



**CITY OF MARSHALL**

**City Council Meeting**

**A g e n d a**

**Tuesday, December 10, 2024 at 5:30 PM**  
**City Hall, 344 West Main Street**

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

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

**CONSENT AGENDA**

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

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

10. Consider Redesign of Marshall Aquatic Center and Direct Contegrity and Stockwell to Develop Final Plans, Specifications and Bidding Documents for a Proposed January 2025 Advertisement for Bid Request to Council  
11. Consider an Ordinance Amending Ch. 14 Animals  
12. Adoption of an Ordinance Amending Chapter 86, Sections 71, 96, 102-108, and Adding Section 166 Certification of Cannabis Business License Application  
13. Truth-in-Taxation Public Meeting  
14. Project ST-002-2024: Bituminous Overlay on Various City Streets - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request (No. 3)  
15. Project WW-005: Highway 23 Lift Station Improvements Project-Phase IV Wet Well Renovation – Consider Final Change Order No. 1 and Acknowledgment of Pay Request-1 Final  
16. Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement  
17. Project PK-012 / (SAP 139-090-007): East Lyon Trail Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Active Transportation Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Active Transportation Project  
18. Project SWM-003: Legion Field Stormwater Improvements Project-Phase III – Consider Acceptance of MPCA Stormwater Resiliency Grant  
19. Memorandum of Agreement providing Land Rights for FAA Navigational Facilities and Weather Observation Equipment at Airport (FAA Contact No. 697DCM-25-L-00010)  
20. Consider Award of Contract for the Pickup of Refuse at Various City Locations  
21. Authorize Use of ARPA Funds  
22. Mayor Nomination for City Attorney

**COUNCIL REPORTS**

23. Commission/Board Liaison Reports  
24. Councilmember Individual Items

**STAFF REPORTS**

**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.**

- 25. City Administrator
- 26. Director of Public Works/City Engineer
- 27. City Attorney

**ADMINISTRATIVE REPORTS**

- [28.](#) Administrative Brief

**INFORMATION ONLY**

- [29.](#) December Planning Commission Minutes
- [30.](#) Building Permits

**MEETINGS**

- [31.](#) Upcoming Meetings

**ADJOURN**

***Councilmember Schafer will be attending the meeting virtually from a public location at 2668 Peachtree Rd., Statesville, NC 28625.***

***Councilmember Meister will be attending the meeting virtually from a public location at 904 4<sup>th</sup> Ave., Windom, MN 56101.***



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the Minutes of the Meetings Held on November 26th
<b>Background Information:</b>	Enclosed are the minutes from the previous meetings.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the meetings held on November 26th be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Tuesday, November 26, 2024**

The special meeting of the Common Council of the City of Marshall was held November 26, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 4:45 P.M. by Mayor Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Amanda Schroeder, James Lozinski, and See Moua-Leske. Absent: John Alcorn. Staff present included: Steven Anderson, City Clerk.

Councilmember Schafer arrived at 4:52 PM.

**Consider a Motion to Go into Closed Session Pursuant to Minn. Stat. Section 13D.05 subd 3(a) for the City Administrator's Performance Evaluation**

Mayor Byrnes described that the purpose of this meeting was to review the performance of the City Administrator. In accordance with Minnesota statute, the Council may close the meeting to discuss the evaluation.

Motion by Councilmember Meister, seconded by Councilmember Lozinski to move into closed session. All voted in favor. The motion **Carried. 6-0.**

**Adjournment**

Motion by Councilmember Lozinski, seconded by Councilmember Schroeder to adjourn the closed session. All voted in favor. The motion **Carried. 6-0.**

Attest:

\_\_\_\_\_  
Steven Anderson, City Clerk

\_\_\_\_\_  
Robert Byrnes, Mayor

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, November 26, 2024**

The regular meeting of the Common Council of the City of Marshall was held November 26, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Amanda Schroeder, Steve Meister, Craig Schafer, See Moua-Leske and James Lozinski. Absent: John Alcorn. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Preston Stensrud, Park and Rec Supervisor; Dean Coudron, Public Ways Supervisor; Ilya Gutman, Plans Examiner; and Steven Anderson, City Clerk.

