sale price of the manufactured home park; and

(4) less than \$500,000, the owner's contribution to the fund must not exceed 15 percent of the sale price of the manufactured home park.

Subd. 15. Preemption of local ordinances. Sections 327C.095, subdivisions 1, 4, and 12 to 16; 462A.21, subdivision 31; and 462A.35 preempt and supersede a township, county, or statutory or home rule charter city ordinance relating to the relocation or buyout payments paid due to a change of use or closure of manufactured home communities. A township, county, or statutory or home rule charter city must not adopt

an ordinance requiring more compensation by the manufactured home park owners or its purchaser than what is provided for in this statute.

Subd. 16. Reporting of licensed manufactured home parks. The Department of Health or, if applicable, local units of government that have entered into a delegation of authority agreement with the Department of Health as provided in section 145A.07 shall provide, by March 31 of each year, a list of names and addresses of the manufactured home parks licensed in the previous year, and for each manufactured home park, the current licensed owner, the owner's address, the number of licensed manufactured home lots, and other data as they may request for the Minnesota Housing Finance Agency to invoice each licensed manufactured home park in Minnesota.

History: 1987 c 179 s 10; 1991 c 26 s 1-7; 1997 c 126 s 6; 1999 c 11 art 3 s 10; 2005 c 4 s 62,63; 2006 c 200 s 1,2; 2007 c 141 s 1-6; 2009 c 78 art 8 s 2,3; 2009 c 101 art 2 s 109; 1Sp2011 c 4 art 3 s 57; 2014 c 198 art 4 s 16; 2016 c 189 art 13 s 59,60; 1Sp2019 c 1 art 6 s 7-17; 2020 c 99 s 2; 2022 c 55 art 2 s 3; 2023 c 37 art 6 s 2-4; 2024 c 96 art 2 s 9

NOTE: The amendment to subdivision 5 by Laws 2024, chapter 96, article 2, section 9, is effective August 1, 2025. Laws 2024, chapter 96, article 2, section 13.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Approval of the Labor Agreement Between the City and Law Enforcement Labor Services, Inc., Local No. 245
Background Information:	<p>The current collective bargaining agreements with Law Enforcement Labor Services, Inc. Local 245 expire on December 31, 2024.</p> <p>Tentative agreement with the union on contract terms for a new three-year agreement (2025-2027) has been reached. The general wage increases proposed in this tentative agreement are consistent with the general wage increases approved by the Council for the LELS Patrol contract and non-union employees.</p> <p>A summary of proposed contract amendments and a draft agreement is attached.</p> <p>There has been a reduction in the number of licensure eligible and licensed Police Officer applicants for our vacancies, as well as a significant number of law enforcement agencies that are hiring in the State of Minnesota, creating a unique attraction and retention concern for our Police department. The terms of the contract address these unique attraction and retention concerns.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve Resolution 24-116 approving the 2025-2027 labor agreement and memorandum of agreement with Law Enforcement Labor Services, Inc. Local 245.

Background:

Staff have been in negotiations with the Police Supervisors unit, LELS-245. A tentative agreement has been reached. A summary of the changes are:

1. House-keeping items
 - update dates on cover page and articles 1 and 28
 - update page numbers in table of contents
 - update dates on Article 12—insurances
 - remove language related to prior comp study in Appendix A
 - remove mou and add Juneteenth to Article 18
 - updated Appendix B—Equipment List
 - incorporate MOU on implementation dates for general wage increases into Article 25
2. Article 13—Uniforms
 - Increase footwear allowance from \$150 to \$200
3. Article 15--Vacation:
 - optional cash payout up to 40 hrs. of earned vacation, once per year, limited to employees who have accumulated 80% of the maximum allowed amount (maximum varies based on years of service)
4. Article 16—Sick Leave
 - documentation provisions referenced in the ESST law don't apply to paid leave absences in excess of 48 hours.
 - employees may not use ESST leave for employer, school, or daycare closures due to weather or public emergency
5. Article 20—Leaves of Absence
 - eff 01/01/2026, employer and employee will split the premium 50/50 for the MN Paid Family and Medical Leave program
6. Article 23--Court Time:
 - when an employee is required to appear in court during the employees' off-duty time, increase from 2 hours' pay to 3 hours' pay.
7. Article 25—Wages
 - 4% general wage increase; \$0.85/hour market adjustment on steps A-I; \$1.00/hr market adjustment on step J effective FDFPP including 1/1/2025
 - 4% general wage increase effective FDFPP including 1/1/2026
 - 4% general wage increase effective FDFPP including 1/1/2027
 - FTO pay at \$1.50 per hour when performing field training
8. Article 26—P.O.S.T. License Fee
 - Employer will pay for the license fee once each 3 years.

LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
POLICE SUPERVISORS
(Local # 245)

January 1, 2025 - December 31, 2027

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ARTICLE 1 – PURPOSE OF AGREEMENT

This AGREEMENT is between the City of Marshall, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and or application; and
- 1.2 Place in written form the parties' agreement on terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 – RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes for all Police Sergeants as defined in Bureau of Mediation Services Case No. 98-PCE-785.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 – DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEES: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Marshall Police Department.
- 3.5 EMPLOYER: The City of Marshall.
- 3.6 DIRECTOR: The Director of Public Safety of the City of Marshall Police Department.
- 3.7 UNION STEWARD: The Steward elected or appointed by the UNION.
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.9 REST BREAKS: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 LUNCH BREAK: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

- 3.11 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employees scheduled shift or eighty (80) hours in a pay period.

ARTICLE 4 – EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to hire, promote transfer, and assign Employee(s); to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms described in this Agreement to the extent practicable; to lay off Employee(s); to assign duties, tasks, jobs, hours, and shifts to Employee(s); and to perform such other inherent managerial functions as set forth in the Public Employment Labor Relations Act, as amended, hereinafter referred to as PELRA; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any term and condition of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 4.3 The forgoing enumeration of the Employer’s authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.
- 4.4 The Employer’s failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer’s exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer’s right to exercise such right, prerogative or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 – UNION SECURITY

- 5.1 The EMPLOYER shall deduct, from the wages of an employee who authorizes such a deduction in writing, an amount necessary to cover monthly UNION dues or other fees. Such monies shall be remitted as directed by the UNION.
- 5.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate. The EMPLOYER agrees to inform the UNION in writing within ten (10) days of employment of the name, classification, and home address of each new employee.

- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements and to make space available for UNION meetings whenever practicable.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE 6 – EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 6.2 Union Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by Sect. 5.2 of this AGREEMENT.
- 6.3 Processing of a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 6.4 Procedure: Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1

An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within fourteen (14) business days after such alleged violation has occurred, present such grievance to the Director of Public Safety. The Director of Public Safety will discuss and give an answer to such Step 1 grievance within ten (10) business days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) business days after the Director of Public Safety's final answer in Step 1. Any

grievance not appealed in writing to Step 2 by the UNION within ten (10) business days shall be considered waived.

The term “business days” in clause 6.4 shall mean the days of Monday through Friday and excludes designated holidays identified in the City Personnel Policy manual.

Step 2

If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. The City Administrator shall give the UNION the EMPLOYER's Step 2 answer in writing within ten (10) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) business days following the City Administrator's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) business days shall be considered waived.

Step 3

If desired by the Union, the Union may submit a written or electronic request to the Employer-designated Step 2 representative to mediate the grievance through the Bureau of Mediation Services. The grievance may be mediated if agreed to by both parties. A grievance not resolved in Step 3 within ten (10) business days following the Employer-designated representative's written refusal to mediate or completion of mediation as designated by the mediator may be appealed to Step 4. Any grievance not appealed in writing to Step 4 by the Union within ten (10) business days shall be considered waived.

Step 4

A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made consistent with the rules established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge, or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892, as amended.

6.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the

parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to

the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver:

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

- 6.7 Choice of Remedy: If the event giving rise to a grievance is appealed to or challenged in any procedure other than the grievance procedure in this article, at any time, the grievance is no longer subject to this grievance procedure nor arbitration under such procedure.

- 6.8 Class action grievances are not permitted pursuant to this collective bargaining agreement. Grievances must personally affect the named grievant(s).

ARTICLE 7 – SAVINGS CLAUSE

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal is made within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 – PROBATION

- 8.1 All newly hired or rehired Employees shall serve a probationary period of twelve (12) months of active work (which does not include time spent on a leave of absence except as may be required by law). All promoted EMPLOYEES will serve a six (6) month probationary period.

Said probationary period for promoted employees may be extended up to six (6) months for a total of twelve (12) months at the EMPLOYER'S discretion. The EMPLOYER shall provide notice to the UNION of any such extension.

- 8.2 During the probationary period a newly hired or rehired EMPLOYEE may be disciplined, up to and including discharge at the sole discretion of the EMPLOYER without just cause being required or such discipline or discharge being subject to Article 6 (Grievance Procedure) of this Agreement. During the probationary period, a promoted or reassigned EMPLOYEE may be replaced in his/her previous position at the sole discretion of the EMPLOYER.

ARTICLE 9 – SENIORITY

- 9.1 Job Classification Seniority shall be determined by the Employee's length of continuous service within a classification with the Department.
- 9.2 EMPLOYEES will be given preference by job classification seniority with regard to changes in job classification through transfer, assignment and promotion in the bargaining unit when the job-relevant qualifications of employees are equal.
- 9.3 EMPLOYEES will be laid off by job classification seniority. Employees on layoff will have recall rights for 24 months after layoff. No employees will be hired in any job classification in which employees are laid off who have recall rights.
- 9.4 Seniority shall terminate when an employee is separated from employment.

ARTICLE 10 – DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion; and
 - e) Discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form. Employees and the UNION shall receive a copy of written reprimands, suspensions, demotions, or discharges.
- 10.3 Written reprimands, notices of suspension, demotions, and discharge shall become part of an employee's personnel file. The EMPLOYEE shall acknowledge receipt of written reprimands, notices of suspension, and demotions by signature.
- 10.4 Employees may examine and duplicate at their own expense their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

- 10.5 An employee will not be questioned when the information obtained through such questioning may subject the employee to disciplinary action unless the employee has been given an opportunity to have an attorney or union representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 2 of the grievance procedure under ARTICLE 6.

ARTICLE 11 – WORK SCHEDULES

- 11.1 The normal work year for full-time employees is two thousand and eighty (2,080) hours to be accounted for by each employee through:
 - a) Hours worked on assigned shifts;
 - b) Assigned training; and
 - c) Authorized leave time.

ARTICLE 12 – INSURANCE

- 12.1 The EMPLOYER will contribute for each employee for single group insurance the same amount the City contributes for other City employees in 2025, 2026, and 2027.
- 12.2 The EMPLOYER will contribute for each employee for group insurance, including dependent coverage the same amount the City contributes for other City employees in 2025, 2026, and 2027.

ARTICLE 13 – UNIFORMS

The EMPLOYER shall provide required uniform and equipment items. Refer to Appendix B for the Equipment List. Personal items destroyed or damaged in the line of duty will be repaired/replaced on a reasonable cost basis. The Employer will pay no more than \$200 to repair/replace footwear.

ARTICLE 14—NON-DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any employee on any basis prohibited by law.

ARTICLE 15 – VACATION

- 15.1 Full-time EMPLOYEES shall earn vacation at the following rates:

Years of Service	Hours per Year of Service
0 to 5 years	80 hours
5 to 10 years	120 hours
10 to 15 years	144 hours
15 to 20 years	160 hours
20+ years	200 hours

- 15.2 An employee terminating employment prior to six months of service shall not receive vacation pay on termination. An employee terminating service after six months of service shall receive accumulated vacation pay provided the employee was not terminated for cause and the employee provided the Employer at least fourteen (14) calendar days' written notice prior to resignation or retirement.
- 15.3 Vacation time must be arranged and approved by the EMPLOYER-designated representative. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate more than two (2) times their allowed annual vacation earnings.
- 15.4 One time per calendar year, an employee who has accumulated 80% of the maximum amount of vacation pursuant to Section 15.3 may cash out up to 40 hours, following written notification to Human Resources by the Employee. Following notification, the payout shall be made on the next normal payroll cycle and subject to applicable withholdings.

ARTICLE 16 – SICK LEAVE

- 16.1 EMPLOYEES shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation employees shall earn four (4) hours of sick leave for each month on paid status. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use deducted from their 960 hour leave bank. Employees hired after January 1, 2001 will be limited to a maximum accumulation of one thousand two hundred (1,200) hours of sick leave.
- 16.2 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 21st of the month, will receive 4 hours of 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.
- 16.3 To be eligible to receive sick leave benefits employees must notify the EMPLOYER-designated representative at least one hour prior to the start of their scheduled shift unless unusual circumstances prevent the employee from such prior notification. Employees may use 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, or 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-

c) in the event of the death of the Employee.

The Employee or the Employee's estate will receive one (1) month's current salary plus 3% of the monthly salary for each year of service above 20 years to a maximum of 150% of the monthly salary (applicable taxes will be withheld).

17.2 Employees that are terminated from the City due to disciplinary action are not eligible to receive severance pay.

17.3 Employees hired after December 31, 2021 are not eligible for Severance Pay.

ARTICLE 18 – HOLIDAYS

18.1 The following days are paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
Presidents Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Juneteenth	(June 19)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)

Employees will be granted two (8) hour floating holidays on a pro-rata basis during a calendar year to be scheduled with permission of the employees designated supervisor and may not be carried over from one year to the next.

18.2 Full-time employees in active status 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. If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of 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 shall be entitled to pay at one and one-half (1-1/2) times the regular rate, plus eight (8) hours regular rate holiday pay.

18.3 Employees on an unpaid leave of absence on the holiday will not receive holiday pay specified in this Article.

ARTICLE 19 - JURY DUTY

Employees required to serve on jury duty will be compensated the difference between the employees regular rate of pay and the amount paid for jury duty less mileage.

ARTICLE 20 - LEAVES OF ABSENCE

Employees will be provided leaves of absence with and/or without pay as required by law, including, but not limited to: Family and Medical Leave Act, Parental Leave Act, and Women's Economic Security Act. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.

In the event the Employer participates in the Minnesota Paid Family and Medical Leave program versus an alternative private plan, effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the Employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

ARTICLE 21 – FUNERAL/BEREAVEMENT LEAVE

In case of death in an employee's immediate family, as well as brothers, sisters, step-siblings, mother, father, parent-in-law, grandparents, grandparents-in-law, grandchild(ren), brothers and sisters-in-law, son/daughter-in-law, the Director of Public Safety may authorize a maximum of three (3) consecutive days with pay for each emergency, as funeral leave. Funeral leave may not exceed forty (40) hours per year and may not be carried over to the following year.

ARTICLE 22 – OVERTIME

- 22.1 Employees are eligible to receive overtime compensation but may not accrue compensatory time. Employees will be compensated at one and one-half (1-1/2) times the employees regular base pay rate for hours worked in excess of the employees scheduled shift or an eighty (80) hour pay period. Changes of shifts do not qualify an employee for overtime under this ARTICLE.
- 22.2 Overtime will be distributed as equally as practicable.
- 22.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 22.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 22.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

ARTICLE 23 - COURT TIME

An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1- 1/2) times the employees base pay rate or for time worked whichever is greater. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum. The Employer will attempt to notify an employee of cancellation as soon as is practicable.

ARTICLE 24 - CALL BACK TIME

An employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours' pay or for time worked whichever is greater at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 25 – WAGES

- 25.1 Wage rates are listed in Appendix A.
- 25.2 Full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional fifty cents (\$0.50) for actual hours worked.
- 25.3 Effective January 1, 2025, Employees who are performing the role of Field Training Officer will be paid an additional one dollar and fifty cents (\$1.50) per hour for actual hours worked in the role of FTO.
- 25.4 The wages specified in Appendix A of this agreement will be implemented on the first day of the pay period that includes January 1 of the respective year. Wage rates for calendar year 2025 will begin on December 30, 2024; wage rates for calendar year 2026 will begin on December 29, 2025; and wage rates for calendar year 2027 will begin on December 28, 2026.

ARTICLE 26 - P.O.S.T LICENSE FEE

The Employer shall pay for the P.O.S.T license fee every three years.

ARTICLE 27 – WAIVER

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT. Even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 28 – DURATION

This AGREEMENT shall be effective as of January 1, 2025 and shall remain in full force and effect until the 31st of December, 2027.

In witness whereof, the parties hereto have executed this AGREEMENT on the latest date affixed to the signatures hereto.

FOR THE CITY OF MARSHALL

FOR LAW ENFORCEMENT
LABOR SERVICES, INC

Robert J. Byrnes, Mayor

Business Agent

City Clerk

Union Steward

Date

Date

APPENDIX A
HOURLY WAGE RATES

- Step movement on employee anniversary date with satisfactory performance evaluation.
- Employees shall not exceed the salary range maximum.

2025 4% General Wage Increase, and \$0.85 market adjustment added to steps A-I, \$1.00 market adjustment added to step J.

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Sergeant	40.30	41.61	42.92	44.22	45.51	46.83	48.45	50.07	51.70	53.49

2026 4% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Sergeant	41.91	43.27	44.64	45.99	47.33	48.70	50.39	52.07	53.77	55.63

2027 4% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Sergeant	43.59	45.00	46.43	47.83	49.22	50.65	52.41	54.15	55.92	57.86

APPENDIX B

Equipment List for Police Sergeant

Item	Quantity	Item	Quantity
Winter – Stocking Hat	1	Business Card	1
Summer Uniform Shirts	3	Key Holder	1
Winter Uniform Shirts	3	Magazine/Magazine Pouch	1
Tie	1	Duty Ammo	1
Uniform Pants	3	Glove Pouch	1
All Season Jacket	1	Portable Radio, Charger, Accessories	1
Shell Jacket	1	Mace	1
Traffic Vest	1	Mace Holder	1
Badge – Uniform	2	Flash Light Holder	1
Pair Collar Brass - Small	1	Flashlight w/Charger w/Holder	1
Pair Collar Brass - Large	1	Duty Belt	1
Individual Name Tag	2	Belt Keepers	1
Photo ID Police	1	Duty Holster	1
Digital Camera	1	Handgun	1
“Serving Since” Service Bar	1	Digital Copy of Policies (Lexipol)	1
Key Set	1	Taser	1
Body Armor/Carrier	1	Taser Holster	1
Cut Resistant Gloves	1	Handcuffs w/2 keys	1
Approved Footwear	1	Handcuff Case	1
(Maximum City Cost of \$200)		Mollie Holders (4)	1

Additional Equipment List for Detective Sergeant

Item	Quantity
Belt Clip Badge Holder	1
Dress Pants	3
Dress Shirts	3

RESOLUTION NUMBER 24-116

A RESOLUTION APPROVING A LABOR AGREEMENT AND A MEMORANDUM OF AGREEMENT BETWEEN LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 245 AND THE CITY OF MARSHALL TO BE EFFECTIVE THROUGH DECEMBER 31, 2027

WHEREAS, Law Enforcement Labor Services, Inc., Local No. 245 is the exclusive representative for City of Marshall Police Supervisors; and

WHEREAS, the current labor agreement between the City of Marshall and Law Enforcement Labor Services, Inc., Local No. 245 expires on December 31, 2024; and

WHEREAS, the City of Marshall and Law Enforcement Labor Services, Inc., Local No. 245 met and negotiated over the terms and conditions of employment; and

WHEREAS, a copy of the written collective bargaining agreement attached hereto, which is by this reference expressly incorporated herein; and

WHEREAS, there has been a reduction in the number of licensure eligible and licensed applicants for our vacancies and a significant number of law enforcement agencies that are hiring in the State of Minnesota, creating a unique attraction and retention concern for our Police Department;

WHEREAS, the City desires to address this unique attraction and retention concern through a single-year market adjustment in 2025; and

WHEREAS, the Law Enforcement Labor Services, Inc., Local No. 245 has ratified acceptance of these agreements; and

WHEREAS, the Minnesota Public Employment Relations Act requires that upon execution of a labor agreement, the City of Marshall implement it in the form of a resolution.

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

1. The Labor Agreement between the City of Marshall and Law Enforcement Labor Services, Inc., Local No. 245 for January 1, 2025 through December 31, 2027 is approved.
2. The Mayor and the City Clerk shall execute the agreement.
3. The City of Marshall shall implement the agreement.

Passed and adopted by the Common Council on December 17, 2024.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Preston Stensrud
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Acceptance of Donations Made to the Marshall Parks and Recreation Department for FY 2024
Background Information:	<p>The Parks and Recreation Department(s) are very honored to receive numerous generous donations each year to help improve our facilities and programming.</p> <p>In 2024, our department received nearly \$250,000 in donations and continue to work on grant related projects with more than \$550,000 awarded.</p> <p>Our staff is very appreciative of all our community donors and the support we receive each year that allows us to enhance our amenities and programming.</p>
Fiscal Impact:	None
Alternative/ Variations:	None recommended
Recommendations:	Adopt the resolution formally accepting donation donations to the Marshall Parks and Recreation Department received in 2024.

RESOLUTION NUMBER 24-109
ACCEPTING DONATIONS TO THE CITY OF MARSHALL PARKS & RECREATION 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>
Turkey Valley Farms	\$15,000.00

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

These donations will be used towards “Cultivating the Best in Play” initiative to install inclusive playground components in our parks.

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>
Johnson Family	\$7,500.00
Sunrise Rotary	\$1,000.00

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

These donations will be used towards the planting of new trees and to help mitigate the spread of Emerald Ash Borer in our parks.

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>
Marshall Baseball Association	\$63,000.00
Marshall Area Youth Baseball Association	\$11,000.00
Southwest MN State University	\$5,000.00
Titan Machinery	\$1,000.00
Marshall Tiger Baseball Booster’s	\$1,000.00

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

These donations will be used towards the Legion Field improvements.

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>
Upper Sioux Baseball	\$2,331.00
Marshall Area Fastpitch Softball Association	\$500.00

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

These donations will be used towards baseball/softball related improvements at our facilities.

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>
Karen Soccer Group	\$850.00
Marshall United Soccer Association	\$1,000.00

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

These donations will be used towards soccer related improvements at our facilities.

WHEREAS, the following donations were contributed towards continued improvements at Memorial Park to the city:

<u>Name of Donor</u>	<u>Amount</u>
Renee DeAustin	\$350.00
Klaith Family	\$240.00

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

These donations will be used towards improvements at Memorial Park.

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>
Mellenthin Family	\$500.00
Tall Grass Community Collection	\$500.00

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

These donations will be used for the installation of 18-hole disc golf course at Independence Park.

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>
Velvet Sellin	\$1,570.00

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

This donation will be used to install a memorial bench at Independence Park.

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>
Marshall Crime Fund	\$5,000.00

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

This donation will be used to install additional cameras in our parks.

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>
Hitching Post	\$500.00

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

This donation will be used to upgrade concessions trailer for the parks department.

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>
Strand Home Services	\$1,500.00
Andrew Suby State Farm	\$500.00
Downtown Sound	\$500.00
US Bank	\$300.00
Charles Aufenthie State Farm	\$1,500.00
Christian Becker State Farm	\$500.00
Jana Reilly Home Team	\$1,500.00
Hampton Ridge Financial	\$500.00
Coleman Electric	\$500.00

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

These donations will be used towards the purchases of various equipment used for recreational programming.

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>
Ted Rowe Charitable Fund	\$100,000.00

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

These donations will be towards amenities at The Splash Aquatic Park.

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>
MAHA	\$26,100

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

These donations will be used towards the general maintenance needs at the Red Baron Arena and Expo and to purchase TV for meeting rooms.

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 17th day of December 2024.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Acceptance of Donations to the Administration Department
Background Information:	<p>The Administration Department received \$143,222.70 in donations during FY 2024.</p> <p>Minnesota Statute 465.03 Gifts to Municipalities require that a city may accept a grant or devise of real or personal every acceptance be done by resolution and must be adopted by two-thirds majority of its members.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Adopt Resolution 24-110 formally accepting donations to the Administration Department received in 2024.

**RESOLUTION NUMBER 24-110
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 persons and entities have offered to contribute cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Sunrise Rotary/Ted Rowe Legacy Fund	\$143,222.70

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

These donations will be used towards a city project designated by Sunrise Rotary.

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 17th day of December 2024.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Tiger Office Park - 1) Approval of Preliminary Plat; 2) Consider Resolution Adopting the Final Plat
Background Information:	<p>Attached please find a copy of the preliminary plat of Tiger Office Park. Also attached is a copy of the Engineer’s Report of Preliminary Plat Review.</p> <p>The purpose of this plat is to create individual parcels for each building. Outlot B encompasses all of the parking and access from public rights-of-way for each building lot. Access easement over Outlot B will need to be created for each building lot.</p> <p>A copy of the proposed subdivision has been sent to the local utility companies for their review and comments.</p> <p>A public hearing was held on the preliminary plat at the special Planning Commission meeting on 12/04/2024. Following a brief discussion, Muchlinski made a motion, second by Deutz to recommend approval of the preliminary plat to the City Council. All voted in favor.</p> <p>Attached please find a copy of the Final Plat and the Final Plat Checklist for Tiger Office Park.</p>
Fiscal Impact:	The applicant has paid the \$300 escrow for direct costs relating to the plat, and the difference will be refunded or billed to the applicant according to the current Fee Schedule.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council approve the Preliminary Plat of Tiger Office Park.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION 24-123, which is the Resolution Approving the Final Plat of Tiger Office Park.</p>

RESOLUTION 24-123

RESOLUTION APPROVING THE FINAL PLAT OF TIGER OFFICE PARK

WHEREAS, Vesta, LLC has filed with the Common Council, a Preliminary Plat identified as Tiger Office Park situated in the City of Marshall, County of Lyon, State of Minnesota, described as follows, to-wit:

**TIGER OFFICE PARK
BLOCK ONE LOTS 1-2
BLOCK TWO LOTS 1-2
OUTLOT A
OUTLOT B**

more particularly described as attached Exhibit A; and

WHEREAS, the Final Plat of Tiger Office Park was presented to the Common Council on December 17, 2024.

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

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

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

Passed and adopted by the Common Council this 17th day of December, 2024.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

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

EXHIBIT A

All that part of the Northeast Quarter of Section 9, Township 111 North, Range 41 West, in the City of Marshall, Lyon County, Minnesota, being more particularly described as follows:

Commencing at the intersection of the north line of said Northeast Quarter and southwesterly right of way line of East Main Street (a.k.a. U.S. T.H. No. 59); thence southeasterly, along said southwesterly right of way line, a distance of 787.00 feet to an existing iron monument mark with seal number 13593, said iron monument being the point of beginning; thence South 45 degrees 36 minutes 57 seconds East, bearing based on Minnesota State Plane Coordinate System Lyon County Datum, along said southwesterly right of way line, a distance of 28.00 feet; thence South 44 degrees 23 minutes 03 seconds West, at right angles to last described line, a distance of 481.09 feet, to a point of the northeasterly line of Lot 1, Block 2 of Marshall Right Of Way Addition, in said City of Marshall, as filed and recorded in the office of the County Recorder in and for said Lyon County, said line is 100 feet northeasterly of the former center line of the Chicago & Northwestern Railway; thence North 40 degrees 15 minutes 57 seconds West, along the northeasterly line of said Lot 1, a distance of 442.58 feet, to a point which is 110 feet southeasterly, measured at right angles from the southeasterly line of "C" Street in said City of Marshall; thence North 50 degrees 09 minutes 03 seconds East, parallel to the southeasterly line of said "C" Street, a distance of 309.39 feet, to a point which is 132 feet southwesterly, measured at right angles from the southwesterly right of way line of said East Main Street; thence South 45 degrees 36 minutes 57 seconds East, parallel to said southwesterly line, a distance of 381.57 feet, to a point which is at right angles from the point of beginning; thence North 44 degrees 23 minutes 03 seconds East a distance of 132.00 feet to the point of beginning.

AND

Beginning at a point 547 feet in a southeasterly direction from a point where the southwesterly side of Main Street of the City of Marshall crosses the Northerly line of Section Nine (9), Township One Hundred Eleven (111), Range Forty-one (41), thence running 60 feet further in a Southeasterly direction, thence at right angles 132 feet in a Southwesterly direction, thence 60 feet at right angles in a Northwesterly direction, thence at right angles 132 feet to the point of beginning.

AND

All that part of Lots 1 and 5, Block 2 of Marshall Right Of Way Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota.

Beginning at the southwesterly corner of said Lot 5; thence South 40 degrees 15 minutes 57 seconds East, along the southwesterly line of said Lot 5, a distance of 593.66 feet; thence North 49 degrees 44 minutes 33 seconds East a distance of 150.00 feet to a point on the northeasterly line of said Lot 1; thence North 40 degrees 15 minutes 57 seconds West, along said northeasterly line a distance of 592.59 feet to a point on the southeasterly line of C Street in said City of Marshall; thence South 50 degrees 09 minutes 03 seconds West, along said southeasterly line a distance of 150.00 feet to the point of beginning.

