



**CITY OF MARSHALL  
CITY COUNCIL MEETING  
A G E N D A**

**Tuesday, September 24, 2019 at 5:30 PM  
Professional Development Room - Marshall Middle School, 401 South  
Saratoga Street**

**OPENING ITEMS**

1. Call to Order/Pledge of Allegiance

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

2. Consider approval of the minutes of the regular meeting held on September 10, 2019.

**PUBLIC HEARING**

3. 301 London Road – 1) Public Hearing regarding a home property tax abatement request.
4. 301 London Road – 2) Consideration of Resolution Number XXXX, Second Series, a resolution approving home property tax abatement.
5. 303 London Road – 1) Public Hearing regarding a home property tax abatement request.
6. 303 London Road – 2) Consideration of Resolution Number XXXX, Second Series, a resolution approving home property tax abatement.
7. Canoga Park Childcare, LLC - 1) Public Hearing regarding a business tax abatement request.
8. Canoga Park Childcare, LLC - 2) Consideration of Resolution Number XXXX, Second Series, a resolution approving business tax abatement.
9. Public Hearing and Adoption of Ordinance Amendment to Section 86-96 to permit a gun range as a Conditional Use

**CONSENT AGENDA**

10. Consider renewal of the group Long-Term Disability Insurance policy.
11. Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
12. National Highway Traffic Safety Grant.
13. Consider approval of an amendment to the Personnel Policy Manual--Appendix B--Maximum Allowable Reimbursement/Per Diem Rates.
14. Wastewater Treatment Facilities Improvement Project - Consider Payment of Bolton & Menk, Inc. Invoice 0237705.
15. Consider awarding farm lease for City owned property located in Commerce Industrial Park to Keith Wambeke.
16. Consider approval of Transient Merchant License for Fish & Chips, LLC.
17. Consider approval of the bills/project payments

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

18. Coalition of Greater Minnesota Cities update.
19. MnDOT College Drive Project.
20. Consider the approval of the Cable TV Franchise Ordinance between the City of Marshall and Spectrum Mid-America, LLC L/K/A/A Charter Communications.
21. Block 11 Redevelopment Project – Presentation of Proposed Development from APX Construction Group, LLC.

**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.**

- [22.](#) Consider Resolution Authorizing Use of Tax Increment Financing Funds to Reimburse City Expenditures.
- [23.](#) Consideration of approval for a Food Services Agreement renewal with Marshall Amateur Hockey Association, a Minnesota non-profit corporation (MAHA).
- [24.](#) MERIT Center Road Course - Phase 2 Project Costs.
- [25.](#) Cooperation Agreement Between the United States of America and the City of Marshall, MN for Rehabilitation of a Federal Flood Control Work.
- [26.](#) Consider the request that City of Marshall join and sign the purchase agreement regarding acquisition of Helena property on West Highway 19, Marshall, Minnesota.
- [27.](#) North Star Brand Research and Strategy Presentation.
- [28.](#) Authorize the Commencing of Bid Letting for City Hall Renovation/Construction Project.
- [29.](#) Municipal Building Renovation Project – Authorize Call for Bids for Removal of Hazardous Materials from the Municipal Building (City Hall).
- [30.](#) Consider Resolution Adopting Preliminary Levy for 2020.
- [31.](#) Setting Truth-in-Taxation Meeting for Payable 2020.
- [32.](#) Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for Marshall Area Chamber of Commerce.

**COUNCIL REPORTS**

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

**STAFF REPORTS**

- 35. City Administrator
- 36. Director of Public Works
- 37. City Attorney

**ADMINISTRATIVE REPORTS**

**INFORMATION ONLY**

- [38.](#) Information Only

**ADJOURN TO CLOSED SESSION**

**MEETINGS**

- [39.](#) Upcoming Meetings

**ADJOURN**

# RULES OF CONDUCT

- You may follow the meeting online – [www.ci.marshall.mn.us](http://www.ci.marshall.mn.us).
- Public Hearing – the general public shall have the opportunity to address the Council.
  - Approach the front podium
  - State your name, address and interest on the subject
- Mayor may choose to allow others to address the Council during other agenda items. Persons who desire to speak should do so only after being recognized by the Mayor.
  - Approach the front podium
  - State your name, address and interest on the subject
- Persons in attendance at the meeting should refrain from loud discussions among themselves, clapping, whistling or any other actions. Our values include mutual respect and civility for all in attendance.
- If you have questions during the Council meeting please see Kyle Box, City Clerk who sits in the front left area of the audience sitting area.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the minutes of the regular meeting held on September 10, 2019.
<b>Background Information:</b>	Enclosed are the minutes of the regular meeting held on September 10, 2019
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting. We then could potentially incorporate proposed amended minutes at the meeting.
<b>Recommendations:</b>	that the minutes of the regular meeting held on September 10, 2019 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, September 10, 2019**

The regular meeting of the Common Council of the City of Marshall was held September 10, 2019 in the Professional Development Room at the Marshall Middle School, 401 South Saratoga 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, Steven Meister (5:34 PM), Glenn Bayerkohler, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Glenn Olson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Jason Anderson, Assistant City Engineer/ Zoning Administrator; Karla Drown, Finance Director; Scott VanDerMillen, Director of Community Services; Ilya Gutman, Plans Examiner/ Assistant Zoning Administrator; Preston Stensrud, Parks Superintendent; Dave Parsons City Assessor; Jim Marshall Director of Public Safety; Quentin Brunsvold, Fire Chief and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

**Consider approval of the minutes of two work sessions and regular meeting held on August 27, 2019.**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the minutes of the two work sessions and regular meeting held on August 27, 2019 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

**Project Z70-2: South High Street/South Whitney Street (100 & 200 Block) Alley Improvement Project - Consider Resolution Accepting Bid.**

Bids were received on September 6, 2019 for the above-referenced project. Two bids were received. Towne & Country Excavating LLC of Garvin, Minnesota, was the lowest responsible.

“Resolution Accepting Bid” awarding the contract to Towne & Country Excavating LLC of Garvin, Minnesota, in the amount of \$41,800.00.

After the bids were received, another informational meeting was held with the property owners on Monday, September 9, 2019 to discuss the results of the bids and revise the estimated cost of the project to the property owners. This meeting was only for the installation of a new storm sewer main and for any property owner requesting private connections to the public main.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council adopt Resolution Number 4647, Second Series, which is the “Resolution Accepting Bid (Award Contract)” for Project Z70-2: South High Street/South Whitney Street (100 & 200 Block) Alley Improvement Project to Towne & Country Excavating LLC of Garvin, Minnesota, in the amount of \$41,800.00. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

**Consider Award of Quotations for Demolition of Building Structures in Block 11 (100, 102, 110 West Main Street).**

This project involves the demolition and removal of the building structures and foundations at the following locations:

- A. 100 West Main Street – Marshall Taxi Building
- B. 102 West Main Street – Car Toyz Building
- C. 110 West Main Street – Middleton Building

One bid was received on August 21, 2019 for the above-referenced project from Landwehr Construction, Inc. of St. Cloud, Minnesota, in the amount of \$106,300.00.

At the meeting on August 27, 2019, the Council rejected the bid and authorized City staff to proceed with the rebid of the project or solicitation of proposals. The RFQ was provided to three contractors.

Quotations for the project were due by 10:00 am on Monday, September 9, 2019. One quotation was received from Landwehr Construction, Inc. of St. Cloud, Minnesota, in the amount of \$106,300.00.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

**Award of Bids for Motor Grader for Street Department.**

The City opened bids on September 4, 2019 for a replacement motor grader for the Street Department.

Staff has reviewed all the bids and recommend approval of the 2019 John Deere 622GP Motor Grader (with joy stick controls) from RDO Equipment of Marshall, Minnesota. This unit meets all minimum specifications.

RDO also bid a unit without joy stick controls for \$17,015.00 less, but staff feels the additional expense will provide a more comfortable, user-friendly unit for the department. All other units bid did not meet minimum specifications.

The existing 1984 CAT 140 Motor Grader (approximately 13,000 hours) will be listed on Purple Wave auction with an estimated value of \$30,000.00.

The approved 2019 Street Department budget included \$260,000 for the purchase of a replacement motor grader from the Capital Equipment Fund (#401-60211-5550).

Motion made by Councilmember Lozinski, Seconded by Councilmember Decramer that the Council authorize the purchase of a new 2019 John Deere 622GP Motor Grader with Wing for the Street Department from RDO Equipment of Marshall, Minnesota in the amount of \$280,756.00, and declare the existing 1984 CAT 140 Motor Grader as surplus equipment. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Passed. 6-1**

**Ratification of Purchase of Vehicles for the Community Planning Department.**

The City opened bids on September 4, 2019 for a replacement of two vehicles (1 pick-up and 1 SUV) for the Community Planning Department.

After review of the bids, staff is recommending the award of new 2019 Dodge Ram 1500 Quad Cab Pick-Up with 6.5' Box for the Community Planning Department from Lockwood Motors of Marshall, Minnesota, in the amount of \$23,476.86, including tax and \$1,500.00 trade-in of the existing 2003 Chevrolet 4WD Regular Cab and 8' Box, and a Soft Rolling Tonneau Cover for an additional \$525 installed.

After review of the bids, staff believes it is better to award a new 2019 Dodge Ram 1500 Quad Cab Pick-Up with 6.5' Box, without trade-in, instead of the low bid SUV in the amount of \$25,074.36, including tax, and a Soft Rolling Tonneau Cover for an additional \$525 installed.

The City would then sell the 2005 Chevrolet Impala with approximately 105,000 miles on the Purple Wave Auction site as staff believes we could receive more than the \$500 trade-in offer.

On Friday, September 6, 2019, staff was notified by Lockwood Motors that in order to provide the 2019 Dodge Ram as bid on September 4, 2019, the final order date for these vehicles is September 6, 2019. Any vehicles ordered after that date will be a 2020 model with a significant increase in cost (approximately \$4,000-\$5,000 per vehicle).

As the deadline date for ordering was Friday, September 6, staff directed Lockwood's to proceed with ordering the vehicles and the cost would increase significantly after said date, we are requesting the Council ratify the purchasing decision.

The approved 2019 Community Planning budget includes approximately \$50,000 available for the purchase of these vehicles from the Capital Equipment Fund (#401-60164-5550).

The total cost of both vehicles, including tax, and purchase of covers is \$49,601.22. This amount would be reduced by the sale of the 2005 Chevrolet Impala.

Motion made by Councilmember Schafer, Seconded by Councilmember Decramer that the Council reject all bids for the SUV and ratify the purchase of a 2 new 2019 Dodge Ram 1500 Quad Cab Pick-Ups with 6.5' Boxes for the Community Planning Department from Lockwood Motors of Marshall, Minnesota, in the amount of \$49,601.22. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Bayerkohler, Councilmember Decramer

Voting Nay: Councilmember Meister, Councilmember Labat, Councilmember Lozinski. The motion **Passed. 4-3**

**Consent Agenda**

Motion by Councilmember Meister, Seconded by Councilmember Lozinski to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Approval of Resolution Number 4648, Second Series declaring costs to be assessed for ice and snow removal.

**Item 2.** of Resolution Number 4649, Second Series calling for a hearing on the proposed assessment.

Introduction of Ordinance amendment to Section 86-96 to permit a gun range as a Conditional Use and Call for Public Hearing

Approval of a Temporary On-Sale Intoxicating Liquor License for Action Mobility Foundation.

Approval of a Wastewater Treatment Facilities Improvement Project - Application for Payment No. 2 from Magney Construction, Inc.

Introduction of the Cable TV Franchise Ordinance between the City of Marshall and Spectrum Mid-America, LLC L/K/A/A Charter Communications.

Approval of the bills/project payments

### **City of Marshall Residential Recycling Direction**

Mayor Byrnes opened the item as an informational item to discuss possible direction of the City to take in the event that Lyon County does not continue with curbside recycling. Mayor Byrnes urged that this is a County issue, but City needs to be ready to step in if necessary. There was continued discussion by the Council in favor of curb side recycling as well as a consensus to write and submit a letter to Lyon County Board to continue curb side recycling in Lyon County.

### **Consider approval of 2019-2020 League of Minnesota Cities Insurance Trust Property/Casualty and Liability Insurance.**

The City of Marshall carries property and casualty insurance coverage with the League of Minnesota Cities Insurance Trust (LMCIT). The annual renewal begins October 1, 2019 through September 30, 2020. Jeff Nuese will be in attendance to review the renewal and coverage in greater detail.

Motion made by Councilmember Labat, Seconded by Councilmember Lozinski to approve the annual LMCIT property, casualty and liability insurance renewal. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski  
Voting Nay: Councilmember Meister. The motion **Carried. 7-0**

### **Consider Approval of General Banking Agreement**

State Statutes requires that the City designates general depositories for the City funds. The Council approves a resolution designating official general depository each year.

The Office of State Auditor put out a Statement of Position on Deposit of Public Funds, which encourages cities to re-examine and re-evaluate banks into which they place public funds. Staff has done this process beginning in February of this year and compared rates and services.

It is the desire of staff to add the service of a virtual vault, this would include a physical vault at our Liquor Store. The purpose is to increase the level of controls, reduce risk and create efficiencies and safety for staff.

The interest earnings and rates offered by Bremer were overall a better option for the city. The added service of the virtual vault is more beneficial to the city as well, through Bremer Bank. Staff have full support from the

**Item 2.** Means Committee.

Motion made by Councilmember Meister, Seconded by Councilmember Labat to approve General Banking Agreement with Bremer Bank. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Consider Resolution Approving the 2020 Fee Schedule**

The Ways & Means Committee reviewed the changes to the Fee Schedule at their meeting on September 5, 2019. Staff and Ways & Means Committee are recommending Council approval of the 2020 Fee Schedule.

Recommendations include reducing some fees to \$0.00 and/or removing them from the schedule, increasing fees for others by an incremental amount (i.e. Building Permit 2% and Surface Water 3%), as well as changing wording for better clarification. The amendments are shown in the redlined 2020 Fee Schedule.

Motion made by Councilmember Decramer, Seconded by Councilmember Meister to approve Resolution Number 4650, Second Series approving specific fees to be charged by the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Project Z70-2: South High Street/South Whitney Street (100 & 200 Block) Alley Improvement Project – 1)**

**Consider Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment.**

The project consists of the installation of new storm sewer main and requested private storm sewer services within and adjacent to the alley lying between the west side of South Whitney Street and the east side of South High Street, between the north line of East Marshall Street and the south line of East College Drive. “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for the project.

Property owners are responsible for the costs of installation of private storm sewer services to their property. At the informational meeting on September 9, 2019, the individual costs were explained to the property owners in attendance. The property owners were given a week to decide whether or not they wanted to go ahead with the contract costs for the installation of the private storm sewer services. Two property owners have already decided to not proceed with their storm sewer services. Actual installations will be revised prior to the final assessment recommendation as per the property owners’ requests. Because of these adjustments, the project award with contingencies and engineering is slightly different than the total amount of the assessment roll.

The following is a breakdown of the revised proposed project funding. The costs shown below include 5% for contingencies and 16% for engineering and administrative costs, for a total revised project cost of \$44,302.31. The following is a proposed breakdown of the project funding:

Wastewater Fund	\$ 0
MMU	\$ 0
Surface Water Management Utility	\$ 0
City Participation (Ad Valorem)	\$ 3,584
Assessed to Property Owners	\$40,718
<b>Total Project Amount</b>	<b>\$44,302</b>

Per the Finance Department, the interest rate on the assessments for this project is 2.5%.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council adopt Resolution Number 4651, Second Series, which provides for the “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for Project Z70-2: South High Street/South Whitney Street (100 & 200 Block) Alley Improvement Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the Council adopt Resolution Number 4652, Second Series, which provides for the “Resolution for Hearing on Proposed Assessment” for Project Z70-2: South High Street/South Whitney Street (100 & 200 Block) Alley Improvement Project setting the hearing date on the proposed assessments for October 8, 2019. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Project Z74: Huron Road/Superior Road Reconstruction Project – 1) Consider Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment.**

The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.

“Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for the project.

The following is a breakdown of the proposed project funding. The costs shown below include 5% for contingencies and 16% for engineering and administrative costs, for a total project cost of \$963,551.27. The following is a proposed breakdown of the project funding:

Wastewater Fund	\$ 92,071
MMU	\$198,354
Surface Water Management Utility	\$ 47,374
City Participation (Ad Valorem)	\$382,471
<u>Assessed to Property Owners</u>	<u>\$243,281</u>
<b>Total Project Amount</b>	<b>\$963,551</b>

Per the Finance Department, the interest rate on the assessments for this project is 2.5%.

Motion made by Councilmember Decramer, Seconded by Councilmember Schafer that the Council adopt Resolution Number 4653, Second Series, which provides for the “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for Project Z74: Huron Road/Superior Road Reconstruction Project.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-**

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Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council adopt Resolution Number 4654, Second Series, which provides for the “Resolution for Hearing on Proposed Assessment” for Project Z74: Huron Road/Superior Road Reconstruction Project setting the hearing date on the proposed assessments for October 8, 2019. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Lozinski Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

**Authorization for Bike Trail Repairs Between Highway 59 North and 7<sup>th</sup> Street**

This section of bike path is subject to frequent flooding and sediment accumulation due to high water flows through the diversion channel. Prior to this spring’s flooding this section of trail was in need of an asphalt overlay and staff believes that because of frequent flooding issues that a portion of this trail should be concrete instead of asphalt. Quotes were received from 2 concrete contractors and 2 asphalt contractors. The low quote for concrete is from Hisken Construction Inc. in the amount of \$14,985.00. The low quote for asphalt is from Duininck Inc. in the amount of \$150 per ton of asphalt mix plus \$800 mobilization charge. Staff is estimated 110 ton of mix will be need to overlay the portion of the trail that isn’t concrete.

The estimated total cost of concrete and asphalt is \$32,285. City staff will complete the removal of existing asphalt and placing base material if needed. Some of these repairs may be subject to reimbursement from Spring Flooding damage declaration. \$100,000 is included in this year’s Park’s Budget for Bike Trail Improvements.

\$32,285 to be paid from fund 101-70276-2227 (General Fund-Parks-Imp Other).

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to authorize improvements to Bike Trail between Highway 59 North and 7th Street. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Consider a Resolution Designating Uniform Election Dates, Polling Locations and Authorizing appointment of Election Judges.**

For Council consideration is the Resolution Designating Uniform Election Dates, Polling Locations and Authorizing appointment of Election Judges.

By December 31 of each year, the governing body of each municipality and of each county with precincts in unorganized territory must designate by ordinance or resolution a polling place for each election precinct. The polling places designated in the ordinance or resolution are the polling places for the following calendar year.

Additionally, in 2020 we will be relocating the Ward 1 polling location from the RA Facility at Southwest Minnesota State University to The Red Baron Arena and Expo.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister for the adoption of Resolution Number 4655, Second Series, Designating Uniform Election Dates, Polling Locations and Authorizing appointment of Election Judges. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Decramer, Councilmember Labat. Voting Nay: Councilmember Bayerkohler, Councilmember Lozinski. The motion **Passed. 5-2**

**Consider Amendments to Ordinance Section 54-3 – Special Assessment Deferral**

Currently ordinance section 54-3 Special Assessment Deferral does not include active deployed military as eligible for a special assessment deferral.

Per Minnesota State Statute 435.193 Hardship Assessment Deferral for Seniors, Disabled, or Military Persons

(a) Notwithstanding the provisions of any law to the contrary, any county, statutory or home rule charter city, or town, making a special assessment may, at its discretion, defer the payment of that assessment for any homestead property:

(2) "owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in section 190.05, subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments.

This amendment would bring our current ordinance into state statute compliance for an eligible person to qualify for an assessment deferral. The second amendment of the ordinance is changing net income to household income to better clarify the income requirement. This change was at the recommendation of the Legislative & Ordinance Committee. At the July 22 Legislative & Ordinance Meeting the committee

Motion made by Councilmember Labat, Seconded by Councilmember Decramer to approve Ordinance Number 738, Second Series, amendments to Ordinance Section 54-3 – Special Assessment Deferral. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Consider approval of Ordinance Number 739, Second Series, an ordinance establishing fees for emergency protection fire services.**

Staff have created a draft ordinance regarding establishing fees for emergency protection fire service. This draft has been slightly modified from a League of Minnesota Cities model ordinance. Other similar variations of this ordinance have been adopted by several (various in size) other cities in Minnesota. This ordinance will allow for the collection of any unpaid fire service charges to be assessed to a property owners taxes at the end of each year.

At the July 22 Legislative & Ordinance Meeting the committee approved the draft ordinance for final approve by the City Council.

Motion made by Councilmember Decramer, Seconded by Councilmember Schafer to adopt Ordinance Number 739, Second Series, an ordinance establishing fees for emergency protection fire services. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Lozinski. Voting Abstaining: Councilmember Labat. The motion **Passed. 6-0-1**

**Consider Approval of Ordinance Number 740, Second Series, an Ordinance allowing alcoholic beverages at city-owned facilities and parks.**

Staff have created a draft ordinance regarding an Ordinance allowing Alcoholic beverages at City-owned facilities and parks. This ordinance was prompted by the growth and use at the Red Baron Arena and Expo but

At the July 22 Legislative & Ordinance Meeting the committee approved the draft ordinance for final approve by the City Council.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski. To adopt Ordinance Number 740, Second Series, an Ordinance allowing alcoholic beverages at city-owned facilities and parks. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Passed. 6-1**

**Call for a Public Hearing Regarding Proposed Property Tax Abatement at 301 London Rd.**

Motion made by Councilmember Schafer, Seconded by Councilmember Labat.  
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat. Voting Abstaining: Councilmember Lozinski. The motion **Passed. 6-0-1**

**Call for a Public Hearing Regarding Proposed Property Tax Abatement at 303 London Rd.**

Motion made by Councilmember Decramer, Seconded by Councilmember Labat.  
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat. Voting Abstaining: Councilmember Lozinski. The motion **Passed. 6-0-1**

**Commission/Board Liaison Reports**

- |             |   |
|-------------|---|
| Byrnes      | No Report   |
| Schafer     | No Report   |
| Meister     | No Report   |
| Bayerkohler | <u>Public Housing Commission</u> approved a three year sanitation and one year snow removal bid. As well as a resolution approving an annual plan.                                |
| DeCramer    | No Report   |
| Labat       | <u>Library Board</u> discussed the previous offer for the Plum Creek Director has fallen through. <u>Convention and Visitors Bureau</u> hired a marketing and events coordinator. |
| Lozinski    | No Report   |

**Councilmember Individual Items**

Councilmember Schafer commented on the success of the volleyball tournament held at the Red Baron Arena and Expo.

Councilmember Lozinski discussed the opening of Unique Opportunities apartments opening and the placement of the electric car charging station.

Mayor Byrnes commented on the ground-breaking ceremony held at Harrison Truck Center on their \$3.5 million expansion and their participation of the business abatement policy.

**City Administrator**

City Administration Hanson discussed the 2020 levy that will be on the September 24 agenda. Administrator Hanson mentioned a grant application that was submitted for fire fighter assistance. The was also continued discussion on the provided renderings of the future City Hall building.

**Director of Public Works**

Director of Public Works/ City Engineer provided an update on area construction projects.

**City Attorney**

No Report

**Administrative Brief**

There were no questions on the administrative brief.

**Information Only**

There were no questions on the information items.

**Upcoming Meetings**

There were no questions on the upcoming meetings.

**Adjourn Meeting**

Motion made by Councilmember Schafer, Seconded by Councilmember Decramer to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019																																																
<b>Category:</b>	PUBLIC HEARING																																																
<b>Type:</b>	ACTION																																																
<b>Subject:</b>	301 London Road – 1) Public Hearing regarding a home property tax abatement request.																																																
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**Application Review and Approval Process** shall be followed as specified in Tax Abatement Policy as specified herein.

**Property Information:**

Location: 301 London Rd Access Road: London Rd  
Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ Property Identification Number: 27-711040-0  
Legal Description: Empty Residential lot  
(attach if needed)  
Parcel Width: 85 (feet) Length: 167 (feet) Acres: \_\_\_\_\_

**Applicant Information:**

Applicant Name: Im Development Phone: 507-401-6158 (h) \_\_\_\_\_ (w) \_\_\_\_\_  
Mailing Address: 401 E Marshall St  
Applicant Signature: [Signature]

**Owner Information:**

Owner Name: Im Development Phone: \_\_\_\_\_ (h) \_\_\_\_\_ (w) \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Owner Signature: [Signature]  
Contractors or Contract for Deed Holders – owner must sign the application.

**Company Information:**

Owner Name: Im Development Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Location: \_\_\_\_\_  
Type of Company: \_\_\_\_\_ Service Provided: \_\_\_\_\_

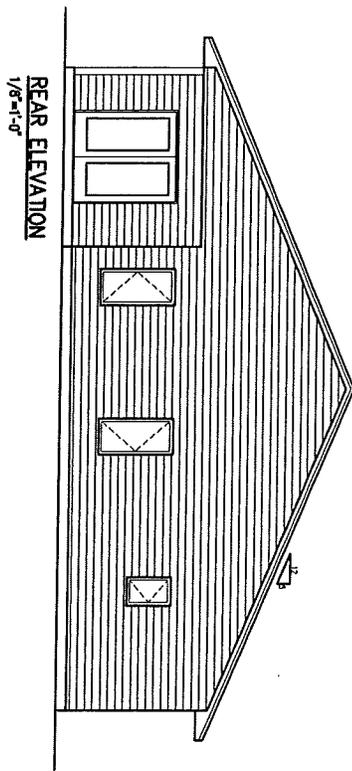
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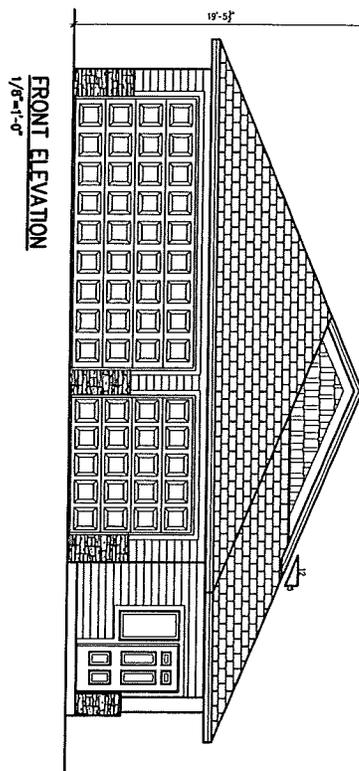
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City Clerk  
City of Marshall  
344 West Main St.  
Marshall, MN 56258

JM Development is applying for tax abatement for the construction of a new single-family house to be built in the city of Marshall. The new home will be built on a bare residential and be listed for sale.



REAR ELEVATION  
1/8"=1'-0"

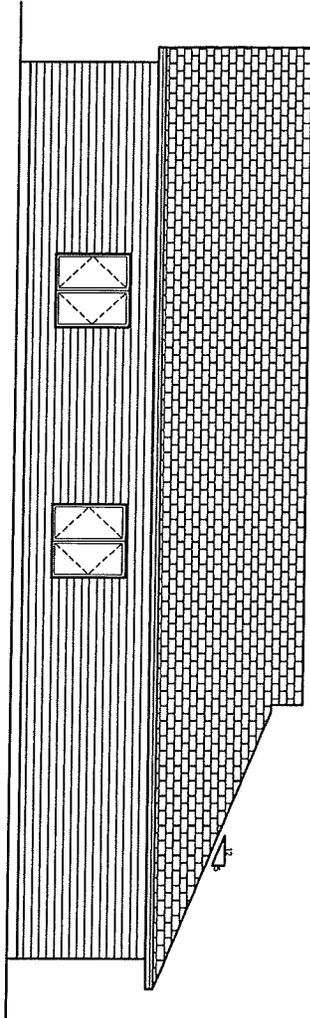


FRONT ELEVATION  
1/8"=1'-0"

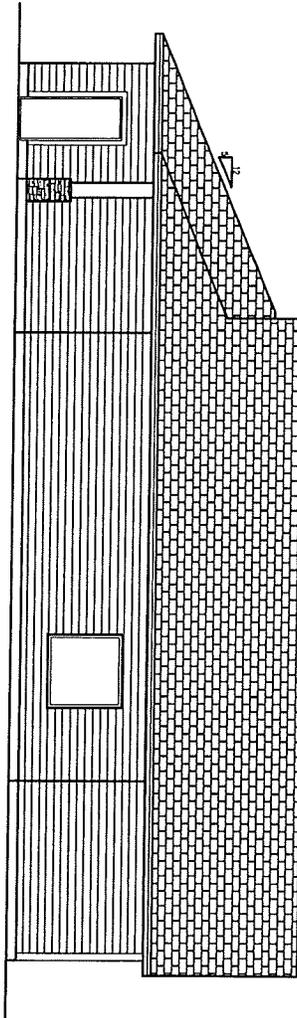
Item 3.

18

LEFT ELEVATION  
1/8"=1'-0"



RIGHT ELEVATION  
1/8"=1'-0"



Item 3.

19

SFL19153  
PAGE 2 OF 5



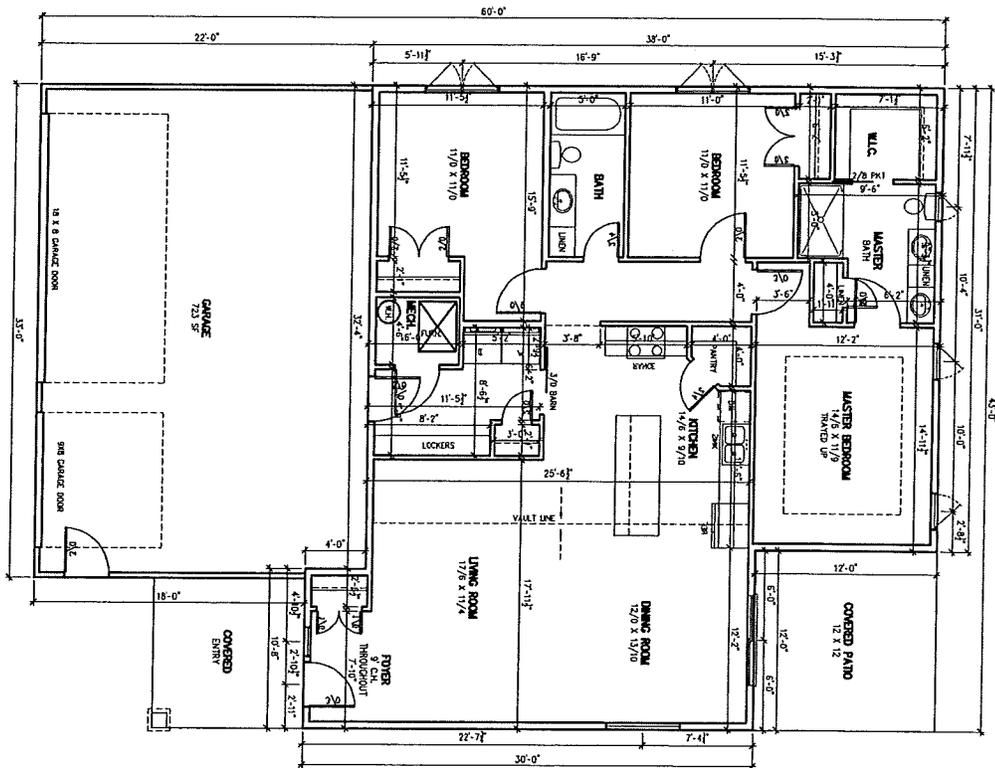
**SCOTT LUMBER**  
A DIVISION OF LAMBERT TRADING, INCORPORATED

400 N. MARKET ST.  
SIOUX FALLS, SD 57102  
(605)336-4514

VERIFY ALL DIMENSIONS ALTHOUGH EVERY POSSIBLE EFFORT IS MADE TO INSURE THE ACCURACY OF DIMENSIONS AND FINISHES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK AND CONTROL ALL ROUGH OPENINGS AND OTHER DIMENSIONS FOR ACCURACY.

CUSTOMER:  
FOUNDATION PROPERTIES - 210 DEWITT DRIVE  
SIOUX FALLS

DATE: 4/15/2019 12:27:27 PM  
DRAWN BY: AR  
CHECKED: KEYSER

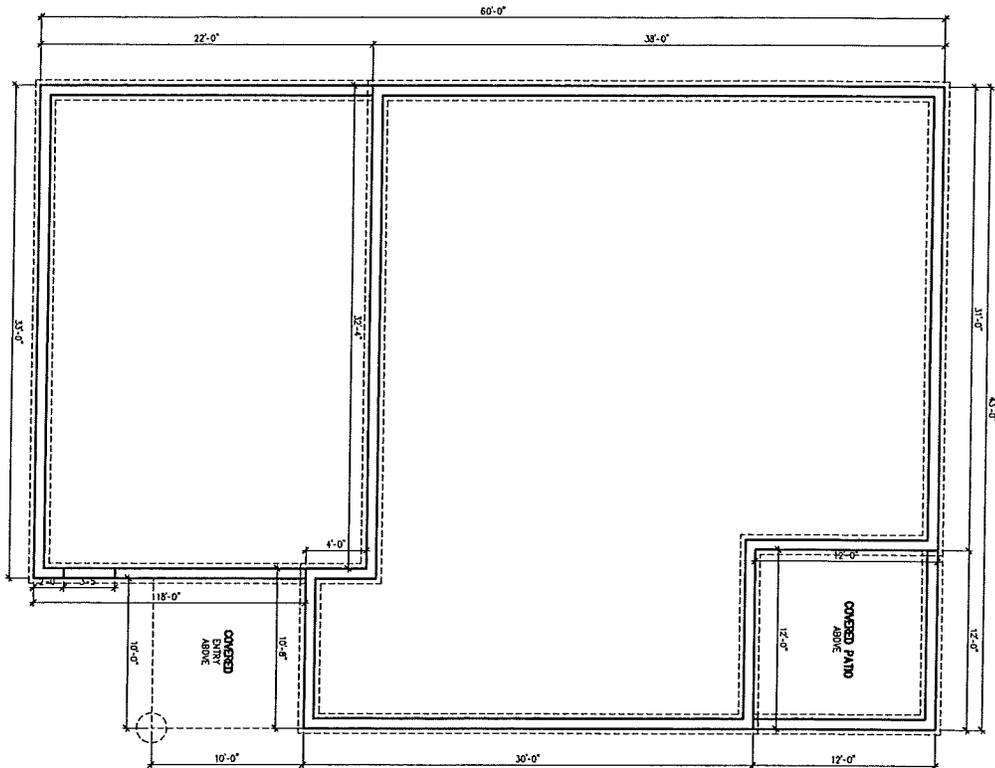


**FLOOR PLAN**  
 1/8"=1'-0"  
 1533 SF

Item 3.

20

FOUNDATION PLAN  
1/8"=1'-0"



Item 3.

21



30  
**CITY OF MARSHALL**  
**AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, September 24, 2019																																																
<b>Category:</b>	PUBLIC HEARING																																																
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RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY  
BEING DEVELOPED BY JM DEVELOPMENT; GRANTING THE  
ABATEMENT

BE IT RESOLVED by the Common Council of the City of Marshall, Minnesota, as follows:

Section 1. AUTHORIZATION AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Act”), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. JM DEVELOPMENT has applied for a Home Tax Abatement pursuant to the City’s Home Tax Abatement Policy on property legally described as: Parcel ID: 27-711040-0, 301 London Rd., Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on September 24, 2019, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Marshall Independent, the official newspaper of the City.

Section 2. FINDINGS. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County’s current property tax levy, or \$200,000.

2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

3.01. A property tax abatement (the “Abatement”) is hereby granted in respect of property taxes levied by the City on the Property for two (2) years, commencing with taxes payable for the assessed value related to the capital improvements outlined in 1.03.

3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30<sup>th</sup> of that calendar year.

3.03 The tax abatement shall be for the residential capital improvements only. Land values and the current base value are not eligible and will not be abated.

3.04 The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority’s resolution, whichever is first.

3.05. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.

Passed by the Common Council of the City of Marshall, this 24<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Mayor, City of Marshall

ATTEST:

\_\_\_\_\_  
City Clerk



## CITY OF MARSHALL AGENDA ITEM REPORT

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Legal Description: Empty Residential Lot  
(attach if needed)  
Parcel Width: 75 (feet) Length: 167 (feet) Acres: \_\_\_\_\_

**Applicant Information:**

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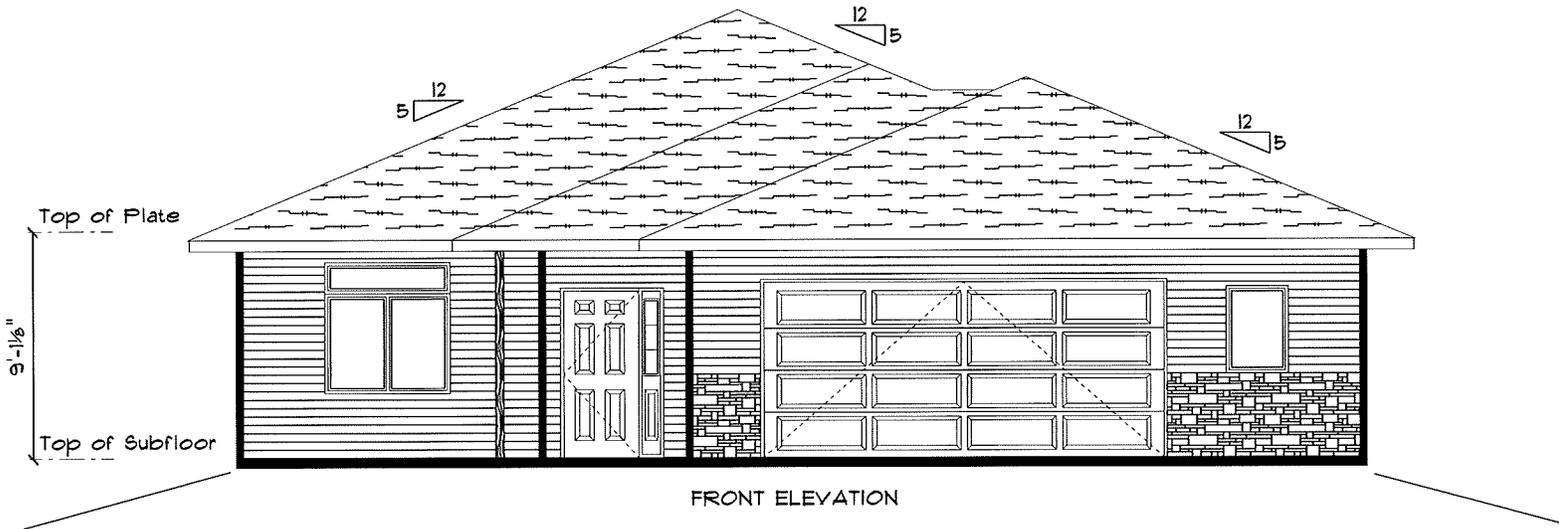
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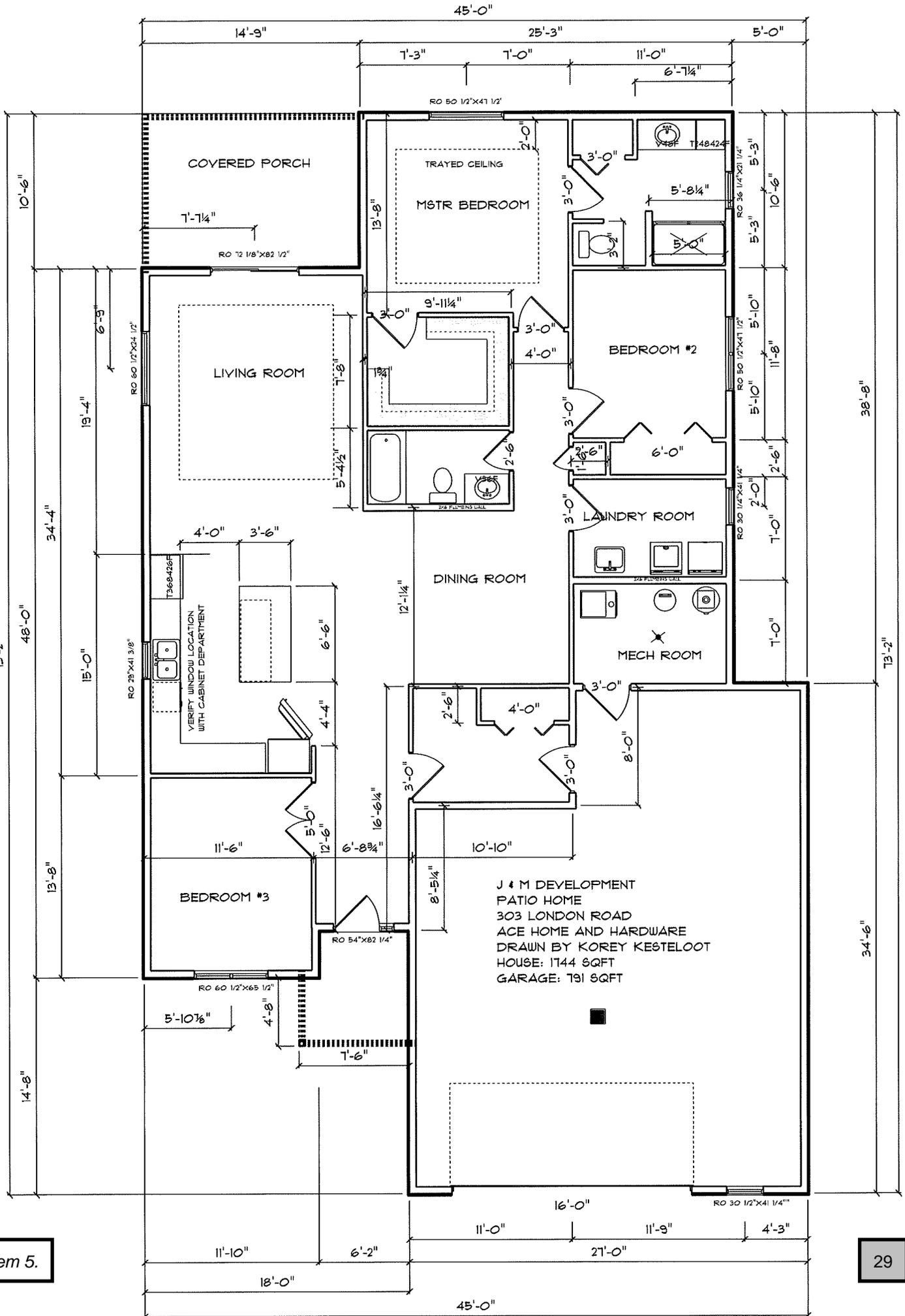
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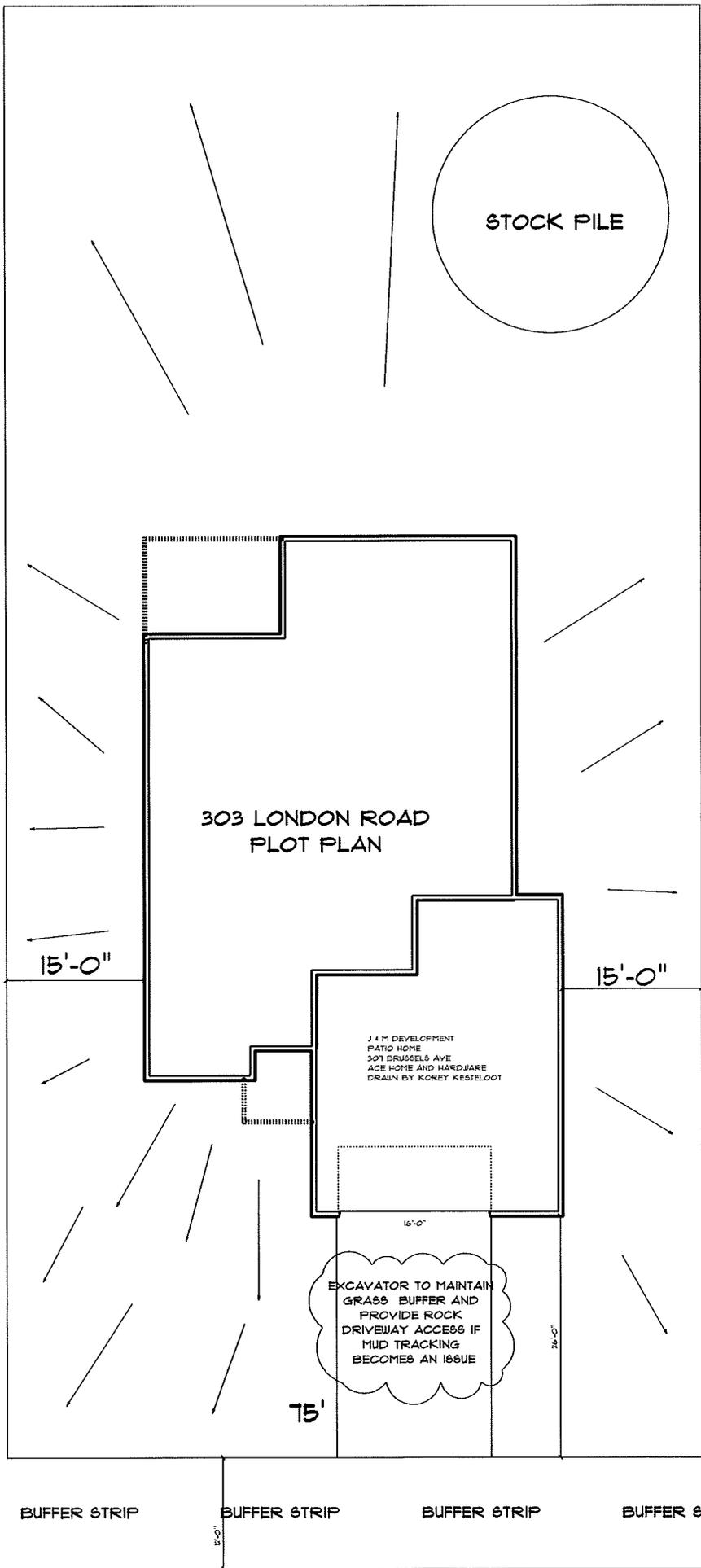
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Item 5.

29



Item 5.

INLET PROTECTION IF BECOMES AN ISSUE

LONDON ROAD

30



30  
**CITY OF MARSHALL**  
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<b>Background Information:</b>	<p>On September 10, 2019 a public hearing was called for and to be held on September 24, 2019 regarding a home property tax abatement request.</p> <p>Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement.</p> <p>The property is located at 303 London Road with an estimated market value of \$184,100 with the difference of improvement being \$172,300.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: red; color: white;"> <th colspan="4" style="text-align: center;">NON -HOMESTEAD TAX RATE</th> </tr> <tr style="background-color: #e6f2ff;"> <th style="width: 30%;"></th> <th style="width: 20%;"></th> <th style="width: 20%;"></th> <th style="width: 30%;"></th> </tr> <tr style="background-color: #e6f2ff;"> <th style="text-align: left;">2018 pre build raw land value</th> <th style="text-align: center;">11,800</th> <th style="text-align: center;">2019 post build total value</th> <th style="text-align: center;">Difference of improvement</th> </tr> </thead> <tbody> <tr style="background-color: #e6f2ff;"> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">184,100.00</td> <td style="text-align: right;">\$ 172,300.00</td> </tr> <tr style="background-color: #e6f2ff;"> <th style="text-align: left;">taxes @ 2019 rates</th> <th style="text-align: center;">67.00</th> <th style="text-align: center;">taxes @ 2019 rates</th> <th style="text-align: center;">1,045.00</th> </tr> <tr style="background-color: #ffff00;"> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">978.00</td> <td style="text-align: right;">\$ 978.00</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #92d050;"> <th colspan="4" style="text-align: center;">HOMESTEAD TAX RATE</th> </tr> <tr style="background-color: #e6f2ff;"> <th style="width: 30%;"></th> <th style="width: 20%;"></th> <th style="width: 20%;"></th> <th style="width: 30%;"></th> </tr> <tr style="background-color: #e6f2ff;"> <th style="text-align: left;">2018 pre build raw land value</th> <th style="text-align: center;">11,800</th> <th style="text-align: center;">2019 post build total value</th> <th style="text-align: center;">Difference of improvement</th> </tr> </thead> <tbody> <tr style="background-color: #e6f2ff;"> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">184,100.00</td> <td style="text-align: right;">\$ 172,300.00</td> </tr> <tr style="background-color: #e6f2ff;"> <th style="text-align: left;">taxes @ 2019 rates</th> <th style="text-align: center;">40.00</th> <th style="text-align: center;">taxes @ 2019 rates</th> <th style="text-align: center;">928.00</th> </tr> <tr style="background-color: #ffff00;"> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">888.00</td> <td style="text-align: right;">\$ 888.00</td> </tr> </tbody> </table>	NON -HOMESTEAD TAX RATE								2018 pre build raw land value	11,800	2019 post build total value	Difference of improvement		\$	184,100.00	\$ 172,300.00	taxes @ 2019 rates	67.00	taxes @ 2019 rates	1,045.00		\$	978.00	\$ 978.00	HOMESTEAD TAX RATE								2018 pre build raw land value	11,800	2019 post build total value	Difference of improvement		\$	184,100.00	\$ 172,300.00	taxes @ 2019 rates	40.00	taxes @ 2019 rates	928.00		\$	888.00	\$ 888.00
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<b>Fiscal Impact:</b>	The approximate amount of assistance is \$978 a year or \$1,956 over a maximum period of 2 years as Non-Homestead or \$928 a year or \$1,776 over a maximum period of 2 years as a Homestead.																																																
<b>Alternative/ Variations:</b>	Not approve the request.																																																
<b>Recommendations :</b>	Recommendation #2 To approve Resolution Number XXXX, Second Series, a resolution approving home property tax abatement																																																

RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY  
BEING DEVELOPED BY JM DEVELOPMENT; GRANTING THE  
ABATEMENT

BE IT RESOLVED by the Common Council of the City of Marshall, Minnesota, as follows:

Section 1. AUTHORIZATION AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Act”), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. JM DEVELOPMENT has applied for a Home Tax Abatement pursuant to the City’s Home Tax Abatement Policy on property legally described as: Parcel ID: 27-711041-0, 303 London Rd., Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on September 24, 2019, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Marshall Independent, the official newspaper of the City.

Section 2. FINDINGS. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County’s current property tax levy, or \$200,000.

2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

3.01. A property tax abatement (the “Abatement”) is hereby granted in respect of property taxes levied by the City on the Property for two (2) years, commencing with taxes payable for the assessed value related to the capital improvements outlined in 1.03.

3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30<sup>th</sup> of that calendar year.

3.03 The tax abatement shall be for the residential capital improvements only. Land values and the current base value are not eligible and will not be abated.

3.04 The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority’s resolution, whichever is first.

3.05. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.

Passed by the Common Council of the City of Marshall, this 24<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Mayor, City of Marshall

ATTEST:

\_\_\_\_\_  
City Clerk



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	Canoga Park Childcare, LLC - 1) Public Hearing regarding a business tax abatement request.
<b>Background Information:</b>	<p>On August 27, 2019 a public hearing was called for and to be held on September 24 regarding a business property tax abatement request.</p> <p>Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement.</p> <p>The proposed project is a 1,680 square foot addition to the existing facility. The space will include a new primary entrance, office and meeting area, two handicap assessable restrooms, utility room, and a large open room that will double as a school-age classroom and a gym for younger children.</p> <p>Director of Economic Development Tara Onken will be in attendance to answer any questions.</p>
<b>Fiscal Impact:</b>	Attached
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	<p>Recommendation #1</p> <p>To Close the Public Hearing</p>



July 22, 2019

City of Marshall  
344 West Main Street  
Marshall, MN 56258

To Whom It May Concern:

This project will add 1,680 square foot addition to the existing Canoga Park Childcare facility located at 702 E. Southview Drive, Marshall MN. This space will include a new primary entrance, office and meeting area, 2 handicap assessable restrooms, utility room, and large open room that will double as a School-age Classroom and a Gym for younger children when School-ager are at school. The project will also include a new outside fenced playground area (addition is being built on old playground area). The project has already been started and is scheduled to be completed early this fall. It is estimated that the project will add an estimated \$132,000 of market value to the property.

This project will provide a public benefit by providing addition care spots for children. The addition will create a room for School-age children, creating room for younger children in the existing facility. This project will create 30 additional spots for children, 16 additional School-age Children and 14 Toddlers (who will move into the existing School-age Classroom). This project will also create 2 full time positions for Teachers and Aides, as well as several part-time and seasonal positions (estimated 3-6 positions).

Receiving this tax abatement would be very helpful. Although the amounts estimated are not grand it would be additional funds that will directed towards adding value to the services we provide. A pay increase for a teacher, new playground equipment, additional classroom education material. These are all possible options.

As previously mention construction has already begun on the project. We are aware a requirement of this program is that the request for tax abatement be made prior to construction beginning. We were not aware of this program until recently and apologize for not submitting the request sooner.

Sincerely,

Kim Swalboski,  
Director

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

**Property Information:**

Location: 702 E. Southview Dr, Marshall, MN 56258 Access Road: Southview Drive  
Section: 0 Township: 0 Range: 0 Property Identification Number: 27-814001-0/27-814001  
Legal Description: Southview 3rd Subdivision 01010001 Lot 1 Ex Ely 11.69' + N2 of Lot 2  
(attach if needed) Southview 3rd Subdivision 01010001 Ely 11.69' LT 1 Bk 1  
Parcel Width: \_\_\_\_\_ (feet) Length: \_\_\_\_\_ (feet) Acres: \_\_\_\_\_

**Applicant Information:**

Applicant Name: Brian Swalboski Phone: 507-828-9818 (h) \_\_\_\_\_ (w)  
Mailing Address: 2847 269th Ave, Marshall MN 56258  
Applicant Signature: [Signature]

**Owner Information:**

Owner Name: Brian Swalboski Phone: 507-828-9868 (h) \_\_\_\_\_ (w)  
Mailing Address: 2847 269th Ave, Marshall MN 56258  
Owner Signature: [Signature]

Contractors or Contract for Deed Holders – owner must sign the application.

**Company Information:**

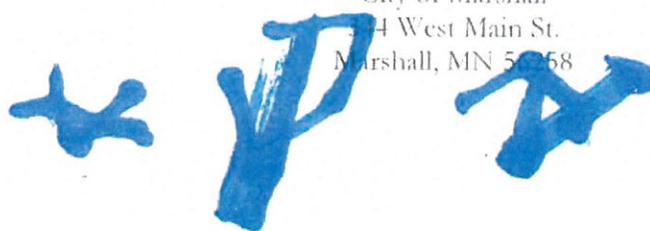
Owner Name: Brian Swalboski Phone: 507-828-9868 Fax: \_\_\_\_\_  
Location: 702 E. Southview Dr, Marshall MN 56258  
Type of Company: Childcare LLC Service Provided: Childcare

Please attach the following documentation:

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

Return Completed Applications to:

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





208 E College Dr  
Marshall, MN 56258  
P: 507-537-0222  
F: 507-537-0223

July 16, 2019

To Whom it May Concern,

Brian Swalboski, Kim Swalboski and Canoga Park Childcare LLC have secured financing through Bremer Bank, N.A. to complete the current real estate expansion project underway at 702 East Southview Drive in Marshall MN.

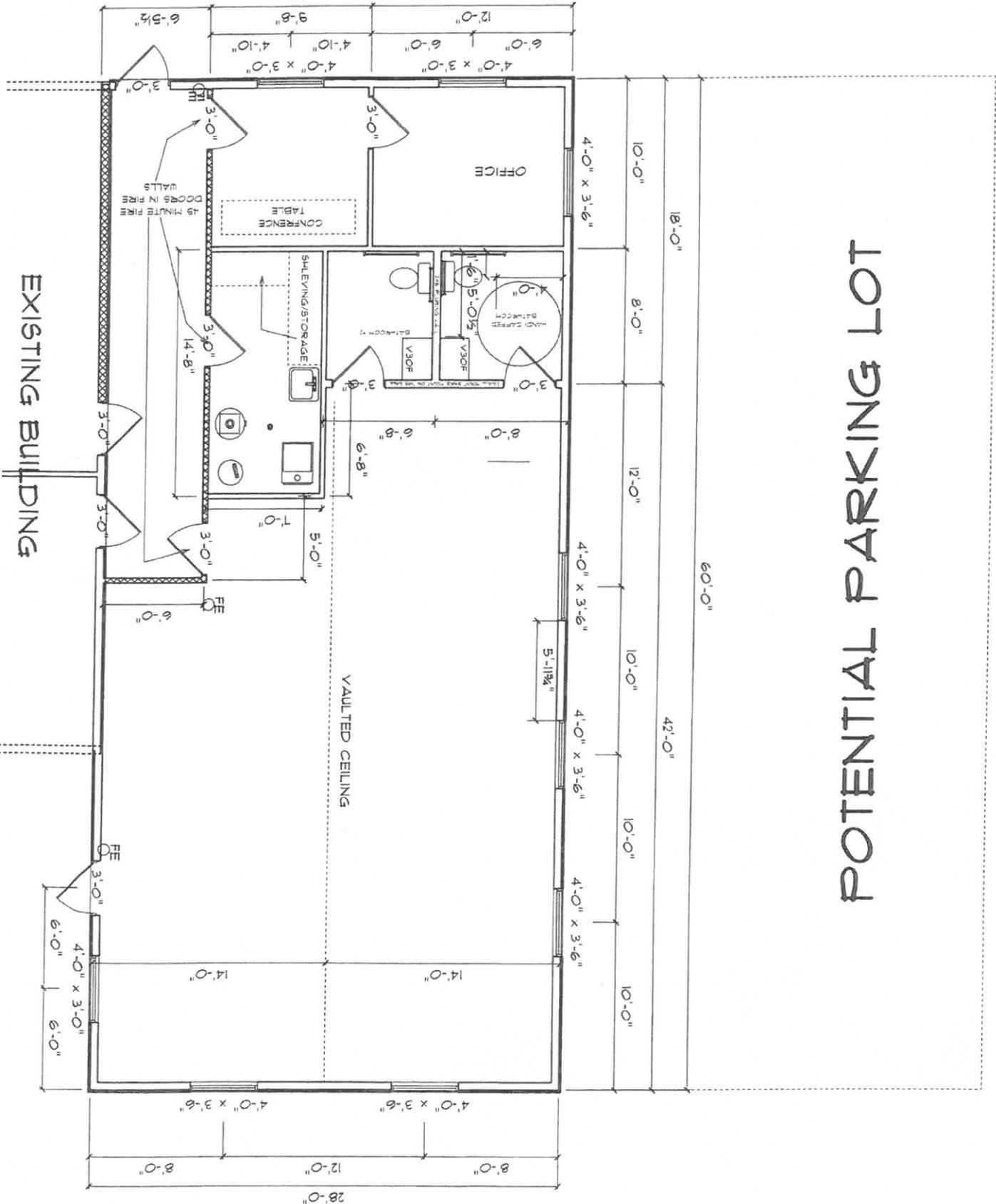
Please let me know if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy L. Serreyn".

Randy L. Serreyn  
SVP Business Banking

# POTENTIAL PARKING LOT



Calculating the Land EMV as Base - Only Having Abatement on Improvement EMV (City Portion Only)

	EMV	City Taxes	TOTAL TAXES
Base EMV	\$ 193,200.00	\$ 1,768.00	\$ 4,723.00
Improvement EMV	\$ 132,300.00	\$ 1,502.00	\$ 4,510.00
Total EMV	\$ 325,500.00	\$ 3,270.00	\$ 9,233.00

BASED OFF 2019 RATES (NO INFLATOR)	1	2	3	4	5	6	7	8	9	10		
year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030		
ENTER % OF ABATEMENT HERE	100%	80%	60%	40%	20%	0%	0%	0%	0%	0%		
Base EMV Captured Taxes	\$ 1,768.00	\$ 1,768.00	\$ 1,768.00	\$ 1,768.00	\$ 1,768.00	\$ -	\$ -	\$ -	\$ -	\$ -		
Building EMV Abated Taxes	\$ 1,502.00	\$ 1,201.60	\$ 901.20	\$ 600.80	\$ 300.40	\$ -	\$ -	\$ -	\$ -	\$ -		
Building EMV Captured Taxes	\$ -	\$ 300.40	\$ 600.80	\$ 901.20	\$ 1,201.60	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>TOTAL</b>												
Amount of Abatement	\$ 1,502.00	\$ 1,201.60	\$ 901.20	\$ 600.80	\$ 300.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,506.00	REQUESTED \$\$\$
Amount of Taxes the City recieves	\$ 1,768.00	\$ 2,068.40	\$ 2,368.80	\$ 2,669.20	\$ 2,969.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,844.00	BALANCE OF SPECIALS
Total Tax Bill (city)	\$ 3,270.00	\$ 3,270.00	\$ 3,270.00	\$ 3,270.00	\$ 3,270.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,350.00	FORGAVE
												TAX ABATEMENT
BASED OF 1.5% TAX RATE INCREASE PER YEAR												
year	1	2	3	4	5	6	7	8	9	10		
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030		
	100%	80%	60%	40%	20%	0%	0%	0%	0%	0%		
Base EMV Captured Taxes	\$ 1,811.46	\$ 1,838.63	\$ 1,866.21	\$ 1,894.21	\$ 1,922.62	\$ -	\$ -	\$ -	\$ -	\$ -		
Building EMV Abated Taxes	\$ 1,507.25	\$ 1,223.88	\$ 931.68	\$ 630.44	\$ 319.95	\$ -	\$ -	\$ -	\$ -	\$ -		
Building EMV Captured Taxes	\$ -	\$ 305.97	\$ 621.12	\$ 945.66	\$ 1,279.79	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>TOTAL</b>												
Amount of Abatement	\$ 1,507.25	\$ 1,223.88	\$ 931.68	\$ 630.44	\$ 319.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,613.20	REQUESTED \$\$\$
Amount of Taxes the City recieves	\$ 1,811.46	\$ 2,144.61	\$ 2,487.33	\$ 2,839.86	\$ 3,202.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,485.68	BALANCE OF SPECIALS
Total Tax Bill (city)	\$ 3,318.71	\$ 3,368.49	\$ 3,419.02	\$ 3,470.30	\$ 3,522.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,098.87	FORGAVE
												TAX ABATEMENT

tc_base	\$	3,144.00
tc_improvement	\$	2,616.00
tc_total	\$	5,760.00

TAX RATE	1	2	3	4	5	6	7	8	9	10
56.765	57.6165	58.4807	59.3579	60.2483	61.1520	62.0693	63.0003	63.9454	64.9045	65.8781



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	Canoga Park Childcare, LLC - 2) Consideration of Resolution Number XXXX, Second Series, a resolution approving business tax abatement.
<b>Background Information:</b>	<p>On August 27, 2019 a public hearing was called for and to be held on September 24 regarding a business property tax abatement request.</p> <p>Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement.</p> <p>The proposed project is a 1,680 square foot addition to the existing facility. The space will include a new primary entrance, office and meeting area, two handicap assessable restrooms, utility room, and a large open room that will double as a school-age classroom and a gym for younger children.</p> <p>Director of Economic Development Tara Onken will be in attendance to answer any questions.</p>
<b>Fiscal Impact:</b>	Attached
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	<p>Recommendation #2 To approve Resolution Number XXXX, Second Series, a resolution approving business property tax abatement</p>

RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BEING DEVELOPED BY  
Canoga Park Childcare, LLC; GRANTING THE ABATEMENT

BE IT RESOLVED by the Common Council of the City of Marshall, Minnesota, as follows:

Section 1. AUTHORIZATION AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. CANOGA PARK CHILDCARE, LLC has applied for a Business Tax Abatement pursuant to the City's Tax Abatement Policy on property legally described as: Parcel ID: 27-814001-0, 702 E. Southview Dr., Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on September 24, 2019, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Marshall Independent, the official newspaper of the City.

Section 2. FINDINGS. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County's current property tax levy, or \$200,000.
- 2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the City on the Property for five (5) years, commencing with taxes payable for the assessed value related to the capital improvements on said parcel. The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first.

3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30<sup>th</sup> of that calendar year.

3.03 The tax abatement shall be for the commercial capital improvements only. Land values and the current base value are not eligible and will not be abated.

3.04. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.

3.05. The Abatement total is estimated to be approximately \$4,506.00 and should not exceed that amount. The Abatement scale approved is as follows:

- Year 1 – 100% Abatement
- Year 2 – 80% Abatement
- Year 3 – 60% Abatement
- Year 4 – 40% Abatement
- Year 5 – 20% Abatement

Passed by the Common Council of the City of Marshall, this 24<sup>th</sup> day of September 2019.

\_\_\_\_\_  
Mayor, City of Marshall

ATTEST:

\_\_\_\_\_  
City Clerk



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Public Hearing and Adoption of Ordinance Amendment to Section 86-96 to permit a gun range as a Conditional Use
<b>Background Information:</b>	<p>The original MERIT Center master plan included a gun range shown west of the driving track north of Erie Road. A gun range is not listed as a permitted or conditional use in any zoning district. The area north of Erie Road is zoned A - Agricultural District.</p> <p>It seems to make sense to add outdoor gun ranges for law enforcement officers as a conditional use to A - Agricultural Districts. Several other cities that have outdoor shooting ranges were contacted and it seems to be a common way to have them listed as a conditional use in a rural or agricultural district.</p> <p>A few other minor changes are also proposed to streamline the Agricultural District Section and make it more consistent with the rest of the ordinances.</p> <p>The MERIT Center master plan is attached for your reference.</p> <p>At the June 12, 2019, regular Planning Commission meeting Steen made a motion, second by Schroeder to recommend to city council an approval as recommend by staff. All voted in favor of the motion.</p> <p>At the meeting on August 21, 2019, Legislative and Ordinance Committee voted to recommend to council the approval of revisions amending Section 86-96 A - Agricultural District as recommended by staff.</p> <p>The Ordinance Amendment to permit a gun range as a Conditional Use in an A – Agricultural District was introduced at the September 10, 2019, City Council meeting.</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	None.
<b>Recommendations:</b>	<p>#1 that the Council close the public hearing on the Ordinance Amendment to Section 86-96 to permit a gun range as a Conditional Use.</p> <p>#2 that the Council adopt Ordinance No. XXX, Second Series, Amending Section 86-96 A - Agricultural District to permit a gun range as a Conditional Use in an A – Agricultural District.</p>

Sec. 86-96. - A agricultural district.

(a) *Intent; scope.* This section applies to the A agricultural district. This A district preserves land for agricultural or undeveloped uses until development pressures require that such land be released and rezoned for purposes of controlled and orderly growth according to the comprehensive plan pending proper timing and allowance for the economical provision of urban services.

(b) *Permitted uses.* The following uses shall be permitted in the A agricultural district:

Agricultural, farming and truck gardening, shrimp growing in enclosed facilities, nurseries and greenhouses, except kennels, terrestrial (land) animal or poultry farms operated for commercial purposes.

Golf courses, except clubhouses.

Parks and recreational areas owned or operated by governmental agencies, ~~except auto race tracks.~~

(c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the A agricultural district:

Accessory uses customarily incident to the uses permitted in subsections (a) and (b) of this section.

Fallout shelters.

Keeping of not more than two boarders and/or roomers by a resident family; ~~provided, however, that the council may grant a special permit to keep more than two boarders and/or roomers for one year at a time upon proof of compliance by the applicant for such special permit with the provisions of this chapter prescribing the required number of off-street parking spaces.~~

Private garage.

Private swimming pool when completely enclosed within a chainlink or similar fence five feet high.

Single-family farm residences if used by the farm owner or operator, member of the immediate family, or an employee working on the premises.

Solar energy collectors and systems.

(d) *Conditional uses.* All conditional use permits for the A district may only be issued if the proposed use meets the specific requirements of this section and also meets the general regulations as outlined in article VI and meets the eligibility for conditional use permits as specified in article II, division 2. The following uses may be allowed in the A agricultural district by conditional use permit:

Driving tracks and aAutomobile, motorcycle, go-cart or snowmobile race tracks.

Archery range.

Cemetery, memorial garden.

Crematorium.

Golf clubhouse, country club, ~~public swimming pool,~~ private swimming pool serving more than one-family, provided that no principal structure shall be located within 25 feet of any lot line of an abutting lot in any of the classes of residence districts.

Outdoor gun range

Keeping of three or more roomers or boarders.

Offices of persons and home occupations in existing structures when they meet the specific conditions of section 86-50.