PRELIMINARY PLAT TIGER OFFICE PARK

Marshall, Minnesota

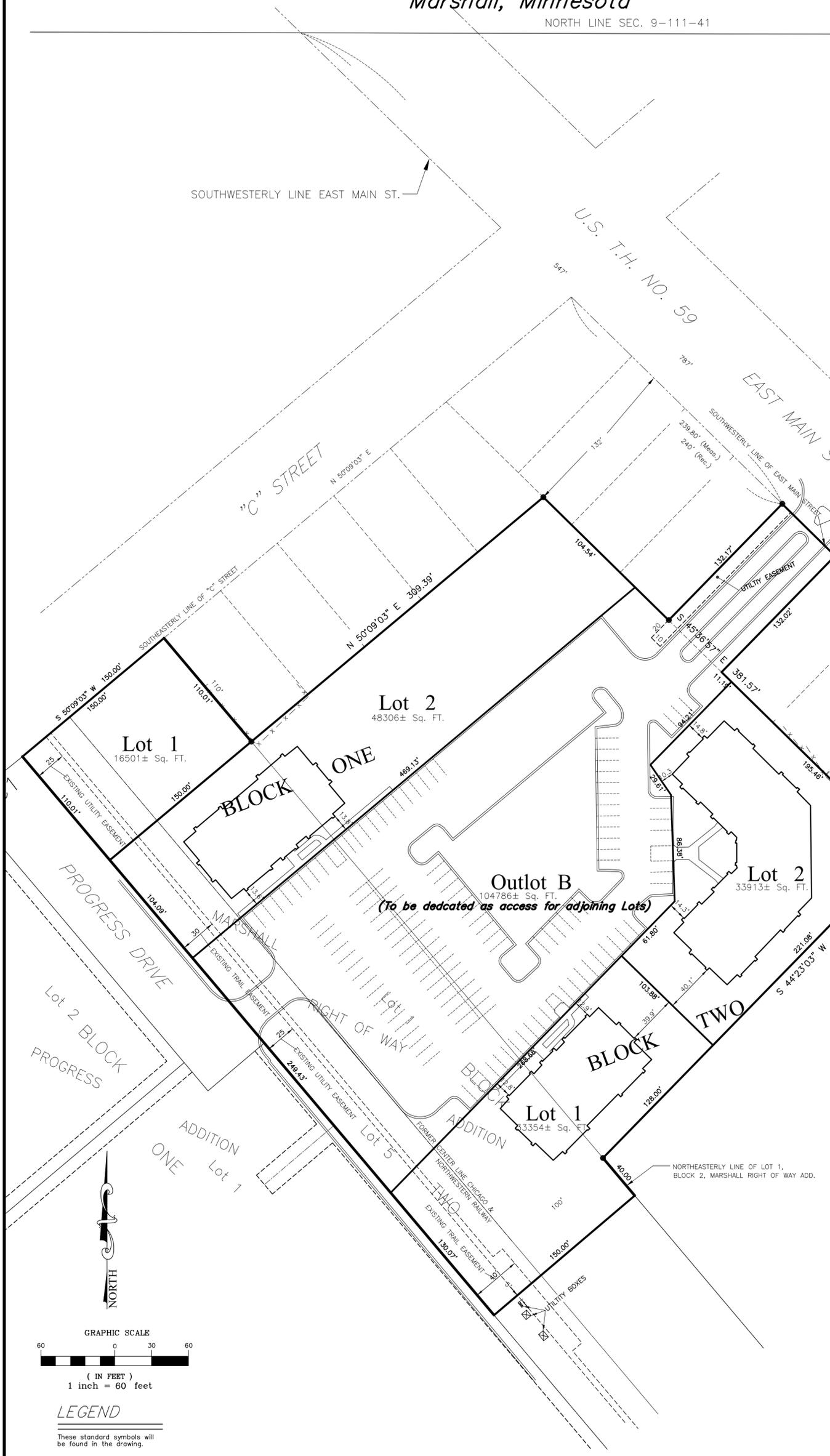
NORTH LINE SEC. 9-111-41

LAND DESCRIPTION

All that part of the Northeast Quarter of Section 9, Township 111 North, Range 41 West, in the City of Marshall, Lyon County, Minnesota, being more particularly described as follows:

Commencing at the the intersection of the north line of said Northeast Quarter and southwesterly right of way line of East Main Street (a.k.a. U.S. T.H. No. 59); thence southeasterly, along said southwesterly right of way line, a distance of 787.00 feet to an existing iron monument mark with seal number 13593, said iron monument being the point of beginning; thence South 45 degrees 36 minutes 57 seconds East, bearing based on Minnesota State Plane Coordinate System Lyon County Datum, along said southwesterly right of way line, a distance of 28.00 feet; thence South 44 degrees 23 minutes 03 seconds West, at right angles to last described line, a distance of 481.09 feet, to a point of the northeasterly line of Lot 1, Block 2 of Marshall Right Of Way Addition, in said City of Marshall, as filed and recorded in the office of the County Recorder in and for said Lyon County, said line is 100 feet northeasterly of the former center line of the Chicago & Northwestern Railway; thence North 40 degrees 15 minutes 57 seconds West, along the northeasterly line of said Lot 1, a distance of 442.58 feet, to a point which is 110 feet southeasterly, measured at right angles from the southeasterly line of "C" Street in said City of Marshall; thence North 50 degrees 09 minutes 03 seconds East, parallel to the southeasterly line of said "C" Street, a distance of 309.39 feet, to a point which is 132 feet southwesterly, measured at right angles from the southwesterly right of way line of said East Main Street; thence South 45 degrees 36 minutes 57 seconds East, parallel to said southwesterly line, a distance of 381.57 feet, to a point which is at right angles from the point of beginning; thence North 44 degrees 23 minutes 03 seconds East a distance of 132.00 feet to the point of beginning.

AND



Land Description (continued)

Beginning at a point 547 feet in a southeasterly direction from at point where the southwesterly side of Main Street of the City of Marshall crosses the Northerly line of Section Nine (9), Township One Hundred Eleven (111), Range Forty-one (41), thence running 60 feet further in a Southeasterly direction, thence at right angles 132 feet in a Southwesterly direction, thence 60 feet at right angles in a Northwesterly direction, thence at right angles 132 feet to the point of beginning.

AND

All that part of Lots 1 and 5, Block 2 of Marshall Right Way Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota.

Beginning at the southwesterly corner of said Lot 5; thence South 40 degrees 15 minutes 57 seconds East, along the southwesterly line of said Lot 5, a distance of 593.60 feet; thence North 49 degrees 44 minutes 33seconds East a distance of 150.00 feet to a point on the northeasterly line of said Lot 1; thence North 40 degrees 15 minutes 57 seconds West, along said northeasterly line a distance of 592.59 feet to a point on the southeasterly line of C Street in said City of Marshall;

TOTAL AREA = 5.44± Acres

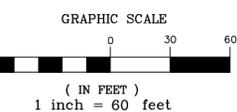
OWNER:
Vesta, LLC

ZONING - B-1 LIMITED BUSINESS

SET BACKS -
FRONT - 25'
SIDE - 10'
REAR - 25'

DATE: DECEMBER 10, 2024

Prepared by
Buelte-Moseng Land Surveying, Inc.
Marshall, MN 56258 Ph. 507-532-9043
PROJECT NO. 24-6752



LEGEND

- MONUMENTS FOUND
- MONUMENTS SET- 5/8" IRON W/SEAL #43844
- BROKEN SCALE

BEARINGS BASED ON LYON COUNTY COORDINATES (1996 Adj)

**ENGINEER'S REPORT
 PRELIMINARY PLAT REVIEW**

Subdivision Name: Tiger Office Park

Quarter NE¼ Section 9 Township 111N Range 41W

Owner's Name: Vesta, LLC

Surveyor: Daniel L. Beutel Reg. No. 43844

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage	X			
f.	Zoning classification	X			
g.	Contours		X		Okay; existing fully-built environment
h.	Boundary line bearings and distances	X			
i.	Easement		X		Existing easements not shown
j.	Street names, elevations and grades	X			No elevations, existing

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
k.	Utilities		X		Utility boxes only; some surface water not shown
l.	Lot lines, numbers and dimensions	X			
m.	Park land			X	Existing fully-built, not applicable
n.	Setbacks	X			
o.	Natural drainageways			X	
p.	Other related information			X	
q.	Covenants and restrictions			X	
r.	Improvement plans and financing			X	
s.	Future platting			X	
t.	Variance request			X	
u.	Floodway and flood zone designations			X	
v.	Certificates of approval			X	

Sec. 66-54. Information required. (2) Other preliminary plans.		Yes	No	N/A	Comments
a.	Drainage and grading plans 1. Existing and proposed drainage.			X	Existing fully-built environment
	2. Drainage flow facility.				
b.	Utility plans			X	

CITY ENGINEER'S RECOMMENDATIONS:

Approve.

DATE RECEIVED: November 1, 2024

DATE REVIEWED: November 25, 2024

PLANNING COMMISSION REVIEW DATE: December 4, 2024



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

TIGER OFFICE PARK

KNOW ALL PEOPLE BY THESE PRESENTS: That Vesta, LLC, a limited liability company under the laws of the State of Minnesota, fee owner of the following described property:

All that part of the Northeast Quarter of Section 9, Township 111 North, Range 41 West, in the City of Marshall, Lyon County, Minnesota, being more particularly described as follows:

Commencing at the intersection of the north line of said Northeast Quarter and southwesterly right of way line of East Main Street (a.k.a. U.S.T.H. No. 59); thence southeasterly, along said southwesterly right of way line, a distance of 787.00 feet to an existing iron monument mark with seal number 13593, said iron monument being the point of beginning; thence South 45 degrees 36 minutes 57 seconds East, bearing based on Minnesota State Plane Coordinate System Lyon County Datum, along said southwesterly right of way line, a distance of 28.00 feet; thence South 44 degrees 23 minutes 03 seconds West, at right angles to last described line, a distance of 481.09 feet, to a point of the northeasterly line of Lot 1, Block 2 of Marshall Right Of Way Addition, in said City of Marshall, as filed and recorded in the office of the County Recorder in and for said Lyon County, said line is 100 feet northeasterly of the former center line of the Chicago & Northwestern Railway; thence North 40 degrees 15 minutes 57 seconds West, along the northeasterly line of said Lot 1, a distance of 442.58 feet, to a point which is 110 feet southeasterly, measured at right angles from the southeasterly line of "C" Street in said City of Marshall; thence North 50 degrees 09 minutes 03 seconds East, parallel to the southeasterly line of said "C" Street, a distance of 309.39 feet, to a point which is 132 feet southwesterly, measured at right angles from the southwesterly right of way line of said East Main Street; thence South 45 degrees 36 minutes 57 seconds East, parallel to said southwesterly line, a distance of 381.57 feet, to a point which is at right angles from the point of beginning; thence North 44 degrees 23 minutes 03 seconds East a distance of 132.00 feet to the point of beginning.

AND

Beginning at a point 547 feet in a southeasterly direction from a point where the southwesterly side of Main Street of the City of Marshall crosses the Northerly line of Section Nine (9), Township One Hundred Eleven (111), Range Forty-one (41), thence running 60 feet further in a Southeasterly direction, thence at right angles 132 feet in a Southwesterly direction, thence 60 feet at right angles in a Northwesterly direction, thence at right angles 132 feet to the point of beginning.

AND

All that part of Lots 1 and 5, Block 2 of Marshall Right Of Way Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota.

Beginning at the southwesterly corner of said Lot 5; thence South 40 degrees 15 minutes 57 seconds East, along the southwesterly line of said Lot 5, a distance of 593.66 feet; thence North 49 degrees 44 minutes 33 seconds East a distance of 150.00 feet to a point on the northeasterly line of said Lot 1; thence North 40 degrees 15 minutes 57 seconds West, along said northeasterly line a distance of 592.59 feet to a point on the southeasterly line of C Street in said City of Marshall; thence South 50 degrees 09 minutes 03 seconds West, along said southeasterly line a distance of 150.00 feet to the point of beginning.

Have caused the same to be surveyed and platted as TIGER OFFICE PARK, and do hereby donate and dedicate to the public for public use forever the easements as shown on this plat. Outlot B is to be designated as an access easement for the lots adjoining Outlot B.

Vesta, LLC

by _____
James Carr, its Managing Member

**STATE OF MINNESOTA
COUNTY OF LYON**

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by James Carr, Managing Member, on behalf of Vesta, LLC, a limited liability company under the laws of the State of Minnesota.

Notary Public,
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as TIGER OFFICE PARK, that this plat is a correct representation of said survey; that all distances are correctly shown on the plat; that all monuments have been correctly placed in the ground as shown on the plat; that the outside boundary lines are correctly designated on the plat and that there are no wetlands or public highways to be designated on this plat other than as shown.

Daniel L. Bueltel
Minnesota License Number 43844

**STATE OF MINNESOTA
COUNTY OF LYON**

The Surveyor's Certificate was acknowledged before me on this _____ day of _____, 20____, by Daniel L. Bueltel, a licensed land surveyor.

Notary Public,
My Commission Expires _____

CITY COUNCIL

This plat of TIGER OFFICE PARK was approved and accepted, by resolution, at a meeting of the City Council of Marshall, Minnesota, held this _____ day of _____, 20____.

Mayor

City Clerk

OFFICE OF THE LYON COUNTY AUDITOR/TREASURER

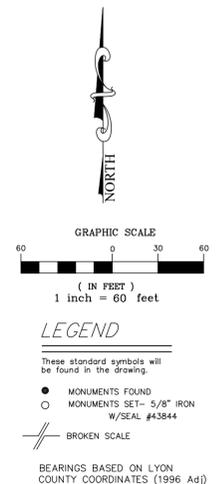
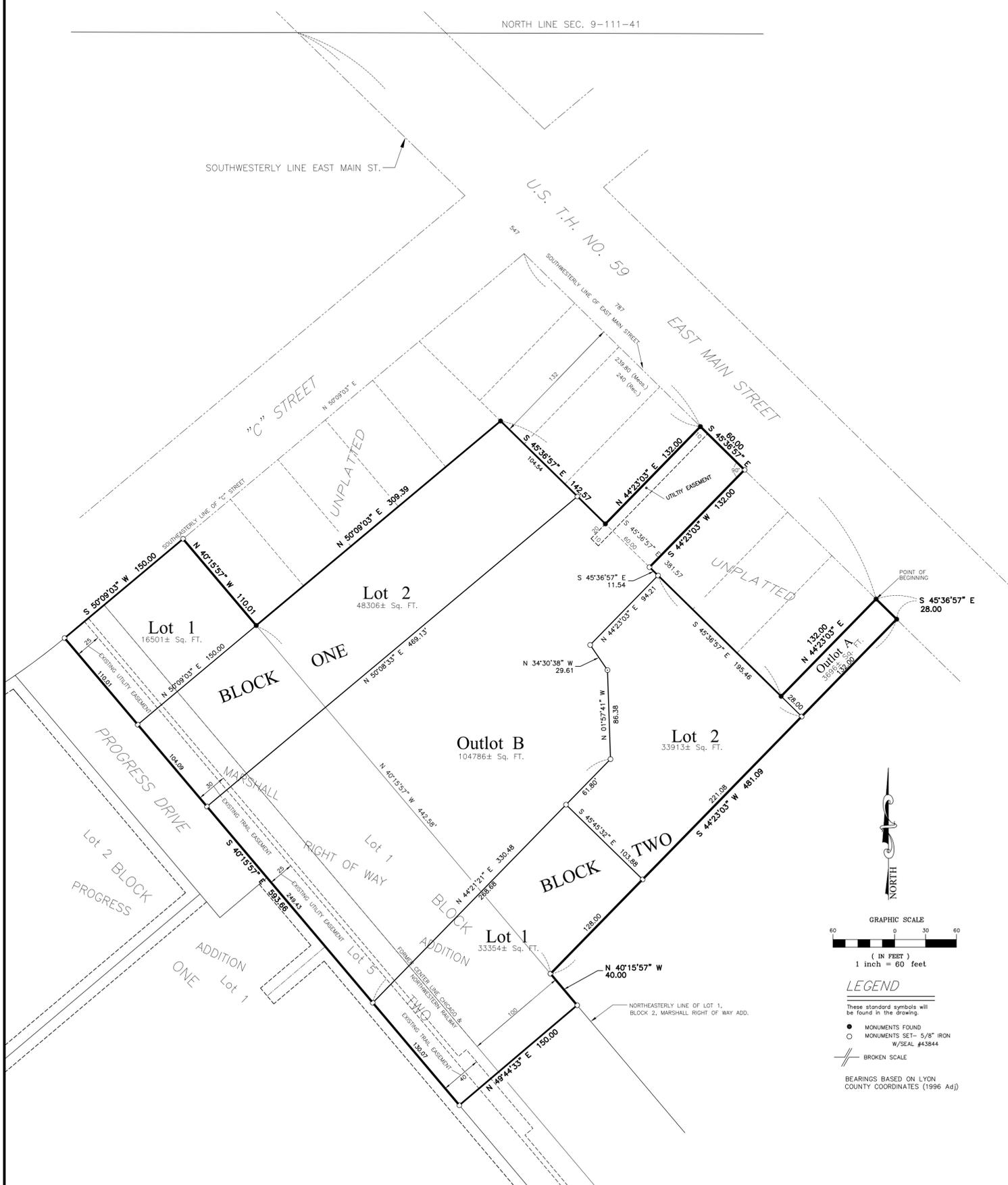
I hereby certify that the tax for the year 20____ on the land described in the foregoing instrument and as shown on the annexed plat has been paid in full.

Auditor/Treasurer, Lyon County

OFFICE OF THE LYON COUNTY RECORDER

I hereby certify that this instrument was filed and microfilmed in this office for record on the _____ day of _____, 20____, at _____ o'clock _____ m., and was duly recorded as document number _____, envelope number _____.

Recorder, Lyon County



FINAL PLAT CHECKLIST CHAPTER 66 - SUBDIVISIONS

Subdivision Name: Tiger Office Park

Quarter NW¼ Section 9 Township 111N Range 41W

Owner's Name: Vesta LLC

Surveyor: Daniel L. Bueltel Reg. No. 43884

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

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

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

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

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



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

12/10/2024

 Date

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project PK-034: Camden Trail – Northern Section Overlay Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Transportation Alternatives Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Transportation Alternatives Project
Background Information:	<p>MnDOT District 8 is currently soliciting for 2029 Transportation Alternatives (TA) grant applications. The TA grant is an 80-20 grant to match program that provides funds for pedestrian and bike facilities, historic preservation, Safe Routes to School, and more. Previous projects the City had funded through this program include the RRFB School Crossings Project which was constructed in 2022, the C St.-Southview Trail Project which is scheduled for construction in 2025, the East Lyon Street Trail Project which is scheduled for construction in 2026, the Justice Park Trail Project and the Country Club Trail Reconstruction Project which are both scheduled for construction in 2028.</p> <p>The proposed project includes overlaying 12,100 LF of the existing trail that runs along the north side of Marshall. The limits of this work would be from TH 59 to N 7th Street, Kossuth Ave to Bruce Street to State Street (along TH 23) on the east side of Marshall. The proposed overlay would be a 2” thick with Class 1 shoulders with new curb ramps that are up to current ADA standards. These sections of trail were constructed in 2009 and the trail will require an overlay in 2029 to extend the life of the trail.</p> <p>Included with the Council packet are Exhibits A and G from the grant application. Exhibit A visually identifies the project limits and Exhibit G is the preliminary cost estimate.</p> <p>To complete the grant application process, staff would like the City Council to offer their support for our grant application and we will need two resolutions to be approved. One resolution identifies the City as the grant sponsoring agency and the entity responsible for managing the grant. The other resolution identifies the City as the responsible party for continued operation and maintenance of the shared use path.</p>
Fiscal Impact:	There is no fiscal impact today. The engineers estimate for the overlay project is \$452,000, our total request for the TA grant is for the amount of \$361,600. If we are awarded a grant, we will be notified in Spring 2025. In today’s dollars, our cost estimate for City participation is \$90,400 in cash with the City also providing the engineering services for grant application, project design, project permitting, and construction administration. These engineering services are valued at approximately \$72,320. The Engineering Department will continue to look for future grants to help pay the match, including but not limited, to State AT (Active Transportation) Grants.

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 24-117, which is the Resolution Authorizing Agent of Sponsoring Agency for Transportation Alternatives Project. Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 24-118, which is the Resolution Identifying Responsibility for Operation and Maintenance for Transportation Alternatives Project.

RESOLUTION NUMBER 24-117

**RESOLUTION AUTHORIZING AGENT OF SPONSORING AGENCY
FOR TRANSPORTATION ALTERNATIVES PROJECT**

BE IT RESOLVED that the City of Marshall agrees to act as sponsoring agency for the project identified as the Camden Trail – Northern Section Overlay Project seeking Transportation Alternatives funding and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules, and regulations.

BE IT FURTHER RESOLVED that Eric R Hanson, P.E., or his designee, is hereby authorized to act as agent on behalf of this sponsoring agency.

Passed and adopted this 17th day of December 2024.

Mayor

City Clerk

The undersigned, being the duly qualified City Clerk of the City of Marshall, Minnesota, and as such the custodian of the books and records of said City, hereby certifies and attests that the attached copy of the Resolution Number 24-117, adopted on this 17th day of December, 2024 is a true and correct copy of the original of said Resolution which is on file and of record in my office.

Steven Anderson
City Clerk
City of Marshall

(SEAL)

RESOLUTION NUMBER 24-118

RESOLUTION IDENTIFYING RESPONSIBILITY FOR OPERATION AND MAINTENANCE FOR TRANSPORTATION ALTERNATIVES PROJECT

WHEREAS: The Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

WHEREAS: Transportation Alternatives projects receive federal funding; and

WHEREAS: the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer; and

WHEREAS: the City of Marshall is the sponsoring agency for the transportation alternatives project identified as Camden Trail – Northern Section Overlay Project.

THEREFORE BE IT RESOLVED THAT: the sponsoring agency hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

Passed and adopted this 17th day of December 2024.

Mayor

City Clerk

The undersigned, being the duly qualified City Clerk of the City of Marshall, Minnesota, and as such the custodian of the books and records of said City, hereby certifies and attests that the attached copy of the Resolution Number 24-118, adopted on this 17th day of December, 2024 is a true and correct copy of the original of said Resolution which is on file and of record in my office.

Steven Anderson
City Clerk
City of Marshall

(SEAL)

Exhibit A



DESIGNED BY: ERH	DATE	REVISIONS	INIT.
DRAWN BY: ERH			
Item 21.			
Varies			


MARSHALL
 ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

Conceptual Trail Overlay Layout
 Camden Trail—Northern Section Overlay

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE _____ LICENSE NO. _____

CITY PROJECT NO. PK-034	DATE 12-15-2024
STATE AID PROJECT NO. _____	Page 150

TH 23

Exhibit G



Camden Trail - Northern Section Overlay Engineers Estimate

Item Number	Description	Unit	Quantity	Unit Price*	Est. Price
2021.501	Mobilization	LS	1.00	\$ 30,000.00	\$ 30,000.00
2104.503	Remove Concrete	SY	95.00	\$ 25.00	\$ 2,375.00
2118.507	Aggregate Surfacing, (CV) Class 5	CY	7.00	\$ 90.00	\$ 630.00
2221.507	Shoulder Base Aggregate (CV) Class 1	CY	375.00	\$ 95.00	\$ 35,625.00
2357.506	Bituminous Material for Tackcoat	Gal	670.00	\$ 5.00	\$ 3,350.00
2360.609	Type SP 9.5 Wearing Course Mix (SPWEA340B)	Ton	1550.00	\$ 229.00	\$ 354,950.00
2523.517	6" Concrete Walk	SF	850.00	\$ 20.00	\$ 17,000.00
2531.618	Truncated Domes	SF	80.00	\$ 100.00	\$ 8,000.00
					\$ -
Total Construction (Rounded) =					\$ 452,000.00
TA Grant Request* (80% of Total Construction Cost) =					\$ 361,600.00
State Aid Funds* (20% of Total Construction Cost) =					\$ 90,400.00
Engineering* (16% of Total Construction Cost) =					\$ 72,320.00

* Prices area rounded to the nearest dollar.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sharon Hanson, City Administrator
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Approve the 2025 through 2039 Lease Agreement for Golf Range Use Between the City of Marshall and the Marshall Golf Club and adopt Resolution 24-124 authorizing execution of Marshall Driving Range Agreement
Background Information:	<p>On November 14, 1983, the city of Marshall, as part of the airport acquisition, purchased the current golf range land in the amount of \$157,000 from FJ McLaughlin Co. To the best of our knowledge, the golf range was established at or near the same time frame.</p> <p>Previous lease agreements date back prior to 2010. The most prior lease agreement from 2010 through the end of 2024 had yearly payments of \$1,000 annually.</p> <p>The attached revised agreement will be from 2025 through 2039 and has incremental adjustments every five years.</p> <p>The Marshall Golf Board has signed this agreement.</p>
Fiscal Impact:	See attached agreement
Alternative/ Variations:	None
Recommendations:	To approve the 2025 through 2039 Lease Agreement for Golf Range Use Between the City of Marshall and the Marshall Golf Club and adopt Resolution 24-124 authorizing execution of Marshall Driving Range Agreement

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, by and between the following parties:

- a. The City of Marshall, a municipal corporation, organized and existing under the State of Minnesota, hereinafter referred to as "City", and
- b. Marshall Golf Club Inc., a non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as "Golf Club".

WHEREAS, The City and the Golf Club have previously entered into an agreement for the construction, operation and maintenance of a golf driving range in the City of Marshall, Minnesota, on property owned by City, legally described as follows, to-wit:

The South three Hundred Thirty (330) feet of the West Half of the Northeast Quarter of the Northwest Quarter (W¹/₂NE¹/_{NW}¹/₄) of Section Eight (8), in Township One Hundred Eleven (111) North of Range Forty-one (41) West of the Fifth Principal Meridian, containing five acres, more or less, subject to existing lease and easements of record. Excepting therefrom that part owned by the City of Marshall, Minnesota, and filed in Book 100 Pages 488 and 489 in the office of the County Recorder in and for Lyon County which reads as follows:

Commencing at the Northwest corner of the above described tract, thence Easterly along the North line of said above described tract seven and one tenth (7.1) feet, thence South sixty-six (66) feet, thence right on a curve of Eleven Hundred Ninety and Sixty-nine One Hundredths (1190.69) feet radius to a point on the West line of said tract, thence Northerly along said Sixteenth line to a point of beginning. (Containing 0.02 acres more or less.) Said parcel contains 4.99 acres more or less, and

WHEREAS, the parties hereto agree that it would be in the best interest of the citizens of Marshall and the users of said Golf Range, that said range be operated by the Golf Club and not by the City, and

WHEREAS, the Golf Club is willing to assume all legal responsibility for the future operation and maintenance of the Golf Range.

NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

1. The City does hereby contract with the Golf Club for the operation and maintenance of a golf driving range on the following described property, to-wit:
 - i. The South Three Hundred Thirty (330) feet of the West Half of the Northeast Quarter of the Northwest Quarter ($W^{1/2}NE^{1/4}NW^{1/4}$) of Section Eight (8), in Township One Hundred Eleven (111) North of Range Forty-one (41) West of the Fifth Principal Meridian, containing five acres, more or less, subject to existing lease and easements of record. Excepting therefrom that part owned by the City of Marshall, Minnesota, and filed in Book 100 Pages 488 and 489 in the office of the County Recorder in and for Lyon County which reads as follows:

Commencing at the Northwest corner of the above described tract, thence Easterly along the North line of said above described tract seven and one tenth (7.1) feet, thence South Sixty-six (66) feet, thence right on a curve of Eleven Hundred Ninety and Sixty-nine One Hundredths (1190.69) feet radius to a point on the West line of said tract, thence Northerly along said Sixteenth line to a point of beginning. (Containing 0.02 acres more or less.) Said parcel contains 4.99 acres more or less, under the following terms and conditions:

- a. That as long as the Golf Club is operating the Golf Range it shall be open, in perpetuity to the general public at reasonable rates and at the same rates as said Golf Range is available to members of the Golf Club.
- b. The Golf Club shall assume all future legal responsibility and liability for the operation and the maintenance of said Golf Range and agrees to indemnify and hold the City harmless for any loss arising from, or based in the whole, or in any part, on any negligent act or omission by the Golf Club, its officers, employees, subcontractors, and agents, or any other person engaged by the Golf Club in the performance of work or services pursuant to this Agreement. In no event shall the City be liable to the Golf Club for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

- c. That the parties hereto agree to enter into this agreement for a fifteen (15) year period of time, commencing on January 1, 2025 and terminating on December 31, 2039.
- d. The parties agree that annual lease payments are due from the Golf Club to the City according to the following lease payment schedule:
- i. Golf Club shall immediately pay to the City, upon the execution of this agreement, the sum of \$1,500, for rental payment due for the year 2025.
 - ii. Golf Club shall pay the City, on an annual basis:
 - The sum of \$1,500 per year due on or before January 31 of each and every year commencing 2026 and continuing each and every year thereafter through 2029.
 - The sum of \$1,750 per year due on or before January 31 of each and every year commencing January 31, 2030 and continuing each and every year thereafter through 2034.
 - The sum of \$2,000 per year due on or before January 31 of each and every year commencing January 31, 2035 through 2039.
 - iii. In addition, the Driving Range property is subject to a personal property tax per MN Statutes. Said personal property tax shall be due and payable directly from Golf Club to Lyon County. Said Golf Club shall be solely responsible for annual payment of personal property taxes, in addition to the lease payments as set forth above.
- e. Any loss on the operation of said Golf Range shall be born by the Golf Club and not by the city. The Golf Club agrees that before any of the services can be performed hereunder, the Golf Club shall procure at a minimum:
- i. Worker's compensation insurance as required by Minnesota state law.
 - ii. Commercial general liability in an amount of not less than \$1,500,000.00 per occurrence and
 - iii. \$2,000,000 annual aggregate, for damages for bodily injury, including death, and property damage.
 - iv. Umbrella automobile liability insurance covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less the \$1,500,000 per accident for property damage, \$1,500,000 for bodily injuries, damages, and/or death

to any one person, and \$2,000,000 aggregate, for total bodily injuries, damages, and/or death arising from any one occurrence.

To meet the commercial general liability requirements, the Golf Club may use a combination of excess and umbrella coverage. The Golf Club shall provide the City with a current certificate of insurance listing the City as an additional insured with respect to the commercial general liability and umbrella or excess liability. Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to the City, 10 days' written notice in the case of non-payment. The Golf Club agrees to keep in force the above provisions at all times during the term of this Agreement

- f. The Golf Club shall have the right at any time to cease operating the range if it determines that it is not to the economic benefit of the Golf Club to maintain said range. If the service is terminated, all capital improvements and equipment shall be liquidated and shall become the property of the Golf Club.
- g. This agreement shall be subject to the right of the City at any time to terminate this agreement for reasons that the activity being conducted on the property described above has been determined by any governmental agency to be detrimental to the operation of the Marshall Municipal Airport. If the City exercises said right to terminate this agreement, all capital improvements and equipment shall be liquidated and shall become the property of the Golf Club.
- h. MISCELLANEOUS PROVISIONS.
 - i. Entire Agreement. This Agreement shall constitute the entire agreement between the City and the Golf Club and supersedes any other written or oral agreements between the City and the Golf Club. This Agreement can only be modified in writing signed by the City and the Golf Club.
 - ii. Data Practices Act Compliance. Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Golf Club will immediately report to the City any requests from third parties for information relating to this Agreement. The Golf Club

agrees to promptly respond to inquiries from the City concerning data requests.

- iii. **Audit.** Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the Golf Club agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Golf Club and invoice transactions relating to this Agreement. Golf Club must retain all records pertaining to its services to the City for a minimum of six years after termination of this Agreement.
- iv. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- v. **No Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
- vi. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- vii. **Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- viii. **Compliance with Laws.** The Golf Club shall exercise due care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in effect as of the date the execution of this Agreement.

RESOLUTION NO. 24-124

Resolution authorizing execution of Marshall Driving Range Agreement

WHEREAS, the City of Marshall (“City”) and the Marshall Golf Club Inc. (“Golf Club”) have previously entered into an agreement for the construction, operation and maintenance of a golf driving range (“range”) in the City of Marshall, Minnesota, on property owned by City; and

WHEREAS, it would further a public purpose and benefit the community that said range to be operated by the Golf Club and not by the City; and

WHEREAS, the Golf Club desires to operate the range and assume all legal responsibility for its future operation and maintenance.

NOW, THEREFORE BE IT RESOLVED, that the Marshall Driving Range Agreement is accepted.

ALSO, BE IT RESOLVED, that the Mayor is hereby authorized and directed to execute the final Agreement on behalf of the City of Marshall.

Approved by the Common Council of the City of Marshall, Minnesota, this 17th day of December 2024

City of Marshall, Minnesota

Robert J. Byrnes, Mayor

ATTEST:

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Mayor Bob Byrnes, Sharon Hanson-City Administrator			
Meeting Date:	Tuesday, December 17, 2024			
Category:	NEW BUSINESS			
Type:	INFO			
Subject:	Appoint Pam Whitmore, Kennedy and Graven as Civil Attorney and Matt Gross as Criminal Attorney, Approve Legal Services Agreement with Kennedy and Graven and Quarnstrom and Doering			
Background Information:	<p>Per City of Marshall Charter: The Mayor nominates to the City Council the person (s) to be appointed as City Attorney.</p> <p>Mayor has met with Attorney Pam Whitmore, Kennedy and Graven Law Firm and Attorney Matt Gross, Quarnstrom and Doering Law Firm.</p> <p>Mayor nominated, and Council affirmed, City Attorney at December 10th Council meeting Civil Attorney Pam Whitmore, Kennedy and Graven Law Firm and Criminal Attorney Matt Gross, Quarnstrom and Doering Law Firm.</p> <p>Section 3.04 City Attorney The Mayor shall nominate to the City Council the person to be appointed as City Attorney for the City of Marshall. The City Council and the Mayor shall vote and confirm said appointment by majority vote. The City Attorney shall serve for a term of two (2) years, the term of office to begin on the first regular meeting in January after the municipal election and continuing until a successor is appointed. The City Attorney shall perform legal services for the City under direction of the City Council and is removable at the discretion of the City Council. The City may contract with other attorneys to perform specific legal services as it deems necessary without discharging the City Attorney. The Marshall Municipal Utilities Commission are hereby authorized to employ the City Attorney in official matters and to pay for their services from their respective funds. The City Attorney may employ such staff and assistants as necessary.</p>			
Fiscal Impact:	2025 and 2026 fees are based on history of actual and value work:			
	Attorney	Retainer Fee 2024	Retainer Fee 2025	Retainer Fee 2026
	Whitmore	\$67,380	\$76,800	\$80,640
	Gross	\$68,217	\$80,000	\$81,600
Alternative/Variations:	n/a			
Recommendations:	Appoint Pam Whitmore, Kennedy and Graven as Civil Attorney and Matt Gross as Criminal Attorney, Approve Legal Services Agreement with Kennedy and Graven and Quarnstrom and Doering			

AGREEMENT FOR LEGAL SERVICES

This Agreement, entered into between the CITY OF NAME, a Minnesota municipal corporation (the “City”) and the law firm of KENNEDY & GRAVEN, CHARTERED (the “City Attorney”) effective as of this 1st day of January, 2025, provides as follows:

SECTION 1. Background: Findings.

1.01. *Authority.* The appointment and removal of the City Attorney is made by the Mayor, with approval from City Council.

1.02. *Council Determination.* At a duly called regular meeting of the City Council held on December 10, 2024, the City Council determined that the firm of Kennedy & Graven, Chartered be engaged as City Attorney, with Pamela J.F. Whitmore of that firm serving as primary legal counsel for the City and approved this Agreement for Legal Services and authorized the Mayor and City Clerk to sign.

SECTION 2. Terms and Conditions.

2.01. *Consideration.* In consideration of the mutual promises and conditions contained in this Agreement, the City and the City Attorney agree to the terms and conditions set forth herein.

2.02. *City Attorney Appointment.* The City appoints the firm of Kennedy & Graven, Chartered as City Attorney, with Pamela J.F. Whitmore acting as primary legal counsel for the City.

2.03. *Usual and Customary Legal Services.* The City Attorney agrees to perform all usual and customary legal services for the City in accordance with the terms of this Agreement, including, but not limited to the following:

- a. In person attendance at up to two City meetings (City Council, City board or commission, staff meeting, etc.) per month, as requested;
- b. Drafting and review of ordinances, resolutions, policies and correspondence, as requested;
- c. Remote Attendance at meetings and participating in telephone conversations with and advising the City Council, City Administrator, Department Heads, and other City staff on general legal matters;
- d. Reviewing and drafting of municipal contracts, including contracts for public improvements, joint powers agreements, construction, purchase of equipment, and the like;
- e. Representation of the City in matters related to the administrative enforcement of City building, housing, and zoning codes (with the exception of commencing

litigation or judicial abatement actions, which will be charged out of retainer at litigation rates);

- f. Interpretation and advice with respect to general municipal employment matters including, but not limited to, PELRA, labor agreements, personnel policies, FLSA, veterans' preference, and unemployment compensation (with the exception of matters involving the imposition of employee discipline, employment litigation, and participating in labor negotiations);
- g. Researching and submission of legal opinions on municipal or other legal matters requested by the City Council or City Administrator;
- h. Providing a legal briefing, as requested, to the City staff and Council regarding new or proposed legislation affecting municipal operations and activities;
- i. Providing written updates on new state and federal legislation or judicial holdings impacting the City, and suggested action or changes in operations or procedures to assure compliance;
- j. Reviewing bonds and insurance required by or for City contracts or activities;
- k. Regular training for City staff and the City Council including, but not limited to, Open Meeting Law, Data Practices, City government procedures, and planning commission duties;
- l. Review responses to Data Practices requests;
- m. All other *routine* legal services except those pertaining to:
 - i. Litigation, administrative proceedings, eminent domain, and special assessment appeals;
 - ii. Review and drafting of subdivision and land development contracts;
 - iii. Approval of improvement bonds/proceedings and other authorized bond issues;
 - iv. Public utilities and telecommunication matters;
 - v. Matters involving the imposition of employee discipline, employment litigation and participating in labor negotiations;
 - vi. Economic development and redevelopment services such as negotiation and preparation of subdivision and related agreements, tax increment financing, and other public finance mechanisms;
 - vii. Attendance at meetings of separate boards and commissions of the City including, but not limited to Economic Development Authority, Planning Commission, and Charter Commission, except as provided in Section 2.03 (a) above;
 - viii. Real estate matters and actions, including, but not limited to, representation of the City in real estate sales and purchases, drafting of easements,

purchase agreements, lease agreements, license agreements, and other real estate documents, and representation of the City in real estate actions (i.e. quiet title actions, registration proceedings, and proceedings subsequent (both bringing on behalf of the City and defending the City's interests));

- ix. Recodification;
- x. Non-routine Ordinance drafting which involves drafting, revising, researching or meeting with any public committees for creation of code or ordinances not previously in existence for the City; and
- xi. Any other services not identified in this Agreement.

City Attorney will notify City Administrator in instances when municipal contracts, joint powers agreements, bidding documents, equipment purchases and lease documents, project plans and specifications and the like are not routine in nature.

As an aid to the interpretation of the services to be covered by this Agreement, the following definitions shall apply:

“Administrative proceedings” means services directly related and preparatory to representing the City or its agencies before a federal, state or regional administrative agency.

“Eminent domain” means services performed directly related and preparatory to the commencement of an action of eminent domain by or against the City or its agencies.

“Litigation” means services performed by the City Attorney: (a) in response to a claim filed against the City or an action commenced against the City, its agencies, or its officers, agents or employees; (b) in response to administrative proceedings; and (c) appearances on behalf of the City or its agencies before state or federal courts, boards, or commissions.

“Routine” means matters usual and customarily undertaken by a city attorney in the discharge of office.

2.04. *Compensation for Legal Services.* For legal services, except as provided in Section 2.08, the City agrees to compensate the City Attorney at the following hourly rates for services indicated below:

- a. For all attorneys in general municipal matters as set forth in Section 2.03 (except Section 2.03(m)) pursuant to a monthly retainer in the amount of \$6,400 for year one and \$6720 for year two of this Agreement.
- b. For all attorneys for matters set forth in Section 2.03 (m) as follows:
 - i. For all Shareholder attorneys in non-retainer matters in year one:
\$195/hr.
For all Shareholder attorneys in non-retainer matters in year two:
\$200/hr.
 - ii. For all associate attorneys in non-retainer matters:

\$180/hr.

For all associate attorneys in non-retainer matters in year two:

\$185/hr.

- iii. For all law clerks for work not covered by the retainer set forth in Section 2.04(a) for year one and year two:
\$115/hr.
- iv. For all paralegals for work not covered by the retainer set forth in Section 2.04(a) for year one:
\$130/hr.
For all paralegals for work not covered by the retainer set forth in Section 2.04(a) for year two:
\$135/hr.
- iv. For all attorneys in matters in which costs are passed through to a developer and tax increment matters for year one and year two:
\$260/hr.
- vi. Bond counsel services as set forth in Section 2.08.

2.05. *Compensation for Expenses.* The City will compensate the City Attorney for the following actual and necessary expenses incurred by the City Attorney on behalf of the City:

The City Attorney will bill its out-of-pocket costs for such things as postage, mileage, photocopying, filing fees, recording fees, and similar items.

Photocopying:	\$.10 per page
Color copies	\$.10 per page
Mileage,	
other than one in-person meeting a month:	IRS reimbursement rate
Other charges such as:	Actual cost charged
Messenger service	
Postage	
Filing fees	
Recording fees	

The City Attorney’s monthly billing statements will provide detail for all fees and costs.

2.06. *Billing Statements.* Billings by the City Attorney to the City for services will be on a monthly basis, except as may otherwise be agreed upon by the parties. The billing statement shall be of sufficient detail to adequately inform the City concerning the tasks performed, the attorney or staff performing them, the time spent on each task and the nature and extent of costs and disbursements. The statement shall also contain a summary that shows the total time spent for each category and the total fees, charges and disbursements for each category.

2.07. *Term of Agreement.* The term of this Agreement shall be for two years (“term”) with

the first year starting on January 1, 2025 and ending December 31, 2025 (“year one”) and with the second year starting on January 1, 2026 and ending on December 31, 2026 (“year two”).

2.08. *Bond Counsel Services.* Bond counsel services are not part of this Agreement but may be made such by mutual agreement of the parties. In the event such services are desired by the City, fees for these services will be those usual and customarily charged by the firm of Kennedy & Graven, Chartered.

2.09. *Primary Legal Counsel.* It is the intention of the parties and it is hereby agreed by the City Attorney, that the term “primary legal counsel” as used herein means and refers to Pamela J.F. Whitmore who will, except in the case of extraordinary circumstances involving disability, unavoidable conflict or other good and substantial reasons, perform, supervise and be responsible to the City for the legal services to be provided.

2.10. *Entire Agreement.* This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the City Attorney and supersedes any other written or oral agreements between the City and the City Attorney. This Agreement can only be modified in writing signed by the City and the City Attorney.

2.11. *Termination.* This Agreement may be terminated by the City at any time or by the City Attorney upon 90 days’ written notice.

2.12. *Conflict of Interest.* The City Attorney shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict, the City Attorney, with the consent of the City, shall arrange for suitable alternative legal representation. It is the intent of the City Attorney to refrain from handling legal matters for any other person or entity that may pose a conflict of interest.

2.13. *Agreement Not Assignable.* Except as provided in Paragraph 2.12 of this Agreement relating to conflicts of interest, the rights and obligations created by this Agreement may not be assigned by either party.

2.14. *Agreement Not Exclusive.* The City retains the right to hire other legal representation for specific legal matters.

2.15. *Independent Contractor Status.* All services provided by the City Attorney pursuant to this Agreement shall be provided by the City Attorney as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers’ compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

2.16. *Work Products.* All records, information, materials and other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City.

2.17. *Insurance.* The City Attorney shall maintain professional liability (malpractice)

insurance in the minimum amount of \$1,500,000.

2.18. *Data Practices Act Compliance.* Data provided to the City Attorney under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

2.19. *Choices 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 all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

CITY OF NAME

By: _____

Its: Mayor

By: _____

Its: City Clerk

KENNEDY & GRAVEN, CHARTERED

By: /s/Pamela Whitmore

City Attorney

AGREEMENT FOR PROSECUTION SERVICES

This Agreement for Prosecution Services (“**Agreement**”) is entered into by and between the CITY OF MARSHALL, a Minnesota municipal corporation, (“**City**”) and the law firm of QUARNSTROM & DOERING, P.A. (“**Law Firm**”) effective as of the 1st day of January 2025. In consideration of the mutual promises and conditions contained in this Agreement, the City and the Law Firm agree as follows:

1. **Appointment.** The City appoints the firm of Quarnstrom, & Doering, P.A. to serve as the City’s prosecutor, with Matthew B. Gross being assigned the chief prosecutor.
2. **Term and Termination.** This Agreement shall be effective from January 1, 2025 to December 31, 2026. During the term of this Agreement, either party may terminate this Agreement upon 60 days’ written notice to the other party. This Agreement supersedes and replaces any prior agreements for prosecution services between the parties, which shall be deemed terminated effective as of December 31, 2024. The City remains responsible for paying for services provided under the prior agreement through the date of termination.
3. **Prosecution Services.** The Law Firm agrees to serve as the City’s prosecutor and to perform all services associated with that position including, but not limited to, the following:
 - (a) Prosecute petty misdemeanors, misdemeanors, gross misdemeanor DWIs, and gross misdemeanor traffic violations for the City.
 - (b) Meeting with officers, answer questions, draft complaints, facilitate settlement offers, communicate with defense attorneys, attend Court hearings, and try cases as needed.
 - (c) All appellate work related to criminal cases.
 - (d) Criminal prosecution of City Code violations upon request.
4. **Forfeiture Matters.** Pursuant to statute, the prosecutor represents the City on forfeiture matters, including vehicle forfeiture and personal property forfeitures. The Law Firm shall receive payment at rate of \$200 an hour, billed in no more than 15-minute increments, for representation of the City on various forfeiture matters resulting from criminal prosecutions.
5. **Compensation.** The City agrees to pay the Law Firm for all prosecution services it provides in accordance with the following.
 - (a) Retainer. For the calendar year of 2025, the City shall pay the Law Firm a monthly retainer fee of \$6,666.67. For the calendar year of 2026, the City shall pay the Law Firm a monthly retainer fee of \$6,800.00. All prosecution services provided by the Law Firm, including its paralegals and other staff, shall be considered as being within the monthly retainer amount. The City shall not be responsible for paying any amounts beyond the monthly retainer amount, except for approved expenses and the hourly rate for forfeiture matters as provided herein.

- (b) Expenses. The City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of prosecution services under this Agreement. These costs and expenses include, but are not limited to, courier and delivery charges, witness fees, service of process fees, and costs imposed by a court related to providing prosecution services, online legal research services, postage, document recording fees, and other actual costs of a similar nature. The Law Firm will not charge expenses for mileage.

6. **Billing.**

- (a) Billing Statements. The Law Firm will submit to the City a monthly billing statement for the monthly retainer amount. The statement will include a descriptor for each expense item billed to the City.
- (b) Billing Cycle. The Law Firm will bill monthly for legal services. Generally, bills will go out approximately 20-30 days after the end of the prior month and the City agrees to process and pay them in accordance with its usually invoice payment procedures.
- (c) Disputes. In the event that the City disputes any aspect of the Law Firm's invoice, the appropriate City representative will contact Matthew B. Gross at the Law Firm stating the nature of the dispute. The parties agree to work in good faith to resolve any such disputes.

7. **Insurance**. The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate. The Law Firm shall provide a current Certificate of Insurance to the City upon request.

8. **Attorney/Client Privilege**. The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception of such information.

9. **Conflict of Interest**. The Law Firm will notify the City as soon as practicable if the Law Firm represents an opposing party to the City in a legal matter.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

CITY OF MARSHALL, MINNESOTA

By _____
Robert Byrnes
Its Mayor

By _____
Steven Anderson
Its City Clerk

Date: _____

QUARNSTROM & DOERING, P.A.

By _____
Matthew B. Gross, Attorney

Date: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Approval of the 5 Year Capital Improvement Plan (CIP)
Background Information:	<p>Attached is the 5-year (2025 – 2029) 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

Projects by Funding Source

As of 11-21-2024

Funding Source / Project	2025	2026	2027	2028	2029
41110 - GENERAL FUND					
AP-013 - Exhibit A Property Map Update (FAA required)	-	750.00	-	-	-
AP-014 - Update Wildlife Management Plan	-	500.00	-	-	-
AP-032 - Extend Runway 2/20 & Taxiway-Environmental/Planning	-	-	-	-	15,000.00
AP-047 - Airport East Directional & Address Signage	-	15,000.00	-	-	-
AP-062 - Obtain FAA Cat. 2 or 4 Part 139 Certificate	-	-	-	-	60,000.00
AP-075 - Maintenance Shop roof re-tin	25,000.00	-	-	-	-
FI-001 - Card Reader (equipment storage building)	-	25,000.00	-	-	-
PK-025 - Inclusive Playground	-	15,000.00	15,000.00	-	-
PK-036 - Liberty Park Irrigation-Phase 1	-	13,000.00	-	-	-
PK-037 - Liberty Park Irrigation-Phase 2	-	-	8,000.00	-	-
41110 - GENERAL FUND Total	25,000.00	69,250.00	23,000.00	-	75,000.00
41115 - BONDING-LEVY					
AP-002 - Acquisition of Property-Helena Chemical	-	468,250.00	-	-	-
AP-007 - Bituminous Crack Fill & Seal-Runway/Taxiway	-	15,000.00	-	-	-
AP-010 - Acquisition of Property-Gas Facility	-	-	7,500.00	-	-
AP-011 - Apron Reconstruction-WPA Hangar Area	187,500.00	-	-	-	-
AP-012 - Rehabilitate Terminal Parking Lot & Entrance Roads-Phase 1	-	-	75,000.00	-	-
AP-015 - New Corporate Hangar-Design/Site/Foundation	-	-	150,000.00	-	-
AP-016 - New Corporate Hangar-Construction	-	-	-	600,000.00	-
AP-017 - Rehabilitate Terminal Parking Lot & Entrance Roads-Phase 2	-	-	-	90,000.00	-
AP-018 - Perimeter Fencing-Phase 1	-	-	-	7,500.00	-
AP-019 - T-Hangar Building-East Airpark	-	-	-	-	300,000.00
AP-020 - WPA Hangar Rehabilitation	-	-	-	150,000.00	-
AP-021 - Apron Concrete Joint Sealing	-	-	-	-	30,000.00
AP-022 - Reb Baron Hangar HVAC Replacement	-	-	-	-	15,000.00
AP-023 - Taxiway Crack Fill and Seal Coat	-	-	-	-	-
AP-024 - Runway 12/30 Crack Fill and Seal Coat	-	-	-	-	-
AP-026 - Madrid Circle - Mill/Overlay	-	-	-	-	-
AP-033 - Extend Runway 2/20 & Taxiway -Land Acquisition	-	-	-	-	-
AP-034 - Extend Runway 2/20 & Taxiway -Design Engineering	-	-	-	-	-
AP-035 - Extend Runway 2/20 & Taxiway-Construction	-	-	-	-	-
AP-039 - Parking Lot Paving-East Airpark	-	-	-	67,500.00	-
AP-043 - Relocate AWOS	-	-	-	-	-
AP-051 - Self-Propelled Runway Snowblower (1983)	-	22,500.00	-	-	-
AP-052 - T-Hangar Site Prep & Taxilane-East Airpark	-	-	-	-	85,000.00
AP-058 - Snoblower Attachment for loader	-	-	75,000.00	-	-
AP-059 - Re-mark Runways-Magnetic Declination Change	-	-	7,500.00	-	-
AP-063 - Dual Use Fire/ARFF Facility-Design & Site Prep	-	-	-	285,000.00	-
AP-064 - Dual Use Fire/ARFF Facility-Construction	-	-	-	-	1,500,000.00
AP-065 - Rehabilitate Runway 12/30-Mill & Overlay	-	-	100,000.00	-	-
AP-066 - Rehabilitate/Strengthen Ex. Runway 2/20	-	-	-	-	-
AP-070 - Fuel Farm Relocation/Replacement	240,000.00	-	-	-	-
AP-071 - Taxi Lane E & Apron Pavement Rehabilitation	-	240,000.00	-	-	-
AP-072 - Rehabilitate Taxiway A-Mill & Overlay	-	-	60,000.00	-	-
3 - Rehabilitate Taxiway B-Mill & Overlay	-	-	-	30,000.00	-

Funding Source / Project	2025	2026	2027	2028	2029
AP-074 - Perimeter Fencing-Phase 2	-	-	-	-	-
FI-002 - Fire Dept Small Parking Lot Reconstruction	-	27,840.00	-	-	-
FI-040 - Aerial Truck	1,298,688.00	-	-	-	-
LF2 - Legion Field -Phase 2	490,000.00	-	-	-	-
PK-004 - Independence Park Back Restroom	140,000.00	-	-	-	-
PK-005 - Channel Parkway Restroom	-	-	-	75,000.00	-
PK-007 - Victory Park Restroom	-	-	150,000.00	-	-
PK-016 - Justice Park Walk Bridge	-	-	200,000.00	-	-
PK-023 - Legion Field Trail Replacement	-	-	-	125,000.00	-
PK-027 - Pickleball Courts	-	-	100,000.00	100,000.00	-
PK-028 - Independence Park - Main Playground	-	-	-	200,000.00	-
PK-029 - Convert old pool building to storage	-	-	100,000.00	-	-
PK-030 - Justice Park Playground	-	-	-	-	150,000.00
PK-032 - Parks Maintenance & Storage Building	-	-	-	400,000.00	-
PK-033 - Channel Parkway Playground-irrigation	-	140,000.00	-	-	-
PK-052 - Liberty Park Bandshell	150,000.00	-	-	-	-
PK-063 - Patriot Park Parking Lot	-	175,000.00	-	-	-
PK-090 - Amateur Sports Complex Lighting	-	395,000.00	-	-	-
RBA-003 - Condensor	-	-	-	200,000.00	-
ST-011 - Cheryl Avenue Reconstruction-Eatros Addition 1	-	-	434,377.00	-	-
ST-012B - S Hill St/S Minnesota St/Charles Ave-phase 2	624,231.00	-	-	-	-
ST-013 - Marlene/Paul/Parkview Dr Reconstruction	-	-	-	-	-
ST-016 - Brian St/G St Reconstruction	-	695,166.00	-	-	-
ST-017 - Hackberry Dr Reconstruction	-	-	-	-	-
ST-018 - F St / H St Reconstructions	-	-	798,974.00	-	-
ST-019 - Donita Ave/Thomas Ave Reconstruction-Eastros Addition 2	-	-	-	-	-
ST-020 - S 5th St (Saratoga-Main) Reconstruction	-	94,453.00	-	-	-
ST-026 - N. Hill St (College to Willow) Reconstruction	-	-	140,000.00	-	-
ST-027 - Elain Ave/Kathryn Ave/Alan Ave-Eastros Addition 3	-	-	-	-	-
ST-028 - S Hill St/Central/Roosevelt/Lincoln	-	-	-	-	-
ST-030 - Madrid Street Bridge Rail Repair	-	-	-	-	-
ST-035 - Lawrence St/Deschepper/Maple St Reconstrction	-	-	-	828,524.00	-
ST-036 - E Street Reconstruction	-	-	-	245,851.00	-
ST-037 - N High St (E College Dr. to 4th St) Reconstrcuton	-	-	-	-	548,720.00
ST-038 - Hudson (Boxelder to 5th St)	-	-	-	-	360,904.00
ST-039 - Whitney Lot Reconstruction (Adult Comm. Center area)	-	375,000.00	-	-	-
ST-040 - Wetherbee Lot Reconstruction	-	-	-	500,000.00	-
ST-041 - Whitney Lot Reconstruction (remaining area)	-	-	-	-	-
41115 - BONDING-LEVY Total	3,130,419.00	2,648,209.00	2,398,351.00	3,904,375.00	2,989,624.00
41120 - BONDING-SPECIAL ASSESSEMENTS					
ST-011 - Cheryl Avenue Reconstruction-Eatros Addition 1	-	-	218,400.00	-	-
ST-012B - S Hill St/S Minnesota St/Charles Ave-phase 2	133,400.00	-	-	-	-
ST-013 - Marlene/Paul/Parkview Dr Reconstruction	-	-	-	-	-
ST-014 - S 4th/Country Club Intersection Reconfiguration	-	-	183,497.00	-	-
ST-016 - Brian St/G St Reconstruction	-	228,000.00	-	-	-
ST-017 - Hackberry Dr Reconstruction	-	-	-	-	-
ST-018 - F St / H St Reconstructions	-	-	198,000.00	-	-
ST-019 - Donita Ave/Thomas Ave Reconstruction-Eastros Addition 2	-	-	-	-	-
ST-020 - S 5th St (Saratoga-Main) Reconstruction	-	105,627.00	-	-	-

Item 24.

Funding Source / Project	2025	2026	2027	2028	2029
ST-026 - N. Hill St (College to Willow) Reconstruction	-	-	50,000.00	-	-
ST-027 - Elain Ave/Kathryn Ave/Alan Ave-Eatros Addition 3	-	-	-	-	-
ST-028 - S Hill St/Central/Roosevelt/Lincoln	-	-	-	-	-
ST-029 - E St. Reconstruction	-	-	-	-	-
ST-033 - Market Street Reconstruction	-	-	-	-	-
ST-035 - Lawrence St/Deschepper/Maple St Reconstrction	-	-	-	1,242,786.00	-
ST-036 - E Street Reconstruction	-	-	-	280,800.00	-
ST-037 - N High St (E College Dr. to 4th St) Reconstrction	-	-	-	-	138,000.00
ST-038 - Hudson (Boxelder to 5th St)	-	-	-	-	120,000.00
41120 - BONDING-SPECIAL ASSESSEMENTS Total	133,400.00	333,627.00	649,897.00	1,523,586.00	258,000.00
41125 - FEDERAL					
AP-010 - Acquisition of Property-Gas Facility	-	-	135,000.00	-	-
AP-011 - Apron Reconstruction-WPA Hangar Area	135,000.00	-	-	-	-
AP-013 - Exhibit A Property Map Update (FAA required)	-	28,500.00	-	-	-
AP-014 - Update Wildlife Management Plan	-	19,000.00	-	-	-
AP-018 - Perimeter Fencing-Phase 1	-	-	-	135,000.00	-
AP-023 - Taxiway Crack Fill and Seal Coat	-	-	-	-	-
AP-024 - Runway 12/30 Crack Fill and Seal Coat	-	-	-	-	-
AP-032 - Extend Runway 2/20 & Taxiway-Environmental/Planning	-	-	-	-	135,000.00
AP-033 - Extend Runway 2/20 & Taxiway -Land Acquisition	-	-	-	-	-
AP-034 - Extend Runway 2/20 & Taxiway -Design Engineering	-	-	-	-	-
AP-035 - Extend Runway 2/20 & Taxiway-Construction	-	-	-	-	-
AP-051 - Self-Propelled Runway Snowbower (1983)	-	855,000.00	-	-	-
AP-052 - T-Hangar Site Prep & Taxilane-East Airpark	-	-	-	-	90,000.00
AP-059 - Re-mark Runways-Magnetic Declination Change	-	-	135,000.00	-	-
AP-063 - Dual Use Fire/ARFF Facility-Design & Site Prep	-	-	-	114,000.00	-
AP-064 - Dual Use Fire/ARFF Facility-Construction	-	-	-	-	600,000.00
AP-065 - Rehabilitate Runway 12/30-Mill & Overlay	-	-	1,800,000.00	-	-
AP-066 - Rehabilitate/Strengthen Ex. Runway 2/20	-	-	-	-	-
AP-072 - Rehabilitate Taxiway A-Mill & Overlay	-	-	1,080,000.00	-	-
AP-073 - Rehabilitate Taxiway B-Mill & Overlay	-	-	-	540,000.00	-
FI-040 - Aerial Truck	172,150.00	-	-	-	-
41125 - FEDERAL Total	307,150.00	902,500.00	3,150,000.00	789,000.00	825,000.00
41130 - STATE					
AP-002 - Acquisition of Property-Helena Chemical	-	106,750.00	-	-	-
AP-007 - Bituminous Crack Fill & Seal-Runway/Taxiway	-	35,000.00	-	-	-
AP-009 - 20' Rotary Mower	-	33,000.00	-	-	-
AP-010 - Acquisition of Property-Gas Facility	-	-	7,500.00	-	-
AP-011 - Apron Reconstruction-WPA Hangar Area	427,500.00	-	-	-	-
AP-012 - Rehabilitate Terminal Parking Lot & Entrance Roads-Phase 1	-	-	175,000.00	-	-
AP-013 - Exhibit A Property Map Update (FAA required)	-	750.00	-	-	-
AP-014 - Update Wildlife Management Plan	-	500.00	-	-	-
AP-015 - New Corporate Hangar-Design/Site/Foundation	-	-	350,000.00	-	-
AP-016 - New Corporate Hangar-Construction	-	-	-	1,400,000.00	-
AP-017 - Rehabilitate Terminal Parking Lot & Entrance Roads-Phase 2	-	-	-	210,000.00	-
AP-018 - Perimeter Fencing-Phase 1	-	-	-	7,500.00	-
AP-019 - T-Hangar Building-East Airpark	-	-	-	-	1,200,000.00
AP-020 - WPA Hangar Rehabilitation	-	-	-	350,000.00	-

Item 24.