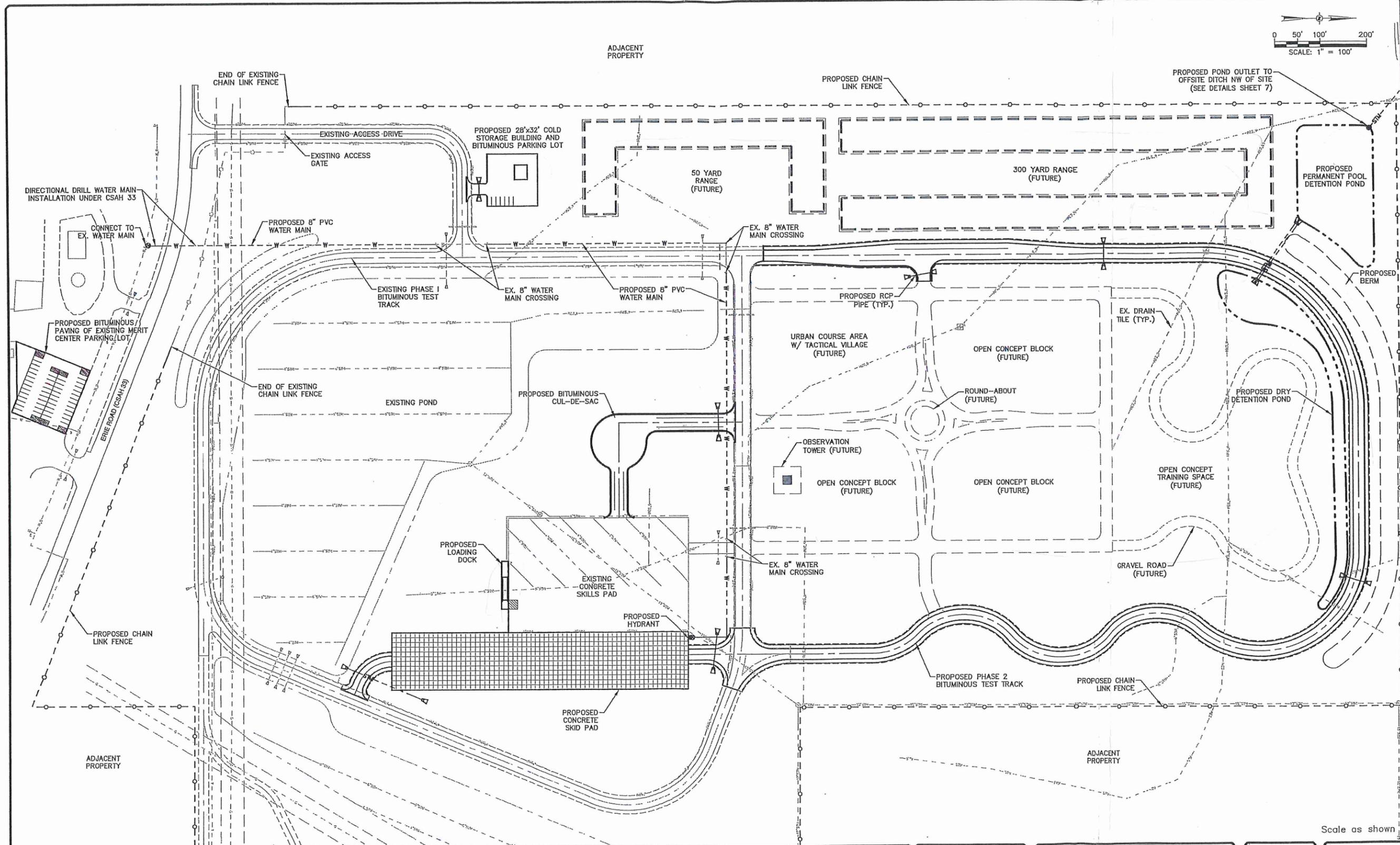
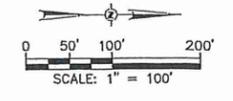
Other residential uses of the same general character as listed in subsection (b).

Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.

- (e) *Height, yard, area and lot width and depth regulations.* Height, yard, area and lot width and depth regulations for the A district are as follows:
- (1) *Height regulations.* No building hereafter erected or altered shall exceed 2½ stories or 30 feet in height.
  - (2) *Front yard regulations.*
    - a. There shall be a front yard having a depth of not less than 25 feet except as otherwise provided in this section.
    - b. There shall be a front yard of not less than 35 feet on a lot or plot that abuts a thoroughfare as shown on the adopted city thoroughfares plan.
    - c. Where a lot is located at the intersection of two or more streets, there shall be a front yard on each street side of each corner lot. No accessory buildings shall project into the front yard of either street.
  - (3) *Side yard regulations.* There shall be a side yard, on each side of a building, each having a width of not less than five feet.
  - (4) *Rear yard regulations.* There shall be a rear yard having a depth of not less than 25 percent of the lot depth.
  - (5) *Lot area regulations.* Every lot on which a single-family dwelling is erected shall contain an area of not less than 22,000 square feet.
  - (6) *Lot width and depth regulations.* Every lot or plot of land on which a single-family dwelling is erected shall have a minimum width of not less than 110 feet at the building setback line, and a minimum depth of not less than 200 feet.
- (f) *General regulations.* Additional regulations in the A agricultural district are set forth in article VI of this chapter.
- (g) *Future annexation.* Any land annexed to the city in the future shall be placed in the A agricultural district until placed in another district by action of the council after recommendation of the planning commission.

(Code 1976, § 11.06; Ord. No. 404 2nd series, § 1, 11-16-1998; Ord. No. 407 2nd series, § 1, 12-21-1998; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 720 2nd series, § 1, 5-9-2017)

**Cross reference**— Animals, ch. 14.



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Item 9.

**GRAEF**  
 100 South 5th Street, Suite 1900  
 Minneapolis, MN 55402  
 763 / 898 4185  
 www.graef-usa.com

  
**CITY ENGINEERS OFFICE**  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56258

**MERIT** Center Road Course - Phase 2  
 OVERALL LAYOUT PLAN **46**

NO.	REVISIONS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
 Date: 1/15/2019  
 Signature: *Patrick J. Stueck*  
 Title: Professional Engineer

DATE 01/15/2019	PROJECT NO. MER-2019
DRAWN BY MDS	SHEET NO. 2 OF 58

Scale as shown

2-3

ORDINANCE NO. \_\_\_\_\_, SECOND SERIES

ORDINANCE AMENDING  
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 86  
RELATING TO ZONING

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

Section 1: City Code of Ordinances, in the section shown below, is hereby amended by adding the following uses as a conditional use

Sec. 86-96. - A agricultural district, (d) Conditional uses;

Outdoor gun range.

Driving track.

Keeping of three or more roomers or boarders.

All other listed conditional uses remain unchanged.

Section 2: This ordinance shall take effect after its passage and publication.

Passed and adopted by the Common Council this 24<sup>th</sup> day of September, 2019.

THE COMMON COUNCIL

ATTEST:

\_\_\_\_\_  
Mayor of the City of Marshall, MN

\_\_\_\_\_  
City Clerk

Introduced on: September 10, 2019

Final Passage on: September 24, 2019

Published in the Marshall Independent: \_\_\_\_\_



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider renewal of the group Long-Term Disability Insurance policy
<b>Background Information:</b>	<p>The existing Group Long-Term Disability Insurance policy expires on 12/31/19. Following a request for proposal process, our existing carrier, Madison National Life Insurance Company, Inc. presented the lowest quote. The renewal information includes a rate decrease from \$0.19 to \$0.175 per \$100 of covered payroll; resulting in a cost savings of approximately \$996.00 annually. This rate is guaranteed for 3 years beginning 01/01/2020.</p> <p>Staff recommend approval.</p>
<b>Fiscal Impact:</b>	Decrease in the premium rate from \$0.19 to \$0.175 resulting in an annual savings of approximately \$996.00.
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve renewal of the group Long-Term Disability insurance policy with Madison National Life Insurance Company, Inc. for 2020-2022.

September 9, 2019

Sheila Dubs  
 Human Resource Manager  
 City of Marshall  
 344 West Main Street  
 Marshall, MN 56258

RE: Insurance Renewal for City of Marshall , Group # 020319  
 Long-Term Disability, Madison National Life Insurance Company, Inc.  
 Carrier Policy # 0282, NIS Policy # 1546

Dear Ms. Dubs:

The Long-Term Disability Insurance renews January 1, 2020. As discussed, per the results of the recent formal bid conducted for the City, I am pleased to inform you that Madison National Life Insurance Company, Inc. will be retaining the business at a reduced rate and extended rate guarantee. Your renewal rates are as follows:

**Long-Term Disability**

Current Rate	Renewal Rate eff 1/1/20
\$0.19 Per \$100 of Covered Payroll	<b>\$0.175 Per \$100 of Covered Payroll</b>

These rates are guaranteed for 3 Years until January 1, 2023, assuming no changes to the current benefit structure.

We believe our level of commitment to you is most evident in our ongoing efforts to secure both competitive pricing and extended rate guarantees. We truly appreciate your business and the opportunity to continue negotiating on your behalf.

In return for your commitment to National Insurance Services (NIS), NIS agrees to provide the following:

- Annual Best Practices Service Visit or Call
- Dedicated Account Representative
- Dedicated Client Relations Representative
- Dedicated Billing Representative
- Free Gap Analysis (when requested)
- Compliance with State Bid Laws
- Monitoring Market Conditions

By signing the below, you are acknowledging your reciprocal 3 Year commitment to NIS. In pricing the renewal, the claims risk and administrative expenses are spread over the rate guarantee. In exchange for our rate guarantee, you must remain directly contracted with NIS for the duration of the rate guarantee. In the event you cancel prior to the end of the rate guarantee a risk charge in the amount of 1% of annual premium will be assessed for each month remaining on the rate guarantee.

Corporate Headquarters  
 250 South Executive Drive  
 Suite 300  
 Brookfield, WI 53005

Indiana Office  
 9100 Meridian Square  
 50 East 91st Street  
 Suite 315  
 Indianapolis, IN 46240

Michigan Offices  
 310 East Michigan Avenue  
 Suite 503  
 Kalamazoo, MI 49007

43120 Utica Road  
 Suite 400  
 Sterling Heights, MI 48314

120 East Liberty  
 Suite 220  
 Ann Arbor, MI 48104

Minnesota Office  
 14852 Scenic Heights Road  
 Suite 210  
 Eden Prairie, MN 55344

Nebraska Office  
 9202 West Dodge Road  
 Suite 302  
 Omaha, NE 68114

Pennsylvania Office  
 375 Southpointe Blvd  
 Suite 220  
 Canonsburg, PA 15317

Please complete the bottom portion and return a copy to National Insurance Services as indication of your acceptance of the renewal. Thank you for your continued business. Please do not hesitate to call me if you have any questions.

Sincerely,



Lisa Heiling  
Account Representative

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The January 1, 2020 renewal of Group Long-Term Disability Insurance as outlined above is accepted.

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Signature & Title

---

Date

Insurance Renewal for City of Marshall , Group # 020319  
Long-Term Disability, Madison National Life Insurance Company, Inc.  
Carrier Policy # 0282, NIS Policy # 1546



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These vehicles will be auctioned on-line at the state site or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That the vehicles be declared as surplus property by the City of Marshall.

16-23073	11 Ford Fiesta	FN2J1N MO		Forf (Co Atty)
17-22132	97 Chevy Silverado	13411D	2GCEK19R2V1237205	Forf (City Atty)
17-6425	00 Chev Lumina	020 NKE		Forf (Co Atty)
19-05	05 Ford F150	6BT194	1FTPW1450SKD71857	Forf (City Atty)
16-18709	00 Chev PU	692 MYP	1GCEK19TOY111507R	Forf (Co Atty)

18-19030	11 Jeep Cherokee	570 LMR	1J4RR4GG5BC563404	Forf (Co Atty)
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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	National Highway Traffic Safety Grant
<b>Background Information:</b>	<p>The Minnesota Department of Public Safety, Office of Traffic Safety (OTS) has partnered with law enforcement agencies to conduct highly-visible, well publicized safety enforcement programs. The traffic safety program the Marshall Police Department has participated in is Toward Zero Deaths (TZD). The National Highway Traffic Safety Administration provides federal funding to the OTS to design and implement public education and traffic law enforcement programs like TZD with a goal of zero road fatalities and promoting safe and smart driving behavior.</p> <p>The Marshall Police Department partners with 8 other local agencies that focus on impaired driving, speeding, pedestrian safety and seatbelt compliance. The 2020 grant award begins October 1<sup>st</sup>, 2019 and ends September 30<sup>th</sup>, 2020. The grant award amount is for \$16,800.00</p> <p>The Marshall Police Department will act as the fiscal agent and compile information from other partner agencies and submit activity reports to the OTS.</p>
<b>Fiscal Impact:</b>	NONE ---Will receive funding for additional traffic enforcement.
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Approve the Marshall Police Departments participation in the Towards Zero Death (TZD) program and serve as the fiscal grant agent for the partner agencies.

## RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

WHEREAS, the City of Marshall on behalf of its Police Department desires to enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety enforcement projects during the period from October 1, 2019 through September 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Marshall, Minnesota as follows:

1. That the grant agreement between the Minnesota Department of Public Safety and the City of Marshall on behalf of its Police Department, is hereby approved. A Copy of the Grant Agreement is attached to this Resolution and made a part of it.
2. That the Director of Public Safety, Jim Marshall, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Marshall on behalf of its Police Department and to be the fiscal agent and administer the grant.
3. That Robert Byrnes, the Mayor for the City of Marshall, and Kyle Box, the City Clerk, are authorized to sign the Grant Agreement.

Passed and Adopted by the City Council of Marshall on September 24<sup>th</sup>, 2019 .

CITY OF MARSHALL

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By: Robert Byrnes  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Kyle Box  
Its City Clerk



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of an amendment to the Personnel Policy Manual--Appendix B--Maximum Allowable Reimbursement/Per Diem Rates
<b>Background Information:</b>	<p>On an annual basis, Staff provide recommended amendments to the Employee Personnel Policy Manual—Appendix B—the Maximum Allowable Reimbursement / Per Diem Rates based upon the General Services Administration (G.S.A.) per diem rates. A red-lined copy of Appendix B is attached for your review and consideration.</p> <p>A copy of the Travel policy is also included for reference purposes only; no amendments are being proposed by staff for the Travel policy.</p> <p>The proposed amendments are consistent with Council direction since August 2009, and consistent with the G.S.A. website per diem rates.</p> <p><b>Supplemental background on Appendix B:</b> Since August 2009, the City Council has established the City’s maximum allowable reimbursement and per diem rates for non-local travel in accordance with the rates established by the U.S. General Services Administration (GSA) rate schedule. The GSA per diem rates are set by federal fiscal year, which begins on October 1 and ends on September 30 each year. The GSA schedule includes several rate adjustments for FY2020. The rates shown are for in-state travel only. Where employees receive authorization to travel out-of-state, the employee clicks on the web-link provided in this Appendix to find the designated per diem rates.</p> <p><b>Supplemental background on the Meal Per Diems:</b> the Council will note that the Meal Per Diem column on the City’s schedule reflects a decrease of \$5 from the GSA table (if you were to go to <a href="http://www.gsa.gov">www.gsa.gov</a>). Since August 2009, the Council has approved meal per diems consistent with the GSA schedule, <u>minus</u> the “Incidental Expenses”, which equates to \$5 for all locations. Per the City’s policy, any incidental or miscellaneous expenses require Division Director approval and submission of an itemized bill/receipt from the vendor. Examples of miscellaneous expenses may include, but are not limited to: parking fees, taxi fare, internet access charges, and fax charges.</p> <p>If approved by the City Council, staff would proceed with updating the cover page (date of revision) and table of contents (date of revision).</p>
<b>Fiscal Impact:</b>	
<b>Alternative/Variations:</b>	None recommended. If the Council desires additional discussion on this amendment, Staff will schedule a Personnel Committee meeting.

<b>Recommendations:</b>	To approve amendment of Appendix B, the Maximum Allowable Reimbursement/Per Diem Rates of the Personnel Policy Manual
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**City of Marshall Personnel Policy Manual**  
**MAXIMUM ALLOWABLE REIMBURSEMENT / PER DIEM RATES**  
**FOR NON-LOCAL TRAVEL**

**Lodging and Meal Expenses – Effective ~~November 28, 2018~~October 1, 2019 thru September 30, ~~2019~~2020**

*To view rates outside of Minnesota, go to <a href="http://www.gsa.gov">www.gsa.gov</a> and reference “Per Diem Rates” for the state of your primary designation to determine which lodging and meal rates apply. When applying meal per diems to out-of-state locations, subtract the incidental per diem from the total per diem rate.						
Primary Destination	County	Season Begin Date	Season End Date	Lodging (not including taxes)	Meal Per Diems	Total Meal Per Diems will be reduced when meals are furnished to travelers as part of conference fees paid by the City.
Standard Rate This rate applies to all MN destinations or counties not specifically listed below.				\$ <del>94</del> 96	\$50	Breakfast--\$13 Lunch--\$14 Dinner--\$23
Duluth	St. Louis	10/01/ <del>1819</del>	10/31/ <del>1819</del>	\$ <del>154</del> 164	\$71	Breakfast--\$18 Lunch--\$19 Dinner--\$34
Duluth	St. Louis	11/01/ <del>1819</del>	05/31/ <del>1920</del>	\$121		
Duluth	St. Louis	06/01/ <del>1920</del>	08/31/ <del>1920</del>	\$ <del>171</del> 164		
Duluth	St. Louis	09/01/ <del>1920</del>	09/30/ <del>1920</del>	\$ <del>154</del> 164		
Eagan / Burnsville / Mendota Heights / Lakeville/ Inver Grove Heights	Dakota			\$ <del>99</del> 98	\$66	Breakfast--\$17 Lunch--\$18 Dinner--\$31
Minneapolis / St. Paul	Hennepin and Ramsey	10/01/ <del>1819</del>	10/31/ <del>1819</del>	\$ <del>151</del> 157	\$71	Breakfast--\$18 Lunch--\$19 Dinner--\$34
Minneapolis / St. Paul	Hennepin and Ramsey	11/01/ <del>1819</del>	<del>03</del> 04/31/ <del>1920</del>	\$ <del>135</del> 130		
Minneapolis / St. Paul	Hennepin and Ramsey	<del>04</del> 05/01/ <del>1920</del>	09/30/ <del>1920</del>	\$ <del>151</del> 157		
Rochester	Olmsted			\$ <del>124</del> 132	\$56	Breakfast--\$14 Lunch--\$16 Dinner--\$26

## ***Chapter 11: TRAVEL AND TRAINING***

### **11.1 APPLICABILITY**

This policy applies to employees of the City, members of the City Council, and members of the Boards and Commissions traveling within and outside of Marshall specifically to conduct City business.

### **11.2 EDUCATION AND TRAINING**

The City promotes employee, City Council member, and board and commission member development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for development are to ensure that employees, Council members and board and commission members develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

### **11.3 POLICY**

An expense incurred by a City employee, City Council member, Board member, or Commission member during a City business trip will be reimbursed if all of the following requirements are met:

1. the item is a reasonable and necessary expense related to the performance of official work activities while traveling on City business; and
2. the primary purpose of the expenditure is to facilitate a public or government interest for which the City is responsible, rather than a private or personal interest; and
3. the traveler has been granted advance approval; and
4. the traveler provides adequate documentation of the expense and obtains the approval of an authorized signatory on the required forms; and
5. the traveler has not and will not receive reimbursement for the claimed expense from any other source.

### **11.4 AUTHORIZATION FOR IN AND OUT OF STATE TRAVEL**

Employee travel for operational, training, professional development, or other business-related purposes must be pre-approved by the Division Director and City Administrator. City Council approval is required for travel requiring airfare or non-budgeted out of state travel. Attendance at training or conferences out of state may be approved only if the training or conference is not available locally. Authorization must be granted prior to incurring the actual expenses.

### **11.5 TRAVEL ADVANCES**

Employees may request lodging reimbursement when expenses are estimated to exceed \$200. The employee shall request approval through the expense reimbursement process expressly stating that it is an "Advance Request." The employee must make such request at least three (3) weeks in advance of the first date of the travel. No other types of expense advancements are allowed.

Lodging receipts, where required, shall be provided to the City within five (5) business days following a return to work from travel status. If the amount advanced to the employee exceeds the actual expenses listed on the receipts, the employee shall return the amount due to the City within five (5) business days following notice to the employee of the excess amount. Failure to provide the receipts and, if applicable, reimbursement of an excess amount, to the City within these timelines shall result in a permanent loss of privileges to request future travel advances under this provision and may result in disciplinary action.

### **11.6 REIMBURSEMENT REQUIREMENTS**

The City may reimburse travel costs on a per diem basis up to a maximum allowable rate, or on an actual cost incurred basis, as described in this policy. The City will require appropriate documentation and/or receipts for any expense reimbursement requested under this policy. When an employee reimbursement is necessary, the reimbursement will be handled by the Finance Department after required forms are submitted. The request for reimbursement should include the following information:

- 1) Date
- 2) Place
- 3) Meeting attended, attach registration information and agenda. If no formal agenda is available, the traveler will prepare a memo noting the purpose of the meeting, location, date(s), time(s), and any other pertinent information for the respective division director or City Administrator to sign.  
Specific reason for attendance

5) Receipt:

- a. a cash register print-out receipt which indicates the date, time, vendor name and amount of the purchase; or
- b. a dining check stub which indicates the vendor name and amount of the purchase and is accompanied by a cash register, itemized print-out receipt; or
- c. a copy of a hotel bill or similar bill, which lists the vendor name and the service(s), purchased.

An expense claim signed by the employee, with all required receipts attached, is to be reviewed by the Division Director, who shall determine if the expense reimbursement is warranted. If so, the Division Director shall endorse the expense claim and forward it to the City Administrator. No reimbursement shall be made by the City unless approved by the Division Director and City Administrator. No reimbursements will be made for any submission of expenses after 90 days following an employee's voluntary or involuntary termination of employment.

### **11.7 MEAL REIMBURSEMENT IN LOCAL TRAVEL STATUS**

Employees in local travel status will be reimbursed for the actual cost for meals or the maximum reimbursement rate, whichever is less, according to the schedule provided in Appendix A and upon submission of a receipt for the actual cost of meals including tax and a gratuity of no greater than 15% of the cost of the meal. Reimbursement for meals will be allowed only where the employee is attending a seminar or conference as a representative of the City for a specific purpose, or where the employee's attendance will directly benefit the City. No reimbursement will be allowed for meetings which are of a social nature. Employees should schedule meetings outside of meal periods whenever possible. If not possible, the employee's reimbursement amount will not exceed the maximum allowable rates for local travel.

### **11.8 MEAL EXPENSES**

Employees traveling outside of Marshall in an approved travel status will receive payment on a per diem (maximum daily rate) basis for meals as provided in Appendix B. The per diem amount is a daily allowance for meal expenses in lieu of reimbursement for actual expenses. The per diem amount covers meal expenses, taxes, and related gratuity.

Eligibility for reimbursement of meal expenses is as follows:

- To be eligible for breakfast, the traveler must be in travel status at 6:00 AM or before.
- To be eligible for lunch, the traveler must be in travel status between the entire period of time from 11:00 AM and 1:00 PM.
- To be eligible for dinner, the traveler must be in travel status until 8:00 PM.

When meals are furnished to travelers as part of conference/training fees paid by the City, the corresponding meal rate will be deducted from the total per diem rate for that day. If actual expenses exceed the applicable per diem rates, the excess amount is a personal expense of the traveler. If actual expenses are less than the per diem rate, the traveler is not required to refund the difference to the City.

Receipts are not required for eligible meal per diem allowances.

### **11.9 LODGING EXPENSES**

Employees traveling outside of Marshall in an approved travel status will be reimbursed for the actual cost of lodging, up to the maximum reimbursement rate as provided in Appendix B. The reimbursement amount, up to the maximum reimbursement rate, excludes lodging taxes.

Lodging reimbursement will not be approved for lodging in the event the traveling employee could arrive at the destination on time by leaving Marshall by 6:30AM nor will reimbursement be approved if the employee could return to Marshall by 10:30PM. No reimbursement will be approved for lodging in the event the traveling employee elects to drive a personal vehicle in lieu of City recommended air travel. Any expenses incurred as a result of additional time required to reach such destination shall be incurred by the employee.

**Item 13.** In the event that lodging cannot be secured within the maximum reimbursement rate as provided in Appendix B, the employee may be reimbursed for actual lodging costs, provided adequate substantiation

and pre-approval of the Division Director and City Administrator. Prior to incurring expenses, the traveler may submit for reimbursement of additional lodging expenses when:

- The traveler provides a minimum of three (3) quotes from alternative lodging options within a 10-mile radius of the meeting location; and
- There is no option of reasonable lodging accommodation within the maximum reimbursement rate.
- If there are fewer than three (3) lodging options available within the 10-mile radius of the meeting location, the traveler will provide as many quotes as are available.
- The traveler will receive payment/reimbursement for lodging expenses for the lowest reasonable option; regardless of the lodging option selected. Additional costs will be at the traveler's expense.

When a conference and associated lodging are co-located, the City Administrator may approve an exception to the maximum reimbursement rate for lodging.

For reimbursement of lodging expenses and taxes, an itemized bill from the vendor must be submitted. Proof of any required approvals must be provided.

#### **11.10 MISCELLANEOUS EXPENSES**

"Miscellaneous expenses" means City business travel costs other than meals, airfare, registration fees, and lodging charges. Miscellaneous expenses include, but are not limited to, items such as parking fees, taxi fare, internet access charges, fax charges, and business telephone charges. Some miscellaneous expenses incurred during business travel may not be eligible for City reimbursement due to not meeting all of the reimbursement requirements. The respective division director will decide reasonable and reimbursable miscellaneous expenses. If an employee uses a laptop to access work materials such as email, the employee should ask the hotel/motel about Internet costs prior to travel. Pre-approval is required for Internet access charges and the Division Director should establish a maximum dollar amount allowable.

For reimbursement of miscellaneous expenses, an itemized bill/receipt from the vendor must be submitted. Proof of any required approvals must be provided.

#### **11.11 TRANSPORTATION METHOD AND MILEAGE EXPENSE**

The traveler should choose the method of transportation that is the lowest total cost. For non-local travel, the traveler is encouraged to use a rental car, where there is a cost benefit to the City.

While on City business, the traveler will be reimbursed for mileage expenses while utilizing a personal vehicle. Mileage will be reimbursed at the standard business mileage rate for transportation expenses paid or incurred as allowed by the Internal Revenue Service (IRS). Claims for mileage reimbursement will include date of travel, purpose, and total miles submitted on an approved form. No mileage reimbursement will be paid for commuting from an employee's personal residence to City Hall or a workstation. The IRS adopted rate will remain in effect unless modified by the Marshall City Council.

When two or more employees are attending the same seminar, convention, or meeting, carpooling shall be practiced whenever possible. Mileage will be based upon the official State Highway Map from Marshall, MN to the destination, unless there is a valid reason for additional mileage. If an employee, for his or her own convenience, travels by an indirect route or interrupts travel by the most economical route, the employee will bear any extra expense involved. Reimbursement for such travel will be for only that part of the expense as would have been necessary in order to travel.

Vehicle allowances may be provided to City employees based upon a demonstrated business need. The City Council will determine whether a demonstrated business need has been established as well as the appropriate level of vehicle allowance to be received. All vehicle allowances will be reviewed annually as part of the budget process. Criteria to be considered in evaluating business need and/or purpose include:

- The nature of the position and the duties which require the employee to be mobile;
- The extent to which the employee's position involves duties and obligations beyond the normal work hours and work location; and
- Any comparable market factors applicable to the position or like-positions.

Vehicles operated by those receiving such allowance should be appropriate for business use. As representatives of the City, those receiving a vehicle allowance are expected to maintain their vehicles and keep them in a safe and clean condition. When operating their vehicles, such employees shall observe applicable rules of the road.

Employees receiving a vehicle allowance may receive a non-taxable payment toward the vehicle allowance up to the vehicle allowance rate under Appendix A by providing documented work related miles traveled according to the Internal Revenue Service (IRS) rate. The schedule and documentation shall be provided by the Human Resource department. Any undocumented vehicle allowance payments will be included in the employee's taxable income. No mileage reimbursement shall be paid to employees receiving a vehicle allowance for local travel using his/her personal vehicle. Employees receiving a vehicle allowance are eligible for non-local mileage reimbursement in accordance with the IRS rate. Reference Appendix A for approved positions and allowance amounts.

#### **11.12 COMPENSATION FOR TRAVEL AND TRAINING TIME**

Employees will receive compensation during travel and/or training time in accordance with the compensation policies in Chapter 5 of this Personnel Policy Manual. While in travel status, employees will not be compensated for the time taken for meals. Non-compensable time also includes the time spent in travel status as a passenger on an airplane, bus, boat, or train outside of the regular work schedule. Where conferences include optional social activities outside of the scope of the training offered, participation by the employee is considered voluntary and therefore, non-compensable and at the employee's own expense.

#### **11.13 NON-ALLOWABLE EXPENSES**

The following are expenses including, but not limited to, those incurred by an employee that will not be reimbursed by the City:

- 1) Laundry, cleaning, or valet services (except of trips over one week duration)
- 2) Tobacco
- 3) Alcoholic Beverages
- 4) Entertainment (Movies, computer games, internet access for personal use, etc.)
- 5) Personal telephone calls
- 6) First-class travel accommodations (unless all other seats are taken)
- 7) Meals and lodging in lieu of other meals and/or lodging which are included in the registration fee
- 8) Traffic or parking tickets, fines, forfeitures or penalties
- 9) Rental vehicles except as pre-approved by the City Administrator
- 10) Supplemental car insurance purchased at the rental car agency
- 11) Expenses of a traveling companion who is not a City employee
- 12) Loss or damage to personal property
- 13) Barber, beauty parlor, shoeshine or toiletries
- 14) Personal postage.

**City of Marshall Personnel Policy Manual**  
**SCHEDULE OF FEES AND RATES**

<b>Applicable Policy</b>		<b>Fees / Rates</b>
6.6	COBRA Administration Fee	2%
9.2	Safety Equipment/Gear Safety Footwear—initial or replacement	Maximum reimbursement \$150.00 per calendar year  \$175 per calendar year for AFSCME job classifications requiring protective footwear (e.g., steel toe boots)
11.7	Maximum Meal Allowance Rates for *Local Travel Breakfast Lunch Dinner *Reference Appendix B for Non-Local Travel Rates	Rates include tax and gratuity \$9.50 \$12.50 \$20.00
11.11	Vehicle Allowance—approved positions: Director of Public Works/City Engineer Director of Public Safety	\$250.00 per month
12.4	Mobile Communication Device Allowances Tier 1--City Administrator and Division Director Tier 2 --Personnel under the management of the City Administrator or Division Director Data Service Plan	\$40 per month \$30 per month  \$40 per month

**City of Marshall Personnel Policy Manual  
MAXIMUM ALLOWABLE REIMBURSEMENT / PER DIEM RATES  
FOR NON-LOCAL TRAVEL**

**Lodging and Meal Expenses – Effective November 28, 2018 thru September 30, 2019**

*To view rates outside of Minnesota, go to <a href="http://www.gsa.gov">www.gsa.gov</a> and reference “Per Diem Rates” for the state of your primary designation to determine which lodging and meal rates apply. When applying meal per diems to out-of-state locations, subtract the incidental per diem from the total per diem rate.						
Primary Destination	County	Season Begin Date	Season End Date	Lodging (not including taxes)	Meal Per Diems	Total Meal Per Diems will be reduced when meals are furnished to travelers as part of conference fees paid by the City.
Standard Rate This rate applies to all MN destinations or counties not specifically listed below.				\$94	\$50	Breakfast--\$13 Lunch--\$14 Dinner--\$23
Duluth	St. Louis	10/01/18	10/31/18	\$154	\$71	Breakfast--\$18 Lunch--\$19 Dinner--\$34
Duluth	St. Louis	11/01/18	05/31/19	\$121		
Duluth	St. Louis	06/01/19	08/31/19	\$171		
Duluth	St. Louis	09/01/19	09/30/19	\$154		
Eagan / Burnsville / Mendota Heights / Lakeville/ Inver Grove Heights	Dakota			\$99	\$66	Breakfast--\$17 Lunch--\$18 Dinner--\$31
Minneapolis / St. Paul	Hennepin and Ramsey	10/01/18	10/31/18	\$151	\$71	Breakfast--\$18 Lunch--\$19 Dinner--\$34
Minneapolis / St. Paul	Hennepin and Ramsey	11/01/18	03/31/19	\$135		
Minneapolis / St. Paul	Hennepin and Ramsey	04/01/19	09/30/19	\$151		
Rochester	Olmsted			\$124	\$56	Breakfast--\$14 Lunch--\$16 Dinner--\$26



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Wastewater Treatment Facilities Improvement Project - Consider Payment of Bolton & Menk, Inc. Invoice 0237705.
<b>Background Information:</b>	<p>Attached is Invoice 0237705 to Bolton &amp; Menk, Inc., of Mankato, Minnesota, for the above-referenced project.</p> <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
<b>Fiscal Impact:</b>	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize payment of Invoice 0237705 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$14,655.20.



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.  
 1960 Premier Drive | Mankato, MN 56001-5900  
 507-625-4171 | 507-625-4177 (fax)  
 www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment



\* 2 0 1 9 \*



\* 0 2 3 7 7 0 5 \*



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

August 19, 2019  
 Project No: T22.115360  
 Invoice No: 0237705

**Marshall/WWTF Improvements**

Marshall WWTF Improvement

Professional Services per Agreement from July 13, 2019 through August 9, 2019:

Construction Services (004)

**Professional Services**

	Hours	Amount	
Principal	54.00	9,720.00	
Administrative	5.50	480.00	
Specialist	6.50	741.00	
Licensed Project Surveyor	7.00	980.00	
Survey Technician	1.00	111.00	
Technician	15.00	1,125.00	
Totals	89.00	13,157.00	
<b>Total Labor</b>			<b>13,157.00</b>

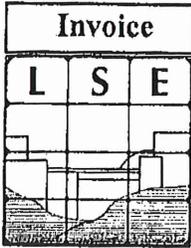
**Consultants**

LS Engineers, Inc.			
6/21/2019	LS Engineers, Inc.	838.50	
7/26/2019	LS Engineers, Inc.	523.50	
<b>Total Consultants</b>	<b>1.10 times</b>	<b>1,362.00</b>	<b>1,498.20</b>

**Total this Task \$14,655.20**

**Total this Invoice \$14,655.20**

VENDOR # 0724  
 INVOICE # 0237705  
 \$ AMOUNT 14,655.20  
 DATE 8-19-19  
 ACCT & PROJ # 10290581-5520 W13  
 DESCRIPTION WWTF Improvements  
 SIGNATURE [Signature]



**LSEngineers, Inc.**  
 234 North Main Street  
 Le Sueur, MN 56058  
 Phone: 507-665-6255

June 19, 2019  
 Invoice No: 14188

**RECEIVED JUN 20 2019**

Bolton & Menk, Inc. (Mankato)  
 Email to ap@bolton-menk.com

Project 18-147 MARSHALL, MN WWTF IMPROVEMENTS (T22.115360)

K Yahnke

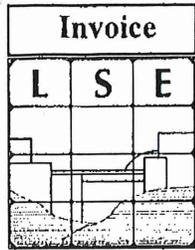
**Professional Services**  
**Professional Personnel**

	Hours	Rate	Amount	
<b>ENGINEERING</b>				
Guetter, Kyle	.50	80.00	40.00	
Lehnertz, William	3.00	160.00	480.00	
Salfer, Brian	1.00	160.00	160.00	
<b>DRAFTING</b>				
Boelter, Cole	1.00	102.00	102.00	
Rose, Donald	.50	113.00	56.50	
Totals	6.00		838.50	
<b>Total Labor</b>				<b>838.50</b>
				<b>Total this Invoice 838.50</b>

	Current	Prior	Total	Received	A/R Balance
<b>Billings to Date</b>	<b>838.50</b>	<b>40,818.50</b>	<b>41,657.00</b>	<b>40,818.50</b>	<b>838.50</b>

LS		WJW	
PROJECT	TASK	ACCOUNT	AMOUNT
T22.115360		5110	\$ 838.50
			\$

RECEIVED JUL 24 2019



**LSEngineers, Inc.**  
 234 North Main Street  
 Le Sueur, MN 56058  
 Phone: 507-665-6255

July 24, 2019  
 Invoice No: 14249

Bolton & Menk, Inc. (Mankato)  
 Email to ap@bolton-menk.com

Project 18-147 MARSHALL, MN WWTF IMPROVEMENTS (T22.115360)

K Yahnke

**Professional Services**  
**Professional Personnel**

	Hours	Rate	Amount	
<b>ENGINEERING</b>				
Duff, Matthew	.50	96.00	48.00	
Guetter, Kyle	1.00	80.00	80.00	
<b>DRAFTING</b>				
Rose, Donald	3.50	113.00	395.50	
Totals	5.00		523.50	
<b>Total Labor</b>				<b>523.50</b>
				<b>Total this Invoice 523.50</b>

**Outstanding Invoices**

Number	Date	Balance
14188	6/19/2019	838.50
<b>Total</b>		<b>838.50</b>

	Current	Prior	Total	Received	A/R Balance
<b>Billings to Date</b>	<b>523.50</b>	<b>41,657.00</b>	<b>42,180.50</b>	<b>40,818.50</b>	<b>1,362.00</b>

LS		WJW	
PROJECT	TASK	ACCOUNT	AMOUNT
T22.115360		5110	\$ 523.50
			\$



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider awarding farm lease for City owned property located in Commerce Industrial Park to Keith Wambeke.
<b>Background Information:</b>	<p>Commerce Industrial Park Second Addition has been platted and infrastructure has been installed in anticipation of development of this property for commercial and industrial purposes. In the meantime, as no development has occurred, the City has solicited bids to lease property for agricultural purposes. The attached map identifies 126.5 acres available for agricultural production.</p> <p>The City solicited bids regarding entering into a 4 year lease agreement for the property. Two bids were received and opened on Thursday, September 12, 2019. Two bids were received and opened on Thursday, September 12, 2019. The two bids received are as follows:</p> <ol style="list-style-type: none"> <li>1. Keith Wambeke \$70 per acre, annual payment \$8,855 per year.</li> <li>2. RJC, Inc. (Richard Carrow) \$59.76 per acre, annual payment \$7,560 per year.</li> </ol> <p>City staff is recommending that City Council award the four year farm lease to Keith Wambeke. Proposed lease is attached for your consideration. City Attorney Simpson has spoken to bidder Keith Wambeke. Mr. Wambeke intends to hay the property for each of the four years of this lease. The lease does authorize the City to develop property and thereby decrease the acres that would be subject to the lease.</p>
<b>Fiscal Impact:</b>	The income generated by the lease will exceed the real estate taxes that must be paid by the City.
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	City Council consider and authorize the proper officials to sign the farm lease on behalf of City of Marshall with Lessee Keith Wambeke.

## FARM LEASE

**THIS AGREEMENT**, Made this \_\_\_\_ day of September, 2019, by and between the City of Marshall, a municipal corporation, Lessor, and Keith Wambeke, 3053 Hwy 59, Marshall, MN 56258, Lessee.

*WITNESSETH*, That the said Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said Lessee, and the said Lessee does hereby hire and take from the said Lessor, the following described premises situated in the County of Lyon, State of Minnesota, to-wit:

Parcel 12: 126.5 +/- acres of farm land in the as described and shown on the attached map, a copy of which is attached and made a part of this Agreement.

**To Have and to Hold**, the above rented premises unto the said Lessee, their heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the term of this lease ending the 31<sup>st</sup> day of December, 2023.

And the said Lessee agrees to and with the said Lessor to pay as rent for the above-mentioned premises, for and during the full term of this lease, rent as follows:

2020	126.5 acres +/-	\$70.00/acre	\$8,855.00 due March 15, 2020
2021	126.5 acres +/-	\$70.00/acre	\$8,855.00 due March 15, 2021
2022	126.5 acres +/-	\$70.00/acre	\$8,855.00 due March 15, 2022
2023	126.5 acres +/-	\$70.00/acre	\$8,855.00 due March 15, 2023

**And it is Further Agreed**, By and between the parties as follows:

Lessee shall maintain positive weed control on land being rented, including adjacent township roadways, at their own expense.

Lessee shall furnish all materials necessary for crop production at their own expense.

Any subsequent Lessees shall have access to said premises. After current Lessee has finished with fall harvest which includes removal of crops and crop residue (residue to be removed within two weeks of crop removal), so as to allow for fall application of chemicals, if subsequent Lessee desires to apply fall chemicals.

Animal manure, if applied, must be incorporated into the soil within eight (8) hours of application. If not incorporated within said eight (8) hours, City reserves right to terminate lease and charge Lessee the cost of said incorporation.

Equipment, bales and crop products shall not be stored or remain on the site for more than five (5) days.

And the said Lessee also covenants and agrees to and with the said Lessor, not to assign this Lease or underlet the above-rented premises or any part thereof, and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said Lessee also covenants and agrees to cultivate the hereby leased premises in a careful



LESSOR  
CITY OF MARSHALL

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
City Clerk

STATE OF MINNESOTA        )  
  )ss  
COUNTY OF LYON            )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public within and for said County and State, personally appeared Robert J. Byrnes, Mayor; Sharon Hanson, City Administrator; and Kyle Box, City Clerk of the City of Marshall, a municipal corporation, on behalf of the municipality, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

**This Instrument Drafted by:**  
QUARNSTROM & DOERING, P.A.  
By: Dennis H. Simpson, Marshall City Attorney  
109 South Fourth Street  
Marshall, MN 56258  
(507)537-1441





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of Transient Merchant License for Fish & Chips, LLC
<b>Background Information:</b>	Fish & Chips, LLC is seeking approval of a transient merchant license. If approved this license would expire on 10/25/19.
<b>Fiscal Impact:</b>	\$30.00
<b>Alternative/ Variations:</b>	Not to approve this license.
<b>Recommendations:</b>	the approval of a Transient Merchant License for Fish & Chips, LLC, to operate a mobile food unit in Marshall from September 25, 2019 through October 25, 2019 contingent upon all requirements being completed at a fee of \$30.00.



5) License number or numbers of vehicles transporting applicants and their goods:

a) 2024 AB MN c) \_\_\_\_\_  
 Number State Number State

b) BCN553 MN d) \_\_\_\_\_  
 Number State Number State

6) References - including at least one bank or lending institution:

a) Jim Moran 507 825-3344  
 Name (If person give First, Middle and Last Name) Telephone Number

P.O. Box 101 Becker MN 56109  
 Street City State Zip Code

b) Judith Rodame 281-983-8728  
 Name (If person give First, Middle and Last Name) Telephone Number

12707 Bolander Blvd Houston TX 77072  
 Street City State Zip Code

c) Mary Washmy \_\_\_\_\_  
 Name (If person give First, Middle and Last Name) Telephone Number

317 4th St SW Pipestone MN 56164  
 Street City State Zip Code

7) List 3 municipalities in which applicant has conducted business in the past 12 months:

a) Pipestone MN  
 City State

b) Beardon SD  
 City State

c) Sioux Falls SD  
 City State

COMMENTS: \_\_\_\_\_

Payment  
Due With  
Application

TITLE OF APPLICANT: Mangano  
 SIGNATURE OF APPLICANT: [Signature]

Received by the City Clerk on this 20 day of September, 2019  
 Signature of the City Clerk [Signature]

REPORT OF DIRECTOR OF PUBLIC SAFETY: \_\_\_\_\_

DIRECTOR OF PUBLIC SAFETY



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works Glenn Olson at 537-6773 or Finance Director Karla Drown at 537-6764
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That the following bills and project payments be authorized for payment

PACKET: 07028 EFT Payments  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 0151 POLICE ADMINISTRATION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT	
01-1633	MARSHALL MUNICIPAL UTIL						
		I-201909113887	101-50151-3386	STORM WATER U 07/26-08/28/19	001189	80.59	
01-3653	LANGUAGE LINE SERVICES						
		I-4644089	101-50151-3311	GENERAL PROFE 08/19 SVC	001195	17.08	
					DEPARTMENT 0151 POLICE ADMINISTRATION	TOTAL:	97.67
01-4489	VERIZON WIRELESS						
		I-9837195748	101-50156-3321	TELEPHONE & C 08/02-09/01/19	001204	49.08	
	PROJ: PC5-3321	10/14-09/16	CAT GRANT	TELEPHONE			
					DEPARTMENT 0156 CHEMICAL ASSESSMENT TEAM	TOTAL:	49.08
01-5891	ONE OFFICE SOLUTION						
		I-1930810-0	101-60162-2211	GENERAL SUPPL POCKET FILES	001201	90.92	
		I-1930810-1	101-60162-2211	GENERAL SUPPL POCKET FILES	001201	17.77	
					DEPARTMENT 0162 ENGINEERING	TOTAL:	108.69
01-1037	ECOWATER SYSTEMS						
		I-201909093872	101-70176-2211	GENERAL SUPPL MAC WATER	001185	5.25	
01-1633	MARSHALL MUNICIPAL UTIL						
		I-201909113887	101-70176-3381	ELECTRIC UTIL 07/26-08/28/19	001189	700.46	
		I-201909113887	101-70176-3382	WATER UTILITI 07/26-08/28/19	001189	2,270.65	
		I-201909113887	101-70176-3385	SEWER UTILITI 07/26-08/28/19	001189	30.05	
01-2538	VIKING COCA COLA BOTTLI						
		C-869584	101-70176-2254	GEN MDSE PURC MAC CONCESSIONS	001194	321.75-	
					DEPARTMENT 0176 AQUATIC CENTER	TOTAL:	2,684.66
01-0548	ACTION SPORTS INC						
		I-21094207	101-60211-2221	EQUIPMENT REP POLARIS RANGER	001181	1.72	
01-1020	DUININCK BROS., INC.						
		I-538308	101-60211-2227	OTHER REPAIRS FROST BOIL DIGOUTS	001184	2,922.66	
		I-538384	101-60211-2227	OTHER REPAIRS FROST BOIL DIGOUTS	001184	3,108.30	
		I-538390	101-60211-2227	OTHER REPAIRS FROST BOIL DIGOUTS	001184	912.75	
		I-538398	101-60211-2227	OTHER REPAIRS FROST BOIL DIGOUTS	001184	6,504.75	
01-1090	FASTENAL COMPANY						
		I-98669	101-60211-2221	EQUIPMENT REP ASPHLALT SAW BLADE, BOLTS	001186	274.40	
		I-98750	101-60211-2221	EQUIPMENT REP ELECTRICAL CONNECTORS	001186	8.67	

PACKET: 07028 EFT Payments  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 0211 STREET ADMINISTRATION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1090	FASTENAL COMPANY		continued			
		I-98801	101-60211-2221	EQUIPMENT REP #1 SNOWBLOWER CORD	001186	37.23
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	101-60211-3381	ELECTRIC UTIL 07/26-08/28/19	001189	402.53
		I-201909113887	101-60211-3382	WATER UTILITI 07/26-08/28/19	001189	73.66
01-1938	NEWMAN SIGNS					
		I-TRFINVO14385	101-60211-2227	OTHER REPAIRS SIGN LETTERS	001202	113.96
01-1986	NORTH CENTRAL INTERNATI					
		I-359053	101-60211-2221	EQUIPMENT REP #10 TRUCK	001191	90.97
		I-359069	101-60211-2221	EQUIPMENT REP #10 TRUCK	001191	15.29
01-2201	RUNNINGS SUPPLY INC					
		I-4687996	101-60211-2221	EQUIPMENT REP SIGN TRAILER	001193	27.94
01-3760	GROWMARK INC.					
		I-59561770100	101-60211-2212	MOTOR FUELS, BULK OIL	001196	834.90
					DEPARTMENT 0211 STREET ADMINISTRATION TOTAL:	15,329.73
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	101-50251-3381	ELECTRIC UTIL 07/26-08/28/19	001189	232.97
					DEPARTMENT 0251 EMERGENCY MANAGEMENT SERV TOTAL:	232.97
01-1243	HARDWARE HANK					
		I-66676	101-70276-2211	GENERAL SUPPL SUPPLIES	001187	1.04
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	101-70276-3381	ELECTRIC UTIL 07/26-08/28/19	001189	1,900.21
		I-201909113887	101-70276-3382	WATER UTILITI 07/26-08/28/19	001189	2,731.59
		I-201909113887	101-70276-3385	SEWER UTILITI 07/26-08/28/19	001189	27.73
					DEPARTMENT 0276 PARK MAINTENANCE & DEVEL. TOTAL:	4,660.57
		I-201909113887	101-50352-3381	ELECTRIC UTIL 07/26-08/28/19	001189	526.23
		I-201909113887	101-50352-3382	WATER UTILITI 07/26-08/28/19	001189	93.29
		I-201909113887	101-50352-3385	SEWER UTILITI 07/26-08/28/19	001189	22.43
		I-201909113887	101-50352-3386	STORM WATER U 07/26-08/28/19	001189	14.93
		I-201909113887	101-50352-3418	FIRE PROTECTI 07/26-08/28/19	001189	12,083.33
					DEPARTMENT 0352 FIRE SERVICES TOTAL:	12,740.21

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUNICIPAL UTIL		continued			
		I-201909113887	101-60364-3381	ELECTRIC UTIL 07/26-08/28/19	001189	2,137.53
		I-201909113887	101-60364-3381	ELECTRIC UTIL 07/26-08/28/19	001189	1,690.58
	PROJ: E19-3381		ARRIVAL DEPARTURE BLDG	ELECTRIC UTILITIES		
		I-201909113887	101-60364-3382	WATER UTILITI 07/26-08/28/19	001189	111.61
		I-201909113887	101-60364-3382	WATER UTILITI 07/26-08/28/19	001189	210.45
	PROJ: E19-3382		ARRIVAL DEPARTURE BLDG	WATER UTILITIES		
		I-201909113887	101-60364-3385	SEWER UTILITI 07/26-08/28/19	001189	24.61
		I-201909113887	101-60364-3386	STORM WATER U 07/26-08/28/19	001189	77.36
				DEPARTMENT 0364 AIRPORT	TOTAL:	4,252.14
		I-201909113887	101-50453-3381	ELECTRIC UTIL 07/26-08/28/19	001189	135.11
		I-201909113887	101-50453-3382	WATER UTILITI 07/26-08/28/19	001189	17.25
				DEPARTMENT 0453 ANIMAL IMPOUNDMENT	TOTAL:	152.36
		I-201909113887	101-60465-3381	ELECTRIC UTIL 07/26-08/28/19	001189	20,131.25
				DEPARTMENT 0465 STREET LIGHTING	TOTAL:	20,131.25
		I-201909113887	101-41231-3381	ELECTRIC UTIL 07/26-08/28/19	001189	2,568.71
		I-201909113887	101-41231-3382	WATER UTILITI 07/26-08/28/19	001189	133.84
				DEPARTMENT 1231 MUNICIPAL BLDG MAINT	TOTAL:	2,702.55
01-0658	AP DESIGN	I-71196	101-42071-2211	GENERAL SUPPL YARD SIGN	001182	240.00
01-1243	HARDWARE HANK	I-50313	101-42071-2211	GENERAL SUPPL SUPPLIES	001187	4.98
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	101-42071-3381	ELECTRIC UTIL 07/26-08/28/19	001189	481.98
		I-201909113887	101-42071-3382	WATER UTILITI 07/26-08/28/19	001189	87.43
				DEPARTMENT 2071 ADULT COMMUNITY CTR	TOTAL:	814.39
				FUND 101 GENERAL FUND	TOTAL:	63,956.27

PACKET: 07028 EFT Payments

VENDOR SET: 01

FUND : 207 PARKWAY ADDITION III & IV

DEPARTMENT: 1136 GENERAL COMMUNITY DEV

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUNICIPAL UTIL	I-201909113887	207-41136-3386	STORM WATER U 07/26-08/28/19	001189	16.62
					DEPARTMENT 1136 GENERAL COMMUNITY DEV TOTAL:	16.62
					FUND 207 PARKWAY ADDITION III & IV TOTAL:	16.62

PACKET: 07028 EFT Payments  
VENDOR SET: 01  
FUND : 208 EDA ADMINISTRATION  
DEPARTMENT: 1136 GENERAL COMMUNITY DEV  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-4220	WEBTOMIX	I-51930	208-41136-3347	MARKETING 08/19 SVC	001197	85.00
DEPARTMENT 1136 GENERAL COMMUNITY DEV						TOTAL: 85.00
FUND 208 EDA ADMINISTRATION						TOTAL: 85.00

PACKET: 07028 EFT Payments  
 VENDOR SET: 01  
 FUND : 211 LIBRARY FUND  
 DEPARTMENT: 0437 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-0658	AP DESIGN					
		I-71256	211-70437-2213	DONATIONS/GRA RLCARRPLAQUELITTLELEARNERS	001182	225.31
		I-71256	211-70437-2223	BUILDING REPA RLCARRPLAQUELITTLELEARNERS	001182	70.19
01-0875	COMPUTER MAN INC					
		I-281990	211-70437-2245	MACHINERY/EQU BACKUPDEVICE	001183	758.00
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909063866	211-70437-3381	ELECTRIC UTIL SRVC07/29-08/29/19	001189	2,531.15
		I-201909063866	211-70437-3382	WATER UTILITI SRVC07/29-08/29/19	001189	68.41
		I-201909063866	211-70437-3385	SEWER UTILITI SRVC07/29-08/29/19	001189	49.37
01-1938	NEWMAN SIGNS					
		I-TRFINVOI3838	211-70437-2223	BUILDING REPA PARKINGSIGNS	001202	84.70
01-4549	A & B BUSINESS, INC					
		I-IN647200	211-70437-3405	MAINTENANCE A SRVC08/21/19-09/20/2019	001198	408.16
01-5891	ONE OFFICE SOLUTION					
		I-19286930	211-70437-2211	GENERAL SUPPL GENERAL	001201	21.43
		I-1928708-1	211-70437-2211	GENERAL SUPPL CALENDARPLANNER	001201	22.94
		I-19287080	211-70437-2211	GENERAL SUPPL GENERAL	001201	8.00
		I-1929141-0	211-70437-2211	GENERAL SUPPL PAPER 1-CASEPUBLIC/2STAFF	001201	110.97
DEPARTMENT 0437 LIBRARY					TOTAL:	4,358.63
FUND 211 LIBRARY FUND					TOTAL:	4,358.63

PACKET: 07028 EFT Payments

VENDOR SET: 01

FUND : 230 TAX INCREMENT FINANCING

DEPARTMENT: 1136 GEN COMM DEVELOPMENT

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	230-41136-3386	STORM WATER U 07/26-08/28/19	001189	32.24
PROJ: F05-3386	NW PIPE, RITTERS, ERIE RO			STORM WATER UTILITY		
		I-201909113887	230-41136-3386	STORM WATER U 07/26-08/28/19	001189	6.96
PROJ: F21-3386	INDUSTRIAL PK DEV 1-11			SURFACE WATER MANAGEMENT		
		I-201909113887	230-41136-3386	STORM WATER U 07/26-08/28/19	001189	41.61
PROJ: F24-3386	COMM IND PARK DIST 1-14			SURFACE WATER		
DEPARTMENT 1136 GEN COMM DEVELOPMENT					TOTAL:	80.81
FUND 230 TAX INCREMENT FINANCING					TOTAL:	80.81

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1037	ECOWATER SYSTEMS					
		I-201909093873	258-70579-2221	EQUIPMENT REP 08/19 SVC	001185	33.00
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	258-70579-3381	ELECTRIC UTIL 07/26-08/28/19	001189	5,330.66
		I-201909113887	258-70579-3382	WATER UTILITI 07/26-08/28/19	001189	442.47
		I-201909113887	258-70579-3385	SEWER UTILITI 07/26-08/28/19	001189	350.18
		I-201909113887	258-70579-3386	STORM WATER U 07/26-08/28/19	001189	652.59
DEPARTMENT 0579 AMATEUR SPORTS CENTER					TOTAL:	6,808.90
FUND 258 ASC ARENA					TOTAL:	6,808.90

PACKET: 07028 EFT Payments

VENDOR SET: 01

FUND : 260 MARSHALL INDUSTRIAL FOUND

DEPARTMENT: 1136 GENERAL COMMUNITY DEV

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUNICIPAL UTIL	I-201909113887	260-41136-3386	STORM WATER U 07/26-08/28/19	001189	166.96
					DEPARTMENT 1136 GENERAL COMMUNITY DEV TOTAL:	166.96
					FUND 260 MARSHALL INDUSTRIAL FOUNDTOTAL:	166.96

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	270-50551-3381	ELECTRIC UTIL 07/26-08/28/19	001189	614.80
		I-201909113887	270-50551-3382	WATER UTILITI 07/26-08/28/19	001189	115.55
		I-201909113887	270-50551-3385	SEWER UTILITI 07/26-08/28/19	001189	34.43
					DEPARTMENT 0551 MERIT OPERATIONS	TOTAL: 764.78
					FUND 270 MERIT	TOTAL: 764.78

PACKET: 07028 EFT Payments

VENDOR SET: 01

FUND : 456 2013 AMATEUR SPORTS CTR

DEPARTMENT: 0579 AMATEUR SPORTS CENTER

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-3998	JT SERVICES	I-JT19-207-06	456-70579-5530	IMPR OTHER TH LED LIGHT FIXTURE FOR EXPANSIO	001203	4,475.00
DEPARTMENT 0579 AMATEUR SPORTS CENTER TOTAL:						4,475.00
FUND 456 2013 AMATEUR SPORTS CTR TOTAL:						4,475.00

PACKET: 07028 EFT Payments  
 VENDOR SET: 01  
 FUND : 495 PUBLIC IMPROVE REVOLVING  
 DEPARTMENT: 1136 GEN COMM DEVELOPMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT	
01-1633	MARSHALL MUNICIPAL UTIL						
		I-201909113887	495-41136-3381	ELECTRIC UTIL 07/26-08/28/19	001189	71.61	
	PROJ: F23-3381	BLOCK 11		ELECTRIC UTILITIES			
		I-201909113887	495-41136-3382	WATER UTILITI 07/26-08/28/19	001189	12.95	
	PROJ: F23-3382	BLOCK 11		WATER UTILITIES			
		I-201909113887	495-41136-3385	SEWER UTILITI 07/26-08/28/19	001189	18.35	
	PROJ: F23-3385	BLOCK 11		SEWER UTILITIES			
		I-201909113887	495-41136-3386	STORM WATER U 07/26-08/28/19	001189	74.17	
	PROJ: F23-3386	BLOCK 11		STORM WATER UTILITY			
		I-76-0065-97 FINAL	495-41136-3381	ELECTRIC UTIL 07/26-08/22/19	001189	32.73	
	PROJ: F23-3381	BLOCK 11		ELECTRIC UTILITIES			
		I-76-0065-97 FINAL	495-41136-3382	WATER UTILITI 07/26-08/22/19	001189	22.60	
	PROJ: F23-3382	BLOCK 11		WATER UTILITIES			
		I-76-0065-97 FINAL	495-41136-3385	SEWER UTILITI 07/26-08/22/19	001189	29.72	
	PROJ: F23-3385	BLOCK 11		SEWER UTILITIES			
					DEPARTMENT 1136 GEN COMM DEVELOPMENT	TOTAL:	262.13
					FUND 495 PUBLIC IMPROVE REVOLVING	TOTAL:	262.13

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1267	HEIMAN INC.	I-0882568-IN	602-90581-2211	GENERAL SUPPL HOSE	001188	165.95
01-1633	MARSHALL MUNICIPAL UTIL	I-201909113887	602-90581-3381	ELECTRIC UTIL 07/26-08/28/19	001189	21,085.10
		I-201909113887	602-90581-3382	WATER UTILITI 07/26-08/28/19	001189	193.11
		I-201909113887	602-90581-3386	STORM WATER U 07/26-08/28/19	001189	1,136.63
		I-9943	602-90581-3311	GENERAL PROFE 9/19 WW BILLING	001189	7,052.08
01-1839	MINNESOTA VALLEY TESTIN	I-993685	602-90581-3311	GENERAL PROFE SALTY TESTING	001190	794.50
					DEPARTMENT 0581 WW OPERATIONS	TOTAL: 30,427.37
					FUND 602 WASTEWATER OPERATING	TOTAL: 30,427.37

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	609-90991-3381	ELECTRIC UTIL 07/26-08/28/19	001189	1,869.81
		I-201909113887	609-90991-3382	WATER UTILITI 07/26-08/28/19	001189	261.37
		I-201909113887	609-90991-3385	SEWER UTILITI 07/26-08/28/19	001189	32.87
		I-201909113887	609-90991-3386	STORM WATER U 07/26-08/28/19	001189	171.65
01-4855	SOUTHERN GLAZER'S OF MN					
		I-1862757	609-90991-3333	FREIGHT .	001199	60.70
		I-1862758	609-90991-3333	FREIGHT .	001199	32.00
		I-5047170	609-90991-3333	FREIGHT .	001199	35.40
		I-5047171	609-90991-3333	FREIGHT .	001199	11.00
01-5891	ONE OFFICE SOLUTION					
		I-1931296-0	609-90991-2211	GENERAL SUPPL SUPPLIES	001201	128.50
DEPARTMENT 0991 LIQUOR OPERATIONS					TOTAL:	2,603.30
01-2026	PEPSI COLA BOTTLING OF					
		I-0002253062	609-90992-2254	GEN MDSE PURC .	001192	71.10
		I-0002255567	609-90992-2254	GEN MDSE PURC .	001192	23.70
01-2538	VIKING COCA COLA BOTTLI					
		I-2400101	609-90992-2254	GEN MDSE PURC .	001194	332.75
01-4855	SOUTHERN GLAZER'S OF MN					
		I-1862757	609-90992-2251	LIQUOR PURCHA .	001199	5,113.31
		I-1862758	609-90992-2253	WINE PURCHASE .	001199	1,602.00
		I-5047170	609-90992-2251	LIQUOR PURCHA .	001199	2,923.75
01-5731	DOLL DISTRIBUTING					
		C-158677	609-90992-2252	BEER PURCHASE .	001200	197.96-
		I-155169	609-90992-2254	GEN MDSE PURC .	001200	39.50
		I-155169	609-90992-2252	BEER PURCHASE .	001200	9,873.85
		I-155170	609-90992-2252	BEER PURCHASE .	001200	345.60
		I-158679	609-90992-2254	GEN MDSE PURC .	001200	51.00
		I-158679	609-90992-2252	BEER PURCHASE .	001200	13,316.95
		I-159836	609-90992-2252	BEER PURCHASE .	001200	6,468.15
DEPARTMENT 0992 LIQUOR PURCHASES					TOTAL:	39,963.70
FUND 609 LIQUOR					TOTAL:	42,567.00

PACKET: 07028 EFT Payments

VENDOR SET: 01

FUND : 630 SURFACE WATER MGT UTILITY

DEPARTMENT: 0661 SURFACE WATER MGT UTILITY

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUNICIPAL UTIL					
		I-201909113887	630-90661-3381	ELECTRIC UTIL 07/26-08/28/19	001189	4,307.99
		I-201909113887	630-90661-3386	STORM WATER U 07/26-08/28/19	001189	264.74
			DEPARTMENT 0661	SURFACE WATER MGT UTILITY	TOTAL:	4,572.73
			FUND 630	SURFACE WATER MGT UTILITY	TOTAL:	4,572.73
				REPORT GRAND TOTAL:		158,542.20

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2019-2020	101-41231-3381	ELECTRIC UTILITIES	2,568.71	45,000	15,890.14				
	101-41231-3382	WATER UTILITIES	133.84	1,600	476.06				
	101-42071-2211	GENERAL SUPPLIES	244.98	10,815	3,450.39				
	101-42071-3381	ELECTRIC UTILITIES	481.98	6,000	2,394.15				
	101-42071-3382	WATER UTILITIES	87.43	1,500	751.52				
	101-50151-3311	GENERAL PROFESSIONAL SERVI	17.08	145,000	72,738.14				
	101-50151-3386	STORM WATER UTILITY	80.59	969	307.06				
	101-50156-3321	TELEPHONE & CELLULAR PHONE	49.08	0	1,755.88-	Y			
	101-50251-3381	ELECTRIC UTILITIES	232.97	2,800	831.01				
	101-50352-3381	ELECTRIC UTILITIES	526.23	4,700	1,651.19				
	101-50352-3382	WATER UTILITIES	93.29	1,200	327.24				
	101-50352-3385	SEWER UTILITIES	22.43	255	49.17				
	101-50352-3386	STORM WATER UTILITY	14.93	204	11.89				
	101-50352-3418	FIRE PROTECTION (HYDRANTS)	12,083.33	145,000	48,333.36				
	101-50453-3381	ELECTRIC UTILITIES	135.11	1,800	625.18				
	101-50453-3382	WATER UTILITIES	17.25	200	59.29				
	101-60162-2211	GENERAL SUPPLIES	108.69	3,500	1,593.67-	Y			
	101-60211-2212	MOTOR FUELS, LUBRICANTS &	834.90	43,300	22,230.12-	Y			
	101-60211-2221	EQUIPMENT REPAIR & MAINTEN	456.22	71,500	5,506.16-	Y			
	101-60211-2227	OTHER REPAIRS & MAINTENANC	13,562.42	290,100	8,701.46				
	101-60211-3381	ELECTRIC UTILITIES	402.53	5,800	1,972.67				
	101-60211-3382	WATER UTILITIES	73.66	900	317.66				
	101-60364-3381	ELECTRIC UTILITIES	3,828.11	45,000	11,587.85				
	101-60364-3382	WATER UTILITIES	322.06	5,000	2,216.61				
	101-60364-3385	SEWER UTILITIES	24.61	357	166.34				
	101-60364-3386	STORM WATER UTILITY	77.36	918	299.12				
	101-60465-3381	ELECTRIC UTILITIES	20,131.25	241,575	80,525.00				
	101-70176-2211	GENERAL SUPPLIES	5.25	36,000	5,763.45				
	101-70176-2254	GEN MDSE PURCHASES	321.75-	12,000	2,360.05-	Y			
	101-70176-3381	ELECTRIC UTILITIES	700.46	13,000	7,856.03				
	101-70176-3382	WATER UTILITIES	2,270.65	18,000	6,669.04				
	101-70176-3385	SEWER UTILITIES	30.05	255	26.30-	Y			
	101-70276-2211	GENERAL SUPPLIES	1.04	55,000	490.48-	Y			
	101-70276-3381	ELECTRIC UTILITIES	1,900.21	26,000	7,705.38				
	101-70276-3382	WATER UTILITIES	2,731.59	25,000	14,631.90				
	101-70276-3385	SEWER UTILITIES	27.73	408	213.24				
	207-41136-3386	STORM WATER UTILITY	16.62	0	133.37-	Y			
	208-41136-3347	MARKETING	85.00	5,000	710.13				
	211-70437-2211	GENERAL SUPPLIES	163.34	2,000	407.75-	Y			
	211-70437-2213	DONATIONS/GRANT EXPENSE	225.31	0	13,306.64-	Y			
	211-70437-2223	BUILDING REPAIR & MAINTENA	154.89	5,000	3,078.57-	Y			
	211-70437-2245	MACHINERY/EQUIP UP TO \$500	758.00	2,000	3,321.30-	Y			
	211-70437-3381	ELECTRIC UTILITIES	2,531.15	37,750	15,723.66				
	211-70437-3382	WATER UTILITIES	68.41	850	320.15				
	211-70437-3385	SEWER UTILITIES	49.37	525	148.76				

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	211-70437-3405	MAINTENANCE AGREEMENTS	408.16	28,000	8,422.63				
	230-41136-3386	STORM WATER UTILITY	80.81	408	99.05-	Y			
	258-70579-2221	EQUIPMENT REPAIR & MAINTEN	33.00	17,000	4,076.89				
	258-70579-3381	ELECTRIC UTILITIES	5,330.66	81,000	35,386.49				
	258-70579-3382	WATER UTILITIES	442.47	6,000	1,729.63				
	258-70579-3385	SEWER UTILITIES	350.18	4,080	670.12				
	258-70579-3386	STORM WATER UTILITY	652.59	7,900	2,679.28				
	260-41136-3386	STORM WATER UTILITY	166.96	0	1,603.92-	Y			
	270-50551-3381	ELECTRIC UTILITIES	614.80	7,000	2,362.85				
	270-50551-3382	WATER UTILITIES	115.55	1,500	585.20				
	270-50551-3385	SEWER UTILITIES	34.43	408	142.82				
	456-70579-5530	IMPR OTHER THAN BLDGS	4,475.00	0	5,459.30-	Y			
	495-41136-3381	ELECTRIC UTILITIES	104.34	0	905.22-	Y			
	495-41136-3382	WATER UTILITIES	35.55	0	146.36-	Y			
	495-41136-3385	SEWER UTILITIES	48.07	0	205.08-	Y			
	495-41136-3386	STORM WATER UTILITY	74.17	0	639.16-	Y			
	602-90581-2211	GENERAL SUPPLIES	165.95	250,000	97,157.58				
	602-90581-3311	GENERAL PROFESSIONAL SERVI	7,846.58	125,625	148,264.95-	Y			
	602-90581-3381	ELECTRIC UTILITIES	21,085.10	300,000	123,550.27				
	602-90581-3382	WATER UTILITIES	193.11	2,700	912.64				
	602-90581-3386	STORM WATER UTILITY	1,136.63	13,770	4,676.96				
	609-90991-2211	GENERAL SUPPLIES	128.50	7,500	503.93-	Y			
	609-90991-3333	FREIGHT	139.10	30,000	6,710.27				
	609-90991-3381	ELECTRIC UTILITIES	1,869.81	18,000	5,854.40				
	609-90991-3382	WATER UTILITIES	261.37	3,700	2,295.02				
	609-90991-3385	SEWER UTILITIES	32.87	408	143.52				
	609-90991-3386	STORM WATER UTILITY	171.65	2,040	666.82				
	609-90992-2251	LIQUOR PURCHASES	8,037.06	1,267,741	276,459.77				
	609-90992-2252	BEER PURCHASES	29,806.59	1,704,028	262,940.78				
	609-90992-2253	WINE PURCHASES	1,602.00	544,319	171,647.41				
	609-90992-2254	GEN MDSE PURCHASES	518.05	70,496	22,087.96				
	630-90661-3381	ELECTRIC UTILITIES	4,307.99	20,000	3,519.80				
	630-90661-3386	STORM WATER UTILITIES	264.74	3,060	942.08				
	** 2019-2020 YEAR TOTALS **		158,542.20						

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-0151	POLICE ADMINISTRATION	97.67
101-0156	CHEMICAL ASSESSMENT TEAM	49.08
101-0162	ENGINEERING	108.69
101-0176	AQUATIC CENTER	2,684.66
101-0211	STREET ADMINISTRATION	15,329.73
101-0251	EMERGENCY MANAGEMENT SERV	232.97
101-0276	PARK MAINTENANCE & DEVEL.	4,660.57
101-0352	FIRE SERVICES	12,740.21
101-0364	AIRPORT	4,252.14
101-0453	ANIMAL IMPOUNDMENT	152.36
101-0465	STREET LIGHTING	20,131.25
101-1231	MUNICIPAL BLDG MAINT	2,702.55
101-2071	ADULT COMMUNITY CTR	814.39
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101 TOTAL	GENERAL FUND	63,956.27
207-1136	GENERAL COMMUNITY DEV	16.62
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207 TOTAL	PARKWAY ADDITION III & IV	16.62
208-1136	GENERAL COMMUNITY DEV	85.00
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208 TOTAL	EDA ADMINISTRATION	85.00
211-0437	LIBRARY	4,358.63
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211 TOTAL	LIBRARY FUND	4,358.63
230-1136	GEN COMM DEVELOPMENT	80.81
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230 TOTAL	TAX INCREMENT FINANCING	80.81
258-0579	AMATEUR SPORTS CENTER	6,808.90
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258 TOTAL	ASC ARENA	6,808.90
260-1136	GENERAL COMMUNITY DEV	166.96
-----		
260 TOTAL	MARSHALL INDUSTRIAL FOUND	166.96

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
270-0551	MERIT OPERATIONS	764.78
-----		
270 TOTAL	MERIT	764.78
456-0579	AMATEUR SPORTS CENTER	4,475.00
-----		
456 TOTAL	2013 AMATEUR SPORTS CTR	4,475.00
495-1136	GEN COMM DEVELOPMENT	262.13
-----		
495 TOTAL	PUBLIC IMPROVE REVOLVING	262.13
602-0581	WW OPERATIONS	30,427.37
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602 TOTAL	WASTEWATER OPERATING	30,427.37
609-0991	LIQUOR OPERATIONS	2,603.30
609-0992	LIQUOR PURCHASES	39,963.70
-----		
609 TOTAL	LIQUOR	42,567.00
630-0661	SURFACE WATER MGT UTILITY	4,572.73
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630 TOTAL	SURFACE WATER MGT UTILITY	4,572.73
-----		
	** TOTAL **	158,542.20

## \*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM	AMOUNT
E19 ARRIVAL DEPARTURE BLDG	3381 ELECTRIC UTILITIES	1,690.58
	3382 WATER UTILITIES	210.45
	** PROJECT E19 TOTAL **	1,901.03
F05 NW PIPE, RITTERS, ERIE RO	3386 STORM WATER UTILITY	32.24
	** PROJECT F05 TOTAL **	32.24

\*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM		AMOUNT
F21 INDUSTRIAL PK DEV 1-11	3386	SURFACE WATER MANAGEMENT	6.96
		** PROJECT F21 TOTAL **	6.96
F23 BLOCK 11	3381	ELECTRIC UTILITIES	104.34
	3382	WATER UTILITIES	35.55
	3385	SEWER UTILITIES	48.07
	3386	STORM WATER UTILITY	74.17
		** PROJECT F23 TOTAL **	262.13
F24 COMM IND PARK DIST 1-14	3386	SURFACE WATER	41.61
		** PROJECT F24 TOTAL **	41.61
PC5 10/14-09/16 CAT GRANT	3321	TELEPHONE	49.08
		** PROJECT PC5 TOTAL **	49.08

NO ERRORS

\*\* END OF REPORT \*\*

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1	ONE TIME VENDOR						
	GAW, PAW	I-201909093875	101-34172	SHELTER RENTA GAW, PAW:REFUND SHELTER DEPOSI	114321	25.00	
	PROJ: 002-34172	SHELTER		SHELTER			
	MARRON, ARLENE	I-201909103880	101-34172	SHELTER RENTA MARRON, ARLENE: SHELTER REFUND	114346	25.00	
	PROJ: 002-34172	SHELTER		SHELTER			
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	50.00
01-1483	LEAGUE OF MINNESOTA CIT						
	I-1002543		101-40141-1151	WORK COMP INS Q4 2019 WC	114339	12.00	
	I-1002543		101-40141-1151	WORK COMP INS Q4 2019 WC	114339	9,430.00	
				DEPARTMENT 0141	MAYOR & COUNCIL	TOTAL:	9,442.00
01-0656	AVERA MARSHALL REGIONAL						
	I-201909123888		101-50151-3311	GENERAL PROFE BLOOD DRAWS	114300	38.00	
01-1483	LEAGUE OF MINNESOTA CIT						
	I-1002543		101-50151-1151	WORK COMP INS Q4 2019 WC	114339	13,068.00	
01-1545	LYON COUNTY HIGHWAY DEP						
	I-201909103879		101-50151-2212	MOTOR FUELS, 02/19 FUEL	114343	22.47	
	PROJ: PG1-2212	BLR GANG/DRUG TF-GANG		MOTOR FUEL, LUBRICANTS			
	I-201909103879		101-50151-2212	MOTOR FUELS, 02/19 FUEL	114343	2,513.32	
01-6166	PULVER MOTOR SVC, LLC						
	I-138949		101-50151-3436	TOWING CHARGE ICR# 19-14895	114365	75.00	
01-6241	POPOWSKI, ALICIA						
	I-201909103883		101-50151-3331	TRAVEL, CONFE 09/16/19 DATAMASTER TRAINING,	114363	499.83	
				DEPARTMENT 0151	POLICE ADMINISTRATION	TOTAL:	16,216.62
01-1483	LEAGUE OF MINNESOTA CIT						
	I-1002543		101-50156-1151	WORK COMP INS Q4 2019 WC	114339	183.00	
01-1545	LYON COUNTY HIGHWAY DEP						
	I-201909103879		101-50156-2212	MOTOR FUELS, 02/19 FUEL	114343	151.11	
	PROJ: PC5-2212	10/14-09/16 CAT GRANT		MOTOR FUELS, LUBRICANTS & ADDI			
				DEPARTMENT 0156	CHEMICAL ASSESSMENT TEAM	TOTAL:	334.11
01-1483	LEAGUE OF MINNESOTA CIT						
	I-1002543		101-60162-1151	WORK COMP INS Q4 2019 WC	114339	455.00	

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1545	LYON COUNTY HIGHWAY DEP	I-201909103879	101-60162-2212	MOTOR FUELS, 02/19 FUEL	114343	552.32
				DEPARTMENT 0162 ENGINEERING	TOTAL:	1,007.32
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-60164-1151	WORK COMP INS Q4 2019 WC	114339	272.00
01-1545	LYON COUNTY HIGHWAY DEP	I-201909103879	101-60164-2212	MOTOR FUELS, 02/19 FUEL	114343	192.07
				DEPARTMENT 0164 COMMUNITY PLANNING	TOTAL:	464.07
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-70176-1151	WORK COMP INS Q4 2019 WC	114339	972.00
01-1864	MONTES ELECTRIC INC	I-18252	101-70176-2221	EQUIPMENT REP CHECK PUMP AT POOL	114353	50.00
		I-18264	101-70176-2221	EQUIPMENT REP BOILER CIRC MOTOR	114353	70.51
		I-18265	101-70176-2221	EQUIPMENT REP EXHAUST FANS	114353	98.75
01-5733	VAST BROADBAND	I-015044201-0919	101-70176-3321	TELEPHONE 09/06-10/05/19	114375	56.95
				DEPARTMENT 0176 AQUATIC CENTER	TOTAL:	1,248.21
01-0018	BORDER STATES ELECTRIC	I-918461816	101-60211-2221	EQUIPMENT REP PAVER EXHAUST	114307	8.47
01-0836	CHARTER COMMUNICATIONS	I-0000810090119	101-60211-3321	TELEPHONE & C 09/01-09/30/19	114312	91.09
01-1199	GRAHAM TIRE AND AUTOMOT	I-9322839	101-60211-2221	EQUIPMENT REP RANGER TIRE DISPOSAL	114323	18.00
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-60211-1151	WORK COMP INS Q4 2019 WC	114339	7,352.00
01-1545	LYON COUNTY HIGHWAY DEP	I-201909103879	101-60211-2212	MOTOR FUELS, 02/19 FUEL	114343	3,795.43
		I-201909103879	101-60211-2212	MOTOR FUELS, 02/19 FUEL	114343	0.00
01-1641	MARSHALL SMALL ENGINE I	I-4040	101-60211-2221	EQUIPMENT REP BADBOY MOWER	114349	3.99
01-1945	NORMS GTC					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1945	NORMS GTC		continued			
		I-97747	101-60211-2221	EQUIPMENT REP PAVER	114354	19.99
01-3809	O'REILLY AUTOMOTIVE STO					
		I-1538-217775	101-60211-2221	EQUIPMENT REP PAVER	114357	4.50
01-4140	KRUSE FORD-LINCOLN-MERC					
		I-123491	101-60211-2221	EQUIPMENT REP P4 BUCKET TRUCK	114337	259.90
01-4522	ST LOUIS MRO INC.					
		I-47659	101-60211-3311	GENERAL PROFE PRE-EMPLOYMENT TESTING	114372	24.50
01-5333	JOHANSSON SALES & SERVI					
		I-6053	101-60211-2221	EQUIPMENT REP WOODS MOWER PARTS	114331	247.01
01-5813	ACE HOME & HARDWARE					
		I-100793	101-60211-2212	MOTOR FUELS, TACK WAGON	114292	17.79
		I-100831	101-60211-2215	SAFETY WEAR & SWEEPER RUBBER GLOVES	114292	13.98
01-6137	TEIGS LAWN CARE & LANDS					
		I-201909123891	101-60211-3311	GENERAL PROFE 08/19 SVC 102 W LYON	114373	60.00
		I-201909123892	101-60211-3311	GENERAL PROFE 08/19 SVC-405 N 5TH	114373	80.00
01-6341	BLUE RIDGE SOLUTIONS					
		I-273-03-19	101-60211-2211	GENERAL SUPPL ASPHALT REMOVER, DEGREASER	114305	766.45
01-6418	ESPING, DEREK					
		I-201909093874	101-60211-2215	SAFETY WEAR & 2019 SAFETY SHOES= D ESPING	114320	154.99
DEPARTMENT 0211 STREET ADMINISTRATION					TOTAL:	12,918.09
01-0629	ARNOLD MOTOR SUPPLY					
		I-02NV027643	101-70276-2211	GENERAL SUPPL FLAGPOLE CLEANER	114298	70.82
		I-02NV027753	101-70276-2211	GENERAL SUPPL SUPPLIES	114298	35.08
01-0689	BEND RITE FABRICATION I					
		I-43064	101-70276-2227	OTHER REPAIRS TABLE LEGS	114302	192.00
01-0704	BIKE SHOP					
		I-100015	101-70276-2211	GENERAL SUPPL BIKE #4 REPAIRS	114304	24.99
01-1483	LEAGUE OF MINNESOTA CIT					
		I-1002543	101-70276-1151	WORK COMP INS Q4 2019 WC	114339	2,566.00
01-1545	LYON COUNTY HIGHWAY DEP					
		I-201909103879	101-70276-2212	MOTOR FUELS, 02/19 FUEL	114343	1,729.78
		I-201909103879	101-70276-2212	MOTOR FUELS, 02/19 FUEL	114343	0.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1555	LYON LINCOLN ELECTRIC C	I-201909103878	101-70276-3381	ELECTRIC UTIL 07/31-08/31/19	114345	39.90
01-1864	MONTES ELECTRIC INC	I-18227	101-70276-2227	OTHER REPAIRS INDY REWIRING	114353	218.28
		I-18243	101-70276-2227	OTHER REPAIRS INDY OUTLET REPAIRS	114353	237.77
		I-18274	101-70276-2227	OTHER REPAIRS LIGHT POLE @ NEW FIELDS	114353	81.25
01-1945	NORMS GTC	I-97468	101-70276-2221	EQUIPMENT REP FILTER	114354	25.73
01-2040	PIONEER	I-INV734297	101-70276-2211	GENERAL SUPPL LINE PAINT	114361	1,410.00
01-2318	SOUTHWEST SANITATION IN	I-201909103885	101-70276-2227	OTHER REPAIRS 08/19 PORTA POTTY SVC	114371	546.84
01-4980	MENARDS INC	I-45252	101-70276-2227	OTHER REPAIRS PVC PARTS, TOOL BOX	114351	85.97
01-5119	ALL FLAGS,LLC	I-477036	101-70276-2211	GENERAL SUPPL FLAGS	114293	128.16
01-5733	VAST BROADBAND	I-015044201-0919	101-70276-3321	TELEPHONE 09/06-10/05/19	114375	59.95
01-5813	ACE HOME & HARDWARE	I-101009	101-70276-2211	GENERAL SUPPL SUPPLIES	114292	1.09
DEPARTMENT 0276 PARK MAINTENANCE & DEVEL.TOTAL:						7,453.61
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-50352-1151	WORK COMP INS Q4 2019 WC	114339	4,414.00
01-1545	LYON COUNTY HIGHWAY DEP	I-201909103879	101-50352-2212	MOTOR FUELS, 02/19 FUEL	114343	343.21
		I-201909103879	101-50352-2212	MOTOR FUELS, 02/19 FUEL	114343	0.00
01-4522	ST LOUIS MRO INC.	I-47659	101-50352-3311	GENERAL PROFE PRE-EMPLOYMENT TESTING	114372	122.50
DEPARTMENT 0352 FIRE SERVICES TOTAL:						4,879.71
01-0920	CULLIGAN WATER CONDITIO	I-201909093871	101-60364-2211	GENERAL SUPPL A/D SOFTNER SALT	114315	100.68
01-1483	LEAGUE OF MINNESOTA CIT					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1483	LEAGUE OF MINNESOTA CIT	continued				
		I-1002543	101-60364-1151	WORK COMP INS Q4 2019 WC	114339	1,209.00
01-1545	LYON COUNTY HIGHWAY DEP					
		I-201909103879	101-60364-2212	MOTOR FUELS, 02/19 FUEL	114343	477.14
01-1945	NORMS GTC					
		I-97859	101-60364-2223	BUILDING REPA HVAC BELTS	114354	34.98
01-2096	QUARNSTROM & DOERING, P					
		I-M2148-100,S73239	101-60364-3313	LEGAL FEES HELENA RELOCATION	114366	730.00
01-4980	MENARDS INC					
		I-45373-1	101-60364-2223	BUILDING REPA A/D OFFICE ROLLUP WINDOW	114351	15.99
01-5095	KIBBLE EQUIPMENT					
		I-2029374	101-60364-2221	EQUIPMENT REP JD 1445 MOWER	114336	168.07
01-5733	VAST BROADBAND					
		I-015187301-0919	101-60364-3321	TELEPHONE 09/06-10/05/19	114375	420.40
DEPARTMENT 0364 AIRPORT					TOTAL:	3,156.26
01-1483	LEAGUE OF MINNESOTA CIT					
		I-1002543	101-70377-1151	WORK COMP INS Q4 2019 WC	114339	76.00
DEPARTMENT 0377 MUNICIPAL BAND					TOTAL:	76.00
		I-1002543	101-50453-1151	WORK COMP INS Q4 2019 WC	114339	70.00
01-6306	GLACIAL LAKES HUMANE SO					
		I-201909123889	101-50453-3311	GENERAL PROFE SURRENDER OF CATS	114322	200.00
01-6419	WCS					
		I-327995	101-50453-2245	EQUIPMENT/TOO CAT GRABBERS	114377	173.36
DEPARTMENT 0453 ANIMAL IMPOUNDMENT					TOTAL:	443.36
01-1483	LEAGUE OF MINNESOTA CIT					
		I-1002543	101-40671-1151	WORK COMP INS Q4 2019 WC	114339	39.00
01-1545	LYON COUNTY HIGHWAY DEP					
		I-201909103879	101-40671-2212	MOTOR FUELS, 02/19 FUEL	114343	39.23
01-5733	VAST BROADBAND					
		I-015790801-0919	101-40671-3321	TELEPHONE 09/06-10/05/19	114375	11.61
DEPARTMENT 0671 CABLE COMMISSION					TOTAL:	89.84

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-70675-1151	WORK COMP INS Q4 2019 WC	114339	958.00
01-1545	LYON COUNTY HIGHWAY DEP	I-201909103879	101-70675-2212	MOTOR FUELS, 02/19 FUEL	114343	27.18
			DEPARTMENT 0675	COMM SERVICES ADMIN	TOTAL:	985.18
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-40741-1151	WORK COMP INS Q4 2019 WC	114339	390.00
			DEPARTMENT 0741	CITY ADMINISTRATION	TOTAL:	390.00
		I-1002543	101-70772-1151	WORK COMP INS Q4 2019 WC	114339	103.00
			DEPARTMENT 0772	CS YOUTH ACTIVITIES	TOTAL:	103.00
		I-1002543	101-70774-1151	WORK COMP INS Q4 2019 WC	114339	9.00
			DEPARTMENT 0774	CS GENERAL-OTHER	TOTAL:	9.00
		I-1002543	101-40821-1151	WORK COMP INS Q4 2019 WC	114339	233.00
			DEPARTMENT 0821	FINANCE	TOTAL:	233.00
		I-1002543	101-70871-1151	WORK COMP INS Q4 2019 WC	114339	345.00
01-2318	SOUTHWEST SANITATION IN	I-201909103886	101-70871-2211	GENERAL SUPPL 08/19 PORTA POTTY SVC	114371	150.00
	PROJ: 360-2211	SUMMER CE CLASSES		GENERAL SUPPLIES		
			DEPARTMENT 0871	COMM ED-SUMMER	TOTAL:	495.00
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-70873-1151	WORK COMP INS Q4 2019 WC	114339	227.00
01-1637	MARSHALL PUBLIC SCHOOLS	I-201909103882	101-70873-3314	INSTRUCTORS F ECFE FEES 03/19-08/19	114348	1,122.08
	PROJ: 557-3314	ECFE CLASS		INSTRUCTOR'S FEES		
			DEPARTMENT 0873	COMM ED-FALL	TOTAL:	1,349.08

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-70879-1151	WORK COMP INS Q4 2019 WC	114339	283.00
				DEPARTMENT 0879 COMM ED-WINTER	TOTAL:	283.00
		I-1002543	101-40931-1151	WORK COMP INS Q4 2019 WC	114339	188.00
				DEPARTMENT 0931 APPRAISING & ASSESSING	TOTAL:	188.00
		I-1002543	101-70971-1151	WORK COMP INS Q4 2019 WC	114339	283.00
01-5591	BORCHERT, STEVE	I-201909093870	101-70971-3314	INSTRUCTORS F THRU 9/4/19 5 GAMES	114306	140.00
	PROJ: 436-3314	ADULT SOFTBALL		INSTRUCTOR FEES		
01-6395	BARBER, TONY	I-201909093869	101-70971-3314	INSTRUCTORS F THRU 8/13/19 2 GAMES	114301	44.00
	PROJ: 436-3314	ADULT SOFTBALL		INSTRUCTOR FEES		
01-6397	MARTINEZ, ADRIAN	I-201909103881	101-70971-3314	INSTRUCTORS F 6 GAMES THRU 9/4/19	114350	132.00
	PROJ: 436-3314	ADULT SOFTBALL		INSTRUCTOR FEES		
				DEPARTMENT 0971 RECREATION-SUMMER	TOTAL:	599.00
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-70973-1151	WORK COMP INS Q4 2019 WC	114339	362.00
01-2040	PIONEER	I-INV734297	101-70973-2211	GENERAL SUPPL LINE PAINT	114361	300.00
	PROJ: 610-2211	FOOTBALL FLAG		GENERAL SUPPLIES		
01-2318	SOUTHWEST SANITATION IN	I-201909103884	101-70973-2211	GENERAL SUPPL FLAG FOOTBALL PORTAPOTTY SVC	114371	65.82
	PROJ: 610-2211	FOOTBALL FLAG		GENERAL SUPPLIES		
01-5595	GRAMS, JON	I-201909093876	101-70973-3314	INSTRUCTORS F THRU 9/4/19, 24 GAMES	114324	1,022.00
	PROJ: 627-3314	SOFTBALL LEAGUE		INSTRUCTOR FEES		
				DEPARTMENT 0973 RECREATION-FALL	TOTAL:	1,749.82
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-70979-1151	WORK COMP INS Q4 2019 WC	114339	408.00
				DEPARTMENT 0979 RECREATION-WINTER	TOTAL:	408.00

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0919	CRYSTEEL	I-L30252	101-41231-2221	EQUIPMENT REP PICKUP LIFTGATE	114314	2,068.57
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-41231-1151	WORK COMP INS Q4 2019 WC	114339	1,384.00
01-1545	LYON COUNTY HIGHWAY DEP	I-201909103879	101-41231-2212	MOTOR FUELS, 02/19 FUEL	114343	174.93
01-1637	MARSHALL PUBLIC SCHOOLS	C-45620	101-41231-2223	BUILDING REPA ERROR	114348	2.47-
		I-45620	101-41231-2223	BUILDING REPA FAUCET REPAIRS	114348	2.47
01-4709	DETCO	I-284218	101-41231-2211	GENERAL SUPPL SUPPLIES	114317	1,189.28
01-4980	MENARDS INC	I-45620	101-41231-2223	BUILDING REPA FAUCET REPAIR	114351	2.47
		I-45683	101-41231-2211	GENERAL SUPPL BATTERIES	114351	47.97
DEPARTMENT 1231 MUNICIPAL BLDG MAINT					TOTAL:	4,867.22
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	101-42071-1151	WORK COMP INS Q4 2019 WC	114339	268.00
DEPARTMENT 2071 ADULT COMMUNITY CTR					TOTAL:	268.00
FUND 101 GENERAL FUND					TOTAL:	69,706.50

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0018	BORDER STATES ELECTRIC	I-918318811	211-70437-2223	BUILDING REPA BALASTWORKROOM	114307	41.10
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	211-70437-1151	WORK COMP INS Q4 2019 WC	114339	610.00
01-1508	LOCKWOOD MOTORS INC.	I-358092	211-70437-2212	MOTOR FUELS,L O2SENSOR/OILCHANGE/TIREROTATIO	114342	529.10
01-2136	REDWOOD GAZETTE	I-201908273821	211-70437-3504	PERIODICALS 1YRSUBSCRIPTION	114369	102.00
01-2318	SOUTHWEST SANITATION IN	I-201909093868	211-70437-3384	REFUSE DISPOS SRVCAUGUST	114371	116.46
01-3819	DACOTAH PAPER CO	I-33991	211-70437-2272	BUILDING SUPP BLDGSUPPLIES	114316	71.40
		I-37687	211-70437-2272	BUILDING SUPP BLDGSUPPLIES	114316	59.53
		I-41265	211-70437-2272	BUILDING SUPP HANDSOAP	114316	49.58
01-4118	WALMART BUSINESS	I-000337	211-70437-2211	GENERAL SUPPL GENERAL	114376	12.78
		I-000337	211-70437-2213	DONATIONS/GRA FRIENDSSRP	114376	16.96
		I-000337	211-70437-2272	BUILDING SUPP FIRSTAIDEKITS	114376	21.91
		I-003464	211-70437-2213	DONATIONS/GRA FRIENDSSRP	114376	10.72
		I-007430	211-70437-2213	DONATIONS/GRA FRIENDSSRP	114376	10.72
01-4531	POPULAR SUBSCRIPTION SE	C-4375	211-70437-3504	PERIODICALS REFUNDSOMERSETSTUDIO	114364	65.90-
		I-KA-00689	211-70437-3504	PERIODICALS LMC	114364	148.26
		I-KA-00690	211-70437-3504	PERIODICALS LMB	114364	144.24
		I-KA-00692	211-70437-3504	PERIODICALS MSHL	114364	1,407.26
		I-KA-00692	211-70437-3433	DUES & SUBSCR MSHL	114364	203.99
01-4548	PLUM CREEK LIBRARY SYST	I-IV25191	211-70437-2271	COLLECTION SU RECEIPTPAPER	114362	158.00
		I-IV25193	211-70437-2271	COLLECTION SU LIBRARYCARDS	114362	30.00
01-4552	INGRAM LIBRARY SERVICES	I-41180167	211-70437-3501	BOOKS MATERIALS	114328	83.86
		I-41188391	211-70437-3501	BOOKS MATERIALS	114328	149.70
		I-41236128	211-70437-3501	BOOKS MATERIALS	114328	162.04
		I-41259670	211-70437-2213	DONATIONS/GRA DONATIONEDEGROOT	114328	64.31
		I-41286126	211-70437-3501	BOOKS MATERIALS	114328	137.96
		I-41388378	211-70437-3501	BOOKS MATERIALS	114328	97.51
		I-41388378	211-70437-3506	A-V MATERIALS MATERIALS	114328	13.74
		I-41398469	211-70437-3501	BOOKS MATERIALS	114328	7.19
		I-41416433	211-70437-3501	BOOKS MATERIALS	114328	1,305.23
		I-41416433	211-70437-3506	A-V MATERIALS MATERIALS	114328	341.50

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4552	INGRAM LIBRARY SERVICES		continued			
		I-41453541	211-70437-3501	BOOKS MATERIALS	114328	19.60
		I-41504188	211-70437-3501	BOOKS MATERIALS	114328	29.95
		I-41516137	211-70437-3501	BOOKS MATERIALS	114328	209.99
		I-41516137	211-70437-3506	A-V MATERIALS MATERIALS	114328	122.24
		I-41586017	211-70437-3501	BOOKS MATERIALS	114328	244.24
		I-41586017	211-70437-3506	A-V MATERIALS MATERIALS	114328	19.24
		I-41618748	211-70437-3501	BOOKS MATERIALS	114328	15.23
		I-41650300	211-70437-3501	BOOKS MATERIALS	114328	24.18
		I-41650301	211-70437-3501	BOOKS MATERIALS	114328	216.17
		I-41664067	211-70437-3501	BOOKS MATERIALS	114328	7.19
		I-41664067	211-70437-3506	A-V MATERIALS MATERIALS	114328	32.99
01-4570	AMAZON					
		I-437349988437	211-70437-3506	A-V MATERIALS DVD	114294	32.99
		I-444659653656	211-70437-3506	A-V MATERIALS DVD	114294	40.45
		I-453537474499	211-70437-2213	DONATIONS/GRA FRIENDSMERCH	114294	149.95
		I-463954983877	211-70437-3501	BOOKS BOOKS	114294	105.78
		I-47357598975	211-70437-3506	A-V MATERIALS DVD	114294	12.14
		I-558647835754	211-70437-3506	A-V MATERIALS DVDS	114294	282.81
01-4648	TRI-COUNTY NEWS					
		I-2267710901	211-70437-3347	MARKETING CWDHELPWANTED	114374	26.20
01-4740	WELLS FARGO-LIBRARY					
		I-24137467H01QBEMZ6	211-70437-3322	POSTAGE RETURNINGRAM	114378	14.38
		I-24202986XOVZ0B904	211-70437-3433	DUES & SUBSCR MEMBERSHIP	114378	115.00
01-4980	MENARDS INC					
		I-44315	211-70437-2223	BUILDING REPA TEENAREACELINGTILE	114351	299.20
		I-45370	211-70437-2223	BUILDING REPA ENCLOSURE	114351	49.73
01-5351	CENGAGE LEARNING					
		I-67541926	211-70437-3501	BOOKS BOOKS	114311	38.92
01-5504	RASMUSSEN, EMILIROSE					
		I-201908273820	211-70437-2213	DONATIONS/GRA TEENPROGRAMSPRAIRIELAND	114368	49.60
01-5511	DVL FIRE AND SAFETY					
		I-57165	211-70437-2223	BUILDING REPA ANUUALFIREEXTINGINSPECTION	114318	93.00
01-5733	VAST BROADBAND					
		I-201909063867	211-70437-3321	TELEPHONE & C SRV08/26-09/25/19	114375	89.86
01-5925	MIDWEST TAPE					
		I-97732044	211-70437-3502	ELECTRONIC RE JULY	114352	468.56
		I-97875548	211-70437-3502	ELECTRONIC RE AUGUST	114352	1,630.03
		I-97906081	211-70437-3502	ELECTRONIC RE HOOPLAADVANCE	114352	6,000.00

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-6014	CANBY NEWS	I-201909063865	211-70437-3504	PERIODICALS 1YRSUBSCRIPTION	114309	42.00
01-6232	CONWAY, ERIN	I-201908273818	211-70437-3332	MILEAGE ALLOW MILEAGEOUTREACH	114313	23.78
01-6286	SCHWEEMAN'S CLEANERS, L	I-597094-4	211-70437-2223	BUILDING REPA RUGS	114370	32.85
		I-598114-4	211-70437-2223	BUILDING REPA RUGS	114370	32.85
		I-599032-4	211-70437-2223	BUILDING REPA RUGS	114370	32.85
01-6299	IZQUIERDO, CHRISTINA	I-201908273819	211-70437-3332	MILEAGE ALLOW MILEAGELYND/GHENT	114330	13.92
DEPARTMENT 0437 LIBRARY					TOTAL:	16,659.02
FUND 211 LIBRARY FUND					TOTAL:	16,659.02

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0802	CARLSON & STEWART REFRI	I-20274	258-70579-3405	MAINTENANCE A COMPRESSOR INSPECTIONS	114310	658.40
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	258-70579-1151	WORK COMP INS Q4 2019 WC	114339	1,053.00
DEPARTMENT 0579 AMATEUR SPORTS CENTER					TOTAL:	1,711.40
FUND 258 ASC ARENA					TOTAL:	1,711.40

PACKET: 07024 Regular Payments

VENDOR SET: 01

FUND : 260 MARSHALL INDUSTRIAL FOUND

DEPARTMENT: 1136 GENERAL COMMUNITY DEV

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2096	QUARNSTROM & DOERING, P	I-M007-055,S73236	260-41136-3313	LEGAL FEES ACTION MANUFACTURING	114366	525.00
DEPARTMENT 1136 GENERAL COMMUNITY DEV TOTAL:						525.00
FUND 260 MARSHALL INDUSTRIAL FOUNDTOTAL:						525.00

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	270-50551-1151	WORK COMP INS Q4 2019 WC	114339	62.00
01-1545	LYON COUNTY HIGHWAY DEP	I-201909103879	270-50551-2212	MOTOR FUELS, 02/19 FUEL	114343	81.47
DEPARTMENT 0551 MERIT OPERATIONS					TOTAL:	143.47
FUND 270 MERIT					TOTAL:	143.47

9/12/2019 2:42 PM  
PACKET: 07024 Regular Payments  
VENDOR SET: 01  
FUND : 368 2010B PUBLIC IMPROVEMENTS  
DEPARTMENT: 6420 DEBT SERVICE  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1417	KENNEDY & GRAVEN, CHART	I-201909103877	368-96420-3311	GENERAL PROFE CALL 2010B LEGAL FEES	114335	600.00
					DEPARTMENT 6420 DEBT SERVICE	TOTAL: 600.00
					FUND 368 2010B PUBLIC IMPROVEMENTS	TOTAL: 600.00

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0606	ANIMAL HEALTH CENTER					
		I-204999	602-90581-2211	GENERAL SUPPL SUPPLIES	114296	30.00
		I-205134	602-90581-2211	GENERAL SUPPL BUG SPRAY	114296	180.00
01-1256	HAWKINS INC					
		I-4572571	602-90581-2211	GENERAL SUPPL FERRIC CHLORIDE	114326	5,137.99
		I-4576248	602-90581-2211	GENERAL SUPPL FERRIC CHLORIDE	114326	5,151.96
01-1483	LEAGUE OF MINNESOTA CIT					
		I-1002543	602-90581-1151	WORK COMP INS Q4 2019 WC	114339	4,964.00
01-1545	LYON COUNTY HIGHWAY DEP					
		I-201909103879	602-90581-2212	MOTOR FUELS, 02/19 FUEL	114343	308.01
01-1963	NORTHERN TOOL AND EQUIP					
		I-126981358	602-90581-2245	EQUIPMENT/TOO CABLE HOIST	114355	739.99
01-4566	NSI SOLUTIONS					
		I-370355	602-90581-2211	GENERAL SUPPL LAB BUFFER SUPPLY	114356	307.20
01-4980	MENARDS INC					
		I-45308	602-90581-2211	GENERAL SUPPL FLEXZILLA CORD, MISC	114351	137.21
01-5733	VAST BROADBAND					
		I-015082101-0919	602-90581-3321	TELEPHONE & C 09/06-10/05/19	114375	281.35
01-5813	ACE HOME & HARDWARE					
		I-101164	602-90581-2211	GENERAL SUPPL SUPPLIES	114292	40.97
01-6203	ELLIOTT EQUIPMENT COMPA					
		I-152581	602-90581-2221	EQUIPMENT REP PARTS FOR JET/VAC	114319	94.30
01-6216	R & H PAINTING, LLC					
		I-998	602-90581-2227	OTHER REPAIRS MANHOLE RELINING HWY 2	114367	57,630.00
DEPARTMENT 0581 WW OPERATIONS					TOTAL:	75,002.98
FUND 602 WASTEWATER OPERATING					TOTAL:	75,002.98

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0595	AMERIPRIDE SERVICES, IN	I-2801069002	609-90991-3311	GENERAL PROFE SUPPLIES RENTAL	114295	142.64
01-1399	JOHNSON BROTHERS LIQUOR	C-563237	609-90991-3333	FREIGHT .	114332	3.38-
		C-563901	609-90991-3333	FREIGHT .	114332	1.69-
		I-1375163	609-90991-3333	FREIGHT .	114332	190.95
		I-1375164	609-90991-3333	FREIGHT .	114332	231.51
		I-1377371	609-90991-3333	FREIGHT .	114332	173.76
		I-1377372	609-90991-3333	FREIGHT .	114332	6.76
		I-1379808	609-90991-3333	FREIGHT .	114332	53.38
		I-1379809	609-90991-3333	FREIGHT .	114332	32.11
		I-1382305	609-90991-3333	FREIGHT .	114332	27.04
		I-1382306	609-90991-3333	FREIGHT .	114332	44.79
		I-1382307	609-90991-3333	FREIGHT .	114332	33.80
01-1483	LEAGUE OF MINNESOTA CIT	I-1002543	609-90991-1151	WORK COMP INS Q4 2019 WC	114339	1,595.00
01-1623	MARSHALL INDEPENDENT, I	I-053684	609-90991-3345	ADVERTISING 08/19 DISPLAY & SHOPPER	114347	530.99
01-2036	PHILLIPS WINE AND SPIRI	C-342047	609-90991-3333	FREIGHT .	114359	1.69-
		I-2614182	609-90991-3333	FREIGHT .	114359	70.97
		I-2615553	609-90991-3333	FREIGHT .	114359	61.12
		I-2615554	609-90991-3333	FREIGHT .	114359	23.66
		I-2617288	609-90991-3333	FREIGHT .	114359	20.28
		I-2617289	609-90991-3333	FREIGHT .	114359	0.85
		I-2618998	609-90991-3333	FREIGHT .	114359	26.20
		I-2618999	609-90991-3333	FREIGHT .	114359	11.83
01-4457	BREAKTHRU BEVERAGE	I-1081024426	609-90991-3333	FREIGHT .	114308	119.64
		I-1081024427	609-90991-3333	FREIGHT .	114308	22.20
01-4570	AMAZON	I-1NNG-DY9V-F3WH	609-90991-2211	GENERAL SUPPL SUPPLIES	114294	41.27
		I-1TR7-QNWJ-YJ6K	609-90991-2211	GENERAL SUPPL SUPPLIES	114294	17.77
01-5138	L & A SYSTEMS, LLC	I-4412	609-90991-3311	GENERAL PROFE 08/19 SVC	114338	408.63
01-5733	VAST BROADBAND	I-015429901-0819	609-90991-3321	TELEPHONE 08/30-09/29/19	114375	181.76
DEPARTMENT 0991 LIQUOR OPERATIONS					TOTAL:	4,062.15

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0630	ARCTIC GLACIER					
		I-1947924915	609-90992-2254	GEN MDSE PURC .	114297	61.87
		I-1948924303	609-90992-2254	GEN MDSE PURC .	114297	149.00
		I-1949924504	609-90992-2254	GEN MDSE PURC .	114297	111.10
		I-1949924704	609-90992-2254	GEN MDSE PURC .	114297	37.03
		I-1951925208	609-90992-2254	GEN MDSE PURC .	114297	95.95
01-0699	BEVERAGE WHOLESALERS					
		I-077869	609-90992-2252	BEER PURCHASE .	114303	950.70
		I-077870	609-90992-2252	BEER PURCHASE .	114303	13,376.18
		I-078677	609-90992-2254	GEN MDSE PURC .	114303	89.90
		I-078677	609-90992-2252	BEER PURCHASE .	114303	5,900.65
		I-078678	609-90992-2252	BEER PURCHASE .	114303	264.00
		I-078957	609-90992-2254	GEN MDSE PURC .	114303	18.54
		I-078957	609-90992-2252	BEER PURCHASE .	114303	15,278.18
01-1399	JOHNSON BROTHERS LIQUOR					
		C-563236	609-90992-2251	LIQUOR PURCHA .	114332	15.39-
		C-563237	609-90992-2253	WINE PURCHASE .	114332	380.60-
		C-563901	609-90992-2251	LIQUOR PURCHA .	114332	135.00-
		C-564371	609-90992-2253	WINE PURCHASE .	114332	18.00-
		C-564372	609-90992-2251	LIQUOR PURCHA .	114332	10.17-
		I-1375163	609-90992-2251	LIQUOR PURCHA .	114332	7,269.50
		I-1375164	609-90992-2253	WINE PURCHASE .	114332	4,108.00
		I-1377371	609-90992-2251	LIQUOR PURCHA .	114332	9,422.39
		I-1377372	609-90992-2253	WINE PURCHASE .	114332	315.58
		I-1379808	609-90992-2251	LIQUOR PURCHA .	114332	3,356.72
		I-1379809	609-90992-2253	WINE PURCHASE .	114332	918.05
		I-1382305	609-90992-2253	WINE PURCHASE .	114332	1,344.00
		I-1382306	609-90992-2251	LIQUOR PURCHA .	114332	2,629.60
		I-1382307	609-90992-2253	WINE PURCHASE .	114332	1,239.54
01-2036	PHILLIPS WINE AND SPIRI					
		C-341815	609-90992-2253	WINE PURCHASE .	114359	8.67-
		C-342047	609-90992-2251	LIQUOR PURCHA .	114359	112.25-
		I-2614182	609-90992-2251	LIQUOR PURCHA .	114359	4,800.00
		I-2615553	609-90992-2251	LIQUOR PURCHA .	114359	4,041.67
		I-2615554	609-90992-2253	WINE PURCHASE .	114359	857.41
		I-2617288	609-90992-2251	LIQUOR PURCHA .	114359	1,976.02
		I-2617289	609-90992-2253	WINE PURCHASE .	114359	51.96
		I-2618998	609-90992-2251	LIQUOR PURCHA .	114359	2,123.40
		I-2618999	609-90992-2253	WINE PURCHASE .	114359	571.45
01-4457	BREAKTHRU BEVERAGE					
		C-2080247091	609-90992-2252	BEER PURCHASE .	114308	7.55-
		C-2080247091	609-90992-2254	GEN MDSE PURC .	114308	7.87-
		C-2080247091	609-90992-2251	LIQUOR PURCHA .	114308	91.48-
		I-1081024425	609-90992-2252	BEER PURCHASE .	114308	413.30
		I-1081024426	609-90992-2254	GEN MDSE PURC .	114308	250.10

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4457	BREAKTHRU BEVERAGE		continued			
		I-1081024426	609-90992-2251	LIQUOR PURCHA .	114308	6,351.54
		I-1081024427	609-90992-2253	WINE PURCHASE .	114308	796.00
01-5205	PAINTED PRAIRIE VINEYAR					
		I-38	609-90992-2253	WINE PURCHASE .	114358	120.00
01-5447	ARTISAN BEER COMPANY					
		I-3370250	609-90992-2252	BEER PURCHASE .	114299	420.30
		I-3370251	609-90992-2252	BEER PURCHASE .	114299	224.50
		I-3371484	609-90992-2252	BEER PURCHASE .	114299	354.00
01-5546	INDIAN ISLAND WINERY					
		I-2818	609-90992-2253	WINE PURCHASE .	114327	129.12
01-6127	GRANDVIEW VALLEY WINERY					
		I-14444	609-90992-2253	WINE PURCHASE .	114325	924.00
					TOTAL:	90,554.29
					DEPARTMENT 0992 LIQUOR PURCHASES	
					TOTAL:	94,616.44
					FUND 609 LIQUOR	

9/12/2019 2:42 PM  
 PACKET: 07024 Regular Payments  
 VENDOR SET: 01  
 FUND : 630 SURFACE WATER MGT UTILITY  
 DEPARTMENT: 0661 SURFACE WATER MGT UTILITY  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1545	LYON COUNTY HIGHWAY DEP					
		I-201909103879	630-90661-2212	MOTOR FUELS, 02/19 FUEL	114343	38.78
		I-201909103879	630-90661-2212	MOTOR FUELS, 02/19 FUEL	114343	0.00
01-6203	ELLIOTT EQUIPMENT COMPA					
		I-152581	630-90661-2221	EQUIPMENT REP PARTS FOR JET/VAC	114319	64.33
DEPARTMENT 0661 SURFACE WATER MGT UTILITYTOTAL:						103.11
FUND 630 SURFACE WATER MGT UTILITYTOTAL:						103.11
REPORT GRAND TOTAL:						259,067.92

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2019-2020	101-34172	SHELTER RENTALS*NON-EXPENS	50.00	4,000-	225.00-				
	101-40141-1151	WORK COMP INSURANCE PREMIU	9,442.00	44	9,434.00-	Y			
	101-40671-1151	WORK COMP INSURANCE PREMIU	39.00	195	43.00				
	101-40671-2212	MOTOR FUELS, LUBRICANTS	39.23	700	372.23				
	101-40671-3321	TELEPHONE	11.61	2,250	712.67				
	101-40741-1151	WORK COMP INSURANCE PREMIU	390.00	1,663	210.00				
	101-40821-1151	WORK COMP INSURANCE PREMIU	233.00	995	121.00				
	101-40931-1151	WORK COMP INSURANCE PREMIU	188.00	727	28.00-	Y			
	101-41231-1151	WORK COMP INSURANCE PREMIU	1,384.00	4,301	1,296.00-	Y			
	101-41231-2211	GENERAL SUPPLIES	1,237.25	6,700	936.49				
	101-41231-2212	MOTOR FUELS, LUBRICANTS &	174.93	2,500	949.63				
	101-41231-2221	EQUIPMENT REPAIR & MAINTEN	2,068.57	10,500	1,779.86				
	101-41231-2223	BUILDING REPAIR & MAINTENA	2.47	6,150	3,783.03				
	101-42071-1151	WORK COMP INSURANCE PREMIU	268.00	3,615	4,827.00				
	101-50151-1151	WORK COMP INSURANCE PREMIU	13,068.00	46,221	7,433.66-	Y			
	101-50151-2212	MOTOR FUELS, LUBRICANTS &	2,535.79	32,000	11,990.06				
	101-50151-3311	GENERAL PROFESSIONAL SERVI	38.00	145,000	72,738.14				
	101-50151-3331	TRAVEL, CONFERENCES AND SC	499.83	15,000	623.23-	Y			
	101-50151-3436	TOWING CHARGES	75.00	15,000	9,005.00				
	101-50156-1151	WORK COMP INSURANCE PREMIU	183.00	646	86.00-	Y			
	101-50156-2212	MOTOR FUELS, LUBRICANTS &	151.11	900	429.97				
	101-50352-1151	WORK COMP INSURANCE PREMIU	4,414.00	17,063	6,295.01-	Y			
	101-50352-2212	MOTOR FUELS, LUBRICANTS &	343.21	5,000	1,477.60				
	101-50352-3311	GENERAL PROFESSIONAL SERVI	122.50	25,000	137.66				
	101-50453-1151	WORK COMP INSURANCE PREMIU	70.00	896	1,228.00				
	101-50453-2245	EQUIPMENT/TOOLS TO \$5000	173.36	800	593.65				
	101-50453-3311	GENERAL PROFESSIONAL SERVI	200.00	3,000	2,545.00				
	101-60162-1151	WORK COMP INSURANCE PREMIU	455.00	1,710	3,243.76-	Y			
	101-60162-2212	MOTOR FUELS, LUBRICANTS &	552.32	4,000	1,195.95				
	101-60164-1151	WORK COMP INSURANCE PREMIU	272.00	1,022	1,838.99-	Y			
	101-60164-2212	MOTOR FUELS, LUBRICANTS &	192.07	1,500	302.12				
	101-60211-1151	WORK COMP INSURANCE PREMIU	7,352.00	27,910	3,931.00-	Y			
	101-60211-2211	GENERAL SUPPLIES	766.45	14,500	5,581.54				
	101-60211-2212	MOTOR FUELS, LUBRICANTS &	3,813.22	43,300	22,230.12-	Y			
	101-60211-2215	SAFETY WEAR & EQUIPMENT	168.97	5,750	3,515.79				
	101-60211-2221	EQUIPMENT REPAIR & MAINTEN	561.86	71,500	5,506.16-	Y			
	101-60211-3311	GENERAL PROFESSIONAL SERVI	164.50	18,500	91,878.32-	Y			
	101-60211-3321	TELEPHONE & CELLULAR PHONE	91.09	3,200	1,210.02				
	101-60364-1151	WORK COMP INSURANCE PREMIU	1,209.00	7,904	4,388.00				
	101-60364-2211	GENERAL SUPPLIES	100.68	14,000	123.65-	Y			
	101-60364-2212	MOTOR FUELS, LUBRICANTS &	477.14	13,000	3,402.73-	Y			
	101-60364-2221	EQUIPMENT REPAIR & MAINTEN	168.07	15,000	804.19-	Y			
	101-60364-2223	BUILDING REPAIR & MAINTENA	50.97	8,500	5,966.57				
	101-60364-3313	LEGAL FEES	730.00	500	2,566.00-	Y			
	101-60364-3321	TELEPHONE	420.40	6,200	944.93				

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-70176-1151	WORK COMP INSURANCE PREMIU	972.00	7,398	8,055.00				
	101-70176-2221	EQUIPMENT REPAIR & MAINTEN	219.26	12,000	10,036.77				
	101-70176-3321	TELEPHONE	56.95	1,500	925.85				
	101-70276-1151	WORK COMP INSURANCE PREMIU	2,566.00	6,304	9,865.32-	Y			
	101-70276-2211	GENERAL SUPPLIES	1,670.14	55,000	490.48-	Y			
	101-70276-2212	MOTOR FUELS, LUBRICANTS &	1,729.78	13,000	68.48-	Y			
	101-70276-2221	EQUIPMENT REPAIR & MAINTEN	25.73	18,000	2,884.79				
	101-70276-2227	OTHER REPAIRS & MAINTENANC	1,362.11	150,000	65,215.72				
	101-70276-3321	TELEPHONE	59.95	5,500	1,734.78				
	101-70276-3381	ELECTRIC UTILITIES	39.90	26,000	7,705.38				
	101-70377-1151	WORK COMP INSURANCE PREMIU	76.00	309	27.00				
	101-70675-1151	WORK COMP INSURANCE PREMIU	958.00	2,580	1,209.00-	Y			
	101-70675-2212	MOTOR FUELS, LUBRICANTS &	27.18	600	94.04				
	101-70772-1151	WORK COMP INSURANCE PREMIU	103.00	253	155.00-	Y			
	101-70774-1151	WORK COMP INSURANCE PREMIU	9.00	20	14.00-	Y			
	101-70871-1151	WORK COMP INSURANCE PREMIU	345.00	848	1,404.00-	Y			
	101-70871-2211	GENERAL SUPPLIES	150.00	2,500	582.63				
	101-70873-1151	WORK COMP INSURANCE PREMIU	227.00	558	1,000.00-	Y			
	101-70873-3314	INSTRUCTORS FEES	1,122.08	4,000	563.34				
	101-70879-1151	WORK COMP INSURANCE PREMIU	283.00	695	1,196.00-	Y			
	101-70971-1151	WORK COMP INSURANCE PREMIU	283.00	695	427.00-	Y			
	101-70971-3314	INSTRUCTORS FEES	316.00	10,500	5,588.50				
	101-70973-1151	WORK COMP INSURANCE PREMIU	362.00	891	547.00-	Y			
	101-70973-2211	GENERAL SUPPLIES	365.82	8,000	7,634.18				
	101-70973-3314	INSTRUCTORS FEES	1,022.00	1,250	2,401.00-	Y			
	101-70979-1151	WORK COMP INSURANCE PREMIU	408.00	1,001	617.00-	Y			
	211-70437-1151	WORK COMP INS PREMIUM	610.00	4,732	2,225.00				
	211-70437-2211	GENERAL SUPPLIES	12.78	2,000	407.75-	Y			
	211-70437-2212	MOTOR FUELS,LUBRICANTS & A	529.10	500	345.12-	Y			
	211-70437-2213	DONATIONS/GRANT EXPENSE	302.26	0	13,306.64-	Y			
	211-70437-2223	BUILDING REPAIR & MAINTENA	581.58	5,000	3,078.57-	Y			
	211-70437-2271	COLLECTION SUPPLIES	188.00	3,000	293.67				
	211-70437-2272	BUILDING SUPPLIES	202.42	2,000	65.15				
	211-70437-3321	TELEPHONE & CELLULAR PHONE	89.86	2,000	299.85-	Y			
	211-70437-3322	POSTAGE	14.38	750	220.30				
	211-70437-3332	MILEAGE ALLOWANCES & REIMB	37.70	500	264.37				
	211-70437-3347	MARKETING	26.20	1,500	637.60-	Y			
	211-70437-3384	REFUSE DISPOSAL	116.46	1,300	296.68				
	211-70437-3433	DUES & SUBSCRIPTIONS	318.99	1,275	688.07				
	211-70437-3501	BOOKS	2,854.74	35,000	15,248.10				
	211-70437-3502	ELECTRONIC RESOURCES	8,098.59	15,000	13,226.05-	Y			
	211-70437-3504	PERIODICALS	1,777.86	3,000	684.48-	Y			
	211-70437-3506	A-V MATERIALS	898.10	6,000	2,646.01				
	258-70579-1151	WORK COMP INSURANCE PREMIU	1,053.00	4,267	2,490.00				
	258-70579-3405	MAINTENANCE AGREEMENTS	658.40	10,000	6,437.77				

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	260-41136-3313	LEGAL FEES	525.00	0	7,936.05-	Y	
	270-50551-1151	WORK COMP INSURANCE PREMIU	62.00	265	33.00		
	270-50551-2212	MOTOR FUELS, LUBRICANTS	81.47	2,000	1,289.87		
	368-96420-3311	GENERAL PROFESSIONAL SERVI	600.00	109	491.00-	Y	
	602-90581-1151	WORK COMP INSURANCE PREMIU	4,964.00	21,847	2,466.00		
	602-90581-2211	GENERAL SUPPLIES	10,985.33	250,000	97,157.58		
	602-90581-2212	MOTOR FUELS, LUBRICANTS &	308.01	50,000	16,539.52		
	602-90581-2221	EQUIPMENT REPAIR & MAINTEN	94.30	152,000	110,810.40		
	602-90581-2227	OTHER REPAIRS & MAINTENANC	57,630.00	26,250	40,453.34-	Y	
	602-90581-2245	EQUIPMENT/TOOLS UP TO \$500	739.99	3,000	1,971.79		
	602-90581-3321	TELEPHONE & CELLULAR PHONE	281.35	7,680	2,490.40		
	609-90991-1151	WORK COMP INSURANCE PREMIU	1,595.00	7,823	1,168.00		
	609-90991-2211	GENERAL SUPPLIES	59.04	7,500	503.93-	Y	
	609-90991-3311	GENERAL PROFESSIONAL SERVI	551.27	14,000	2,135.01		
	609-90991-3321	TELEPHONE	181.76	2,500	285.89		
	609-90991-3333	FREIGHT	1,144.09	30,000	6,710.27		
	609-90991-3345	ADVERTISING	530.99	30,000	12,315.38		
	609-90992-2251	LIQUOR PURCHASES	41,606.55	1,267,741	276,459.77		
	609-90992-2252	BEER PURCHASES	37,174.26	1,704,028	262,940.78		
	609-90992-2253	WINE PURCHASES	10,967.84	544,319	171,647.41		
	609-90992-2254	GEN MDSE PURCHASES	805.64	70,496	22,087.96		
	630-90661-2212	MOTOR FUELS, LUBRICANTS &	38.78	7,500	5,892.79		
	630-90661-2221	EQUIPMENT REPAIR & MAINTEN	64.33	15,000	4,842.79		

\*\* 2019-2020 YEAR TOTALS \*\* 259,067.92

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	50.00
101-0141	MAYOR & COUNCIL	9,442.00
101-0151	POLICE ADMINISTRATION	16,216.62
101-0156	CHEMICAL ASSESSMENT TEAM	334.11
101-0162	ENGINEERING	1,007.32
101-0164	COMMUNITY PLANNING	464.07
101-0176	AQUATIC CENTER	1,248.21
101-0211	STREET ADMINISTRATION	12,918.09
101-0276	PARK MAINTENANCE & DEVEL.	7,453.61
101-0352	FIRE SERVICES	4,879.71
101-0364	AIRPORT	3,156.26
101-0377	MUNICIPAL BAND	76.00

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-0453	ANIMAL IMPOUNDMENT	443.36
101-0671	CABLE COMMISSION	89.84
101-0675	COMM SERVICES ADMIN	985.18
101-0741	CITY ADMINISTRATION	390.00
101-0772	CS YOUTH ACTIVITIES	103.00
101-0774	CS GENERAL-OTHER	9.00
101-0821	FINANCE	233.00
101-0871	COMM ED-SUMMER	495.00
101-0873	COMM ED-FALL	1,349.08
101-0879	COMM ED-WINTER	283.00
101-0931	APPRAISING & ASSESSING	188.00
101-0971	RECREATION-SUMMER	599.00
101-0973	RECREATION-FALL	1,749.82
101-0979	RECREATION-WINTER	408.00
101-1231	MUNICIPAL BLDG MAINT	4,867.22
101-2071	ADULT COMMUNITY CTR	268.00
-----		
101 TOTAL	GENERAL FUND	69,706.50
211-0437	LIBRARY	16,659.02
-----		
211 TOTAL	LIBRARY FUND	16,659.02
258-0579	AMATEUR SPORTS CENTER	1,711.40
-----		
258 TOTAL	ASC ARENA	1,711.40
260-1136	GENERAL COMMUNITY DEV	525.00
-----		
260 TOTAL	MARSHALL INDUSTRIAL FOUND	525.00
270-0551	MERIT OPERATIONS	143.47
-----		
270 TOTAL	MERIT	143.47
368-6420	DEBT SERVICE	600.00
-----		
368 TOTAL	2010B PUBLIC IMPROVEMENTS	600.00

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
602-0581	WW OPERATIONS	75,002.98
-----		
602 TOTAL	WASTEWATER OPERATING	75,002.98
609-0991	LIQUOR OPERATIONS	4,062.15
609-0992	LIQUOR PURCHASES	90,554.29
-----		
609 TOTAL	LIQUOR	94,616.44
630-0661	SURFACE WATER MGT UTILITY	103.11
-----		
630 TOTAL	SURFACE WATER MGT UTILITY	103.11
-----		
** TOTAL **		259,067.92

## \*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM	AMOUNT
002 SHELTER	34172 SHELTER	50.00
	** PROJECT 002 TOTAL **	50.00
360 SUMMER CE CLASSES	2211 GENERAL SUPPLIES	150.00
	** PROJECT 360 TOTAL **	150.00
436 ADULT SOFTBALL	3314 INSTRUCTOR FEES	316.00
	** PROJECT 436 TOTAL **	316.00
557 ECFE CLASS	3314 INSTRUCTOR'S FEES	1,122.08
	** PROJECT 557 TOTAL **	1,122.08
610 FOOTBALL FLAG	2211 GENERAL SUPPLIES	365.82
	** PROJECT 610 TOTAL **	365.82
627 SOFTBALL LEAGUE	3314 INSTRUCTOR FEES	1,022.00
	** PROJECT 627 TOTAL **	1,022.00
PC5 10/14-09/16 CAT GRANT	2212 MOTOR FUELS, LUBRICANTS & ADDI	151.11
	** PROJECT PC5 TOTAL **	151.11

\*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM	AMOUNT
PG1 BLR GANG/DRUG TF-GANG	2212 MOTOR FUEL, LUBRICANTS	22.47
	** PROJECT PG1 TOTAL **	22.47

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 07042 DRAFT

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
4805	FURTHER I-201909183899	FURTHER	D	9/20/2019		520.84CR	000987	520.84

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	520.84	520.84
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	520.84	520.84

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

\*\*\* DRAFT/OTHER LISTING \*\*\*

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
101	9/2019	520.84CR
=====		
ALL		520.84CR

PACKET: 07032 9/20/19 PR 1w - 1  
VENDOR SET: 01 City of Marshall  
BANK: AP REG AP

\*\*\*\* CHECK LISTING \*\*\*\*

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4805	I-201909183899	FURTHER FURTHER	R	9/19/2019		520.84	114379	520.84

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
4805		FURTHER						
	I-5FH201909183897	EMPLOYER CONTRIB FAM HSA 5000	D	9/19/2019		4,333.68	000978	CHECK DATE < ITEM DATE
	I-5FV201909183897	EMPLOYER CONT FAM VEBA 5000	D	9/19/2019		750.00	000978	CHECK DATE < ITEM DATE
	I-5SH201909183897	EMPLOYER CONTRIB SNGL HSA 5000	D	9/19/2019		1,625.01	000978	CHECK DATE < ITEM DATE
	I-5SV201909183897	EMPLOYER CONT SINGL VEBA 5000	D	9/19/2019		833.36	000978	CHECK DATE < ITEM DATE
	I-HEC201909183897	EMPLOYEE HSA CONTRIBUTION	D	9/19/2019		7,612.15	000978	15,154.20
1358		INTERNAL REVENUE SERVICE						
	I-T1 201909183897	FEDERAL W/H	D	9/19/2019		22,373.47	000979	CHECK DATE < ITEM DATE
	I-T3 201909183897	SOCIAL SECURITY W/H	D	9/19/2019		25,223.80	000979	CHECK DATE < ITEM DATE
	I-T4 201909183897	MEDICARE W/H	D	9/19/2019		7,765.60	000979	55,362.87
3669		MINNESOTA STATE RETIREMENT SYST						
	I-27A201909183897	HEALTH CARE SAVINGS PLAN	D	9/19/2019		841.99	000980	CHECK DATE < ITEM DATE
	I-27B201909183897	HEALTH CARE SAVINGS PLAN	D	9/19/2019		170.00	000980	CHECK DATE < ITEM DATE
	I-27L201909183897	HEALTH CARE SAVINGS PLAN	D	9/19/2019		1,275.00	000980	CHECK DATE < ITEM DATE
	I-27N201909183897	HEALTH CARE SAVINGS PLAN	D	9/19/2019		2,333.50	000980	CHECK DATE < ITEM DATE
	I-27S201909183897	HEALTH CARE SAVINGS PLAN	D	9/19/2019		200.00	000980	CHECK DATE < ITEM DATE
	I-36 201909183897	MNDP - DEFERRED COMP	D	9/19/2019		860.00	000980	CHECK DATE < ITEM DATE
	I-36R201909183897	MNDP - ROTH	D	9/19/2019		240.00	000980	5,920.49
1818		MN REVENUE						
	I-T2 201909183897	STATE W/H	D	9/19/2019		10,694.50	000981	10,694.50
2512		NATIONWIDE RETIREMENT						
	I-33 201909183897	USCM	D	9/19/2019		725.00	000982	725.00

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
2513		NATIONWIDE RETIREMENT-FIRE						
	I-34	201909183897 USCM FIRE DEPT	D	9/19/2019		216.07	000983	CHECK DATE < ITEM DATE 216.07
2028		PERA OF MINNESOTA REG						
	I-11	201909183897 PERA COUNCIL	D	9/19/2019		340.90	000984	CHECK DATE < ITEM DATE
	I-12	201909183897 PERA POLICE AND FIRE	D	9/19/2019		19,310.77	000984	CHECK DATE < ITEM DATE
	I-13	201909183897 PERA COORDINATED	D	9/19/2019		28,792.26	000984	CHECK DATE < ITEM DATE 48,443.93
3443		VALIC DEFERRED COMP						
	I-35	201909183897 VALIC DEFERRED COMP	D	9/19/2019		997.00	000985	CHECK DATE < ITEM DATE
	I-35F	201909183897 VALIC - FIRE DEPARTMENT	D	9/19/2019		41.05	000985	CHECK DATE < ITEM DATE
	I-35R	201909183897 VALIC ROTH	D	9/19/2019		1,250.00	000985	CHECK DATE < ITEM DATE 2,288.05
6085		VOYA - INVESTORS CHOICE						
	I-37D	201909183897 VOYA DEFERRED	D	9/19/2019		250.00	000986	CHECK DATE < ITEM DATE
	I-37R	201909183897 VOYA ROTH PLAN	D	9/19/2019		950.00	000986	CHECK DATE < ITEM DATE 1,200.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	520.84	520.84
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	0.00	140,005.11	140,005.11
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>10</b>	<b>0.00</b>	<b>140,525.95</b>	<b>140,525.95</b>

PACKET: 07032 9/20/19 PR 1w - 1  
VENDOR SET: 01 City of Marshall  
BANK: ALL

\*\*\* DRAFT/OTHER LISTING \*\*\*

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	520.84	520.84
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	0.00	140,005.11	140,005.11
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	10	0.00	140,525.95	140,525.95

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
101	9/2019	103,821.63CR
211	9/2019	10,076.36CR
258	9/2019	2,869.69CR
270	9/2019	1,061.66CR
602	9/2019	17,222.27CR
609	9/2019	5,474.34CR
ALL		140,525.95CR

CHECK #	VENDOR	NAME	PAGE	ERROR MESSAGE	NOTES
000979	01-1358	INTERNAL REVENUE SERVICE	2	CHECK DATE < ITEM DATE	
000979	01-1358	INTERNAL REVENUE SERVICE	2	CHECK DATE < ITEM DATE	
000979	01-1358	INTERNAL REVENUE SERVICE	2	CHECK DATE < ITEM DATE	
000981	01-1818	MN REVENUE	2	CHECK DATE < ITEM DATE	
000984	01-2028	PERA OF MINNESOTA REG	3	CHECK DATE < ITEM DATE	
000984	01-2028	PERA OF MINNESOTA REG	3	CHECK DATE < ITEM DATE	
000984	01-2028	PERA OF MINNESOTA REG	3	CHECK DATE < ITEM DATE	
000982	01-2512	NATIONWIDE RETIREMENT	2	CHECK DATE < ITEM DATE	
000983	01-2513	NATIONWIDE RETIREMENT-FIRE	3	CHECK DATE < ITEM DATE	
000985	01-3443	VALIC DEFERRED COMP	3	CHECK DATE < ITEM DATE	
000985	01-3443	VALIC DEFERRED COMP	3	CHECK DATE < ITEM DATE	
000985	01-3443	VALIC DEFERRED COMP	3	CHECK DATE < ITEM DATE	
000980	01-3669	MINNESOTA STATE RETIREMENT S	2	CHECK DATE < ITEM DATE	
000980	01-3669	MINNESOTA STATE RETIREMENT S	2	CHECK DATE < ITEM DATE	
000980	01-3669	MINNESOTA STATE RETIREMENT S	2	CHECK DATE < ITEM DATE	
000980	01-3669	MINNESOTA STATE RETIREMENT S	2	CHECK DATE < ITEM DATE	
000980	01-3669	MINNESOTA STATE RETIREMENT S	2	CHECK DATE < ITEM DATE	
000980	01-3669	MINNESOTA STATE RETIREMENT S	2	CHECK DATE < ITEM DATE	
000980	01-3669	MINNESOTA STATE RETIREMENT S	2	CHECK DATE < ITEM DATE	
000978	01-4805	FURTHER	2	CHECK DATE < ITEM DATE	
000978	01-4805	FURTHER	2	CHECK DATE < ITEM DATE	
000978	01-4805	FURTHER	2	CHECK DATE < ITEM DATE	
000978	01-4805	FURTHER	2	CHECK DATE < ITEM DATE	
000978	01-4805	FURTHER	2	CHECK DATE < ITEM DATE	
000986	01-6085	VOYA - INVESTORS CHOICE	3	CHECK DATE < ITEM DATE	
000986	01-6085	VOYA - INVESTORS CHOICE	3	CHECK DATE < ITEM DATE	

TOTAL ERRORS: 0                      TOTAL WARNINGS: 26

PACKET: 07044 EFT Payments  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1480	LAW ENFORCEMENT LABOR S					
		I-80 201909183897	101-21265	UNION DUES LELS UNION DUES	001330	1,020.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	1,020.00
01-2591	WESTERN PRINT GROUP					
		I-01991	101-50151-2211	GENERAL SUPPL FORMS	001335	84.47
01-4549	A & B BUSINESS, INC					
		I-IN652713	101-50151-3405	MAINTENANCE A CT2910-01,09/06-10/05/19	001337	58.50
01-6251	SHRED RIGHT					
		I-510533	101-50151-3311	GENERAL PROFE 09/05/19 SVC	001342	15.00
				DEPARTMENT 0151 POLICE ADMINISTRATION	TOTAL:	157.97
01-1633	MARSHALL MUNICIPAL UTIL					
		I-9941	101-60162-3311	GENERAL PROFE 08/19 LOCATES	001331	185.63
01-5891	ONE OFFICE SOLUTION					
		I-1934495-0	101-60162-2211	GENERAL SUPPL CORRECTION TAPE	001340	12.30
01-6267	RATWIK, ROSZAK & MALONE					
		I-64934	101-60162-3313	LEGAL FEES 08/19/19 SVC	001351	1,921.52
				DEPARTMENT 0162 ENGINEERING	TOTAL:	2,119.45
01-0934	D & G EXCAVATING INC					
		I-00083426	101-60211-2227	OTHER REPAIRS FROST BOIL GRAVEL	001324	5,535.00
01-1090	FASTENAL COMPANY					
		I-98855	101-60211-2221	EQUIPMENT REP CONNECTORS, BOLTS	001325	50.32
01-3557	POMP'S TIRE SERVICE, IN					
		I-680045564	101-60211-2221	EQUIPMENT REP RED TRAILER TIRES	001336	142.38
				DEPARTMENT 0211 STREET ADMINISTRATION	TOTAL:	5,727.70
01-0658	AP DESIGN					
		I-71500	101-70276-2227	OTHER REPAIRS CARTERSTRONG DECALS	001319	48.00
01-0728	BUFFALO RIDGE CONCRETE,					
		I-M289658	101-70276-2227	OTHER REPAIRS CONCRETE FOR FLAGPOLES	001323	116.25
01-1243	HARDWARE HANK					

PACKET: 07044 EFT Payments  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 0276 PARK MAINTENANCE & DEVEL.  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1243	HARDWARE HANK		continued			
		I-50689	101-70276-2221	EQUIPMENT REP PUSH MOWER REPAIR	001327	48.95
						DEPARTMENT 0276 PARK MAINTENANCE & DEVEL.TOTAL: 213.20
01-0567	ALEX AIR APPARATUS INC					
		I-INV-40087	101-50352-2245	EQUIPMENT/TOO 10 PR FIREFIGHTER BOOTS	001316	2,839.86
01-0658	AP DESIGN					
		I-71532	101-50352-2214	UNIFORMS CLASS A UNIFORM NAMEPLATES	001319	19.50
01-1267	HEIMAN INC.					
		I-0882587-IN	101-50352-2245	EQUIPMENT/TOO PARTICLE BARRIER HOODS	001328	3,649.45
		I-0882588-IN	101-50352-2245	EQUIPMENT/TOO PARTICLE BARRIER HOOD	001328	92.50
						DEPARTMENT 0352 FIRE SERVICES TOTAL: 6,601.31
01-2030	PETERSON, ALEX					
		I-201909193905	101-40671-3437	LICENSES REIM FIR MUSIC ROYALTIES	001343	199.00
						DEPARTMENT 0671 CABLE COMMISSION TOTAL: 199.00
01-5891	ONE OFFICE SOLUTION					
		I-1934494-0	101-40821-2211	GENERAL SUPPL DESK SUPPLIES	001340	45.65
						DEPARTMENT 0821 FINANCE TOTAL: 45.65
01-0726	BORCHS SPORTING GOODS					
		I-AAA140009	101-70873-2211	GENERAL SUPPL FOOTBALL LEAGUE BALLS	001322	59.98
	PROJ: 510-2211		FOOTBALL TACKLE 5TH & 6TH	GENERAL SUPPLIES		
						DEPARTMENT 0873 COMM ED-FALL TOTAL: 59.98
01-5117	PARSONS, DAVE					
		I-201909193904	101-40931-3332	MILEAGE ALLOW 09/13/19 REGION V MTG-REDWOOD	001349	43.73
						DEPARTMENT 0931 APPRAISING & ASSESSING TOTAL: 43.73
01-4549	A & B BUSINESS, INC					
		I-IN650885	101-41641-3405	MAINTENANCE A CT6544-01, 09/01-09/30/19	001337	331.82
		I-IN652649	101-41641-3405	MAINTENANCE A CT2911-01,09/06-10/05/19	001337	350.40
						DEPARTMENT 1641 INFORMATION TECHNOLOGY TOTAL: 682.22