Funding Source / Project	2025	2026	2027	2028	2029
AP-021 - Apron Concrete Joint Sealing	-	-	-	-	70,000.00
AP-022 - Reb Baron Hangar HVAC Replacement	-	-	-	-	35,000.00
AP-023 - Taxiway Crack Fill and Seal Coat	-	-	-	-	-
AP-024 - Runway 12/30 Crack Fill and Seal Coat	-	-	-	-	-
AP-026 - Madrid Circle - Mill/Overlay	-	-	-	-	-
AP-033 - Extend Runway 2/20 & Taxiway -Land Acquisition	-	-	-	-	-
AP-034 - Extend Runway 2/20 & Taxiway -Design Engineering	-	-	-	-	-
AP-035 - Extend Runway 2/20 & Taxiway-Construction	-	-	-	-	-
AP-039 - Parking Lot Paving-East Airpark	-	-	-	157,500.00	-
AP-043 - Relocate AWOS	-	-	-	-	-
AP-047 - Airport East Directional & Address Signage	-	35,000.00	-	-	-
AP-051 - Self-Propelled Runway Snowbower (1983)	-	22,500.00	-	-	-
AP-052 - T-Hangar Site Prep & Taxilane-East Airpark	-	-	-	-	325,000.00
AP-058 - Snoblower Attachment for loader	-	-	175,000.00	-	-
AP-059 - Re-mark Runways-Magnetic Declination Change	-	-	7,500.00	-	-
AP-063 - Dual Use Fire/ARFF Facility-Design & Site Prep	-	-	-	171,000.00	-
AP-064 - Dual Use Fire/ARFF Facility-Construction	-	-	-	-	900,000.00
AP-065 - Rehabilitate Runway 12/30-Mill & Overlay	-	-	100,000.00	-	-
AP-066 - Rehabilitate/Strengthen Ex. Runway 2/20	-	-	-	-	-
AP-070 - Fuel Farm Relocation/Replacement	560,000.00	-	-	-	-
AP-071 - Taxi Lane E & Apron Pavement Rehabilitation	-	560,000.00	-	-	-
AP-072 - Rehabilitate Taxiway A-Mill & Overlay	-	-	60,000.00	-	-
AP-073 - Rehabilitate Taxiway B-Mill & Overlay	-	-	-	30,000.00	-
AP-074 - Perimeter Fencing-Phase 2	-	-	-	-	-
MC-011 - Confined Space Training	-	-	200,000.00	-	-
MC-016 - Confined Space Prop Improvement	-	-	300,000.00	-	-
MC-017 - Gun Firing Range	2,000,000.00	-	-	-	-
PK-011 - C St/Southview Trail	611,525.00	-	-	-	-
PK-012 - E. Lyon Street Trail Project	-	605,276.00	-	-	-
PK-024 - YMCA	-	5,000,000.00	-	-	-
PK-026 - Soccer Fields	-	-	2,600,000.00	-	-
PK-052 - Liberty Park Bandshell	950,000.00	-	-	-	-
ST-015 - MnDOT TH19/College Dr Reconstruction-City cost portion	2,965,620.00	-	-	-	-
SWM-003 - Legion Field Road Stormwater Study-Phase 3	867,000.00	-	-	-	-
41130 - STATE Total	8,381,645.00	6,398,776.00	3,975,000.00	2,326,000.00	2,530,000.00
41135 - MUNICIPAL STATE AID (MSAS)					
PK-011 - C St/Southview Trail	97,844.00	-	-	-	-
PK-012 - E. Lyon Street Trail Project	-	138,124.00	-	-	-
ST-014 - S 4th/Country Club Intersection Reconfiguration	-	-	2,090,779.00	-	-
ST-015 - MnDOT TH19/College Dr Reconstruction-City cost portion	295,018.00	-	-	-	-
ST-025 - 4th Street Fencing replacement	15,000.00	-	-	-	-
ST-029 - E St. Reconstruction	-	-	-	-	-
41135 - MUNICIPAL STATE AID (MSAS) Total	407,862.00	138,124.00	2,090,779.00	-	-
41145 - CAPITAL EQUIPMENT					
AP-009 - 20' Rotary Mower	-	12,000.00	-	-	-
EN-019 - GPS (every 3 years)	-	30,000.00	-	-	32,000.00
FI-012 - Rescue Airbags	-	20,000.00	-	-	-
7 - Epoxy Apparatus Floor of Fire Station	-	43,000.00	-	-	-

Funding Source / Project	2025	2026	2027	2028	2029
FI-019 - Refurbish Fire Station exhaust system	-	15,000.00	-	-	-
FI-043 - Fire Station exterior door	-	-	40,000.00	-	-
FI-050 - Utility Vehicle (2008 polaris ranger)	21,000.00	-	-	-	-
FI-051 - Refurbish Engine 364	-	50,000.00	75,000.00	-	-
FI-054 - Fire Chief Vehicle	-	100,000.00	-	-	-
PK-006 - Memorial Park Restroom	-	-	-	-	-
PK-008 - Lawn Mower-Annual Trade-In Program	5,000.00	5,500.00	5,500.00	5,500.00	6,000.00
PK-009 - Lawn Mower-Annual Trade-In Program	5,000.00	5,500.00	5,500.00	5,500.00	6,000.00
PK-010 - Amateur Sports Complex Restroom	-	-	-	-	-
PK-017 - Ball Pro Drag Machine	21,000.00	21,500.00	-	-	-
PK-022 - Striping Mower	32,500.00	-	-	-	-
PK-031 - 10'6" Sectional Snow Pusher	14,000.00	-	-	-	-
PK-088 - 60" Sweep Star	-	-	45,000.00	-	-
PL-060 - Police Package Unmarked Sedan	-	45,000.00	-	-	-
STA-007 - Linelazer Street Painting Machine	16,000.00	-	-	-	-
STA-008 - Multi-Directional snow pusher	18,200.00	-	-	-	-
STA-009 - John Deere mowers (2) - Trade-In Program	73,520.00	50,000.00	11,000.00	5,500.00	12,000.00
STA-011 - Asphalt Mill for front of skidloader	19,000.00	-	-	-	-
STA-021 - Motorgrader	100,000.00	80,000.00	80,000.00	80,000.00	-
STA-032 - Loader Backhoe (2007)	-	70,000.00	-	-	-
41145 - CAPITAL EQUIPMENT Total	325,220.00	547,500.00	262,000.00	96,500.00	56,000.00
41147 - TRADE-IN					
EN-019 - GPS (every 3 years)	-	5,000.00	-	-	5,000.00
PK-088 - 60" Sweep Star	-	-	5,000.00	-	-
STA-009 - John Deere mowers (2) - Trade-In Program	19,580.00	-	-	-	-
STA-011 - Asphalt Mill for front of skidloader	5,000.00	-	-	-	-
STA-021 - Motorgrader	-	-	-	60,000.00	-
STA-032 - Loader Backhoe (2007)	-	15,000.00	-	-	-
41147 - TRADE-IN Total	24,580.00	20,000.00	5,000.00	60,000.00	5,000.00
41150 - STREET IMPROVEMENTS					
ST-002 - Street Mill & Overlay (ADA)	650,000.00	650,000.00	675,000.00	675,000.00	675,000.00
41150 - STREET IMPROVEMENTS Total	650,000.00	650,000.00	675,000.00	675,000.00	675,000.00
41155 - WASTEWATER					
ST-011 - Cheryl Avenue Reconstruction-Eastros Addition 1	-	-	314,985.00	-	-
ST-012B - S Hill St/S Minnesota St/Charles Ave-phase 2	400,000.00	-	-	-	-
ST-013 - Marlene/Paul/Parkview Dr Reconstruction	-	-	-	-	-
ST-014 - S 4th/Country Club Intersection Reconfiguration	-	-	194,713.00	-	-
ST-015 - MnDOT TH19/College Dr Reconstruction-City cost portion	2,366,121.00	-	-	-	-
ST-016 - Brian St/G St Reconstruction	-	360,000.00	-	-	-
ST-017 - Hackberry Dr Reconstruction	-	-	-	-	-
ST-018 - F St / H St Reconstructions	-	-	362,355.00	-	-
ST-019 - Donita Ave/Thomas Ave Reconstruction-Eastros Addition 2	-	-	-	-	-
ST-020 - S 5th St (Saratoga-Main) Reconstruction	-	221,058.00	-	-	-
ST-027 - Elain Ave/Kathryn Ave/Alan Ave-Eastros Addition 3	-	-	-	-	-
ST-028 - S Hill St/Central/Roosevelt/Lincoln	-	-	-	-	-
ST-029 - E St. Reconstruction	-	-	-	-	-
3 - Market Street Reconstruction	-	-	-	-	-

Funding Source / Project	2025	2026	2027	2028	2029
ST-035 - Lawrence St/Deschepper/Maple St Reconstrction	-	-	-	404,296.00	-
ST-036 - E Street Reconstruction	-	-	-	461,865.00	-
ST-037 - N High St (E College Dr. to 4th St) Reconstrction	-	-	-	-	312,891.00
ST-038 - Hudson (Boxelder to 5th St)	-	-	-	-	300,057.00
WW-001 - College Dr Sanitary Sewer Lining	-	1,761,750.00	-	-	-
WW-009 - Pickup Truck	-	-	35,000.00	-	-
WW-010 - Facility Plan	-	100,000.00	-	-	-
WW-011 - Biological Nitrogen Removal system, Effluent Filters, Final Clarifier rehab	-	-	-	-	50,000,000.00
WW-031 - Administration Building Parking Lot	-	-	-	14,656.00	-
WW-046 - Main Lift Pump & Valve	-	500,000.00	-	-	-
WW-062 - Plant Shop/Operator's Office Parking Lot-Concrete	-	-	-	18,000.00	-
WW-064 - Grit Trap System	-	-	110,000.00	-	-
WW-065 - Additional Parkson Fine Screen to replace manual bar	-	-	200,000.00	-	-
WW-066 - 1997 IH Dump Truck 4900 (purchase from Street Dept)	-	-	10,000.00	-	-
WW-067 - Lift 4 Replacement	-	-	200,000.00	-	-
WW-068 - Lawn Mower-Annual Trade-In Program	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
WW-069 - F450 Crane Truck (2009)	-	-	125,000.00	-	-
41155 - WASTEWATER Total	2,768,121.00	2,944,808.00	1,554,053.00	900,817.00	50,614,948.00
41160 - SURFACE WATER					
FI-002 - Fire Dept Small Parking Lot Reconstruction	-	18,560.00	-	-	-
ST-011 - Cheryl Avenue Reconstruction-Eatros Addition 1	-	-	247,116.00	-	-
ST-012B - S Hill St/S Minnesota St/Charles Ave-phase 2	101,540.00	-	-	-	-
ST-013 - Marlene/Paul/Parkview Dr Reconstruction	-	-	-	-	-
ST-014 - S 4th/Country Club Intersection Reconfiguration	-	-	132,270.00	-	-
ST-015 - MnDOT TH19/College Dr Reconstruction-City cost portion	239,326.00	-	-	-	-
ST-016 - Brian St/G St Reconstruction	-	491,225.00	-	-	-
ST-017 - Hackberry Dr Reconstruction	-	-	-	-	-
ST-018 - F St / H St Reconstructions	-	-	166,255.00	-	-
ST-019 - Donita Ave/Thomas Ave Reconstruction-Eastros Addition 2	-	-	-	-	-
ST-020 - S 5th St (Saratoga-Main) Reconstruction	-	88,044.00	-	-	-
ST-027 - Elain Ave/Kathryn Ave/Alan Ave-Eatros Addition 3	-	-	-	-	-
ST-028 - S Hill St/Central/Roosevelt/Lincoln	-	-	-	-	-
ST-029 - E St. Reconstruction	-	-	-	-	-
ST-033 - Market Street Reconstruction	-	-	-	-	-
ST-035 - Lawrence St/Deschepper/Maple St Reconstrction	-	-	-	229,112.00	-
ST-036 - E Street Reconstruction	-	-	-	150,522.00	-
ST-037 - N High St (E College Dr. to 4th St) Reconstrction	-	-	-	-	139,030.00
ST-038 - Hudson (Boxelder to 5th St)	-	-	-	-	322,250.00
SWM-003 - Legion Field Road Stormwater Study-Phase 3	533,000.00	-	-	-	-
SWM-004 - Bladholm Street River Stabilization	-	-	-	-	319,000.00
SWM-005 - North High River Stabilization	-	-	-	-	-
SWM-006 - Diversion Channel Maintenance	-	-	-	-	200,000.00
SWM-010 - Triangle Pond Improvements	-	-	-	-	-
41160 - SURFACE WATER Total	873,866.00	597,829.00	545,641.00	379,634.00	980,280.00
41165 - MMU					
ST-011 - Cheryl Avenue Reconstruction-Eatros Addition 1	-	-	442,135.00	-	-
ST-012B - S Hill St/S Minnesota St/Charles Ave-phase 2	351,439.00	-	-	-	-
3 - Marlene/Paul/Parkview Dr Reconstruction	-	-	-	-	-

Funding Source / Project	2025	2026	2027	2028	2029
ST-014 - S 4th/Country Club Intersection Reconfiguration	-	-	201,234.00	-	-
ST-015 - MnDOT TH19/College Dr Reconstruction-City cost portion	2,612,450.00	-	-	-	-
ST-016 - Brian St/G St Reconstruction	-	422,970.00	-	-	-
ST-017 - Hackberry Dr Reconstruction	-	-	-	-	-
ST-018 - F St / H St Reconstructions	-	-	336,537.00	-	-
ST-019 - Donita Ave/Thomas Ave Reconstruction-Eastros Addition 2	-	-	-	-	-
ST-020 - S 5th St (Saratoga-Main) Reconstruction	-	225,419.00	-	-	-
ST-027 - Elain Ave/Kathryn Ave/Alan Ave-Eatros Addition 3	-	-	-	-	-
ST-028 - S Hill St/Central/Roosevelt/Lincoln	-	-	-	-	-
ST-029 - E St. Reconstruction	-	-	-	-	-
ST-033 - Market Street Reconstruction	-	-	-	-	-
ST-035 - Lawrence St/Deschepper/Maple St Reconstruction	-	-	-	1,102,971.00	-
ST-036 - E Street Reconstruction	-	-	-	444,992.00	-
ST-037 - N High St (E College Dr. to 4th St) Reconstrcutio	-	-	-	-	415,585.00
ST-038 - Hudson (Boxelder to 5th St)	-	-	-	-	365,740.00
41165 - MMU Total	2,963,889.00	648,389.00	979,906.00	1,547,963.00	781,325.00
41170 - RED BARON ARENA					
RBA-004 - Rubber Flooring	-	-	20,000.00	-	-
41170 - RED BARON ARENA Total	-	-	20,000.00	-	-
Grand Total	19,991,152.00	15,899,012.00	16,328,627.00	12,202,875.00	59,790,177.00

Project and Funding Source by Department

As of 11-21-2024

Department / Project / Funding Source	2025	2026	2027	2028	2029
42100 - POLICE ADMINISTRATION					
PL-060 - Police Package Unmarked Sedan					
41145 - CAPITAL EQUIPMENT	-	45,000.00	-	-	-
PL-060 - Police Package Unmarked Sedan Total	-	45,000.00	-	-	-
42100 - POLICE ADMINISTRATION Total					
	-	45,000.00	-	-	-
42400 - FIRE SERVICES					
FI-001 - Card Reader (equipment storage building)					
41110 - GENERAL FUND	-	25,000.00	-	-	-
FI-001 - Card Reader (equipment storage building) Total	-	25,000.00	-	-	-
FI-002 - Fire Dept Small Parking Lot Reconstruction					
41115 - BONDING-LEVY	-	27,840.00	-	-	-
41160 - SURFACE WATER	-	18,560.00	-	-	-
FI-002 - Fire Dept Small Parking Lot Reconstruction Total	-	46,400.00	-	-	-
FI-012 - Rescue Airbags					
41145 - CAPITAL EQUIPMENT	-	20,000.00	-	-	-
FI-012 - Rescue Airbags Total	-	20,000.00	-	-	-
FI-017 - Epoxy Apparatus Floor of Fire Station					
41145 - CAPITAL EQUIPMENT	-	43,000.00	-	-	-
FI-017 - Epoxy Apparatus Floor of Fire Station Total	-	43,000.00	-	-	-
FI-019 - Refurbish Fire Station exhaust system					
41145 - CAPITAL EQUIPMENT	-	15,000.00	-	-	-
FI-019 - Refurbish Fire Station exhaust system Total	-	15,000.00	-	-	-
FI-040 - Aerial Truck					
41115 - BONDING-LEVY	1,298,688.00	-	-	-	-
41125 - FEDERAL	172,150.00	-	-	-	-
FI-040 - Aerial Truck Total	1,470,838.00	-	-	-	-
FI-043 - Fire Station exterior door					
41145 - CAPITAL EQUIPMENT	-	-	40,000.00	-	-
FI-043 - Fire Station exterior door Total	-	-	40,000.00	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
FI-050 - Utility Vehicle (2008 polaris ranger)					
41145 - CAPITAL EQUIPMENT	21,000.00	-	-	-	-
FI-050 - Utility Vehicle (2008 polaris ranger) Total	21,000.00	-	-	-	-
FI-051 - Refurbish Engine 364					
41145 - CAPITAL EQUIPMENT	-	50,000.00	75,000.00	-	-
FI-051 - Refurbish Engine 364 Total	-	50,000.00	75,000.00	-	-
FI-054 - Fire Chief Vehicle					
41145 - CAPITAL EQUIPMENT	-	100,000.00	-	-	-
FI-054 - Fire Chief Vehicle Total	-	100,000.00	-	-	-
42400 - FIRE SERVICES Total	1,491,838.00	299,400.00	115,000.00	-	-
42600 - MERIT OPERATIONS					
MC-011 - Confined Space Training					
41130 - STATE	-	-	200,000.00	-	-
MC-011 - Confined Space Training Total	-	-	200,000.00	-	-
MC-016 - Confined Space Prop Improvement					
41130 - STATE	-	-	300,000.00	-	-
MC-016 - Confined Space Prop Improvement Total	-	-	300,000.00	-	-
MC-017 - Gun Firing Range					
41130 - STATE	2,000,000.00	-	-	-	-
MC-017 - Gun Firing Range Total	2,000,000.00	-	-	-	-
42600 - MERIT OPERATIONS Total	2,000,000.00	-	500,000.00	-	-
43100 - ENGINEERING					
EN-019 - GPS (every 3 years)					
41145 - CAPITAL EQUIPMENT	-	30,000.00	-	-	32,000.00
41147 - TRADE-IN	-	5,000.00	-	-	5,000.00
EN-019 - GPS (every 3 years) Total	-	35,000.00	-	-	37,000.00
43100 - ENGINEERING Total	-	35,000.00	-	-	37,000.00
43300 - STREET ADMINISTRATION					
ST-002 - Street Mill & Overlay (ADA)					
41150 - STREET IMPROVEMENTS	650,000.00	650,000.00	675,000.00	675,000.00	675,000.00
ST-002 - Street Mill & Overlay (ADA) Total	650,000.00	650,000.00	675,000.00	675,000.00	675,000.00

Department / Project / Funding Source	2025	2026	2027	2028	2029
ST-011 - Cheryl Avenue Reconstruction-Eatros Addition 1					
41115 - BONDING-LEVY	-	-	434,377.00	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	218,400.00	-	-
41155 - WASTEWATER	-	-	314,985.00	-	-
41160 - SURFACE WATER	-	-	247,116.00	-	-
41165 - MMU	-	-	442,135.00	-	-
ST-011 - Cheryl Avenue Reconstruction-Eatros Addition 1 Total	-	-	1,657,013.00	-	-
ST-012B - S Hill St/S Minnesota St/Charles Ave-phase 2					
41115 - BONDING-LEVY	624,231.00	-	-	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	133,400.00	-	-	-	-
41155 - WASTEWATER	400,000.00	-	-	-	-
41160 - SURFACE WATER	101,540.00	-	-	-	-
41165 - MMU	351,439.00	-	-	-	-
ST-012B - S Hill St/S Minnesota St/Charles Ave-phase 2 Total	1,610,610.00	-	-	-	-
ST-013 - Marlene/Paul/Parkview Dr Reconstruction					
41115 - BONDING-LEVY	-	-	-	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	-
41155 - WASTEWATER	-	-	-	-	-
41160 - SURFACE WATER	-	-	-	-	-
41165 - MMU	-	-	-	-	-
ST-013 - Marlene/Paul/Parkview Dr Reconstruction Total	-	-	-	-	-
ST-014 - S 4th/Country Club Intersection Reconfiguration					
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	183,497.00	-	-
41135 - MUNICIPAL STATE AID (MSAS)	-	-	2,090,779.00	-	-
41155 - WASTEWATER	-	-	194,713.00	-	-
41160 - SURFACE WATER	-	-	132,270.00	-	-
41165 - MMU	-	-	201,234.00	-	-
ST-014 - S 4th/Country Club Intersection Reconfiguration Total	-	-	2,802,493.00	-	-
ST-015 - MnDOT TH19/College Dr Reconstruction-City cost portion					
41130 - STATE	2,965,620.00	-	-	-	-
41135 - MUNICIPAL STATE AID (MSAS)	295,018.00	-	-	-	-
41155 - WASTEWATER	2,366,121.00	-	-	-	-
41160 - SURFACE WATER	239,326.00	-	-	-	-
41165 - MMU	2,612,450.00	-	-	-	-
ST-015 - MnDOT TH19/College Dr Reconstruction-City cost portion Total	8,478,535.00	-	-	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
ST-016 - Brian St/G St Reconstruction					
41115 - BONDING-LEVY	-	695,166.00	-	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	228,000.00	-	-	-
41155 - WASTEWATER	-	360,000.00	-	-	-
41160 - SURFACE WATER	-	491,225.00	-	-	-
41165 - MMU	-	422,970.00	-	-	-
ST-016 - Brian St/G St Reconstruction Total	-	2,197,361.00	-	-	-
ST-017 - Hackberry Dr Reconstruction					
41115 - BONDING-LEVY	-	-	-	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	-
41155 - WASTEWATER	-	-	-	-	-
41160 - SURFACE WATER	-	-	-	-	-
41165 - MMU	-	-	-	-	-
ST-017 - Hackberry Dr Reconstruction Total	-	-	-	-	-
ST-018 - F St / H St Reconstructions					
41115 - BONDING-LEVY	-	-	798,974.00	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	198,000.00	-	-
41155 - WASTEWATER	-	-	362,355.00	-	-
41160 - SURFACE WATER	-	-	166,255.00	-	-
41165 - MMU	-	-	336,537.00	-	-
ST-018 - F St / H St Reconstructions Total	-	-	1,862,121.00	-	-
ST-019 - Donita Ave/Thomas Ave Reconstruction-Eastros Addition 2					
41115 - BONDING-LEVY	-	-	-	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	-
41155 - WASTEWATER	-	-	-	-	-
41160 - SURFACE WATER	-	-	-	-	-
41165 - MMU	-	-	-	-	-
ST-019 - Donita Ave/Thomas Ave Reconstruction-Eastros Addition 2 Total	-	-	-	-	-
ST-020 - S 5th St (Saratoga-Main) Reconstruction					
41115 - BONDING-LEVY	-	94,453.00	-	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	105,627.00	-	-	-
41155 - WASTEWATER	-	221,058.00	-	-	-
41160 - SURFACE WATER	-	88,044.00	-	-	-
41165 - MMU	-	225,419.00	-	-	-
ST-020 - S 5th St (Saratoga-Main) Reconstruction Total	-	734,601.00	-	-	-
ST-025 - 4th Street Fencing replacement					

Department / Project / Funding Source	2025	2026	2027	2028	2029
41135 - MUNICIPAL STATE AID (MSAS)	15,000.00	-	-	-	-
ST-025 - 4th Street Fencing replacement Total	15,000.00	-	-	-	-
ST-026 - N. Hill St (College to Willow) Reconstruction					
41115 - BONDING-LEVY	-	-	140,000.00	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	50,000.00	-	-
ST-026 - N. Hill St (College to Willow) Reconstruction Total	-	-	190,000.00	-	-
ST-027 - Elain Ave/Kathryn Ave/Alan Ave-Eatros Addition 3					
41115 - BONDING-LEVY	-	-	-	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	-
41155 - WASTEWATER	-	-	-	-	-
41160 - SURFACE WATER	-	-	-	-	-
41165 - MMU	-	-	-	-	-
ST-027 - Elain Ave/Kathryn Ave/Alan Ave-Eatros Addition 3 Total	-	-	-	-	-
ST-028 - S Hill St/Central/Roosevelt/Lincoln					
41115 - BONDING-LEVY	-	-	-	-	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	-
41155 - WASTEWATER	-	-	-	-	-
41160 - SURFACE WATER	-	-	-	-	-
41165 - MMU	-	-	-	-	-
ST-028 - S Hill St/Central/Roosevelt/Lincoln Total	-	-	-	-	-
ST-029 - E St. Reconstruction					
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	-
41135 - MUNICIPAL STATE AID (MSAS)	-	-	-	-	-
41155 - WASTEWATER	-	-	-	-	-
41160 - SURFACE WATER	-	-	-	-	-
41165 - MMU	-	-	-	-	-
ST-029 - E St. Reconstruction Total	-	-	-	-	-
ST-030 - Madrid Street Bridge Rail Repair					
41115 - BONDING-LEVY	-	-	-	-	-
ST-030 - Madrid Street Bridge Rail Repair Total	-	-	-	-	-
ST-033 - Market Street Reconstruction					
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	-
41155 - WASTEWATER	-	-	-	-	-
41160 - SURFACE WATER	-	-	-	-	-
41165 - MMU	-	-	-	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
ST-033 - Market Street Reconstruction Total	-	-	-	-	-
ST-035 - Lawrence St/Deschepper/Maple St Reconstrction					
41115 - BONDING-LEVY	-	-	-	828,524.00	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	1,242,786.00	-
41155 - WASTEWATER	-	-	-	404,296.00	-
41160 - SURFACE WATER	-	-	-	229,112.00	-
41165 - MMU	-	-	-	1,102,971.00	-
ST-035 - Lawrence St/Deschepper/Maple St Reconstrction Total	-	-	-	3,807,689.00	-
ST-036 - E Street Reconstruction					
41115 - BONDING-LEVY	-	-	-	245,851.00	-
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	280,800.00	-
41155 - WASTEWATER	-	-	-	461,865.00	-
41160 - SURFACE WATER	-	-	-	150,522.00	-
41165 - MMU	-	-	-	444,992.00	-
ST-036 - E Street Reconstruction Total	-	-	-	1,584,030.00	-
ST-037 - N High St (E College Dr. to 4th St) Reconstrction					
41115 - BONDING-LEVY	-	-	-	-	548,720.00
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	138,000.00
41155 - WASTEWATER	-	-	-	-	312,891.00
41160 - SURFACE WATER	-	-	-	-	139,030.00
41165 - MMU	-	-	-	-	415,585.00
ST-037 - N High St (E College Dr. to 4th St) Reconstrction Total	-	-	-	-	1,554,226.00
ST-038 - Hudson (Boxelder to 5th St)					
41115 - BONDING-LEVY	-	-	-	-	360,904.00
41120 - BONDING-SPECIAL ASSESSEMENTS	-	-	-	-	120,000.00
41155 - WASTEWATER	-	-	-	-	300,057.00
41160 - SURFACE WATER	-	-	-	-	322,250.00
41165 - MMU	-	-	-	-	365,740.00
ST-038 - Hudson (Boxelder to 5th St) Total	-	-	-	-	1,468,951.00
ST-039 - Whitney Lot Reconstruction (Adult Comm. Center area)					
41115 - BONDING-LEVY	-	375,000.00	-	-	-
ST-039 - Whitney Lot Reconstruction (Adult Comm. Center area) Total	-	375,000.00	-	-	-
ST-040 - Wetherbee Lot Reconstruction					
41115 - BONDING-LEVY	-	-	-	500,000.00	-
ST-040 - Wetherbee Lot Reconstruction Total	-	-	-	500,000.00	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
ST-041 - Whitney Lot Reconstruction (remaining area)					
41115 - BONDING-LEVY	-	-	-	-	-
ST-041 - Whitney Lot Reconstruction (remaining area) Total	-	-	-	-	-
STA-007 - Linelazer Street Painting Machine					
41145 - CAPITAL EQUIPMENT	16,000.00	-	-	-	-
STA-007 - Linelazer Street Painting Machine Total	16,000.00	-	-	-	-
STA-008 - Multi-Directional snow pusher					
41145 - CAPITAL EQUIPMENT	18,200.00	-	-	-	-
STA-008 - Multi-Directional snow pusher Total	18,200.00	-	-	-	-
STA-009 - John Deere mowers (2) - Trade-In Program					
41145 - CAPITAL EQUIPMENT	73,520.00	50,000.00	11,000.00	5,500.00	12,000.00
41147 - TRADE-IN	19,580.00	-	-	-	-
STA-009 - John Deere mowers (2) - Trade-In Program Total	93,100.00	50,000.00	11,000.00	5,500.00	12,000.00
STA-011 - Asphalt Mill for front of skidloader					
41145 - CAPITAL EQUIPMENT	19,000.00	-	-	-	-
41147 - TRADE-IN	5,000.00	-	-	-	-
STA-011 - Asphalt Mill for front of skidloader Total	24,000.00	-	-	-	-
STA-021 - Motorgrader					
41145 - CAPITAL EQUIPMENT	100,000.00	80,000.00	80,000.00	80,000.00	-
41147 - TRADE-IN	-	-	-	60,000.00	-
STA-021 - Motorgrader Total	100,000.00	80,000.00	80,000.00	140,000.00	-
STA-032 - Loader Backhoe (2007)					
41145 - CAPITAL EQUIPMENT	-	70,000.00	-	-	-
41147 - TRADE-IN	-	15,000.00	-	-	-
STA-032 - Loader Backhoe (2007) Total	-	85,000.00	-	-	-
43300 - STREET ADMINISTRATION Total	11,005,445.00	4,171,962.00	7,277,627.00	6,712,219.00	3,710,177.00
43400 - AIRPORT					
AP-002 - Acquisition of Property-Helena Chemical					
41115 - BONDING-LEVY	-	468,250.00	-	-	-
41130 - STATE	-	106,750.00	-	-	-
AP-002 - Acquisition of Property-Helena Chemical Total	-	575,000.00	-	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
AP-007 - Bituminous Crack Fill & Seal-Runway/Taxiway					
41115 - BONDING-LEVY	-	15,000.00	-	-	-
41130 - STATE	-	35,000.00	-	-	-
AP-007 - Bituminous Crack Fill & Seal-Runway/Taxiway Total	-	50,000.00	-	-	-
AP-009 - 20' Rotary Mower					
41130 - STATE	-	33,000.00	-	-	-
41145 - CAPITAL EQUIPMENT	-	12,000.00	-	-	-
AP-009 - 20' Rotary Mower Total	-	45,000.00	-	-	-
AP-010 - Acquisition of Property-Gas Facility					
41115 - BONDING-LEVY	-	-	7,500.00	-	-
41125 - FEDERAL	-	-	135,000.00	-	-
41130 - STATE	-	-	7,500.00	-	-
AP-010 - Acquisition of Property-Gas Facility Total	-	-	150,000.00	-	-
AP-011 - Apron Reconstruction-WPA Hangar Area					
41115 - BONDING-LEVY	187,500.00	-	-	-	-
41125 - FEDERAL	135,000.00	-	-	-	-
41130 - STATE	427,500.00	-	-	-	-
AP-011 - Apron Reconstruction-WPA Hangar Area Total	750,000.00	-	-	-	-
AP-012 - Rehabilitate Terminal Parking Lot & Entrance Roads-Phase 1					
41115 - BONDING-LEVY	-	-	75,000.00	-	-
41130 - STATE	-	-	175,000.00	-	-
AP-012 - Rehabilitate Terminal Parking Lot & Entrance Roads-Phase 1 Total	-	-	250,000.00	-	-
AP-013 - Exhibit A Property Map Update (FAA required)					
41110 - GENERAL FUND	-	750.00	-	-	-
41125 - FEDERAL	-	28,500.00	-	-	-
41130 - STATE	-	750.00	-	-	-
AP-013 - Exhibit A Property Map Update (FAA required) Total	-	30,000.00	-	-	-
AP-014 - Update Wildlife Management Plan					
41110 - GENERAL FUND	-	500.00	-	-	-
41125 - FEDERAL	-	19,000.00	-	-	-
41130 - STATE	-	500.00	-	-	-
AP-014 - Update Wildlife Management Plan Total	-	20,000.00	-	-	-
AP-015 - New Corporate Hangar-Design/Site/Foundation					
41115 - BONDING-LEVY	-	-	150,000.00	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
41130 - STATE	-	-	350,000.00	-	-
AP-015 - New Corporate Hangar-Design/Site/Foundation Total	-	-	500,000.00	-	-
AP-016 - New Corporate Hangar-Construction					
41115 - BONDING-LEVY	-	-	-	600,000.00	-
41130 - STATE	-	-	-	1,400,000.00	-
AP-016 - New Corporate Hangar-Construction Total	-	-	-	2,000,000.00	-
AP-017 - Rehabilitate Terminal Parking Lot & Entrance Roads-Phase 2					
41115 - BONDING-LEVY	-	-	-	90,000.00	-
41130 - STATE	-	-	-	210,000.00	-
AP-017 - Rehabilitate Terminal Parking Lot & Entrance Roads-Phase 2 Total	-	-	-	300,000.00	-
AP-018 - Perimeter Fencing-Phase 1					
41115 - BONDING-LEVY	-	-	-	7,500.00	-
41125 - FEDERAL	-	-	-	135,000.00	-
41130 - STATE	-	-	-	7,500.00	-
AP-018 - Perimeter Fencing-Phase 1 Total	-	-	-	150,000.00	-
AP-019 - T-Hangar Building-East Airpark					
41115 - BONDING-LEVY	-	-	-	-	300,000.00
41130 - STATE	-	-	-	-	1,200,000.00
AP-019 - T-Hangar Building-East Airpark Total	-	-	-	-	1,500,000.00
AP-020 - WPA Hangar Rehabilitation					
41115 - BONDING-LEVY	-	-	-	150,000.00	-
41130 - STATE	-	-	-	350,000.00	-
AP-020 - WPA Hangar Rehabilitation Total	-	-	-	500,000.00	-
AP-021 - Apron Concrete Joint Sealing					
41115 - BONDING-LEVY	-	-	-	-	30,000.00
41130 - STATE	-	-	-	-	70,000.00
AP-021 - Apron Concrete Joint Sealing Total	-	-	-	-	100,000.00
AP-022 - Reb Baron Hangar HVAC Replacement					
41115 - BONDING-LEVY	-	-	-	-	15,000.00
41130 - STATE	-	-	-	-	35,000.00
AP-022 - Reb Baron Hangar HVAC Replacement Total	-	-	-	-	50,000.00
AP-023 - Taxiway Crack Fill and Seal Coat					
41115 - BONDING-LEVY	-	-	-	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
41125 - FEDERAL	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-023 - Taxiway Crack Fill and Seal Coat Total	-	-	-	-	-
AP-024 - Runway 12/30 Crack Fill and Seal Coat					
41115 - BONDING-LEVY	-	-	-	-	-
41125 - FEDERAL	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-024 - Runway 12/30 Crack Fill and Seal Coat Total	-	-	-	-	-
AP-026 - Madrid Circle - Mill/Overlay					
41115 - BONDING-LEVY	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-026 - Madrid Circle - Mill/Overlay Total	-	-	-	-	-
AP-032 - Extend Runway 2/20 & Taxiway-Environmental/Planning					
41110 - GENERAL FUND	-	-	-	-	15,000.00
41125 - FEDERAL	-	-	-	-	135,000.00
AP-032 - Extend Runway 2/20 & Taxiway-Environmental/Planning Total	-	-	-	-	150,000.00
AP-033 - Extend Runway 2/20 & Taxiway -Land Acquisition					
41115 - BONDING-LEVY	-	-	-	-	-
41125 - FEDERAL	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-033 - Extend Runway 2/20 & Taxiway -Land Acquisition Total	-	-	-	-	-
AP-034 - Extend Runway 2/20 & Taxiway -Design Engineering					
41115 - BONDING-LEVY	-	-	-	-	-
41125 - FEDERAL	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-034 - Extend Runway 2/20 & Taxiway -Design Engineering Total	-	-	-	-	-
AP-035 - Extend Runway 2/20 & Taxiway-Construction					
41115 - BONDING-LEVY	-	-	-	-	-
41125 - FEDERAL	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-035 - Extend Runway 2/20 & Taxiway-Construction Total	-	-	-	-	-
AP-039 - Parking Lot Paving-East Airpark					
41115 - BONDING-LEVY	-	-	-	67,500.00	-
41130 - STATE	-	-	-	157,500.00	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
AP-039 - Parking Lot Paving-East Airpark Total	-	-	-	225,000.00	-
AP-043 - Relocate AWOS					
41115 - BONDING-LEVY	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-043 - Relocate AWOS Total	-	-	-	-	-
AP-047 - Airport East Directional & Address Signage					
41110 - GENERAL FUND	-	15,000.00	-	-	-
41130 - STATE	-	35,000.00	-	-	-
AP-047 - Airport East Directional & Address Signage Total	-	50,000.00	-	-	-
AP-051 - Self-Propelled Runway Snowbower (1983)					
41115 - BONDING-LEVY	-	22,500.00	-	-	-
41125 - FEDERAL	-	855,000.00	-	-	-
41130 - STATE	-	22,500.00	-	-	-
AP-051 - Self-Propelled Runway Snowbower (1983) Total	-	900,000.00	-	-	-
AP-052 - T-Hangar Site Prep & Taxilane-East Airpark					
41115 - BONDING-LEVY	-	-	-	-	85,000.00
41125 - FEDERAL	-	-	-	-	90,000.00
41130 - STATE	-	-	-	-	325,000.00
AP-052 - T-Hangar Site Prep & Taxilane-East Airpark Total	-	-	-	-	500,000.00
AP-058 - Snoblower Attachment for loader					
41115 - BONDING-LEVY	-	-	75,000.00	-	-
41130 - STATE	-	-	175,000.00	-	-
AP-058 - Snoblower Attachment for loader Total	-	-	250,000.00	-	-
AP-059 - Re-mark Runways-Magnetic Declination Change					
41115 - BONDING-LEVY	-	-	7,500.00	-	-
41125 - FEDERAL	-	-	135,000.00	-	-
41130 - STATE	-	-	7,500.00	-	-
AP-059 - Re-mark Runways-Magnetic Declination Change Total	-	-	150,000.00	-	-
AP-062 - Obtain FAA Cat. 2 or 4 Part 139 Certificate					
41110 - GENERAL FUND	-	-	-	-	60,000.00
AP-062 - Obtain FAA Cat. 2 or 4 Part 139 Certificate Total	-	-	-	-	60,000.00
AP-063 - Dual Use Fire/ARFF Facility-Design & Site Prep					
41115 - BONDING-LEVY	-	-	-	285,000.00	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
41125 - FEDERAL	-	-	-	114,000.00	-
41130 - STATE	-	-	-	171,000.00	-
AP-063 - Dual Use Fire/ARFF Facility-Design & Site Prep Total	-	-	-	570,000.00	-
AP-064 - Dual Use Fire/ARFF Facility-Construction					
41115 - BONDING-LEVY	-	-	-	-	1,500,000.00
41125 - FEDERAL	-	-	-	-	600,000.00
41130 - STATE	-	-	-	-	900,000.00
AP-064 - Dual Use Fire/ARFF Facility-Construction Total	-	-	-	-	3,000,000.00
AP-065 - Rehabilitate Runway 12/30-Mill & Overlay					
41115 - BONDING-LEVY	-	-	100,000.00	-	-
41125 - FEDERAL	-	-	1,800,000.00	-	-
41130 - STATE	-	-	100,000.00	-	-
AP-065 - Rehabilitate Runway 12/30-Mill & Overlay Total	-	-	2,000,000.00	-	-
AP-066 - Rehabilitate/Strengthen Ex. Runway 2/20					
41115 - BONDING-LEVY	-	-	-	-	-
41125 - FEDERAL	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-066 - Rehabilitate/Strengthen Ex. Runway 2/20 Total	-	-	-	-	-
AP-070 - Fuel Farm Relocation/Replacement					
41115 - BONDING-LEVY	240,000.00	-	-	-	-
41130 - STATE	560,000.00	-	-	-	-
AP-070 - Fuel Farm Relocation/Replacement Total	800,000.00	-	-	-	-
AP-071 - Taxi Lane E & Apron Pavement Rehabilitation					
41115 - BONDING-LEVY	-	240,000.00	-	-	-
41130 - STATE	-	560,000.00	-	-	-
AP-071 - Taxi Lane E & Apron Pavement Rehabilitation Total	-	800,000.00	-	-	-
AP-072 - Rehabilitate Taxiway A-Mill & Overlay					
41115 - BONDING-LEVY	-	-	60,000.00	-	-
41125 - FEDERAL	-	-	1,080,000.00	-	-
41130 - STATE	-	-	60,000.00	-	-
AP-072 - Rehabilitate Taxiway A-Mill & Overlay Total	-	-	1,200,000.00	-	-
AP-073 - Rehabilitate Taxiway B-Mill & Overlay					
41115 - BONDING-LEVY	-	-	-	30,000.00	-
41125 - FEDERAL	-	-	-	540,000.00	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
41130 - STATE	-	-	-	30,000.00	-
AP-073 - Rehabilitate Taxiway B-Mill & Overlay Total	-	-	-	600,000.00	-
AP-074 - Perimeter Fencing-Phase 2					
41115 - BONDING-LEVY	-	-	-	-	-
41130 - STATE	-	-	-	-	-
AP-074 - Perimeter Fencing-Phase 2 Total	-	-	-	-	-
AP-075 - Maintenance Shop roof re-tin					
41110 - GENERAL FUND	25,000.00	-	-	-	-
AP-075 - Maintenance Shop roof re-tin Total	25,000.00	-	-	-	-
43400 - AIRPORT Total	1,575,000.00	2,470,000.00	4,500,000.00	4,345,000.00	5,360,000.00
45200 - PARKS					
LF2 - Legion Field -Phase 2					
41115 - BONDING-LEVY	490,000.00	-	-	-	-
LF2 - Legion Field -Phase 2 Total	490,000.00	-	-	-	-
PK-004 - Independence Park Back Restroom					
41115 - BONDING-LEVY	140,000.00	-	-	-	-
PK-004 - Independence Park Back Restroom Total	140,000.00	-	-	-	-
PK-005 - Channel Parkway Restroom					
41115 - BONDING-LEVY	-	-	-	75,000.00	-
PK-005 - Channel Parkway Restroom Total	-	-	-	75,000.00	-
PK-006 - Memorial Park Restroom					
41145 - CAPITAL EQUIPMENT	-	-	-	-	-
PK-006 - Memorial Park Restroom Total	-	-	-	-	-
PK-007 - Victory Park Restroom					
41115 - BONDING-LEVY	-	-	150,000.00	-	-
PK-007 - Victory Park Restroom Total	-	-	150,000.00	-	-
PK-008 - Lawn Mower-Annual Trade-In Program					
41145 - CAPITAL EQUIPMENT	5,000.00	5,500.00	5,500.00	5,500.00	6,000.00
PK-008 - Lawn Mower-Annual Trade-In Program Total	5,000.00	5,500.00	5,500.00	5,500.00	6,000.00
PK-009 - Lawn Mower-Annual Trade-In Program					
41145 - CAPITAL EQUIPMENT	5,000.00	5,500.00	5,500.00	5,500.00	6,000.00