PACKET: 07044 EFT Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 2071 ADULT COMMUNITY CTR

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1271	HENLE PRINTING COMPANY	I-160859	101-42071-2211	GENERAL SUPPL SUPPLIES	001329	73.00
					DEPARTMENT 2071 ADULT COMMUNITY CTR	TOTAL: 73.00
					FUND 101 GENERAL FUND	TOTAL: 16,943.21

PACKET: 07044 EFT Payments

VENDOR SET: 01

FUND : 240 COMM ED DRIVER'S TRAINING

DEPARTMENT: 0879 COMM ED--WINTER

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT	
01-0578	AMAZON CAPITAL SERVICES						
		I-1DMF-NG3W-7V3D	240-70879-2211	GENERAL SUPPL DE CAR MIRROR	001317	35.98	
01-5891	ONE OFFICE SOLUTION						
		I-1934187-0	240-70879-2211	GENERAL SUPPL PLANNER	001340	15.59	
					DEPARTMENT 0879 COMM ED--WINTER	TOTAL:	51.57
					FUND 240 COMM ED DRIVER'S TRAINING	TOTAL:	51.57

PACKET: 07044 EFT Payments  
 VENDOR SET: 01  
 FUND : 258 ASC ARENA  
 DEPARTMENT: 0579 AMATEUR SPORTS CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-2201	RUNNINGS SUPPLY INC	I-4712653	258-70579-2211	GENERAL SUPPL BATTERIES, STRAPS	001333	114.91
DEPARTMENT 0579 AMATEUR SPORTS CENTER						TOTAL: 114.91
FUND 258 ASC ARENA						TOTAL: 114.91

PACKET: 07044 EFT Payments

VENDOR SET: 01

FUND : 401 CAPITAL EQUIPMENT FUND

DEPARTMENT: 0364 AIRPORT

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-2429	TKDA	I-002019003648	401-60364-3312	CONSULTANT FE RNWY 2/20 2017	001334	1,500.00
					DEPARTMENT 0364 AIRPORT	TOTAL: 1,500.00
					FUND 401 CAPITAL EQUIPMENT FUND	TOTAL: 1,500.00

PACKET: 07044 EFT Payments

VENDOR SET: 01

FUND : 456 2013 AMATEUR SPORTS CTR

DEPARTMENT: 0579 AMATEUR SPORTS CENTER

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-3998	JT SERVICES	I-JT19-255-03	456-70579-5530	IMPR OTHER TH PARKING LOT POLES	001347	5,895.00
					DEPARTMENT 0579 AMATEUR SPORTS CENTER	TOTAL: 5,895.00
					FUND 456 2013 AMATEUR SPORTS CTR	TOTAL: 5,895.00

PACKET: 07044 EFT Payments  
 VENDOR SET: 01  
 FUND : 494 CITY HALL BUILDING  
 DEPARTMENT: 1136 \*\* INVALID DEPT \*\*  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-6248	ENGAN ASSOCIATES P.A.					
		I-2019-134	494-41136-5520	BUILDINGS & S 08/19 PHASE 2	001350	60,114.82
	PROJ: CH1-5520		CITY HALL-NEW	BUILDING & STRUCTURES		
DEPARTMENT 1136 ** INVALID DEPT **					TOTAL:	60,114.82
FUND 494 CITY HALL BUILDING					TOTAL:	60,114.82

PACKET: 07044 EFT Payments  
 VENDOR SET: 01  
 FUND : 602 WASTEWATER OPERATING  
 DEPARTMENT: 0581 WW OPERATIONS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-0567	ALEX AIR APPARATUS INC	I-1895	602-90581-3311	GENERAL PROFE RESPIRATOR TESTING	001316	138.00
01-0724	BOLTON & MENK INC	I-0237705	602-90581-5520	BUILDINGS & 07/13-08/09/19 WWTF IMPTOVEMEN	001321	14,655.20
	PROJ: W13-5520		WWTF IMPROVEMENTS	BUILDING & STRUCTURES		
01-1090	FASTENAL COMPANY	I-98857	602-90581-2211	GENERAL SUPPL GLOVES, PAPER TOWELS	001325	84.51
01-1145	FREMONT INDUSTRIES INC	I-2019-59087-00	602-90581-2211	GENERAL SUPPL POLYMER	001326	3,870.00
01-1946	NORTH CENTRAL LABS	I-428588	602-90581-2211	GENERAL SUPPL LAB SUPPLIES	001332	1,189.35
01-2511	USA BLUE BOOK	I-000494	602-90581-2211	GENERAL SUPPL POLYBLEND PARTS	001344	173.95
01-3566	ELECTRIC MOTOR CO	I-115094	602-90581-2221	EQUIPMENT REP REPAIR #4 EFF FILTER PUMP MOT	001346	455.95
DEPARTMENT 0581 WW OPERATIONS					TOTAL:	20,566.96
FUND 602 WASTEWATER OPERATING					TOTAL:	20,566.96

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-0578	AMAZON CAPITAL SERVICES					
		I-1NNG-DY9V-F3WH	609-90991-2211	GENERAL SUPPL SUPPLIES	001317	41.27
		I-1TR7=QNWJ-YJ6K	609-90991-2211	GENERAL SUPPL SUPPLIES	001317	17.77
01-0688	BELLBOY CORPORATION					
		I-0100116900	609-90991-2211	GENERAL SUPPL .	001320	107.74
		I-0100116900	609-90991-3333	FREIGHT .	001320	4.85
01-3545	MARSHALL RADIO					
		I-201909183903	609-90991-3345	ADVERTISING 06/30-08/31/19 ADVERTISING	001345	345.00
01-4594	VINOCUPIA					
		I-0240385-IN	609-90991-3333	FREIGHT .	001348	7.50
01-4855	SOUTHERN GLAZER'S OF MN					
		I-1865434	609-90991-3333	FREIGHT .	001338	28.46
		I-1865435	609-90991-3333	FREIGHT .	001338	2.40
		I-1865436	609-90991-3333	FREIGHT .	001338	22.80
DEPARTMENT 0991 LIQUOR OPERATIONS					TOTAL:	577.79
01-0688	BELLBOY CORPORATION					
		I-0080550400	609-90992-2251	LIQUOR PURCHA .	001320	69.30
		I-0080550600	609-90992-2251	LIQUOR PURCHA .	001320	237.00
		I-0100116900	609-90992-2254	GEN MDSE PURC .	001320	78.05
01-4594	VINOCUPIA					
		I-0240385-IN	609-90992-2253	WINE PURCHASE .	001348	176.00
		I-0240385-IN	609-90992-2251	LIQUOR PURCHA .	001348	180.83
01-4855	SOUTHERN GLAZER'S OF MN					
		I-1865434	609-90992-2251	LIQUOR PURCHA .	001338	3,560.69
		I-1865435	609-90992-2254	GEN MDSE PURC .	001338	49.08
		I-1865436	609-90992-2253	WINE PURCHASE .	001338	828.00
01-5731	DOLL DISTRIBUTING					
		I-163781	609-90992-2254	GEN MDSE PURC .	001339	14.00
		I-163781	609-90992-2252	BEER PURCHASE .	001339	4,608.60
		I-165543	609-90992-2254	GEN MDSE PURC .	001339	164.10
		I-165543	609-90992-2252	BEER PURCHASE .	001339	3,253.90
01-6156	TRUE BRANDS					
		I-538445	609-90992-2254	GEN MDSE PURC .	001341	158.82
01-6415	FOXHOLE BREWHOUSE					
		I-000505	609-90992-2252	BEER PURCHASE .	001352	216.00
DEPARTMENT 0992 LIQUOR PURCHASES					TOTAL:	13,594.37
FUND 609 LIQUOR					TOTAL:	14,172.16

PACKET: 07044 EFT Payments  
 VENDOR SET: 01  
 FUND : 630 SURFACE WATER MGT UTILITY  
 DEPARTMENT: 0661 SURFACE WATER MGT UTILITY  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT	
01-0581	AMERICAN ENGINEERING TE						
		I-908424	630-90661-5570	INFRASTRUCTUR CC CONTAMINATED SOIL	001318	7,211.21	
	PROJ: Z73-5570		COUNTRY CLUB UTILITY IMPR	INFRASTRUCTURE			
01-0934	D & G EXCAVATING INC						
		I-00083406	630-90661-2227	OTHER REPAIRS AIRPORT CULVERT REPAIR	001324	1,611.71	
01-1633	MARSHALL MUNICIPAL UTIL						
		I-9942	630-90661-3312	CONSULTANT FE 09/19 SWM UTILITY	001331	2,794.83	
DEPARTMENT 0661 SURFACE WATER MGT UTILITY						TOTAL:	11,617.75
FUND 630 SURFACE WATER MGT UTILITY						TOTAL:	11,617.75
REPORT GRAND TOTAL:							130,976.38

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2019-2020	101-21265	UNION DUES	1,020.00						
	101-40671-3437	LICENSES	199.00	250	51.00				
	101-40821-2211	GENERAL SUPPLIES	45.65	2,500	1,446.15				
	101-40931-3332	MILEAGE ALLOWANCE	43.73	700	91.58				
	101-41641-3405	MAINTENANCE AGREEMENTS	682.22	140,957	106,490.72				
	101-42071-2211	GENERAL SUPPLIES	73.00	10,815	3,336.04				
	101-50151-2211	GENERAL SUPPLIES	84.47	12,000	3,323.65				
	101-50151-3311	GENERAL PROFESSIONAL SERVI	15.00	145,000	72,723.14				
	101-50151-3405	MAINTENANCE AGREEMENTS	58.50	12,185	4,406.85				
	101-50352-2214	UNIFORMS	19.50	2,500	824.50				
	101-50352-2245	EQUIPMENT/TOOLS UP TO \$500	6,581.81	35,700	19,576.73				
	101-60162-2211	GENERAL SUPPLIES	12.30	3,500	1,605.97-	Y			
	101-60162-3311	GENERAL PROFESSIONAL SERVI	185.63	1,000	403.12-	Y			
	101-60162-3313	LEGAL FEES	1,921.52	0	1,921.52-	Y			
	101-60211-2221	EQUIPMENT REPAIR & MAINTEN	192.70	71,500	5,949.66-	Y			
	101-60211-2227	OTHER REPAIRS & MAINTENANC	5,535.00	290,100	3,166.46				
	101-70276-2221	EQUIPMENT REPAIR & MAINTEN	48.95	18,000	2,811.25				
	101-70276-2227	OTHER REPAIRS & MAINTENANC	164.25	150,000	64,851.47				
	101-70873-2211	GENERAL SUPPLIES	59.98	5,500	3,757.93				
	240-70879-2211	GENERAL SUPPLIES	51.57	20,000	18,400.56				
	258-70579-2211	GENERAL SUPPLIES	114.91	25,000	11,972.90				
	401-60364-3312	CONSULTANT FEES	1,500.00	0	4,000.00-	Y			
	456-70579-5530	IMPR OTHER THAN BLDGS	5,895.00	0	11,354.30-	Y			
	494-41136-5520	BUILDINGS & STRUCTURES	60,114.82	0	163,360.87-	Y			
	602-90581-2211	GENERAL SUPPLIES	5,317.81	250,000	88,670.50				
	602-90581-2221	EQUIPMENT REPAIR & MAINTEN	455.95	152,000	109,864.62				
	602-90581-3311	GENERAL PROFESSIONAL SERVI	138.00	125,625	148,402.95-	Y			
	602-90581-5520	BUILDINGS & STRUCTURES	14,655.20	0	937,059.11-	Y			
	609-90991-2211	GENERAL SUPPLIES	166.78	7,500	635.66-	Y			
	609-90991-3333	FREIGHT	66.01	30,000	6,429.73				
	609-90991-3345	ADVERTISING	345.00	30,000	10,630.43				
	609-90992-2251	LIQUOR PURCHASES	4,047.82	1,267,741	257,706.41				
	609-90992-2252	BEER PURCHASES	8,078.50	1,704,028	227,859.48				
	609-90992-2253	WINE PURCHASES	1,004.00	544,319	166,383.81				
	609-90992-2254	GEN MDSE PURCHASES	464.05	70,496	20,690.07				
	630-90661-2227	OTHER REPAIRS & MAINTENANC	1,611.71	20,000	1,053.02				
	630-90661-3312	CONSULTANT FEES	2,794.83	42,350	2,272.47-	Y			
	630-90661-5570	INFRASTRUCTURE	7,211.21	271,413	218,257.55-	Y			
**	2019-2020 YEAR TOTALS	**	130,976.38						

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	1,020.00
101-0151	POLICE ADMINISTRATION	157.97
101-0162	ENGINEERING	2,119.45
101-0211	STREET ADMINISTRATION	5,727.70
101-0276	PARK MAINTENANCE & DEVEL.	213.20
101-0352	FIRE SERVICES	6,601.31
101-0671	CABLE COMMISSION	199.00
101-0821	FINANCE	45.65
101-0873	COMM ED-FALL	59.98
101-0931	APPRAISING & ASSESSING	43.73
101-1641	INFORMATION TECHNOLOGY	682.22
101-2071	ADULT COMMUNITY CTR	73.00
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101 TOTAL	GENERAL FUND	16,943.21
240-0879	COMM ED--WINTER	51.57
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240 TOTAL	COMM ED DRIVER'S TRAINING	51.57
258-0579	AMATEUR SPORTS CENTER	114.91
-----		
258 TOTAL	ASC ARENA	114.91
401-0364	AIRPORT	1,500.00
-----		
401 TOTAL	CAPITAL EQUIPMENT FUND	1,500.00
456-0579	AMATEUR SPORTS CENTER	5,895.00
-----		
456 TOTAL	2013 AMATEUR SPORTS CTR	5,895.00
494-1136	** INVALID DEPT **	60,114.82
-----		
494 TOTAL	CITY HALL BUILDING	60,114.82
602-0581	WW OPERATIONS	20,566.96
-----		
602 TOTAL	WASTEWATER OPERATING	20,566.96

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
609-0991	LIQUOR OPERATIONS	577.79
609-0992	LIQUOR PURCHASES	13,594.37
-----		
609 TOTAL	LIQUOR	14,172.16
630-0661	SURFACE WATER MGT UTILITY	11,617.75
-----		
630 TOTAL	SURFACE WATER MGT UTILITY	11,617.75
-----		
** TOTAL **		130,976.38

\*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE	ITEM	AMOUNT
510 FOOTBALL TACKLE 5TH & 6TH	2211	GENERAL SUPPLIES	59.98
		** PROJECT 510 TOTAL **	59.98
CH1 CITY HALL-NEW	5520	BUILDING & STRUCTURES	60,114.82
		** PROJECT CH1 TOTAL **	60,114.82
W13 WWTF IMPROVEMENTS	5520	BUILDING & STRUCTURES	14,655.20
		** PROJECT W13 TOTAL **	14,655.20
Z73 COUNTRY CLUB UTILITY IMPR	5570	INFRASTRUCTURE	7,211.21
		** PROJECT Z73 TOTAL **	7,211.21

1 ERROR

\*\* END OF REPORT \*\*

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1325	ICMA RETIREMENT TRUST #					
		I-31 201909183897	101-21253	DEFERRED COMP ICMA DEFERRED COMP	114405	300.00
01-1757	MN CHILD SUPPORT PAYMEN					
		I-C12201909183897	101-21262	CHILD SUPPORT #0014992937	114418	356.25
01-3829	BRAU BROTHERS					
		I-13710	101-34174	STAGE RENTAL STAGE DEPOSIT REFUND	114392	500.00
					DEPARTMENT	NON-DEPARTMENTAL
					TOTAL:	1,156.25
01-1531	LYON COUNTY AUDITOR-TRE					
		I-201909163895	101-50151-3321	TELEPHONE & C 08/30/19-09/29/19 CHGS	114413	642.38
01-6166	PULVER MOTOR SVC, LLC					
		I-138840	101-50151-3436	TOWING CHARGE ICR# 19-13541	114425	600.00
		I-138988	101-50151-3436	TOWING CHARGE ICR #19-15191	114425	75.00
					DEPARTMENT 0151	POLICE ADMINISTRATION
					TOTAL:	1,317.38
01-2190	ROTARY CLUB OF MARSHALL					
		I-1234	101-60162-3433	DUES & SUBSCR Q3 2019 -G OLSON	114426	202.38
					DEPARTMENT 0162	ENGINEERING
					TOTAL:	202.38
01-1945	NORMS GTC					
		I-97912	101-70176-2211	GENERAL SUPPL ADJ HITCH, SQUEEGES	114422	139.80
01-3819	DACOTAH PAPER CO					
		I-51727	101-70176-2211	GENERAL SUPPL SUPPLIES	114398	21.48
					DEPARTMENT 0176	AQUATIC CENTER
					TOTAL:	161.28
01-0184	BARTZ, KATHY					
		I-201909183901	101-60211-3311	GENERAL PROFE 114 S HIGH FENCE REPAIR	114388	478.93
01-1945	NORMS GTC					
		I-98025	101-60211-2221	EQUIPMENT REP VEHICLE BULBS	114422	7.85
01-4190	SWEETMAN CONSTRUCTION					
		I-74393	101-60211-2211	GENERAL SUPPL ASPHALT RAKES	114397	60.32
01-5095	KIBBLE EQUIPMENT					
		I-2042685	101-60211-2221	EQUIPMENT REP JD1445 MOWER	114411	103.03

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5333	JOHANSSON SALES & SERVI	I-6057	101-60211-2221	EQUIPMENT REP WOODS MOWER	114408	138.63
01-5733	VAST BROADBAND	I-002687201-0919	101-60211-3321	TELEPHONE & C 09/08-10/07/19	114431	114.10
01-5813	ACE HOME & HARDWARE	I-101590	101-60211-2221	EQUIPMENT REP LOGO CLIPS	114380	1.29
					DEPARTMENT 0211 STREET ADMINISTRATION TOTAL:	904.15
01-1945	NORMS GTC	I-97912	101-70276-2227	OTHER REPAIRS ADJ HITCH, SQUEEGES	114422	200.00
01-4190	SWEETMAN CONSTRUCTION	I-64501	101-70276-2211	GENERAL SUPPL SAND	114397	31.50
01-5095	KIBBLE EQUIPMENT	I-2046206	101-70276-2221	EQUIPMENT REP 1545 DECK	114411	24.59
					DEPARTMENT 0276 PARK MAINTENANCE & DEVEL.TOTAL:	256.09
01-0656	AVERA MARSHALL REGIONAL	I-ST2192430370YD	101-50352-3311	GENERAL PROFE PRE-EMPLOYMENT	114386	75.00
01-1824	MN STATE FIRE CHIEFS AS	I-200003999	101-50352-3331	TRAVEL, CONFE STATE FIRE CHIEFS CONFERENCE	114419	1,015.00
01-4190	SWEETMAN CONSTRUCTION	I-61747	101-50352-2223	BUILDING REPA LANDSCAPING WALL PARTS	114397	157.00
		I-64500	101-50352-2223	BUILDING REPA BLOCK CUTTER RENTAL	114397	25.00
01-5473	MARCO -LEASE	I-25548325	101-50352-3416	MACHINERY & E MARCO -LEASE	114415	238.50
01-5733	VAST BROADBAND	I-01538501-0919	101-50352-3321	TELEPHONE & C 09/08-10/07/19	114431	61.94
01-6324	HOOK, MATT	I-2635	101-50352-2223	BUILDING REPA 09/19 SVC	114429	50.00
					DEPARTMENT 0352 FIRE SERVICES TOTAL:	1,622.44
01-0656	AVERA MARSHALL REGIONAL	I-ST2192430370YD	101-60364-3311	GENERAL PROFE RANDOM	114386	25.00

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1864	MONTES ELECTRIC INC	I-18137	101-60364-2227	OTHER REPAIRS PARKING LOT LIGHT POLE	114421	2,938.65
				DEPARTMENT 0364 AIRPORT	TOTAL:	2,963.65
01-3495	SMSU	I-00210188-1	101-40671-3321	TELEPHONE STUDIO 1 SMSU	114427	250.00
				DEPARTMENT 0671 CABLE COMMISSION	TOTAL:	250.00
01-0145	SUBWAY	I-325804	101-40741-3331	TRAVEL, CONFE WORLD CAFE	114430	17.24
		I-325983	101-40741-3331	TRAVEL, CONFE WORLD CAFE	114430	6.55
01-1409	JP COOKE CO	I-586020	101-40741-2211	GENERAL SUPPL PET LICENSE	114410	113.50
				DEPARTMENT 0741 CITY ADMINISTRATION	TOTAL:	137.29
01-3495	SMSU	I-201909173896	101-70871-3314	INSTRUCTORS F HELP W/GOLF	114427	67.50
PROJ: 313-3314		GOLF LESSONS ADULT		INSTRUCTOR'S FEES		
01-3495	SMSU	I-201909173896	101-70871-3314	INSTRUCTORS F HELP W/GOLF	114427	540.00
PROJ: 314-3314		GOLF LESSONS JUNIOR		INSTRUCTOR'S FEES		
01-4618	TOM HEY	I-201909163894	101-70871-3314	INSTRUCTORS F FIREARMS SAFETY CLASS	114403	135.00
PROJ: 335-3314		YOUTH MISCELLANEOUS		INSTRUCTOR'S FEES		
				DEPARTMENT 0871 COMM ED-SUMMER	TOTAL:	742.50
01-2309	SOUTHWEST COACHES INC	I-210	101-70873-2211	GENERAL SUPPL BUS TO WATERTOWN-FOOTBALL	114428	536.50
PROJ: 511-2211		FOOTBALL TACKLE 7TH & 8TH		GENERAL SUPPLIES		
				DEPARTMENT 0873 COMM ED-FALL	TOTAL:	536.50
01-5017	JIM'S CLOTHING & SPORTI	I-119335	101-70973-2211	GENERAL SUPPL FOORBALL JERSEYS	114407	1,534.50
PROJ: 610-2211		FOOTBALL FLAG		GENERAL SUPPLIES		
				DEPARTMENT 0973 RECREATION-FALL	TOTAL:	1,534.50

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1508	LOCKWOOD MOTORS INC.	I-46363	101-41231-2221	EQUIPMENT REP PICKUP WINDOWS	114412	88.24	
01-1945	NORMS GTC	I-97992	101-41231-2221	EQUIPMENT REP PICKUP STEPS	114422	182.89	
01-3819	DACOTA PAPER CO	I-51726	101-41231-2211	GENERAL SUPPL SUPPLIES	114398	425.46	
01-4980	MENARDS INC	I-46035	101-41231-2211	GENERAL SUPPL DUSTER BRUSH SPRAY	114417	15.92	
					DEPARTMENT 1231 MUNICIPAL BLDG MAINT	TOTAL:	712.51
01-2044	PITNEY BOWES INC	I-3103362374	101-41641-3416	MACHINERY & E 06/30-09/29/19 LEASE	114424	273.84	
01-5733	VAST BROADBAND	I-015038601-0919	101-41641-3321	TELEPHONE 09/06-10/05/19	114431	30.00	
					DEPARTMENT 1641 INFORMATION TECHNOLOGY	TOTAL:	303.84
01-0836	CHARTER COMMUNICATIONS	I-201909163893	101-42071-2211	GENERAL SUPPL 09/01-09/30/19	114395	11.99	
01-1311	HYVEE FOOD STORES INC	I-4807464800	101-42071-2211	GENERAL SUPPL SUPPLIES	114404	29.36	
01-5733	VAST BROADBAND	I-002685901-0919	101-42071-3321	TELEPHONE & C 09/08-10/07/19	114431	84.01	
					DEPARTMENT 2071 ADULT COMMUNITY CTR	TOTAL:	125.36
					FUND 101 GENERAL FUND	TOTAL:	12,926.12

PACKET: 07043 Regular Payments  
 VENDOR SET: 01  
 FUND : 208 EDA ADMINISTRATION  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1604	MARSHALL AREA CHAMBER O	I-201909183902	208-36441	REFUNDS & REI INTERNSHIP GRANT	114416	1,000.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	1,000.00
01-6374	CONCEPT BUSINESS MAGAZI	I-21039	208-41136-3345	ADVERTISING ADS	114396	480.00
01-6421	GMNP	I-201909183900	208-41136-3433	DUES & SUBSCR 2020 GMNP MEMBERSHIP	114400	1,500.00
				DEPARTMENT 1136 GENERAL COMMUNITY DEV	TOTAL:	1,980.00
				FUND 208 EDA ADMINISTRATION	TOTAL:	2,980.00

PACKET: 07043 Regular Payments  
VENDOR SET: 01  
FUND : 211 LIBRARY FUND  
DEPARTMENT: 0437 LIBRARY  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4570	AMAZON					
		I-437349988437-1	211-70437-3506	A-V MATERIALS DVD	114382	32.99
		I-444659653656-1	211-70437-3506	A-V MATERIALS DVD	114382	40.45
		I-453537474499-1	211-70437-2213	DONATIONS/GRA FRIENDSMERCH	114382	149.95
		I-463954983877-1	211-70437-3501	BOOKS BOOKS	114382	105.78
		I-47357598975-1	211-70437-3506	A-V MATERIALS DVD	114382	12.14
		I-558647835754-1	211-70437-3506	A-V MATERIALS DVDS	114382	282.81
DEPARTMENT 0437 LIBRARY					TOTAL:	624.12
FUND 211 LIBRARY FUND					TOTAL:	624.12

PACKET: 07043 Regular Payments

VENDOR SET: 01

FUND : 240 COMM ED DRIVER'S TRAINING

DEPARTMENT: 0879 COMM ED--WINTER

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1508	LOCKWOOD MOTORS INC.	I-59328	240-70879-2211	GENERAL SUPPL BRAKE FOR NEW CAR-	114412	818.00
					DEPARTMENT 0879 COMM ED--WINTER	TOTAL: 818.00
					FUND 240 COMM ED DRIVER'S TRAINING	TOTAL: 818.00

PACKET: 07043 Regular Payments  
 VENDOR SET: 01  
 FUND : 258 ASC ARENA  
 DEPARTMENT: 0579 AMATEUR SPORTS CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0018	BORDER STATES ELECTRIC	I-918504337	258-70579-2211	GENERAL SUPPL LED BULBS	114391	345.00
01-3819	DACOTAH PAPER CO	I-51006	258-70579-2211	GENERAL SUPPL RUBBERBANDS	114398	4.30
		I-51459	258-70579-2211	GENERAL SUPPL SUPPLIES	114398	1,067.93
01-5733	VAST BROADBAND	I-015511601-0919	258-70579-3321	TELEPHONE & C 09/10-10/09/19	114431	174.88
DEPARTMENT 0579 AMATEUR SPORTS CENTER					TOTAL:	1,592.11
FUND 258 ASC ARENA					TOTAL:	1,592.11

PACKET: 07043 Regular Payments  
 VENDOR SET: 01  
 FUND : 270 MERIT  
 DEPARTMENT: 0551 MERIT OPERATIONS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5702	B & H PHOTO & ELECTRONI	I-151571737	270-50551-2221	EQUIPMENT REP VIDEO CARD-FORCE SIMULATOR	114387	53.89
					DEPARTMENT 0551 MERIT OPERATIONS	TOTAL: 53.89
					FUND 270 MERIT	TOTAL: 53.89

PACKET: 07043 Regular Payments

VENDOR SET: 01

FUND : 495 PUBLIC IMPROVE REVOLVING

DEPARTMENT: 1136 GEN COMM DEVELOPMENT

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-6404	ADVANCED HEALTH, SAFETY					
		I-IN3863MN	495-41136-3311	GENERAL PROFE MARSHALL TAXI	114381	3,070.00
	PROJ: PF1-3311	HOTEL SAFETY ISSUES		GENERAL PROFESSIONAL SERVICES		
		I-IN3864MN	495-41136-3311	GENERAL PROFE MIDDLETON BLDG	114381	940.00
	PROJ: PF1-3311	HOTEL SAFETY ISSUES		GENERAL PROFESSIONAL SERVICES		
		I-IN3865MN	495-41136-3311	GENERAL PROFE CAR TOYZ	114381	890.00
	PROJ: PF1-3311	HOTEL SAFETY ISSUES		GENERAL PROFESSIONAL SERVICES		
DEPARTMENT 1136 GEN COMM DEVELOPMENT					TOTAL:	4,900.00
FUND 495 PUBLIC IMPROVE REVOLVING					TOTAL:	4,900.00

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0689	BEND RITE FABRICATION I	I-43325	602-90581-2211	GENERAL SUPPL STEEL	114389	29.20
01-1201	GRAINGER INC	I-9286971560	602-90581-2211	GENERAL SUPPL SAFETY SIGNS	114401	26.86
		I-9287843081	602-90581-2211	GENERAL SUPPL DISPOSABLE GLOVES	114401	49.40
01-1365	IRONBROOK PARTNERS	I-8511	602-90581-2211	GENERAL SUPPL UV LAMP BULBS	114406	2,625.00
01-1945	NORMS GTC	I-98014	602-90581-2212	MOTOR FUELS, OIL FILTER	114422	4.51
01-5733	VAST BROADBAND	I-005489701-0919	602-90581-3321	TELEPHONE & C 09/08-10/07/19	114431	106.97
01-5813	ACE HOME & HARDWARE	I-101211	602-90581-2211	GENERAL SUPPL SUPPLIES	114380	2.99
01-5860	CENTRAL STATES GROUP	I-7021447-00	602-90581-2211	GENERAL SUPPL HOSE FOR JETTER	114394	435.82
	PROJ: W00-2211	SANITARY SEWER		GENERAL SUPPLIES		
		I-7021589-00	602-90581-2221	EQUIPMENT REP FLANGES & GASKETS	114394	396.04
01-6203	ELLIOTT EQUIPMENT COMPA	I-152663	602-90581-2221	EQUIPMENT REP JETTER PARTS	114399	93.79
	PROJ: W00-2221	SANITARY SEWER		PROJECT COSTS		
DEPARTMENT 0581 WW OPERATIONS					TOTAL:	3,770.58
FUND 602 WASTEWATER OPERATING					TOTAL:	3,770.58

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1311	HYVEE FOOD STORES INC						
		C-5864166002	609-90991-2223	BUILDING REPA BLDG MAINTENANCE	114404	32.36-	
		I-4807204319	609-90991-2223	BUILDING REPA BULDING MAINTENANCE609	114404	70.10	
		I-5834139173	609-90991-2223	BUILDING REPA BULDING MAINTENANCE	114404	16.18	
01-1399	JOHNSON BROTHERS LIQUOR						
		I-1384796	609-90991-3333	FREIGHT .	114409	59.15	
01-1604	MARSHALL AREA CHAMBER O						
		I-20148	609-90991-3345	ADVERTISING MARSHALL COMMUNITY MAP	114416	350.00	
01-2036	PHILLIPS WINE AND SPIRI						
		I-2620918	609-90991-3333	FREIGHT .	114423	42.11	
		I-2620919	609-90991-3333	FREIGHT .	114423	8.45	
01-4457	BREAKTHRU BEVERAGE						
		I-1081027913	609-90991-3333	FREIGHT .	114393	51.48	
		I-1081027964	609-90991-3333	FREIGHT .	114393	22.82	
		I-1081027965	609-90991-3333	FREIGHT .	114393	19.42	
		I-1081027966	609-90991-3333	FREIGHT .	114393	11.10	
01-6422	MN STATE LOTTERY						
		I-201909193906	609-90991-3383	GAS UTILITIES APPLICATION FEE	114420	100.00	
					DEPARTMENT 0991 LIQUOR OPERATIONS	TOTAL:	718.45
01-0630	ARCTIC GLACIER						
		I-1947926009	609-90992-2254	GEN MDSE PURC .	114384	165.34	
01-0699	BEVERAGE WHOLESALERS						
		I-079782	609-90992-2252	BEER PURCHASE .	114390	5,845.55	
		I-080088	609-90992-2254	GEN MDSE PURC .	114390	154.50	
		I-080088	609-90992-2252	BEER PURCHASE .	114390	20,460.34	
01-1399	JOHNSON BROTHERS LIQUOR						
		I-1384795	609-90992-2251	LIQUOR PURCHA .	114409	8,203.64	
		I-1384796	609-90992-2253	WINE PURCHASE .	114409	1,946.60	
01-2036	PHILLIPS WINE AND SPIRI						
		I-2620918	609-90992-2251	LIQUOR PURCHA .	114423	3,286.91	
		I-2620919	609-90992-2253	WINE PURCHASE .	114423	218.00	
01-3761	AMERICAN BOTTLING CO.						
		I-3088511798	609-90992-2254	GEN MDSE PURC .	114383	92.16	
01-4457	BREAKTHRU BEVERAGE						
		I-1081027912	609-90992-2252	BEER PURCHASE .	114393	448.55	
		I-1081027913	609-90992-2254	GEN MDSE PURC .	114393	240.00	

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4457	BREAKTHRU BEVERAGE			continued		
		I-1081027913	609-90992-2251	LIQUOR PURCHA .	114393	1,935.29
		I-1081027964	609-90992-2253	WINE PURCHASE .	114393	867.00
		I-1081027965	609-90992-2251	LIQUOR PURCHA .	114393	1,279.70
		I-1081027966	609-90992-2253	WINE PURCHASE .	114393	700.00
01-5447	ARTISAN BEER COMPANY					
		C-469974	609-90992-2252	BEER PURCHASE .	114385	49.14-
		I-3372264	609-90992-2252	BEER PURCHASE .	114385	297.50
01-6127	GRANDVIEW VALLEY WINERY					
		I-14598	609-90992-2253	WINE PURCHASE .	114402	528.00
					DEPARTMENT 0992 LIQUOR PURCHASES	TOTAL: 46,619.94
					FUND 609 LIQUOR	TOTAL: 47,338.39

PACKET: 07043 Regular Payments  
VENDOR SET: 01  
FUND : 630 SURFACE WATER MGT UTILITY  
DEPARTMENT: 0661 SURFACE WATER MGT UTILITY  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1539	LYON COUNTY ENVIRONMENT					
		I-295086	630-90661-5570	INFRASTRUCTUR CC CONTAMINATED SOIL	114414	910.31
	PROJ: Z73-5570		COUNTRY CLUB UTILITY IMPR	INFRASTRUCTURE		
		I-295107	630-90661-5570	INFRASTRUCTUR CC CONTAMINATED SOILS	114414	740.31
	PROJ: Z73-5570		COUNTRY CLUB UTILITY IMPR	INFRASTRUCTURE		
		I-295109	630-90661-5570	INFRASTRUCTUR CC CONTAMINATED SOIL	114414	372.29
	PROJ: Z73-5570		COUNTRY CLUB UTILITY IMPR	INFRASTRUCTURE		
01-5733	VAST BROADBAND					
		I-015038601-0919	630-90661-3321	TELEPHONE & C 09/06-10/05/19	114431	29.79
DEPARTMENT 0661 SURFACE WATER MGT UTILITYTOTAL:						2,052.70
FUND 630 SURFACE WATER MGT UTILITYTOTAL:						2,052.70
REPORT GRAND TOTAL:						77,055.91

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2019-2020	101-21253	DEFERRED COMP - ICMA	300.00						
	101-21262	CHILD SUPPORT	356.25						
	101-34174	STAGE RENTAL *NON-EXPENS	500.00	1,000-	0.00				
	101-40671-3321	TELEPHONE	250.00	2,250	712.67				
	101-40741-2211	GENERAL SUPPLIES	113.50	1,975	699.92				
	101-40741-3331	TRAVEL, CONFERENCES AND SC	23.79	7,020	2,135.69				
	101-41231-2211	GENERAL SUPPLIES	441.38	6,700	495.11				
	101-41231-2221	EQUIPMENT REPAIR & MAINTEN	271.13	10,500	1,508.73				
	101-41641-3321	TELEPHONE	30.00	500	230.39				
	101-41641-3416	MACHINERY & EQUIPMENT RENT	273.84	1,200	651.53-	Y			
	101-42071-2211	GENERAL SUPPLIES	41.35	10,815	3,336.04				
	101-42071-3321	TELEPHONE & CELLULAR PHONE	84.01	1,300	535.46				
	101-50151-3321	TELEPHONE & CELLULAR PHONE	642.38	18,500	6,553.11				
	101-50151-3436	TOWING CHARGES	675.00	15,000	8,330.00				
	101-50352-2223	BUILDING REPAIR & MAINTENA	232.00	8,000	3,646.03				
	101-50352-3311	GENERAL PROFESSIONAL SERVI	75.00	25,000	62.66				
	101-50352-3321	TELEPHONE & CELLULAR PHONE	61.94	1,500	672.54				
	101-50352-3331	TRAVEL, CONFERENCES AND SC	1,015.00	16,800	3,679.25-	Y			
	101-50352-3416	MACHINERY & EQUIPMENT RENT	238.50	1,000	523.00				
	101-60162-3433	DUES & SUBSCRIPTIONS	202.38	2,000	1,069.36				
	101-60211-2211	GENERAL SUPPLIES	60.32	14,500	5,521.22				
	101-60211-2221	EQUIPMENT REPAIR & MAINTEN	250.80	71,500	5,949.66-	Y			
	101-60211-3311	GENERAL PROFESSIONAL SERVI	478.93	18,500	92,357.25-	Y			
	101-60211-3321	TELEPHONE & CELLULAR PHONE	114.10	3,200	1,095.92				
	101-60364-2227	OTHER REPAIRS & MAINTENANC	2,938.65	16,000	10,249.76				
	101-60364-3311	GENERAL PROFESSIONAL SERVI	25.00	10,000	1,402.38				
	101-70176-2211	GENERAL SUPPLIES	161.28	36,000	5,602.17				
	101-70276-2211	GENERAL SUPPLIES	31.50	55,000	521.98-	Y			
	101-70276-2221	EQUIPMENT REPAIR & MAINTEN	24.59	18,000	2,811.25				
	101-70276-2227	OTHER REPAIRS & MAINTENANC	200.00	150,000	64,851.47				
	101-70871-3314	INSTRUCTORS FEES	742.50	4,500	1,766.25				
	101-70873-2211	GENERAL SUPPLIES	536.50	5,500	3,757.93				
	101-70973-2211	GENERAL SUPPLIES	1,534.50	8,000	6,099.68				
	208-36441	REFUNDS & REIMB*NON-EXPENS	1,000.00	3,500-	2,512.78				
	208-41136-3345	ADVERTISING	480.00	500	4,363.07-	Y			
	208-41136-3433	DUES & SUBSCRIPTIONS	1,500.00	7,500	6,000.00				
	211-70437-2213	DONATIONS/GRANT EXPENSE	149.95	0	13,306.64-	Y			
	211-70437-3501	BOOKS	105.78	35,000	15,248.10				
	211-70437-3506	A-V MATERIALS	368.39	6,000	2,646.01				
	240-70879-2211	GENERAL SUPPLIES	818.00	20,000	18,400.56				
	258-70579-2211	GENERAL SUPPLIES	1,417.23	25,000	11,972.90				
	258-70579-3321	TELEPHONE & CELLULAR PHONE	174.88	3,900	1,954.94				
	270-50551-2221	EQUIPMENT REPAIR & MAINTEN	53.89	2,000	1,556.63				
	495-41136-3311	GENERAL PROFESSIONAL SVC	4,900.00	0	77,368.53-	Y			
	602-90581-2211	GENERAL SUPPLIES	3,169.27	250,000	88,670.50				

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	602-90581-2212	MOTOR FUELS, LUBRICANTS &	4.51	50,000	16,535.01				
	602-90581-2221	EQUIPMENT REPAIR & MAINTEN	489.83	152,000	109,864.62				
	602-90581-3321	TELEPHONE & CELLULAR PHONE	106.97	7,680	2,383.43				
	609-90991-2223	BUILDING REPAIR & MAINTENA	53.92	1,000	226.92				
	609-90991-3333	FREIGHT	214.53	30,000	6,429.73				
	609-90991-3345	ADVERTISING	350.00	30,000	10,630.43				
	609-90991-3383	GAS UTILITIES	100.00	3,060	480.52-		Y		
	609-90992-2251	LIQUOR PURCHASES	14,705.54	1,267,741	257,706.41				
	609-90992-2252	BEER PURCHASES	27,002.80	1,704,028	227,859.48				
	609-90992-2253	WINE PURCHASES	4,259.60	544,319	166,383.81				
	609-90992-2254	GEN MDSE PURCHASES	652.00	70,496	20,690.07				
	630-90661-3321	TELEPHONE & CELLULAR PHONE	29.79	1,190	293.55				
	630-90661-5570	INFRASTRUCTURE	2,022.91	271,413	218,257.55-		Y		
**	2019-2020 YEAR TOTALS	**	77,055.91						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	1,156.25
101-0151	POLICE ADMINISTRATION	1,317.38
101-0162	ENGINEERING	202.38
101-0176	AQUATIC CENTER	161.28
101-0211	STREET ADMINISTRATION	904.15
101-0276	PARK MAINTENANCE & DEVEL.	256.09
101-0352	FIRE SERVICES	1,622.44
101-0364	AIRPORT	2,963.65
101-0671	CABLE COMMISSION	250.00
101-0741	CITY ADMINISTRATION	137.29
101-0871	COMM ED-SUMMER	742.50
101-0873	COMM ED-FALL	536.50
101-0973	RECREATION-FALL	1,534.50
101-1231	MUNICIPAL BLDG MAINT	712.51
101-1641	INFORMATION TECHNOLOGY	303.84
101-2071	ADULT COMMUNITY CTR	125.36
101 TOTAL	GENERAL FUND	12,926.12

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
208	NON-DEPARTMENTAL	1,000.00
208-1136	GENERAL COMMUNITY DEV	1,980.00
-----		
208 TOTAL	EDA ADMINISTRATION	2,980.00
211-0437	LIBRARY	624.12
-----		
211 TOTAL	LIBRARY FUND	624.12
240-0879	COMM ED--WINTER	818.00
-----		
240 TOTAL	COMM ED DRIVER'S TRAINING	818.00
258-0579	AMATEUR SPORTS CENTER	1,592.11
-----		
258 TOTAL	ASC ARENA	1,592.11
270-0551	MERIT OPERATIONS	53.89
-----		
270 TOTAL	MERIT	53.89
495-1136	GEN COMM DEVELOPMENT	4,900.00
-----		
495 TOTAL	PUBLIC IMPROVE REVOLVING	4,900.00
602-0581	WW OPERATIONS	3,770.58
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602 TOTAL	WASTEWATER OPERATING	3,770.58
609-0991	LIQUOR OPERATIONS	718.45
609-0992	LIQUOR PURCHASES	46,619.94
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609 TOTAL	LIQUOR	47,338.39

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
630-0661	SURFACE WATER MGT UTILITY	2,052.70
-----		
630 TOTAL	SURFACE WATER MGT UTILITY	2,052.70
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** TOTAL **		77,055.91

\*\*\* PROJECT TOTALS \*\*\*

PROJECT	LINE ITEM	AMOUNT
313 GOLF LESSONS ADULT	3314 INSTRUCTOR'S FEES	67.50
	** PROJECT 313 TOTAL **	67.50
314 GOLF LESSONS JUNIOR	3314 INSTRUCTOR'S FEES	540.00
	** PROJECT 314 TOTAL **	540.00
335 YOUTH MISCELLANEOUS	3314 INSTRUCTOR'S FEES	135.00
	** PROJECT 335 TOTAL **	135.00
511 FOOTBALL TACKLE 7TH & 8TH	2211 GENERAL SUPPLIES	536.50
	** PROJECT 511 TOTAL **	536.50
610 FOOTBALL FLAG	2211 GENERAL SUPPLIES	1,534.50
	** PROJECT 610 TOTAL **	1,534.50
PF1 HOTEL SAFETY ISSUES	3311 GENERAL PROFESSIONAL SERVICES	4,900.00
	** PROJECT PF1 TOTAL **	4,900.00
W00 SANITARY SEWER	2211 GENERAL SUPPLIES	435.82
	2221 PROJECT COSTS	93.79
	** PROJECT W00 TOTAL **	529.61
273 COUNTRY CLUB UTILITY IMPR	5570 INFRASTRUCTURE	2,022.91
	** PROJECT 273 TOTAL **	2,022.91

NO ERRORS

\*\* END OF REPORT \*\*

CITY OF MARSHALL, MINNESOTA  
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS  
 9/24/2019

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2017 PRIOR PAYMENTS	2018 Prior Payments	2019 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE		
	475-70276-5520		Justice Park Bathroom												
Z47	462-60211-5570	10/3/2017	Commerce Industrial Park/Michigan Road Imp	Doom & Cuypers Construction	117,867.00	1,959.70	119,826.70	0.00	46,762.80	73,063.32		0.58	100.00%		
Z67	475-60211-5570	6/12/2018	Michigan Road/Superior Road Reconstrction	Midwest Contracting	4,004,847.25	36,739.85	4,041,587.10	1,644,399.13	1,598,388.75	713,690.32	39,964.43	45,144.47	98.88%		
Z64	475-60211-5570	6/1/2018	Saratoga Street Recon (4th - Southview)	D & G Excavating	1,022,427.60	3,184.00	1,025,611.60	-	959,481.14	11,130.87	51,084.84	3,914.75	99.62%		
Z71	475-60211-5570	9/11/2018	Street Department Parking Lot	R & G Construction	2,846,784.60	64,207.67	2,910,992.27	-	2,721,729.47	50,087.15	145,885.09	(6,709.44)	100.23%		
Z72	630-90661-5570	5/14/2019	Hahn Road Storm Sewer Reconstruction	Towne & Country Excavating, LLC	277,479.25	15,024.05	292,503.30			292,503.30		(0.00)	100.00%		
Z73	630-90661-5570	5/14/2019	Hahn Road Storm Sewer Reconstruction	A & C Excavating, LLC	136,970.00	(4,575.00)	132,395.00			105,953.40	5,576.49	20,865.11	84.24%		
Z74	260-60211-5570	4/18/2019	Huron Road/Superior Road Reconstruction	D & G Excavating, Inc.	408,462.50		408,462.50			371,250.58	19,539.50	17,672.42	95.67%		
W13	602-90581-5520	5/28/2019	WWTF Improvement Project	R & G Construction	787,018.00	4,075.00	791,093.00			749,450.76	39,444.78	2,197.46	99.72%		
Z51	495-60211-5570	5/28/2019	Resurfacing & Overlay	Magney Construction, Inc.	14,074,300.00		14,074,300.00			920,627.31	48,454.07	13,105,218.62	6.89%		
	401-60364-5530	6/25/2019	Crack Fill and Seal Runways & Taxiways	Duininck, Inc.	537,234.20	23,497.50	560,731.70			529,484.64	27,867.61	3,379.45	99.40%		
	401-60364-5530	6/25/2019	Chip Seal of Roadways & Parking Lot - Airport	KAMCO, Inc	50,000.00		50,000.00			50,000.00		-	100.00%		
MER	493-50551-5530	2/12/2019	MERIT Center Track	RH Sealcoating	46,255.80		46,255.80					46,255.80	0.00%		
	401-70276-5520		Liberty Park Bathroom	R & G Construction	2,712,530.50	34,929.70	2,747,460.20		1,642,482.91		86,446.47	1,018,530.82	62.93%		
	456-70579-5570	7/23/2019	Red Baron Arena & Expo Parking Lot	Doom & Cuypers Construction	78,286.13		78,286.13		5,432.67		285.93	72,567.53	7.30%		
Z52	401-41136-5530	8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	D & G Excavating, Inc.	423,380.30		423,380.30		155,849.49		8,202.61	259,328.20	38.75%		
Z50	101-60211-2227		2019 Chip Seal	Hisken Construction Inc.	185,250.15		185,250.15					185,250.15	0.00%		
Z70	630-90661-5570	9/10/2019	S High St/S Whitey St (100&200 Blk) Ally Improv	Allied Blacktop Company	164,452.00		164,452.00		140,658.09		7,403.06	16,390.85	90.03%		
F23	495-41136-5520	9/10/2019	Block 11 Demolition of Building Structures	Towne & Country Excavating, LLC	41,800.00		41,800.00					41,800.00			
				Landwehr Construction, Inc.	106,300.00		106,300.00					106,300.00			
				<b>28,021,645.28</b>				<b>179,042.47</b>	<b>28,200,687.75</b>	<b>1,644,399.13</b>	<b>5,326,362.16</b>	<b>5,811,664.81</b>	<b>0.00</b>	<b>480,154.88</b>	<b>14,938,106.77</b>



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO
<b>Subject:</b>	Coalition of Greater Minnesota Cities update.
<b>Background Information:</b>	Marty Seifert from Flaherty & Hood P.A. will provide an update on CGMC issues that came up before the legislature.
<b>Fiscal Impact:</b>	NA
<b>Alternative/ Variations:</b>	NA
<b>Recommendations:</b>	Info Only



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	INFO
<b>Subject:</b>	MnDOT College Drive Project
<b>Background Information:</b>	MnDOT is planning for a World Café type of event on October 15 <sup>th</sup> ; at noon and in the evening on up coming projects. Representatives from SHE and MnDOT will be in attendance to present.
<b>Fiscal Impact:</b>	NA
<b>Alternative/ Variations:</b>	NA
<b>Recommendations:</b>	Info Only



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider the approval of the Cable TV Franchise Ordinance between the City of Marshall and Spectrum Mid-America, LLC L/K/A/A Charter Communications
<b>Background Information:</b>	<p>The existing Cable TV Franchise agreement between Charter Communications and the City of Marshall recently expired. The parties have been operating on six month extensions of the prior agreement. The extensions have been in place for approximately the past two years.</p> <p>Recent negotiations between Scott VanDerMillen, Community Services Director and City Attorney Dennis Simpson have resulted in negotiated agreement between the parties for an additional 10 year cable TV franchise agreement/ordinance. The agreement/ordinance was introduced on September 10, 2019 and it is recommended that final approval occur on September 24, 2019. Highlights of the negotiated agreement are set forth in the summary of the ordinance appearing in the attached document. The ordinance includes the following:</p> <ol style="list-style-type: none"> <li>1. Requires Charter to maintain a 750MHZ capacity system;</li> <li>2. Imposes a franchise fee of 5% of annual gross revenues;</li> <li>3. Establishes a 10 year franchise term;</li> <li>4. Requires Charter to provide 3 channels for public, educational and governmental programming;</li> <li>5. Requires Charter to provide a subscriber network drop, free of charge, to specified public and educational institutions;</li> <li>6. Requires Charter to provide a letter of credit in the amount of \$10,000. In addition, the parties have negotiated that the subscriber PEG payment shall continue at a rate of \$1.50 per subscriber per month. PEG charges are subject to a 5 year review.</li> </ol> <p>A representative from Charter is scheduled to be present on September 24 to address questions that might occur.</p>
<b>Fiscal Impact:</b>	Quarterly payments from Charter to the City shall continue into the future.
<b>Alternative/Variations:</b>	None recommended.
<b>Recommendations:</b>	Approve Cable TV Franchise Ordinance between the City of Marshall and Spectrum Mid-America, LLC L/K/A/A Charter Communications.

**CABLE TELEVISION FRANCHISE ORDINANCE**

**FOR**

**CITY OF MARSHALL, MINNESOTA**

**AND**

**SPECTRUM MID-AMERICA, LLC L/K/A/A CHARTER  
COMMUNICATIONS**

**September 24, 2019**

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_, SECOND SERIES FOR PUBLICATION**

On \_\_\_\_\_, 2019, the City Council for the City of Marshall, Minnesota (“City”) adopted a new Cable Television Franchise Ordinance (“Ordinance”) for Charter Communications (“Charter”). The Ordinance serves three purposes. First, the new Ordinance eliminates the prior Cable Television Franchise Ordinance No. 495, Second Series and its extensions. Second, it is intended to provide for and specify the means to obtain cable television services for the public by providing requirements for cable television with respect to technical standards, customer service obligations and related matters. Third, the Ordinance grants a non-exclusive franchise to Charter to operate and maintain a cable television system within the City and contains specific requirements for Charter to do so.

The Ordinance includes the following: 1) requires Charter to maintain a 750 MHz capacity cable system; 2) imposes a franchise fee of five percent (5%) of annual gross revenues; 3) establishes a ten (10) year franchise term; 4) requires Charter to provide three (3) channels available for public, educational and governmental programming; 5) requires Charter to provide a subscriber network drop, free of charge, to specified public and educational institutions; 6) requires Charter to provide a letter of credit in the amount of \$10,000.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. \_\_\_\_\_, Second Series. A copy of the entire Ordinance shall be posted at the Marshall City Hall.

It is hereby directed that only the above title and Summary of Ordinance No. \_\_\_\_\_, Second Series be published, conforming to Minn. Stat. §331A.01, with the following:

**NOTICE**

Persons interested in reviewing a complete copy of the Ordinance may do so at the office of the City Clerk, City Hall, 344 West Main Street, Marshall, Minnesota 56258.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
By: Robert J. Byrnes, Mayor

ATTEST:

\_\_\_\_\_  
By: Kyle Box  
Its: City Clerk

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**ORDINANCE NO. \_\_\_\_\_, SECOND SERIES**

AN ORDINANCE GRANTING A FRANCHISE TO SPECTRUM MID-AMERICALLC, L/K/ACHARTER COMMUNICATIONS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF MARSHALL, MINNESOTA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of the City of Marshall, Minnesota ordains:

**STATEMENT OF INTENT AND PURPOSE**

City intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the City Council, in the best interests of City and its residents.

**FINDINGS**

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for constructing, upgrading, and operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by City complies with the existing applicable Minnesota Statutes, federal laws and regulations; and
4. The Franchise granted to Grantee is nonexclusive.

**SECTION 1.  
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.
  
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Words not defined shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), or be given their common and ordinary meaning.
  - a. “Applicable Laws” means any valid, generally applicable law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.
  
  - b. “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7).
  
  - c. “Cable Service” or “Service” means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).
  
  - d. “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:
    - (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
  
    - (2) a facility that serves Subscribers without using any public Right-of-Way;
  
    - (3) a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video

Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

- (4) an open video system that complies with 47 U.S.C. § 573; or
- (5) any facilities of any electric utility used solely for operating its electric utility systems.

Cable System as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(7).

- e. “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel.
- f. “City” means City of Marshall, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.
- g. “City Council” means the governing body of the City of Marshall, Minnesota.
- h. “Class IV Cable Channel” means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.
- i. “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the Service.
- j. “Drop” means the connection between the Subscriber’s residence or institution to the nearest feeder cable of the System.
- k. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- l. “Franchise” or “Cable Franchise” means this ordinance and the regulatory and contractual relationship established hereby.
- m. “Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification,

penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. The definition of Franchise Fee shall not be inconsistent with the definition set forth in 47 USC § 542.

- n. “Grantee” is Spectrum Mid-America LLC, l/k/a Charter Communications, its lawful successors, transferees or assignees.
- o. “Gross Revenue” means all revenue derived directly or indirectly by Grantee, its affiliates, subsidiaries, parent, or Person in which Grantee has a controlling interest, from the operation of its Cable System to provide Cable Services within City as determined in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenue includes, but is not limited to, all Cable Service fees, Franchise Fees, late fees, Installation and reconnection fees, upgrade/construction and downgrade fees, advertising revenue, Converter rental fees and Lockout Device fees. The term Gross Revenue shall not include 1) any unrecovered bad debt; 2) credits, refunds and deposits paid to Subscribers; or 3) any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- p. “Installation” means the connection of the Cable System from feeder cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- q. “Lockout Device” means an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.
- r. “Normal Business Hours” means those hours during which most similar businesses in City are open to serve customers. Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. 76.309 (d).
- s. “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade/construction of the Cable System.
- t. “Other Programming Service” means information that a cable operator makes available to all Subscribers generally.
- u. “Pay Television” means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- v. “PEG” means public, educational and governmental.

- w. “Person” is any person, firm, partnership, association, corporation, company, or other legal entity.
- x. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.
- y. “Right-of-Way Ordinance” means any ordinance codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.
- z. “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.
- aa. “Service Interruption” means the loss of picture or sound on one or more Cable Channels.
- bb. “Standard Installation” means any residential Installation which can be completed using a Drop of one hundred twenty-five (125) feet or less.
- cc. “Subscriber” means any Person who lawfully elects to subscribe to Cable Service via the System. Except as stated in Appendix B, in the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant, or occupant.
- dd. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**SECTION 2.  
GRANT OF AUTHORITY AND GENERAL PROVISIONS**

- 1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
- 2. Grant of Nonexclusive Authority.
  - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to Grantee to the extent it is technically and economically feasible to do so.

- b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way. This standard shall be applied equally to all similarly situated Right-of-Way users.
  - c. This Franchise shall be nonexclusive, and City reserves the right to grant a use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service. The terms and conditions of any such grant of use of the Rights-of-Way shall be, when taken as a whole no less burdensome or more beneficial than those imposed upon Grantee pursuant to this Franchise.
3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9.5. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provision of Applicable Laws.
  4. Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
  5. Previous Franchises. Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous ordinance granting a Franchise to Grantee. Ordinance No. 495, Second Series, and its extensions are hereby expressly repealed.
  6. Compliance with Applicable Laws, Resolutions and Ordinances.
    - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City, and neither party may unilaterally amend its terms. This Franchise may also be modified or amended with the written consent of City and Grantee as provided in Section 12.3 herein.
    - b. Grantee shall at all times during the term of this Franchise be subject to Applicable Laws, and shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with

respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

- c. In the event of any conflict between this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms of this Franchise shall prevail.
  - d. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to City, in accordance with Section 2.9. City shall provide a written response within fourteen (14) days of receipt indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question. City will use all reasonable best efforts to ensure that no Right-of-Way ordinance provisions unduly slow Grantee's System rebuild unless necessary to address health safety and welfare concerns.
7. Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Laws.
8. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as they exist from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted; provided, however, that Grantee shall only be required to extend Cable Service beyond its present Cable System boundaries pursuant to Section 4.9 hereof. Access to Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to Cable Service annexed or newly developed areas but in no event to exceed twelve (12) months from notice thereof by City to Grantee.
9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's manager of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:                      City Administrator  
    344 West Main Street  
    Marshall, MN 56258-1313

If to Grantee: Director, Government Affairs  
Charter Communications  
16900 Cedar Ave S  
Rosemount, MN 55068

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

### **SECTION 3. CONSTRUCTION STANDARDS**

1. Registration, Permits, Construction Codes, and Cooperation.
  - a. Grantee shall comply with the construction requirements of Minn. Stat. § 238.084(n).
  - b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities located in the Rights of Way. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify City prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to City.
  - c. Reimbursement paid through the permitting process is separate, and in addition to, any other fees included in the Franchise. Grantee, at the time of or prior to submitting construction plans, shall provide City with a description of the proposed construction in sufficient detail for City to determine compliance with the Franchise and Applicable Laws.
  - d. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply with the procedures established by the City Administrator or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
  - e. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to City under Applicable Laws or this Franchise.

- f. Grantee shall, following receipt of reasonable notice, meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments within City in a timely manner.
2. Ongoing Construction. Grantee shall notify City at least ten (10) days prior to the commencement of any construction in any Rights-of-Way. Except in the case of an emergency, Grantee shall not open or disturb the surface of any Rights-of-Way or public place for any purpose without first having obtained a permit to do so in the manner provided by law. All excavation shall be coordinated with other utility excavation or construction, when applicable, so as to minimize disruption to the public.
  3. Use of existing poles or conduits.
    - a. Grantee shall utilize existing poles, conduits and other facilities whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property until the written approval of City is obtained. No location or any pole or wire-holding structure of Grantee shall be a vested interest, and such poles or structures shall be removed or modified by Grantee at its own expense whenever City determines that the public convenience would be enhanced thereby.
    - b. The facilities of Grantee shall be installed underground in those areas of City where existing telephone and electric services are both underground at the time of construction by Grantee. In areas where either telephone or electric utility facilities are installed aerially at the time of System construction, Grantee may install its facilities aerially; however, at such time as the existing aerial facilities are placed underground, Grantee shall likewise place its facilities underground at its sole cost. If City requires utilities to bury lines which are currently overhead, and the City financially participates in said undergrounding, then the City will provide the same cost sharing to the Grantee. In no case will the City provide financial reimbursement to one (1) franchised cable operator without providing the same benefit to any other franchised cable operator.
  4. Minimum Interference.
    - a. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
    - b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.
  5. Disturbance or damage. Any and all Rights-of-Way or public property which are disturbed or damaged during the construction, repair, replacement, relocation, operation,

maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition reasonably as good as that prevailing prior to Grantee's work, as determined by the City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for the reasonable, documented costs of such restoration within thirty (30) days after its receipt of City's invoice therefor.

6. Temporary Relocation.

- a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes disconnection, removal, or relocation necessary. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
- b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.

7. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the City Administrator, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages.

8. Tree Trimming. Grantee shall have the authority to trim trees on public Rights-of-Way at its own expense as may be necessary to protect its wires and facilities, subject to supervision and direction by City. Trimming of trees on private property shall require consent of the property owner. Any trimming of trees by the Grantee in the Rights-of-Way and public ways shall be subject to such regulation as the City Administrator or other authorized official may establish to protect the public health, safety and convenience.

9. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the

line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

10. Facility location records. Each Grantee shall keep accurate records of the location of all facilities in the Rights-of-Way and public ways and make records available for inspection by City upon request.
11. Locating facilities.
  - a. If, during the design process for public improvements, City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with City to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
  - b. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of City limits.
12. City's rights.
  - a. Subject to Applicable Laws, when City uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as City directs. Notwithstanding the foregoing: (1) in the event the public project is paid for totally or in part by non-public funds, then Grantee's costs of moving its property shall be borne by the source of the non-public funds in the same ratio as the non-public funds bear to the total project costs; and (2) Grantee shall be required to relocate its facilities at the same time and under the same conditions as other utilities and wireline providers occupying the Rights of Way are required to move their facilities.
  - b. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
13. Facilities in conflict. If, during the course of a project, City determines Grantee's facilities are in conflict, the following shall apply:
  - a. Prior to City Notice to Proceed to Contractor: If Grantee has an obligation to relocate its facilities, it shall do so within a reasonable time, but in no event exceeding three (3) months. This time period shall begin running upon receipt by

Grantee of written notice from City. However, if both City and Grantee agree, the time frame may be extended based on the requirements of the project.

- b. Subsequent to City Notice to Proceed to Contractor: City and Grantee will immediately begin the coordination necessary to remove or relocate the facility. Removal or relocation is to begin no later than three (3) business days, if practicable, after written notification from City of the conflict.

14. Relocation delays.

- a. Subject to Grantee's compliance with Section 3.13 above, if Grantee has an obligation to relocate its facilities and Grantee's relocation effort so delays construction of a public project causing City to be liable for delay damages, Grantee shall reimburse City for those damages directly and proximately caused by Grantee's delay. In the event Grantee should dispute the amount of damages attributable to Grantee, the matter may be referred to the City engineer for a decision. In the event that Grantee disagrees with the City engineer's decision, the matter may be submitted to the City Administrator or the City Administrator's designee for determination, whose decision shall be final and binding upon Grantee as a matter of City review, but nothing herein waives any right of appeal to the courts, or Grantee's right to file at any time a legal action in the Federal District Court, Minneapolis, Minnesota, seeking resolution of the parties' dispute.
- b. In the event City becomes aware of a potential delay involving Grantee's facilities, City shall promptly notify Grantee of this potential delay.

15. Interference with City Facilities. The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with City's placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other City systems that have been, or may be, installed, maintained, used or authorized by City.

16. Interference with Utility Facilities. Grantee agrees not to install, maintain or use any of its facilities in such a manner as to damage or interfere with any existing facilities of another utility located within the Rights-of-Way and public ways of City and agrees to relocate its facilities, if necessary, to accommodate another facility relocation. Nothing in this section is meant to limit any rights Grantee may have under Applicable Laws to be compensated for the cost of relocating its facilities from the utility that is requesting the relocation.

17. Collocation. To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along City Rights-of-Way and sidewalks for underground plant, Grantee shall make every commercially reasonable effort to collocate compatible facilities within the Rights-of-Way subject to the engineering requirements of the owners of utility poles and other facilities.

18. Safety Requirements.

- a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
- b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
- c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

**SECTION 4.  
DESIGN PROVISIONS**

1. System Construction: Minimum Channel Capacity.

- a. Grantee shall develop, construct and operate for the term of this Franchise a System providing a minimum of 750 MHz capacity.
  - b. All final programming decisions remain the discretion of Grantee in accordance with this Franchise, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions or realignments that are within Grantee's control, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545. Location and relocation of the PEG Channels shall be governed by Section 6 and Exhibit B.
2. Emergency Alert Capability. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.
3. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

4. Special Testing.

- a. City shall have the right to inspect all construction or Installation work performed pursuant to the provisions of the Franchise. Subject to and without waiving Applicable Law, City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or Installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
- b. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing.

5. FCC Reports. The results of any tests required to be filed by Grantee for the System with the FCC shall upon request of City also be filed with City or its designee within ten (10) days of the filing of such tests.

6. Annexation. Upon the annexation of any additional land area by City, the annexed area shall thereafter be subject to all the terms of this Franchise upon sixty (60) days' written notification to Grantee of the annexation by City, subject to the line extension policies contained herein and provided that the annexed area is not already served by another cable operator. The City shall also notify Grantee in writing of all new street address assignments or changes within the annexed area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the City franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the City has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent as set forth in Section 2(9) above. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Line Extension.

- a. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a density equivalent of ten (10) residential units per one-quarter (1/4) cable mile of System, as measured from the closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of the request.
  - b. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within fifteen (15) working days of such a request. The charge for Installation or extension for each Person requesting Service shall not exceed a pro rata share of the actual cost of extending the Service.
  - c. Any residential and/or commercial unit located within one hundred twenty-five (125) feet of the nearest accessible tie-in point on Grantee's System shall be connected to the System at no charge other than the Standard Installation charge. Grantee shall, upon request by any potential Subscriber residing in City beyond the one hundred twenty-five (125) foot limit, extend Service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs.
8. Lockout Device. Grantee will comply with federal law concerning parental control devices.

**SECTION 5.  
SERVICE PROVISIONS**

- 1. Regulation of Service Rates. City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal and state law(s). City reserves the right to regulate rates for any future Services to the extent permitted by law.
- 2. Consumer Protection and Service Standards. Grantee shall provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:
  - a. Cable System office hours and telephone availability:
    - i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
      - 1. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
      - 2. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

- ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
  - iii. Grantee shall acquire equipment and/or perform surveys to measure compliance with the telephone answering standards above.
  - iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
  - v. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its subscribers twenty-four (24) hours per day, seven days a week. In the event Grantee elects to close its local office, Grantee shall provide at least sixty (60) days prior written notice to the City.
- b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following four (4) standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:
- i. Standard Installations will be performed within seven (7) business days after an order has been placed. “Standard” Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system and do not include the Installation of Other Programming Services at the same time.
  - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on “Service Interruptions” promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem. Grantee shall resolve all Service Interruptions within forty-eight (48) hours under Normal Operating Conditions.
  - iii. The “appointment window” alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
  - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
  - v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the time of the scheduled appointment. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

- c. Communications between Grantee and Subscribers:
  - i. Notifications to Subscribers:
    - 1. Grantee shall provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
      - a. Products and Services offered;
      - b. Prices and options for programming services and conditions of subscription to programming and other services;
      - c. Installation and Service maintenance policies;
      - d. Instructions on how to use the Cable Service;
      - e. Channel positions of the programming carried on the System; and
      - f. Billing and complaint procedures, including the address and telephone number of the City.
    - 2. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by this Section 5.4(c)(i)(1). Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or City on the transaction between the operator and the Subscriber.
  - ii. Billing:
    - 1. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
    - 2. In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
  - iii. Refunds: Refund checks will be issued promptly, but no later than either:
    - 1. The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
    - 2. The return of the equipment supplied by Grantee if Service is terminated.

- iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

To the extent any of the foregoing obligations are identical or substantially similar to obligations set forth in 47 C.F.R. § 76.309, and the FCC amends or replaces this regulation, then Grantee's obligations under this franchise shall be interpreted consistent with the amended or replaced FCC regulation.

- 5. Subscriber Contracts. Upon request, Grantee shall provide the City with 1) current subscriber charges, and 2) the length and terms of residential subscriber contracts, if they exist.

### **SECTION 6. ACCESS CHANNEL(S) PROVISIONS**

- 1. Grantee Support for PEG Access. Subject to Applicable Law, Grantee shall provide the following support for PEG access usage within the Service Area, provided the PEG access provisions of this Franchise shall be no less burdensome or more beneficial than those imposed in additional franchises for cable service:
  - a. Provision of the Channels designated in Exhibit B of this Agreement for local PEG programming and access use at no charge in accordance with the requirements of Exhibit B.
  - b. Support of PEG programming to the extent specified in Exhibit B of this Agreement.
  - c. Provision of free public building Installation and Cable Service and a fiber connection to City's network as more clearly specified in Exhibit B.
- 2. Compliance with Federal Law. Grantee and City agree that the PEG capital grant referenced in Exhibit B, paragraph 6 will be dedicated for and may be used only for the purchase, upgrade and construction of PEG access facilities, as defined by federal law. The Grantee and City further agree that the PEG capital grant will not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. §542), as long as the City spends the PEG capital grant(s) in accordance with this Section and Applicable Law. The PEG access capital grant shall not be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the Franchise Fees to be paid to the City by Grantee pursuant to Section 7.3 hereof or (ii) part of the Franchise Fees to be paid to City by Grantee pursuant to Section 7.3 hereof.