Department / Project / Funding Source	2025	2026	2027	2028	2029
PK-009 - Lawn Mower-Annual Trade-In Program Total	5,000.00	5,500.00	5,500.00	5,500.00	6,000.00
PK-010 - Amateur Sports Complex Restroom					
41145 - CAPITAL EQUIPMENT	-	-	-	-	-
PK-010 - Amateur Sports Complex Restroom Total	-	-	-	-	-
PK-011 - C St/Southview Trail					
41130 - STATE	611,525.00	-	-	-	-
41135 - MUNICIPAL STATE AID (MSAS)	97,844.00	-	-	-	-
PK-011 - C St/Southview Trail Total	709,369.00	-	-	-	-
PK-012 - E. Lyon Street Trail Project					
41130 - STATE	-	605,276.00	-	-	-
41135 - MUNICIPAL STATE AID (MSAS)	-	138,124.00	-	-	-
PK-012 - E. Lyon Street Trail Project Total	-	743,400.00	-	-	-
PK-016 - Justice Park Walk Bridge					
41115 - BONDING-LEVY	-	-	200,000.00	-	-
PK-016 - Justice Park Walk Bridge Total	-	-	200,000.00	-	-
PK-017 - Ball Pro Drag Machine					
41145 - CAPITAL EQUIPMENT	21,000.00	21,500.00	-	-	-
PK-017 - Ball Pro Drag Machine Total	21,000.00	21,500.00	-	-	-
PK-022 - Striping Mower					
41145 - CAPITAL EQUIPMENT	32,500.00	-	-	-	-
PK-022 - Striping Mower Total	32,500.00	-	-	-	-
PK-023 - Legion Field Trail Replacement					
41115 - BONDING-LEVY	-	-	-	125,000.00	-
PK-023 - Legion Field Trail Replacement Total	-	-	-	125,000.00	-
PK-024 - YMCA					
41130 - STATE	-	5,000,000.00	-	-	-
PK-024 - YMCA Total	-	5,000,000.00	-	-	-
PK-025 - Inclusive Playground					
41110 - GENERAL FUND	-	15,000.00	15,000.00	-	-
PK-025 - Inclusive Playground Total	-	15,000.00	15,000.00	-	-
PK-026 - Soccer Fields					

Department / Project / Funding Source	2025	2026	2027	2028	2029
41130 - STATE	-	-	2,600,000.00	-	-
PK-026 - Soccer Fields Total	-	-	2,600,000.00	-	-
PK-027 - Pickleball Courts					
41115 - BONDING-LEVY	-	-	100,000.00	100,000.00	-
PK-027 - Pickleball Courts Total	-	-	100,000.00	100,000.00	-
PK-028 - Independence Park - Main Playground					
41115 - BONDING-LEVY	-	-	-	200,000.00	-
PK-028 - Independence Park - Main Playground Total	-	-	-	200,000.00	-
PK-029 - Convert old pool building to storage					
41115 - BONDING-LEVY	-	-	100,000.00	-	-
PK-029 - Convert old pool building to storage Total	-	-	100,000.00	-	-
PK-030 - Justice Park Playground					
41115 - BONDING-LEVY	-	-	-	-	150,000.00
PK-030 - Justice Park Playground Total	-	-	-	-	150,000.00
PK-031 - 10'6" Sectional Snow Pusher					
41145 - CAPITAL EQUIPMENT	14,000.00	-	-	-	-
PK-031 - 10'6" Sectional Snow Pusher Total	14,000.00	-	-	-	-
PK-032 - Parks Maintenance & Storage Building					
41115 - BONDING-LEVY	-	-	-	400,000.00	-
PK-032 - Parks Maintenance & Storage Building Total	-	-	-	400,000.00	-
PK-033 - Channel Parkway Playground-irrigation					
41115 - BONDING-LEVY	-	140,000.00	-	-	-
PK-033 - Channel Parkway Playground-irrigation Total	-	140,000.00	-	-	-
PK-036 - Liberty Park Irrigation-Phase 1					
41110 - GENERAL FUND	-	13,000.00	-	-	-
PK-036 - Liberty Park Irrigation-Phase 1 Total	-	13,000.00	-	-	-
PK-037 - Liberty Park Irrigation-Phase 2					
41110 - GENERAL FUND	-	-	8,000.00	-	-
PK-037 - Liberty Park Irrigation-Phase 2 Total	-	-	8,000.00	-	-
PK-052 - Liberty Park Bandshell					
41115 - BONDING-LEVY	150,000.00	-	-	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
41130 - STATE	950,000.00	-	-	-	-
PK-052 - Liberty Park Bandshell Total	1,100,000.00	-	-	-	-
PK-063 - Patriot Park Parking Lot					
41115 - BONDING-LEVY	-	175,000.00	-	-	-
PK-063 - Patriot Park Parking Lot Total	-	175,000.00	-	-	-
PK-088 - 60" Sweep Star					
41145 - CAPITAL EQUIPMENT	-	-	45,000.00	-	-
41147 - TRADE-IN	-	-	5,000.00	-	-
PK-088 - 60" Sweep Star Total	-	-	50,000.00	-	-
PK-090 - Amateur Sports Complex Lighting					
41115 - BONDING-LEVY	-	395,000.00	-	-	-
PK-090 - Amateur Sports Complex Lighting Total	-	395,000.00	-	-	-
45200 - PARKS Total	2,516,869.00	6,513,900.00	3,234,000.00	911,000.00	162,000.00
45900 - AMATEUR SPORTS CENTER					
RBA-003 - Condensor					
41115 - BONDING-LEVY	-	-	-	200,000.00	-
RBA-003 - Condensor Total	-	-	-	200,000.00	-
RBA-004 - Rubber Flooring					
41170 - RED BARON ARENA	-	-	20,000.00	-	-
RBA-004 - Rubber Flooring Total	-	-	20,000.00	-	-
45900 - AMATEUR SPORTS CENTER Total	-	-	20,000.00	200,000.00	-
49500 - WASTE WATER					
WW-001 - College Dr Sanitary Sewer Lining					
41155 - WASTEWATER	-	1,761,750.00	-	-	-
WW-001 - College Dr Sanitary Sewer Lining Total	-	1,761,750.00	-	-	-
WW-009 - Pickup Truck					
41155 - WASTEWATER	-	-	35,000.00	-	-
WW-009 - Pickup Truck Total	-	-	35,000.00	-	-
WW-010 - Facility Plan					
41155 - WASTEWATER	-	100,000.00	-	-	-
WW-010 - Facility Plan Total	-	100,000.00	-	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
WW-011 - Biological Nitrogen Removal system, Effluent Filters, Final Clarifier rehab					
41155 - WASTEWATER	-	-	-	-	50,000,000.00
WW-011 - Biological Nitrogen Removal system, Effluent Filters, Final Clarifier rehab Total	-	-	-	-	50,000,000.00
WW-031 - Administration Building Parking Lot					
41155 - WASTEWATER	-	-	-	14,656.00	-
WW-031 - Administration Building Parking Lot Total	-	-	-	14,656.00	-
WW-046 - Main Lift Pump & Valve					
41155 - WASTEWATER	-	500,000.00	-	-	-
WW-046 - Main Lift Pump & Valve Total	-	500,000.00	-	-	-
WW-062 - Plant Shop/Operator's Office Parking Lot-Concrete					
41155 - WASTEWATER	-	-	-	18,000.00	-
WW-062 - Plant Shop/Operator's Office Parking Lot-Concrete Total	-	-	-	18,000.00	-
WW-064 - Grit Trap System					
41155 - WASTEWATER	-	-	110,000.00	-	-
WW-064 - Grit Trap System Total	-	-	110,000.00	-	-
WW-065 - Additional Parkson Fine Screen to replace manual bar					
41155 - WASTEWATER	-	-	200,000.00	-	-
WW-065 - Additional Parkson Fine Screen to replace manual bar Total	-	-	200,000.00	-	-
WW-066 - 1997 IH Dump Truck 4900 (purchase from Street Dept)					
41155 - WASTEWATER	-	-	10,000.00	-	-
WW-066 - 1997 IH Dump Truck 4900 (purchase from Street Dept) Total	-	-	10,000.00	-	-
WW-067 - Lift 4 Replacement					
41155 - WASTEWATER	-	-	200,000.00	-	-
WW-067 - Lift 4 Replacement Total	-	-	200,000.00	-	-
WW-068 - Lawn Mower-Annual Trade-In Program					
41155 - WASTEWATER	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
WW-068 - Lawn Mower-Annual Trade-In Program Total	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
WW-069 - F450 Crane Truck (2009)					
41155 - WASTEWATER	-	-	125,000.00	-	-
WW-069 - F450 Crane Truck (2009) Total	-	-	125,000.00	-	-

Department / Project / Funding Source	2025	2026	2027	2028	2029
49500 - WASTE WATER Total	2,000.00	2,363,750.00	682,000.00	34,656.00	50,002,000.00
49600 - STORM WATER					
SWM-003 - Legion Field Road Stormwater Study-Phase 3					
41130 - STATE	867,000.00	-	-	-	-
41160 - SURFACE WATER	533,000.00	-	-	-	-
SWM-003 - Legion Field Road Stormwater Study-Phase 3 Total	1,400,000.00	-	-	-	-
SWM-004 - Bladholm Street River Stabilization					
41160 - SURFACE WATER	-	-	-	-	319,000.00
SWM-004 - Bladholm Street River Stabilization Total	-	-	-	-	319,000.00
SWM-005 - North High River Stabilization					
41160 - SURFACE WATER	-	-	-	-	-
SWM-005 - North High River Stabilization Total	-	-	-	-	-
SWM-006 - Diversion Channel Maintenance					
41160 - SURFACE WATER	-	-	-	-	200,000.00
SWM-006 - Diversion Channel Maintenance Total	-	-	-	-	200,000.00
SWM-010 - Triangle Pond Improvements					
41160 - SURFACE WATER	-	-	-	-	-
SWM-010 - Triangle Pond Improvements Total	-	-	-	-	-
49600 - STORM WATER Total	1,400,000.00	-	-	-	519,000.00
Grand Total	19,991,152.00	15,899,012.00	16,328,627.00	12,202,875.00	59,790,177.00

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution Adopting Tax Levy for 2025
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 27th Council work session, staff proposed a property tax levy increase of 14.25%. The main contributing factors for this increase were increased personnel and health insurance costs, an increase in debt related levies from 2024 to 2025, and increasing the levy for capital equipment to purchase vehicles instead of leasing via Enterprise.</p> <p>Staff continued to work to reduce the increase for the preliminary levy that that was set on September 24th. The 2025 preliminary levy was set at \$9,869,560, which was an increase of 9.8% from the 2024 levy.</p> <p>Staff recommends no change to the final levy - - the final 2024 levy be set at \$9,869,560, which is an increase of 9.8% from the 2024 levy.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve resolution adopting tax levy for 2025

**CITY OF MARSHALL
TAX LEVY COMPARISON**

	PAYABLE 2021	PAYABLE 2022	PAYABLE 2023	PAYABLE 2024	PAYABLE 2025
General Fund Levy (101)	\$ 4,957,530	\$ 5,240,384	\$ 5,790,175	\$ 6,087,767	\$ 6,512,371
Capital Equipment Levy (401)	\$ 400,000	\$ 300,000	\$ 150,000	\$ 300,000	\$ 500,000
Street Improvement Levy (495)	\$ 275,000	\$ 350,000	\$ 350,000	\$ 375,000	\$ 400,000
Economic Development Authority (208)	\$ 135,000	\$ 150,000	\$ 173,486	\$ 173,486	\$ 175,000
Special Levy (Debt Service)					
321 2010A G.O. Capital Improvement Bonds	\$ 53,467	\$ 45,000	\$ 46,983	\$ 35,542	\$ 38,272
325 2015A G.O. CIP Bonds	\$ 53,471	\$ 52,526	\$ 51,463	\$ 55,650	\$ 54,075
359 2015B G.O. Public Improvement Bonds	\$ 50,796	\$ 50,287	\$ 53,874	\$ -	\$ -
360 2016B G.O. Equipment Certificates	\$ 155,295	\$ -	\$ -	\$ -	\$ -
360 2016B G.O. Public Improvement Bonds	\$ 105,703	\$ 110,136	\$ 109,215	\$ 108,292	\$ -
362 2017A G.O. Public Improvement Bonds	\$ 83,157	\$ 89,952	\$ 87,103	\$ 83,795	\$ 80,487
362 2017A G.O. Equipment Certificates	\$ 38,955	\$ 37,853	\$ -	\$ -	\$ -
369 2011B G.O. Public Improvement Bonds	\$ 19,509	\$ 29,116	\$ 31,520	\$ 28,830	\$ 30,930
374 2015A G.O. Street Reconstruction Bonds	\$ 96,784	\$ 95,419	\$ 93,883	\$ 92,348	\$ 90,300
375 2018A G.O. Public Improvement Bonds	\$ 100,000	\$ 95,000	\$ 84,074	\$ 156,108	\$ 156,613
376 2016C G.O. Public Improvement Bonds	\$ 60,894	\$ 56,243	\$ 63,830	\$ 61,100	\$ 58,619
377 2017B G.O. Public Improvement Bonds	\$ 42,546	\$ 41,940	\$ 41,333	\$ 40,727	\$ 45,150
378 2020B G.O. Public Improvement Bonds	\$ 98,028	\$ 94,156	\$ 95,178	\$ 90,845	\$ 91,762
394 2020A G.O. Capital Improvement Bond	\$ 239,103	\$ 237,791	\$ 235,953	\$ 238,841	\$ 235,691
379 2021A G.O. Public Improvement Bond	\$ -	\$ 155,946	\$ 152,344	\$ 147,703	\$ 143,061
380 2022A G.O. Public Improvement Bond		\$ -	\$ 198,540	\$ 204,161	\$ 195,139
381 2023A G.O. Public Improvement Bond				\$ 313,475	\$ 312,525
382 2024A G.O. Public Improvement Bond					\$ 294,565
subtotal	\$ 1,197,708	\$ 1,191,365	\$ 1,345,293	\$ 1,657,417	\$ 1,827,189
Special Levy Tax Abatement (Debt Service)					
369 2011B Tax Abatement (Country Club Dr.)	\$ 70,833	\$ 69,389	\$ 55,000	\$ 60,000	\$ 60,000
376 2016C G.O. Tax Abatement (Parkway)	\$ 132,936	\$ 134,962	\$ 130,000	\$ 130,000	\$ 135,000
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	\$ 30,000	\$ -	\$ -
378 2020B G.O. Tax Abatement (Freedom Park)	\$ 20,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
379 2021A G.O. Tax Abatement (Patriot Park)	\$ -	\$ 40,000	\$ 45,000	\$ 45,000	\$ 45,000
380 2022A G.O. Tax Abatement (parking lots)		\$ -	\$ 45,000	\$ 45,000	\$ 50,000
381 2023A G.O. Tax Abatement (parks, etc.)				\$ 50,000	\$ 55,000
382 2024A G.O. Tax Abatement (parks)					\$ 45,000
subtotal	\$ 288,769	\$ 334,351	\$ 370,000	\$ 395,000	\$ 455,000
total of Debt Service Funds	\$ 1,486,477	\$ 1,525,716	\$ 1,715,293	\$ 2,052,417	\$ 2,282,189
Total - - all funds	\$ 7,254,007	\$ 7,566,100	\$ 8,178,954	\$ 8,988,670	\$ 9,869,560
Approved final levy	\$ 7,254,007	\$ 7,566,100	\$ 8,178,954	\$ 8,988,670	
difference	\$ -	\$ -	\$ -	\$ -	\$ 9,869,560

2.80%

4.30%

8.10%

9.90%

RESOLUTION NUMBER 24-122
RESOLUTION APPROVING 2025 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 and collectable in 2025, upon the taxable property in the City of Marshall for the following purposes:

<u>Description</u>	<u>Amount (\$)</u>
General Fund (101)	\$ 6,512,371
Capital Equipment Fund (401)	500,000
Street Improvement Fund (495)	400,000
Economic Development Authority Fund (208)	175,000
Special Levy (Debt Service Funds)	
321 2010A G.O. Capital Improvement Bonds	\$ 38,272
325 2015A G.O. Capital Improvement Bonds	54,075
362 2017A G.O. Public Improvement Bonds	80,487
369 2011B G.O. Public Improvement Bonds	30,930
374 2015A G.O. Street Reconstruction Bonds	90,300
375 2018A G.O. Public Improvement Bonds	156,613
376 2016C G.O. Public Improvement Bonds	58,619
377 2017B G.O. Public Improvement Bonds	45,150
378 2020B G.O. Public Improvement Bonds	91,762
394 2020A G.O. Capital Improvement Bonds	235,691
379 2021A G.O. Public Improvement Bonds	143,061
380 2022A G.O. Public Improvement Bonds	195,139
381 2023A G.O. Public Improvement Bonds	312,525
382 2024A G.O. Public Improvement Bonds	294,565
Total Debt Service Funds	1,827,189
Special Levy Tax Abatement (Debt Service Funds)	
369 2011B Tax Abatement (Country Club Dr.)	\$ 60,000
376 2016C G.O. Tax Abatement (Parkway)	135,000
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)	50,000
381 2023A G.O. Tax Abatement (parks and parking lot)	55,000
382 2024A G.O. Tax Abatement (parks)	45,000
Total Tax Abatement Debt Service Funds	455,000
TOTAL LEVY	\$ 9,869,560

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 17th day of December 2024.

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 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Resolution Adopting 2025 Budget
Background Information:	For Council’s review and approval, attached is the 2025 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 2025 budget

Budget Comparison Report

Group Summary

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)	2025 FINAL	Increase / (Decrease)		
Fund: 101 - GENERAL FUND										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
31 - TAXES	6,008,157.54	6,541,878.66	6,493,559.39	6,833,767.00	7,173,623.00	339,856.00	4.97%	7,173,623.00	0.00	0.00%
33 - INTERGOVERNMENTAL	3,480,083.01	3,505,792.33	2,292,382.98	3,917,951.00	3,912,020.00	-5,931.00	-0.15%	3,912,020.00	0.00	0.00%
34 - CHARGES FOR SERVICES	573,966.00	585,430.00	607,005.00	602,220.00	620,286.00	18,066.00	3.00%	620,286.00	0.00	0.00%
36 - MISCELLANEOUS	-118,349.21	945,791.22	613,928.81	270,128.00	384,935.86	114,807.86	42.50%	384,935.86	0.00	0.00%
39 - OTHER FINANCING REVENUE	0.00	65,188.79	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	9,943,857.34	11,644,081.00	10,006,876.18	11,624,066.00	12,090,864.86	466,798.86	4.02%	12,090,864.86	0.00	0.00%
Expense										
52 - EMPLOYEE BENEFITS	2,825.95	2,259.00	2,094.00	2,268.00	2,436.00	168.00	7.41%	2,436.00	0.00	0.00%
53 - PURCHASED SERVICES	116,802.12	77,144.61	89,482.17	140,952.00	146,336.00	5,384.00	3.82%	150,838.00	4,502.00	3.08%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	7,455.18	50,944.57	7,608.26	6,630.00	10,635.00	4,005.00	60.41%	10,635.00	0.00	0.00%
58 - OTHER EXPENDITURES	236,451.98	255,920.45	259,015.61	244,500.00	232,000.00	-12,500.00	-5.11%	232,000.00	0.00	0.00%
Total Expense:	363,535.23	386,268.63	358,200.04	394,350.00	391,407.00	-2,943.00	-0.75%	395,909.00	4,502.00	1.15%
Total Department: 00000 - GENERAL GOVERNMENT:	9,580,322.11	11,257,812.37	9,648,676.14	11,229,716.00	11,699,457.86	469,741.86	4.18%	11,694,955.86	-4,502.00	-0.04%
Department: 41100 - MAYOR & COUNCIL										
Revenue										
33 - INTERGOVERNMENTAL	17,811.00	6,705.32	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	15,767.79	6,200.27	77.32	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	33,578.79	12,905.59	77.32	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	59,733.56	51,372.52	50,189.04	54,372.00	55,663.00	1,291.00	2.37%	55,663.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	4,579.78	4,226.53	5,660.72	5,719.00	8,736.37	3,017.37	52.76%	8,736.37	0.00	0.00%
53 - PURCHASED SERVICES	2,609.10	5,441.66	4,157.99	3,859.00	5,498.00	1,639.00	42.47%	5,498.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	16,573.75	10,609.75	13,951.08	14,500.00	14,500.00	0.00	0.00%	14,500.00	0.00	0.00%
58 - OTHER EXPENDITURES	121,478.14	97,718.43	89,134.00	128,637.00	91,948.00	-36,689.00	-28.52%	91,948.00	0.00	0.00%
Total Expense:	204,974.33	169,368.89	163,092.83	207,087.00	176,345.37	-30,741.63	-14.84%	176,345.37	0.00	0.00%
Total Department: 41100 - MAYOR & COUNCIL:	-171,395.54	-156,463.30	-163,015.51	-207,087.00	-176,345.37	30,741.63	-14.84%	-176,345.37	0.00	0.00%
Department: 41200 - CABLE COMMISSION										
Revenue										
32 - LICENSES & PERMITS	0.00	1,870.00	2,800.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	0.00	0.00	1,230.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	493.00	77.00	20.49	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
Total Revenue:	493.00	1,947.00	4,050.49	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)	2025 FINAL	Increase / (Decrease)		
Expense										
51 - SALARIES & WAGES	150,919.56	154,882.81	153,443.64	162,423.00	176,031.47	13,608.47	8.38%	176,031.47	0.00	0.00%
52 - EMPLOYEE BENEFITS	56,979.31	61,639.53	60,104.23	70,109.00	75,902.76	5,793.76	8.26%	75,923.26	20.50	0.03%
53 - PURCHASED SERVICES	7,952.56	6,280.49	9,303.39	13,336.00	13,816.00	480.00	3.60%	13,816.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	6,725.57	7,331.32	8,548.24	8,550.00	8,550.00	0.00	0.00%	8,550.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,532.42	1,798.90	1,117.33	1,705.00	1,805.00	100.00	5.87%	1,805.00	0.00	0.00%
Total Expense:	224,109.42	231,933.05	232,516.83	256,123.00	276,105.23	19,982.23	7.80%	276,125.73	20.50	0.01%
Total Department: 41200 - CABLE COMMISSION:	-223,616.42	-229,986.05	-228,466.34	-256,023.00	-276,005.23	-19,982.23	7.80%	-276,025.73	-20.50	0.01%
Department: 41300 - CITY ADMINISTRATION										
Revenue										
32 - LICENSES & PERMITS	55,600.00	56,865.00	60,550.00	48,245.00	61,175.00	12,930.00	26.80%	61,175.00	0.00	0.00%
36 - MISCELLANEOUS	45.00	16,674.42	11,227.37	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	55,645.00	73,539.42	71,777.37	48,245.00	61,175.00	12,930.00	26.80%	61,175.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	401,743.38	424,784.29	434,793.54	447,631.00	472,167.73	24,536.73	5.48%	472,167.73	0.00	0.00%
52 - EMPLOYEE BENEFITS	113,067.04	126,640.69	124,713.15	150,849.00	161,096.36	10,247.36	6.79%	161,133.83	37.47	0.02%
53 - PURCHASED SERVICES	22,409.91	29,579.02	41,982.82	76,849.00	72,023.00	-4,826.00	-6.28%	72,023.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	8,582.20	5,855.09	4,045.11	6,600.00	8,200.00	1,600.00	24.24%	8,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	4,548.44	1,537.68	1,883.96	1,773.00	1,395.00	-378.00	-21.32%	1,395.00	0.00	0.00%
Total Expense:	550,350.97	588,396.77	607,418.58	683,702.00	714,882.09	31,180.09	4.56%	714,919.56	37.47	0.01%
Total Department: 41300 - CITY ADMINISTRATION:	-494,705.97	-514,857.35	-535,641.21	-635,457.00	-653,707.09	-18,250.09	2.87%	-653,744.56	-37.47	0.01%
Department: 41400 - FINANCE										
Revenue										
34 - CHARGES FOR SERVICES	660.00	240.00	165.00	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
36 - MISCELLANEOUS	48.51	12.94	7,747.15	150.00	150.00	0.00	0.00%	150.00	0.00	0.00%
Total Revenue:	708.51	252.94	7,912.15	650.00	650.00	0.00	0.00%	650.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	278,391.69	283,392.52	282,842.52	306,547.00	318,673.47	12,126.47	3.96%	318,673.47	0.00	0.00%
52 - EMPLOYEE BENEFITS	100,351.12	108,048.48	104,112.57	121,600.00	128,925.11	7,325.11	6.02%	128,959.28	34.17	0.03%
53 - PURCHASED SERVICES	76,276.90	71,483.22	83,249.89	113,548.00	97,911.00	-15,637.00	-13.77%	97,911.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	6,252.52	18,933.62	4,618.75	7,350.00	6,200.00	-1,150.00	-15.65%	6,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,420.97	1,772.13	2,046.39	2,160.00	1,910.00	-250.00	-11.57%	1,910.00	0.00	0.00%
Total Expense:	462,693.20	483,629.97	476,870.12	551,205.00	553,619.58	2,414.58	0.44%	553,653.75	34.17	0.01%
Total Department: 41400 - FINANCE:	-461,984.69	-483,377.03	-468,957.97	-550,555.00	-552,969.58	-2,414.58	0.44%	-553,003.75	-34.17	0.01%
Department: 41500 - ASSESSING										
Revenue										
34 - CHARGES FOR SERVICES	245.00	347.22	616.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%