**SECTION 7.  
OPERATION AND ADMINISTRATION PROVISIONS**

1. Administration of Franchise. The City Administrator or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the City Council shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Delegated-Authority. The City may appoint a citizen advisory body or may delegate to any other body or Person authority to monitor the performance of Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegates of City.
3. Franchise Fee.
  - a. During the term of the Franchise, Grantee shall pay quarterly to City a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently required by federal statute. The Franchise Fee imposed upon Grantee in this Franchise shall be no less burdensome or more beneficial than those imposed in additional franchises for cable service.
  - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each quarter together with a report showing the basis for the computation in form and substance substantially the same as Exhibit C attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the City on or before the date due, or is underpaid, Grantee shall pay in addition to the payment, or sum due, interest from the due date at an annual rate equal to the maximum rate permitted under Minnesota law, or one percent (1%) per month, twelve percent (12%) per year, if no such rate is legally specified.
  - c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

Discounted Rates. The parties acknowledge that the Grantee may offer a bundle or package of Cable Services and non-Cable services at a discounted rate. In order to calculate Gross Revenues, the grantee will allocate revenues between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the franchise Fee but may be subject to other fees and/or taxes) included in the bundle or package of services. The Grantee shall apportion the revenues generated from bundled or package services on a proportionate pro rata basis among the services offered unless such allocation methodology is directly in conflict with GAAP, in which case Grantee shall allocated bundled revenues in accordance with GAAP, and in no even shall the Grantee allocate the revenues to evade its Franchise Fee obligations under this Franchise or disproportionately reduce Gross Revenues. In no event shall Grantee be permitted to

evade or reduce applicable franchise fee payments required to be made to City due to discounted bundled services.

4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records. City acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws.
5. Reports to be Filed with City.
  - a. Grantee shall file with the City, at the time or payment of the Franchise Fee, a report of all Gross Revenues in form and substance as Exhibit D attached hereto.
  - b. City and Grantee shall mutually agree, at the times and in the form prescribed, to provide such other reasonable reports with respect to Grantee's operations pursuant to this Franchise.
  - c. Upon request and thirty (30) days' notice, the Grantee shall allow the City to inspect the maps, plats, and permanent records of the location of all facilities constructed, including underground facilities.
6. Amendments.

The Grantee and the City may agree, from time to time, to amend this Franchise. Any such amendments shall be made in writing and executed by both parties.

## **SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1. Letter of Credit
  - a. At the time of acceptance of this Franchise, Grantee shall deliver to City a Letter of Credit in the amount of Ten Thousand Dollars (\$10,000.00).
  - b. Upon written demand of City, after compliance with the procedures set forth in this Section 8.1, City may draw on the Letter of Credit in payment for monies owed pursuant to this Franchise, or for any damage incurred as a result of any acts or omissions by Grantee pursuant to this Franchise.
    - i. For failure to meet the requirements of Section 7.5 herein the penalty shall be Fifty Dollars (\$50.00) per day for each day, or part thereof, such failure occurs or continues.
    - ii. For failure to meet the requirements of Section 5.2 herein, the penalty shall be One Hundred Fifty Dollars (\$150.00) per day for each day, or part thereof, such failure occurs or continues.

- iii. For failure to meet the requirements of Section 6 herein, the penalty shall be Two Hundred Dollars (\$200.00) per day for each day or part thereof, such failure occurs or continues.
- c. Whenever the City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation.
- d. Grantee may, within fifteen (15) days of receipt of such notice, notify the City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by Grantee to the City shall specify with particularity the matters disputed by Grantee and shall toll the time frame provided herein and the accrual of penalties.
  - i. The City shall hear Grantee's dispute at the next regularly scheduled meeting and provide Grantee with an opportunity to introduce evidence and examine witnesses
  - ii. Upon determination by the City that no violation has taken place, the City shall rescind the notice of violation.
  - iii. If after hearing the matter the City determines that a violation has taken place, or if Grantee has not disputed the notice or cured the violation within thirty (30) days following receipt of notice, City may draw from the Letter of Credit all monies due the City from the date of Grantee's receipt of notice.
- e. If the City draws upon the Letter of Credit, in whole or in part, City may request that Grantee replenish the same within ten (10) days up to a maximum of \$20,000.00 for the term of the franchise.
- f. The failure to replenish any Letter of Credit may also, at the option of the City, be deemed a material default by Grantee under this Franchise. The drawing on the Letter of Credit by the City and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.
- g. The collection by the City of any damages or monies from the Letter of Credit shall not be deemed an exclusive remedy and shall not affect any other right or remedy available to the City.

2. Liability Insurance.

- a. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Minnesota with a rating by A.M. Best & Co. of not less than "A" that shall protect the Grantee, City and its officials, officers, directors, employees and agents from claims which may arise from operations

under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million Dollars (\$2,000,000.00). The following endorsements shall be attached to the liability policy:

- i. The policy shall provide coverage on an "occurrence" basis.
- ii. The policy shall cover personal injury as well as bodily injury.
- iii. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- iv. Broad form property damage liability shall be afforded.
- v. City shall be named as an additional insured on the policy.
- vi. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the Grantor will be called upon to contribute to a loss under this coverage.
- vii. Standard form of cross-liability shall be afforded.
- viii. An endorsement stating that the policy shall not be canceled without thirty (30) days' notice of such cancellation given to City.
- ix. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

3. Indemnification

- a. Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur based upon or in any way connected with the Grantee's negligence with respect to its operations in the City, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise, and/or the activities of Grantee, its subcontractors, employees and agents hereunder. Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee

shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantor shall be permitted to assume the defense and select its own attorneys to defend said claim. In the event that Grantor elects to assume the defense, and it is determined at the conclusion of the action that Grantee has an obligation to indemnify Grantor, such indemnification shall include Grantor's reasonable expenses, including Grantor's reasonable attorney's fees. Grantee shall not be required to provide indemnification to City for programming cablecast over the educational and governmental access channels administered by City.

- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
- c. City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.
- d. The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- e. Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees. City shall hold Grantee harmless, subject to the limitations in Minnesota Statutes Chapter 466, for any damage resulting from the negligence or misconduct of the City or its officials, boards, commissions, agents, or employees in utilizing any PEG access channels, equipment, or facilities and for any such negligence or misconduct by City in connection with work performed by City and permitted by this Agreement, on or adjacent to the Cable System.

4. Grantee's Insurance.

Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

- a. In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:
  - i. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;

- ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
- iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph 2 above.

**SECTION 9.**  
**SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE**

1. City's Right to Revoke.

- a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that after notice and an opportunity to cure as reordered herein;
  - i. Grantee has violated material provisions(s) of this Franchise and has not cured; or
  - ii. Grantee has attempted to evade any of the provisions of the Franchise; or
  - iii. Grantee has practiced fraud or deceit upon City.

2. Procedures for Revocation.

- a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required therein, City shall provide Grantee with the basis of the revocation.
- b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
- c. Nothing in this Franchise, including the revocation provisions set forth in this Section 9, shall prevent Grantee from filing at any time a legal action in the Federal District Court, Minneapolis, Minnesota seeking a declaration or enforcement of Grantee's rights or obligations under the Franchise.
- d. During the pendency of any legal action, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the

Franchise would endanger the health, safety and welfare of any Person or the public.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.
4. Removal After Abandonment, Termination or Forfeiture.
  - a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
  - b. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twenty-four(24) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.
5. Sale or Transfer of Franchise.
  - a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, other than a sale or transfer to an entity controlling, controlled by, or under common control with Franchisee, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted; provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness.
  - b. The Grantee shall file, in addition to all documents, forms and information required to be filed by Applicable Laws, the following:
    - i. Information sufficient to describe the proposed transaction and such other reasonable information necessary or appropriate for the City to consider in connection with the transfer determination; and
    - ii. A list detailing all documents filed with any state or federal agency related to the transaction.
  - c. City shall have such time as is permitted by Applicable Laws in which to review a transfer request.
  - d. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this section be approved without the

transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

- e. City shall be deemed to have waived its right to purchase the System pursuant to this section only in the following circumstances:
    - i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 9.5 (g) above, its intention to exercise its right of purchase; or
    - ii. It approves the assignment or sale of the Franchise as provided within this Section.
  - f. No Franchise may be transferred if City determines Grantee is in noncompliance with a material obligation of the Franchise, following notice and an opportunity to cure, unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.
  - g. In the event of any proposed sale or assignment pursuant to subparagraph (a) of this section City shall have the right of first refusal of any bona fide offer to purchase the System. Bona fide offer, as used in this section, means an offer received by the Grantee which it intends to accept to City's rights under this section. This written offer must be conveyed to City along with the Grantee's written acceptance of the offer contingent upon the rights of City provided for in this section. City shall be deemed to have waived its rights under this section in the following circumstances:
    - 1. If it does not indicate to Grantee in writing, within sixty (60) days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or
    - 2. It approves the assignment or sale of the Franchise as provided within this section.
6. Reservation of rights. City and Grantee reserve all rights that they may possess under Applicable Laws unless expressly waived herein.

## **SECTION 10. PROTECTION OF INDIVIDUAL RIGHTS**

- 1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color,

religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and City laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy.

- a. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber, pursuant to Minn. Stat. § 284.084 (s).
- b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to City for the purpose of Franchise administration, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available, pursuant to Minn. Stat. § 284.084 (s)(1).
- c. Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.

**SECTION 11.  
UNAUTHORIZED CONNECTIONS AND MODIFICATIONS**

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive Services of the System without Grantee's authorization.
2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.

**SECTION 12.  
MISCELLANEOUS PROVISIONS**

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Compliance with Federal, State and Local Laws.
  - a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.
  - b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.
4. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
5. Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and

such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

6. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.
7. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including but not limited to; acts of God, fire, explosion, vandalism, storm or other similar catastrophes; any law, order, regulation, direction, action or request of the United States Government or any other government including state and local governments having jurisdiction over either of the parties or of any department, agency, commission, court, bureau, governments, or of any civil or military authorities; national emergencies; insurrection; riots; wars; or strikes, lockouts or work stoppages.

### **SECTION 13.**

#### **PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 13.2.
2. Acceptance.
  - a. Grantee shall accept this Franchise within sixty (60) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes; provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.
  - b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.
  - c. Grantee shall accept this Franchise in the following manner:
    - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

- ii. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates, and guaranties, as required herein, that have not previously been delivered.

Passed and adopted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
By: Robert J. Byrnes  
Its: Mayor

ATTEST:

\_\_\_\_\_  
By: Kyle Box  
Its: City Clerk

Accepted: This Franchise is accepted, and we agree to be bound by its terms and conditions:

Dated this 29 day of August, 2019.

Spectrum Mid-America, LLC  
l/k/a Charter Communications

  
\_\_\_\_\_  
By: Paul Abbott  
Its: VP, Local Government Affairs & Franchising

**EXHIBIT B**  
**GRANTEE COMMITMENT TO**  
**PEG ACCESS FACILITIES AND EQUIPMENT**

1. PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNELS

Grantee shall make three (3) video Channels available exclusively for PEG use (“PEG Channels”). Initially the three (3) Channels shall be provided by Grantee for shared public, educational and governmental access use in accordance with Minnesota Statutes Section 238.084. The PEG Channels shall be dedicated for PEG use for the term of the Franchise, provided that Grantee may upon written request to City, utilize any PEG Channels for commercial or non-commercial programming when they are not scheduled for PEG use. City and Grantee shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).

City may not request additional Channel capacity beyond the three (3) Channels for PEG use except in accordance with applicable State laws. City shall be responsible for all programming requirements, including but not limited to scheduling, playback, training, staffing, copyright clearances, and equipment, maintenance and repair. Grantee may share such public access equipment with other communities served from Grantee’s headend.

2. PEG OPERATIONS

City may, in its sole discretion, negotiate agreements with neighboring jurisdictions served by the same Cable System, educational institutions or others to share the expenses of supporting the PEG Channels.

3. TITLE TO PEG EQUIPMENT

City shall retain title to all PEG equipment currently in use for PEG purposes which was purchased by Grantee during the preceding franchise term.

4. RELOCATION OF PEG CHANNELS

Subject to and without waiving Applicable Law, Grantee shall not relocate any PEG access Channel to a different Channel number without sixty (60) days advanced notice to the City. Grantee shall reimburse the City for reasonable costs, up to \$2,000, caused by such relocation, including (1) logo, business card or signage changes, (2) equipment modifications necessary to effect the change at the programmer’s production or

receiving facility, or (3) reasonable constituency notification costs. Grantee shall provide City and all Subscribers with at least sixty (60) days prior written notice of any legally required relocation.

Other PEG access Channels may be relocated by providing the City and all Subscribers two (2) separate written notices and pursuant to above-mentioned reimbursement requirements.

5. PEG ACCESS SUPPORT

Commencing on the Effective Date and ending of the tenth (10<sup>th</sup>) anniversary of the Effective Date, Grantee shall collect, on behalf of City, a per Subscriber fee of up to One Dollar and 50/100 (\$1.50) per month, solely to fund public, educational and governmental access related expenditures (hereinafter "Access Fee"). In year five (5) of the Franchise term or anytime thereafter, at the request of the Grantee, the City will prepare an analysis of expenditures to date and a budget for PEG facilities and equipment needed for the remainder of the Franchise term, and within sixty (60) days of Grantee's request the City and Grantee will convene to review the analysis and budget and consider a reduction of the Access Fee. In the event the City has expended less than ninety (90) percent of the Access Fee revenue collected during the term of the Franchise, the City agrees to a reduction of the Access Fee as necessary so that the amount of the Access Fee for the remainder of the Franchise term does not exceed expenditures for PEG facilities and equipment. The Access Fee set forth in this Franchise shall be no less burdensome or more beneficial than those imposed in additional franchises for cable service.

6. TWO-WAY SERVICE TO PUBLIC BUILDINGS

Subject to Applicable Law, Grantee shall continue to provide a two-way connection to the City Hall, the public high school, the public middle school, Marshall Lyon County Public Library, and Southwest Minnesota State University to facilitate the exchange of programming, including live cablecast programming from those buildings on the Grantee's Cable System and the Grantor's network. Subject to Applicable Law, Grantee shall further continue to provide, all necessary interface equipment (modulator/demodulator) at the agreed-upon point of interconnection to allow the City to cablecast programming to Grantee's headend for cablecast on Grantee's Cable System. In addition to the foregoing, Grantee shall provide two-way connections to all Marshall public and private schools, but shall not be required to provide the interface equipment necessary for such point of interconnection. Nothing in this Franchise shall prevent Grantee from working cooperatively with any other franchised cable operator in the City to provide these two-way connections and associated equipment.

7. DROPS TO DESIGNATED BUILDINGS

- a. Subject to Applicable Law, Grantee shall provide throughout the term of this Franchise, Installation of one (1) Drop and one (1) cable outlet, and one (1)

Converter, if necessary, and Basic Cable Service offered by Grantee, excluding pay-per-view, pay-per-channel (premium) programming, high-speed data services or newly created non-video Cable Services, without charge to the institutions identified on **Exhibit B-1** attached hereto.

578003/5

B-3

**EXHIBIT B-1**  
**SERVICE TO PUBLIC AND PRIVATE BUILDINGS**

Lyon County Law Enforcement	611 West Main Street
Police Department – City of Marshall	611 ½ West Main Street
Studio 1 TV (SMSU)	1501 State Street
Municipal Building	344 W. Main Street
Marshall Lyon County Public Library	201 C Street
Marshall Fire Department	201 E. Saratoga Street
City of Marshall Street Department	901 Oak Street

**EXHIBIT C  
FRANCHISE FEE PAYMENT WORKSHEET**

	Quarter/Year	Total
BASIC CABLE SERVICE		
INSTALLATION CHARGES		
BULK REVENUE		
EXPANDED BASIC SVC		
PAY SERVICE		
PAY PER VIEW		
FRANCHISE FEE REVENUE		
ADVERTISING REVENUE		
HOME SHOPPING REVENUE		
DIGITAL SERVICES		
INSIDE WIRING		
OTHER REVENUE		
EQUIPMENT RENTAL		
PROCESSING FEES		
BAD DEBT		
REVENUE		
FEE CALCULATED		
FEE		



## MEMORANDUM

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**TO:** Members of Marshall City Council

**FROM:** Tara Onken, EDA Director  
Marcia Loeslie, EDA Assistant Director

**DATE:** September 19, 2019

**SUBJECT:** Block 11 Redevelopment Project – Presentation of Proposed Development from APX Construction Group, LLC

### **Action/Recommendation**

There are no action/recommendation items for this meeting. The purpose of the meeting is to present the project proposal to City Council and receive any input.

### **Background**

The City has been working over the past 10+ years acquiring the dilapidated parcels on this block. The Marshall EDA approved the Block 11 RFP on December 13, 2018 and received two RFP's on April 30, 2019 (one from APX Construction Group, LLC).

City and EDA staff has been working with APX Construction Group, LLC on the development proposal and terms of a Preliminary Development Agreement (PDA). The primary purpose of a Preliminary Development Agreement is to give the proposed developer exclusive rights to the property and provide a proposal that is satisfactory to the City in a defined period of time. It basically outlines the initial terms both parties are working towards before committing to the project and a clear understanding of expectations. If things don't work out as expected in that period of time, the agreement can be terminated or extended.

It should be known that in the City of Marshall Comprehensive Plan, it states that the Central Business District (CBD) is a very important element in the City of Marshall. It also lays out the following goals under Downtown:

- 1) Create an atmosphere in the downtown area that is conducive and supportive of housing in the downtown area.
- 2) Identify and promote an appropriate mix of retail and service businesses in the downtown area.
- 3) Encourage appropriate redevelopment of the downtown area.
- 4) Promote the cooperation of the public and private sector in redevelopment consistent with the need to maintain a strong downtown area.
- 5) Encourage a positive, vital and unique image for the downtown area.

Staff believes this project meets these outlined goals and will bring forward the Preliminary Development Agreement with APX Construction Group, LLC at the October 8 City Council meeting for review and input.

# BLOCK 11- PROPOSED MIXED USED REDEVELOPMENT PROJECT

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56 Unit Housing – 2<sup>nd</sup> & 3<sup>rd</sup> Floor  
Retail/Office Space – 1<sup>st</sup> Floor

Current Property Owner: City of Marshall and Marshall HRA  
Proposed Developer: APX Construction Group, LLC

Item 21.



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# BLOCK 11 PICTURES



Item 21.



# BLOCK 11 REDEVELOPMENT TIMELINE

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December 13, 2018	EDA approved Block 11 RFP.
December 21, 2018	RFP Release Date
March 15, 2019	Deadline to submit questions.
April 30, 2019	RFP Submittal Deadline. Staff received two RFPS.
May 6, 2019	Internal review with staff.
May 17, 2019	Posted Advertisement for Bids for Removal & Disposal of Hazardous materials at Block 11.
May 23, 2019	Initial interview meeting with APX to discuss proposal with staff and EDA sub-committee.
June 4, 2019	Advertisement for Bids for Removal & Disposal of Hazardous materials at Block 11 closed.
August 2, 2019	Reached out to Mikaela Huot (Bakertilly Municipal Advisors) for preliminary TIF review.
August 19, 2019	Started drafting Preliminary Development Agreement as recommended.
August 21, 2019	Sent first Preliminary Development Agreement draft to Sofia/Andrew at Kennedy & Graven to review.
August 29, 2019	Sent first Preliminary Development Agreement draft to APX for review.
September 5, 2019	Conference Call with Mikaela Huot (Bakertilly Municipal Advisors) to discuss next steps and review PDA.
September 24, 2019	Present Block 11 Development Proposal to City Council and receive any input.
October 8, 2019	Anticipate presentation of Preliminary Development Agreement to Council.

Item 21.



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# APX CONSTRUCTION GROUP, LLC

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Based out of Mankato, MN, APX Construction Group, LLC is committed to bringing together the right people to achieve the right results for you. They are fully invested in the project and work collaboratively with the City of Marshall to make the entire building process a smooth and successful one. APX team members are on-site each day, they are available and maintain that level of service until the project is complete.

APX brings together a long-standing tradition of quality-construction experience, teamed with the latest in today's new technology and resources. They take pride in knowing our client's expectations, then surpassing them.

The firm is founded on three simple principles: Cost. Quality. Results.





## City of Marshall

Redevelopment of Block 11, Lots 1-5  
and Lots 15-20 in Downtown Marshall

Item 21.

September 24, 2019



# PRESENTING

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**JORGE LOPEZ**  
APX Developer  
Owner's Representative



**LEAP CHEAR**  
EAPC  
Project Manager



**SHAWN CROWLEY**  
EAPC  
Project Architect

# APX IN FACTS & NUMBERS

Construction Group

**30**



**YEARS OF  
COMBINED  
EXPERIENCE**

**27**



**OFFICE LOCATIONS  
ACROSS MN**

**15**



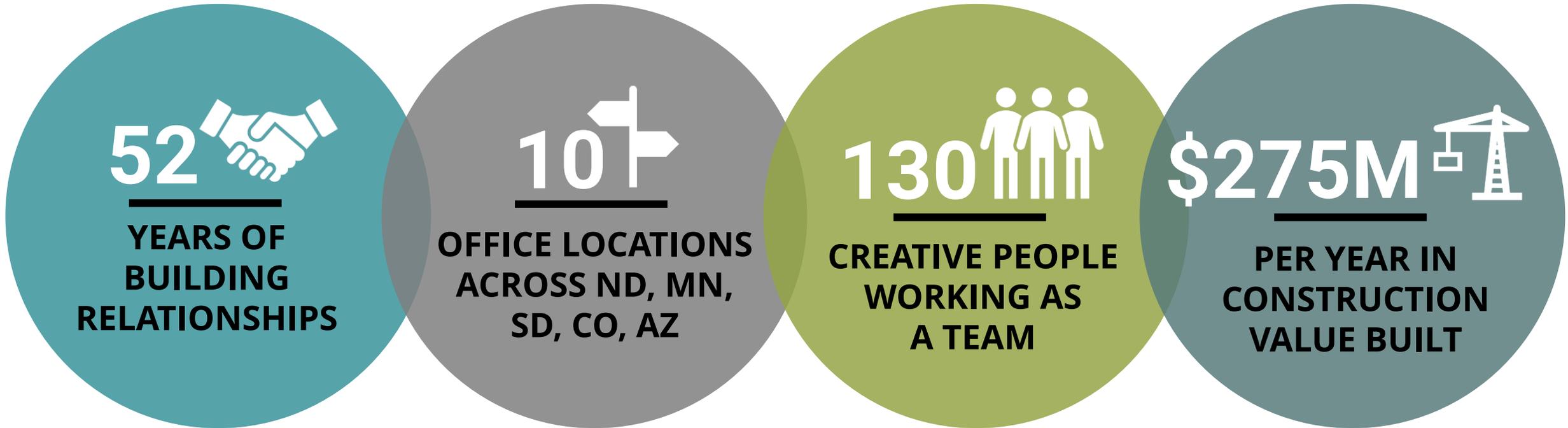
**EXPERIENCED  
PEOPLE WORKING  
AS A TEAM**

**\$2M SF**

**OF COMMERCIAL  
AND MULTI-FAMILY  
DEVELOPMENT**

# EAPC IN FACTS & NUMBERS

Full-service design firm



# DESIGN CONCEPT

Item 21.

Block 11 Redevelopment, Downtown Marshall, MN

217

APX Construction Group | EAPC Architects Engineers



MIXED USE DEVELOPMENT

PARKING LOT

OUTDOOR PLAZA PATIO

GREEN SPACE

E COLLEGE DR.

N 1ST ST.

W MAIN ST.

UNDERGROUND PARKING ENTRANCE

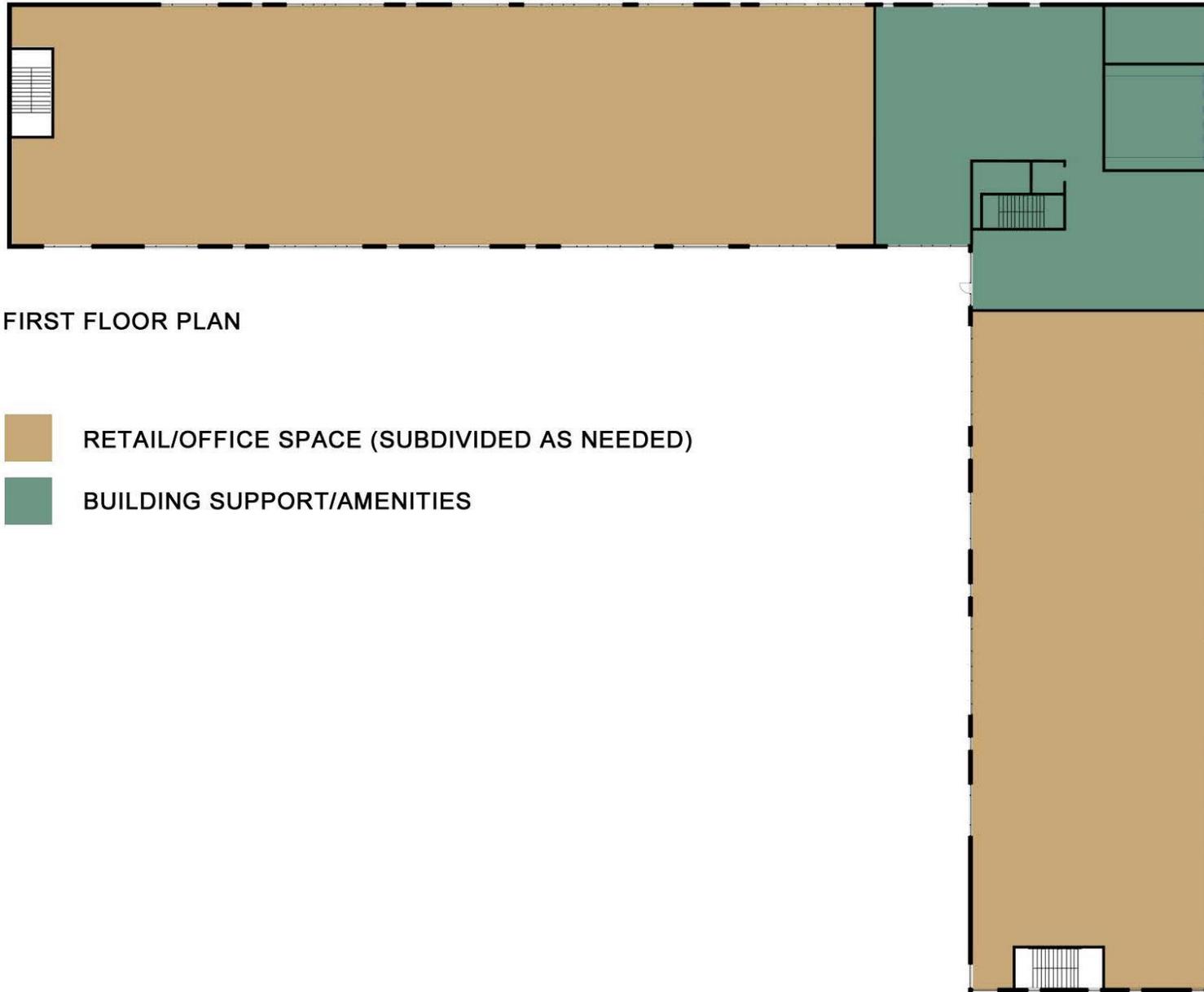
PLANTERS

Item 21.

218

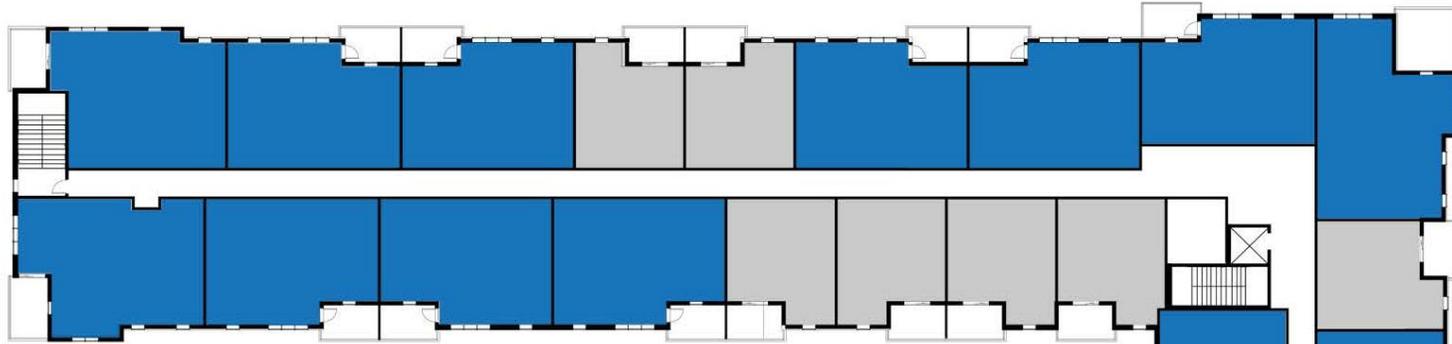
19

59



FIRST FLOOR PLAN

-  RETAIL/OFFICE SPACE (SUBDIVIDED AS NEEDED)
-  BUILDING SUPPORT/AMENITIES



TYPICAL SECOND AND THIRD FLOOR PLAN

- ONE BEDROOM UNIT
- TWO BEDROOM UNIT

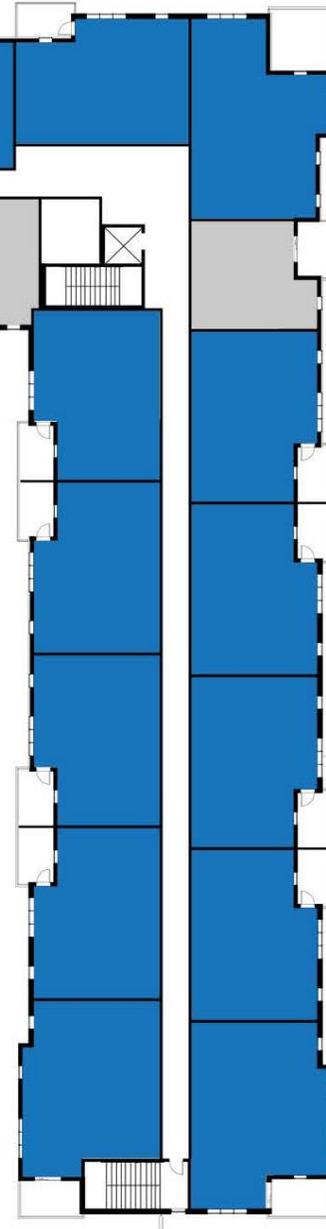
HOUSING INFORMATION

Housing Square Footage = 66,800 SF Total

One Bedroom Units - 14 (7 each floor)

Two Bedroom Units - 42 (21 each floor)

Total Units - 56





TYPICAL ONE BEDROOM UNIT



TWO BEDROOM UNIT - TYPE ONE

## HOUSING INFORMATION

One Bedroom Units - 14

Two Bedroom Units - 42

Total Units - 56



TWO BEDROOM UNIT - TYPE TWO



# VIEW FROM EAST COLLEGE DRIVE HEADING NORTHEAST

Item 21.

Block 11 Redevelopment, Downtown Marshall, MN

222

APX Construction Group | EAPC Architects Engineers



# VIEW FROM WEST MAIN HEADING NORTHWEST

Item 21.

Block 11 Redevelopment, Downtown Marshall, MN

223

APX Construction Group | EAPC Architects Engineers

# FINAL THOUGHTS

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- ✔ We have an experienced and creative team
- ✔ We understand the goals of the City and are willing to work with all stakeholders to create the best development for Block 11
- ✔ Local participation is valued and vital to the success of the project

# THANK YOU FOR LISTENING!

We are happy to answer your questions.



## City of Marshall

Redevelopment of Block 11, Lots 1-5  
and Lots 15-20 in Downtown Marshall

Item 21.

September 24, 2019





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Authorizing Use of Tax Increment Financing Funds To Reimburse City Expenditures
<b>Background Information:</b>	<p>At the September 10, 2019 Council Meeting, the City Council awarded the Demolition of Building Structures in Block 11 to Landwehr Construction Inc in the amount of \$106,300.</p> <p>The cost of acquisition of the buildings in block 11 were reimbursed with pooled TIF.</p> <p>To keep the funding source consistent, a resolution authorizing the use of pooled TIF for the demolition of buildings in Block 11.</p> <p>The intention of pooled TIF funds use in block 11 is to reimburse the funds back into TIF when the property is sold to taxable status.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Resolution Authorizing Use of Tax Increment Financing Funds To Reimburse City Expenditures

RESOLUTION \_\_\_\_\_, SECOND SERIES

RESOLUTION AUTHORIZING USE OF TAX INCREMENT FINANCING FUNDS TO REIMBURSE CITY EXPENDITURES

WHEREAS, the City of Marshall owns real property, described as Lots 15, 16, 17, 18, 19, and 20 in Block 11, Original Plat to the City of Marshall and;

WHEREAS, it is anticipated that necessary sums of money will be spent by the City of Marshall to remove blighted property, which includes demolition of the current buildings and;

WHEREAS, it is anticipated that pooled Tax Increment Financing (TIF) funds are a source of funds available to the City for reimbursement of expenses for the removal of blighted property of said properties and;

WHEREAS, the City of Marshall deems it necessary to pay those expenditures, with the agreement and understanding that expenditures will be reimbursed from pooled TIF funds.

NOW, THEREFORE, BE IT RESOLVED, that funds expended by the City of Marshall for removal of blighted property shall be reimbursed from pooled TIF funds. That all expenses incurred by the City of Marshall for the removal of blighted property shall be reimbursed, which funds shall include, but not limited to demolition of said properties, or any other fees necessary to remove the blighted property.

Passed and Adopted by the Council this 24<sup>th</sup> day of September 2019.

CITY OF MARSHALL

\_\_\_\_\_  
By: Robert J. Byrnes  
Its: Mayor

ATTEST:

\_\_\_\_\_  
By: Kyle Box  
Its: City Clerk

THIS INSTRUMENT WAS DRAFTED BY:

City of Marshall  
Annette Storm  
Director of Administrative Services  
344 W Main Street  
Marshall, MN 56258  
507-537-6763



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consideration of approval for a Food Services Agreement renewal with Marshall Amateur Hockey Association, a Minnesota non-profit corporation (MAHA).
<b>Background Information:</b>	<p>The City of Marshall and MAHA is recommending renewal of the current Food Services Agreement at the Red Baron Arena &amp; Expo. Events will be staffed with volunteer workers by MAHA. MAHA has been providing services for two calendar years (2017-2019) and is agreeable in renewing services pursuant to terms of the agreement.</p> <p>The renewal has been drafted and is provided for Council review. Please note that staff is recommending that all commissions due by operator be waived during the 2019/2020 year of the agreement. Staff supports to have MAHA continue as its food service provider and believes that the waiver of commission will assist MAHA in continuing growth in its youth programs and can benefit the community as a service provider.</p>
<b>Fiscal Impact:</b>	This agreement will not result in any additional revenue to/for the City. Staff believes that the waiver of commission fees will ultimately result in revenue being generated at the Red Baron Arena & Expo.
<b>Alternative/ Variations:</b>	N/A
<b>Recommendations:</b>	Staff recommends approval of the agreement as presented.

## Food Services Agreement

This **Food Services Agreement**, as from time to time amended (Agreement), is entered into between the City of Marshall (Client), and Marshall Area Hockey Association, a Minnesota non-profit corporation (MAHA), who, in consideration of the promises contained herein, agree as follows:

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

2.1 **Food Services; Sales.** Client grants to MAHA the right to control and operate all food and beverage services and sales for the employees, guests, and invitees at the Schwan Regional Amateur Sports Center, also known as Red Baron Arena and Expo, 1651 Victory Drive, Marshall, MN 56258, (collectively Food Services) at the sites and facilities set forth on the signature page (collectively Premises) at such prices and times of operation as set forth in the Program attached hereto.

The opportunity to manage and operate Food Services at the Premises is subject to and contingent upon compliance with food product lines as identified in the Master Sponsorship Agreement between City and Schwan's Shared Services, LLC and further subject to procurement of Broad Line food products from Reinhart Foodservice, LLC as identified in the Sponsorship Agreement between City and Reinhart Foodservices.

Soft drink and candy and snack vending services at the Premises are granted to Viking Coca-Cola pursuant to Sponsorship Agreement. Copies of the referenced Sponsorship Agreements are available for inspection at the office of the Community Services Director.

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

- 2.2.1 Cleaning dining furniture;
- 2.2.2 Cleaning floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by MAHA in food storage and preparation areas; and
- 2.2.3 Collecting and properly packing dry refuse, recyclables and compost from such areas and placing the packed refuse at site(s) on Premises designated by Client.

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

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

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

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

2.7 **Inventory for Services.** MAHA shall provide or cause the provision of:

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

2.7.2 The timely and full payment for such inventory.

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

2.9 **Test Kitchen.** Client grants to Reinhart Food Service, LLC, the Broad Line food products provider at the facility, the right to use said facility for "test kitchen" purposes. Said "test kitchen" use shall not interfere with or interrupt scheduled use of the kitchen facilities by MAHA. Reinhart Food Service, LLC shall coordinate with MAHA for kitchen use so as not to interrupt any scheduled event by MAHA.

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

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

3.2 **Equipment.** Equipment in the food preparation, storage, dining, and serving areas for exclusive MAHA use as identified in the Program or as reasonably necessary to sufficiently perform the Services conducted at Client's request (collectively Services Equipment);

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

3.4 **Cleaning; Maintenance; Safety.**

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

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

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

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

5. **Agreement Term.** Unless sooner terminated as provided in this section, the term of this Agreement shall be October 01, 2019 through September 30, 2020.

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

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

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

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

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

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

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

6.2 **Taxes; Assessments.** MAHA shall pay when due all federal, state, local, and other governmental taxes or assessments in connection with the operation and performance of the Services. MAHA shall pay when due all license and permit fees in connection with Services. Client shall pay when due all federal, state, local, and other governmental sales, use, property taxes, or assessments in connection with the Premises, Services Equipment, Offices, Utilities, and payment of Client Obligations.

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

6.4 **Alcohol Prohibited during Youth Events (MAHA and School District Sponsored Events).** MAHA shall not provide for sale nor serve alcohol during MAHA sponsored events and alcohol shall not be provided for sale or served during Independent School District #413 school events.

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

MAHA has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment,

inventory, or other property furnished or installed by Client on the Premises. MAHA shall not operate, remove, or tamper with such equipment, inventory, or other property.

7. **Indemnification.**

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

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

7.3 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

8. **Insurance.**

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

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

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

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

any jurisdiction, or if it files any such application or petition, or if such proceeding is commenced against a party.

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

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

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

#### 11. **Miscellaneous.**

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

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

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

11.4 **Notices.** All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one business day after deposit with an overnight courier; or (d) three business days after deposit in the United States mail.

11.5 **Information Technology Security.** In connection with the services being provided hereunder, MAHA may need to operate certain information technology systems not owned by the Client (Non-Client Systems), which may need to interface with or connect to Client's networks, internet access, or information technology systems (Client Systems). MAHA shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If MAHA serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then MAHA will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of

cardholder data (Data Protection Rules). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from MAHA, at its own expense, the changes to the Client Systems that MAHA reasonably requests and believes are necessary or prudent to ensure MAHA' compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

**11.6 Loss Prevention.** MAHA will have the right at MAHA' expense to implement security measures and security systems as it deems necessary, including, but not limited to, employing a loss prevention manager on-site at the Premises. Client agrees to cooperate with MAHA in connection with MAHA' implementation of such systems, including, but not limited to, providing permission for MAHA to install equipment related to such systems at the Client's Premises.

Effective Date: \_\_\_\_\_

Client: City of Marshall

By: \_\_\_\_\_  
(Authorized Officer or Principal Signature)

Printed Name: **Robert J. Byrnes**  
Title: Mayor

By: \_\_\_\_\_  
(Authorized Officer or Principal Signature)

Printed Name: **Kyle Box**  
Title: City Clerk

Signature Date: \_\_\_\_\_

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

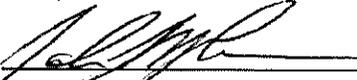
Premises Location(s): Red Baron Arena and Expo, 1651 Victory Drive, Marshall, MN 56258

Client Notice To:

Name: **Scott VanDerMillen**  
Title: **Director, Community Services**

MAHA

Address: PO Box 173  
Marshall, MN 56258

By: 

Printed Name: Joshua Johnson

Title: President

Signature Date: 9-13-19

MAHA Notice To:

Name: Josh Johnson

Title: President

Facsimile No.: Email

jjohnson.tvlc@gmail.com

Attachment #1

Services Program: Payment Provisions

Commissions MAHA shall pay commissions to the Client within thirty (30) days from the fiscal close of the preceding month in an amount equal to 5% of Gross Sales. "Gross Sales" shall mean all moneys received for sales or Services rendered at or from the Premises.

Payment Terms Net fifteen (15) days of Billing Statement date via Client check or electronic fund transfer to the account and banking institution designated by MAHA.

Hours of Operation Correspond to customary Client operating hours and days of operation, or as otherwise agreed. Food services to be provided by MAHA at the following events:  
(a) All MAHA sponsored events at the "Premises"  
(b) All Public School sponsored events at the "Premises"  
(c) All Client (City of Marshall) sponsored events at the "Premises" (not to exceed 10 client sponsored events during the term of this agreement, unless specifically agreed to by MAHA).

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

\*Payment of commissions as set forth above is hereby WAIVED for **this third** term of this agreement (October 01, 2019 through September 30, 2020). Client (City of Marshall) hereby reserves the right to collect a commission from MAHA in subsequent years should this agreement be extended for additional years of service.

**Attachment #2**

Summary of Responsibilities

MAHA

Client

Inventory	food, beverages, detergent, paper supplies, postage	X	
Services Equipment			
Fabrics	linens, uniforms	X	
Expendable Equipment	pots, pans, bowls, utensils, measuring/mixing tools, knife sharpening tools		X
Non-Expendable Equipment	cash drawers & computer processing systems, dining furniture, food-production appliances, kiosks & server/display units, maintenance & sanitation supplies/appliances	X	
Non-Expendable Equipment	Point of Sale Units (2)		X
Operation Facilities	food production & storage space per MAHA specifications		X
Utilities	telephone hardware, lines & service, 220w electric current, lighting fixtures, gas & fuel, HVAC, hot & cold water, steam, refuse collection & removal, facilities sewerage disposal, extermination service, fire safety systems		X
Cleaning			
Operation & Dining Facilities	windows, ceilings, fans & lighting fixtures, ventilation fittings & interiors, grease traps, restrooms, carpeted areas, walls above 6 ft.		X
	exterior of equipment in food storage & preparation areas, walls up to 6 ft., floors, exterior of hoods & vents, dining furniture	X	
Maintenance	Client Premises, Operation Facilities, Services Equipment, Utilities, Offices		X
Services Staff	adequate staff of qualified Employees & agents to perform Services & related administration	X	

## Food Services Agreement

This **Food Services Agreement**, as from time to time amended (Agreement), is entered into between the City of Marshall (Client), and Marshall Area Hockey Association, a Minnesota non-profit corporation (MAHA), who, in consideration of the promises contained herein, agree as follows:

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

2.1 **Food Services; Sales.** Client grants to MAHA the right to control and operate all food and beverage services and sales for the employees, guests, and invitees at the Schwan Regional Amateur Sports Center, also known as Red Baron Arena and Expo, 1651 Victory Drive, Marshall, MN 56258, (collectively Food Services) at the sites and facilities set forth on the signature page (collectively Premises) at such prices and times of operation as set forth in the Program attached hereto.

The opportunity to manage and operate Food Services at the Premises is subject to and contingent upon compliance with food product lines as identified in the Master Sponsorship Agreement between City and Schwan's Shared Services, LLC and further subject to procurement of Broad Line food products from Reinhart Foodservice, LLC as identified in the Sponsorship Agreement between City and Reinhart Foodservices.

Soft drink and candy and snack vending services at the Premises are granted to Viking Coca-Cola pursuant to Sponsorship Agreement. Copies of the referenced Sponsorship Agreements are available for inspection at the office of the Community Services Director.

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

- 2.2.1 Cleaning dining furniture;
- 2.2.2 Cleaning floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by MAHA in food storage and preparation areas; and
- 2.2.3 Collecting and properly packing dry refuse, recyclables and compost from such areas and placing the packed refuse at site(s) on Premises designated by Client.

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

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

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

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

2.7 **Inventory for Services.** MAHA shall provide or cause the provision of:

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

2.7.2 The timely and full payment for such inventory.

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

2.9 **Test Kitchen.** Client grants to Reinhart Food Service, LLC, the Broad Line food products provider at the facility, the right to use said facility for "test kitchen" purposes. Said "test kitchen" use shall not interfere with or interrupt scheduled use of the kitchen facilities by MAHA. Reinhart Food Service, LLC shall coordinate with MAHA for kitchen use so as not to interrupt any scheduled event by MAHA.

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

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

3.2 **Equipment.** Equipment in the food preparation, storage, dining, and serving areas for exclusive MAHA use as identified in the Program or as reasonably necessary to sufficiently perform the Services conducted at Client's request (collectively Services Equipment);

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

3.4 **Cleaning; Maintenance; Safety.**

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

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

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

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

5. **Agreement Term.** Unless sooner terminated as provided in this section, the term of this Agreement shall be October 01, 2018 through September 30, 2019.

5.1 **Permitted Termination.** Notwithstanding the foregoing, this Agreement may be terminated:  
5.1.1 Effective upon sixty (60) days' prior notice by either party to the other; or  
5.1.2 At any time after the occurrence or continuance of a Payment Default or other Default that is material to the whole of this Agreement that has not been remedied in accordance with Section 11 herein.

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

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

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

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

6.2 **Taxes; Assessments.** MAHA shall pay when due all federal, state, local, and other governmental taxes or assessments in connection with the operation and performance of the Services. MAHA shall pay when due all license and permit fees in connection with Services. Client shall pay when due all federal, state, local, and other governmental sales, use, property taxes, or assessments in connection with the Premises, Services Equipment, Offices, Utilities, and payment of Client Obligations.

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

6.4 **Alcohol Prohibited during Youth Events (MAHA and School District Sponsored Events).** MAHA shall not provide for sale nor serve alcohol during MAHA sponsored events and alcohol shall not be provided for sale or served during Independent School District #413 school events.

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

MAHA has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment,

inventory, or other property furnished or installed by Client on the Premises. MAHA shall not operate, remove, or tamper with such equipment, inventory, or other property.

7. **Indemnification.**

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

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

7.3 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

8. **Insurance.**

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

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

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

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

any jurisdiction, or if it files any such application or petition, or if such proceeding is commenced against a party.

## 10. Dispute Resolution and Governing Law.

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

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

## 11. Miscellaneous.

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

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

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

11.4 **Notices.** All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one business day after deposit with an overnight courier; or (d) three business days after deposit in the United States mail.

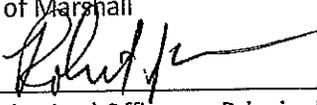
11.5 **Information Technology Security.** In connection with the services being provided hereunder, MAHA may need to operate certain information technology systems not owned by the Client (Non-Client Systems), which may need to interface with or connect to Client's networks, internet access, or information technology systems (Client Systems). MAHA shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If MAHA serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then MAHA will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of

cardholder data (Data Protection Rules). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from MAHA, at its own expense, the changes to the Client Systems that MAHA reasonably requests and believes are necessary or prudent to ensure MAHA' compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

11.6 **Loss Prevention.** MAHA will have the right at MAHA' expense to implement security measures and security systems as it deems necessary, including, but not limited to, employing a loss prevention manager on-site at the Premises. Client agrees to cooperate with MAHA in connection with MAHA' implementation of such systems, including, but not limited to, providing permission for MAHA to install equipment related to such systems at the Client's Premises.

Effective Date: 10-1-18

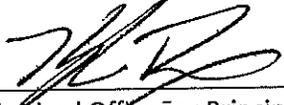
Client: City of Marshall

By: 

(Authorized Officer or Principal Signature)

Printed Name: **Robert J. Byrnes**

Title: Mayor

By: 

(Authorized Officer or Principal Signature)

Printed Name: **Kyle Box**

Title: City Clerk

Signature Date: 9-11-18

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

Premises Location(s): Red Baron Arena and Expo, 1651 Victory Drive, Marshall, MN 56258

Client Notice To:

Name: **Scott VanDerMillen**

Title: **Director, Community Services**

MAHA

Address: PO Box 173  
Marshall, MN 56258

By: 

Printed Name: Scott Mauch  
Title: President

Signature Date: 9-14-18

MAHA Notice To:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Attachment #1

Services Program: Payment Provisions

Commissions	MAHA shall pay commissions to the Client within thirty (30) days from the fiscal close of the preceding month in an amount equal to 5% of Gross Sales. "Gross Sales" shall mean all moneys received for sales or Services rendered at or from the Premises.
Payment Terms	Net fifteen (15) days of Billing Statement date via Client check or electronic fund transfer to the account and banking institution designated by MAHA.
Hours of Operation	Correspond to customary Client operating hours and days of operation, or as otherwise agreed. Food services to be provided by MAHA at the following events: <ul style="list-style-type: none"><li>(a) All MAHA sponsored events at the "Premises"</li><li>(b) All Public School sponsored events at the "Premises"</li><li>(c) All Client (City of Marshall) sponsored events at the "Premises" (not to exceed 10 client sponsored events during the term of this agreement, unless specifically agreed to by MAHA).</li></ul> Hours of operation shall be at least one-half hour before scheduled event start time and continuing until one-half hour after conclusion of event.

\*Payment of commissions as set forth above is hereby WAIVED for **this second** term of this agreement (October 01, 2018 through September 30, 2019). Client (City of Marshall) hereby reserves the right to collect a commission from MAHA in subsequent years should this agreement be extended for additional years of service.

**Attachment #2**

Summary of Responsibilities

MAHA

Client

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019														
<b>Category:</b>	NEW BUSINESS														
<b>Type:</b>	ACTION														
<b>Subject:</b>	MERIT Center Road Course - Phase 2 Project Costs.														
<b>Background Information:</b>	<p>Per the current change order authorization procedures as adopted by the City Council on February 12, 2019, The Council must approve change orders that increase the value of the contract to more than \$25,000 beyond the project's contingency funding.</p> <p>For the above referenced project, contract cost of \$2,712,530.50, plus 5% contingency of \$135,626.00, plus \$25,000 totals \$160,626. To date, there is one change order on the project totaling \$34,929.</p> <p>Below is a listing of project overrun items completed to date:</p> <table style="margin-left: 40px;"> <tr> <td>Common Excavation Overrun for moving dirt for berm:</td> <td style="text-align: right;">~\$35,000</td> </tr> <tr> <td>Extra tile quantity (Graef bad numbers):</td> <td style="text-align: right;">~\$22,000</td> </tr> <tr> <td>Extra Class 5 quantity (Graef bad numbers):</td> <td style="text-align: right;">~\$50,000</td> </tr> <tr> <td>MERIT Outlet Structure/Pipe Change:</td> <td style="text-align: right;">~\$22,000</td> </tr> <tr> <td>Move fabric to bottom of section:</td> <td style="text-align: right;">~\$13,000</td> </tr> <tr> <td>Geogrid for small area:</td> <td style="text-align: right;"><u>~\$3,000</u></td> </tr> <tr> <td></td> <td style="text-align: right;">~\$145,000</td> </tr> </table> <p>In addition, the following are items yet to be addressed: insulating cold storage building, MMU/electrician costs to bring power to building/gate, cost to install gate, cost to grade/fill water hole between Phase I and Phase II, and any other slight changes in quantity.</p> <p>The entire project remains within the limits of our grant funds.</p>	Common Excavation Overrun for moving dirt for berm:	~\$35,000	Extra tile quantity (Graef bad numbers):	~\$22,000	Extra Class 5 quantity (Graef bad numbers):	~\$50,000	MERIT Outlet Structure/Pipe Change:	~\$22,000	Move fabric to bottom of section:	~\$13,000	Geogrid for small area:	<u>~\$3,000</u>		~\$145,000
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MERIT Outlet Structure/Pipe Change:	~\$22,000														
Move fabric to bottom of section:	~\$13,000														
Geogrid for small area:	<u>~\$3,000</u>														
	~\$145,000														
<b>Fiscal Impact:</b>	Project costs may increase the value of the contract to more than \$25,000 beyond the project's contingency funding.														
<b>Alternative/Variations:</b>	No alternative actions recommended.														
<b>Recommendations:</b>	that the Council authorize proceeding with the MERIT Center Road Course - Phase 2 project.														



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Cooperation Agreement Between the United States of America and the City of Marshall, MN for Rehabilitation of a Federal Flood Control Work.
<b>Background Information:</b>	<p>Following recent high-water events in the Redwood River, staff has identified various locations of slope failure along our flood control project.</p> <p>The U.S. Army Corps of Engineers (USACE) staff is currently in the process of designing plans and lining up project permitting to complete some work yet this fall/winter. The other locations may have completion schedules into 2020.</p> <p>At the August 13, 2019 meeting, Council authorized for sponsor participation of US Army Corps of Engineers Flood Control Project betterments in the amount of approximately \$190,000.00. At that time, the USACE staff advised that they intended to complete this project in cooperation with the City of Marshall under the same 'Project Cooperation Agreement' that both parties entered in 1996 (attached). The Office of Counsel of the USACE reviewed the current 1996 Project Cooperation Agreement in place between the City of Marshall and the Department of the Army for the construction of the Flood Control Works. After said review, the Office of Counsel of the USACE has ordered preparation of a new agreement.</p> <p>Attached is a draft of a Cooperation Agreement that will need to be executed prior to repair of the levee damage.</p> <p>The draft agreement is under review with USACE Office of Counsel for legal sufficiency. The USACE will finalize this as soon as the District Engineer approves the Project Information Report (Article IA) and Office of Counsel is satisfied document is legal. The document has also been provided to the City Attorney for his review.</p> <p>The USACE staff is advising that the USACE will be responsible for all project design, permitting, inspection, and construction costs related to reinstating the flood control project to its as-built condition prior to recent high-water events. The City of Marshall will be responsible for identifying and procuring material borrow sites, material disposal sites, and construction easement or access agreements as required to reach project locations. Further, the City is responsible for any 'betterments' costs. The 'betterments' are improvements, typically slope armoring, to help prevent these failures from occurring at these locations in the future. The City Council approved the levy 'betterments' at the August 13, 2019 meeting.</p>
<b>Fiscal Impact:</b>	The project will be funded from the Surface Water Management Utility Fund.
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize execution of the Cooperation Agreement Between the United States of America and the City of Marshall, MN for Rehabilitation of a Federal Flood Control Work.

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and  
THE CITY OF MARSHALL, MN  
for  
REHABILITATION OF A FEDERAL FLOOD CONTROL WORK**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Colonel K. D. Jansen, St. Paul District, U.S. Army Corps of Engineers, and the City of Marshall, MN, (hereinafter referred to as the "Public Sponsor"), represented by the Mayor.

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a flood control project (hereinafter referred to as the project) authorized by the Flood Control Act of 1960 with upgrades authorized by Section 401(a) of the Water Resources Development Act of 1986 and governed by the Project Cooperation Agreement dated 09 September, 1996 and entitled Project Cooperation Agreement Between the Department of the Army and the City of Marshall, Minnesota for the construction of the flood control project, Redwood River at Marshall, Minnesota and which remains in full effect.

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

**WHEREAS**, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean restoration to pre-flood/as-built condition the damages to the federal project at locations 1, 2, 3 & 6 as described in the City of Marshall amended request for rehabilitation assistance under PL 84-99 dated June 14, 2019. The rehabilitation effort includes removing temporary rip rap at location 2 and restoring the levee cross section to the as-built condition at locations 1, 2, 3 & 6. Repairs include, but are not limited to excavation, fill, grading, rip rap top soil and seeding at the effected locations. Betterments, requested by the Public Sponsor, includes armoring additional reaches of the Federal Project at Locations 1, 2, 3 and 6. The repair/rehabilitation and betterments is as generally described in the Project Information Report, Rehabilitation of Marshall Flood Control Project dated August, 2019 and approved by the Division

Engineer on \_\_\_\_\_.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

D. The term "Betterment costs" shall mean all costs incurred by the Public Sponsor, in accordance with the terms of this Agreement, directly related to implementation of the betterments. The term shall include, but is not necessarily limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the betterments.

## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds (*and using funds provided by the Public Sponsor*) shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \$0.00 towards the total Rehabilitation Effort costs and \$148,311 for the cost of betterments.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort

costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$157,634 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$0.00. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$0.00. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The Public Sponsor shall provide, prior to the start of design or upon execution of this cooperation agreement, whichever is later, cash payments, required to meet the Public Sponsor's obligations under Article II of the Agreement for requested betterments. Betterment costs are currently estimated to be \$148,311 and the Public Sponsor's share (cash and services in kind) of total betterment costs is currently estimated to be \$148,311. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$148,311. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

C. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction.

Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "B6 FAO, USAED" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs or betterment costs incurred by the Government. In the event that total Rehabilitation Effort costs or betterment costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

D. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and betterment costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and betterment costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs and betterment costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, or betterment costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs or betterment costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

## **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0.00 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

## **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

## **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

## **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

## **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 96 01-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the

Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

### ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor  
Mayor of Marshall, MN  
344 West Main Street  
Marshall, MN 56258-6773

If to the Government  
District Engineer  
U.S. Army Corps of Engineers, St. Paul District  
180 5th Street East, Suite 700  
St. Paul, MN 55101-1678

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

THE CITY OF MARSHALL, MN

BY: \_\_\_\_\_  
Karl D. Jansen  
Colonel, United States Army  
District Engineer  
St. Paul District  
U.S. Army Corps of Engineers  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Robert J. Byrnes  
Mayor, City of Marshall, MN  
DATE: \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Robert J. Byrnes  
Mayor, City of Marshall, MN

15711  
copy

PROJECT COOPERATION AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

THE CITY OF MARSHALL, MINNESOTA

FOR CONSTRUCTION OF THE

FLOOD CONTROL PROJECT,  
REDWOOD RIVER AT MARSHALL, MINNESOTA

THIS AGREEMENT is entered into this 9th day of September, 1996, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and the City of Marshall, Minnesota (hereinafter the "Non-Federal Sponsor") represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, construction of the Flood Control Project, Redwood River at Marshall, Minnesota was authorized by Section 401(a) of the Water Resources Development Act of 1986 (Public Law 99-662) and amended by Section 4(k) of the Water Resources Development Act of 1988 (Public Law 100-676);

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Cooperation Agreement for construction of the Flood Control Project, Redwood River at Marshall, Minnesota (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Non-Federal Sponsor does not qualify for a reduction of the maximum non-Federal cost share pursuant to the guidelines that implement Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, as amended;

WHEREAS, Section 902 of Public Law 99-662 establishes the maximum amount of costs for the Flood Control Project, Redwood River at Marshall, Minnesota and sets forth procedures for adjusting such maximum amount; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the construction of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

#### ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term "Project" shall mean construction of approximately 4.7 miles of additional levees, 3.8 miles of bank protection, 0.3 miles of new high-flow diversion channel, an interbasin overflow structure, modifications to the existing diversion and drop structures, and a recreation plan consisting of 2.5 miles of biking/walking trail, 5 miles of cross-country skiing/hiking trail, and related picnic and rest area facilities, all as generally described in the General Design Memorandum and Draft Environmental Assessment, Redwood River, Marshall Minnesota, dated April 1987, and approved by Assistant Secretary of the Army (Civil Works) on 4 August 1993 (hereinafter the "GDM").

B. The term "flood control features" shall mean construction of levees, bank protection, new channel work, interbasin overflow structure, and modifications to the existing diversion and drop structures as generally described in the GDM.

C. The term "recreation features" shall mean a multi-use biking/walking trail, cross-country skiing/hiking trail, and related picnic and rest area facilities as generally described in the GDM.

D. The term "total project costs" shall mean all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to construction of the Project. Subject to the provisions of this

Agreement, the term shall include, but is not necessarily limited to: continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; preconstruction engineering and design costs; engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Articles XVIII.A. and B. of this Agreement; actual construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government affords credit in accordance with Article IV of this Agreement; and costs of audit in accordance with Article X of this Agreement. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.

E. The term "total project flood control costs" shall mean that portion of the total project costs that the Government assigns to the flood control features.

F. The term "total project recreation costs" shall mean that portion of the total project costs that the Government assigns to the recreation features.

G. The term "financial obligation for construction" shall mean a financial obligation of the Government, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total project costs.

H. The term "non-Federal proportionate share" shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Articles II.D.1., II.D.3., and II.E.2. of this Agreement to total financial obligations for construction, as projected by the Government.

I. The term "period of construction" shall mean the time from the date the Government first notifies the Non-Federal Sponsor in writing, in accordance with Article VI.B. of this Agreement, of the scheduled date for issuance of the solicitation for the first construction contract to the date that the U.S.

Army Engineer for the St. Paul District (hereinafter the "District Engineer") notifies the Non-Federal Sponsor in writing of the Government's determination that construction of the Project is complete.

J. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof.

K. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (excluding existing railroad bridges and approaches thereto) when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided in the authorizing legislation for the Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.

L. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

M. The term "functional portion of the Project" shall mean a portion of the Project that is suitable for tender to the Non-Federal Sponsor to operate and maintain in advance of completion of the entire Project. For a portion of the Project to be suitable for tender, the District Engineer must notify the Non-Federal Sponsor in writing of the Government's determination that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.

N. The term "betterment" shall mean a change in the design and construction of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter, the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, shall expeditiously construct the Project (including alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto), applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

1. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. The Government shall not issue the solicitation for the first construction contract until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the Project. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the Non-Federal Sponsor with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

2. Throughout the period of construction, the District Engineer shall furnish the Non-Federal Sponsor with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project.

B. The Non-Federal Sponsor may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.

C. When the District Engineer determines that the entire Project is complete or that a portion of the Project has become a functional portion of the Project, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R

Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project or the functional portion of the Project that have not been provided previously. Upon such notification, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project in accordance with Article VIII of this Agreement.

D. The Non-Federal Sponsor shall contribute a minimum of 25 percent, but not to exceed 50 percent, of total project flood control costs in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall provide a cash contribution equal to 5 percent of total project flood control costs in accordance with Article VI.B. of this Agreement.

2. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the construction, operation, and maintenance of the flood control features, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the flood control features.

3. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraphs D.1. and D.2. of this Article and Articles V, X, and XV.A. of this Agreement will be less than 25 percent of total project flood control costs, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to 25 percent of total project flood control costs.

4. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs D.2. and D.3. of this Article and Articles V, X, and XV.A. of this Agreement has exceeded 45 percent of total project flood control costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 45 percent of total project flood control costs. After such a determination, the Government, in its sole discretion, may provide any remaining flood control feature lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining flood control feature relocations on behalf of the Non-Federal Sponsor.

E. The Non-Federal Sponsor shall contribute 50 percent of total project recreation costs in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the construction, operation, and maintenance of the recreation features, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the recreation features.

2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraphs E.1 of this Article will be less than 50 percent of total project recreation costs, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to 50 percent of total project recreation costs.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs E.1 and E.2 of this Article has exceeded 50 percent of total project recreation costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 50 percent of total project recreation costs. After such a determination, the Government, in its sole discretion, may provide any remaining recreation feature lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining recreation feature relocations on behalf of the Non-Federal Sponsor.

F. The Non-Federal Sponsor may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed. If in its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow

and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

G. The Government, in accordance with Federal Laws, regulations, and policies, shall assign all costs included or to be included in total project costs to either total flood control costs or total project recreation costs.

H. The Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsor in accordance with paragraphs B., D., E., and F. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs B., D., E., and F. of this Article.

I. The Non-Federal Sponsor shall not use Federal funds to meet the Non-Federal Sponsor's share of total project costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

J. The Non-Federal Sponsor agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs.

K. The Non-Federal Sponsor acknowledges that it is solely responsible for sediment maintenance of the existing diversion channel to return it to a without project condition. For purposes of this Agreement, the parties agree that this work, if performed by the Government, shall be treated as a betterment.

#### ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for the construction, operation, and maintenance of the Project, including those required for relocations, borrow materials, and dredged or excavated material disposal. The Government shall indicate which of the required lands, easements, and rights-of-way are required for the flood control features and which are required for the recreation features. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail

sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the end of the period of construction, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each construction contract, the Non-Federal Sponsor shall provide the Government with authorization for entry to all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that contract. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the construction, operation, and maintenance of the Project. The Government shall delineate which of the required improvements are associated with the flood control features and which are associated with the recreation features. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the end of the period of construction, the Non-Federal Sponsor shall provide all improvements set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the proper disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for the construction, operation, and maintenance of the Project, including those necessary to enable the removal of borrow

materials and the proper disposal of dredged or excavated material. The Government shall delineate which of the necessary relocations are necessary for the flood control features and which are necessary for the recreation features. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. Prior to the end of the period of construction, the Non-Federal Sponsor shall perform or ensure the performance of all relocations as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all relocations the Government determines to be necessary for that contract.

D. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to paragraphs A., B., or C. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total project costs, assign that value to either total project flood control costs or total project recreation costs, and afford credit for such value toward the Non-Federal Sponsor's share of total project flood control costs or total project recreation costs.

E. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the construction, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### ARTICLE IV - CREDIT FOR VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS

A. The Non-Federal Sponsor shall receive credit toward its share of total project flood control costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged

or excavated material disposal areas that the Non-Federal Sponsor must provide pursuant to Article III of this Agreement for flood control features, and for the value of the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III of this Agreement for flood control features. The Non-Federal Sponsor shall receive credit toward its share of total project recreation costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide pursuant to Article III of this Agreement for recreation features, and for the value of the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III of this Agreement for recreation features. However, the Non-Federal Sponsor shall not receive credit for the value of any lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas that have been provided previously as an item of cooperation for another Federal project. The Non-Federal Sponsor also shall not receive credit for the value of lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is expressly authorized by statute.

B. For the sole purpose of affording credit in accordance with this Agreement, the value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph B.3. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, or the Non-Federal Sponsor chooses not to obtain a second appraisal, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph B.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall, prior to instituting such proceedings, submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60-day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60-day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with sub-paragraph B.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for the construction, operation, and maintenance of the Project, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.

C. After consultation with the Non-Federal Sponsor, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.

1. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a relocation of a highway, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Minnesota would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. Relocation costs shall include, but not necessarily be limited to, actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, but shall not include any costs due to betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available. Relocation costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

D. The value of the improvements made to lands, easements, and rights-of-way for the proper disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to betterments, as determined by the Government.

#### ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of construction. The Government's

Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the period of construction, the Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the Government's cost projections; final inspection of the entire Project or functional portions of the Project; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the Project, has the discretion to accept, reject, or modify the Project Coordination Team's recommendations.

E. The costs of participation in the Project Coordination Team shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

#### ARTICLE VI - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs, total project flood control costs, total project recreation costs, and costs due to betterments. By 1 January of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, total project flood control costs, total project recreation costs, of total costs due to betterments, of the maximum amount of total project costs

determined in accordance with Article XIX of this Agreement, of the components of total project costs, of each party's share of total project costs, total project flood control costs, and total project recreation costs, of the Non-Federal Sponsor's total cash contributions required in accordance with Articles II.B., II.D., II.E. and II.F. of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be \$9,980,000.00, and the Non-Federal Sponsor's cash contribution required under Article II.D. of this Agreement is projected to be \$650,000.00 and the Non-Federal Sponsor's cash contribution required under Article II.E. of this Agreement is projected to be \$535,000.00 . Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall provide the cash contribution required under Articles II.D.1., II.D.3. and II.E.2. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for issuance of the solicitation for the first construction contract, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for construction through the first fiscal year of construction, including the non-Federal proportionate share of financial obligations for construction incurred prior to the commencement of the period of construction. Not later than such scheduled date, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor.

2. For the second and subsequent fiscal years of construction, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for construction for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through the funding mechanism specified in Article VI.B.1. of this Agreement.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the Non-Federal proportionate share of financial obligations for construction incurred prior to the commencement of the period of construction; and (b) the non-Federal proportionate share of financial obligations for construction as they are incurred during the period of construction.

4. If at any time during the period of construction the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the non-Federal proportionate share of projected financial obligations for construction for the current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required, and the Non-Federal Sponsor, no later than 60 calendar days from receipt of such notice, shall make the additional required funds available through the payment mechanism specified in Article VI.B.1. of this Agreement.

C. In advance of the Government incurring any financial obligation associated with additional work under Article II.B. or II.F. of this Agreement, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the full amount of the funds required to pay for such additional work in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required. Within 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with a check for the full amount of the additional required funds.

D. Upon completion of the Project or termination of this Agreement, and upon resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total project costs, total project flood control costs, total project recreation costs, each party's contribution provided to total project flood control costs and total project recreation costs, and each party's required share of total project flood control costs and total project recreation costs. The final accounting also shall determine costs due to betterments and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.B. of

this Agreement. Nothing in this paragraph precludes the Government from conducting interim accountings or refunding any excess to the Non-Federal Sponsor determined thereby.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than its required share of total project flood control costs and total project recreation costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total project flood control costs and total project recreation costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds its required share of total project flood control costs and total project recreation costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete; however, the Non-Federal Sponsor shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article II.D.1. of this Agreement. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

#### ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

#### ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION (OMRR&R)

A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized,

the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project, at no cost to the Government, in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of notice, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

#### ARTICLE IX - INDEMNIFICATION

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project-related betterments, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for

Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of construction and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-128 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-128, and such costs as are allocated to the Project shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

#### ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

## ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

## ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## ARTICLE XIV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under Article II.B., II.D., II.E., II.F., VI, or XVIII.D. of this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsor in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating

to the Project and proceed to a final accounting in accordance with Article VI.D. of this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

#### ARTICLE XV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Sections 9601-9675, that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in total project costs and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests

until both parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the Project, or, if already in construction, whether to continue with work on the Project, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

#### ARTICLE XVI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Mayor of Marshall  
344 West Main Street  
P.O. Box 477  
Marshall, Minnesota 56258

If to the Government:

District Engineer  
St. Paul District, U.S. Army Corps of Engineers  
190 Fifth Street East  
St. Paul, Minnesota 55101-1638

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

#### ARTICLE XVII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XVIII - HISTORIC PRESERVATION

A. The costs of identification, survey and evaluation of historic properties attributable to flood control features shall be included in total project flood control costs and cost shared in accordance with the provisions of this Agreement.

B. The costs of identification, survey and evaluation of historic properties attributable to the recreation features shall be included in total project recreation costs and cost shared in accordance with the provisions of this agreement.

C. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project costs, up to the statutory limit of one percent of the total amount authorized to be appropriated for the Project.

D. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit

specified in paragraph C. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)).

1. Any costs of mitigation and data recovery, attributable to the flood control features, that exceed the one percent limit shall not be included in total project costs but shall be cost shared between the Non-Federal Sponsor and the Government consistent with the minimum non-Federal cost sharing requirements for the underlying flood control purposes, as follows: 25 percent borne by the Non-Federal Sponsor, and 75 percent borne by the Government.

2. Any costs of mitigation and data recovery, attributable to the recreation features, that exceed the one percent limit shall not be included in total project costs but shall be cost shared between the Non-Federal Sponsor and the Government consistent with the minimum non-federal cost sharing requirements for the underlying recreation purposes, as follows: 50 percent borne by the Non-Federal Sponsor, and 50 percent borne by the Government.

#### ARTICLE XIX - SECTION 902 PROJECT COST LIMITS

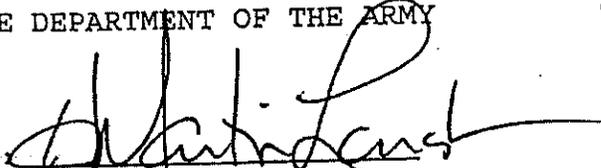
The Non-Federal Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes the maximum amount of total project costs for the Flood Control Project, Redwood River at Marshall, Minnesota. Notwithstanding any other provision of this Agreement, the Government shall not make a new Project financial obligation, make a Project expenditure, or afford credit toward total project costs for the value of any contribution provided by the Non-Federal Sponsor, if such obligation, expenditure, or credit would result in total project costs exceeding this maximum amount, unless otherwise authorized by law. On the effective date of this Agreement, this maximum amount is estimated to be \$11,231,000.00, as calculated in accordance with ER 1105-2-100 using October 1, 1987 price levels and allowances for projected future inflation. The Government shall adjust this maximum amount in accordance with Section 902.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

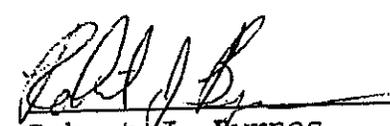
THE DEPARTMENT OF THE ARMY

THE CITY OF MARSHALL

BY:

  
H. Martin Lancaster  
Assistant Secretary of  
the Army (Civil Works)

BY:

  
Robert J. Byrnes  
Mayor of Marshall

DATE: 9 SEP 1996

DATE: August 5, 1996



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider the request that City of Marshall join and sign the purchase agreement regarding acquisition of Helena property on West Highway 19, Marshall, Minnesota
<b>Background Information:</b>	<p>HRA met on Tuesday, September 24, 2019 to consider entering into a purchase agreement for the purchase of Helena property located on West Highway 19, Marshall, Minnesota. A term of the purchase agreement requests that the City of Marshall join in the signature regarding acquisition of property. Specifically, City of Marshall acknowledges that the property is acquired “as is, where is with all faults” and further that the City will not proceed with any action compelling Helena to either raze or repair the Quonset building currently in disrepair.</p> <p>The acquisition of Helena property is an important piece in the acquisition of property so as to comply with aeronautical requirements for a Runway Protection Zone (RPZ) and it is recommended that the City consent and join in the signature required on the purchase agreement with Helena.</p>
<b>Fiscal Impact:</b>	Fiscal impact has previously been outlined with HRA.
<b>Alternative/ Variations:</b>	No alternative action recommended.
<b>Recommendations:</b>	That the City Council consider and approve joining in signature of purchase agreement to purchase Helena property located on west Highway 19.

## PURCHASE AGREEMENT

1. **PARTIES.** This purchase agreement (this "Agreement") is made on \_\_\_\_\_, 2019 (the "Effective Date"), by and between Helena Chemical Company, a Delaware corporation ("Seller") and The Housing and Redevelopment Authority in and for the City of Marshall, a Minnesota municipal corporation ("Buyer").

2. **OFFER/ACCEPTANCE.** Subject to the terms and conditions hereof, Seller hereby agrees to sell, convey and assign to Buyer, and Buyer hereby agrees to purchase and accept from Seller, the real property located at 1403 W. College Drive, Marshall, MN 56258 (the "Property"), legally described as:

Commencing at the Northwest corner of the Northwest Quarter (NW¼) of Section Eight (8), Township One Hundred Eleven (111) North, Range Forty-One (41) West, which is the point of beginning; thence easterly along the north line of said quarter section, on an assumed bearing of North 89°47' East, a distance of 482.8 feet; thence south at an angle of South 90°00' to a point on the Northwesterly right-of-way line of the Willmar-Sioux Falls Railroad; thence South 57°20' West along said right-of-way line to a point on the west section line of said Section 8; thence North 00°12' West along said section line 949.4 feet to the point of beginning, EXCEPTING THEREFROM THE FOLLOWING TRACTS:

1. The North 240 feet thereof, and
2. The South 180 feet of the North 430 feet of the West 290 feet thereof.

AND

Commencing at the Northwest corner of the Northwest Quarter (NW¼) of Section Eight (8), Township One Hundred Eleven (111) North, Range Forty-One (41) West; thence easterly along the north line of said quarter section, on an assumed bearing of North 89°47' East, a distance of 482.8 feet, which is the point of beginning; thence easterly along the same line, a distance of 310.0 feet; thence South 00°12' East, a distance of 445 feet to a point on the northwesterly right-of-way line of the Willmar-Sioux Falls Railroad; thence South 57°20' West along said right-of-way line to that point where a line, drawn at the above described point of beginning and at an angle of South 90°00' to the above described north section line; which has an assumed bearing of North 89°47' East, intersects said 57°20' angle line; thence North 90°00' to the point of beginning, EXCEPTING THEREFROM THE NORTH 200 FEET.

AND

together with all easement rights set forth in easement from the City of Marshall dated January 5, 1998, recorded January 14, 1998 in Book 279 of Deeds, Page 1, Document 115083.

Tax Parcel ID: 27-603019-0

3. **PRICE AND TERMS.** The total purchase price for the Property included in this sale is Three hundred fifty thousand and no/100 Dollars (\$350,000.00) (the "Purchase Price"), which Buyer shall pay as follows:

(a) Concurrently with the execution and delivery of this Agreement, an earnest money deposit of Five thousand and no/100 Dollars (\$5,000.00) by wire transfer of immediately available federal funds (the "Deposit"). The Deposit shall be applied toward the Purchase Price at Closing (defined herein).

(b) At Closing, Three hundred forty-five thousand and no/100 Dollars (\$345,000.00), plus any other amounts required hereunder shall be paid by Buyer at Closing, plus or minus any prorations set forth herein, by wire transfer of immediately available federal funds.

(c) In addition to the Purchase Price, at Closing Buyer shall reimburse Seller for twenty percent (20%) of Seller's actual, out-of-pocket costs incurred in connection with the Remediation (defined herein), to the extent such costs are approved by the Board (defined herein), but not reimbursed from the ACCRA (defined herein).

4. **CLOSING COSTS.** Seller shall pay the cost for preparation of the Deed (defined herein). Buyer shall pay all Closing costs, including all recording costs, transfer taxes, all costs associated with any title commitment and title insurance premium, and any expenses related to any financing. Buyer represents and warrants to Seller that Buyer has not incurred an obligation to any broker or agent in connection with the transaction contemplated hereby. Each party shall pay their own attorney's fees.
5. **DEED/CONVEYANCE OF TITLE.** Upon performance hereunder by Buyer, Seller shall execute and deliver to Buyer a Limited Warranty Deed (the "Deed") conveying title to the Property, subject only to the Permitted Exceptions (defined herein).
6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The real estate taxes due and payable in the year of Closing will be prorated as of the Closing Date (defined herein). Seller shall be responsible for payment of all such real estate taxes through and including the day prior to Closing Date. Buyer be responsible for payment of all such real estate taxes from and after the Closing Date. Such proration shall be based upon the previous year's taxes or assessment in the event that the current year's taxes or assessment are not available on the Closing Date.
7. **ENVIRONMENTAL REMEDIATION.** Seller has, or will promptly after the Effective Date, enter the Property into the Minnesota Department of Agriculture's ("MDA") Agricultural Voluntary Investigation and Cleanup program to remediate any fertilizer contamination on the Property (the "Remediation"). Seller agrees to undertake the Remediation and use commercially reasonable efforts to complete the same as soon as reasonably practicable, but in any event in accordance with MDA's requirements. Seller may be entitled to reimbursement for up to eighty percent (80%) of the reasonable and necessary costs incurred in connection with the Remediation, which reimbursement is determined and issued by the Agricultural Chemical Response Compensation Board (the "Board") from the Agricultural Chemical Response and Reimbursement Account (the "ACCRA").
8. **SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings, if any, are entirely within the boundary lines of the Property. Seller warrants that there is a right of access to the Property from the public right of way. Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made or will not be made prior to Closing. Except with respect to environmental matters, Seller has not received any notice of present violations of any restrictions relating to the use or improvement of the Property. Except with respect to the warranties set forth in the Deed and in this Section 8, Seller has not made any warranty or representation, express or implied, written or oral, concerning the Property, including without limitation any representations relating to hazardous materials. The foregoing warranties shall survive the delivery of the Deed for a period of six (6) months and shall thereafter expire. Any claims by Buyer with respect to such representations or warranties shall be commenced by written notice to Seller within said six (6) month period or shall be deemed waived by Buyer. Notwithstanding the foregoing, Buyer shall have no claim against Seller with respect to the representations and warranties set forth in this Section 8 if Buyer had actual knowledge that a representation or warranty was or may be untrue and inaccurate or incorrect as of the time of Closing and Buyer nevertheless chose to proceed with Closing hereunder.
9. **DISCLOSURE OF NOTICES.** Except with respect to environmental matters, Seller has not received any notice from any governmental authority as to violation of any law, ordinance or

regulation. If the Property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of such covenants.

10. **POSSESSION.** Seller shall deliver possession of the Property not later than Closing. All interest, fuel oil, liquid petroleum gas, and all charges for city water, city sewer, electricity and natural gas shall be prorated between Buyer and Seller as of the Closing Date.
11. **EXAMINATION OF TITLE.** Within five (5) days of the Effective Date, Seller shall order for prompt deliver to Buyer and Seller a commitment for an owner's policy of title insurance (the "**Title Commitment**"), issued by Title and Abstract Services (103 E. Main Street, Suite A, Marshall, MN 56258, Attn: Mark Ruud) ("**Title Agent**"), as agent for \_\_\_\_\_ Title Insurance Company ("**Title Company**") covering the Property and indicating the willingness of Title Company to issue to Buyer at Closing an owner's title policy of title insurance in the amount of the Purchase Price, with such Title Commitment setting forth the status of the title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters of record affecting the Property. The Title Commitment shall also include a copy of all recorded documents referred to in the Title Commitment as exceptions to title to the Property. Buyer shall have fifteen (15) business days after receipt of the Title Commitment to review the same and render any objections as to matters of title ("**Objections**") in writing to Seller. Any matters of title not timely objected to by Buyer shall be deemed waived and shall constitute additional permitted exceptions ("**Additional Permitted Exceptions**") hereunder.
12. **TITLE CORRECTIONS AND REMEDIES.** Seller shall have ninety (90) days from receipt of Buyer's written title Objections to have such Objections removed or satisfied. If Seller shall fail to have such Objections removed or satisfied within such time or during such time delivers a written notice to Buyer stating that such Objections shall not be cured, then Buyer may, at its sole election, within ten (10) business days of the first to occur of the expiration of said ninety (90) day period or the date of receipt of such notice from Seller, by written notice to Seller, either (a) terminate this Agreement without any liability on its part in which case the Deposit shall be refunded to Buyer and neither party shall have further rights or obligations hereunder or (b) proceed to Closing and take title to the Property subject to such Objections, in which case such non-cured Objections shall become Additional Permitted Exceptions hereunder. If no such notice from Buyer is timely received by Seller within such ten (10) business day period, Buyer shall be deemed to have elected to proceed to Closing under clause (b) of the immediately preceding sentence. Seller shall not be obligated to cure any title Objections or to expend any funds in connection therewith other than any voluntary mortgage liens of record created or assumed by Seller against the Property which must, at Seller's cost, be released at the Closing. Notwithstanding anything in this Agreement to the contrary, Buyer shall not object to, and agrees to acquire the Property subject to, the following initial permitted exceptions ("**Initial Permitted Exceptions**", with the Initial Permitted Exceptions and the Additional Permitted Exceptions sometimes herein collectively referred to as the "**Permitted Exceptions**"):
  - (i) Building and zoning laws, ordinances, state and federal regulations;
  - (ii) Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
  - (iii) Reservation of any mineral rights by the State of Minnesota; and
  - (iv) Utility, drainage and other easements affecting the Property.

13. **NOTICES.** All notices, demands, elections, requests, and other communications required or permitted herein (any of which is referred to in this paragraph as a "Notice") shall be in writing. Any Notice given by a party's attorney shall be deemed Notice given by such party. All such Notices (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the Notice is directed; (b) if sent by United States mail (prepaid certified or registered, return receipt requested, correctly addressed), three (3) business days after being so mailed; (c) if sent by electronic mail on (i) the business day sent so long as such electronic mail Notice is sent within business hours (i.e., 8:00 A.M. Central time – 5:00 P.M. Central time) on that business day (unless a different time period is provided herein) or (ii) the next business day if sent after business hours (i.e., 8:00 A.M. Central time – 5:00 P.M. Central time) on the business day sent or sent on a day other than a business day, and in either case upon confirmation of transmission generated by the sender's computer or acknowledgement of receipt by the party to whom such electronic mail Notice is sent; or (d) if sent by overnight courier, with request for next business day delivery, on the next business day after sending; addressed as follows (or to such other address as the parties may specify by fifteen (15) days' advance Notice given pursuant to this Section 13):

If to Seller: Helena Chemical Company  
225 Schilling Boulevard, Suite 300  
Collierville, Tennessee 38017  
Attention: Joan T. Murphy  
Phone No.: (901) 537-7216  
E-mail: MurphyJ@helenaagri.com

with a copy to: Fox Rothschild LLP  
222 South Ninth Street, Suite 2000  
Minneapolis, Minnesota 55402  
Attention: Matthew W. Lasley  
Phone No.: (612) 607-7473  
E-mail: mlasley@foxrothschild.com

If to Buyer: The Housing and Redevelopment Authority in and for the City of Marshall  
344 W. Main Street  
Marshall, Minnesota 56258  
Attention: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
E-mail: \_\_\_\_\_

With a copy to: Office of the City Attorney  
109 South Fourth Street  
Marshall, Minnesota 56258  
Attention: Dennis H. Simpson  
Phone No. (507) 537-1441  
E-mail: dsimpson@qdlawfirm.com

14. **CLOSING.** The closing or settlement of the transaction contemplated hereby ("Closing") shall occur on the tenth (10<sup>th</sup>) business day (the "Closing Date") after the date when Seller has received from MDA a "no further action" or similar letter indicating that Seller has completed the Remediation to MDA's satisfaction. Closing shall occur in escrow through Title Agent's office, it being agreed that neither party shall be obligated to be physically present at Closing.

15. **DEFAULT/REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within fifteen (15) days of the date of such notice, this Agreement will terminate, and upon such termination Seller will retain the Deposit as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Deposit will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement and fails to cure such default within fifteen (15) days of the date of written notice thereof from Buyer, Buyer may seek to recover from Seller damages for nonperformance or specific performance of this Agreement; provided, however, any action for specific performance must be commenced within forty-five (45) days after Buyer's written notice of Seller's default.
16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Buyer and Seller.
17. **COUNTERPARTS/FACSIMILE.** This Agreement may be executed in any number of separate counterparts which together shall be deemed an original document. Execution and delivery of this Agreement and any other agreements entered into in connection with the transaction set forth herein (the "**Collateral Agreements**") by delivery of a facsimile or portable document format ("**PDF**") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement and any of the Collateral Agreements by such party. Such facsimile and PDF copies shall constitute enforceable original documents.
18. **SEVERABILITY.** If any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement shall not be affected thereby.
19. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.
20. **ADDITIONAL TERMS.** This Agreement is subject to and contingent upon the approval for the purchase of the Property by the HRA for the City of Marshall, a Minnesota municipal corporation (the "**Approval**"), which Approval shall be obtained by Buyer within ninety (90) days of the Effective Date (the "**Approval Date**"). In the event Buyer has not obtained the Approval on or prior to the Approval Date, either Buyer or Seller may terminate this Agreement upon written notice to the other party, in which case the Deposit shall be refunded to Buyer and neither party shall have further rights or obligations hereunder.
21. **CONDITION OF PROPERTY.** SELLER AND BUYER AGREE THAT UPON CLOSING, THE PROPERTY SHALL BE SOLD AND THAT BUYER SHALL ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE "AS IS, WHERE IS, WITH ALL FAULTS", WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THE DEED AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 8 HEREOF, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF USES OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS-IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY.

**BUYER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.**

In addition, Buyer, on behalf of Buyer and the City of Marshall, Minnesota (the "City"), agrees that during the pendency of this Agreement, neither Buyer nor the City will institute any proceeding(s) or otherwise attempt to compel Seller to repair, restore or demolish any improvements located on the Property as of the Effective Date, regardless of the condition of any of such improvements.

The provisions of this Section 21 shall survive Closing and delivery of the Deed and shall not be merged therein.

**TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

[Signature pages follow.]

Seller agrees to sell the Property  
for the price and terms and  
conditions set forth above.

**HELENA CHEMICAL COMPANY**

By: \_\_\_\_\_  
David W. Hawkins  
Its: Vice-President, Chief Legal Officer

STATE OF TENNESSE            )  
  )ss  
COUNTY OF SHELBY         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by David W. Hawkins, the Vice-President, Chief Legal Officer of Helena Chemical Company, a Delaware  
corporation, as Seller.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Buyer agrees to purchase the Property for the price and terms and conditions set forth above.

**HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF MARSHALL**

By: \_\_\_\_\_  
Robert J. Byrnes  
Its: Chair

By: \_\_\_\_\_  
Sharon Hanson  
Its: Executive Director

STATE OF MINNESOTA        )  
  )ss  
COUNTY OF LYON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Robert J. Byrnes and Sharon Hanson, the Chair and Executive Director of the Housing and Redevelopment Authority in and for the City of Marshall, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

JOINDER BY CITY

The City of Marshall, a Minnesota municipal corporation, referred to in this Agreement as the "City," hereby joins in the foregoing Agreement solely for purposes of acknowledging and agreeing to the provisions of Section 21 thereof.

**IN WITNESS WHEREOF**, the undersigned has caused this Joinder to be executed as of the Effective Date.

City of Marshall, a Minnesota municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_, SECOND SERIES**

**RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE FOR PUBLIC PURPOSES BY THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF MARSHALL**

WHEREAS, the Housing and Redevelopment Authority in and for the City of Marshall (the "Authority") has been presented with a purchase agreement regarding the acquisition of real property located on West Highway 19 (Helena Chemical property); and

WHEREAS, the Authority believes the acquisition of the real property to be in the best interests of the City of Marshall; and

WHEREAS, the Authority is requesting that the City Council in and for the City of Marshall be a signatory to the purchase agreement in and for the acquisition of said real property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council in and for the City of Marshall as follows:

1. That the City Council in and for the City of Marshall does deem it appropriate that the above described premises be acquired by the Authority.
2. That the appropriate officials of the City officials are hereby authorized to sign any and all documents necessary to acquire said premises.

Passed and Adopted by the Council this 24<sup>th</sup> day of September, 2019.

CITY OF MARSHALL

---

By: Robert J. Byrnes  
Its: Mayor

ATTEST:

---

By: Kyle Box  
Its: City Clerk

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, August 27, 2019
<b>Category:</b>	INFORMATION ONLY
<b>Type:</b>	INFO
<b>Subject:</b>	North Star Brand Research and Strategy Presentation
<b>Background Information:</b>	<p>North Star, the City's hired branding firm, has completed the research collection and data review and will soon begin the next step in the process which is creation of the brand and development of action plan to implement the brand. A local committee will guide North Star and provide input.</p> <p>To gather research for the brand development, North Star conducted on and off-site one-on-one interviews with the community, toured the community, a competitive review, conducted surveys with community leaders and stakeholders and did a community-wide survey. The research data collected will support the brand that will eventually be developed.</p> <p>At this meeting, Ed Barlow, North Star Senior Vice President/Director of Strategic Planning will present the research data and early conceptions of brand development.</p>
<b>Fiscal Impact:</b>	NA
<b>Alternative/ Variations:</b>	NA
<b>Recommendations:</b>	NA



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Authorize the Commencing of Bid Letting for City Hall Renovation/Construction Project
<b>Background Information:</b>	City Council and staff have been in the planning and development stage for a renovated City Hall over the last year and a half with architect Engan and Associates. In order to be aligned with the capital improvement bond financing schedule, City staff are recommending that Council authorize the commencement of bid letting for this project. The proposed timeline will ensure that bonds are sold within the 2019 year, thereby facilitating the ability to secure favorable interest rates on the bond.
<b>Fiscal Impact:</b>	Estimated Construction Costs of \$6.1 million
<b>Alternative/ Variations:</b>	Not proceed with bid letting
<b>Recommendations:</b>	Adopt Resolution XXXXX Authorizing the Commencing of Bid Letting for City Hall/Renovation/Construction Project

**RESOLUTION NUMBER \_\_\_\_\_, SECOND SERIES  
RESOLUTION AUTHORIZING NOTICE TO BIDDERS FOR CITY OF MARSHALL CITY HALL  
RENOVATION/CONSRUCTION PROJECT**

**WHEREAS**, the City of Marshall has determined that the city’s Municipal Building located at 344 West Main Street, hereafter referred to as the “Project”, is in need of structural, mechanical, compliant handicap accessibility, security and enhanced public service building needs; and

**WHEREAS**, Engan and Associates, Inc., the Architect for the Project has submitted construction documents for the renovated Municipal Building; and

**WHEREAS**, the Mayor, City Attorney and staff have and will review the submissions and determine them proper in all respects; and

**BE IT RESOLVED**, the City Clerk is hereby authorized and directed by the Mayor and Council to authorize the commencement of the bidding process for the work referred to in this Resolution; and

**BE IT FURTHER RESOLVED**, that sealed bids shall be submitted to the City Clerk By 2:00 p.m., on Thursday, October 31, 2019, at which time the bids will be opened and publicly read.

**BE IT FURTHER RESOLVED**, the city is encouraging local contractors to bid on the project.

**BE IT FURTHER RESOLVED**, that the city of Marshall at the November 12, 2019 City Council meeting, reserves the right to reject any and all bids and to waive irregularities and informalities therein and further reserves the right to award the contract to the best interests of the City of Marshall.

Passed by the Common Council of the City of Marshall, Minnesota this 24<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



Additional cost to consider:

#### IV. FURNITURE AND EQUIPMENT

Construction Cost	\$ 180,000.00
Non-Construction Costs	\$ 18,000.00
Contingency	\$ 27,000.00
<b>Subtotal</b>	<b>\$ 225,000.00</b>

#### V. RELOCATION - N/A (TO BE ESTABLISHED BY OWNER)

Construction Cost	\$ 0.00
Non-Construction Costs	\$ 0.00
Contingency	\$ 0.00
<b>Subtotal</b>	<b>\$ 0.00</b>

**TOTAL** **\$ 6,364,650.00**

C. This estimate of probable construction cost does include:

1. Architectural and engineering costs
2. 15% Contingency

D. Specific construction items:

1. We reserve the right to revise this cost estimate when construction documents are complete
2. Non-construction includes architectural and engineering fees, reimbursable expenses, soil boring, surveys, and construction testing
3. For dust collection and make up air at maintenance assume and additional \$108,000.00

#### IN CLOSING

For any questions regarding this Project Cost Summary for Marshall Municipal Building, please contact Barbara Midgarden Marks at 320.214.8729x208 or by email at [barbara.marks@engan.com](mailto:barbara.marks@engan.com) . Thank you for your time and attention to this proposal, we look forward to working with you to achieve a successful outcome for your project.







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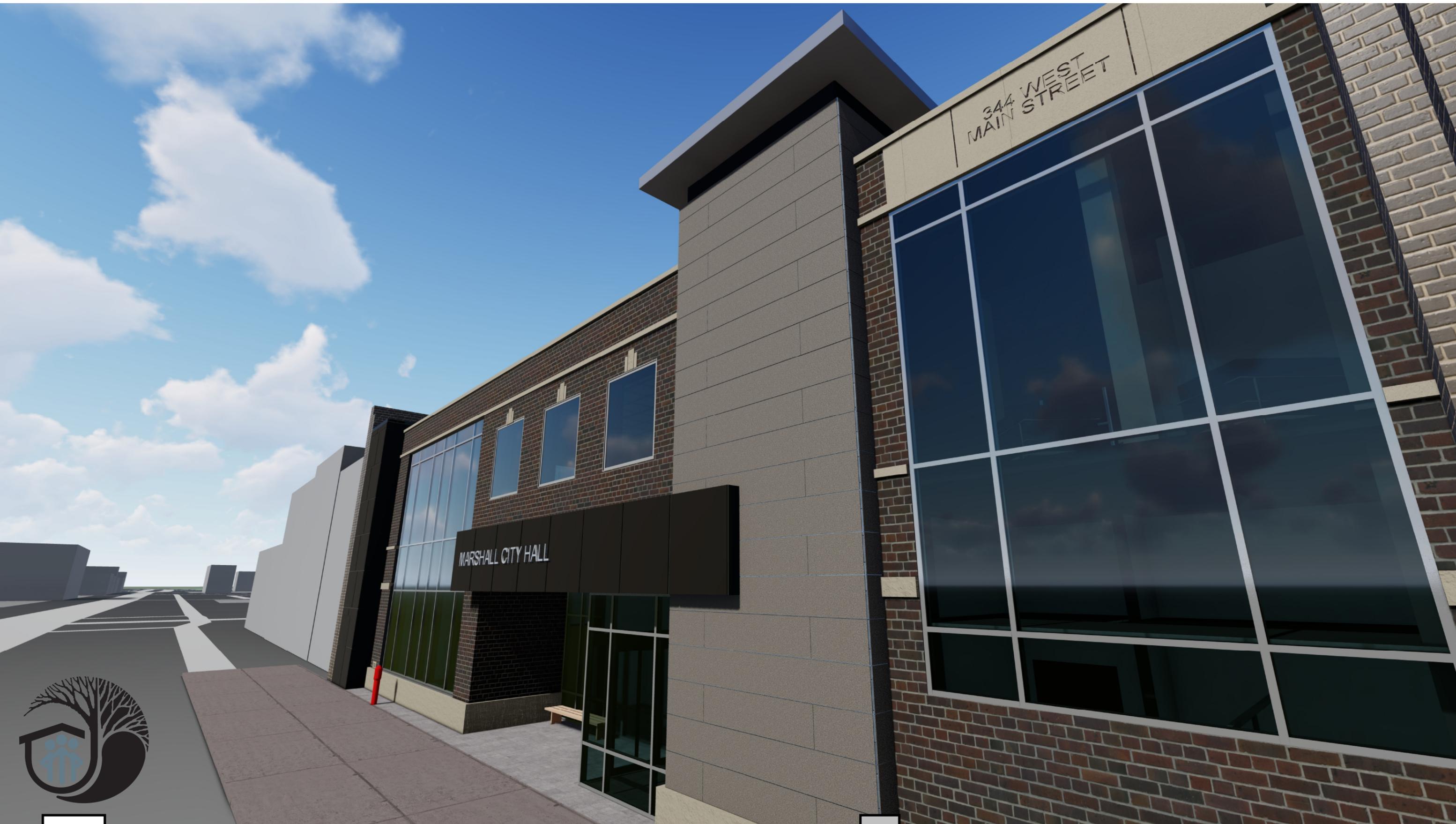
MARSHALL CITY HALL





Item 28.

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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Municipal Building Renovation Project – Authorize Call for Bids for Removal of Hazardous Materials from the Municipal Building (City Hall).
<b>Background Information:</b>	This portion of the project includes provision of all labor, materials, and equipment necessary for the proper removal and disposal of all hazardous building materials from the Municipal Building (City Hall) as indicated in the “Asbestos Inspection Report & Summary” dated February 2014.
<b>Fiscal Impact:</b>	None at this time.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	That Council authorize call for bids for Removal of Hazardous Materials from the Municipal Building (City Hall).

## Asbestos Inspection Report & Summary

Marshall City Hall  
344 West Main Street  
Marshall, MN

February 2014

Prepared by

MAAC, Inc.  
PO Box 411  
Montevideo, MN 56265

March 10, 2014

City of Marshall  
344 West Main Street  
Marshall, MN 56258

received  
03-14-2014

RE: Building Inspection Report and Summary - City Hall

#### SUMMARY

On February 20, 2014, a building inspection was performed at the City Hall in Marshall, MN to locate and identifying any asbestos-containing materials. An initial sampling (not a full inspection) done in May of 2012 identified some asbestos-containing material which had not been quantified until the time of this inspection. The following is a list of those materials found to contain asbestos; samples tested in 2012 were identified as C-1 through C-8 and samples tested in 2013 are identified as M-1 through M-45:

C-4

Description: tank insulation mud  
Location: heat supply tank - basement maintenance room  
Friable/Non-friable: friable  
Quantity: 12 square feet

C-5 through C-6

Description: pipe insulation on elbows  
Location: basement maintenance room  
Friable/Non-friable: friable  
Quantity: approximately 240 elbows

C-7

Description: pipe insulation on elbows  
Location: south tunnel  
Friable/Non-friable: friable  
Quantity: 22 elbows

C-8

Description: pipe insulation  
Location: south tunnel  
Friable/Non-friable: friable  
Quantity: 30 lineal feet

## M-1

Description: brown floor tile and black mastic

Location: basement - under stairway

Friable/Non-friable: non-friable

Quantity: 480 square feet

## M-2

Description: brown floor tile and black mastic

Location: NW storage area in basement

Friable/Non-friable: non-friable

Quantity: 360 square feet

## M-3

Description: carpet mastic

Location: NW computer room in basement

Friable/Non-friable: non-friable

Quantity: 278 square feet

## M-5

Description: carpet mastic

Location: basement - hallway, central storage area, break room, conference room

Friable/Non-friable: non-friable

Quantity: 2,816 square feet

## M-7 through M-8

Description: pipe insulation on elbows

Location: north tunnel

Friable/Non-friable: friable

Quantity: 40 elbows

## M-9

Description: pipe insulation

Location: north tunnel

Friable/Non-friable: friable

Quantity: 160 lineal feet

## M-12

Description: pipe insulation on elbows

Location: basement - NW storage area

Friable/Non-friable: friable

Quantity: 20 elbows

## M-16

Description: pipe insulation  
Location: east wall of mechanical room  
Friable/Non-friable: friable  
Quantity: approximately 200 lineal feet

## M-17

Description: pipe insulation  
Location: basement - under stairway and in custodial room  
Friable/Non-friable: friable  
Quantity: 196 lineal feet

## M-18

Description: black floor tile and beige mastic  
Location: east stairway on both floors of building  
Friable/Non-friable: non-friable  
Quantity: 80 square feet

## M-22 through M-23

Description: pipe insulation on elbows  
Location: main level of shop  
Friable/Non-friable: friable  
Quantity: 95 elbows

## M-28

Description: tan floor tile and black mastic  
Location: north offices on main level  
Friable/Non-friable: non-friable  
Quantity: 200 square feet

## M-33

Description: tan insulation under grey plaster  
Location: fan room on second floor  
Friable/Non-friable: friable  
Quantity: 240 square feet

## M-35

Description: grey floor tile and black mastic under carpet  
Location: education room on second floor  
Friable/Non-friable: non-friable  
Quantity: 340 square feet

## M-38

Description: black mastic under carpet  
Location: NW storage room in basement  
Friable/Non-friable: non-friable  
Quantity: 340 square feet

## M-39

Description: black speckled floor tile with mastic  
Location: main level hallway  
Friable/Non-friable: non-friable  
Quantity: 275 square feet

## M-40 through M-41

Description: brown/white floor tile and black mastic  
Location: second floor  
Friable/Non-friable: non-friable  
Quantity: 4, 160 square feet

## M-44

Description: black mastic under carpet  
Location: north offices on main level  
Friable/Non-friable: non-friable  
Quantity: 900 square feet

## M-45

Description: black mastic under carpet  
Location: under carpet on second floor  
Friable/Non-friable: non-friable  
Quantity: 4,206 square feet

## Note:

1. Any fire doors should be assumed to contain asbestos.
2. No access was given to the electrical room on the main level near the back door.
3. No vibration dampers were sampled as they were in use at the time of inspection.
4. There may be asbestos-containing pipe and/or elbow insulation within walls, above ceilings, or under floors which could not be accessed at the time of inspection.

Should this building be remodeled or demolished, additional asbestos-containing material could be encountered in areas which were impossible to access during this inspection.

The Quantem Laboratory reports are attached for your review. Please contact me or Dennis Larson at 320-226-3245 with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Dale Larson". The signature is written in black ink and is positioned above the printed name.

Dale Larson  
MN Asbestos Inspector



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 207986

Account Number: B050

Date Received: 05/18/2012

Received By: Joanna Mueller

Date Analyzed: 05/21/2012

Analyzed By: Stacey Holder

Methodology: EPA/600/R-93/116

Client: MAAC, Inc.

P.O. Box 411

Montevideo, MN 56265

Project: Marshall Municipal Building

Project Location: 344 W. Main Marshall, MN.

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	C-1	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 5 Glass Fiber 45	Binder
002	C-2	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 5 Glass Fiber 45	Binder
003	C-3	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 4 Glass Fiber 45	Binder
004	C-4	Homogeneous	White Insulation	Asbestos Present Amosite 30	Glass Fiber 40	CaCO3
005	C-5	Homogeneous	White Insulation	Asbestos Present Chrysotile 5 Amosite 30	Glass Fiber 25	Binder
006	C-6	Homogeneous	White Insulation	Asbestos Present Chrysotile 4 Amosite 30	Glass Fiber 25	Binder
007	C-7	Homogeneous	White Insulation	Asbestos Present Chrysotile 3 Amosite 30	Glass Fiber 30	Binder

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited TEM and PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any other agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

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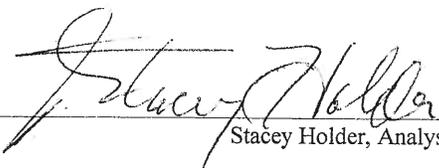


2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 207986	Client: MAAC, Inc.
Account Number: B050	P.O. Box 411
Date Received: 05/18/2012	Montevideo, MN 56265
Received By: Joanna Mueller	
Date Analyzed: 05/21/2012	Project: Marshall Municipal Building
Analyzed By: Stacey Holder	Project Location: 344 W. Main Marshall, MN.
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
008	C-8	Homogeneous	White Insulation	Asbestos Present Chrysotile 3 Amosite 35	Glass Fiber 25	Binder

  
 Stacey Holder, Analyst

5/21/2012  
 Date of Report

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# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058



www.QuanTEM.com

## LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

Company: <b>M.A.A.C. Inc.</b> Contact: <b>Dennis Larson</b> Account #: <b>B050</b>		Project Name: <b>Marshall Municipal Building</b> Project Location: <b>344 W. Main Marshall, MN.</b> Project ID: _____	
Contact Information Name: <b>Jerome H. Meidl</b> Date: <b>5-17-12</b>		Project Information Report Results ( <input checked="" type="checkbox"/> one box ) <input checked="" type="checkbox"/> QuanTEM Website <input type="checkbox"/> Other _____	
Relinquished By: <b>Jerome H. Meidl</b> Date & Time: <b>5-17-12</b>		Received By: <b>[Signature]</b> Date & Time: <b>5/18/12 9:20</b>	

### REQUESTED SERVICES (Please the Appropriate Boxes)

PLM	PLM	PLM	TEM		TEM	TURNAROUND TIME
			Air-AHERA	Air-NIOSH 7402		
<input checked="" type="checkbox"/> Bulk Analysis (EPA 600/R-93/116)	<input type="checkbox"/> Vermiculite Attic Insulation (EPA 600/R-04/004)	<input type="checkbox"/> Air-AHERA	<input type="checkbox"/> Air-NIOSH 7402	<input type="checkbox"/> Bulk-Presence / Absence EPA600/R-93/116	<input type="checkbox"/> Rush	
<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Other	<input type="checkbox"/> Air-ISO 10312	<input type="checkbox"/> Drinking Water- EPA 100.2	<input type="checkbox"/> Bulk-Quantitative (weight%)- Chatfield	<input type="checkbox"/> Same Day	
<input type="checkbox"/> 1000 Point Count	<input type="checkbox"/> PCM	<input type="checkbox"/> Waste Water- EPA 600/4-83-043		<input type="checkbox"/> Dust-Presence / Absence	<input checked="" type="checkbox"/> 24 - Hour	
<input type="checkbox"/> Gravimetric Preparation	<input type="checkbox"/> NIOSH 7400			<input type="checkbox"/> Dust-Quantitative (fibers/sq.cm)- ASTM D5755	<input type="checkbox"/> 3 - Day	
<input type="checkbox"/> Particle ID				<input type="checkbox"/> Other	<input type="checkbox"/> 5 - Day	

No.	Sample ID (10 Characters Max)	To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
1	C-1	<input type="checkbox"/>		Ceiling Tile		Bsmt Below Stairwell
2	C-2	<input type="checkbox"/>				2nd Fl. near Elev.
3	C-3	<input type="checkbox"/>				2nd FL. near Elev
4	C-4	<input type="checkbox"/>		Tank insulation mud		Bsmt Maint, Rm. Heat Supply Tank
5	C-5	<input type="checkbox"/>		Pipe elbow material		" " N wall
6	C-6	<input type="checkbox"/>		Pipe elbow material		11 E upper area
7	C-7	<input type="checkbox"/>		Pipe elbow material		West Tunnel
8	C-8	<input type="checkbox"/>		Pipe insulation		West Tunnel
9		<input type="checkbox"/>				
10		<input type="checkbox"/>				

Certificate No: 5LM11301119SR

Expiration Date: November 30, 2012

*This is to certify that*  
**Jerome Meidl**  
*has attended and successfully completed an*  
**ASBESTOS SUPERVISOR**  
**REFRESHER TRAINING COURSE**

*permitted by*  
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722  
*and meets the requirements of*  
Section 206 of Title II of the Toxic Substances Control Act (TSCA)  
*conducted by*

**Lake States Environmental, Ltd.**  
*in*  
**White Bear Lake, MN on November 30, 2011**  
**Examination Date: November 30, 2011**

Lake States Environmental, Ltd  
P. O. Box 645, Rice Lake, WI 54868  
(800) 254-9811



ASBESTOS  
SITE

Certified by: SUPERVISOR

State of Minnesota  
Department of Health

Expires: 11/30/2012

Jerome H Meidl

71831 County Rd 21  
Fairfax, MN 55332

*Jerome H Meidl*  
Training Instructor



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

### Polarized Light Microscopy Asbestos Analysis Report

QuanTEM Lab No. 232339

Account Number: B050

Date Received: 02/25/2014

Received By: Joanna Mueller

Date Analyzed: 02/26/2014

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: MAAC, Inc.

P.O. Box 411

Montevideo, MN 56265

Project: Marshall City Hall

Project Location: Marshall, MN

Project Number: N/A

QuanTEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	M-1	Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
001a		Layered	Brown Floor Tile	Asbestos Present Chrysotile 8	NA	Vinyl CaCO3
001b		Layered	Black Mastic	Asbestos Present Chrysotile 7	NA	Tar
002	M-2	Layered	Brown Floor Tile	Asbestos Present Chrysotile 4	NA	Vinyl CaCO3
002a		Layered	Black Mastic	Asbestos Present Chrysotile 6	NA	Tar
003	M-3	Homogeneous	Black Mastic	Asbestos Present Chrysotile 4	NA	Tar
004	M-4	Homogeneous	White Ceiling Tile	Asbestos Not Present	Glass Fiber 90	Paint

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 232339

Account Number: B050

Date Received: 02/25/2014

Received By: Joanna Mueller

Date Analyzed: 02/26/2014

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: MAAC, Inc.

P.O. Box 411

Montevideo, MN 56265

Project: Marshall City Hall

Project Location: Marshall, MN

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
005	M-5	Composite	Yellow/Black Mastic	Asbestos Present Chrysotile 7	NA	Tar Glue
006	M-6	Homogeneous	Gray Cement	Asbestos Not Present	NA	Quartz Sand
007	M-7	Homogeneous	Light Gray Insulation	Asbestos Present Chrysotile 10 Amosite 15	Glass Fiber 40	Binder
008	M-8	Homogeneous	White Insulation	Asbestos Present Chrysotile 10 Amosite 20	NA	CaCO3
009	M-9	Layered	Gray Insulation	Asbestos Not Present	Cellulose 90	Paint
009a		Layered	White Insulation	Asbestos Present Chrysotile 15 Amosite 8	NA	CaCO3

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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 232339

Account Number: B050

Date Received: 02/25/2014

Received By: Joanna Mueller

Date Analyzed: 02/26/2014

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: MAAC, Inc.

P.O. Box 411

Montevideo, MN 56265

Project: Marshall City Hall

Project Location: Marshall, MN

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
010	M-10	Homogeneous	White Plaster	Asbestos Not Present	NA	Quartz Sand Paint
011	M-11	Layered	Tan Pipe Wrap	Asbestos Not Present	Cellulose 100	
011a		Layered	Black Pipe Mastic	Asbestos Not Present	Glass Fiber 5	Tar
011b		Layered	Yellow Insulation	Asbestos Not Present	Glass Fiber 98	
012	M-12	Layered	Tan Insulation	Asbestos Present Chrysotile 10	Glass Fiber 40	CaCO3
012a		Layered	White Insulation	Asbestos Present Chrysotile 5 Amosite 25	NA	CaCO3
013	M-13	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 30 Glass Fiber 30	Perlite Paint

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### Polarized Light Microscopy Asbestos Analysis Report

QuantEM Lab No. 232339	Client: MAAC, Inc.
Account Number: B050	P.O. Box 411
	Montevideo, MN 56265
Date Received: 02/25/2014	
Received By: Joanna Mueller	
Date Analyzed: 02/26/2014	Project: Marshall City Hall
Analyzed By: Sandy Baker	Project Location: Marshall, MN
Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
014	M-14	Homogeneous	White Concrete	Asbestos Not Present	NA	Sand Gravel Paint
015	M-15	Homogeneous	Black Insulation	Asbestos Not Present	NA	Foam
016	M-16	Layered	Gray Pipe Wrap	Asbestos Not Present	Cellulose 90	Paint
016a		Layered	White Insulation	Asbestos Present Chrysotile 4 Amosite 20	NA	CaCO3
017	M-17	Layered	White Pipe Wrap	Asbestos Not Present	Cellulose 90	Paint
017a		Layered	Gray Insulation	Asbestos Present Chrysotile 5 Amosite 20	NA	CaCO3

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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 232339	Client: MAAC, Inc.
Account Number: B050	P.O. Box 411
	Montevideo, MN 56265
Date Received: 02/25/2014	
Received By: Joanna Mueller	
Date Analyzed: 02/26/2014	Project: Marshall City Hall
Analyzed By: Sandy Baker	Project Location: Marshall, MN
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
018	M-18	Layered	Black Flooring	Asbestos Present Chrysotile 8	NA	Rubber
018a		Layered	Beige Mastic	Asbestos Present Chrysotile 2	NA	Glue
019	M-19	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Paint
019a		Layered	White Joint Compound	Asbestos Not Present	Cellulose 80	CaCO3
019b		Layered	White Sheetrock	Asbestos Not Present	Cellulose 30	Gypsum
020	M-20	Homogeneous	White Plaster	Asbestos Not Present	Glass Fiber 90	Paint
021	M-21	Homogeneous	White Plaster	Asbestos Not Present	Cellulose 3	Quartz Sand Paint

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	Montevideo, MN 56265
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Received By: Joanna Mueller	
Date Analyzed: 02/26/2014	Project: Marshall City Hall
Analyzed By: Sandy Baker	Project Location: Marshall, MN
Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
022	M-22	Layered	White Pipe Wrap	Asbestos Not Present	Cellulose 90	Paint
022a		Layered	Tan Insulation	Asbestos Present Chrysotile 10 Amosite 6	Glass Fiber 50	CaCO3
023	M-23	Layered	White Pipe Wrap	Asbestos Not Present	Cellulose 90	Paint
023a		Layered	Tan Insulation	Asbestos Present Chrysotile 6 Amosite 8	Glass Fiber 40	CaCO3
024	M-24	Layered	Gray Caulk	Asbestos Not Present	NA	Silicone Paint
024a		Layered	Tan Plaster	Asbestos Not Present	NA	Quartz Sand
025	M-25	Homogeneous	White Caulk	Asbestos Not Present	NA	Silicone Paint

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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 232339

Account Number: B050

Date Received: 02/25/2014

Received By: Joanna Mueller

Date Analyzed: 02/26/2014

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: MAAC, Inc.

P.O. Box 411

Montevideo, MN 56265

Project: Marshall City Hall

Project Location: Marshall, MN

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
026	M-26	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 5 Glass Fiber 85	Paint
027	M-27	Layered	Tan Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
027a		Layered	Black Mastic	Asbestos Not Present	NA	Tar
027b		Layered	Gray Leveling Compound	Asbestos Not Present	Cellulose 5	CaCO3
028	M-28	Layered	Gray/Tan Floor Tile	Asbestos Present Chrysotile 8	NA	Vinyl CaCO3
028a		Layered	Black Mastic	Asbestos Present Chrysotile 8	NA	Tar
029	M-29	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 4 Glass Fiber 85	Paint

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### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 232339

Account Number: B050

Date Received: 02/25/2014

Received By: Joanna Mueller

Date Analyzed: 02/26/2014

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: MAAC, Inc.

P.O. Box 411

Montevideo, MN 56265

Project: Marshall City Hall

Project Location: Marshall, MN

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
030	M-30	Homogeneous	Gray Mud	Asbestos Not Present	Glass Fiber 5	Quartz CaCO3
031	M-31	Layered	White Skim Coat	Asbestos Not Present	NA	CaCO3 Paint
031a		Layered	Tan Skim Coat	Asbestos Not Present	NA	CaCO3
031b		Layered	Gray Plaster	Asbestos Not Present	NA	Quartz Sand
032	M-32	Layered	White Pipe Insulation	Asbestos Not Present	Cellulose 95	
032a		Layered	Gray Pipe Insulation	Asbestos Not Present	Glass Fiber 45	CaCO3
033	M-33	Layered	Gray Plaster	Asbestos Present Chrysotile <1	NA	Quartz Sand

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2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 232339

Account Number: B050

Date Received: 02/25/2014

Received By: Joanna Mueller

Date Analyzed: 02/26/2014

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: MAAC, Inc.

P.O. Box 411

Montevideo, MN 56265

Project: Marshall City Hall

Project Location: Marshall, MN

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
033a		Layered	Tan Insulation	Asbestos Present Chrysotile 7	Glass Fiber 55	CaCO3
034	M-34	Homogeneous	White Insulation	Asbestos Not Present	Cellulose <1 Glass Fiber 95	CaCO3
035	M-35	Layered	Tan Floor Tile	Asbestos Present Chrysotile 8	NA	Vinyl CaCO3
035a		Layered	Black Mastic	Asbestos Present Chrysotile 6	NA	Tar
035b		Layered	Gray Leveling Compound	Asbestos Not Present	Cellulose 5	CaCO3
036	M-36	Homogeneous	White Ceiling Tile	Asbestos Not Present	Glass Fiber 90	Paint
037	M-37	Homogeneous	White Insulation	Asbestos Not Present	Glass Fiber 95	CaCO3

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analyses performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

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2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 232339

Account Number: B050

Date Received: 02/25/2014

Received By: Joanna Mueller

Date Analyzed: 02/26/2014

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: MAAC, Inc.

P.O. Box 411

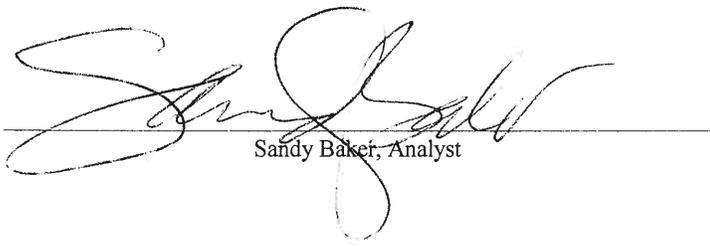
Montevideo, MN 56265

Project: Marshall City Hall

Project Location: Marshall, MN

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
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Sandy Baker, Analyst

2/26/2014  
Date of Report

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

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**Polarized Light Microscopy Asbestos Analysis Report**

QuanTEM Lab No. 232660	Client: MAAC, Inc.
Account Number: B050	P.O. Box 411
	Montevideo, MN 56265
Date Received: 03/06/2014	
Received By: Joanna Mueller	
Date Analyzed: 03/06/2014	Project: City Hall
Analyzed By: Sandy Baker	Project Location: Marshall, MN
Methodology: EPA/600/R-93/116	Project Number: N/A

QuanTEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	M-38	Homogeneous	Black Mastic	Asbestos Present Chrysotile 10	NA	Tar
002	M-39	Layered	Gray Floor Tile	Asbestos Present Chrysotile 10	NA	Vinyl CaCO3
002a		Layered	Black Mastic	Asbestos Present Chrysotile 10	NA	Tar
003	M-40	Homogeneous	Black Mastic	Asbestos Present Chrysotile 10	NA	Tar
004	M-41	Layered	Tan Floor Tile	Asbestos Present Chrysotile 12	NA	Vinyl CaCO3
004a		Layered	Black Mastic	Asbestos Present Chrysotile 10	NA	Tar
005	M-42	Layered	Yellow Mastic	Asbestos Not Present	NA	Glue

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

QuanTEM is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

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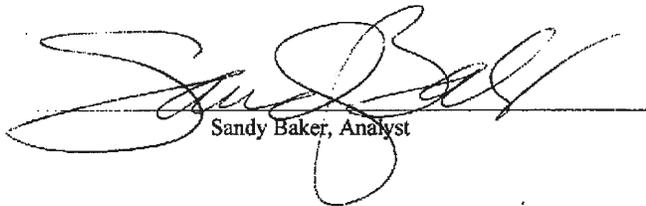


2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

**Polarized Light Microscopy Asbestos Analysis Report**

QuantEM Lab No. 232660	Client: MAAC, Inc.
Account Number: B050	P.O. Box 411
	Montevideo, MN 56265
Date Received: 03/06/2014	
Received By: Joanna Mueller	
Date Analyzed: 03/06/2014	Project: City Hall
Analyzed By: Sandy Baker	Project Location: Marshall, MN
Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
005a		Layered	White Leveling Compound	Asbestos Not Present	NA	CaCO3
006	M-43	Homogeneous	Gray Plaster	Asbestos Not Present	NA	Quartz Sand
007	M-44	Homogeneous	Black Mastic	Asbestos Present Chrysotile 10	NA	Tar
008	M-45	Homogeneous	Black Mastic	Asbestos Present Chrysotile 10	NA	Tar

  
Sandy Baker, Analyst

3/6/2014  
Date of Report

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

QuantEM is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.

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# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

Contact Information		Project Information	
Company: MAAC Inc	Phone: (320) 269-5315	Project Name: Marshall City Hall	
Contact: Dennis Larson	Cell Phone: (320) 226-3245	Project Location: Marshall, MN	
Account #: B050	E-mail: maacinc@info-link.net	Project ID:	
SAMPLED BY: Dale Larson	Date: 2/20/2014	P.O. Number:	

For Lab Use Only	Lab No. 232339
Report Results ( <input checked="" type="checkbox"/> one box )	<input checked="" type="checkbox"/> Quantem Website <input type="checkbox"/> Other

RELINQUISHED BY	DATE & TIME	VIA	RECEIVED BY	DATE & TIME
			<i>[Signature]</i>	2/25/14 10:30

**REQUESTED SERVICES (Please  the Appropriate Boxes)**

PLM	PLM	TEM	TEM	TURNAROUND TIME
<input checked="" type="checkbox"/> Bulk Analysis (EPA 600/R-93/116)	<input type="checkbox"/> Vermiculite Attic Insulation (EPA 600/R-04/004)	<input type="checkbox"/> Air- AHERA	<input type="checkbox"/> Bulk- Presence / Absence EPA600/R-93/116	<input type="checkbox"/> Rush
<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Other	<input type="checkbox"/> Air- NIOSH 7402	<input type="checkbox"/> Bulk- Quantitative [weight%]- Chatfield	<input type="checkbox"/> Same Day
<input type="checkbox"/> 1000 Point Count		<input type="checkbox"/> Air- ISO 10312	<input type="checkbox"/> Dust- Presence / Absence	<input checked="" type="checkbox"/> 24 - Hour
<input type="checkbox"/> Gravimetric Preparation	PCM	<input type="checkbox"/> Drinking Water- EPA 100.2	<input type="checkbox"/> Dust- Quantitative [fibers/sq.cm]- ASTM D5755	<input type="checkbox"/> 3 - Day
<input type="checkbox"/> Particle ID	NIOSH 7400	<input type="checkbox"/> Waste Water- EPA 600/4-83-043	<input type="checkbox"/> Other	<input type="checkbox"/> 5 - Day

No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
1	M-1	<input checked="" type="checkbox"/>	brown/black	9"x9" floor tile and mastic		basement, under stairway
2	M-2	<input checked="" type="checkbox"/>	brown/black	9"x9" floor tile and mastic		NW storage area - basement
3	M-3	<input checked="" type="checkbox"/>	grey/black	carpet mastic		NW computer room - basement
4	M-4	<input checked="" type="checkbox"/>	grey	12"x12" ceiling tile		NW computer room - basement
5	M-5	<input checked="" type="checkbox"/>	yellow/black	carpet mastic		hallway & storage - basement
6	M-6	<input checked="" type="checkbox"/>	gray	troweled-on cement material		NW storage - basement
7	M-7	<input checked="" type="checkbox"/>	white	hard elbow		North tunnel
8	M-8	<input checked="" type="checkbox"/>	white	hard elbow		North tunnel
9	M-9	<input checked="" type="checkbox"/>	white	thermal system insulation		North tunnel
10	M-10	<input checked="" type="checkbox"/>	white	plaster on drop ceiling		custodial bath - basement

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**ASBESTOS CHAIN OF CUSTODY**

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
(800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only

Lab No. 232339

Accept  Reject

**Project Information**

Company: **MAAC Inc**

Project Name: **Marshall City Hall**

Project Location: **Marshall, MN**

No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
11	M-11	<input checked="" type="checkbox"/>	silver/black	fiberglass wrap & adhesive		North tunnel - basement
12	M-12	<input checked="" type="checkbox"/>	grey	hard elbow		NW storage - basement
13	M-13	<input checked="" type="checkbox"/>	white	drop ceiling tile		custodial storage - basement
14	M-14	<input checked="" type="checkbox"/>	white	concrete ceiling/poured		East storage - basement
15	M-15	<input checked="" type="checkbox"/>	black	thermal system insulation		mechanical - south side
16	M-16	<input checked="" type="checkbox"/>	white	thermal system insulation		mechanical - east wall
17	M-17	<input checked="" type="checkbox"/>	grey	thermal system insulation		under stairway - basement
18	M-18	<input checked="" type="checkbox"/>	black	9"x9" tile and mastic		east stairway - both floors
19	M-19	<input checked="" type="checkbox"/>	white	sheetrock mud		divider wall/basement/conference/cafe/teraria
20	M-20	<input checked="" type="checkbox"/>	white	12" x 12" ceiling		all basement ceilings
21	M-21	<input checked="" type="checkbox"/>	white	plaster ceiling		men's bathroom - basement
22	M-22	<input checked="" type="checkbox"/>	lt brown	hard elbows		shop - main level
23	M-23	<input checked="" type="checkbox"/>	lt brown	hard elbows		shop - main level
24	M-24	<input checked="" type="checkbox"/>	grey	exterior caulk		near shop door
25	M-25	<input checked="" type="checkbox"/>	white/grey	interior caulk		near shop door
26	M-26	<input checked="" type="checkbox"/>	white	2' x 2' ceiling tile		main level offices
27	M-27	<input checked="" type="checkbox"/>	tan/black	12"x12" floor tile and mastic		main level - carpet over tile
28	M-28	<input checked="" type="checkbox"/>	tan/black	9"x9" floor tile and mastic		main level - north office
29	M-29	<input checked="" type="checkbox"/>	tan	12"x12" ceiling tile		main level - all but south side
30	M-30	<input checked="" type="checkbox"/>	grey	clay tile joint mud		main level - above interior walls

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**ASBESTOS CHAIN OF CUSTODY**

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
(800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only
Lab No. <u>232339</u>
Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/>

**Project Information**

Company: MAAC Inc

Project Name: Marshall City Hall

Project Location: Marshall, MN

No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
31	M-31	<input checked="" type="checkbox"/>	white	plaster joints		main level - interior walls
32	M-32	<input checked="" type="checkbox"/>	grey	hard elbows		fan room - second floor
33	M-33	<input checked="" type="checkbox"/>	grey	ceiling plaster		second floor
34	M-34	<input checked="" type="checkbox"/>	white	spray applied over plaster		second floor lobby
35	M-35	<input checked="" type="checkbox"/>	grey/black	9"x9" floor tile and mastic		entire second floor, some covered with carpet
36	M-36	<input checked="" type="checkbox"/>	white	12"x12" ceiling tile in grid		second floor - all but lobby
37	M-37	<input checked="" type="checkbox"/>	white	spray applied over plaster		second floor lobby
38		<input type="checkbox"/>				
39		<input type="checkbox"/>				
40		<input type="checkbox"/>				
41		<input type="checkbox"/>				
42		<input type="checkbox"/>				
43		<input type="checkbox"/>				
44		<input type="checkbox"/>				
45		<input type="checkbox"/>				
46		<input type="checkbox"/>				
47		<input type="checkbox"/>				
48		<input type="checkbox"/>				
49		<input type="checkbox"/>				
50		<input type="checkbox"/>				

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www.quantem.com

**ASBESTOS CHAIN OF CUSTODY**

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

Company: <b>MAAC INC</b>		Phone: <b>(320) 269-5315</b>	Project Name: <b>City Hall</b>
Contact: <b>DENNIS LARSON</b>		Cell Phone: <b>(320) 226-3245</b>	Project Location: <b>Marshall, MN</b>
Account #: <b>B050</b>		E-mail: <b>maacinc@info-link.net</b>	Project ID:
Name: <b>Dale Larson</b>		Date: <b>3/4/14</b>	P.O. Number:

Lab No. **232660**

Accept  Reject

REQUISITION BY: \_\_\_\_\_ DATE & TIME: \_\_\_\_\_

DATE RECEIVED: **3/6/14**

SIGNATURE: *[Signature]*

ANALYSIS	TEST METHOD	ANALYST	LABORATORY	DATE	TIME	INITIALS
<input checked="" type="checkbox"/> Bulk Analysis (EPA 600/R-93/116)	<input type="checkbox"/> Vermiculite Attic Insulation (EPA 600/R-04/004)	<input type="checkbox"/> Air-AHERA	<input type="checkbox"/> Bulk- Presence / Absence EPA600/R-93/116	<input type="checkbox"/> Rush	<input type="checkbox"/> Same Day	<input type="checkbox"/>
<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Other	<input type="checkbox"/> Air- NIOSH 7402	<input type="checkbox"/> Bulk- Quantitative (weight%-) Chaffield	<input type="checkbox"/> 24 - Hour	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 1000 Point Count	<input type="checkbox"/>	<input type="checkbox"/> Air- ISO 10312	<input type="checkbox"/> Dust- Presence / Absence	<input type="checkbox"/> 3 - Day	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gravimetric Preparation	<input type="checkbox"/>	<input type="checkbox"/> Drinking Water- EPA 100.2	<input type="checkbox"/> Dust- Quantitative (fibers/sqcm)- ASTM D5755	<input type="checkbox"/> 5 - Day	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Particle ID	<input type="checkbox"/> NIOSH 7400	<input type="checkbox"/> Waste Water- EPA 600/4-83-043	<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NO.	Sample ID	Color	Description	Location	Notes
1	M-38	black	mastic	NW storage basement (carpet over top)	
2	M-39	black speckled	9" x 9" tile	main level hallway	
3	M-40	black	mastic	second floor	
4	M-41	brown/white	9" x 9" tile	second floor	
5	M-42	yellow	mastic	under carpet, second floor	
6	M-43	grey	plaster ceiling	fan room, second floor	
7	M-44	black	mastic	under carpet, north office, main level	
8	M-45	black	mastic	under carpet, second floor	
9					
10					

SATURDAY SAMPLE DELIVERY - CALL TO SCHEDULE • Use this address for Saturday Delivery only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8517 • Mark Package "Hold for Saturday Pickup"

Item 29.





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Adopting Preliminary Levy for 2020.
<b>Background Information:</b>	<p>At the August 13<sup>th</sup> work session, staff proposed a general levy increase of \$406,142 or 5.99%. The main contributing factors for this increase are a new levy item for street mill and overlays, increased salary and health care costs.</p> <p>Staff have been directed by the Council to reduce this increase for the preliminary levy that will be set in September.</p> <p>All cities must adopt proposed budget by resolution and certify proposed tax levy to the county auditor on or before this date. Final levies may be lower than the proposed levy but may not exceed the proposed levy.</p> <p>Staff is recommending a 2020 preliminary levy increase of \$270,642 or 3.99%. With this being a preliminary levy, the City can decrease the final levy in December but may not increase it.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Resolution Adoption Preliminary Levy for 2020 in the amount of 7,056,113

**RESOLUTION NUMBER \_\_\_\_\_, SECOND SERIES**

**RESOLUTION APPROVING PRELIMINARY 2020 TAX LEVY**

BE IT RESOLVED by the City Council of the City of Marshall, County of Lyon, Minnesota, that the following sums of money be levied for the current year, collectable in 2020, upon the taxable property in the City of Marshall for the following purposes:

<u>Description</u>	<u>Amount (\$)</u>
General Fund Levy	\$ 4,778,647
Capital Equipment Levy	\$ 400,000
Street Capital Fund	\$ 250,000
Special Levy (EDA)	\$ 135,000
Special Levy (Debt Service)	
360 2016B G.O. Equipment Certificates	\$ 158,340
362 2017A G.O. Equipment Certificates	\$ 39,690
321 2010A G.O. Capital Improvement Bonds	\$ 43,257
325 2015A G.O. CIP Bonds	\$ 54,416
359 2015B G.O. Public Improvement Bonds	\$ 51,305
360 2016B G.O. Public Improvement Bonds	\$ 106,520
362 2017A G.O. Public Improvement Bonds	\$ 85,101
369 2011B G.O. Public Improvement Bonds	\$ 19,871
373 2014C G.O. Public Improvement Bonds	\$ 75,000
374 2015A G.O. Street Reconstruction Bonds	\$ 92,794
376 2016C G.O. Public Improvement Bonds	\$ 60,160
377 2017B G.O. Public Improvement Bonds	\$ 43,281
375 2018A G.O. Public Improvement Bonds	\$ 100,000
2020 Public Improvement	\$ 50,000
Future Public Improvement/Debt Reduction	\$ 250,000
Total Debt Service Levy	\$ 1,229,735
Special Levy Tax Abatement (Debt Service)	
369 2011B Tax Abatement (Country Club Dr.)	\$ 66,791
376 2016C G.O. Tax Abatement (Parkway)	\$ 130,940
362 2017A G.O. Tax Abatement (Carr Estates)	\$ 40,000
375 2018 G.O. Tax Abatement (Justice Park)	\$ 25,000
Total Tax Abatement Debt Service Levy	\$ 262,731
<b>TOTAL LEVY</b>	<b><u><u>\$ 7,056,113</u></u></b>

BE IT FURTHER RESOLVED, that the public may contact the City Administrator's Office at (507) 537-6760 if they have questions related to the Lyon County Auditor's property tax notice for the City of Marshall Levy.

BE IT FURTHER RESOLVED, that comments regarding the City of Marshall's budget and levy may be mailed to the City Administrator's Office, 344 West Main Street, Marshall MN 56258.

BE IT FURTHER RESOLVED, that a Public Budget Meeting shall be held on December X, 2019 at 6:00 P.M. at the Marshall Middle School - Professional Development Room, 401 South Saratoga Street, Marshall MN. The public will be provided an opportunity to speak at this meeting.

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Lyon County, Minnesota.

Passed and adopted by the Common Council this 24<sup>th</sup> day of September 2019.