Budget Comparison Report

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				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
36 - MISCELLANEOUS	65.00	10.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	310.00	357.22	616.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	247,532.79	258,575.51	235,241.68	262,085.00	244,644.16	-17,440.84	-6.65%	241,274.56	-3,369.60	-1.38%
52 - EMPLOYEE BENEFITS	96,413.94	100,507.76	86,381.94	112,217.00	105,314.43	-6,902.57	-6.15%	104,824.08	-490.35	-0.47%
53 - PURCHASED SERVICES	26,596.38	13,369.30	15,745.60	17,236.00	26,718.00	9,482.00	55.01%	26,718.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	1,379.36	1,185.22	1,502.33	2,200.00	2,200.00	0.00	0.00%	2,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	2,179.83	1,718.25	1,651.79	1,830.00	1,910.00	80.00	4.37%	1,910.00	0.00	0.00%
Total Expense:	374,102.30	375,356.04	340,523.34	395,568.00	380,786.59	-14,781.41	-3.74%	376,926.64	-3,859.95	-1.01%
Total Department: 41500 - ASSESSING:	-373,792.30	-374,998.82	-339,907.34	-395,568.00	-380,786.59	14,781.41	-3.74%	-376,926.64	3,859.95	-1.01%
Department: 41600 - LEGAL										
Revenue										
36 - MISCELLANEOUS	0.00	1,926.61	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	1,926.61	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	141,109.61	195,654.65	169,702.66	175,597.00	216,040.00	40,443.00	23.03%	216,040.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	127.87	0.00	538.44	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	780.00	0.00	780.00	0.00	780.00	780.00	0.00%	780.00	0.00	0.00%
Total Expense:	142,017.48	195,654.65	171,021.10	175,597.00	216,820.00	41,223.00	23.48%	216,820.00	0.00	0.00%
Total Department: 41600 - LEGAL:	-142,017.48	-193,728.04	-171,021.10	-175,597.00	-216,820.00	-41,223.00	23.48%	-216,820.00	0.00	0.00%
Department: 41700 - BUILDING MAINTENANCE										
Revenue										
34 - CHARGES FOR SERVICES	74,614.17	39,791.16	37,912.67	52,860.00	53,310.00	450.00	0.85%	53,310.00	0.00	0.00%
Total Revenue:	74,614.17	39,791.16	37,912.67	52,860.00	53,310.00	450.00	0.85%	53,310.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	169,465.78	146,773.33	166,888.69	185,308.00	192,821.06	7,513.06	4.05%	192,821.06	0.00	0.00%
52 - EMPLOYEE BENEFITS	69,247.54	71,120.02	81,789.41	95,864.00	102,787.63	6,923.63	7.22%	102,814.82	27.19	0.03%
53 - PURCHASED SERVICES	43,876.35	44,571.83	49,043.18	50,047.00	48,763.00	-1,284.00	-2.57%	48,763.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	13,041.60	11,157.18	10,925.29	9,850.00	16,400.00	6,550.00	66.50%	16,400.00	0.00	0.00%
58 - OTHER EXPENDITURES	158.25	79.00	160.25	220.00	220.00	0.00	0.00%	220.00	0.00	0.00%
59 - OTHER FINANCING USES	6,635.00	10,680.00	19,900.00	19,900.00	28,665.00	8,765.00	44.05%	28,665.00	0.00	0.00%
Total Expense:	302,424.52	284,381.36	328,706.82	361,189.00	389,656.69	28,467.69	7.88%	389,683.88	27.19	0.01%
Total Department: 41700 - BUILDING MAINTENANCE:	-227,810.35	-244,590.20	-290,794.15	-308,329.00	-336,346.69	-28,017.69	9.09%	-336,373.88	-27.19	0.01%
Department: 41750 - ADULT COMMUNITY CENTER										
Revenue										
33 - INTERGOVERNMENTAL	8,808.71	12,143.64	34,430.54	7,500.00	6,000.00	-1,500.00	-20.00%	6,000.00	0.00	0.00%

Budget Comparison Report

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				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
34 - CHARGES FOR SERVICES	0.00	280.00	433.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	15,180.28	19,638.36	27,827.28	11,100.00	15,700.00	4,600.00	41.44%	15,700.00	0.00	0.00%
Total Revenue:	23,988.99	32,062.00	62,690.82	18,600.00	21,700.00	3,100.00	16.67%	21,700.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	155,901.13	89,462.15	94,962.14	100,280.00	105,312.53	5,032.53	5.02%	105,312.53	0.00	0.00%
52 - EMPLOYEE BENEFITS	33,777.88	35,780.16	35,598.00	40,877.00	43,603.95	2,726.95	6.67%	43,615.34	11.39	0.03%
53 - PURCHASED SERVICES	21,949.07	29,912.62	83,939.99	62,717.00	51,692.00	-11,025.00	-17.58%	51,692.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	7,116.94	12,254.20	20,336.20	7,000.00	6,750.00	-250.00	-3.57%	6,750.00	0.00	0.00%
58 - OTHER EXPENDITURES	495.60	1,830.00	1,539.00	1,200.00	1,300.00	100.00	8.33%	1,300.00	0.00	0.00%
Total Expense:	219,240.62	169,239.13	236,375.33	212,074.00	208,658.48	-3,415.52	-1.61%	208,669.87	11.39	0.01%
Total Department: 41750 - ADULT COMMUNITY CENTER:	-195,251.63	-137,177.13	-173,684.51	-193,474.00	-186,958.48	6,515.52	-3.37%	-186,969.87	-11.39	0.01%
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%
Total Revenue:	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%
Expense										
53 - PURCHASED SERVICES	82,606.90	89,322.60	79,065.29	82,980.00	88,330.00	5,350.00	6.45%	88,330.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	39,529.78	29,225.03	28,544.12	27,475.00	31,900.00	4,425.00	16.11%	31,900.00	0.00	0.00%
58 - OTHER EXPENDITURES	53,828.41	56,845.66	54,264.35	55,510.00	56,759.00	1,249.00	2.25%	56,759.00	0.00	0.00%
Total Expense:	175,965.09	175,393.29	161,873.76	165,965.00	176,989.00	11,024.00	6.64%	176,989.00	0.00	0.00%
Total Department: 41800 - INFORMATION TECHNOLOGY:	-168,965.09	-168,393.29	-154,873.76	-158,965.00	-169,989.00	-11,024.00	6.93%	-169,989.00	0.00	0.00%
Department: 42100 - POLICE ADMINISTRATION										
Revenue										
33 - INTERGOVERNMENTAL	259,482.29	870,038.35	304,801.25	250,500.00	259,900.00	9,400.00	3.75%	259,900.00	0.00	0.00%
34 - CHARGES FOR SERVICES	101,657.77	80,765.26	46,349.50	65,240.00	65,240.00	0.00	0.00%	65,240.00	0.00	0.00%
35 - FINES & FORFEITURES	94,048.19	96,141.09	69,207.63	112,000.00	111,100.00	-900.00	-0.80%	111,100.00	0.00	0.00%
36 - MISCELLANEOUS	298,198.49	310,172.56	267,506.87	280,160.00	280,300.00	140.00	0.05%	280,300.00	0.00	0.00%
Total Revenue:	753,386.74	1,357,117.26	687,865.25	707,900.00	716,540.00	8,640.00	1.22%	716,540.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	2,306,958.60	2,111,598.96	2,246,721.13	2,362,172.00	2,449,060.44	86,888.44	3.68%	2,449,102.11	41.67	0.00%
52 - EMPLOYEE BENEFITS	944,014.87	824,135.17	828,054.95	989,492.00	1,081,716.51	92,224.51	9.32%	1,056,820.83	-24,895.68	-2.30%
53 - PURCHASED SERVICES	258,452.27	260,344.27	326,683.64	340,326.00	338,299.00	-2,027.00	-0.60%	338,299.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	84,372.36	101,845.20	102,263.69	105,900.00	145,100.00	39,200.00	37.02%	145,100.00	0.00	0.00%
58 - OTHER EXPENDITURES	45,431.19	60,076.26	80,752.03	62,780.00	66,830.00	4,050.00	6.45%	90,679.81	23,849.81	35.69%