THE COMMON COUNCIL

\_\_\_\_\_  
Robert Byrnes, Mayor

ATTEST

\_\_\_\_\_  
Kyle Box, City Clerk

CITY OF MARSHALL, MINNESOTA  
TAX LEVY COMPARISON

	PAYABLE 2016	PAYABLE 2017	PAYABLE 2018	PAYABLE 2019	PAYABLE 2020
<b><u>General Fund Levy</u></b>	\$ 3,570,860	\$ 3,755,912	\$ 4,532,041	\$ 4,541,788	\$ 4,778,647
<b><u>Capital Equipment Levy</u></b>	\$ 348,579	\$ 340,799	\$ 350,000	\$ 400,000	\$ 400,000
<b><u>Street Capital Fund</u></b>					\$ 250,000
<b><u>Special Levy (Library)</u></b>	\$ 570,655	\$ 597,169	\$ -	\$ -	
<b><u>Special Levy (EDA)</u></b>	\$ 119,677	\$ 119,677	\$ 120,000	\$ 125,000	\$ 135,000
<b><u>Special Levy (Debt Service)</u></b>					
360 2016B G.O. Equipment Certificates	\$ 91,103	\$ 156,555	\$ 158,970	\$ 156,030	\$ 158,340
362 2017A G.O. Equipment Certificates			\$ 36,120	\$ 40,425	\$ 39,690
372 2013A G.O. Equipment Certificates			\$ 114,804	\$ 112,809	\$ -
321 2010A G.O. Capital Improvement Bonds	\$ -	\$ 45,630	\$ 40,916	\$ 51,854	\$ 43,257
325 2015A G.O. CIP Bonds	\$ 46,387	\$ 51,791	\$ 50,951	\$ 55,361	\$ 54,416
359 2015B G.O. Public Improvement Bonds	\$ 52,631	\$ 58,243	\$ 52,323	\$ 51,814	\$ 51,305
360 2016B G.O. Public Improvement Bonds	\$ 16,041	\$ 109,146	\$ 108,155	\$ 107,338	\$ 106,520
362 2017A G.O. Public Improvement Bonds		\$ 50,000	\$ 84,316	\$ 95,970	\$ 85,101
368 2010B G.O. Public Improvement Bonds	\$ 40,716	\$ 30,009	\$ 39,598	\$ -	\$ -
369 2011B G.O. Public Improvement Bonds	\$ 30,996	\$ 20,777	\$ 20,525	\$ 21,489	\$ 19,871
371 2012A G.O. Public Improvement Bonds	\$ -	\$ 107,903	\$ 85,118	\$ 89,003	\$ -
372 2013A G.O. Public Improvement Bonds	\$ 140,878	\$ 128,372	\$ 79,363	\$ 78,718	\$ -
373 2014C G.O. Public Improvement Bonds	\$ -	\$ 117,494	\$ 37,123	\$ 140,491	\$ 75,000
374 2015A G.O. Street Reconstruction Bonds	\$ 174,515	\$ 96,679	\$ 100,669	\$ 94,054	\$ 92,794
376 2016C G.O. Public Improvement Bonds	\$ 97,939	\$ 68,071	\$ 63,748	\$ 64,646	\$ 60,160
377 2017B G.O. Public Improvement Bonds			\$ 41,480	\$ 52,523	\$ 43,281
375 2018A G.O. Public Improvement Bonds	\$ -	\$ -	\$ 50,000	\$ 111,450	\$ 100,000
2020 Public Improvement	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Future Public Improvement/Debt Reduction	\$ -	\$ -	\$ -	\$ 137,815	\$ 250,000
Total Debt Service Levy	\$ 974,584	\$ 1,133,579	\$ 1,164,179	\$ 1,461,790	\$ 1,229,735
<b><u>Special Levy Tax Abatement (Debt Service)</u></b>					
369 2011B Tax Abatement (Country Club Dr.)	\$ 70,492	\$ 69,809	\$ 68,969	\$ 67,919	\$ 66,791
376 2016C G.O. Tax Abatement (Parkway)	\$ -	\$ 125,130	\$ 127,037	\$ 128,974	\$ 130,940
362 2017A G.O. Tax Abatement (Carr Estates)			\$ 13,248	\$ 35,000	\$ 40,000
375 2018 G.O. Tax Abatement (Justice Park)				\$ 25,000	\$ 25,000
Housing Tax Abatements					
Commerical Tax Abatements					
Total Tax Abatement Debt Service Levy	\$ 70,492	\$ 194,939	\$ 209,254	\$ 256,893	\$ 262,731
<b>TOTAL LEVY</b>	\$ 5,654,847	\$ 6,142,075	\$ 6,375,474	\$ 6,785,471	\$ 7,056,113
Levy Increase	5.10%	8.62%	3.80%	6.43%	3.99%

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND

REVENUES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE	
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET			
<b>TAXES</b>								
101-31141	CURRENT AD VALOREM TAXES	3,707,285	4,484,539	4,541,788	2,371,709	4,778,647	236,859	5.22
101-31143	PENALTIES AND INTEREST ON DELI	3,916	5,453	4,000	15,169	5,000	1,000	25.00
101-31146	PERA	22	0	0	0	0	0	0.00
101-31425	LODGING TAX	180,731	173,183	170,000	113,014	175,000	5,000	2.94
101-31842	FRANCHISE FEE-CABLE	170,075	181,102	165,000	131,042	181,424	16,424	9.95
101-31844	FRANCHISE FEE - GAS	201,632	250,128	200,000	219,869	250,676	50,676	25.34
	TOTAL TAXES	4,263,661	5,094,405	5,080,788	2,850,803	5,390,747	309,959	6.10
<b>LICENSES &amp; PERMITS</b>								
101-32120	WINE LICENSE	0	0	2,400	0	2,400	0	0.00
101-32121	ON/OFF-SALE 3.2% MALT LIQUOR	3,030	2,753	2,670	128	2,330	( 340)	12.73-
101-32122	TOBACCO LICENSE	1,275	2,175	2,700	460	2,400	( 300)	11.11-
101-32123	BREWER TAP ROOM LICENSE	3,450	3,175	500	0	500	0	0.00
101-32124	CONSUMPTION & DISPLAY LICENSE	130	130	130	0	130	0	0.00
101-32125	ON-SALE/FINAN BACK/SUN LIQUOR	60,750	53,570	45,006	7,750	44,600	( 406)	0.90-
101-32126	TEMP BEER/TEMP ON-SALE LIQUOR	0	0	1,150	550	1,150	0	0.00
101-32127	TOWING & REFUSE HAULER LICENSE	1,045	695	700	480	480	( 220)	31.43-
101-32128	TRANSIENT MERCHANT LICENSE	977	410	945	799	900	( 45)	4.76-
101-32221	PET LICENSE	2,314	1,216	1,750	520	0	( 1,750)	100.00-
101-32222	SPECIAL MOTOR VEHICLE LICENSE	385	490	400	455	400	0	0.00
101-32252	STORM SEWER INSPECTION FEE	50	90	0	120	0	0	0.00
101-32261	BUILDING PERMIT	103,735	119,212	135,000	168,301	150,000	15,000	11.11
101-32262	MOVING PERMIT	500	200	100	0	100	0	0.00
101-32263	SEWER INSPECTION	600	650	400	400	600	200	50.00
101-32265	CONDITIONAL & VARIANCE PERMIT	3,597	6,078	3,000	6,384	7,000	4,000	133.33
101-32267	DRIVEWAY PERMIT	2,546	1,900	3,000	5,050	3,000	0	0.00
101-32268	EXCAVATION PERMIT	13,865	2,600	2,000	6,050	6,000	4,000	200.00
101-32270	OVERWEIGHT LOAD PERMITS	31,800	30,300	25,000	20,400	30,000	5,000	20.00
101-32272	PLAN REVIEWS	18,522	37,194	35,000	45,449	40,000	5,000	14.29
	TOTAL LICENSES & PERMITS	248,570	262,838	261,851	263,296	291,990	30,139	11.51
<b>INTERGOVERNMENTAL REV</b>								
101-33160	FEDERAL GRANTS - ENGINEERING &	126,585	2,080	2,080	28,648	2,080	0	0.00
101-33360	STATE GRANTS - ENG & AIRPORT *	0	0	0	7,485	0	0	0.00
101-33411	MUN STATE AID FOR STREETS - MA	0	0	27,105	27,105	27,105	0	0.00
101-33413	STATE AID - SNOW REMOVAL	4,345	15,080	6,000	18,700	12,000	6,000	100.00
101-33424	PERA AID	14,865	14,865	14,865	7,433	0	( 14,865)	100.00-
101-33435	OTHER STATE GRANTS & LOCAL AID	5,056	0	10,000	0	0	( 10,000)	100.00-
101-33441	LOCAL GOVERNMENT AID	2,432,200	2,471,597	2,475,243	1,237,622	2,590,715	115,472	4.67
101-33444	MARKET VALUE CREDIT	154	162	0	0	0	0	0.00
101-33451	INS PREM TAX - POLICE	157,449	171,102	155,000	0	155,000	0	0.00
101-33452	INS PREM TAX - FIRE	103,530	107,252	105,000	7,000	105,000	0	0.00
101-33453	STATE AID-FIRE TRAINING	2,668	9,334	0	12,610	3,485	3,485	0.00

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND

REVENUES	(------ 2019 -----)				2020		\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET			
101-33454 POST BOARD TRAINING REIMBURSEM	6,359	20,097	21,000	17,895	21,000	0	0.00	
101-33455 OTHER STATE & LOCAL AID - POLI	150,139	239,097	108,930	30,639	109,000	70	0.06	
101-33461 STATE AID - AIRPORT (QUARTERLY	67,300	99,768	88,646	53,559	91,027	2,381	2.69	
101-33465 OTHER STATE & LOCAL AID - ENG,	2,000	0	5,000	0	0	( 5,000)	100.00-	
101-33471 LOCAL AID - SCHOOL SUMMER REC	61,225	71,464	61,000	34,586	61,000	0	0.00	
101-33473 LOCAL AID - MUNICIPAL BAND	5,641	5,712	5,616	5,768	5,700	84	1.49	
101-33478 SENIOR CENTER - FOUNDATION, UN	8,601	6,381	9,372	3,914	3,400	( 5,972)	63.72-	
TOTAL INTERGOVERNMENTAL REV	3,148,117	3,233,990	3,094,857	1,492,963	3,186,512	91,655	2.96	
<b>CHARGES FOR SERVICES</b>								
101-34109 ADMINISTRATIVE FEES	0	31,149	0	0	0	0	0.00	
101-34121 LEASE RENT REVENUE	0	250	0	0	0	0	0.00	
101-34153 SMOKE TRAILER RENTAL	450	150	0	0	0	0	0.00	
101-34161 AIRPORT LAND	42,231	33,941	32,823	32,823	32,823	0	0.00	
101-34162 RENT - OTHER LAND	9,438	8,745	9,438	6,058	1,326	( 8,112)	85.95-	
101-34163 AIRPORT HANGARS - STALLS & FBO	121,157	117,129	120,000	90,224	120,000	0	0.00	
101-34171 TENT RENTAL	0	0	0	850	0	0	0.00	
101-34172 SHELTER RENTALS	( 0)	22,644	4,000	3,825	4,500	500	12.50	
101-34173 GOLF DRIVING RANGE	1,000	1,000	1,000	0	1,000	0	0.00	
101-34174 STAGE RENTAL	750	450	1,000	1,500	1,250	250	25.00	
101-34178 SENIOR CENTER BLDG/ROOM RENTAL	12,843	14,155	12,000	11,944	15,000	3,000	25.00	
101-34221 ASSESSMENT CERTIFICATES	2,370	2,070	2,000	1,050	2,000	0	0.00	
101-34231 ASSESSOR SEARCHES	881	772	700	527	50	( 650)	92.86-	
101-34232 LIBRARY JANITOR SERVICES	18,817	21,817	19,050	16,262	6,883	( 12,167)	63.87-	
101-34233 WW JANITORIAL/ CONTRACTUAL	2,600	2,293	2,500	1,435	2,500	0	0.00	
101-34234 ASSESSOR PARCEL CARD COPY	314	257	200	45	50	( 150)	75.00-	
101-34235 MERIT CTR JANITORIAL SVC	9,691	11,619	9,000	6,678	12,000	3,000	33.33	
101-34251 CRIMINAL HISTORY RECORD CHECKS	0	16	40	0	40	0	0.00	
101-34253 ACCIDENT REPORTS (PD PHOTOCOPI	249	247	160	70	160	0	0.00	
101-34254 DOOR UNLOCKING	14,014	13,370	15,000	9,100	15,000	0	0.00	
101-34255 FIRE CONTRACTS	56,142	64,565	74,241	65,541	82,762	8,521	11.48	
101-34256 FIRE CALLS	3,250	21,991	30,000	23,288	30,000	0	0.00	
101-34259 OTHER POLICE SERVICES	0	6,667	160,000	51,488	160,000	0	0.00	
101-34261 BLUE PRINTS, MAPS, ETC	150	110	100	191	100	0	0.00	
101-34263 ADM & ENG (GENERAL)	770,633	673,602	750,000	884	755,000	5,000	0.67	
101-34264 DEPOSIT ON BIDS	250	50	500	100	100	( 400)	80.00-	
101-34266 MMU--ADMINISTRATION & ENGINEER	113,601	136,523	82,150	30,771	80,000	( 2,150)	2.62-	
101-34267 ADMIN FEE WW OPERATIONS	247,836	255,900	261,018	174,008	269,501	8,483	3.25	
101-34268 ADMIN FEE SURFACE WATER OPER	247,848	255,900	261,018	174,016	269,501	8,483	3.25	
101-34272 CABLE - TAPES, ETC	1,253	718	500	386	500	0	0.00	
101-34273 POOL RECEIPTS	76,649	67,125	73,500	70,936	75,000	1,500	2.04	
101-34274 CONCESSIONS	16,516	14,799	15,900	18,008	16,000	100	0.63	
101-34275 USER FEES - SOFTBALL	28,711	24,016	32,000	17,492	32,000	0	0.00	
101-34276 BALLFIELD CONCESSIONS	1,963	11,175	9,000	18,585	13,000	4,000	44.44	
101-34278 SENIOR CENTER PROGRAMS/ BUTTON	1,328	3,232	700	1,180	1,000	300	42.86	
101-34360 RESIDENCE CHECKS BY PD	190	0	200	0	200	0	0.00	

101-GENERAL FUND

REVENUES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
101-34571 COMMUNITY EDUCATION - SUMMER	46,945	60,324	53,000	60,248	60,000	7,000	13.21
101-34573 COMMUNITY EDUCATION - FALL	41,777	39,840	33,000	28,784	40,000	7,000	21.21
101-34579 COMMUNITY EDUCATION WINTER	35,692	17,129	35,000	9,134	35,000	0	0.00
101-34671 RECREATION SUMMER	54,458	66,709	65,000	70,622	67,500	2,500	3.85
101-34673 RECREATION FALL	57,883	57,766	55,000	11,468	58,000	3,000	5.45
101-34679 RECREATION WINTER-SPRING	81,491	91,583	77,000	76,596	80,000	3,000	3.90
TOTAL CHARGES FOR SERVICES	2,121,372	2,151,795	2,297,738	1,086,115	2,339,746	42,008	1.83
<b>FINES &amp; FORFEITURES</b>							
101-35125 RETURN CHECK FEE	30	30	0	0	0	0	0.00
101-35141 CITY ATTORNEY PROSECUTION FEES	74	525	0	192	50	50	0.00
101-35151 COURT FINES (FINES & FEES)	96,927	75,018	80,000	58,036	80,000	0	0.00
101-35152 PARKING FINES	4,523	5,182	5,000	3,295	5,000	0	0.00
101-35153 ANIMAL FINES (HUMANE SOCIETY)	1,359	7,729	1,400	672	1,400	0	0.00
101-35154 TOWING & STORAGE FINES	5,965	7,280	5,000	1,675	5,000	0	0.00
101-35155 FORFEITURES	0	28,286	10,000	10,994	20,000	10,000	100.00
TOTAL FINES & FORFEITURES	108,878	124,050	101,400	74,865	111,450	10,050	9.91
<b>MISCELLANEOUS REVENUE</b>							
101-36121 SPECIAL ASSESSMENTS COLLECTED	0	2,491	0	0	0	0	0.00
101-36122 SPECIAL ASSESSMENTS COLLECTED	1,832	2,030	0	232	0	0	0.00
101-36221 INTEREST - GENERAL	25,609	85,294	30,000	141,805	125,000	95,000	316.67
101-36225 MMU PAYMENT IN LIEU OF TAXES	0	0	0	0	819,195	819,195	0.00
101-36259 CONTRIBUTION TO THE CITY-POL	0	0	0	100,000	0	0	0.00
101-36341 DONATIONS - ADMIN	0	4,415	0	0	0	0	0.00
101-36352 DONATIONS - FIRE DEPT	5,073	0	0	5,000	0	0	0.00
101-36372 OTHER DONATIONS - COMM SERVICE	2,120	20,753	2,000	10,845	2,000	0	0.00
101-36411 REFUNDS & REIMB - STREET	23,123	20,788	7,500	46,992	15,000	7,500	100.00
101-36421 REFUNDS & REIMB - FINANCE	969	49,229	900	113	500	( 400)	44.44-
101-36431 REFUNDS & REIMB - ASSESSING	7,502	0	0	0	0	0	0.00
101-36441 REFUNDS & REIMB - ADMINISTRATI	2,154	6,399	3,000	6,949	5,000	2,000	66.67
101-36451 REFUNDS & REIMB - PUBLIC SAFET	116,706	132,928	101,999	76,032	104,139	2,140	2.10
101-36452 REFUNDS & REIMB - FIRE DEPT.	10,150	555	2,000	1,046	2,000	0	0.00
101-36461 REFUNDS & REIMB - ENG & AIRPOR	1,046	1,286	10,000	4,508	10,000	0	0.00
101-36471 REFUNDS & REIMB - COMM SERVICE	1,337	427	5,000	1,153	4,000	( 1,000)	20.00-
101-36472 REFUNDS & REIMB - PARKS	24,628	21,672	8,000	53,024	15,000	7,000	87.50
101-36473 REFUNDS & REIMB - CABLE	710	0	0	0	0	0	0.00
TOTAL MISCELLANEOUS REVENUE	222,961	348,268	170,399	447,700	1,101,834	931,435	546.62
<b>PROPRIETARY OPER REVENUE</b>							

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND

REVENUES	2017	2018	(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>OTHER FINANCING SOURCES</u>							
101-39121 SALE OF FIXED ASSETS	29,945	63,229	30,000	0	0	( 30,000)	100.00-
101-39223 TRANSFERS FROM LIQUOR FUND	225,000	300,000	225,000	150,000	300,000	75,000	33.33
101-39224 TRANSFERS FROM MSA	27,105	27,105	0	0	0	0	0.00
101-39225 CONTRIBUTIONS FROM MMU	<u>840,349</u>	<u>828,669</u>	<u>819,195</u>	<u>579,949</u>	<u>0</u>	<u>( 819,195)</u>	<u>100.00-</u>
TOTAL OTHER FINANCING SOURCES	1,122,399	1,219,003	1,074,195	729,949	300,000	( 774,195)	72.07-
TOTAL REVENUES	11,235,958	12,434,349	12,081,228	6,945,690	12,722,279	641,051	5.31

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 MAYOR & COUNCIL

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-40141-1103 PART TIME EMPLOYEES	44,751	45,870	47,132	31,421	47,132	0	0.00
101-40141-1121 PERA CONTRIBUTIONS	1,943	1,991	2,046	1,364	2,046	0	0.00
101-40141-1122 FICA CONTRIBUTIONS	945	968	995	663	995	0	0.00
101-40141-1125 MEDICARE CONTRIBUTIONS	649	665	683	456	593	( 90)	13.19-
101-40141-1131 HEALTH INSURANCE	1,680	2,386	3,505	2,178	3,505	0	0.00
101-40141-1151 WORK COMP INSURANCE PREMIUMS	39	40	44	36	51	7	15.91
TOTAL PERSONNEL SERVICES	50,006	51,920	54,405	36,118	54,321	( 83)	0.15-
<u>SUPPLIES</u>							
101-40141-2211 GENERAL SUPPLIES	2,590	56,417	9,200	643	9,200	0	0.00
101-40141-2218 EMPLOYEE/DEPARTMENT RECOGNITIO	11,033	13,116	12,500	8,586	12,500	0	0.00
101-40141-2245 EQUIPMENT/TOOLS UP TO \$5000	0	0	0	124	0	0	0.00
TOTAL SUPPLIES	13,623	69,533	21,700	9,354	21,700	0	0.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-40141-3311 GENERAL PROFESSIONAL SERVICES	14,306	28,096	11,785	7,722	10,285	( 1,500)	12.73-
101-40141-3312 CONSULTANT FEES	68,324	0	0	0	0	0	0.00
101-40141-3313 LEGAL FEES	180	5,048	500	132	500	0	0.00
101-40141-3316 TIF - ADMINISTRATION	1,706	7,165	0	0	0	0	0.00
101-40141-3321 TELEPHONE & CELLULAR PHONES	31	0	0	0	0	0	0.00
101-40141-3322 POSTAGE	0	5	0	0	0	0	0.00
101-40141-3331 TRAVEL, CONFERENCES AND SCHOOL	3,171	1,109	4,000	1,714	4,000	0	0.00
101-40141-3332 MILEAGE ALLOWANCES & REIMBURSE	1,140	650	700	0	800	100	14.29
101-40141-3345 ADVERTISING	3,041	319	1,000	0	1,000	0	0.00
101-40141-3346 GENERAL NOTICES & PUBLIC INFO	6,651	1,582	4,000	3,265	5,000	1,000	25.00
101-40141-3361 GENERAL LIABILITY INSURANCE	253	542	1,460	708	1,460	0	0.00
101-40141-3405 MAINTENANCE AGREEMENTS	0	3,600	4,600	4,950	4,600	0	0.00
101-40141-3417 MERIT CENTER RENT	0	0	0	30	0	0	0.00
101-40141-3433 DUES & SUBSCRIPTIONS	40,302	40,431	45,529	27,679	45,042	( 487)	1.07-
101-40141-3811 COMMUNITY CONTRIBUTIONS	18,000	21,000	50,524	26,750	61,524	11,000	21.77
101-40141-3820 LIBRARY APPROPRIATION	0	618,606	625,072	416,712	0	( 625,072)	100.00-
TOTAL OTHER OPER SERVICES/CHRG	157,105	728,154	749,170	489,662	134,211	( 614,959)	82.09-
TOTAL MAYOR & COUNCIL	220,734	849,607	825,275	535,133	210,232	( 615,042)	74.53-

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 CABLE COMMISSION

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-40671-1101 FULL TIME EMPLOYEES REGULAR	69,315	91,215	95,856	55,456	102,089	6,233	6.50
101-40671-1102 FULL TIME EMPLOYEES OVERTIME	2,541	893	2,550	0	2,633	83	3.25
101-40671-1103 PART TIME EMPLOYEES	12,653	15,378	15,300	9,501	15,797	497	3.25
101-40671-1110 Taxable Allowance	0	0	0	12	0	0	0.00
101-40671-1112 SICK PAY	405	658	0	124	0	0	0.00
101-40671-1113 VACATION PAY	1,597	2,903	0	1,965	0	0	0.00
101-40671-1114 HOLIDAY PAY	2,884	3,800	0	1,710	0	0	0.00
101-40671-1115 FLOATING HOLIDAY PAY	281	195	0	174	0	0	0.00
101-40671-1121 PERA CONTRIBUTIONS	5,667	7,583	7,380	4,642	7,854	474	6.42
101-40671-1122 FICA CONTRIBUTIONS	4,775	6,374	7,050	3,981	7,472	422	5.99
101-40671-1125 MEDICARE CONTRIBUTIONS	1,117	1,491	1,649	931	1,748	99	5.99
101-40671-1131 HEALTH INSURANCE	20,231	22,648	23,525	13,140	24,524	1,000	4.25
101-40671-1132 DENTAL INSURANCE	1,425	1,651	1,389	900	1,447	58	4.19
101-40671-1133 LIFE INSURANCE & LTD	187	229	227	136	239	12	5.21
101-40671-1135 HSA/VEBA EMPLOYER CONTRIBUTION	2,013	3,250	0	2,071	0	0	0.00
101-40671-1151 WORK COMP INSURANCE PREMIUMS	154	152	195	113	162	(33)	16.92-
TOTAL PERSONNEL SERVICES	125,245	158,420	155,121	94,854	163,966	8,845	5.70
<u>SUPPLIES</u>							
101-40671-2211 GENERAL SUPPLIES	5,991	5,319	5,000	3,981	5,000	0	0.00
101-40671-2212 MOTOR FUELS, LUBRICANTS	415	560	700	289	700	0	0.00
101-40671-2214 UNIFORMS	369	0	0	0	0	0	0.00
101-40671-2221 EQUIPMENT REPAIR & MAINTENANCE	5	0	1,500	0	1,500	0	0.00
TOTAL SUPPLIES	6,780	5,878	7,200	4,270	7,200	0	0.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-40671-3311 GENERAL PROFESSIONAL SERVICES	4,674	2,580	5,000	1,836	5,000	0	0.00
101-40671-3312 CONSULTANT FEES	75	0	0	0	0	0	0.00
101-40671-3321 TELEPHONE	2,686	2,330	2,250	1,526	2,300	50	2.22
101-40671-3322 POSTAGE	68	70	150	10	0	(150)	100.00-
101-40671-3331 TRAVEL, CONFERENCES, AND SCHOO	696	621	900	1,835	1,000	100	11.11
101-40671-3332 MILEAGE ALLOWANCES & REIMBURSE	0	315	225	132	250	25	11.11
101-40671-3345 ADVERTISING	0	0	300	0	0	(300)	100.00-
101-40671-3361 GENERAL LIABILITY INSURANCE	483	644	676	328	676	0	0.00
101-40671-3363 AUTOMOTIVE INSURANCE	524	1,106	1,285	624	1,285	0	0.00
101-40671-3433 DUES & SUBSCRIPTIONS	1,153	1,910	1,000	315	1,000	0	0.00
101-40671-3437 LICENSES	0	32	250	0	250	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	10,359	9,608	12,036	6,605	11,761	(275)	2.28-
TOTAL CABLE COMMISSION	142,384	173,907	174,357	105,729	182,927	8,570	4.92

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 CITY ADMINISTRATION

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<b>PERSONNEL SERVICES</b>							
101-40741-1101 FULL TIME EMPLOYEES	296,573	343,200	333,015	199,855	345,398	12,383	3.72
101-40741-1102 FULL TIME EMPLOYEES OVERTIME	0	0	1,020	0	1,053	33	3.25
101-40741-1103 PART TIME EMPLOYEES	294	3,867	0	0	0	0	0.00
101-40741-1110 TAXABLE ALLOWANCE	65	35	50	14	50	0	0.00
101-40741-1111 SEVERANCE PAY	33,005	0	0	0	0	0	0.00
101-40741-1112 SICK PAY	19,946	6,269	0	20,444	0	0	0.00
101-40741-1113 VACATION PAY	34,664	19,640	0	29,033	0	0	0.00
101-40741-1114 HOLIDAY PAY	12,799	14,128	0	7,824	0	0	0.00
101-40741-1115 FLOATING HOLIDAY PAY	1,450	1,343	0	485	0	0	0.00
101-40741-1121 PERA CONTRIBUTIONS	24,983	28,700	25,053	17,993	25,984	931	3.72
101-40741-1122 FICA CONTRIBUTIONS	20,277	22,272	20,710	14,083	21,480	770	3.72
101-40741-1125 MEDICARE CONTRIBUTIONS	4,742	5,209	4,844	3,294	5,024	180	3.72
101-40741-1131 HEALTH INSURANCE	67,725	50,782	44,390	28,981	57,051	12,661	28.52
101-40741-1132 DENTAL INSURANCE	4,847	3,465	2,412	1,975	2,533	121	5.00
101-40741-1133 LIFE INSURANCE & LTD	805	907	784	515	804	20	2.61
101-40741-1135 HSA/VEBA EMPLOYER CONTRIBUTION	8,458	9,125	0	5,625	0	0	0.00
101-40741-1151 WORK COMP INSURANCE PREMIUMS	32,975	1,458	1,663	1,063	1,605	( 58)	3.49-
TOTAL PERSONNEL SERVICES	563,609	510,401	433,940	331,185	460,981	27,041	6.23
<b>SUPPLIES</b>							
101-40741-2211 GENERAL SUPPLIES	5,838	2,951	1,975	932	3,900	1,925	97.47
101-40741-2245 TOOLS & EQUIPMENT UP TO \$5000	0	8,855	0	0	0	0	0.00
TOTAL SUPPLIES	5,838	11,806	1,975	932	3,900	1,925	97.47
<b>OTHER OPER SERVICES/CHRG</b>							
101-40741-3311 GENERAL PROFESSIONAL SERVICES	12,420	22,040	25,000	8,379	45,000	20,000	80.00
101-40741-3312 CONSULTANT FEES	0	1,468	5,000	84	5,000	0	0.00
101-40741-3313 LEGAL FEES	0	0	0	51	0	0	0.00
101-40741-3321 TELEPHONE & CELLULAR PHONES	2,736	2,337	2,468	1,259	2,160	( 308)	12.48-
101-40741-3322 POSTAGE	0	0	0	0	0	0	0.00
101-40741-3331 TRAVEL, CONFERENCES AND SCHOOL	2,420	5,430	7,020	4,861	8,020	1,000	14.25
101-40741-3332 MILEAGE ALLOWANCE	195	911	1,000	394	1,000	0	0.00
101-40741-3345 ADVERTISING	611	545	300	0	300	0	0.00
101-40741-3346 GENERAL NOTICES & PUBLIC INFO	0	2,753	300	0	300	0	0.00
101-40741-3361 GENERAL LIABILITY INSURANCE	719	714	750	364	750	0	0.00
101-40741-3405 MAINTENANCE AGREEMENTS	602	0	725	0	4,100	3,375	465.52
101-40741-3433 DUES & SUBSCRIPTIONS	2,071	1,151	2,729	1,333	2,894	165	6.05
101-40741-3437 LICENSES AND TAXES	795	700	0	0	0	0	0.00
101-40741-3438 Refunds and Reimbursements	100	0	0	0	0	0	0.00
101-40741-3444 INTEREST EXPENSE	( 0)	0	0	0	0	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	22,667	38,048	45,292	16,724	69,524	24,232	53.50
TOTAL CITY ADMINISTRATION	592,114	560,255	481,207	348,841	534,405	53,198	11.06

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 FINANCE

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<b>PERSONNEL SERVICES</b>							
101-40821-1101 FULL TIME EMPLOYEES REGULAR	165,674	186,451	232,352	132,118	256,074	23,721	10.21
101-40821-1103 PART TIME EMPLOYEES	698	1,537	0	660	0	0	0.00
101-40821-1110 TAXABLE ALLOWANCE	98	36	50	69	100	50	100.00
101-40821-1112 SICK PAY	10,565	4,380	0	5,663	0	0	0.00
101-40821-1113 VACATION PAY	10,650	6,927	0	3,919	0	0	0.00
101-40821-1114 HOLIDAY PAY	7,188	8,001	0	4,265	0	0	0.00
101-40821-1115 FLOATING HOLIDAY PAY	626	684	0	679	0	0	0.00
101-40821-1121 PERA CONTRIBUTIONS	14,398	15,342	17,426	11,384	19,206	1,779	10.21
101-40821-1122 FICA CONTRIBUTIONS	10,611	11,121	14,406	8,404	15,877	1,471	10.21
101-40821-1125 MEDICARE CONTRIBUTIONS	2,482	2,601	3,369	1,966	3,713	344	10.21
101-40821-1131 HEALTH INSURANCE	35,170	43,060	46,552	26,342	48,530	1,978	4.25
101-40821-1132 DENTAL INSURANCE	2,271	3,397	3,618	2,322	3,799	181	5.00
101-40821-1133 LIFE INSURANCE & LTD	471	497	552	336	597	45	8.16
101-40821-1135 HSA/VEBA EMPLOYER CONTRIBUTION	5,988	7,833	0	3,667	0	0	0.00
101-40821-1151 WORK COMP INSURANCE PREMIUM	715	793	995	641	960	( 35)	3.52-
TOTAL PERSONNEL SERVICES	267,603	292,660	319,321	202,433	348,855	29,535	9.25
<b>SUPPLIES</b>							
101-40821-2211 GENERAL SUPPLIES	3,168	1,715	2,500	952	2,500	0	0.00
101-40821-2217 COMPUTER SOFTWARE	0	0	15,932	6,358	0	( 15,932)	100.00-
101-40821-2245 EQUIPMENT/TOOLS UP TO \$5000	95	0	1,000	159	1,000	0	0.00
TOTAL SUPPLIES	3,263	1,715	19,432	7,469	3,500	( 15,932)	81.99-
<b>OTHER OPER SERVICES/CHRG</b>							
101-40821-3311 GENERAL PROFESSIONAL SERVICES	16,720	21,052	5,000	688	22,794	17,794	355.88
101-40821-3321 TELEPHONE & CELLULAR PHONE	997	821	1,000	1,032	1,680	680	68.00
101-40821-3331 TRAVEL, CONFERENCES AND SCHOOL	1,312	1,809	3,500	1,540	4,400	900	25.71
101-40821-3332 MILEAGE REIMBURSEMENT	613	526	300	40	300	0	0.00
101-40821-3346 GENERAL NOTICES & PUBLIC INFO	0	3,498	3,500	380	3,649	149	4.26
101-40821-3361 GENERAL LIABILITY INSURANCE	385	379	392	190	392	0	0.00
101-40821-3405 MAINTENANCE AGREEMENTS	436	486	500	160	22,130	21,630	4,326.00
101-40821-3416 MACHINERY & EQUIPMENT RENTAL	1,132	0	0	0	0	0	0.00
101-40821-3433 DUES & SUBSCRIPTIONS	120	100	120	100	220	100	83.33
101-40821-3439 BANK CHARGES	6	0	500	0	0	( 500)	100.00-
TOTAL OTHER OPER SERVICES/CHRG	21,722	28,672	14,812	4,130	55,565	40,753	275.14
TOTAL FINANCE	292,588	323,046	353,565	214,032	407,920	54,356	15.37

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 APPRAISING & ASSESSING

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-40931-1101 FULL TIME EMPLOYEES	165,997	179,301	207,882	111,427	222,220	14,338	6.90
101-40931-1102 FULL TIME EMPLOYEES OVERTIME	499	118	816	110	843	27	3.25
101-40931-1103 PART TIME EMPLOYEES	338	0	408	0	421	13	3.25
101-40931-1110 TAXABLE ALLOWANCE	360	275	400	219	400	0	0.00
101-40931-1112 SICK PAY	5,065	5,678	0	2,159	0	0	0.00
101-40931-1113 VACATION PAY	8,690	9,442	0	13,242	0	0	0.00
101-40931-1114 HOLIDAY PAY	7,031	8,065	0	3,908	0	0	0.00
101-40931-1115 FLOATING HOLIDAY	730	688	0	648	0	0	0.00
101-40931-1121 PERA CONTRIBUTIONS	13,907	15,177	15,652	10,223	16,730	1,077	6.88
101-40931-1122 FICA CONTRIBUTIONS	9,976	10,713	12,965	7,134	13,856	891	6.88
101-40931-1125 MEDICARE CONTRIBUTIONS	2,333	2,506	3,032	1,668	3,241	208	6.88
101-40931-1131 HEALTH INSURANCE	46,095	49,402	57,568	33,089	60,014	2,447	4.25
101-40931-1132 DENTAL INSURANCE	1,952	2,096	2,054	1,331	2,135	80	3.91
101-40931-1133 LIFE INSURANCE & LTD	450	487	506	321	533	27	5.38
101-40931-1135 HSA/VEBA EMPLOYER CONTRIBUTION	5,550	6,000	0	4,000	0	0	0.00
101-40931-1151 WORK COMP INSURANCE PREMIUMS	563	638	727	567	777	50	6.88
TOTAL PERSONNEL SERVICES	269,536	290,588	302,010	190,046	321,169	19,159	6.34
<u>SUPPLIES</u>							
101-40931-2211 GENERAL SUPPLIES	1,563	666	1,500	244	1,500	0	0.00
101-40931-2217 COMPUTER SOFTWARE	2,685	0	250	0	250	0	0.00
101-40931-2221 EQUIPMENT REPAIR & MAINTENANCE	215	0	0	0	0	0	0.00
101-40931-2245 EQUIPMENT/TOOLS UP TO \$5000	1,204	0	200	0	0	( 200)	100.00-
TOTAL SUPPLIES	5,667	666	1,950	244	1,750	( 200)	10.26-
<u>OTHER OPER SERVICES/CHRG</u>							
101-40931-3311 GENERAL PROFESSIONAL SERVICES	16,575	75	20,000	0	20,000	0	0.00
101-40931-3321 TELEPHONE & CELLULAR PHONES	951	834	960	398	887	( 73)	7.60-
101-40931-3331 TRAVEL, CONFERENCES AND SCHOOL	2,708	2,433	3,475	1,247	5,504	2,029	58.39
101-40931-3332 MILEAGE ALLOWANCE	661	1,065	700	565	1,970	1,270	181.43
101-40931-3345 ADVERTISING	138	0	0	0	0	0	0.00
101-40931-3361 GENERAL LIABILITY INSURANCE	385	380	393	192	393	0	0.00
101-40931-3405 MAINTENANCE AGREEMENTS	9,263	8,988	8,988	8,988	9,488	501	5.57
101-40931-3433 DUES & SUBSCRIPTIONS	520	350	550	493	1,280	730	132.73
101-40931-3437 LICENSES AND TAXES	215	360	360	364	360	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	31,415	14,484	35,426	12,246	39,882	4,457	12.58
TOTAL APPRAISING & ASSESSING	306,618	305,738	339,385	202,536	362,801	23,416	6.90

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 LEGAL

EXPENDITURES	(------ 2019 -----)			2020		\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<b>SUPPLIES</b>							
101-41041-2211 GENERAL SUPPLIES	448	36	500	31	500	0	0.00
TOTAL SUPPLIES	448	36	500	31	500	0	0.00
<b>OTHER OPER SERVICES/CHRG</b>							
101-41041-3311 GENERAL PROFESSIONAL SERVICES	0	0	500	0	250	( 250)	50.00-
101-41041-3313 LEGAL FEES	120,010	123,910	126,388	84,259	130,496	4,108	3.25
101-41041-3322 POSTAGE	13	1	50	19	50	0	0.00
101-41041-3331 TRAVEL, CONFERENCES, AND SCHOO	0	0	250	0	0	( 250)	100.00-
101-41041-3361 GENERAL LIABILITY INSURANCE	154	153	158	76	158	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	120,177	124,064	127,346	84,354	130,954	3,608	2.83
<b>TOTAL LEGAL</b>	<b>120,625</b>	<b>124,100</b>	<b>127,846</b>	<b>84,385</b>	<b>131,454</b>	<b>3,608</b>	<b>2.82</b>

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 GEN COMM DEVELOPMENT

EXPENDITURES			(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<b>SUPPLIES</b>							
101-41136-2211 GENERAL SUPPLIES	0	0	0	0	1,200	1,200	0.00
101-41136-2219 LODGING TAX	159,557	165,311	161,500	96,636	166,250	4,750	2.94
101-41136-2223 BLDG REPAIR & MAINTENANCE	481	0	0	0	0	0	0.00
TOTAL SUPPLIES	160,038	165,311	161,500	96,636	167,450	5,950	3.68
<b>OTHER OPER SERVICES/CHRG</b>							
101-41136-3311 GENERAL PROFESSIONAL SERVICES	15,801	148	44,536	53,748	20,000	( 24,536)	55.09-
101-41136-3313 LEGAL FEES	4,162	459	15,000	9,138	15,000	0	0.00
101-41136-3331 TRAVEL, CONFERENCES, AND SCHOO	0	0	14,800	255	4,139	( 10,661)	72.03-
101-41136-3346 GENERAL NOTICES & PUBLIC INFO	0	0	0	720	0	0	0.00
101-41136-3347 MARKETING	0	0	20,000	0	20,000	0	0.00
101-41136-3361 GENERAL LIABILITY INSURANCE	489	595	0	0	0	0	0.00
101-41136-3381 ELECTRIC UTILITIES	534	625	400	0	404	4	1.00
101-41136-3382 WATER UTILITIES	159	158	150	0	180	30	20.00
101-41136-3383 GAS UTILITIES	593	833	306	756	312	6	2.00
101-41136-3384 REFUSE DISPOSAL	( 34)	0	0	0	0	0	0.00
101-41136-3385 SEWER UTILITIES	215	218	204	0	206	2	1.00
101-41136-3386 STORM WATER UTILITY	250	304	102	0	107	5	5.00
101-41136-3437 LICENSES AND TAXES	5,978	0	0	0	0	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	28,146	3,341	95,498	64,615	60,348	( 35,150)	36.81-
<b>CAPITAL OUTLAY OVER \$500</b>							
TOTAL GEN COMM DEVELOPMENT	188,184	168,652	256,998	161,251	227,798	( 29,200)	11.36-

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 MUNICIPAL BLDG MAINT

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-41231-1101 FULL TIME EMPLOYEES REGULAR	87,105	95,671	112,360	63,406	116,022	3,662	3.26
101-41231-1102 FULL TIME EMPLOYEES OVERTIME	255	1,257	1,020	1,249	1,053	33	3.25
101-41231-1103 PART TIME EMPLOYEES	35,842	32,776	32,699	27,137	14,762	( 17,937)	54.86-
101-41231-1110 TAXABLE ALLOWANCE	564	592	700	0	0	( 700)	100.00-
101-41231-1112 SICK PAY	3,513	1,860	0	622	0	0	0.00
101-41231-1113 VACATION PAY	11,631	9,099	0	4,598	0	0	0.00
101-41231-1114 HOLIDAY PAY	3,869	4,049	0	2,074	0	0	0.00
101-41231-1115 FLOATING HOLIDAY PAY	505	329	0	432	0	0	0.00
101-41231-1121 PERA CONTRIBUTIONS	10,554	10,871	8,504	7,055	8,781	277	3.26
101-41231-1122 FICA CONTRIBUTIONS	7,886	8,063	9,057	5,703	8,174	( 883)	9.75-
101-41231-1125 MEDICARE CONTRIBUTIONS	1,844	1,886	2,118	1,334	1,912	( 207)	9.75-
101-41231-1131 HEALTH INSURANCE	21,332	22,853	27,362	15,312	28,525	1,163	4.25
101-41231-1132 DENTAL INSURANCE	1,544	1,657	1,630	1,052	1,700	70	4.31
101-41231-1133 LIFE INSURANCE & LTD	254	261	266	170	273	7	2.62
101-41231-1135 HSA/VEBA EMPLOYER CONTRIBUTION	3,263	3,500	0	2,333	0	0	0.00
101-41231-1151 WORK COMP INSURANCE PREMIUMS	3,694	4,269	4,301	4,213	5,700	1,399	32.53
TOTAL PERSONNEL SERVICES	193,655	198,994	200,017	136,691	186,903	( 13,115)	6.56-
<u>SUPPLIES</u>							
101-41231-2211 GENERAL SUPPLIES	6,153	6,889	6,700	4,466	6,700	0	0.00
101-41231-2212 MOTOR FUELS, LUBRICANTS & ADDI	533	943	2,500	1,375	2,500	0	0.00
101-41231-2214 UNIFORMS	0	160	0	0	0	0	0.00
101-41231-2215 SAFETY WEAR & EQUIPMENT	418	497	500	279	500	0	0.00
101-41231-2221 EQUIPMENT REPAIR & MAINTENANCE	786	1,121	10,500	6,652	2,500	( 8,000)	76.19-
101-41231-2223 BUILDING REPAIR & MAINTENANCE	5,235	5,524	6,150	2,302	6,150	0	0.00
101-41231-2245 EQUIPMENT/TOOLS UP TO \$5000	5,999	9,617	4,400	3,488	4,200	( 200)	4.55-
TOTAL SUPPLIES	19,124	24,752	30,750	18,561	22,550	( 8,200)	26.67-
<u>OTHER OPER SERVICES/CHRG</u>							
101-41231-3311 GENERAL PROFESSIONAL SERVICES	1,490	1,450	2,300	689	2,300	0	0.00
101-41231-3321 TELEPHONE & CELLULAR PHONES	1,310	1,278	1,400	782	1,400	0	0.00
101-41231-3361 GENERAL LIABILITY INSURANCE	3,655	3,705	4,146	2,012	4,146	0	0.00
101-41231-3363 AUTOMOTIVE INSURANCE	257	517	1,352	656	1,352	0	0.00
101-41231-3381 ELECTRIC UTILITIES	43,328	41,636	45,000	26,541	45,450	450	1.00
101-41231-3382 WATER UTILITIES	1,632	1,582	1,600	990	1,920	320	20.00
101-41231-3384 REFUSE DISPOSAL	1,471	1,448	1,632	751	1,665	33	2.00
101-41231-3405 MAINTENANCE AGREEMENTS	1,743	1,807	2,330	1,225	2,300	( 30)	1.29-
101-41231-3437 LICENSES AND TAXES	109	288	200	19	200	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	54,996	53,711	59,960	33,665	60,733	773	1.29
TOTAL MUNICIPAL BLDG MAINT	267,774	277,457	290,727	188,917	270,185	( 20,542)	7.07-

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 DATA PROCESSING

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>SUPPLIES</u>							
101-41641-2211 GENERAL SUPPLIES	0	488	4,072	2,487	4,072	0	0.00
101-41641-2217 COMPUTER SOFTWARE	0	0	0	15,610	0	0	0.00
101-41641-2245 EQUIPMENT/TOOLS UP TO \$5000	24,226	26,051	18,650	18,695	6,000	( 12,650)	67.83-
TOTAL SUPPLIES	24,226	26,539	22,722	36,792	10,072	( 12,650)	55.67-
<u>OTHER OPER SERVICES/CHRG</u>							
101-41641-3311 GENERAL PROFESSIONAL SERVICES	0	138	0	19,899	0	0	0.00
101-41641-3312 CONSULTANT FEES	19,610	21,077	20,600	20,508	20,000	( 600)	2.91-
101-41641-3321 TELEPHONE	329	358	500	209	500	0	0.00
101-41641-3322 POSTAGE	0	0	3,700	3,500	6,900	3,200	86.49
101-41641-3361 GENERAL LIABILITY INSURANCE	229	169	0	0	0	0	0.00
101-41641-3405 MAINTENANCE AGREEMENTS	76,944	79,526	140,957	33,784	119,577	( 21,380)	15.17-
101-41641-3416 MACHINERY & EQUIPMENT RENTAL	0	0	1,200	1,578	1,400	200	16.67
101-41641-3433 DUES & SUBSCRIPTIONS	150	585	7,530	516	7,460	( 70)	0.93-
101-41641-3437 LICENSES AND TAXES	0	0	0	725	0	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	97,262	101,853	174,487	80,719	155,837	( 18,650)	10.69-
<u>CAPITAL OUTLAY OVER \$500</u>							
<u>TRANSFERS</u>							
TOTAL DATA PROCESSING	121,488	128,392	197,209	117,510	165,909	( 31,300)	15.87-

101-GENERAL FUND  
 GENERAL GOVERNMENT  
 ADULT COMMUNITY CTR

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<b>PERSONNEL SERVICES</b>							
101-42071-1101 FULL TIME EMPLOYEES REGULAR	54,338	57,283	66,342	34,666	68,515	2,173	3.28
101-42071-1102 FULL TIME EMPLOYEES OVERTIME	76	61	0	84	0	0	0.00
101-42071-1103 PART TIME EMPLOYEES	30,130	30,800	36,975	21,638	38,177	1,202	3.25
101-42071-1112 SICK PAY	242	250	0	0	0	0	0.00
101-42071-1113 VACATION PAY	5,877	5,356	0	6,010	0	0	0.00
101-42071-1114 HOLIDAY PAY	2,202	2,620	0	1,225	0	0	0.00
101-42071-1115 FLOATING HOLIDAY PAY	242	250	0	0	0	0	0.00
101-42071-1121 PERA CONTRIBUTIONS	6,865	7,190	7,749	4,878	8,002	253	3.27
101-42071-1122 FICA CONTRIBUTIONS	5,134	5,359	6,406	3,612	6,615	209	3.27
101-42071-1125 MEDICARE CONTRIBUTIONS	1,201	1,253	1,498	845	1,547	49	3.27
101-42071-1131 HEALTH INSURANCE	15,365	16,467	19,189	11,030	20,005	816	4.25
101-42071-1132 DENTAL INSURANCE	1,135	969	1,206	774	1,266	60	5.00
101-42071-1133 LIFE INSURANCE & LTD	156	161	163	104	167	4	2.53
101-42071-1135 HSA/VEBA EMPLOYER CONTRIBUTION	1,850	2,250	0	1,333	0	0	0.00
101-42071-1151 WORK COMP INSURANCE PREMIUMS	994	3,319	3,615	(1,480)	1,105	(2,510)	69.43-
TOTAL PERSONNEL SERVICES	125,808	133,589	143,143	84,719	145,399	2,256	1.58
<b>SUPPLIES</b>							
101-42071-2211 GENERAL SUPPLIES	9,640	10,210	10,815	6,538	10,500	(315)	2.91-
101-42071-2221 EQUIPMENT REPAIR & MAINTENANCE	624	1,463	927	208	900	(27)	2.91-
101-42071-2223 BUILDING REPAIR & MAINTENANCE	2,945	6,727	3,316	6,219	2,000	(1,316)	39.69-
101-42071-2227 OTHER REPAIRS & MAINTENANCE	257	2,318	4,828	4,972	1,500	(3,328)	68.93-
101-42071-2245 EQUIPMENT/TOOLS UP TO \$5000	0	0	1,000	1,890	2,000	1,000	100.00
TOTAL SUPPLIES	13,466	20,718	20,886	19,826	16,900	(3,986)	19.08-
<b>OTHER OPER SERVICES/CHRG</b>							
101-42071-3311 GENERAL PROFESSIONAL SERVICES	25	25	0	110	250	250	0.00
101-42071-3321 TELEPHONE & CELLULAR PHONES	1,014	1,016	1,300	681	1,300	0	0.00
101-42071-3322 POSTAGE	357	485	530	275	0	(530)	100.00-
101-42071-3331 TRAVEL, CONFERENCES AND SCHOOL	380	723	450	683	600	150	33.33
101-42071-3332 MILEAGE ALLOWANCES & REIMBURSE	58	305	300	0	300	0	0.00
101-42071-3361 GENERAL LIABILITY INSURANCE	1,505	1,585	1,677	814	1,677	0	0.00
101-42071-3381 ELECTRIC UTILITIES	6,392	6,241	6,000	3,124	6,060	60	1.00
101-42071-3382 WATER UTILITIES	1,542	1,186	1,500	661	1,800	300	20.00
101-42071-3383 GAS UTILITIES	1,941	1,978	2,448	1,967	2,497	49	2.00
101-42071-3384 REFUSE DISPOSAL	1,751	1,760	1,734	907	1,769	35	2.00
101-42071-3433 DUES & SUBSCRIPTIONS	615	565	625	534	625	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	15,581	15,869	16,564	9,755	16,878	314	1.89
TOTAL ADULT COMMUNITY CTR	154,855	170,176	180,593	114,301	179,177	(1,417)	0.78-
TOTAL GENERAL GOVERNMENT	2,407,365	3,081,331	3,227,162	2,072,636	2,672,808	(554,354)	17.18-

101-GENERAL FUND  
 PUBLIC SAFETY  
 POLICE ADMINISTRATION

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-50151-1101 FULL TIME EMPLOYEES REGULAR	1,318,429	1,375,056	1,624,480	889,646	1,769,988	145,508	8.96
101-50151-1102 FULL TIME EMPLOYEES OVERTIME	159,660	170,550	140,760	92,855	145,335	4,575	3.25
101-50151-1103 PART TIME EMPLOYEES	18,192	42,978	56,100	14,406	47,923	( 8,177)	14.58-
101-50151-1109 MILEAGE ALLOWANCE	2,578	3,000	3,000	1,250	3,000	0	0.00
101-50151-1110 TAXABLE ALLOWANCES	95	298	250	0	100	( 150)	60.00-
101-50151-1111 SEVERANCE PAY	7,963	17,102	0	0	0	0	0.00
101-50151-1112 SICK PAY	62,914	71,105	0	20,562	0	0	0.00
101-50151-1113 VACATION PAY	102,947	103,789	0	61,151	0	0	0.00
101-50151-1114 HOLIDAY PAY	48,698	55,758	0	27,277	0	0	0.00
101-50151-1115 FLOATING HOLIDAY PAY	9,734	10,315	0	8,115	0	0	0.00
101-50151-1121 PERA CONTRIBUTIONS	260,851	271,694	285,467	185,516	323,056	37,590	13.17
101-50151-1122 FICA CONTRIBUTIONS	7,957	10,099	9,016	5,763	9,699	683	7.58
101-50151-1125 MEDICARE CONTRIBUTIONS	22,288	23,309	24,368	15,076	26,360	1,991	8.17
101-50151-1131 HEALTH INSURANCE	282,329	286,146	372,805	195,444	377,165	4,360	1.17
101-50151-1132 DENTAL INSURANCE	21,176	22,623	24,249	14,765	24,584	335	1.38
101-50151-1133 LIFE INSURANCE & LTD	3,562	6,708	3,893	2,382	4,148	255	6.55
101-50151-1135 HSA/VEBA EMPLOYER CONTRIBUTION	32,938	39,139	0	28,885	0	0	0.00
101-50151-1151 WORK COMP INSURANCE PREMIUMS	43,565	47,408	46,221	40,587	53,840	7,619	16.48
TOTAL PERSONNEL SERVICES	2,405,874	2,557,077	2,590,608	1,603,680	2,785,197	194,589	7.51
<u>SUPPLIES</u>							
101-50151-2211 GENERAL SUPPLIES	8,330	16,490	12,000	8,363	15,000	3,000	25.00
101-50151-2212 MOTOR FUELS, LUBRICANTS & ADDI	31,248	39,920	32,000	17,474	32,000	0	0.00
101-50151-2214 UNIFORMS	7,454	8,668	8,969	6,248	8,969	0	0.00
101-50151-2215 SAFETY WEAR & EQUIPMENT	2,571	3,977	4,000	6,471	4,000	0	0.00
101-50151-2221 EQUIPMENT REPAIR & MAINTENANCE	9,664	9,722	10,000	3,922	10,000	0	0.00
101-50151-2223 BUILDING REPAIR & MAINTENANCE	0	0	1,500	31,950	1,500	0	0.00
101-50151-2245 EQUIPMENT/TOOLS UP TO \$5000	15,626	17,630	28,000	3,499	49,000	21,000	75.00
TOTAL SUPPLIES	74,894	96,406	96,469	77,926	120,469	24,000	24.88
<u>OTHER OPER SERVICES/CHRG</u>							
101-50151-3311 GENERAL PROFESSIONAL SERVICES	21,972	32,544	145,000	72,207	148,210	3,210	2.21
101-50151-3312 CONSULTANT FEES	0	0	0	150	0	0	0.00
101-50151-3313 LEGAL FEES	1,050	270	1,500	7,444	1,500	0	0.00
101-50151-3321 TELEPHONE & CELLULAR PHONES	18,284	18,214	18,500	10,880	18,500	0	0.00
101-50151-3322 POSTAGE	202	28	900	18	900	0	0.00
101-50151-3331 TRAVEL, CONFERENCES AND SCHOOL	12,317	9,804	15,000	14,696	21,980	6,980	46.53
101-50151-3332 MILEAGE ALLOWANCES & REIMBURSE	80	483	300	0	300	0	0.00
101-50151-3345 ADVERTISING	1,296	0	500	0	500	0	0.00
101-50151-3361 GENERAL LIABILITY INSURANCE	45,612	46,759	41,738	20,234	41,738	0	0.00
101-50151-3363 AUTOMOTIVE INSURANCE	4,194	4,704	9,767	4,742	9,767	0	0.00
101-50151-3386 STORM WATER UTILITY	938	938	969	581	1,017	48	5.00
101-50151-3405 MAINTENANCE AGREEMENTS	16,565	30,256	12,185	7,720	33,850	21,665	177.80

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 PUBLIC SAFETY  
 POLICE ADMINISTRATION

EXPENDITURES	(------ 2019 -----)				2020		\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET			
101-50151-3416 MACHINERY & EQUIPMENT RENTAL	964	351	0	59	0	0	0.00	
101-50151-3433 DUES & SUBSCRIPTIONS	31,153	31,901	26,291	28,178	28,678	2,387	9.08	
101-50151-3434 INVESTIGATIONS	160	2,000	2,100	1,143	2,100	0	0.00	
101-50151-3436 TOWING CHARGES	11,445	15,038	15,000	5,845	15,000	0	0.00	
101-50151-3437 LICENSES AND TAXES, PERMITS	213	452	400	89	400	0	0.00	
101-50151-3439 BANK CHARGES	0	0	21,817	0	21,817	0	0.00	
TOTAL OTHER OPER SERVICES/CHRG	166,447	193,741	311,967	173,986	346,257	34,291	10.99	
<b>CAPITAL OUTLAY OVER \$500</b>								
101-50151-5540 CAPITAL OUTLAY - MACHINERY & E	0	5,109	0	0	0	0	0.00	
101-50151-5550 MOTOR VEHICLES	0	74,992	0	0	0	0	0.00	
TOTAL CAPITAL OUTLAY OVER \$500	0	80,102	0	0	0	0	0.00	
<b>TRANSFERS</b>								
TOTAL POLICE ADMINISTRATION	2,647,215	2,927,326	2,999,044	1,855,593	3,251,924	252,880	8.43	

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 PUBLIC SAFETY  
 CHEMICAL ASSESSMENT TEAM

EXPENDITURES			(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-50156-1103 PART TIME EMPLOYEES	27,658	26,732	23,678	12,001	23,678	0	0.00
101-50156-1110 TAXABLE ALLOWANCE	0	0	0	119	0	0	0.00
101-50156-1121 PERA CONTRIBUTIONS	1,431	1,420	1,173	664	1,173	0	0.00
101-50156-1122 FICA CONTRIBUTIONS	1,668	1,689	0	780	0	0	0.00
101-50156-1125 MEDICARE CONTRIBUTIONS	390	395	340	182	232	( 108)	31.80-
101-50156-1142 UNEMPLOYMENT BENEFIT PAYMENTS	1,198	0	0	14	0	0	0.00
101-50156-1151 WORK COMP INSURANCE PREMIUMS	0	0	646	549	754	108	16.72
TOTAL PERSONNEL SERVICES	32,344	30,236	25,837	14,309	25,837	0	0.00
<u>SUPPLIES</u>							
101-50156-2211 GENERAL SUPPLIES	3,704	6,435	14,362	576	14,362	0	0.00
101-50156-2212 MOTOR FUELS, LUBRICANTS & ADDI	952	765	900	319	900	0	0.00
101-50156-2215 SAFETY WEAR & EQUIPMENT	2,361	5,016	5,000	5,116	5,000	0	0.00
101-50156-2221 EQUIPMENT REPAIR & MAINTENANCE	864	526	0	172	0	0	0.00
101-50156-2245 EQUIPMENT/TOOLS UP TO \$5000	2,809	1,751	0	4,949	0	0	0.00
TOTAL SUPPLIES	10,690	14,494	20,262	11,131	20,262	0	0.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-50156-3311 GENERAL PROFESSIONAL SERVICES	3,006	2,289	0	1,969	0	0	0.00
101-50156-3321 TELEPHONE & CELLULAR PHONES	1,946	1,888	0	1,672	0	0	0.00
101-50156-3322 POSTAGE	0	1	0	0	0	0	0.00
101-50156-3331 TRAVEL, CONFERENCES, AND SCHOO	7,360	7,859	8,000	2,813	8,000	0	0.00
101-50156-3332 MILEAGE ALLOWANCES & REIMBURSE	0	98	0	41	0	0	0.00
101-50156-3361 GENERAL LIABILITY INSURANCE	348	337	295	144	295	0	0.00
101-50156-3363 AUTOMOTIVE INSURANCE	730	696	606	294	606	0	0.00
101-50156-3417 MERIT CENTER RENT	5,000	0	5,000	0	5,000	0	0.00
101-50156-3433 DUES & SUBSCRIPTIONS	400	0	0	0	0	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	18,790	13,169	13,901	6,934	13,901	0	0.00
<u>CAPITAL OUTLAY OVER \$500</u>							
TOTAL CHEMICAL ASSESSMENT TEAM	61,825	57,899	60,000	32,374	60,000	0	0.00

101-GENERAL FUND  
 PUBLIC SAFETY  
 EMERGENCY MANAGEMENT SERV

EXPENDITURES	2017	2018	(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>SUPPLIES</u>							
101-50251-2211 GENERAL SUPPLIES	1,070	0	1,000	726	1,000	0	0.00
101-50251-2221 EQUIPMENT REPAIR & MAINTENANCE	3,336	1,381	1,500	0	1,500	0	0.00
TOTAL SUPPLIES	4,406	1,381	2,500	726	2,500	0	0.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-50251-3331 TRAVEL, CONFERENCES, AND SCHOO	129	542	1,500	303	2,000	500	33.33
101-50251-3381 ELECTRIC UTILITIES	2,751	2,753	2,800	1,736	2,828	28	1.00
101-50251-3405 MAINTENANCE AGREEMENTS	2,300	2,500	2,500	2,500	2,500	0	0.00
101-50251-3433 DUES & SUBSCRIPTIONS	145	145	330	0	330	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	5,325	5,940	7,130	4,539	7,658	528	7.41
<u>CAPITAL OUTLAY OVER \$500</u>							
<u>TRANSFERS</u>							
TOTAL EMERGENCY MANAGEMENT SERV	9,730	7,320	9,630	5,265	10,158	528	5.48

101-GENERAL FUND  
 PUBLIC SAFETY  
 FIRE SERVICES

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-50352-1102 FULL TIME EMPLOYEES OVERTIME	3,281	4,566	0	3,155	0	0	0.00
101-50352-1103 PART TIME EMPLOYEES	164,742	193,208	198,798	137,436	205,259	6,461	3.25
101-50352-1131 HEALTH INSURANCE	224	333	0	0	0	0	0.00
101-50352-1151 WORK COMP INSURANCE PREMIUMS	15,879	19,971	17,063	18,944	18,188	1,125	6.59
TOTAL PERSONNEL SERVICES	184,126	218,078	215,861	159,535	223,447	7,586	3.51
<u>SUPPLIES</u>							
101-50352-2211 GENERAL SUPPLIES	9,900	9,917	10,000	6,567	10,500	500	5.00
101-50352-2212 MOTOR FUELS, LUBRICANTS & ADDI	4,910	6,597	5,000	3,179	5,000	0	0.00
101-50352-2214 UNIFORMS	287	1,930	2,500	1,656	4,000	1,500	60.00
101-50352-2221 EQUIPMENT REPAIR & MAINTENANCE	39,241	40,190	38,800	40,378	40,400	1,600	4.12
101-50352-2223 BUILDING REPAIR & MAINTENANCE	7,975	7,780	8,000	4,122	8,500	500	6.25
101-50352-2245 EQUIPMENT/TOOLS UP TO \$5000	40,615	39,207	35,700	8,815	37,200	1,500	4.20
TOTAL SUPPLIES	102,927	105,621	100,000	64,717	105,600	5,600	5.60
<u>OTHER OPER SERVICES/CHRG</u>							
101-50352-3311 GENERAL PROFESSIONAL SERVICES	14,989	19,283	25,000	24,740	27,000	2,000	8.00
101-50352-3313 LEGAL SVC	0	0	0	80	0	0	0.00
101-50352-3321 TELEPHONE & CELLULAR PHONES	1,103	1,134	1,500	736	1,500	0	0.00
101-50352-3322 POSTAGE	0	48	300	0	0	(300)	100.00-
101-50352-3331 TRAVEL, CONFERENCES AND SCHOOL	18,091	16,540	16,800	19,464	22,400	5,600	33.33
101-50352-3332 MILEAGE ALLOWANCES & REIMBURSE	353	779	2,000	2,674	3,000	1,000	50.00
101-50352-3345 ADVERTISING	702	1,207	700	892	2,000	1,300	185.71
101-50352-3361 GENERAL LIABILITY INSURANCE	4,067	3,647	3,134	1,522	3,134	0	0.00
101-50352-3363 AUTOMOTIVE INSURANCE	5,593	3,577	2,443	1,186	2,443	0	0.00
101-50352-3381 ELECTRIC UTILITIES	4,532	4,983	4,700	2,523	4,747	47	1.00
101-50352-3382 WATER UTILITIES	1,132	1,119	1,200	779	1,440	240	20.00
101-50352-3383 GAS UTILITIES	3,607	3,915	4,590	3,947	4,682	92	2.00
101-50352-3384 REFUSE DISPOSAL	1,041	0	1,020	0	1,040	20	2.00
101-50352-3385 SEWER UTILITIES	252	262	255	183	258	3	1.00
101-50352-3386 STORM WATER UTILITY	174	174	204	177	214	10	5.00
101-50352-3405 MAINTENANCE AGREEMENTS	173	37	550	0	0	(550)	100.00-
101-50352-3416 MACHINERY & EQUIPMENT RENTAL	420	491	1,000	239	1,000	0	0.00
101-50352-3418 FIRE PROTECTION (HYDRANTS)	145,000	153,048	145,000	84,583	145,000	0	0.00
101-50352-3433 DUES & SUBSCRIPTIONS	3,250	2,616	3,325	3,113	4,000	675	20.30
101-50352-3437 LICENSES AND TAXES	0	16	0	0	0	0	0.00
101-50352-3811 FIRE RELIEF ASSOCIATION	0	0	105,000	7,000	105,000	0	0.00
101-50352-3813 TRANSFERS - MSHL VOLUNTEER FIR	151,757	108,906	0	0	0	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	356,236	321,781	318,721	153,837	328,858	10,137	3.18
TOTAL FIRE SERVICES	643,288	645,479	634,582	378,090	657,905	23,323	3.68

101-GENERAL FUND  
 PUBLIC SAFETY  
 ANIMAL IMPOUNDMENT

EXPENDITURES	2017 ACTUAL	2018 ACTUAL	(------ 2019 -----)		2020 PROPOSED BUDGET	\$ INCREASE	% INCREASE
			CURRENT BUDGET	Y-T-D ACTUAL			
<u>PERSONNEL SERVICES</u>							
101-50453-1101 FULL TIME EMPLOYEES REGULAR	15,156	15,568	15,295	7,606	15,793	499	3.26
101-50453-1102 FULL TIME EMPLOYEES OVERTIME	0	50	0	493	0	0	0.00
101-50453-1103 PART TIME EMPLOYEES	1,465	581	3,823	1,300	3,947	124	3.25
101-50453-1112 SICK PAY	0	0	0	518	0	0	0.00
101-50453-1113 VACATION PAY	0	0	0	709	0	0	0.00
101-50453-1114 HOLIDAY PAY	0	71	0	224	0	0	0.00
101-50453-1121 PERA CONTRIBUTIONS	1,221	1,205	1,147	840	1,185	37	3.26
101-50453-1122 FICA CONTRIBUTIONS	839	961	1,185	658	1,224	39	3.26
101-50453-1125 MEDICARE CONTRIBUTIONS	196	225	277	154	286	9	3.26
101-50453-1131 HEALTH INSURANCE	4,554	1,510	2,452	1,072	2,556	104	4.25
101-50453-1132 DENTAL INSURANCE	336	347	362	228	380	18	5.00
101-50453-1133 LIFE INSURANCE & LTD	38	38	40	25	41	1	2.37
101-50453-1135 HSA/VEBA EMPLOYER CONTRIBUTION	467	986	0	491	0	0	0.00
101-50453-1151 WORK COMP INSURANCE PREMIUMS	132	980	896	(402)	288	(608)	67.86-
TOTAL PERSONNEL SERVICES	24,403	22,522	25,477	13,916	25,700	223	0.88
<u>SUPPLIES</u>							
101-50453-2211 GENERAL SUPPLIES	536	743	400	270	400	0	0.00
101-50453-2221 EQUIPMENT REPAIR & MAINTENANCE	20	5	5,000	0	5,000	0	0.00
101-50453-2227 OTHER REPAIRS & MAINTENANCE	0	646	700	0	700	0	0.00
101-50453-2245 EQUIPMENT/TOOLS TO \$5000	31	0	800	33	800	0	0.00
TOTAL SUPPLIES	587	1,394	6,900	303	6,900	0	0.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-50453-3311 GENERAL PROFESSIONAL SERVICES	2,282	1,632	3,000	255	3,000	0	0.00
101-50453-3321 TELEPHONE & CELLULAR PHONES	408	442	408	204	408	0	0.00
101-50453-3331 TRAVEL, CONFERENCES, AND SCHOO	0	0	350	0	350	0	0.00
101-50453-3361 GENERAL LIABILITY INSURANCE	30	35	48	24	48	0	0.00
101-50453-3381 ELECTRIC UTILITIES	1,872	2,236	1,800	1,040	1,818	18	1.00
101-50453-3382 WATER UTILITIES	198	198	200	123	240	40	20.00
101-50453-3383 GAS UTILITIES	995	961	1,020	1,086	1,040	20	2.00
101-50453-3384 REFUSE DISPOSAL	53	53	102	26	104	2	2.00
TOTAL OTHER OPER SERVICES/CHRG	5,838	5,556	6,928	2,758	7,008	80	1.16
<u>CAPITAL OUTLAY OVER \$500</u>							
TOTAL ANIMAL IMPOUNDMENT	30,828	29,472	39,305	16,977	39,609	304	0.77
TOTAL PUBLIC SAFETY	3,392,886	3,667,497	3,742,561	2,288,298	4,019,595	277,035	7.40

101-GENERAL FUND  
 PUBLIC WORKS  
 ENGINEERING

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-60162-1101 FULL TIME EMPLOYEES REGULAR	385,651	446,299	474,535	261,450	501,603	27,067	5.70
101-60162-1102 FULL TIME EMPLOYEES OVERTIME	30,232	39,618	31,926	30,332	32,964	1,038	3.25
101-60162-1103 PART TIME EMPLOYEES	24,617	6,765	10,608	7,106	10,953	345	3.25
101-60162-1109 MILEAGE ALLOWANCE	2,953	3,025	3,000	1,850	3,000	0	0.00
101-60162-1110 TAXABLE ALLOWANCES	573	1,555	1,500	17	500	( 1,000)	66.67-
101-60162-1111 SEVERANCE PAY	0	9,173	0	0	0	0	0.00
101-60162-1112 SICK PAY	12,999	43,766	0	4,023	0	0	0.00
101-60162-1113 VACATION PAY	36,381	50,017	0	27,465	0	0	0.00
101-60162-1114 HOLIDAY PAY	16,796	18,626	0	8,746	0	0	0.00
101-60162-1115 FLOATING HOLIDAY PAY	2,601	2,526	0	1,478	0	0	0.00
101-60162-1121 PERA CONTRIBUTIONS	37,161	41,301	37,985	25,928	40,092	2,108	5.55
101-60162-1122 FICA CONTRIBUTIONS	28,387	32,405	32,058	20,218	33,822	1,764	5.50
101-60162-1125 MEDICARE CONTRIBUTIONS	6,639	7,579	7,498	4,728	7,910	413	5.50
101-60162-1131 HEALTH INSURANCE	84,602	71,376	91,629	50,661	95,523	3,894	4.25
101-60162-1132 DENTAL INSURANCE	6,527	7,376	7,117	4,591	7,462	345	4.84
101-60162-1133 LIFE INSURANCE & LTD	1,080	1,193	1,122	713	1,174	51	4.58
101-60162-1135 HSA/VEBA EMPLOYER CONTRIBUTION	10,941	8,163	0	8,665	0	0	0.00
101-60162-1151 WORK COMP INSURANCE PREMIUMS	1,596	1,697	1,710	4,499	1,875	165	9.65
TOTAL PERSONNEL SERVICES	689,735	792,459	700,688	462,470	736,878	36,189	5.16
<u>SUPPLIES</u>							
101-60162-2211 GENERAL SUPPLIES	1,206	4,324	3,500	4,985	6,400	2,900	82.86
101-60162-2212 MOTOR FUELS, LUBRICANTS & ADDI	3,467	4,525	4,000	2,252	3,000	( 1,000)	25.00-
101-60162-2214 UNIFORMS	95	0	0	0	0	0	0.00
101-60162-2215 SAFETY WEAR & EQUIPMENT	412	238	500	180	500	0	0.00
101-60162-2217 COMPUTER SOFTWARE	10,385	10,197	13,000	10,920	14,650	1,650	12.69
101-60162-2221 EQUIPMENT REPAIR & MAINTENANCE	2,379	1,954	2,500	877	2,500	0	0.00
101-60162-2227 OTHER REPAIRS & MAINTENANCE	0	0	500	0	0	( 500)	100.00-
101-60162-2245 EQUIPMENT/TOOLS UP TO \$5000	1,225	44	1,500	7	1,500	0	0.00
TOTAL SUPPLIES	19,168	21,282	25,500	19,220	28,550	3,050	11.96
<u>OTHER OPER SERVICES/CHRG</u>							
101-60162-3311 GENERAL PROFESSIONAL SERVICES	1,316	1,978	1,000	1,217	1,000	0	0.00
101-60162-3312 CONSULTANT FEES	4,947	857	5,000	0	5,000	0	0.00
101-60162-3321 TELEPHONE & CELLULAR PHONES	5,770	4,772	5,000	2,424	5,000	0	0.00
101-60162-3322 POSTAGE	2	0	250	0	0	( 250)	100.00-
101-60162-3331 TRAVEL, CONFERENCES, AND SCHOO	4,273	9,398	19,000	6,565	14,310	( 4,690)	24.68-
101-60162-3332 MILEAGE ALLOWANCES & REIMBURSE	483	460	600	328	600	0	0.00
101-60162-3345 ADVERTISING	200	819	1,700	0	1,000	( 700)	41.18-
101-60162-3346 GENERAL NOTICES & PUBLIC INFO	310	0	0	0	0	0	0.00
101-60162-3361 GENERAL LIABILITY INSURANCE	6,130	1,270	1,329	646	1,329	0	0.00
101-60162-3363 AUTOMOTIVE INSURANCE	667	592	898	436	898	0	0.00
101-60162-3433 DUES & SUBSCRIPTIONS	2,512	2,827	2,000	728	2,000	0	0.00