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59 - OTHER FINANCING USES	14,344.00	30,150.00	33,430.00	33,430.00	47,817.00	14,387.00	43.04%	47,817.00	0.00	0.00%
Total Expense:	3,653,573.29	3,388,149.86	3,617,905.44	3,894,100.00	4,128,822.95	234,722.95	6.03%	4,127,818.75	-1,004.20	-0.02%
Total Department: 42100 - POLICE ADMINISTRATION:	-2,900,186.55	-2,031,032.60	-2,930,040.19	-3,186,200.00	-3,412,282.95	-226,082.95	7.10%	-3,411,278.75	1,004.20	-0.03%
Department: 42200 - CHEMICAL ASSESSMENT TEAM										
Revenue										
33 - INTERGOVERNMENTAL	56,214.67	83,656.30	48,590.37	80,000.00	60,000.00	-20,000.00	-25.00%	60,000.00	0.00	0.00%
Total Revenue:	56,214.67	83,656.30	48,590.37	80,000.00	60,000.00	-20,000.00	-25.00%	60,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	27,351.30	31,978.54	24,296.72	28,000.00	29,500.00	1,500.00	5.36%	29,500.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	11,784.06	1,026.52	760.19	1,040.00	2,778.75	1,738.75	167.19%	2,778.75	0.00	0.00%
53 - PURCHASED SERVICES	15,716.40	32,459.73	16,422.46	16,015.00	16,196.00	181.00	1.13%	16,196.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	5,552.18	22,129.75	29,830.25	34,765.00	11,345.25	-23,419.75	-67.37%	11,345.25	0.00	0.00%
58 - OTHER EXPENDITURES	330.00	180.00	372.75	180.00	180.00	0.00	0.00%	180.00	0.00	0.00%
Total Expense:	60,733.94	87,774.54	71,682.37	80,000.00	60,000.00	-20,000.00	-25.00%	60,000.00	0.00	0.00%
Total Department: 42200 - CHEMICAL ASSESSMENT TEAM:	-4,519.27	-4,118.24	-23,092.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Department: 42300 - EMERGENCY MANAGEMENT SYSTEMS										
Expense										
53 - PURCHASED SERVICES	10,560.74	9,790.00	20,358.38	19,424.00	20,370.00	946.00	4.87%	20,370.00	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	0.00	-1.00	0.00	145.00	0.00	-145.00	-100.00%	0.00	0.00	0.00%
Total Expense:	10,560.74	9,789.00	20,358.38	19,569.00	20,370.00	801.00	4.09%	20,370.00	0.00	0.00%
Total Department: 42300 - EMERGENCY MANAGEMENT SYST...	10,560.74	9,789.00	20,358.38	19,569.00	20,370.00	801.00	4.09%	20,370.00	0.00	0.00%
Department: 42400 - FIRE SERVICES										
Revenue										
33 - INTERGOVERNMENTAL	145,290.77	157,423.39	161,884.43	119,000.00	119,000.00	0.00	0.00%	119,000.00	0.00	0.00%
34 - CHARGES FOR SERVICES	109,180.21	130,257.98	157,603.85	135,000.00	161,549.00	26,549.00	19.67%	161,549.00	0.00	0.00%
36 - MISCELLANEOUS	12,027.07	19,214.99	5,090.62	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	266,498.05	306,896.36	324,578.90	254,000.00	280,549.00	26,549.00	10.45%	280,549.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	250,787.75	258,234.57	223,679.42	250,000.00	265,000.00	15,000.00	6.00%	265,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	27,762.47	5,143.13	4,902.96	3,928.00	4,661.00	733.00	18.66%	4,661.00	0.00	0.00%
53 - PURCHASED SERVICES	282,801.27	277,536.58	243,913.56	284,028.00	278,136.00	-5,892.00	-2.07%	278,136.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	65,351.38	52,815.11	41,175.17	68,000.00	87,250.00	19,250.00	28.31%	87,250.00	0.00	0.00%
58 - OTHER EXPENDITURES	134,758.07	152,986.24	194,593.51	124,477.00	121,025.00	-3,452.00	-2.77%	121,025.00	0.00	0.00%
Total Expense:	761,460.94	746,715.63	708,264.62	730,433.00	756,072.00	25,639.00	3.51%	756,072.00	0.00	0.00%
Total Department: 42400 - FIRE SERVICES:	-494,962.89	-439,819.27	-383,685.72	-476,433.00	-475,523.00	910.00	-0.19%	-475,523.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Department: 42500 - ANIMAL IMPOUNDMENT										
Revenue										
35 - FINES & FORFEITURES	1,590.00	2,628.00	2,490.00	2,400.00	2,400.00	0.00	0.00%	2,400.00	0.00	0.00%
Total Revenue:	1,590.00	2,628.00	2,490.00	2,400.00	2,400.00	0.00	0.00%	2,400.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	20,422.22	20,221.27	18,562.04	22,012.00	23,039.84	1,027.84	4.67%	23,039.84	0.00	0.00%
52 - EMPLOYEE BENEFITS	8,672.74	7,603.61	5,900.74	11,691.00	7,607.12	-4,083.88	-34.93%	7,608.44	1.32	0.02%
53 - PURCHASED SERVICES	4,919.06	5,683.57	7,540.68	9,655.00	12,505.00	2,850.00	29.52%	12,505.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	320.13	1,917.14	2,538.36	1,550.00	2,300.00	750.00	48.39%	2,300.00	0.00	0.00%
Total Expense:	34,334.15	35,425.59	34,541.82	44,908.00	45,451.96	543.96	1.21%	45,453.28	1.32	0.00%
Total Department: 42500 - ANIMAL IMPOUNDMENT:	-32,744.15	-32,797.59	-32,051.82	-42,508.00	-43,051.96	-543.96	1.28%	-43,053.28	-1.32	0.00%
Department: 43100 - ENGINEERING										
Revenue										
32 - LICENSES & PERMITS	70,380.00	77,060.00	87,242.00	51,500.00	65,500.00	14,000.00	27.18%	65,500.00	0.00	0.00%
33 - INTERGOVERNMENTAL	6,422.09	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	614,920.32	764,073.19	44,465.25	725,000.00	850,000.00	125,000.00	17.24%	850,000.00	0.00	0.00%
36 - MISCELLANEOUS	19,323.83	75.00	30,205.53	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	711,046.24	841,208.19	161,912.78	776,500.00	915,500.00	139,000.00	17.90%	915,500.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	564,832.99	564,455.34	590,196.61	645,933.00	674,123.27	28,190.27	4.36%	674,123.27	0.00	0.00%
52 - EMPLOYEE BENEFITS	201,734.65	208,237.47	209,742.12	251,716.00	253,224.75	1,508.75	0.60%	253,277.58	52.83	0.02%
53 - PURCHASED SERVICES	34,008.49	107,358.67	119,059.18	26,426.00	27,437.00	1,011.00	3.83%	27,437.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	27,487.53	19,606.58	20,855.27	42,395.00	42,595.00	200.00	0.47%	42,595.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,476.97	26,435.43	16,169.20	2,200.00	2,100.00	-100.00	-4.55%	2,100.00	0.00	0.00%
59 - OTHER FINANCING USES	6,228.00	7,200.00	16,950.00	16,950.00	25,484.00	8,534.00	50.35%	25,484.00	0.00	0.00%
Total Expense:	835,768.63	933,293.49	972,972.38	985,620.00	1,024,964.02	39,344.02	3.99%	1,025,016.85	52.83	0.01%
Total Department: 43100 - ENGINEERING:	-124,722.39	-92,085.30	-811,059.60	-209,120.00	-109,464.02	99,655.98	-47.65%	-109,516.85	-52.83	0.05%
Department: 43200 - COMMUNITY PLANNING										
Revenue										
32 - LICENSES & PERMITS	201,821.16	257,748.28	388,259.06	260,900.00	278,800.00	17,900.00	6.86%	278,800.00	0.00	0.00%
36 - MISCELLANEOUS	162.28	-2,088.03	958.01	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
Total Revenue:	201,983.44	255,660.25	389,217.07	261,000.00	278,900.00	17,900.00	6.86%	278,900.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	348,290.80	353,168.31	336,632.74	367,276.00	382,051.27	14,775.27	4.02%	382,051.27	0.00	0.00%
52 - EMPLOYEE BENEFITS	134,418.56	136,746.32	123,532.29	146,362.00	152,943.51	6,581.51	4.50%	152,979.23	35.72	0.02%
53 - PURCHASED SERVICES	4,967.29	5,494.94	9,269.66	11,131.00	10,887.00	-244.00	-2.19%	10,887.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	17,630.67	18,579.19	17,870.15	20,500.00	21,300.00	800.00	3.90%	21,300.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)	2025 FINAL	Increase / (Decrease)		
58 - OTHER EXPENDITURES	30,605.50	21,743.48	25,921.47	27,600.00	24,000.00	-3,600.00	-13.04%	24,000.00	0.00	0.00%
Total Expense:	535,912.82	535,732.24	513,226.31	572,869.00	591,181.78	18,312.78	3.20%	591,217.50	35.72	0.01%
Total Department: 43200 - COMMUNITY PLANNING:	-333,929.38	-280,071.99	-124,009.24	-311,869.00	-312,281.78	-412.78	0.13%	-312,317.50	-35.72	0.01%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
33 - INTERGOVERNMENTAL	41,787.79	42,293.36	47,860.07	43,160.00	43,160.00	0.00	0.00%	43,160.00	0.00	0.00%
36 - MISCELLANEOUS	143,283.64	35,065.37	32,773.37	30,000.00	30,000.00	0.00	0.00%	30,000.00	0.00	0.00%
Total Revenue:	185,071.43	77,358.73	80,633.44	73,160.00	73,160.00	0.00	0.00%	73,160.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	617,148.80	621,332.48	605,868.51	675,375.00	732,718.99	57,343.99	8.49%	732,718.99	0.00	0.00%
52 - EMPLOYEE BENEFITS	249,960.64	271,722.59	257,263.54	343,319.00	335,408.46	-7,910.54	-2.30%	335,478.49	70.03	0.02%
53 - PURCHASED SERVICES	573,007.15	518,940.26	464,025.02	532,545.00	549,718.00	17,173.00	3.22%	549,718.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	95,969.29	102,909.53	70,690.85	84,200.00	98,925.00	14,725.00	17.49%	98,925.00	0.00	0.00%
58 - OTHER EXPENDITURES	580.72	2,165.00	3,271.00	995.00	640.00	-355.00	-35.68%	640.00	0.00	0.00%
59 - OTHER FINANCING USES	4,866.00	19,590.00	42,860.00	42,860.00	83,903.00	41,043.00	95.76%	83,903.00	0.00	0.00%
Total Expense:	1,541,532.60	1,536,659.86	1,443,978.92	1,679,294.00	1,801,313.45	122,019.45	7.27%	1,801,383.48	70.03	0.00%
Total Department: 43300 - STREET ADMINISTRATION:	-1,356,461.17	-1,459,301.13	-1,363,345.48	-1,606,134.00	-1,728,153.45	-122,019.45	7.60%	-1,728,223.48	-70.03	0.00%
Department: 43302 - STREET LIGHTING										
Expense										
53 - PURCHASED SERVICES	277,315.56	277,521.48	254,394.69	277,522.00	277,522.00	0.00	0.00%	277,522.00	0.00	0.00%
Total Expense:	277,315.56	277,521.48	254,394.69	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	277,521.48	254,394.69	277,522.00	277,522.00	0.00	0.00%	277,522.00	0.00	0.00%
Department: 43400 - AIRPORT										
Revenue										
33 - INTERGOVERNMENTAL	186,125.40	327,889.57	52,066.90	91,027.00	91,027.00	0.00	0.00%	91,027.00	0.00	0.00%
36 - MISCELLANEOUS	175,919.27	192,879.75	201,379.60	205,573.00	205,511.95	-61.05	-0.03%	205,511.95	0.00	0.00%
Total Revenue:	362,044.67	520,769.32	253,446.50	296,600.00	296,538.95	-61.05	-0.02%	296,538.95	0.00	0.00%
Expense										
51 - SALARIES & WAGES	239,405.94	224,642.28	234,999.61	236,091.00	248,400.32	12,309.32	5.21%	248,400.32	0.00	0.00%
52 - EMPLOYEE BENEFITS	95,014.30	93,336.54	96,764.58	108,600.00	116,699.76	8,099.76	7.46%	116,727.10	27.34	0.02%
53 - PURCHASED SERVICES	329,222.01	401,905.91	181,580.54	275,085.00	268,079.00	-7,006.00	-2.55%	268,079.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	66,577.05	60,910.81	46,540.64	58,325.00	61,900.00	3,575.00	6.13%	61,900.00	0.00	0.00%
58 - OTHER EXPENDITURES	8,472.80	7,853.00	8,816.50	8,845.00	9,320.00	475.00	5.37%	9,320.00	0.00	0.00%
59 - OTHER FINANCING USES	13,060.00	15,600.00	32,380.00	32,380.00	62,767.00	30,387.00	93.84%	62,767.00	0.00	0.00%
Total Expense:	751,752.10	804,248.54	601,081.87	719,326.00	767,166.08	47,840.08	6.65%	767,193.42	27.34	0.00%
Total Department: 43400 - AIRPORT:	-389,707.43	-283,479.22	-347,635.37	-422,726.00	-470,627.13	-47,901.13	11.33%	-470,654.47	-27.34	0.01%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)	2025 FINAL	Increase / (Decrease)		
Department: 45100 - COMMUNITY SERVICE ADMIN										
Revenue										
33 - INTERGOVERNMENTAL	84,514.06	84,514.06	84,514.06	86,500.00	99,015.55	12,515.55	14.47%	99,015.55	0.00	0.00%
34 - CHARGES FOR SERVICES	0.00	2,773.00	3,581.50	0.00	3,000.00	3,000.00	0.00%	3,000.00	0.00	0.00%
36 - MISCELLANEOUS	5,101.50	1,902.00	3,507.68	3,500.00	3,500.00	0.00	0.00%	3,500.00	0.00	0.00%
Total Revenue:	89,615.56	89,189.06	91,603.24	90,000.00	105,515.55	15,515.55	17.24%	105,515.55	0.00	0.00%
Expense										
51 - SALARIES & WAGES	253,832.37	116,268.01	115,019.94	127,825.00	143,589.20	15,764.20	12.33%	143,589.20	0.00	0.00%
52 - EMPLOYEE BENEFITS	66,690.43	53,001.08	22,490.67	48,242.00	27,789.79	-20,452.21	-42.40%	27,790.90	1.11	0.00%
53 - PURCHASED SERVICES	23,139.32	9,949.64	30,198.82	36,964.00	58,011.00	21,047.00	56.94%	58,011.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	21,104.09	53,603.23	44,874.82	37,200.00	34,250.00	-2,950.00	-7.93%	34,250.00	0.00	0.00%
58 - OTHER EXPENDITURES	11,767.49	15,642.33	16,789.44	18,290.00	15,150.00	-3,140.00	-17.17%	15,150.00	0.00	0.00%
59 - OTHER FINANCING USES	4,337.00	3,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	380,870.70	251,464.29	229,373.69	268,521.00	278,789.99	10,268.99	3.82%	278,791.10	1.11	0.00%
Total Department: 45100 - COMMUNITY SERVICE ADMIN:	-291,255.14	-162,275.23	-137,770.45	-178,521.00	-173,274.44	5,246.56	-2.94%	-173,275.55	-1.11	0.00%
Department: 45150 - AFTER SCHOOL PROGRAMS										
Revenue										
33 - INTERGOVERNMENTAL	17,600.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	17,600.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	6,212.45	0.00	0.00	10,000.00	10,000.00	0.00	0.00%	10,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	700.60	283.00	347.00	1,923.00	1,920.00	-3.00	-0.16%	1,920.00	0.00	0.00%
53 - PURCHASED SERVICES	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	17,645.65	0.00	0.00	2,000.00	3,000.00	1,000.00	50.00%	3,000.00	0.00	0.00%
Total Expense:	33,058.70	283.00	347.00	13,923.00	14,920.00	997.00	7.16%	14,920.00	0.00	0.00%
Total Department: 45150 - AFTER SCHOOL PROGRAMS:	-15,458.70	-283.00	-347.00	-13,923.00	-14,920.00	-997.00	7.16%	-14,920.00	0.00	0.00%
Department: 45200 - PARKS										
Revenue										
33 - INTERGOVERNMENTAL	93,390.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	69,594.48	147,979.11	161,542.55	59,000.00	59,000.00	0.00	0.00%	59,000.00	0.00	0.00%
Total Revenue:	162,984.48	147,979.11	161,542.55	59,000.00	59,000.00	0.00	0.00%	59,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	354,555.66	372,044.03	388,510.72	407,487.00	401,000.33	-6,486.67	-1.59%	425,970.13	24,969.80	6.23%
52 - EMPLOYEE BENEFITS	118,510.18	131,211.70	128,128.31	151,294.00	184,412.99	33,118.99	21.89%	159,475.04	-24,937.95	-13.52%
53 - PURCHASED SERVICES	377,675.12	295,161.75	274,765.18	319,305.00	332,349.00	13,044.00	4.09%	332,349.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	92,770.58	105,378.09	106,158.54	113,900.00	121,400.00	7,500.00	6.58%	121,400.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
55 - CAPITAL	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	4,924.50	6,698.32	11,730.97	4,585.00	4,525.00	-60.00	-1.31%	4,525.00	0.00	0.00%
59 - OTHER FINANCING USES	4,302.00	10,500.00	26,880.00	26,880.00	38,486.00	11,606.00	43.18%	38,486.00	0.00	0.00%
Total Expense:	952,738.04	930,993.89	936,173.72	1,023,451.00	1,082,173.32	58,722.32	5.74%	1,082,205.17	31.85	0.00%
Total Department: 45200 - PARKS:	-789,753.56	-783,014.78	-774,631.17	-964,451.00	-1,023,173.32	-58,722.32	6.09%	-1,023,205.17	-31.85	0.00%
Department: 45300 - AQUATIC CENTER										
Revenue										
34 - CHARGES FOR SERVICES	78,329.18	103,453.41	93,151.92	92,000.00	92,000.00	0.00	0.00%	92,000.00	0.00	0.00%
36 - MISCELLANEOUS	17,982.03	23,574.76	23,909.82	22,000.00	24,000.00	2,000.00	9.09%	24,000.00	0.00	0.00%
Total Revenue:	96,311.21	127,028.17	117,061.74	114,000.00	116,000.00	2,000.00	1.75%	116,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	79,473.29	97,141.92	106,955.37	90,000.00	91,000.00	1,000.00	1.11%	91,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	9,804.10	10,835.53	12,706.04	10,246.00	10,649.50	403.50	3.94%	10,649.50	0.00	0.00%
53 - PURCHASED SERVICES	67,738.91	69,820.31	61,254.50	69,712.00	82,547.00	12,835.00	18.41%	82,547.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	51,754.96	64,841.99	70,520.87	73,000.00	76,100.00	3,100.00	4.25%	76,100.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,823.49	2,151.50	11,094.85	2,145.00	1,145.00	-1,000.00	-46.62%	1,145.00	0.00	0.00%
Total Expense:	210,594.75	244,791.25	262,531.63	245,103.00	261,441.50	16,338.50	6.67%	261,441.50	0.00	0.00%
Total Department: 45300 - AQUATIC CENTER:	-114,283.54	-117,763.08	-145,469.89	-131,103.00	-145,441.50	-14,338.50	10.94%	-145,441.50	0.00	0.00%
Department: 45400 - BAND										
Revenue										
33 - INTERGOVERNMENTAL	4,309.08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	2,375.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	6,684.08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	7,543.50	3,600.00	3,600.00	4,000.00	4,000.00	0.00	0.00%	4,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	765.49	457.40	351.40	487.00	423.00	-64.00	-13.14%	423.00	0.00	0.00%
53 - PURCHASED SERVICES	12.00	11.00	9.00	13.00	6.00	-7.00	-53.85%	6.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	288.17	1,507.93	504.10	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
Total Expense:	8,609.16	5,576.33	4,464.50	6,500.00	6,429.00	-71.00	-1.09%	6,429.00	0.00	0.00%
Total Department: 45400 - BAND:	-1,925.08	-5,576.33	-4,464.50	-6,500.00	-6,429.00	71.00	-1.09%	-6,429.00	0.00	0.00%
Department: 45500 - LIBRARY										
Expense										
58 - OTHER EXPENDITURES	696,559.00	720,625.00	746,180.00	746,180.00	789,088.00	42,908.00	5.75%	789,088.00	0.00	0.00%
Total Expense:	696,559.00	720,625.00	746,180.00	746,180.00	789,088.00	42,908.00	5.75%	789,088.00	0.00	0.00%
Total Department: 45500 - LIBRARY:	696,559.00	720,625.00	746,180.00	746,180.00	789,088.00	42,908.00	5.75%	789,088.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Department: 45600 - COMMUNITY EDUCATION										
Revenue										
33 - INTERGOVERNMENTAL	0.00	0.00	25,625.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	41,718.75	35,892.00	40,046.00	50,000.00	50,000.00	0.00	0.00%	50,000.00	0.00	0.00%
36 - MISCELLANEOUS	1,050.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	42,768.75	35,892.00	65,671.00	50,000.00	50,000.00	0.00	0.00%	50,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	81,254.44	88,926.56	94,882.62	110,164.00	115,724.40	5,560.40	5.05%	115,724.40	0.00	0.00%
52 - EMPLOYEE BENEFITS	17,210.46	22,893.48	37,580.27	44,066.00	48,646.81	4,580.81	10.40%	48,658.20	11.39	0.02%
53 - PURCHASED SERVICES	12,337.10	15,066.04	41,546.07	19,700.00	18,000.00	-1,700.00	-8.63%	18,000.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	18,125.30	18,706.49	1,293.04	5,100.00	5,000.00	-100.00	-1.96%	5,000.00	0.00	0.00%
58 - OTHER EXPENDITURES	120.00	125.00	4,550.00	930.00	930.00	0.00	0.00%	930.00	0.00	0.00%
Total Expense:	129,047.30	145,717.57	179,852.00	179,960.00	188,301.21	8,341.21	4.64%	188,312.60	11.39	0.01%
Total Department: 45600 - COMMUNITY EDUCATION:	-86,278.55	-109,825.57	-114,181.00	-129,960.00	-138,301.21	-8,341.21	6.42%	-138,312.60	-11.39	0.01%
Department: 45700 - RECREATION										
Revenue										
34 - CHARGES FOR SERVICES	260,028.73	262,197.17	273,582.41	245,000.00	255,000.00	10,000.00	4.08%	255,000.00	0.00	0.00%
36 - MISCELLANEOUS	684.40	28,301.64	15,744.56	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
Total Revenue:	260,713.13	290,498.81	289,326.97	247,000.00	257,000.00	10,000.00	4.05%	257,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	165,630.37	183,924.46	178,346.21	158,305.00	170,662.40	12,357.40	7.81%	170,662.40	0.00	0.00%
52 - EMPLOYEE BENEFITS	25,881.50	30,869.27	26,914.60	31,672.00	33,498.51	1,826.51	5.77%	33,498.51	0.00	0.00%
53 - PURCHASED SERVICES	39,893.87	46,476.54	53,793.00	42,700.00	43,700.00	1,000.00	2.34%	43,700.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	39,041.85	43,033.84	31,573.58	39,000.00	39,500.00	500.00	1.28%	39,500.00	0.00	0.00%
58 - OTHER EXPENDITURES	213.62	3,584.44	3,661.44	1,265.00	4,265.00	3,000.00	237.15%	4,265.00	0.00	0.00%
Total Expense:	270,661.21	307,888.55	294,288.83	272,942.00	291,625.91	18,683.91	6.85%	291,625.91	0.00	0.00%
Total Department: 45700 - RECREATION:	-9,948.08	-17,389.74	-4,961.86	-25,942.00	-34,625.91	-8,683.91	33.47%	-34,625.91	0.00	0.00%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	375,000.00	424,625.00	400,000.00	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%
Total Revenue:	375,000.00	424,625.00	400,000.00	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%
Expense										
59 - OTHER FINANCING USES	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	306,255.37	373,369.63	400,000.00	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%
Total Fund: 101 - GENERAL FUND:	-503,533.17	2,300,842.24	-695,364.11	0.00	-24,999.84	-24,999.84	0.00%	-25,000.00	-0.16	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)	2025 FINAL	Increase / (Decrease)		
Fund: 208 - EDA ADMINISTRATION										
Department: 46300 - ECONOMIC DEVELOPMENT AUTHORITY										
Revenue										
31 - TAXES	149,968.22	173,857.20	172,028.79	173,486.00	175,000.00	1,514.00	0.87%	175,000.00	0.00	0.00%
33 - INTERGOVERNMENTAL	0.00	74,506.00	36,253.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	1,600.00	1,800.00	0.00	2,500.00	2,000.00	-500.00	-20.00%	2,000.00	0.00	0.00%
36 - MISCELLANEOUS	-28,395.86	83,572.78	64,338.72	18,584.00	36,689.00	18,105.00	97.42%	36,689.00	0.00	0.00%
Total Revenue:	123,172.36	333,735.98	272,620.51	194,570.00	213,689.00	19,119.00	9.83%	213,689.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	104,529.80	105,379.53	107,749.89	114,124.00	119,668.64	5,544.64	4.86%	119,294.24	-374.40	-0.31%
52 - EMPLOYEE BENEFITS	34,500.05	42,420.89	40,987.44	47,870.00	51,262.61	3,392.61	7.09%	51,217.76	-44.85	-0.09%
53 - PURCHASED SERVICES	9,438.22	8,236.99	85,334.80	22,276.00	27,132.00	4,856.00	21.80%	27,207.00	75.00	0.28%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	667.58	498.38	579.57	500.00	350.00	-150.00	-30.00%	350.00	0.00	0.00%
58 - OTHER EXPENDITURES	8,518.00	8,848.00	6,723.00	9,800.00	8,348.00	-1,452.00	-14.82%	8,348.00	0.00	0.00%
Total Expense:	157,653.65	165,383.79	241,374.70	194,570.00	206,761.25	12,191.25	6.27%	206,417.00	-344.25	-0.17%
Total Department: 46300 - ECONOMIC DEVELOPMENT AUTH...	-34,481.29	168,352.19	31,245.81	0.00	6,927.75	6,927.75	0.00%	7,272.00	344.25	4.97%
Total Fund: 208 - EDA ADMINISTRATION:	-34,481.29	168,352.19	31,245.81	0.00	6,927.75	6,927.75	0.00%	7,272.00	344.25	4.97%
Fund: 258 - RED BARON ARENA										
Department: 45900 - AMATEUR SPORTS CENTER										
Revenue										
34 - CHARGES FOR SERVICES	562.00	6,745.00	480.00	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
36 - MISCELLANEOUS	220,958.12	258,758.26	268,791.45	211,940.00	220,703.00	8,763.00	4.13%	220,914.27	211.27	0.10%
Total Revenue:	221,520.12	265,503.26	269,271.45	212,440.00	221,203.00	8,763.00	4.12%	221,414.27	211.27	0.10%
Expense										
51 - SALARIES & WAGES	273,507.20	268,645.21	282,973.22	299,164.00	318,180.82	19,016.82	6.36%	318,180.82	0.00	0.00%
52 - EMPLOYEE BENEFITS	101,432.14	102,795.91	106,087.73	119,828.00	128,776.98	8,948.98	7.47%	128,806.45	29.47	0.02%
53 - PURCHASED SERVICES	392,848.27	373,075.67	353,695.34	390,785.00	400,661.00	9,876.00	2.53%	400,855.00	194.00	0.05%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	31,467.64	27,492.40	26,809.86	46,600.00	46,600.00	0.00	0.00%	46,600.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,483.25	1,765.75	2,088.75	775.00	755.00	-20.00	-2.58%	755.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	0.00	0.00	0.00	21,267.00	21,267.00	0.00%	21,267.00	0.00	0.00%
Total Expense:	800,738.50	773,774.94	771,654.90	857,152.00	916,240.80	59,088.80	6.89%	916,464.27	223.47	0.02%
Total Department: 45900 - AMATEUR SPORTS CENTER:	-579,218.38	-508,271.68	-502,383.45	-644,712.00	-695,037.80	-50,325.80	7.81%	-695,050.00	-12.20	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	608,850.00	643,000.00	644,712.00	644,712.00	695,050.00	50,338.00	7.81%	695,050.00	0.00	0.00%
Total Revenue:	608,850.00	643,000.00	644,712.00	644,712.00	695,050.00	50,338.00	7.81%	695,050.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	608,850.00	643,000.00	644,712.00	644,712.00	695,050.00	50,338.00	7.81%	695,050.00	0.00	0.00%
Total Fund: 258 - RED BARON ARENA:	29,631.62	134,728.32	142,328.55	0.00	12.20	12.20	0.00%	0.00	-12.20	-100.00%
Fund: 270 - MERIT										
Department: 42600 - MERIT OPERATIONS										
Revenue										
33 - INTERGOVERNMENTAL	2,000.00	0.00	50.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	8,400.00	0.00	275.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	40,596.48	50,303.27	50,717.09	43,682.00	47,739.00	4,057.00	9.29%	47,725.66	-13.34	-0.03%
Total Revenue:	50,996.48	50,303.27	51,042.09	43,682.00	47,739.00	4,057.00	9.29%	47,725.66	-13.34	-0.03%
Expense										
51 - SALARIES & WAGES	78,178.13	60,115.33	60,139.16	68,179.00	72,158.00	3,979.00	5.84%	72,158.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	32,485.39	32,000.93	29,159.55	35,386.00	37,979.27	2,593.27	7.33%	37,990.66	11.39	0.03%
53 - PURCHASED SERVICES	82,723.28	67,010.50	80,035.71	93,045.00	96,794.00	3,749.00	4.03%	96,797.00	3.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	5,246.65	5,746.91	2,750.50	11,300.00	11,300.00	0.00	0.00%	11,300.00	0.00	0.00%
55 - CAPITAL	8,039.21	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	2,171.59	1,864.17	2,355.42	2,030.00	2,530.00	500.00	24.63%	2,530.00	0.00	0.00%
Total Expense:	208,844.25	166,737.84	174,440.34	209,940.00	220,761.27	10,821.27	5.15%	220,775.66	14.39	0.01%
Total Department: 42600 - MERIT OPERATIONS:	-157,847.77	-116,434.57	-123,398.25	-166,258.00	-173,022.27	-6,764.27	4.07%	-173,050.00	-27.73	0.02%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	174,375.00	171,500.00	166,258.00	166,258.00	173,050.00	6,792.00	4.09%	173,050.00	0.00	0.00%
Total Revenue:	174,375.00	171,500.00	166,258.00	166,258.00	173,050.00	6,792.00	4.09%	173,050.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	174,375.00	171,500.00	166,258.00	166,258.00	173,050.00	6,792.00	4.09%	173,050.00	0.00	0.00%
Total Fund: 270 - MERIT:	16,527.23	55,065.43	42,859.75	0.00	27.73	27.73	0.00%	0.00	-27.73	-100.00%
Fund: 401 - CAPITAL EQUIPMENT FUND										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
31 - TAXES	300,261.76	151,515.55	296,692.83	300,000.00	500,000.00	200,000.00	66.67%	500,000.00	0.00	0.00%
33 - INTERGOVERNMENTAL	0.00	182,850.00	172,150.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	150,080.70	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	500,342.46	334,365.55	468,842.83	300,000.00	500,000.00	200,000.00	66.67%	500,000.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Expense										
53 - PURCHASED SERVICES	1,154.60	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	72,344.63	53,608.23	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	73,499.23	53,608.23	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	426,843.23	280,757.32	468,842.83	300,000.00	500,000.00	200,000.00	66.67%	500,000.00	0.00	0.00%
Department: 41200 - CABLE COMMISSION										
Revenue										
31 - TAXES	19,845.00	26,030.26	13,908.00	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%
Total Revenue:	19,845.00	26,030.26	13,908.00	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	2,255.00	2,255.00	5,519.71	2,500.00	2,500.00	0.00	0.00%	2,500.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	3,090.00	3,124.02	31,262.00	4,000.00	4,000.00	0.00	0.00%	4,000.00	0.00	0.00%
55 - CAPITAL	6,500.00	13,801.47	0.00	13,500.00	10,000.00	-3,500.00	-25.93%	10,000.00	0.00	0.00%
Total Expense:	11,845.00	19,180.49	36,781.71	20,000.00	16,500.00	-3,500.00	-17.50%	16,500.00	0.00	0.00%
Total Department: 41200 - CABLE COMMISSION:	8,000.00	6,849.77	-22,873.71	0.00	3,500.00	3,500.00	0.00%	3,500.00	0.00	0.00%
Department: 42100 - POLICE ADMINISTRATION										
Expense										
55 - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	136,000.00	136,000.00	0.00%
Total Expense:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	136,000.00	136,000.00	0.00%
Total Department: 42100 - POLICE ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	136,000.00	136,000.00	0.00%
Department: 42400 - FIRE SERVICES										
Expense										
55 - CAPITAL	0.00	32,850.00	40,045.21	36,000.00	0.00	-36,000.00	-100.00%	21,000.00	21,000.00	0.00%
Total Expense:	0.00	32,850.00	40,045.21	36,000.00	0.00	-36,000.00	-100.00%	21,000.00	21,000.00	0.00%
Total Department: 42400 - FIRE SERVICES:	0.00	32,850.00	40,045.21	36,000.00	0.00	-36,000.00	-100.00%	21,000.00	21,000.00	0.00%
Department: 43100 - ENGINEERING										
Expense										
55 - CAPITAL	24,712.19	0.00	39,413.29	39,500.00	0.00	-39,500.00	-100.00%	47,000.00	47,000.00	0.00%
Total Expense:	24,712.19	0.00	39,413.29	39,500.00	0.00	-39,500.00	-100.00%	47,000.00	47,000.00	0.00%
Total Department: 43100 - ENGINEERING:	24,712.19	0.00	39,413.29	39,500.00	0.00	-39,500.00	-100.00%	47,000.00	47,000.00	0.00%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
33 - INTERGOVERNMENTAL	0.00	1,250,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	0.00	0.00	2,864.49	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
39 - OTHER FINANCING REVENUE	50,510.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	50,510.00	1,250,000.00	2,864.49	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	12,480.00	8,685.05	64.49	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	627.00	646.00	299.10	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	360,645.00	1,453,711.89	91,772.93	322,200.00	0.00	-322,200.00	-100.00%	226,720.00	226,720.00	0.00%
Total Expense:	373,752.00	1,463,042.94	92,136.52	322,200.00	0.00	-322,200.00	-100.00%	226,720.00	226,720.00	0.00%
Total Department: 43300 - STREET ADMINISTRATION:	-323,242.00	-213,042.94	-89,272.03	-322,200.00	0.00	322,200.00	-100.00%	-226,720.00	-226,720.00	0.00%
Department: 43400 - AIRPORT										
Revenue										
33 - INTERGOVERNMENTAL	0.00	0.00	134,252.67	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	0.00	134,252.67	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	19,628.02	6,532.20	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	12,412.12	73,498.86	184,064.79	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	32,040.14	80,031.06	184,064.79	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 43400 - AIRPORT:	-32,040.14	-80,031.06	-49,812.12	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Department: 45200 - PARKS										
Revenue										
36 - MISCELLANEOUS	0.00	0.00	100.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	12,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	12,500.00	0.00	100.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	10,612.80	0.00	1,000.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	1,365.98	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	291,219.21	72,298.20	92,225.59	102,300.00	0.00	-102,300.00	-100.00%	77,500.00	77,500.00	0.00%
Total Expense:	301,832.01	73,664.18	93,225.59	102,300.00	0.00	-102,300.00	-100.00%	77,500.00	77,500.00	0.00%
Total Department: 45200 - PARKS:	-289,332.01	-73,664.18	-93,125.59	-102,300.00	0.00	102,300.00	-100.00%	-77,500.00	-77,500.00	0.00%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Fund: 401 - CAPITAL EQUIPMENT FUND:	-165,738.48	-60,725.72	134,300.88	-200,000.00	503,500.00	703,500.00	-351.75%	-4,720.00	-508,220.00	-100.94%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Fund: 495 - PUBLIC IMPROVE REVOLVING										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
31 - TAXES	434,195.80	365,297.20	473,074.89	456,900.00	450,000.00	-6,900.00	-1.51%	450,000.00	0.00	0.00%
33 - INTERGOVERNMENTAL	28,430.00	384,200.28	7,000.00	7,011.00	49,650.00	42,639.00	608.17%	49,650.00	0.00	0.00%
36 - MISCELLANEOUS	-511.16	30,377.28	17,449.41	6,450.00	14,401.00	7,951.00	123.27%	14,401.00	0.00	0.00%
Total Revenue:	462,114.64	779,874.76	497,524.30	470,361.00	514,051.00	43,690.00	9.29%	514,051.00	0.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	462,114.64	779,874.76	497,524.30	470,361.00	514,051.00	43,690.00	9.29%	514,051.00	0.00	0.00%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
36 - MISCELLANEOUS	441,976.01	74,210.72	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	441,976.01	74,210.72	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	32,181.95	3,629.14	2,299.24	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	608.00	598.20	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	1,145,955.15	635,144.59	533,195.76	650,000.00	650,000.00	0.00	0.00%	650,000.00	0.00	0.00%
Total Expense:	1,178,137.10	639,381.73	536,093.20	650,000.00	650,000.00	0.00	0.00%	650,000.00	0.00	0.00%
Total Department: 43300 - STREET ADMINISTRATION:	-736,161.09	-565,171.01	-536,093.20	-650,000.00	-650,000.00	0.00	0.00%	-650,000.00	0.00	0.00%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	0.00	0.00	761,456.41	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	0.00	761,456.41	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	0.00	0.00	761,456.41	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Fund: 495 - PUBLIC IMPROVE REVOLVING:	-274,046.45	214,703.75	722,887.51	-179,639.00	-135,949.00	43,690.00	-24.32%	-135,949.00	0.00	0.00%
Fund: 602 - WASTE WATER OPERATING										
Department: 47000 - DEBT SERVICE										
Expense										
53 - PURCHASED SERVICES	0.00	873.25	646.84	874.00	660.00	-214.00	-24.49%	660.00	0.00	0.00%
56 - DEBT SERVICE	255,818.01	222,015.10	202,061.26	205,162.00	172,146.88	-33,015.12	-16.09%	172,146.88	0.00	0.00%
Total Expense:	255,818.01	222,888.35	202,708.10	206,036.00	172,806.88	-33,229.12	-16.13%	172,806.88	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:	255,818.01	222,888.35	202,708.10	206,036.00	172,806.88	-33,229.12	-16.13%	172,806.88	0.00	0.00%
Department: 49500 - WASTE WATER										
Revenue										
31 - TAXES	0.00	4,131.80	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
33 - INTERGOVERNMENTAL	55,265.20	46,356.00	43,286.93	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	-73,109.63	417,805.37	288,792.98	112,469.00	189,336.58	76,867.58	68.35%	189,336.58	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)	2025 FINAL	Increase / (Decrease)		
37 - PROPRIETARY OPERATING	5,394,818.79	5,558,951.07	4,791,408.88	5,682,500.00	6,077,798.00	395,298.00	6.96%	6,077,798.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	32,696.17	32,696.17	479,441.64	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	5,409,670.53	6,059,940.41	5,602,930.43	5,794,969.00	6,267,134.58	472,165.58	8.15%	6,267,134.58	0.00	0.00%
Expense										
51 - SALARIES & WAGES	906,548.65	886,465.37	919,421.25	946,684.00	993,342.53	46,658.53	4.93%	993,342.53	0.00	0.00%
52 - EMPLOYEE BENEFITS	307,611.62	515,533.75	356,949.25	419,611.00	448,855.84	29,244.84	6.97%	448,964.60	108.76	0.02%
53 - PURCHASED SERVICES	1,023,319.56	1,119,786.86	990,631.22	1,160,100.00	1,195,771.00	35,671.00	3.07%	1,196,392.00	621.00	0.05%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	413,411.67	561,848.44	523,779.65	542,325.00	602,470.00	60,145.00	11.09%	602,470.00	0.00	0.00%
55 - CAPITAL	1,890,646.52	1,790,190.84	474,808.22	1,725,408.00	1,627,750.00	-97,658.00	-5.66%	1,627,750.00	0.00	0.00%
58 - OTHER EXPENDITURES	159,887.56	83,232.56	133,032.52	71,697.00	96,610.67	24,913.67	34.75%	96,610.67	0.00	0.00%
59 - OTHER FINANCING USES	5,520.00	9,450.00	6,180.00	6,180.00	9,446.00	3,266.00	52.85%	9,446.00	0.00	0.00%
Total Expense:	4,706,945.58	4,966,507.82	3,404,802.11	4,872,005.00	4,974,246.04	102,241.04	2.10%	4,974,975.80	729.76	0.01%
Total Department: 49500 - WASTE WATER:	702,724.95	1,093,432.59	2,198,128.32	922,964.00	1,292,888.54	369,924.54	40.08%	1,292,158.78	-729.76	-0.06%
Department: 49900 - TRANSFERS										
Expense										
59 - OTHER FINANCING USES	0.00	0.00	0.00	0.00	55,747.24	55,747.24	0.00%	55,747.24	0.00	0.00%
Total Expense:	0.00	0.00	0.00	0.00	55,747.24	55,747.24	0.00%	55,747.24	0.00	0.00%
Total Department: 49900 - TRANSFERS:	0.00	0.00	0.00	0.00	55,747.24	55,747.24	0.00%	55,747.24	0.00	0.00%
Total Fund: 602 - WASTE WATER OPERATING:	446,906.94	870,544.24	1,995,420.22	716,928.00	1,064,334.42	347,406.42	48.46%	1,063,604.66	-729.76	-0.07%
Fund: 609 - LIQUOR										
Department: 47000 - DEBT SERVICE										
Expense										
56 - DEBT SERVICE	56,078.33	50,338.13	44,872.50	44,873.00	38,317.50	-6,555.50	-14.61%	38,317.50	0.00	0.00%
Total Expense:	56,078.33	50,338.13	44,872.50	44,873.00	38,317.50	-6,555.50	-14.61%	38,317.50	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:	56,078.33	50,338.13	44,872.50	44,873.00	38,317.50	-6,555.50	-14.61%	38,317.50	0.00	0.00%
Department: 49700 - LIQUOR OPERATIONS										
Revenue										
35 - FINES & FORFEITURES	120.00	150.33	90.00	0.00	100.00	100.00	0.00%	100.00	0.00	0.00%
36 - MISCELLANEOUS	-9,464.27	118,987.35	67,877.04	25,599.00	47,629.00	22,030.00	86.06%	47,629.00	0.00	0.00%
37 - PROPRIETARY OPERATING	7,078,147.91	7,376,044.41	6,804,370.41	7,325,335.00	7,754,467.00	429,132.00	5.86%	7,754,467.00	0.00	0.00%
Total Revenue:	7,068,803.64	7,495,182.09	6,872,337.45	7,350,934.00	7,802,196.00	451,262.00	6.14%	7,802,196.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	428,771.65	426,753.60	437,045.42	483,786.00	518,789.47	35,003.47	7.24%	518,789.47	0.00	0.00%
52 - EMPLOYEE BENEFITS	181,539.23	141,417.58	135,541.87	157,123.00	176,250.66	19,127.66	12.17%	176,286.67	36.01	0.02%
53 - PURCHASED SERVICES	129,707.91	91,928.44	105,397.19	95,823.00	102,272.00	6,449.00	6.73%	102,476.00	204.00	0.20%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	107,204.24	125,012.86	91,105.64	112,750.00	112,750.00	0.00	0.00%	112,750.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
55 - CAPITAL	88,033.00	93,953.00	0.00	84,345.00	91,460.00	7,115.00	8.44%	91,460.00	0.00	0.00%
58 - OTHER EXPENDITURES	119,374.30	142,828.46	141,568.39	106,400.00	107,640.00	1,240.00	1.17%	107,640.00	0.00	0.00%
Total Expense:	1,054,630.33	1,021,893.94	910,658.51	1,040,227.00	1,109,162.13	68,935.13	6.63%	1,109,402.14	240.01	0.02%
Total Department: 49700 - LIQUOR OPERATIONS:	6,014,173.31	6,473,288.15	5,961,678.94	6,310,707.00	6,693,033.87	382,326.87	6.06%	6,692,793.86	-240.01	0.00%
Department: 49701 - LIQUOR OPERATIONS										
Expense										
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	5,070,369.97	5,256,596.72	4,840,320.86	5,150,501.00	5,504,296.00	353,795.00	6.87%	5,504,296.00	0.00	0.00%
Total Expense:	5,070,369.97	5,256,596.72	4,840,320.86	5,150,501.00	5,504,296.00	353,795.00	6.87%	5,504,296.00	0.00	0.00%
Total Department: 49701 - LIQUOR OPERATIONS:	5,070,369.97	5,256,596.72	4,840,320.86	5,150,501.00	5,504,296.00	353,795.00	6.87%	5,504,296.00	0.00	0.00%
Department: 49900 - TRANSFERS										
Expense										
59 - OTHER FINANCING USES	575,000.00	774,625.00	600,000.00	600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Expense:	575,000.00	774,625.00	600,000.00	600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	575,000.00	774,625.00	600,000.00	600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Fund: 609 - LIQUOR:	312,725.01	391,728.30	476,485.58	515,333.00	550,420.37	35,087.37	6.81%	550,180.36	-240.01	-0.04%
Fund: 630 - SURFACE WATER MGT UTILITY										
Department: 47000 - DEBT SERVICE										
Expense										
53 - PURCHASED SERVICES	0.00	538.60	471.50	630.00	532.00	-98.00	-15.56%	532.00	0.00	0.00%
56 - DEBT SERVICE	88,072.93	120,730.38	163,455.58	163,474.00	139,884.85	-23,589.15	-14.43%	139,884.85	0.00	0.00%
Total Expense:	88,072.93	121,268.98	163,927.08	164,104.00	140,416.85	-23,687.15	-14.43%	140,416.85	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:	88,072.93	121,268.98	163,927.08	164,104.00	140,416.85	-23,687.15	-14.43%	140,416.85	0.00	0.00%
Department: 49600 - STORM WATER										
Revenue										
31 - TAXES	3,354.17	-3,676.93	7,403.64	4,600.00	4,000.00	-600.00	-13.04%	4,000.00	0.00	0.00%
32 - LICENSES & PERMITS	2,995.00	4,770.00	5,010.00	3,000.00	3,500.00	500.00	16.67%	3,500.00	0.00	0.00%
36 - MISCELLANEOUS	-30,694.67	129,896.16	88,326.14	20,974.00	42,780.00	21,806.00	103.97%	42,780.00	0.00	0.00%
37 - PROPRIETARY OPERATING	1,280,132.54	1,276,263.42	967,720.00	1,310,586.00	1,336,798.00	26,212.00	2.00%	1,336,798.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	23,662.63	46,871.27	469,013.86	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	1,279,449.67	1,454,123.92	1,537,473.64	1,339,160.00	1,387,078.00	47,918.00	3.58%	1,387,078.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	447,585.08	438,472.42	422,212.41	410,058.00	416,309.00	6,251.00	1.52%	416,309.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	10,263.34	4,943.48	911.68	15,375.00	15,200.00	-175.00	-1.14%	15,200.00	0.00	0.00%
55 - CAPITAL	1,011,129.57	995,610.39	2,499.61	670,529.00	887,730.00	217,201.00	32.39%	887,730.00	0.00	0.00%
58 - OTHER EXPENDITURES	45,341.12	29,091.25	6,761.79	8,820.00	8,820.00	0.00	0.00%	8,820.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Total Expense:	1,514,319.11	1,468,117.54	432,385.49	1,104,782.00	1,328,059.00	223,277.00	20.21%	1,328,059.00	0.00	0.00%
Total Department: 49600 - STORM WATER:	-234,869.44	-13,993.62	1,105,088.15	234,378.00	59,019.00	-175,359.00	-74.82%	59,019.00	0.00	0.00%
Department: 49900 - TRANSFERS										
Expense										
59 - OTHER FINANCING USES	0.00	0.00	0.00	0.00	49,023.21	49,023.21	0.00%	49,023.21	0.00	0.00%
Total Expense:	0.00	0.00	0.00	0.00	49,023.21	49,023.21	0.00%	49,023.21	0.00	0.00%
Total Department: 49900 - TRANSFERS:	0.00	0.00	0.00	0.00	49,023.21	49,023.21	0.00%	49,023.21	0.00	0.00%
Total Fund: 630 - SURFACE WATER MGT UTILITY:	-322,942.37	-135,262.60	941,161.07	70,274.00	-130,421.06	-200,695.06	-285.59%	-130,421.06	0.00	0.00%
Fund: 701 - CENTRAL FLEET										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
36 - MISCELLANEOUS	0.00	4,949.56	3,990.61	2,400.00	2,990.00	590.00	24.58%	2,990.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	40,392.00	53,356.00	29,152.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	40,392.00	58,305.56	33,142.61	2,400.00	2,990.00	590.00	24.58%	2,990.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	0.00	400.00	395.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	56,045.68	17,065.56	1,053.71	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	41,781.38	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
56 - DEBT SERVICE	0.00	108,933.05	147,956.56	130,474.00	0.00	-130,474.00	-100.00%	210,355.00	210,355.00	0.00%
58 - OTHER EXPENDITURES	2,820.09	-39,230.13	46,202.82	48,606.00	0.00	-48,606.00	-100.00%	0.00	0.00	0.00%
Total Expense:	100,647.15	87,168.48	195,608.09	179,080.00	0.00	-179,080.00	-100.00%	210,355.00	210,355.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	-60,255.15	-28,862.92	-162,465.48	-176,680.00	2,990.00	179,670.00	-101.69%	-207,365.00	-210,355.00	-7,035.28%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	59,292.00	106,170.00	178,580.00	178,580.00	317,835.00	139,255.00	77.98%	317,835.00	0.00	0.00%
Total Revenue:	59,292.00	106,170.00	178,580.00	178,580.00	317,835.00	139,255.00	77.98%	317,835.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	59,292.00	106,170.00	178,580.00	178,580.00	317,835.00	139,255.00	77.98%	317,835.00	0.00	0.00%
Total Fund: 701 - CENTRAL FLEET:	-963.15	77,307.08	16,114.52	1,900.00	320,825.00	318,925.00	16,785.53%	110,470.00	-210,355.00	-65.57%
Report Total:	-495,914.11	4,017,283.23	3,807,439.78	924,796.00	2,154,677.57	1,229,881.57	132.99%	1,435,436.96	-719,240.61	-33.38%

Budget Comparison Report

Fund Summary

Fund	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Dec 11	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)	2025 FINAL	Increase / (Decrease)		
101 - GENERAL FUND	-503,533.17	2,300,842.24	-695,364.11	0.00	-24,999.84	-24,999.84	0.00%	-25,000.00	-0.16	0.00%
208 - EDA ADMINISTRATION	-34,481.29	168,352.19	31,245.81	0.00	6,927.75	6,927.75	0.00%	7,272.00	344.25	4.97%
258 - RED BARON ARENA	29,631.62	134,728.32	142,328.55	0.00	12.20	12.20	0.00%	0.00	-12.20	-100.00%
270 - MERIT	16,527.23	55,065.43	42,859.75	0.00	27.73	27.73	0.00%	0.00	-27.73	-100.00%
401 - CAPITAL EQUIPMENT FUND	-165,738.48	-60,725.72	134,300.88	-200,000.00	503,500.00	703,500.00	-351.75%	-4,720.00	-508,220.00	-100.94%
495 - PUBLIC IMPROVE REVOLVING	-274,046.45	214,703.75	722,887.51	-179,639.00	-135,949.00	43,690.00	-24.32%	-135,949.00	0.00	0.00%
602 - WASTE WATER OPERATING	446,906.94	870,544.24	1,995,420.22	716,928.00	1,064,334.42	347,406.42	48.46%	1,063,604.66	-729.76	-0.07%
609 - LIQUOR	312,725.01	391,728.30	476,485.58	515,333.00	550,420.37	35,087.37	6.81%	550,180.36	-240.01	-0.04%
630 - SURFACE WATER MGT UTILITY	-322,942.37	-135,262.60	941,161.07	70,274.00	-130,421.06	-200,695.06	-285.59%	-130,421.06	0.00	0.00%
701 - CENTRAL FLEET	-963.15	77,307.08	16,114.52	1,900.00	320,825.00	318,925.00	16,785.53%	110,470.00	-210,355.00	-65.57%
Report Total:	-495,914.11	4,017,283.23	3,807,439.78	924,796.00	2,154,677.57	1,229,881.57	132.99%	1,435,436.96	-719,240.61	-33.38%