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 PUBLIC WORKS  
 ENGINEERING

EXPENDITURES			(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
101-60162-3437 LICENSES AND TAXES	224	64	8,500	0	8,500	0	0.00
101-60162-3439 BANK CHARGES	445	0	0	0	0	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	27,278	23,037	45,277	12,345	39,637	( 5,640)	12.46-
<u>CAPITAL OUTLAY OVER \$500</u>							
101-60162-5570 INFRASTRUCTURE	0	0	0	150	0	0	0.00
TOTAL CAPITAL OUTLAY OVER \$500	0	0	0	150	0	0	0.00
<u>TRANSFERS</u>							
TOTAL ENGINEERING	736,182	836,777	771,465	494,185	805,065	33,599	4.36

101-GENERAL FUND  
 PUBLIC WORKS  
 BLDG INSP & ZONING

EXPENDITURES	(------ 2019 -----)				2020		
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET	\$ INCREASE	% INCREASE
<u>PERSONNEL SERVICES</u>							
101-60164-1101 FULL TIME EMPLOYEES REGULAR	212,098	212,347	300,075	168,280	323,197	23,122	7.71
101-60164-1102 FULL TIME EMPLOYEES OVERTIME	14,129	15,168	10,200	12,194	10,532	332	3.25
101-60164-1110 TAXABLE ALLOWANCE	418	700	750	335	700	( 50)	6.67-
101-60164-1112 SICK PAY	3,697	7,495	0	5,078	0	0	0.00
101-60164-1113 VACATION PAY	14,409	19,809	0	12,480	0	0	0.00
101-60164-1114 HOLIDAY PAY	7,958	8,453	0	5,916	0	0	0.00
101-60164-1115 FLOATING HOLIDAY PAY	1,558	1,560	0	1,218	0	0	0.00
101-60164-1121 PERA CONTRIBUTIONS	18,763	19,785	23,271	15,841	25,030	1,759	7.56
101-60164-1122 FICA CONTRIBUTIONS	14,481	14,423	19,237	11,386	20,691	1,454	7.56
101-60164-1125 MEDICARE CONTRIBUTIONS	3,387	3,373	4,499	2,663	4,839	340	7.56
101-60164-1131 HEALTH INSURANCE	60,685	60,212	78,232	42,934	81,557	3,325	4.25
101-60164-1132 DENTAL INSURANCE	4,691	4,743	5,367	3,426	5,635	268	5.00
101-60164-1133 LIFE INSURANCE & LTD	604	608	735	465	779	44	5.98
101-60164-1135 HSA/VEBA EMPLOYER CONTRIBUTION	9,180	10,245	0	7,336	0	0	0.00
101-60164-1151 WORK COMP INSURANCE PREMIUMS	718	787	1,022	2,589	1,120	98	9.59
TOTAL PERSONNEL SERVICES	366,776	379,709	443,387	292,140	474,078	30,691	6.92
<u>SUPPLIES</u>							
101-60164-2211 GENERAL SUPPLIES	456	2,642	2,000	1,262	2,000	0	0.00
101-60164-2212 MOTOR FUELS, LUBRICANTS & ADDI	1,591	2,046	1,500	1,006	1,500	0	0.00
101-60164-2215 SAFETY WEAR & EQUIPMENT	318	175	300	0	300	0	0.00
101-60164-2217 COMPUTER SOFTWARE	2,264	2,226	20,100	3,745	10,000	( 10,100)	50.25-
101-60164-2221 EQUIPMENT REPAIR & MAINTENANCE	470	636	1,000	0	1,000	0	0.00
101-60164-2227 OTHER REPAIRS & MAINTENANCE	0	0	0	370	0	0	0.00
101-60164-2245 TOOLS & EQUIPMENT UP TO \$5000	1,898	997	1,000	0	1,000	0	0.00
TOTAL SUPPLIES	6,996	8,722	25,900	6,382	15,800	( 10,100)	39.00-
<u>OTHER OPER SERVICES/CHRG</u>							
101-60164-3311 GENERAL PROFESSIONAL SERVICES	475	1,094	1,000	2,833	1,000	0	0.00
101-60164-3312 CONSULTANT FEES	150	0	1,000	0	1,000	0	0.00
101-60164-3313 LEGAL FEES	1,434	1,200	0	0	0	0	0.00
101-60164-3321 TELEPHONE & CELLULAR PHONES	3,301	2,740	3,000	1,386	2,500	( 500)	16.67-
101-60164-3331 TRAVEL, CONFERENCES, AND SCHOO	3,704	4,041	5,000	3,693	5,000	0	0.00
101-60164-3332 MILEAGE ALLOWANCES & REIMBURSE	272	9	0	168	0	0	0.00
101-60164-3345 ADVERTISING	235	0	0	0	0	0	0.00
101-60164-3346 GENERAL NOTICES & PUBLIC INFO	3,792	1,589	2,500	2,190	2,500	0	0.00
101-60164-3361 GENERAL LIABILITY INSURANCE	619	641	743	360	743	0	0.00
101-60164-3363 AUTOMOTIVE INSURANCE	345	442	776	376	776	0	0.00
101-60164-3433 DUES & SUBSCRIPTIONS	495	235	500	285	500	0	0.00
101-60164-3437 LICENSES AND TAXES	1,575	1,612	1,000	130	500	( 500)	50.00-
101-60164-3438 REFUNDS & REIMBURSEMENTS	1,600	6,800	0	0	0	0	0.00
101-60164-3439 BANK CHARGES	2,054	2,245	2,000	2,976	2,000	0	0.00
101-60164-3440 BUILDING PERMIT SURCHARGE	7,471	7,691	9,000	5,169	9,000	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	27,522	30,338	26,519	19,566	25,519	( 1,000)	3.77-
TOTAL BLDG INSP & ZONING	401,295	418,770	495,806	318,088	515,397	19,591	3.95

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 PUBLIC WORKS  
 STREET ADMINISTRATION

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-60211-1101 FULL TIME EMPLOYEES REGULAR	434,945	427,328	552,696	291,716	575,867	23,171	4.19
101-60211-1102 FULL TIME EMPLOYEES OVERTIME	7,498	45,452	12,240	55,104	12,638	398	3.25
101-60211-1103 PART TIME EMPLOYEES	16,817	15,268	14,280	4,309	14,744	464	3.25
101-60211-1110 TAXABLE ALLOWANCES	2,119	2,062	2,500	693	2,500	0	0.00
101-60211-1111 SEVERENCE PAY	0	0	0	7,230	0	0	0.00
101-60211-1112 SICK PAY	12,163	30,002	0	23,477	0	0	0.00
101-60211-1113 VACATION PAY	29,747	50,045	0	29,763	0	0	0.00
101-60211-1114 HOLIDAY PAY	15,269	15,378	0	8,874	0	0	0.00
101-60211-1115 FLOATING HOLIDAY PAY	3,389	3,577	0	1,651	0	0	0.00
101-60211-1121 PERA CONTRIBUTIONS	37,218	40,904	42,370	30,066	44,138	1,768	4.17
101-60211-1122 FICA CONTRIBUTIONS	29,511	31,487	35,911	22,959	37,401	1,490	4.15
101-60211-1125 MEDICARE CONTRIBUTIONS	6,902	7,364	8,399	5,370	8,747	348	4.15
101-60211-1131 HEALTH INSURANCE	110,085	123,043	137,736	74,664	163,595	25,859	18.77
101-60211-1132 DENTAL INSURANCE	9,558	9,594	10,733	5,242	9,172	( 1,562)	14.55-
101-60211-1133 LIFE INSURANCE & LTD	1,240	1,238	1,342	827	1,439	97	7.20
101-60211-1135 HSA/VEBA EMPLOYER CONTRIBUTION	14,208	14,718	0	11,174	0	0	0.00
101-60211-1151 WORK COMP INSURANCE PREMIUMS	27,867	23,970	27,910	24,489	30,290	2,380	8.53
TOTAL PERSONNEL SERVICES	758,537	841,430	846,118	597,608	900,531	54,413	6.43
<u>SUPPLIES</u>							
101-60211-2211 GENERAL SUPPLIES	6,426	10,083	14,500	8,216	15,500	1,000	6.90
101-60211-2212 MOTOR FUELS, LUBRICANTS & ADDI	31,652	64,032	43,300	60,818	47,800	4,500	10.39
101-60211-2214 UNIFORMS	315	158	300	27	300	0	0.00
101-60211-2215 SAFETY WEAR & EQUIPMENT	7,293	2,926	5,750	1,951	6,400	650	11.30
101-60211-2221 EQUIPMENT REPAIR & MAINTENANCE	58,181	81,143	71,500	75,599	74,000	2,500	3.50
101-60211-2223 BUILDING REPAIR & MAINTENANCE	4,764	2,496	9,500	444	9,200	( 300)	3.16-
101-60211-2227 OTHER REPAIRS & MAINTENANCE	282,751	373,917	290,100	226,473	306,600	16,500	5.69
101-60211-2245 EQUIPMENT/TOOLS UP TO \$5000	10,363	6,248	6,300	1,203	4,000	( 2,300)	36.51-
TOTAL SUPPLIES	401,744	541,004	441,250	374,731	463,800	22,550	5.11
<u>OTHER OPER SERVICES/CHRG</u>							
101-60211-3311 GENERAL PROFESSIONAL SERVICES	8,133	10,084	18,500	110,214	31,700	13,200	71.35
101-60211-3312 CONSULTANT FEES	0	450	0	0	0	0	0.00
101-60211-3313 LEGAL FEES	930	365	0	0	0	0	0.00
101-60211-3321 TELEPHONE & CELLULAR PHONES	3,123	3,127	3,200	1,869	3,200	0	0.00
101-60211-3322 POSTAGE	77	2	100	0	100	0	0.00
101-60211-3323 ALARMS	898	996	800	0	900	100	12.50
101-60211-3331 TRAVEL, CONFERENCES, AND SCHOO	2,260	500	1,250	100	600	( 650)	52.00-
101-60211-3332 MILEAGE ALLOWANCES & REIMBURSE	32	24	50	0	50	0	0.00
101-60211-3345 ADVERTISING	777	798	800	131	500	( 300)	37.50-
101-60211-3361 GENERAL LIABILITY INSURANCE	9,276	9,798	10,381	5,142	10,381	0	0.00
101-60211-3363 AUTOMOTIVE INSURANCE	3,844	3,227	3,564	1,730	3,564	0	0.00
101-60211-3381 ELECTRIC UTILITIES	5,435	6,066	5,800	3,425	5,858	58	1.00

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 PUBLIC WORKS  
 STREET ADMINISTRATION

EXPENDITURES			(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
101-60211-3382 WATER UTILITIES	834	905	900	509	1,080	180	20.00
101-60211-3383 GAS UTILITIES	3,034	3,116	4,080	4,164	4,162	82	2.00
101-60211-3384 REFUSE DISPOSAL	3,424	3,732	4,386	1,495	4,474	88	2.00
101-60211-3416 MACHINERY & EQUIPMENT RENTAL	8,200	56,578	5,075	27,135	23,000	17,925	353.20
101-60211-3437 LICENSES AND TAXES	6,361	6,226	6,200	5,761	6,200	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	56,637	105,996	65,086	161,674	95,768	30,682	47.14
CAPITAL OUTLAY OVER \$500							
TRANSFERS							
TOTAL STREET ADMINISTRATION	1,216,917	1,488,429	1,352,454	1,134,014	1,460,099	107,645	7.96

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 PUBLIC WORKS  
 AIRPORT

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-60364-1101 FULL TIME EMPLOYEES REGULAR	86,176	102,214	125,601	80,542	141,174	15,573	12.40
101-60364-1102 FULL TIME EMPLOYEES OVERTIME	752	6,420	3,570	12,542	3,686	116	3.25
101-60364-1103 PART TIME EMPLOYEES	12,741	14,030	32,640	26,151	33,701	1,061	3.25
101-60364-1110 TAXABLE ALLOWANCE	1,001	912	1,050	315	1,050	0	0.00
101-60364-1112 SICK PAY	1,517	2,179	0	340	0	0	0.00
101-60364-1113 VACATION PAY	14,062	11,697	0	4,711	0	0	0.00
101-60364-1114 HOLIDAY PAY	6,393	7,044	0	2,824	0	0	0.00
101-60364-1115 FLOATING HOLIDAY PAY	706	1,070	0	174	0	0	0.00
101-60364-1121 PERA CONTRIBUTIONS	8,089	9,751	9,688	7,847	10,864	1,177	12.15
101-60364-1122 FICA CONTRIBUTIONS	6,669	7,904	10,032	7,225	11,071	1,038	10.35
101-60364-1125 MEDICARE CONTRIBUTIONS	1,560	1,849	2,346	1,690	2,589	243	10.35
101-60364-1131 HEALTH INSURANCE	28,998	34,401	40,297	24,756	42,010	1,713	4.25
101-60364-1132 DENTAL INSURANCE	2,143	2,533	2,533	1,737	2,659	127	5.00
101-60364-1133 LIFE INSURANCE & LTD	274	308	316	218	346	30	9.36
101-60364-1135 HSA/VEBA EMPLOYER CONTRIBUTION	3,018	4,011	0	3,001	0	0	0.00
101-60364-1151 WORK COMP INSURANCE PREMIUMS	4,510	9,269	7,904	2,307	4,981	( 2,923)	36.98-
TOTAL PERSONNEL SERVICES	178,608	215,591	235,978	176,381	254,131	18,154	7.69
<u>SUPPLIES</u>							
101-60364-2211 GENERAL SUPPLIES	13,970	14,388	14,000	11,356	16,600	2,600	18.57
101-60364-2212 MOTOR FUELS, LUBRICANTS & ADDI	8,791	17,515	13,000	15,926	14,000	1,000	7.69
101-60364-2214 UNIFORMS	0	10	0	35	100	100	0.00
101-60364-2215 SAFETY WEAR & EQUIPMENT	2,055	2,164	1,500	655	2,025	525	35.00
101-60364-2221 EQUIPMENT REPAIR & MAINTENANCE	10,710	15,519	15,000	15,628	18,600	3,600	24.00
101-60364-2223 BUILDING REPAIR & MAINTENANCE	14,102	3,912	8,500	2,482	12,250	3,750	44.12
101-60364-2227 OTHER REPAIRS & MAINTENANCE	7,379	17,580	16,000	2,812	11,500	( 4,500)	28.13-
101-60364-2245 EQUIPMENT/TOOLS UP TO \$5000	1,273	2,020	2,000	496	2,000	0	0.00
TOTAL SUPPLIES	58,279	73,109	70,000	49,389	77,075	7,075	10.11
<u>OTHER OPER SERVICES/CHRG</u>							
101-60364-3311 GENERAL PROFESSIONAL SERVICES	8,325	4,980	10,000	8,573	14,100	4,100	41.00
101-60364-3312 CONSULTANT FEES	104,321	6,311	1,000	992	2,500	1,500	150.00
101-60364-3313 LEGAL FEES	10,118	640	500	2,236	3,000	2,500	500.00
101-60364-3321 TELEPHONE	6,373	6,602	6,200	4,652	6,200	0	0.00
101-60364-3323 ALARMS	2,389	2,980	1,000	345	1,000	0	0.00
101-60364-3331 TRAVEL, CONFERENCES, AND SCHOO	1,368	463	1,500	0	1,500	0	0.00
101-60364-3332 MILEAGE ALLOWANCES & REIMBURSE	168	0	150	0	150	0	0.00
101-60364-3345 ADVERTISING	929	673	250	0	250	0	0.00
101-60364-3361 GENERAL LIABILITY INSURANCE	33,479	32,415	34,313	16,658	34,313	0	0.00
101-60364-3363 AUTOMOTIVE INSURANCE	1,565	1,526	1,933	938	1,933	0	0.00
101-60364-3381 ELECTRIC UTILITIES	45,922	48,129	45,000	29,584	45,450	450	1.00
101-60364-3382 WATER UTILITIES	4,421	4,052	5,000	2,461	6,000	1,000	20.00
101-60364-3383 GAS UTILITIES	18,662	20,479	25,500	20,249	26,010	510	2.00

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 PUBLIC WORKS  
 AIRPORT

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
101-60364-3384 REFUSE DISPOSAL	2,909	2,938	3,264	1,665	3,329	65	2.00
101-60364-3385 SEWER UTILITIES	345	278	357	166	361	4	1.00
101-60364-3386 STORM WATER UTILITY	900	900	918	542	964	46	5.00
101-60364-3416 MACHINERY & EQUIPMENT RENTAL	995	1,011	1,000	0	1,000	0	0.00
101-60364-3433 DUES & SUBSCRIPTIONS	219	474	500	150	250	( 250)	50.00-
101-60364-3437 LICENSES AND TAXES	<u>12,794</u>	<u>14,974</u>	<u>15,000</u>	<u>10,701</u>	<u>11,080</u>	<u>( 3,920)</u>	<u>26.13-</u>
TOTAL OTHER OPER SERVICES/CHRG	256,200	149,824	153,385	99,912	159,390	6,005	3.91
CAPITAL OUTLAY OVER \$500	-----	-----	-----	-----	-----	-----	-----
DEPT SERVICE	-----	-----	-----	-----	-----	-----	-----
TRANSFERS	-----	-----	-----	-----	-----	-----	-----
TOTAL AIRPORT	493,087	438,523	459,363	325,682	490,596	31,233	6.80

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 PUBLIC WORKS  
 STREET LIGHTING

EXPENDITURES	2017	2018	(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>OTHER OPER SERVICES/CHRG</u>							
101-60465-3361 GENERAL LIABILITY INSURANCE	305	227	0	0	0	0	0.00
101-60465-3381 ELECTRIC UTILITIES	<u>241,575</u>	<u>233,527</u>	<u>241,575</u>	<u>140,919</u>	<u>243,991</u>	<u>2,416</u>	<u>1.00</u>
TOTAL OTHER OPER SERVICES/CHRG	241,880	233,754	241,575	140,919	243,991	2,416	1.00
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TOTAL STREET LIGHTING	241,880	233,754	241,575	140,919	243,991	2,416	1.00
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TOTAL PUBLIC WORKS	3,089,361	3,416,253	3,320,663	2,412,887	3,515,148	194,485	5.86

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 AQUATIC CENTER

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70176-1103 PART TIME EMPLOYEES	83,405	87,327	102,660	77,700	105,996	3,336	3.25
101-70176-1110 TAXABLE ALLOWANCES	14	0	0	0	0	0	0.00
101-70176-1122 FICA CONTRIBUTIONS	5,273	5,497	6,365	4,931	6,572	207	3.25
101-70176-1125 MEDICARE CONTRIBUTIONS	1,233	1,286	1,489	1,153	1,537	48	3.25
101-70176-1151 WORK COMP INSURANCE PREMIUMS	2,662	6,497	7,398	(1,629)	4,006	(3,392)	45.85-
TOTAL PERSONNEL SERVICES	92,587	100,607	117,911	82,156	118,111	200	0.17
<u>SUPPLIES</u>							
101-70176-2211 GENERAL SUPPLIES	31,790	35,995	36,000	30,183	37,500	1,500	4.17
101-70176-2221 EQUIPMENT REPAIR & MAINTENANCE	11,613	8,149	12,000	1,744	10,000	(2,000)	16.67-
101-70176-2223 BUILDING REPAIR & MAINTENANCE	4,150	20,927	7,000	1,862	7,000	0	0.00
101-70176-2227 OTHER REPAIRS & MAINTENANCE	6,287	4,775	5,600	1,098	5,600	0	0.00
101-70176-2245 EQUIPMENT/TOOLS UP TO \$5000	900	4,500	4,500	3,899	4,500	0	0.00
101-70176-2254 GEN MDSE PURCHASES	11,701	11,475	12,000	14,720	12,000	0	0.00
TOTAL SUPPLIES	66,441	85,820	77,100	53,506	76,600	(500)	0.65-
<u>OTHER OPER SERVICES/CHRG</u>							
101-70176-3311 GENERAL PROFESSIONAL SERVICES	2,739	0	42,000	16,403	10,000	(32,000)	76.19-
101-70176-3321 TELEPHONE	1,478	685	1,500	517	1,500	0	0.00
101-70176-3323 ALARMS	239	263	300	263	300	0	0.00
101-70176-3331 TRAVEL, CONFERENCES, AND SCHOO	1,424	0	0	0	0	0	0.00
101-70176-3361 GENERAL LIABILITY INSURANCE	7,245	7,002	7,324	3,556	7,324	0	0.00
101-70176-3381 ELECTRIC UTILITIES	12,155	13,290	13,000	4,444	13,130	130	1.00
101-70176-3382 WATER UTILITIES	16,482	16,090	18,000	9,060	21,600	3,600	20.00
101-70176-3383 GAS UTILITIES	7,126	5,814	8,160	4,429	8,323	163	2.00
101-70176-3384 REFUSE DISPOSAL	2,371	257	459	246	468	9	2.00
101-70176-3385 SEWER UTILITIES	239	317	255	251	258	3	1.00
101-70176-3437 LICENSES AND TAXES	7,428	695	7,000	0	0	(7,000)	100.00-
101-70176-3439 BANK CHARGES	0	0	0	169	500	500	0.00
TOTAL OTHER OPER SERVICES/CHRG	58,925	44,413	97,998	39,340	63,403	(34,595)	35.30-
TOTAL AQUATIC CENTER	217,953	230,840	293,009	175,001	258,114	(34,895)	11.91-

101-GENERAL FUND  
 COMMUNITY SERVICES  
 PARK MAINTENANCE & DEVEL.

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70276-1101 FULL TIME EMPLOYEES REGULAR	171,061	200,375	235,506	138,171	251,159	15,653	6.65
101-70276-1102 FULL TIME EMPLOYEES OVERTIME	4,865	4,319	6,273	6,718	6,477	204	3.25
101-70276-1103 PART TIME EMPLOYEES	74,430	72,975	89,760	71,386	92,677	2,917	3.25
101-70276-1110 TAXABLE ALLOWANCES	1,228	1,397	1,000	713	1,000	0	0.00
101-70276-1111 SEVERANCE PAY	0	6,709	0	0	0	0	0.00
101-70276-1112 SICK PAY	3,959	16,954	0	1,294	0	0	0.00
101-70276-1113 VACATION PAY	9,094	20,927	0	4,316	0	0	0.00
101-70276-1114 HOLIDAY PAY	6,804	8,426	0	4,031	0	0	0.00
101-70276-1115 FLOATING HOLIDAY PAY	1,194	1,394	0	600	0	0	0.00
101-70276-1121 PERA CONTRIBUTIONS	14,292	16,665	15,019	12,135	19,323	4,304	28.66
101-70276-1122 FICA CONTRIBUTIONS	15,896	17,447	17,981	13,911	21,719	3,739	20.79
101-70276-1125 MEDICARE CONTRIBUTIONS	3,718	4,081	4,205	3,253	5,080	874	20.79
101-70276-1131 HEALTH INSURANCE	34,870	35,852	46,552	15,312	28,525	( 18,026)	38.72-
101-70276-1132 DENTAL INSURANCE	2,560	2,745	2,836	1,505	2,334	( 503)	17.72-
101-70276-1133 LIFE INSURANCE & LTD	486	559	574	360	619	45	7.90
101-70276-1135 HSA/VEBA EMPLOYER CONTRIBUTION	4,375	5,250	0	2,333	0	0	0.00
101-70276-1142 UNEMPLOYMENT BENEFIT PAYMENTS	0	0	0	480	0	0	0.00
101-70276-1151 WORK COMP INSURANCE PREMIUMS	12,460	10,251	6,304	13,603	10,572	4,268	67.70
TOTAL PERSONNEL SERVICES	361,291	426,326	426,009	290,120	439,485	13,476	3.16
<u>SUPPLIES</u>							
101-70276-2211 GENERAL SUPPLIES	52,041	61,122	55,000	53,272	58,500	3,500	6.36
101-70276-2212 MOTOR FUELS, LUBRICANTS & ADDI	9,385	16,134	13,000	11,339	14,000	1,000	7.69
101-70276-2215 SAFETY WEAR & EQUIPMENT	578	638	575	406	575	0	0.00
101-70276-2221 EQUIPMENT REPAIR & MAINTENANCE	17,699	12,550	18,000	15,051	19,000	1,000	5.56
101-70276-2223 BUILDING REPAIR & MAINTENANCE	7,934	12,611	15,600	1,960	15,600	0	0.00
101-70276-2227 OTHER REPAIRS & MAINTENANCE	81,941	120,904	150,000	80,386	150,000	0	0.00
101-70276-2245 EQUIPMENT/TOOLS UP TO \$5000	10,812	9,873	12,000	16,288	14,000	2,000	16.67
101-70276-2254 GEN MDSE PURCHASES	0	12,189	19,000	14,514	17,000	( 2,000)	10.53-
TOTAL SUPPLIES	180,391	246,021	283,175	193,215	288,675	5,500	1.94
<u>OTHER OPER SERVICES/CHRG</u>							
101-70276-3311 GENERAL PROFESSIONAL SERVICES	354	411	500	977	0	( 500)	100.00-
101-70276-3321 TELEPHONE	5,499	5,818	5,500	3,675	5,500	0	0.00
101-70276-3331 TRAVEL, CONFERENCES, AND SCHOO	5,950	0	750	0	750	0	0.00
101-70276-3332 MILEAGE ALLOWANCES & REIMBURSE	141	0	0	0	0	0	0.00
101-70276-3345 ADVERTISING	218	0	400	0	0	( 400)	100.00-
101-70276-3361 GENERAL LIABILITY INSURANCE	18,118	17,618	18,827	9,140	18,827	0	0.00
101-70276-3363 AUTOMOTIVE INSURANCE	1,087	1,407	1,839	892	1,839	0	0.00
101-70276-3381 ELECTRIC UTILITIES	25,923	26,679	26,000	16,355	26,260	260	1.00
101-70276-3382 WATER UTILITIES	24,852	15,128	25,000	7,637	30,000	5,000	20.00
101-70276-3383 GAS UTILITIES	1,248	1,290	1,530	1,275	1,561	31	2.00
101-70276-3384 REFUSE DISPOSAL	3,697	3,158	4,080	1,528	4,162	82	2.00

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 PARK MAINTENANCE & DEVEL.

EXPENDITURES	2017	2018	(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
101-70276-3385 SEWER UTILITIES	360	294	408	167	412	4	1.00
101-70276-3405 MAINTENANCE AGREEMENTS	0	0	0	1,127	2,500	2,500	0.00
101-70276-3416 MACHINERY & EQUIPMENT RENTAL	371	789	1,500	186	1,500	0	0.00
101-70276-3437 LICENSES AND TAXES	1,330	1,724	2,300	1,069	2,300	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	89,148	74,316	88,634	44,025	95,610	6,976	7.87
<b>CAPITAL OUTLAY OVER \$500</b>							
101-70276-5530 CAPITAL OUTLAY - IMPR OTHER TH	0	5,764	0	0	0	0	0.00
TOTAL CAPITAL OUTLAY OVER \$500	0	5,764	0	0	0	0	0.00
<b>TRANSFERS</b>							
TOTAL PARK MAINTENANCE & DEVEL.	630,830	752,428	797,818	527,360	823,771	25,952	3.25

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 MUNICIPAL BAND

EXPENDITURES			(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70377-1103 PART TIME EMPLOYEES	9,486	8,594	9,870	9,431	10,490	620	6.29
101-70377-1122 FICA CONTRIBUTIONS	611	533	612	585	650	38	6.29
101-70377-1125 MEDICARE CONTRIBUTIONS	143	125	143	137	152	9	6.29
101-70377-1151 WORK COMP INSURANCE PREMIUMS	254	33	309	206	311	2	0.65
TOTAL PERSONNEL SERVICES	10,493	9,284	10,934	10,358	11,603	670	6.13
<u>SUPPLIES</u>							
101-70377-2211 GENERAL SUPPLIES	259	1,586	400	182	0	( 400)	100.00-
TOTAL SUPPLIES	259	1,586	400	182	0	( 400)	100.00-
<u>OTHER OPER SERVICES/CHRG</u>							
101-70377-3361 GENERAL LIABILITY INSURANCE	202	201	202	98	202	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	202	201	202	98	202	0	0.00
TOTAL MUNICIPAL BAND	10,954	11,071	11,536	10,638	11,805	270	2.34

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 LIBRARY

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<hr/>							
OTHER OPER SERVICES/CHRG							
101-70437-3820 LIBRARY APPROPRIATION	0	0	0	0	655,134	655,134	0.00
TOTAL OTHER OPER SERVICES/CHRG	0	0	0	0	655,134	655,134	0.00
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TOTAL LIBRARY	0	0	0	0	655,134	655,134	0.00

101-GENERAL FUND  
COMMUNITY SERVICES  
COMM SERVICES ADMIN

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70675-1101 FULL TIME EMPLOYEES REGULAR	176,632	177,349	222,615	114,048	236,051	13,436	6.04
101-70675-1102 FULL TIME EMPLOYEES OVERTIME	73	0	0	0	0	0	0.00
101-70675-1103 PART TIME EMPLOYEES	4,372	5,723	10,200	4,469	10,532	332	3.25
101-70675-1112 SICK PAY	4,370	9,636	0	9,521	0	0	0.00
101-70675-1113 VACATION PAY	9,962	16,547	0	10,112	0	0	0.00
101-70675-1114 HOLIDAY PAY	7,440	8,331	0	4,053	0	0	0.00
101-70675-1115 FLOATING HOLIDAY PAY	1,122	775	0	844	0	0	0.00
101-70675-1121 PERA CONTRIBUTIONS	14,774	15,873	16,696	10,771	17,704	1,008	6.04
101-70675-1122 FICA CONTRIBUTIONS	11,560	12,379	14,435	8,314	15,288	854	5.91
101-70675-1125 MEDICARE CONTRIBUTIONS	2,703	2,895	3,376	1,944	3,575	200	5.91
101-70675-1131 HEALTH INSURANCE	27,349	29,144	35,536	18,952	37,046	1,510	4.25
101-70675-1132 DENTAL INSURANCE	2,679	2,876	2,836	1,826	2,967	131	4.60
101-70675-1133 LIFE INSURANCE & LTD	462	484	512	319	538	26	4.98
101-70675-1135 HSA/VEBA EMPLOYER CONTRIBUTION	4,731	5,450	0	4,000	0	0	0.00
101-70675-1151 WORK COMP INSURANCE PREMIUMS	3,692	653	2,580	2,831	3,948	1,368	53.02
TOTAL PERSONNEL SERVICES	271,922	288,116	308,786	192,006	327,649	18,863	6.11
<u>SUPPLIES</u>							
101-70675-2211 GENERAL SUPPLIES	4,048	1,323	4,000	5,492	5,000	1,000	25.00
101-70675-2212 MOTOR FUELS, LUBRICANTS & ADDI	154	242	600	479	500	( 100)	16.67-
101-70675-2217 COMPUTER SOTWARE	14,640	5,817	8,000	5,567	8,000	0	0.00
101-70675-2221 EQUIPMENT REPAIR & MAINTENANCE	0	0	0	47	1,000	1,000	0.00
101-70675-2245 EQUIPMENT/TOOLS UP TO \$5000	0	0	0	0	1,000	1,000	0.00
TOTAL SUPPLIES	18,842	7,382	12,600	11,585	15,500	2,900	23.02
<u>OTHER OPER SERVICES/CHRG</u>							
101-70675-3311 GENERAL PROFESSIONAL SERVICES	4,901	2,252	5,000	0	6,000	1,000	20.00
101-70675-3321 TELEPHONE & CELLULAR PHONES	3,105	3,392	4,300	2,002	4,000	( 300)	6.98-
101-70675-3322 POSTAGE	2,841	3,198	3,000	1,046	3,200	200	6.67
101-70675-3331 TRAVEL, CONFERENCES AND SCHOOL	1,928	1,351	2,900	621	3,200	300	10.34
101-70675-3332 MILEAGE ALLOWANCES & REIMBURSE	419	206	600	153	750	150	25.00
101-70675-3345 ADVERTISING	60	270	300	0	0	( 300)	100.00-
101-70675-3352 BROCHURES, MAPS, REPORTS	17,297	17,806	21,000	5,464	20,000	( 1,000)	4.76-
101-70675-3361 GENERAL LIABILITY INSURANCE	491	745	1,508	732	1,508	0	0.00
101-70675-3363 AUTOMOTIVE INSURANCE	22	104	161	78	161	0	0.00
101-70675-3433 DUES & SUBSCRIPTIONS	1,128	1,023	900	1,513	1,500	600	66.67
101-70675-3439 BANK CHARGES	12,375	9,015	14,000	6,760	14,000	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	44,566	39,361	53,669	18,368	54,319	650	1.21
TOTAL COMM SERVICES ADMIN	335,330	334,859	375,055	221,959	397,468	22,413	5.98

101-GENERAL FUND  
 COMMUNITY SERVICES  
 CS YOUTH ACTIVITIES

EXPENDITURES	2017 ACTUAL	2018 ACTUAL	(------ 2019 -----)		2020 PROPOSED BUDGET	\$ INCREASE	% INCREASE
			CURRENT BUDGET	Y-T-D ACTUAL			
<u>PERSONNEL SERVICES</u>							
101-70772-1103 PART TIME EMPLOYEES	10,644	8,096	13,388	2,145	13,823	435	3.25
101-70772-1121 PERA CONTRIBUTIONS	80	98	0	4	0	0	0.00
101-70772-1122 FICA CONTRIBUTIONS	663	500	830	135	857	27	3.25
101-70772-1125 MEDICARE CONTRIBUTIONS	155	117	194	32	200	6	3.25
101-70772-1151 WORK COMP INSURANCE PREMIUMS	0	56	253	305	424	171	67.59
TOTAL PERSONNEL SERVICES	11,542	8,867	14,665	2,620	15,304	639	4.36
<u>SUPPLIES</u>							
101-70772-2211 GENERAL SUPPLIES	1,166	1,300	1,400	524	1,600	200	14.29
TOTAL SUPPLIES	1,166	1,300	1,400	524	1,600	200	14.29
<u>OTHER OPER SERVICES/CHRG</u>							
101-70772-3311 GENERAL PROFESSIONAL SERVICES	8,500	8,500	8,500	8,500	8,500	0	0.00
101-70772-3314 INSTRUCTORS FEES	54	0	0	56	0	0	0.00
101-70772-3361 GENERAL LIABILITY INSURANCE	34	26	0	0	0	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	8,588	8,526	8,500	8,556	8,500	0	0.00
<u>CAPITAL OUTLAY OVER \$500</u>							
TOTAL CS YOUTH ACTIVITIES	21,296	18,693	24,565	11,701	25,404	839	3.42

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 CS GENERAL-OTHER

EXPENDITURES	2017 ACTUAL	2018 ACTUAL	(------ 2019 -----)		2020 PROPOSED BUDGET	\$ INCREASE	% INCREASE
			CURRENT BUDGET	Y-T-D ACTUAL			
<u>PERSONNEL SERVICES</u>							
101-70774-1103 PART TIME EMPLOYEES	593	0	1,046	0	1,079	34	3.25
101-70774-1122 FICA CONTRIBUTIONS	37	0	65	0	67	2	3.26
101-70774-1125 MEDICARE CONTRIBUTIONS	9	0	15	0	16	0	3.23
101-70774-1151 WORK COMP INSURANCE PREMIUMS	0	0	20	25	33	13	65.00
TOTAL PERSONNEL SERVICES	638	0	1,145	25	1,195	50	4.33
<u>SUPPLIES</u>							
101-70774-2211 GENERAL SUPPLIES	13,692	14,068	15,000	13,941	15,000	0	0.00
TOTAL SUPPLIES	13,692	14,068	15,000	13,941	15,000	0	0.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-70774-3361 GENERAL LIABILITY INSURANCE	963	715	0	0	0	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	963	715	0	0	0	0	0.00
TOTAL CS GENERAL-OTHER	15,293	14,783	16,145	13,966	16,195	50	0.31

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 COMM ED-SUMMER

EXPENDITURES	2017		2018		2019		2020	
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET	\$ INCREASE	% INCREASE	
<u>PERSONNEL SERVICES</u>								
101-70871-1101 FULL TIME EMPLOYEES REGULAR	19,675	11,559	16,283	12,419	17,893	1,610	9.89	
101-70871-1103 PART TIME EMPLOYEES	25,587	36,471	28,560	38,029	29,488	928	3.25	
101-70871-1112 SICK PAY	0	441	0	120	0	0	0.00	
101-70871-1113 VACATION PAY	2,522	0	0	384	0	0	0.00	
101-70871-1114 HOLIDAY PAY	504	353	0	372	0	0	0.00	
101-70871-1121 PERA CONTRIBUTIONS	1,703	927	1,221	997	1,342	121	9.89	
101-70871-1122 FICA CONTRIBUTIONS	2,723	3,023	2,780	3,170	2,938	157	5.66	
101-70871-1125 MEDICARE CONTRIBUTIONS	637	707	650	741	687	37	5.66	
101-70871-1131 HEALTH INSURANCE	5,783	2	0	0	0	0	0.00	
101-70871-1132 DENTAL INSURANCE	378	477	398	302	418	20	5.00	
101-70871-1133 LIFE INSURANCE & LTD	54	44	43	31	46	3	7.09	
101-70871-1151 WORK COMP INSURANCE PREMIUMS	1,252	1,222	848	1,907	1,421	573	67.57	
TOTAL PERSONNEL SERVICES	60,818	55,226	50,783	58,473	54,233	3,449	6.79	
<u>SUPPLIES</u>								
101-70871-2211 GENERAL SUPPLIES	2,054	1,072	2,500	1,729	3,000	500	20.00	
TOTAL SUPPLIES	2,054	1,072	2,500	1,729	3,000	500	20.00	
<u>OTHER OPER SERVICES/CHRG</u>								
101-70871-3311 PROFESSIONAL SERVICES	0	25	0	0	0	0	0.00	
101-70871-3314 INSTRUCTORS FEES	3,233	2,531	4,500	2,599	5,000	500	11.11	
101-70871-3321 TELEPHONE & CELLULAR PHONES	120	10	120	0	0	(120)	100.00-	
101-70871-3438 REFUNDS & REIMBURSEMENTS	25	35	250	80	250	0	0.00	
TOTAL OTHER OPER SERVICES/CHRG	3,378	2,601	4,870	2,679	5,250	380	7.80	
TOTAL COMM ED-SUMMER	66,250	58,899	58,153	62,881	62,483	4,329	7.44	

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 COMM ED-FALL

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70873-1101 FULL TIME EMPLOYEES REGULAR	18,216	13,051	16,283	0	17,893	1,610	9.89
101-70873-1103 PART TIME EMPLOYEES	10,652	16,053	13,260	1,009	13,691	431	3.25
101-70873-1112 SICK PAY	126	557	0	0	0	0	0.00
101-70873-1113 VACATION PAY	1,852	195	0	0	0	0	0.00
101-70873-1114 HOLIDAY PAY	1,296	836	0	0	0	0	0.00
101-70873-1115 FLOATING HOLIDAY PAY	130	130	0	0	0	0	0.00
101-70873-1121 PERA CONTRIBUTIONS	1,608	1,157	1,221	0	1,342	121	9.89
101-70873-1122 FICA CONTRIBUTIONS	1,725	1,940	1,832	63	1,958	127	6.91
101-70873-1125 MEDICARE CONTRIBUTIONS	403	454	428	15	458	30	6.91
101-70873-1131 HEALTH INSURANCE	5,610	314	0	0	0	0	0.00
101-70873-1132 DENTAL INSURANCE	367	372	398	0	418	20	5.00
101-70873-1133 LIFE INSURANCE & LTD	53	38	43	0	46	3	7.09
101-70873-1142 UNEMPLOYMENT BENEFITS	0	0	0	2	0	0	0.00
101-70873-1151 WORK COMP INSURANCE PREMIUMS	1,000	977	558	1,331	936	378	67.74
TOTAL PERSONNEL SERVICES	43,038	36,074	34,023	2,420	36,742	2,719	7.99
<u>SUPPLIES</u>							
101-70873-2211 GENERAL SUPPLIES	4,372	3,875	5,500	1,126	5,500	0	0.00
TOTAL SUPPLIES	4,372	3,875	5,500	1,126	5,500	0	0.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-70873-3311 GENERAL PROFESSIONAL SVC	25	14	0	0	0	0	0.00
101-70873-3314 INSTRUCTORS FEES	6,865	5,429	4,000	2,315	4,500	500	12.50
101-70873-3321 TELEPHONE & CELLULAR PHONE	120	10	120	0	0	(120)	100.00-
101-70873-3331 TRAVEL, CONFERENCES AND SCHOOL	0	170	0	0	650	650	0.00
101-70873-3433 DUES & SUBSCRIPTIONS	15	0	0	0	0	0	0.00
101-70873-3438 REFUNDS & REIMBURSEMENTS	248	215	250	0	250	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	7,273	5,838	4,370	2,315	5,400	1,030	23.57
TOTAL COMM ED-FALL	54,683	45,787	43,893	5,860	47,642	3,749	8.54

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 COMM ED-WINTER

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70879-1101 FULL TIME EMPLOYEES REGULAR	19,230	3,589	16,283	15,144	17,893	1,610	9.89
101-70879-1103 PART TIME EMPLOYEES	17,393	3,603	20,510	4,425	21,177	667	3.25
101-70879-1111 SEVERANCE PAY	0	8,463	0	0	0	0	0.00
101-70879-1112 SICK PAY	0	32,444	0	793	0	0	0.00
101-70879-1113 VACATION PAY	1,278	12,680	0	479	0	0	0.00
101-70879-1114 HOLIDAY PAY	504	476	0	504	0	0	0.00
101-70879-1115 FLOATING HOLIDAY PAY	0	22	0	0	0	0	0.00
101-70879-1121 PERA CONTRIBUTIONS	1,537	395	1,221	1,350	1,342	121	9.89
101-70879-1122 FICA CONTRIBUTIONS	2,068	496	2,281	1,373	2,422	141	6.19
101-70879-1125 MEDICARE CONTRIBUTIONS	484	116	534	321	567	33	6.19
101-70879-1131 HEALTH INSURANCE	5,972 (	910)	0	0	0	0	0.00
101-70879-1132 DENTAL INSURANCE	390 (	33)	398	472	418	20	5.00
101-70879-1133 LIFE INSURANCE & LTD	55	1	43	49	46	3	7.09
101-70879-1135 HSA/VEBA EMPLOYER CONTRIBUTION	100	0	0	0	0	0	0.00
101-70879-1151 WORK COMP INSURANCE PREMIUMS	1,104	1,079	695	1,608	1,166	471	67.77
TOTAL PERSONNEL SERVICES	50,113	62,422	41,965	26,518	45,030	3,066	7.31
<u>SUPPLIES</u>							
101-70879-2211 GENERAL SUPPLIES	4,133	3,268	3,200	879	3,500	300	9.38
TOTAL SUPPLIES	4,133	3,268	3,200	879	3,500	300	9.38
<u>OTHER OPER SERVICES/CHRG</u>							
101-70879-3314 INSTRUCTORS FEES	3,583	6,659	6,000	2,453	6,000	0	0.00
101-70879-3321 TELEPHONE	120	10	120	0	0 (	120)	100.00-
101-70879-3345 ADVERTISING	0	59	0	0	0	0	0.00
101-70879-3433 DUES & SUBSCRIPTIONS	257	0	300	0	300	0	0.00
101-70879-3438 REFUNDS & REIMBURSEMENTS	45 (	10)	500	100	500	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	4,005	6,718	6,920	2,553	6,800 (	120)	1.73-
<u>CAPITAL OUTLAY OVER \$500</u>							
TOTAL COMM ED-WINTER	58,251	72,408	52,085	29,950	55,330	3,246	6.23

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 RECREATION-SUMMER

EXPENDITURES			(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	2017	2018	CURRENT	Y-T-D	PROPOSED		
	ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70971-1101 FULL TIME EMPLOYEES REGULAR	17,525	16,087	20,591	13,988	21,265	674	3.27
101-70971-1102 FULL TIME EMPLOYEES OVERTIME	0	442	0	59	0	0	0.00
101-70971-1103 PART TIME EMPLOYEES	28,180	26,585	32,384	24,144	33,436	1,052	3.25
101-70971-1110 TAXABLE ALLOWANCES	10	0	0	0	0	0	0.00
101-70971-1112 SICK PAY	638	515	0	1,035	0	0	0.00
101-70971-1113 VACATION PAY	1,359	1,750	0	1,298	0	0	0.00
101-70971-1114 HOLIDAY PAY	444	471	0	480	0	0	0.00
101-70971-1121 PERA CONTRIBUTIONS	1,497	1,412	1,544	1,260	1,595	51	3.27
101-70971-1122 FICA CONTRIBUTIONS	2,849	2,688	3,284	2,392	3,391	107	3.26
101-70971-1125 MEDICARE CONTRIBUTIONS	666	629	768	559	793	25	3.26
101-70971-1131 HEALTH INSURANCE	5,117	4,692	6,332	4,297	6,602	269	4.25
101-70971-1132 DENTAL INSURANCE	378	352	398	302	418	20	5.00
101-70971-1133 LIFE INSURANCE & LTD	49	45	51	39	53	1	2.49
101-70971-1135 HSA/VEBA EMPLOYER CONTRIBUTION	500	500	0	500	0	0	0.00
101-70971-1142 UNEMPLOYMENT BENEFIT PAYMENTS	140	70	0	7	0	0	0.00
101-70971-1151 WORK COMP INSURANCE PREMIUMS	1,501	120	695	839	1,166	471	67.77
TOTAL PERSONNEL SERVICES	60,853	56,357	66,048	51,198	68,719	2,670	4.04
<u>SUPPLIES</u>							
101-70971-2211 GENERAL SUPPLIES	19,828	21,319	25,000	32,030	26,000	1,000	4.00
TOTAL SUPPLIES	19,828	21,319	25,000	32,030	26,000	1,000	4.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-70971-3314 INSTRUCTORS FEES	10,030	18,439	10,500	4,596	11,000	500	4.76
101-70971-3321 TELEPHONES & CELLULAR PHONES	40	0	120	0	0	(120)	100.00-
101-70971-3322 POSTAGE	20	1	0	0	0	0	0.00
101-70971-3438 REFUNDS & REIMBURSEMENTS	130	0	200	0	200	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	10,220	18,440	10,820	4,596	11,200	380	3.51
<u>CAPITAL OUTLAY OVER \$500</u>							
TOTAL RECREATION-SUMMER	90,901	96,116	101,868	87,824	105,919	4,050	3.98

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 RECREATION-FALL

EXPENDITURES			(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70973-1101 FULL TIME EMPLOYEES REGULAR	16,048	17,030	20,591	0	21,265	674	3.27
101-70973-1103 PART TIME EMPLOYEES	12,023	8,901	16,193	0	16,719	526	3.25
101-70973-1112 SICK PAY	456	272	0	0	0	0	0.00
101-70973-1113 VACATION PAY	1,369	1,037	0	0	0	0	0.00
101-70973-1114 HOLIDAY PAY	1,141	1,056	0	0	0	0	0.00
101-70973-1121 PERA CONTRIBUTIONS	1,414	1,498	1,544	0	1,595	51	3.27
101-70973-1122 FICA CONTRIBUTIONS	1,809	1,630	2,281	0	2,355	74	3.26
101-70973-1125 MEDICARE CONTRIBUTIONS	423	381	533	0	551	17	3.26
101-70973-1131 HEALTH INSURANCE	4,964	5,145	6,332	0	6,602	269	4.25
101-70973-1132 DENTAL INSURANCE	367	372	398	0	418	20	5.00
101-70973-1133 LIFE INSURANCE & LTD	47	46	51	0	53	1	2.49
101-70973-1135 HSA/VEBA EMPLOYER CONTRIBUTION	750	750	0	0	0	0	0.00
101-70973-1151 WORK COMP INSURANCE PREMIUMS	821	64	891	1,076	1,493	602	67.56
TOTAL PERSONNEL SERVICES	41,632	38,182	48,814	1,076	51,049	2,235	4.58
<u>SUPPLIES</u>							
101-70973-2211 GENERAL SUPPLIES	9,914	8,568	8,000	0	10,000	2,000	25.00
TOTAL SUPPLIES	9,914	8,568	8,000	0	10,000	2,000	25.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-70973-3311 GENERAL PROFESSIONAL SVC	25	25	0	0	0	0	0.00
101-70973-3314 INSTRUCTORS FEES	1,130	5,378	1,250	2,629	1,500	250	20.00
101-70973-3321 TELEPHONE & CELLULAR PHONES	13	0	120	0	0	(120)	100.00-
101-70973-3331 TRAVEL, CONFERENCES, & SCHOOL	0	395	500	30	650	150	30.00
101-70973-3433 DUES & SUBSCRIPTIONS	15	0	50	0	100	50	100.00
101-70973-3438 REFUNDS & REIMBURSEMENTS	100	25	100	0	0	(100)	100.00-
TOTAL OTHER OPER SERVICES/CHRG	1,284	5,823	2,020	2,659	2,250	230	11.39
<u>CAPITAL OUTLAY OVER \$500</u>							
TOTAL RECREATION-FALL	52,829	52,573	58,834	3,735	63,299	4,465	7.59

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 COMMUNITY SERVICES  
 RECREATION-WINTER

EXPENDITURES	(------ 2019 -----)				2020	\$ INCREASE	% INCREASE
	2017 ACTUAL	2018 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>PERSONNEL SERVICES</u>							
101-70979-1101 FULL TIME EMPLOYEES REGULAR	15,564	19,925	20,591	19,512	21,265	674	3.27
101-70979-1103 PART TIME EMPLOYEES	24,549	25,712	26,520	23,063	27,382	862	3.25
101-70979-1112 SICK PAY	794	347	0	1,095	0	0	0.00
101-70979-1113 VACATION PAY	1,453	1,653	0	1,041	0	0	0.00
101-70979-1114 HOLIDAY PAY	558	867	0	672	0	0	0.00
101-70979-1115 FLOATING HOLIDAY PAY	222	229	0	240	0	0	0.00
101-70979-1121 PERA CONTRIBUTIONS	1,351	2,196	1,544	2,205	1,595	51	3.27
101-70979-1122 FICA CONTRIBUTIONS	2,467	2,774	2,921	2,778	3,016	95	3.26
101-70979-1125 MEDICARE CONTRIBUTIONS	577	649	683	650	705	22	3.26
101-70979-1131 HEALTH INSURANCE	5,284	6,630	6,332	6,732	6,602	269	4.25
101-70979-1132 DENTAL INSURANCE	390	495	398	472	418	20	5.00
101-70979-1133 LIFE INSURANCE & LTD	50	61	51	60	53	1	2.49
101-70979-1135 HSA/VEBA EMPLOYER CONTRIBUTION	600	750	0	833	0	0	0.00
101-70979-1142 UNEMPLOYMENT BENEFIT PAYMENTS	74	109	0	0	0	0	0.00
101-70979-1151 WORK COMP INSURANCE PREMIUMS	912	70	1,001	1,210	1,679	678	67.73
TOTAL PERSONNEL SERVICES	54,845	62,466	60,042	60,564	62,714	2,672	4.45
<u>SUPPLIES</u>							
101-70979-2211 GENERAL SUPPLIES	9,609	8,716	8,000	8,942	8,000	0	0.00
TOTAL SUPPLIES	9,609	8,716	8,000	8,942	8,000	0	0.00
<u>OTHER OPER SERVICES/CHRG</u>							
101-70979-3314 INSTRUCTORS FEES	9,406	7,639	11,000	7,498	11,000	0	0.00
101-70979-3321 TELEPHONE	67	0	120	0	0	( 120)	100.00-
101-70979-3433 DUES & SUBSCRIPTIONS	257	15	300	0	300	0	0.00
101-70979-3438 REFUNDS & REIMBURSEMENTS	0	70	150	( 25)	150	0	0.00
TOTAL OTHER OPER SERVICES/CHRG	9,729	7,724	11,570	7,473	11,450	( 120)	1.04-
<u>CAPITAL OUTLAY OVER \$500</u>							
TOTAL RECREATION-WINTER	74,183	78,906	79,612	76,979	82,164	2,552	3.21
TOTAL COMMUNITY SERVICES	1,628,753	1,767,363	1,912,574	1,227,854	2,604,728	692,154	36.19

CITY OF MARSHALL  
 PROPOSED BUDGET WORKSHEET  
 AS OF: AUGUST 31ST, 2019

101-GENERAL FUND  
 OTHER  
 TRANSFER OUT

EXPENDITURES	2017	2018	(------ 2019 -----)		2020	\$ INCREASE	% INCREASE
	ACTUAL	ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	PROPOSED BUDGET		
<u>TRANSFERS</u>							
101-96520-7140 TRANSFERS TO CAPITAL PROJECTS	0	0	0	600,000	0	0	0.00
TOTAL TRANSFERS	0	0	0	600,000	0	0	0.00
TOTAL TRANSFER OUT	0	0	0	600,000	0	0	0.00
TOTAL OTHER	0	0	0	600,000	0	0	0.00
TOTAL EXPENDITURES	10,518,364	11,932,444	12,202,960	8,601,675	12,812,279	609,319	4.99
REVENUE OVER/(UNDER) EXPENDITURES	717,594	501,905	( 121,732)	( 1,655,984)	( 90,000)	31,731	26.07-

	Population	EDA Annual Operating Budget	Area Served (City/County)	# of Staff (FTE)	Total Staff Salaries	Notes	Org Chart (Y/N)	Name	Title	Email	
Marshall	13,710	\$130,500	City	1.375	\$ 85,000	Chamber/City Partnership. City of Marshall contracts with the Chamber to provide EDA.		Tara Onken	Director	<a href="mailto:tara.onken@marshallmn.org">tara.onken@marshallmn.org</a>	
Albert Lea/ Freeborn County	17,703/30,535	\$1,200,000	City/County	2	\$150,000	The Albert Lea Economic Development Agency (ALEDA) is comprised of the Albert Lea Port Authority, Greater Jobs, Inc and Albert Lea Business Development Center. Today ALEDA serves as the mechanism where the county, city and the private sector work together for economic development in Albert Lea and Freeborn County. Combined operating budget (port authority and greater jobs) of 1.2 million. Context – we manage several properties and own buildings and land.	Executive Director, Assistant Executive Director – bookkeeping is outsourced. No admin assistant at this time but position has existed in the past at 30-36 hrs/week	Phillip Johnson	Executive Director	<a href="mailto:phillipjohnson@growalbertlea.com">phillipjohnson@growalbertlea.com</a>	
Fairmont	10,126	\$200,000	City	1	\$ 94,011	Employed by the City of Fairmont.	Economic Development Coordinator reports to the City Administrator	Linsey Preuss	Coordinator	<a href="mailto:lpreuss@fairmont.org">lpreuss@fairmont.org</a>	
Faribault	23,750	\$230,000	City			Approx. \$230,000 Operating (the EDA requests the maximum EDA Levy). (The EDA also has a separate program budget of \$1.12m. This is not an annual budget, but funding set aside for programming).	Employs a Community & Economic Development Director and an Economic Development Coordinator	Deanna Kuennen	Community & Economic Development Director	<a href="mailto:dkuennen@ci.faribault.mn.us">dkuennen@ci.faribault.mn.us</a>	
Hutchinson	13,895	\$173,950	City	1.5	\$ 119,000		1 Full-time Director, 1 Part-time EDA Program Manager.	YES. Administratively I report directly to the City Administrator	Miles Seppelt	Director	<a href="mailto:mseppelt@ci.hutchinson.mn.us">mseppelt@ci.hutchinson.mn.us</a>
New Ulm	13,238	\$110,343	City	3	\$ 137,337		1 Full-time, 4 Part-time. # of staff and salaries does not include City Manager, who also acts as EDA Executive Director.	YES	David Schnobrich	Executive Director	<a href="mailto:davids@newulmmn.gov">davids@newulmmn.gov</a>
Northfield	20,084	\$287,891	City	1.2	\$ 90,025		1 FTE – Economic Development Coordinator; 0.1 FTE – Community Development Director; 0.1 FTE – Community Development Specialist. Staff falls under Community Development Director. (Sources of Revenue – Levy Authority and ...)	YES	Nate Carlson	Coordinator	<a href="mailto:ncarlson@ci.northfield.mn.us">ncarlson@ci.northfield.mn.us</a>
North Mankato	13,746	\$80,000-\$120,000	City	0.5	N/A	We do not have an EDA, we have a Port Authority. The Port Authority has an annual budget of between 80-120K. John, Mike Fisher, clerical work	City staff perform the work. Commissioners receive a meeting stipend. Less than 10K per year.	John Harrenstein	Executive Vice President/City Administrator	<a href="mailto:jphharrenstein@northmankato.com">jphharrenstein@northmankato.com</a>	
Owatonna	25,794					Owatonna Partners for Economic Development		Troy Klecker	Community Development Director	<a href="mailto:Troy.Klecker@ci.owatonna.mn.us">Troy.Klecker@ci.owatonna.mn.us</a>	
St. Peter	11,906	\$77,643	City	0.75	\$ 75,583	\$77,643 - This a portion of the total departmental budget of \$184,000. My office does planning, historic preservation, housing and economic development. We also have joined Mankato, North Mankato, Eagle Lake, Lake Crystal, Blue Earth County and Nicollet County in forming the Regional Economic Development Allowance which does our joint marketing and promotions. Our dues to participate in REDA are included in the \$77,643 number. Our revolving loan fund was capitalized from flood and tornado disaster funding. We got to keep the funds as they were repaid by the borrower.	We don't have anything formal. I report to the City Administrator directly. My office assistant answers to both of us given that part of her time is attributed to the City Clerk.	Russ Wille	Community Development Director	<a href="mailto:russw@saintpetermn.gov">russw@saintpetermn.gov</a> <a href="mailto:cindym@saintpetermn.gov">cindym@saintpetermn.gov</a>	
Waseca	8,978	\$83,069	City	1	\$50,090	Staff support is provided for BEST of Waseca County, a countywide development organization, and for Discover Waseca Tourism. On the more administrative side, staff support is given to help implement the community vision project and provide the City liaison for the 2020 ...	Executive Director (City Manager) -> Economic Development coordinator (the full time position)	Gary Sandholm	Coordinator	<a href="mailto:garys@ci.waseca.mn.us">garys@ci.waseca.mn.us</a>	
Willmar/ Kandiyohi County	19,628/42,743	\$570,000	Kandiyohi County	3	\$230,000	In addition we contract for administrative support that provides a full-time person (and a part-time person as needed). Does not include Willmar's Planning & Development Services Director.	Kandiyohi County and City of Willmar Economic Development Commission.	Aaron Backman	Executive Director	<a href="mailto:aaron@kandiyohi.com">aaron@kandiyohi.com</a>	
Worthington/ Nobles County	13,247/21,977	\$192,693	Nobles County	2	\$136,000	A public/Private partnership with majority of budget from public entities. Out of the \$192,693 operating budget \$124,500 comes from public entities as follows: County 30K, City of Worthington \$64.5K, and Worthington Public Utilities \$20K.	Worthington Regional Economic Development Corporation	Abraham Algadi	Executive Director	<a href="mailto:invest@worthington-minnesota.com">invest@worthington-minnesota.com</a>	



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Setting Truth-in-Taxation Meeting for Payable 2020
<b>Background Information:</b>	Counties, cities with a population over 500 , school districts, and metropolitan special taxing districts are required to hold a meeting at which the budget and levy will be discussed and the public allowed to speak. The meeting must be after Nov. 24 and no later than Dec. 28 and held at 6:00 p.m. or later. This meeting may be part of a regularly scheduled meeting. If a regular meeting is not scheduled after Nov. 24 and no later than Dec. 28 at 6:00 p.m. or later, it will be necessary to schedule a special meeting for this purpose.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Set Truth-in-Taxation Meeting for Payable 2020



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 24, 2019
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for Marshall Area Chamber of Commerce.
<b>Background Information:</b>	Attached is an application for a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce to use at the Southwest Minnesota State University on October 28, 2019.
<b>Fiscal Impact:</b>	\$30.00
<b>Alternative/ Variations:</b>	Non recommended
<b>Recommendations:</b>	To approve a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce to use at the Southwest Minnesota State University on October 28, 2019.





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Click or tap to enter a date.
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer - Airport Commission, MERIT Center Board, City Council-County Board-Library Agreement &amp; Operation, Southwest Minnesota Amateur Sports Commission and SW Minnesota Emergency Communication Board</p> <p>Meister -Community Services Advisory Board, Cable Commission and Economic Development Authority</p> <p>Bayerkohler - Public Housing Commission, Planning Commission</p> <p>DeCramer – Economic Development Authority and Utilities Commission</p> <p>Labat - Library Board, Police Advisory Board and Convention and Visitors Bureau</p> <p>Lozinski - Adult Community Center Commission and Joint Law Enforcement Center Management Committee and Marshall Area Transit</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	

**City of Marshall, Minnesota**  
**Cash & Investments**  
**8/31/2019**

	<u>Balance</u>	<u>Interest Rate</u>
<b>CASH &amp; INVESTMENTS:</b>		
Checking	1,410,771.00	0.00%
Sweep Account	11,577,741.29	1.96%
Money Market	4,479,416.22	1.89%
Money Market	5,045,823.77	2.00%
Money Market	4,045,653.02	1.82%
Certificate of Deposit (10/18/2020) 18 months	1,000,000.00	2.56%
Certificate of Deposit (10/18/2020) 18 months	1,000,000.00	2.56%
Certificate of Deposit (10/18/2020) 18 months	1,000,000.00	2.56%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	2.56%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.80%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Investment Portfolio - General Fund	2,652,675.01	
Investment Portfolio - Wastewater Capital Reserve	3,497,008.52	
Investment Portfolio - Endowment Fund	2,087,950.34	
<b>TOTAL CASH &amp; INVESTMENTS</b>	<u><u>39,267,039.17</u></u>	





## BUILDING PERMIT LIST

### September 24, 2019

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Dean Snyder Construction	1501 HIGHWAY 59 N	BUILDING ADDITION	3,000,000.00
MARSHALL MUNICIPAL WATER	1501 TRAVIS RD	BUILDING ADDITION & REMOI	2,833,000.00
VANLEEUEWE CONSTRUCTION LLC	701 PARKSIDE DR	DECK	13,800.00
JM DEVELOPMENT LLC	303 LONDON RD	NEW BUILDING	177,000.00
Regnier Electric	112 E ST	HVAC	4,900.00
JAMES LOZINSKI CONSTRUCTION INC.	614 THOMAS AVE W	RE-ROOFING	5,300.00
Regnier Electric	407 KATHRYN AVE	HVAC	5,100.00
ARENDS, MITCHELL J & ERIN R	700 BRIAN ST	Windows	1,500.00
STRAND, JAY D	902 BIRCH ST	DECK	4,600.00
JEFF GLADIS CONSTRUCTION	514 JAGUAR CT	RE-ROOFING	16,500.00
MORRIS, ANGELA G	503 BRUCE ST N	Windows	700.00
SCOTT A & JODI L SNELLER JT	103 REDWOOD ST E	EXTERIOR REMODEL	10,000.00
JASON BECKLER, PATRICIA STONER &	605 COUGAR CT	RE-ROOFING	10,000.00
HEYN BROTHERS CONSTRUCTION CORP	506 CONTINENTAL ST	RE-ROOFING	12,400.00
PEAK PROS INC	1816 THUNDERBIRD RD	RE-ROOFING	15,500.00
MICHAEL SLAGEL CONSTRUCTION LLC	508 THOMAS AVE W	OVERHEAD GARAGE DOOR	700.00
MINNESOTA CABINETS, INC.	1118 HORIZON DR	INTERIOR REMODEL	3,900.00
AMERICAN WATERWORKS	601 WINIFRED DR	INTERIOR REMODEL	6,500.00
HEYN BROTHERS CONSTRUCTION CORP	615 CADILLAC RD	RE-ROOFING	13,700.00
HEYN BROTHERS CONSTRUCTION CORP	609 CADILLAC RD	RE-ROOFING	24,400.00
HEYN BROTHERS CONSTRUCTION CORP	507 CONTINENTAL ST	RE-ROOFING	21,200.00
HEYN BROTHERS CONSTRUCTION CORP	617 CADILLAC RD	RE-ROOFING	18,300.00
HEYN BROTHERS CONSTRUCTION CORP	510 CONTINENTAL ST	RE-ROOFING	11,800.00
MOBERG, ERIC & SHANNON	607 COUGAR CT	INTERIOR REMODEL	2,500.00
VANNEVEL, SAMUEL & HANNALORA	609 4TH ST N	DOORS	500.00
Your Home Improvement Company	1112 HORIZON DR	Windows	24,000.00
GECKE HOME IMPROVEMENT CO.	302 O'CONNELL ST	WINDOWS / DOORS	34,000.00
Item 38. CA...TTY JEAN & EDWARD D	507 HUDSON AVE	OVERHEAD GARAGE DOOR	384



**PLUMBING PERMIT LIST**  
**September 24, 2019**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
BISBEE PLUMBING & HEATING	604 MICHIGAN RD	INTERIOR REMODEL	28,000.00
BISBEE PLUMBING & HEATING	1101 COLLEGE DR E	INTERIOR REMODEL	5,000.00
Coequyt Plumbing & Heating LLC	404 2ND ST S	INTERIOR REMODEL	0.00
TRIO PLUMBING & HEATING	310 WALNUT ST	WATER HEATER	900.00
TRIO PLUMBING & HEATING	502 3RD ST N	WATER HEATER	1,000.00
TRIO PLUMBING & HEATING	420 6TH ST N	INTERIOR REMODEL	1,100.00
Coequyt Plumbing & Heating LLC	1118 HORIZON DR	INTERIOR REMODEL	3,000.00
Coequyt Plumbing & Heating LLC	303 LONDON RD	NEW BUILDING	0.00
Coequyt Plumbing & Heating LLC	702 SOUTHVIEW DR E	BUILDING ADDITION	0.00



**SIGN PERMIT LIST**  
**September 24, 2019**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Custom Graphics Inc.	1101 COLLEGE DR E	N/A	2,500.00

Item 38.

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## November 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 4:30 p.m. Airport Commission	6	7	8	9
10	11 City Hall Closed – Veterans Day  3:30 p.m. Public Housing Commission  4:00 p.m. Library Board	12 5:30 p.m. Regular City Council Meeting	13 5:30 p.m. Planning Commission	14	15	16
17	18	19 4:30 p.m. Marshall Municipal Utilities Commission	20 12:00 p.m. EDA	21 2:00 p.m. CVB Board Meeting	22	23
24	25	26 5:30 p.m. Regular City Council Meeting	27	28 City Hall Closed – Thanksgiving Holiday	29 City Hall Closed – Thanksgiving Holiday	30

## September 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>1</b>	<b>2</b> City Hall Closed – Labor Day	<b>3</b> 4:30 p.m. Airport Commission	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>8</b>	<b>9</b> 3:30 p.m. Public Housing Commission 4:00 p.m. Library Board	<b>10</b> 5:30 p.m. Regular City Council Meeting	<b>11</b> 12:00 p.m. Adult Community Center 5:30 p.m. Planning Commission	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b>	<b>16</b>	<b>17</b> 4:30 p.m. Marshall Municipal Utilities Commission	<b>18</b> 12:00 p.m. EDA	<b>19</b> 2:00 p.m. CVB Board Meeting	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b>	<b>24</b> 4:00 p.m. Work Session 5:30 p.m. Regular City Council Meeting	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b>					

## October 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		<b>1</b> 4:30 p.m. Airport Commission	<b>2</b> 4:45 p.m. Community Services Advisory Board	<b>3</b>	<b>4</b>	<b>5</b>
<b>6</b>	<b>7</b>	<b>8</b> 5:30 p.m. Regular City Council Meeting	<b>9</b> 12:00 p.m. Adult Community Center 5:30 p.m. Planning Commission	<b>10</b>	<b>11</b>	<b>12</b>
<b>13</b>	<b>14</b> 3:30 p.m. Public Housing Commission 4:00 p.m. Library Board	<b>15</b> 4:30 p.m. Marshall Municipal Utilities Commission	<b>16</b> 12:00 p.m. EDA	<b>17</b> 2:00 p.m. CVB Board Meeting	<b>18</b>	<b>19</b>
<b>20</b>	<b>21</b>	<b>22</b> 5:30 p.m. Regular City Council Meeting	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>		