Dept #	Department		2022 Actual	2023 Actual	2024 Budget	2025 Budget	\$ Increase (Decrease)	% Change
GENERAL FUND - 101								
00000	General Government	Revenues and Other Financing Sources	\$ 9,943,857.34	\$ 11,644,081.00	\$ 11,624,066.00	\$ 12,090,864.86	\$ 466,798.86	4.02%
		Expenditures and Other Financing Uses	363,535.23	386,268.63	394,350.00	395,909.00	1,559.00	0.40%
		Net	\$ 9,580,322.11	\$ 11,257,812.37	\$ 11,229,716.00	\$ 11,694,955.86	\$ 465,239.86	
41100	Mayor & Council	Revenues and Other Financing Sources	\$ 33,578.79	\$ 12,905.59	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	204,974.33	169,368.89	207,087.00	176,345.37	(30,741.63)	-14.84%
		Net	\$ (171,395.54)	\$ (156,463.30)	\$ (207,087.00)	\$ (176,345.37)	\$ 30,741.63	
41200	Cable Commission	Revenues and Other Financing Sources	\$ 493.00	\$ 1,947.00	\$ 100.00	\$ 100.00	\$ -	
		Expenditures and Other Financing Uses	224,109.42	231,933.05	256,123.00	276,125.73	20,002.73	7.81%
		Net	\$ (223,616.42)	\$ (229,986.05)	\$ (256,023.00)	\$ (276,025.73)	\$ (20,002.73)	
41300	City Administration	Revenues and Other Financing Sources	\$ 55,645.00	\$ 73,539.42	\$ 48,245.00	\$ 61,175.00	\$ 12,930.00	26.80%
		Expenditures and Other Financing Uses	550,350.97	588,396.77	683,702.00	714,919.56	31,217.56	4.57%
		Net	\$ (494,705.97)	\$ (514,857.35)	\$ (635,457.00)	\$ (653,744.56)	\$ (18,287.56)	
41400	Finance	Revenues and Other Financing Sources	\$ 708.51	\$ 252.94	\$ 650.00	\$ 650.00	\$ -	
		Expenditures and Other Financing Uses	462,693.20	483,629.97	551,205.00	553,653.75	2,448.75	0.44%
		Net	\$ (461,984.69)	\$ (483,377.03)	\$ (550,555.00)	\$ (553,003.75)	\$ (2,448.75)	
41500	Assessing	Revenues and Other Financing Sources	\$ 310.00	\$ 357.22	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	374,102.30	375,356.04	395,568.00	376,926.64	(18,641.36)	-4.71%
		Net	\$ (373,792.30)	\$ (374,998.82)	\$ (395,568.00)	\$ (376,926.64)	\$ 18,641.36	
41600	Legal	Revenues and Other Financing Sources	\$ -	\$ 1,926.61	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	142,017.48	195,654.65	175,597.00	216,820.00	41,223.00	23.48%
		Net	\$ (142,017.48)	\$ (193,728.04)	\$ (175,597.00)	\$ (216,820.00)	\$ (41,223.00)	
41700	Building Maintenance	Revenues and Other Financing Sources	\$ 74,614.17	\$ 39,791.16	\$ 52,860.00	\$ 53,310.00	\$ 450.00	0.85%
		Expenditures and Other Financing Uses	302,424.52	284,381.36	361,189.00	389,683.88	28,494.88	7.89%
		Net	\$ (227,810.35)	\$ (244,590.20)	\$ (308,329.00)	\$ (336,373.88)	\$ (28,044.88)	
41750	Adult Community Center	Revenues and Other Financing Sources	\$ 23,988.99	\$ 32,062.00	\$ 18,600.00	\$ 21,700.00	\$ 3,100.00	16.67%
		Expenditures and Other Financing Uses	219,240.62	169,239.13	212,074.00	208,669.87	(3,404.13)	-1.61%
		Net	\$ (195,251.63)	\$ (137,177.13)	\$ (193,474.00)	\$ (186,969.87)	\$ 6,504.13	
41800	Information Technology	Revenues and Other Financing Sources	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	
		Expenditures and Other Financing Uses	175,965.09	175,393.29	165,965.00	176,989.00	11,024.00	6.64%
		Net	\$ (168,965.09)	\$ (168,393.29)	\$ (158,965.00)	\$ (169,989.00)	\$ (11,024.00)	
42100	Police Administration	Revenues and Other Financing Sources	\$ 753,386.74	\$ 1,357,117.26	\$ 707,900.00	\$ 716,540.00	\$ 8,640.00	1.22%
		Expenditures and Other Financing Uses	3,653,573.29	3,388,149.86	3,894,100.00	4,127,818.75	233,718.75	6.00%
		Net	\$ (2,900,186.55)	\$ (2,031,032.60)	\$ (3,186,200.00)	\$ (3,411,278.75)	\$ (225,078.75)	
42200	Chemical Assessment Team	Revenues and Other Financing Sources	\$ 56,214.67	\$ 83,656.30	\$ 80,000.00	\$ 60,000.00	\$ (20,000.00)	-25.00%
		Expenditures and Other Financing Uses	60,733.94	87,774.54	80,000.00	60,000.00	(20,000.00)	-25.00%
		Net	\$ (4,519.27)	\$ (4,118.24)	\$ -	\$ -	\$ -	
Item 26.	Emergency Management System	Revenues and Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	10,560.74	9,789.00	19,569.00	20,370.00	801.00	

Dept #	Department		2022	2023	2024	2025	\$ Increase (Decrease)	% Change
			Actual	Actual	Budget	Budget		
		Net	\$ (10,560.74)	\$ (9,789.00)	\$ (19,569.00)	\$ (20,370.00)	\$ (801.00)	
42400	Fire Service	Revenues and Other Financing Sources	\$ 266,498.05	\$ 306,896.36	\$ 254,000.00	\$ 280,549.00	\$ 26,549.00	10.45%
		Expenditures and Other Financing Uses	761,460.94	746,715.63	730,433.00	756,072.00	25,639.00	3.51%
		Net	\$ (494,962.89)	\$ (439,819.27)	\$ (476,433.00)	\$ (475,523.00)	\$ 910.00	
42500	Animal Impoundment	Revenues and Other Financing Sources	\$ 1,590.00	\$ 2,628.00	\$ 2,400.00	\$ 2,400.00	\$ -	
		Expenditures and Other Financing Uses	34,334.15	35,425.59	44,908.00	45,453.28	545.28	1.21%
		Net	\$ (32,744.15)	\$ (32,797.59)	\$ (42,508.00)	\$ (43,053.28)	\$ (545.28)	
43100	Engineering	Revenues and Other Financing Sources	\$ 711,046.24	\$ 841,208.19	\$ 776,500.00	\$ 915,500.00	\$ 139,000.00	17.90%
		Expenditures and Other Financing Uses	835,768.63	933,293.49	985,620.00	1,025,016.85	39,396.85	4.00%
		Net	\$ (124,722.39)	\$ (92,085.30)	\$ (209,120.00)	\$ (109,516.85)	\$ 99,603.15	
43200	Community Planning	Revenues and Other Financing Sources	\$ 201,983.44	\$ 255,660.25	\$ 261,000.00	\$ 278,900.00	\$ 17,900.00	6.86%
		Expenditures and Other Financing Uses	535,912.82	535,732.24	572,869.00	591,217.50	18,348.50	3.20%
		Net	\$ (333,929.38)	\$ (280,071.99)	\$ (311,869.00)	\$ (312,317.50)	\$ (448.50)	
43300	Street Admin	Revenues and Other Financing Sources	\$ 185,071.43	\$ 77,358.73	\$ 73,160.00	\$ 73,160.00	\$ -	
		Expenditures and Other Financing Uses	1,541,532.60	1,536,659.86	1,679,294.00	1,801,383.48	122,089.48	7.27%
		Net	\$ (1,356,461.17)	\$ (1,459,301.13)	\$ (1,606,134.00)	\$ (1,728,223.48)	\$ (122,089.48)	
43302	Street Lighting	Revenues and Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	277,315.56	277,521.48	277,522.00	277,522.00	-	
		Net	\$ (277,315.56)	\$ (277,521.48)	\$ (277,522.00)	\$ (277,522.00)	\$ -	
43400	Airport	Revenues and Other Financing Sources	\$ 362,044.67	\$ 520,769.32	\$ 296,600.00	\$ 296,538.95	\$ (61.05)	-0.02%
		Expenditures and Other Financing Uses	751,752.10	804,248.54	719,326.00	767,193.42	47,867.42	6.65%
		Net	\$ (389,707.43)	\$ (283,479.22)	\$ (422,726.00)	\$ (470,654.47)	\$ (47,928.47)	
45100	Community Services	Revenues and Other Financing Sources	\$ 89,615.56	\$ 89,189.06	\$ 90,000.00	\$ 105,515.55	\$ 15,515.55	17.24%
		Expenditures and Other Financing Uses	380,870.70	251,464.29	268,521.00	278,791.10	10,270.10	3.82%
		Net	\$ (291,255.14)	\$ (162,275.23)	\$ (178,521.00)	\$ (173,275.55)	\$ 5,245.45	
45150	After School Programs	Revenues and Other Financing Sources	\$ 17,600.00	\$ -	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	33,058.70	283.00	13,923.00	14,920.00	997.00	7.16%
		Net	\$ (15,458.70)	\$ (283.00)	\$ (13,923.00)	\$ (14,920.00)	\$ (997.00)	
45200	Parks	Revenues and Other Financing Sources	\$ 162,984.48	\$ 147,979.11	\$ 59,000.00	\$ 59,000.00	\$ -	
		Expenditures and Other Financing Uses	952,738.04	930,993.89	1,023,451.00	1,082,205.17	58,754.17	5.74%
		Net	\$ (789,753.56)	\$ (783,014.78)	\$ (964,451.00)	\$ (1,023,205.17)	\$ (58,754.17)	
45300	Aquatic Center	Revenues and Other Financing Sources	\$ 96,311.21	\$ 127,028.17	\$ 114,000.00	\$ 116,000.00	\$ 2,000.00	1.75%
		Expenditures and Other Financing Uses	210,594.75	244,791.25	245,103.00	261,441.50	16,338.50	6.67%
		Net	\$ (114,283.54)	\$ (117,763.08)	\$ (131,103.00)	\$ (145,441.50)	\$ (14,338.50)	
45400	Band	Revenues and Other Financing Sources	\$ 6,684.08	\$ -	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	8,609.16	5,576.33	6,500.00	6,429.00	(71.00)	-1.09%
		Net	\$ (1,925.08)	\$ (5,576.33)	\$ (6,500.00)	\$ (6,429.00)	\$ 71.00	
Item 26.	Library	Revenues and Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	

2025 Recommended Budgets *** 12/17/2024 ***

Dept #	Department	2022 Actual	2023 Actual	2024 Budget	2025 Budget	\$ Increase (Decrease)	% Change
	Expenditures and Other Financing Uses	696,559.00	720,625.00	746,180.00	789,088.00	42,908.00	5.75%
	Net	\$(696,559.00)	\$(720,625.00)	\$(746,180.00)	\$(789,088.00)	\$(42,908.00)	
45600	Community Education						
	Revenues and Other Financing Sources	\$ 42,768.75	\$ 35,892.00	\$ 50,000.00	\$ 50,000.00	\$ -	
	Expenditures and Other Financing Uses	129,047.30	145,717.57	179,960.00	188,312.60	8,352.60	4.64%
	Net	\$(86,278.55)	\$(109,825.57)	\$(129,960.00)	\$(138,312.60)	\$(8,352.60)	
45700	Recreation						
	Revenues and Other Financing Sources	\$ 260,713.13	\$ 290,498.81	\$ 247,000.00	\$ 257,000.00	\$ 10,000.00	4.05%
	Expenditures and Other Financing Uses	270,661.21	307,888.55	272,942.00	291,625.91	18,683.91	6.85%
	Net	\$(9,948.08)	\$(17,389.74)	\$(25,942.00)	\$(34,625.91)	\$(8,683.91)	
49900	Transfers						
	Revenues and Other Financing Sources	\$ 375,000.00	\$ 424,625.00	\$ 400,000.00	\$ 400,000.00	\$ -	
	Expenditures and Other Financing Uses	68,744.63	51,255.37	-	-	-	
	Net	\$ 306,255.37	\$ 373,369.63	\$ 400,000.00	\$ 400,000.00	\$ -	
Net GENERAL FUND							
	Revenues and Other Financing Sources	\$ 13,729,708.25	\$ 16,374,369.50	\$ 15,163,081.00	\$ 15,845,903.36	\$ 682,822.36	4.50%
	Expenditures and Other Financing Uses	14,233,241.42	14,073,527.26	15,163,081.00	15,870,903.36	707,822.36	4.67%
	Net	\$(503,533.17)	\$ 2,300,842.24	\$ -	\$(25,000.00)	\$(25,000.00)	
<u>ECONOMIC DEVELOPMENT AUTHORITY - 208</u>							
46300	EDA						
	Revenues and Other Financing Sources	\$ 123,172.36	\$ 333,735.98	\$ 194,570.00	\$ 213,689.00	\$ 19,119.00	9.83%
	Expenditures and Other Financing Uses	157,653.65	165,383.79	194,570.00	206,417.00	11,847.00	6.09%
	Net	\$(34,481.29)	\$ 168,352.19	\$ -	\$ 7,272.00	\$ 7,272.00	
<u>ARENA - 258</u>							
45900	Amateur Sports Center						
	Revenues and Other Financing Sources	\$ 830,370.12	\$ 908,503.26	\$ 857,152.00	\$ 916,464.27	\$ 59,312.27	6.92%
	Expenditures and Other Financing Uses	800,738.50	773,774.94	857,152.00	916,464.27	59,312.27	6.92%
	Net	\$ 29,631.62	\$ 134,728.32	\$ -	\$ -	\$ -	
<u>MERIT - 270</u>							
42600	MERIT operations						
	Revenues and Other Financing Sources	\$ 225,371.48	\$ 221,803.27	\$ 209,940.00	\$ 220,775.66	\$ 10,835.66	5.16%
	Expenditures and Other Financing Uses	208,844.25	166,737.84	209,940.00	220,775.66	10,835.66	5.16%
	Net	\$ 16,527.23	\$ 55,065.43	\$ -	\$ -	\$ -	
<u>CAPITAL EQUIPMENT LEVY - 401</u>							
various	Capital Equipment						
	Revenues and Other Financing Sources	\$ 651,942.09	\$ 1,661,651.18	\$ 320,000.00	\$ 520,000.00	\$ 200,000.00	62.50%
	Expenditures and Other Financing Uses	817,680.57	1,722,376.90	520,000.00	524,720.00	4,720.00	0.91%
	Net	\$(165,738.48)	\$(60,725.72)	\$(200,000.00)	\$(4,720.00)	195,280.00	
<u>STREET IMPROVEMENT LEVY - 495</u>							
43300	Street Improvement						
	Revenues and Other Financing Sources	\$ 904,090.65	\$ 854,085.48	\$ 470,361.00	\$ 514,051.00	\$ 43,690.00	9.29%
	Expenditures and Other Financing Uses	1,178,137.10	639,381.73	650,000.00	650,000.00	-	
	Net	\$(274,046.45)	\$ 214,703.75	\$(179,639.00)	\$(135,949.00)	43,690.00	

Item 26.

2025 Recommended Budgets *** 12/17/2024 ***

Dept #	Department		2022 Actual	2023 Actual	2024 Budget	2025 Budget	\$ Increase (Decrease)	% Change
<u>WASTE WATER OPERATING - 602</u>								
49500	Waste Water	Revenues and Other Financing Sources	\$ 5,409,670.53	\$ 6,059,940.41	\$ 5,794,969.00	\$ 6,267,134.58	\$ 472,165.58	8.15%
		Expenditures and Other Financing Uses	4,962,763.59	5,189,396.17	5,078,041.00	5,203,529.92	125,488.92	2.47%
		Net	\$ 446,906.94	\$ 870,544.24	\$ 716,928.00	\$ 1,063,604.66	\$ 346,676.66	
<u>LIQUOR OPERATIONS - 609</u>								
49700	Liquor	Revenues and Other Financing Sources	\$ 7,068,803.64	\$ 7,495,182.09	\$ 7,350,934.00	\$ 7,802,196.00	\$ 451,262.00	6.14%
		Expenditures and Other Financing Uses	6,756,078.63	7,103,453.79	6,835,601.00	7,252,015.64	416,414.64	6.09%
		Net	\$ 312,725.01	\$ 391,728.30	\$ 515,333.00	\$ 550,180.36	\$ 34,847.36	
<u>STORM WATER - 630</u>								
49600	Storm Water	Revenues and Other Financing Sources	\$ 1,279,449.67	\$ 1,454,123.92	\$ 1,339,160.00	\$ 1,387,078.00	\$ 47,918.00	3.58%
		Expenditures and Other Financing Uses	1,602,392.04	1,589,386.52	1,268,886.00	1,517,499.06	248,613.06	19.59%
		Net	\$ (322,942.37)	\$ (135,262.60)	\$ 70,274.00	\$ (130,421.06)	\$ (200,695.06)	
<u>CENTRAL FLEET - 701</u>								
various	Enterprise fleet leasing	Revenues and Other Financing Sources	\$ 99,684.00	\$ 164,475.56	\$ 180,980.00	\$ 320,825.00	\$ 139,845.00	77.27%
		Expenditures and Other Financing Uses	100,647.15	87,168.48	179,080.00	210,355.00	31,275.00	17.46%
		Net	\$ (963.15)	\$ 77,307.08	\$ 1,900.00	\$ 110,470.00	\$ 108,570.00	
	report total		\$ (495,914.11)	\$ 4,017,283.23	\$ 924,796.00	\$ 1,435,436.96		

RESOLUTION NUMBER 24-121

RESOLUTION ADOPTING A BUDGET FOR 2025

WHEREAS, the State of Minnesota Legislature requires the adoption of a proposed levy on or before September 30, 2024, and a final tax levy prior to December 30, 2024, and

WHEREAS, the City passed a preliminary levy on September 24, 2024; and

WHEREAS, the City did hold a levy and budget public input meeting at 6:00 P.M. on December 10, 2024 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 2025

NOW THEREFORE, BE IT RESOLVED, that the final budget for the General Fund of the City of Marshall shall provide for revenues of \$15,845,903 and expenditures of \$15,870,903 of which the revenues will be supported with a tax levy of \$6,512,371; and

BE IT FURTHER RESOLVED, that the budgets be hereby adopted for all other funds.

Passed and adopted by the Common Council this 17th day of December 2024.

THE COMMON COUNCIL

Robert Byrnes, Mayor

ATTEST

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sharon Hanson
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Adopt City of Marshall Diversity Equity and Inclusion Strategic Plan 2025-2030
Background Information:	<p>The City originally went through strategic planning process in 2019 that started with a World Café Event. Ensuring our diverse population was reached and part of the future goals of the city was a key input received as part of that process. Since then the city’s Strategic Plan was updated and includes the goal: Cultivate an informed, engaged and inclusive community. Core strategies includes:</p> <ul style="list-style-type: none"> • Expand outreach to ethnically and culturally diverse members of the community to • increase engagement and representation across various commissions, committees, • and organizations within the city. • Work with DEI Commission and staff to develop a diverse talent pipeline for city staff • positions. • Support efforts of the DEI Commission to create a community-wide culture of value • and respect. <p>As part of this work, the DEI Commission enlisted the help of a facilitator to establish a strategic plan specific to DEI. Three goals were established:</p> <ul style="list-style-type: none"> • Support the DEI Commission by establishing clear procedures and policies • Building relationships with government entities and the community • Community Engagement and Communication
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Adopt City of Marshall Diversity Equity and Inclusion Strategic Plan 2025-2030

DEI Commission Strategic Plan



MARSHALL

Strategic Priority Areas

1. Internal Capacity, Processes, and Systems
2. Relationship Building with Government Entities and Community
3. Community-Engagement & Communication

1. Internal Capacity, Processes, and Systems

Goal: Support efforts to make the DEI Commission internal culture collegial, inclusive, accessible, and welcoming through clear procedures and policies

Objectives

- Commissioners define ways they create a robust collegiality among them (e.g., norms/ guidelines, understandings of generative conflict/conflict resolution, socials outside the meetings)
- Meeting times are scheduled and adjusted to accommodate commissioner schedules
- Robert's Rules of Order are reviewed in light of Consensus Decision Making models
- By-Laws clearly reflect job “responsibilities”
- Develop statement of intent and read before each meeting
- Bring in speakers quarterly to build intercultural skills among commissioners
- Implement DEI yearly review
- Hire DEI Staff in communication with the DEI Commission – a position supported through the City of Marshall funds (and or grants)

2. Relationship Building with Government Entities & the Community

Goal: Support efforts to build deeper relationships among governing and leadership entities with the community.

Objectives

- Advise the city council and commissions on improving equity policy and procedures
- Review and monitor the city's Strategic Plan from a DEI lens every two years
- Regularly review and evaluate the City's community outreach methods and activities to ensure messaging reaches diverse populations and provides inclusive participation opportunities.
- Explore including high school youth on the DEI Commission
- Organize annual or biannual “ Marshall City Diversity” award. Promote program and host a reception
- Build relationship with Chamber of Commerce to encourage participation of chamber staff in DEI trainings and ongoing programming on intercultural competency and DEI topics.

3. Community Engagement & Communication

Goal: Build a welcoming community valuing all residents and diverse cultures

Objectives

- Offer ongoing programming on intercultural competency (i.e., diverse community stakeholders could present on their culture, host movies, or roundtable discussions)
- Continue to host programming and events at a variety of times and locations to increase accessibility for community members (welcoming week...)
- Lead community conversations: provide a brave space for people to engage in uncomfortable discussions to build trust
- Provide coordinated efforts to recruit DEI Commission members with attention to diverse cultures, identities, age, backgrounds, geographical locations, resources, and skill sets.
- Create a “Report a Concern & Resources” on the website for issues of DEI, human rights, and civil rights issues.
- Hold focus groups o/r discussion groups at the high school engaging with new comers in partnership with UCAP, Chamber of Commerce, and other stakeholders
- Develop a Welcome Packet for newcomers
- Reach out to BIPOC community through yearly listening sessions (perhaps partnering with SMSU, Marshall high school or UCAP)
- Update online platforms frequently (ways to get in touch with the commission, how to get on the agenda, highlight learning opportunities in the community, etc)
- As often as possible, provide print communication translated into other languages (Spanish at minimum)
- Develop a list of examples how to work with the DEI Commission and list on the website
- Create flyers with QR codes that are handed out at parades and other events about the DEI Commission’s community forums or events
- Apply for grant funding to increase financial capacity to support initiatives identified by the community

DEI Commission Strategic Plan 2025-2030 [actions, timeline, resources]

Goal	Action	Responsible	Priority	Completion Date	Resources
# 1. Review of Internal Processes and Systems	a) Commissioners define ways they can create a robust collegiality among them (e.g., norms/guidelines, understandings of generative conflict/conflict resolution, socials outside the meetings)	DEI Working Subcommittee	High	November 2024	1. Norms/Guidelines 2. Generative Conflict 3. Conflict Resolution
	b) Meeting times are scheduled and adjusted to accommodate commissioner schedules	Co-Chairs	High	September 2024 or January 2025	
	c) Robert's Rules of Order are reviewed in light of Consensus Decision Making models	DEI Commission	High	January 2025	Consensus Decision Making Models
	d) By-Laws clearly reflect job "responsibilities"	DEI Commission	High	January 2025	ByLaw Recommendations
	e) Develop statement of intent and read before each meeting	DEI Commission	High	January 2025	Statement of Intent Recommendation
	f) Bring in speakers to build intercultural skills among commissioners				
	g) Implement DEI yearly review	DEI Commission	Moderate	December 2025	DEI Tool
	h) Hire DEI Staff	City of Marshall	High		
Goal	Action	Responsible	Priority	Completion Date	Resources

# 2 Relationship Building with Government Entities & the Community	a) Advise the city council and commissions on improving equity policy and procedures				
	b) Review and monitor the City's Strategic Plan from a DEI Lens every two years				
	c) Explore including high school youth on the DEI Commission				
	d) Organize annual "Marshall Human Rights" Award. Promote Program. Host a reception.				
	e) Regularly review and evaluate the City's community outreach				
	f) Build relationship with Chamber of Commerce to encourage participation of chamber staff				
	g) Encourage diversification of chamber members and participation in chamber events				
Goal	Action	Responsible	Priority	Completion Date	Resources
# 3 Community Engagement & Communication	a) Offer ongoing programming on intercultural competency (i.e., diverse community stakeholders could present on their culture, host movies, or roundtable discussions)				

	b) Continue to host programming and events at a variety of times and locations to increase accessibility for community members (welcoming week...)				
	c) Lead community conversations: provide a brave space for people to engage in uncomfortable discussions to build trust				
	d) Provide coordinated efforts to recruit DEI Commission members with attention to diverse cultures, identities, age, backgrounds, geographical locations, resources, and skill sets.				
	e) Reach out to BIPOC community through yearly listening sessions (perhaps partnering with SMSU, Marshall high school or UCAP)				
	f) Create a “Report a Concern & Resources” on the website for issues of DEI, human rights, and civil rights issues.				
	g) Hold focus groups or discussion groups at the high school engaging with new comers in partnership with UCAP, Chamber of Commerce, and other stakeholders				
	h) Develop a Welcome Packet for newcomers				

	i) Reach out to BIPOC community through yearly listening sessions (perhaps partnering with SMSU, Marshall high school or UCAP)				
	j) Update online platforms frequently (ways to get in touch with the commission, how to get on the agenda, highlight learning opportunities in the community, etc)				
	k) As often as possible, provide print communication translated into other languages (Spanish at minimum)				
	l) Develop a list of examples how to work with the DEI Commission and list on the website				
	m) Create flyers with QR codes that are handed out at parades and other events about the DEI Commission's community forums or events				
	n) Apply for grant funding to increase financial capacity to support initiatives identified by the community				



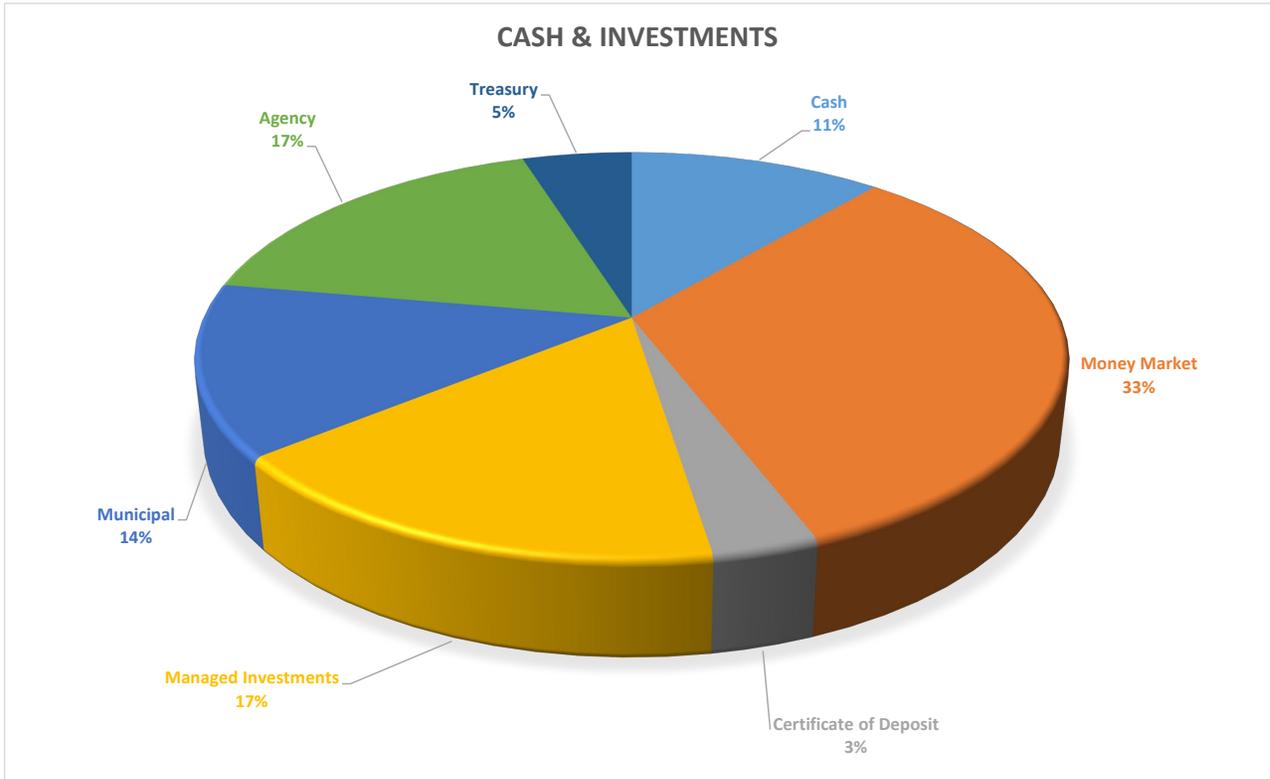
CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, December 17, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
Background Information:	<p>Under Chapter 2, Article VI, Section 143 the City Charter states: "Appointments to all boards, commissions, bureaus and authorities shall be by the mayor and shall be confirmed by the council with the exception of the housing and redevelopment authority."</p> <p>Interviews were held prior to the regular city council meeting.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve and appoint to the various Boards, Commissions, Bureaus, and Authorities.

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, December 17, 2024
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

City of Marshall, Minnesota
Cash & Investments
11/30/2024

	<u>Par Value</u>	<u>YTM Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	5,783,943.53	0.00%
Money Market - US Bank	7,852,293.93	4.55%
Money Market - Wells Fargo	921,341.46	4.58%
Money Market - 4M	8,157,182.72	4.67%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	735,000.00	5.32% Average
Investment Portfolio - General Fund	2,811,719.38	
Investment Portfolio - WW/SW Capital Reserve	3,752,971.19	
Investment Portfolio - Endowment Fund	1,985,291.36	
Municipal - US Bank	7,010,000.00	4.20% Average
Certificate of Deposit - US Bank	990,000.00	4.54% Average
Agency - US Bank	5,585,000.00	5.01% Average
Treasury - US Bank	2,500,000.00	4.19% Average
TOTAL CASH & INVESTMENTS	<u>51,439,743.57</u>	<u>4.13% Average YTM</u>





MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
Eric Mathiowetz	614 JAMES AVE W	HVAC - Furnace	3000.00	12/05/2024
FOX/MICHAEL JOHN/&	1203 MORNINGSIDE CIR	Re-Siding	9000.00	12/09/2024
GARY VLAMINCK CONSTRUCTION	604 KENNEDY ST	Windows	6200.00	12/09/2024



Upcoming Meetings

December

- 12/17 Library Board Interviews, 4:30 PM, City Hall
 - 12/17 Regular Meeting, 5:30 PM, City Hall
-

January

- 01/14 Work Session, 4:00 PM, City Hall
- 01/14 Regular Meeting, 5:30 PM, City Hall
- 01/28 Regular Meeting, 5:30 PM, City Hall

2025 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 14, 2025
2. January 28, 2025

February

1. February 11, 2025
2. February 25, 2025

March

1. March 11, 2025
2. March 25, 2025

April

1. April 8, 2025
2. April 22, 2025

May

1. May 13, 2025
2. May 27, 2025

June

1. June 10, 2025
2. June 24, 2025

July

1. July 8, 2025
2. July 22, 2025

August

1. August 12, 2025
2. August 26, 2025

September

1. September 9, 2025
2. September 23, 2025

October

1. October 14, 2025
2. October 28, 2025

November

1. Monday, November 10, 2025
2. November 25, 2025

December

1. December 9, 2025
2. December 23, 2025

2025 Uniform Election Dates

- February 11, 2025
- March 04, 2025
- April 08, 2025
- May 13, 2025
- August 12, 2025
- November 04, 2025

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.