**Consider Approval of the Minutes from the Regular and Special Meetings Held on November 12th**

There were no amendments to the minutes from November 12, 2024.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the minutes from the regular and special meeting held on November 12, 2024. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Consider Award of Quotation for Steel Double Drum Asphalt Roller for Street Department**

Coudron had sought the replacement of the existing 1980 Ingersoll Rand steel roller for the street department. The existing roller was costly to maintain because parts are difficult to source due to age of the unit or parts had to be modified to keep the roller in working condition. Three quotes were received for the replacement with the low quote coming from Zigler CAT for a CAT CB 2.5 GC at a total cost, less trade-in of \$43,636.10. The street department budget included \$40,000 in the capital equipment fund levy.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to award the quote for a new CAT CB 2.5 GC roller for the Street Department to Ziegler CAT of Marshall for \$43,636.10, less trade-in. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Consider Approval of the Consent Agenda**

Councilmember Moua-Leske requested that the item "Consider Approval for a Raffle Permit for the SMSU Foundation on February 22, 2025" be removed from the consent agenda.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the remaining items on the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

- Consider Approval of the 2025 Wage Schedule for Temporary and Seasonal Employees
- Consider Amendment to Personnel Policy Appendix A
- Consider an Ordinance Amending Ch.22-VIII Licensing and Registration Requirements for the Sale of Intoxicating Cannabinoid Products
- Introduction of an Ordinance Amending Chapter 86, Sections 71, 96, 102-108, and Adding Section 166 Certification of Cannabis Business License Application
- Consider Approval of a Temporary Liquor License for the Friends of the Orchestra
- Consider Approval of a Temporary Liquor License for Visit Marshall for January 24, 2025
- Consider Approval of Liquor License Renewals for 2025
- Consider Approval of Tobacco License Renewals for 2025
- Call for a Public Hearing for the Request of an On-Sale Wine License for the Marshall A's Baseball Assoc.
- Consider Approval of the Bills/Project Payments

**Consider Approval for a Raffle Permit for the SMSU Foundation on February 22, 2025**

Moua-Leske had a conflict of interest on the item and needed to abstain.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve the Raffle Permit for the SMSU Foundation for February 22, 2025. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Lozinski. Voting Abstaining: Councilmember Moua-Leske. The motion **Carried. 5-0-1.**

**Convention and Visitors Bureau Annual Report**

Cassi Weiss, Visit Marshall/Convention and Visitors Bureau Director, presented the annual report to city council. Highlights included marketing strategies, major events in 2024 such as the Made in Minnesota Wine and Beer Festival, financials and a recap of the 5-year goals for the CVB. For the Red Baron Arena & Expo Weiss also reviewed major events, ice rentals, marketing strategies, and 5-year goals.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Schafer to approve the annual service agreement between the Marshall Convention and Visitors Bureau and the City of Marshall and to also approve the lease agreement between the Marshall Convention and Visitors Bureau and the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Consider the Request of Brenan Clark for an Interim Use Permit and a Variance Adjustment Permit to have an Outside Storage Unit in a B-3 General Business District at 1507 East College Drive**

A request for an interim use permit for a one storage unit (a semi-trailer) in a B-3 General business district was received from Brenan Clark. Per City Ordinance Section 86-248 (f), which allows one unit, the storage container must be painted to match the building, does not have any signage and the unit was not placed in the front yard. For this request, the unit was located behind the building, but the lot was a double frontage lot, meaning that it faced streets on two non-adjacent sides, which effectively means that the storage unit was in the front yard. As such, a variance would be required to address the front yard issue, prior to an interim use permit approval. The Planning Commission conducted a public hearing on November 13, 2024, and unanimously recommended approval with the following conditions:

Variance Adjustment Permit:

- That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
- That the City reserves the right to revoke the Variance Adjustment Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to cure any such default.

Interim Use Permit:

- The semi-trailer shall be painted to match the building and should not have any signage or writing.
- The semi-trailer should have current registration tabs.
- This Interim use permit expires when the property is sold or changes the ownership in any way.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the request for a variance adjustment permit for a storage unit located at 1507 E. College Drive with the conditions recommended by the Planning Commission. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the request for an interim use permit for a storage unit located at 1507 E. College Drive with the conditions recommended by the Planning Commission. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Consider Authorization to Submit Letter of Support for Intersection Safety Improvements at TH 23 & Tiger Drive**

The intersection of Tiger Drive and Minnesota Trunk Highway 23 (TH 23) had been a local safety concern for many years. On January 3, 2024, the Marshall Area Transportation Group (MATG) hosted a meeting in the City Council Chambers with numerous stakeholders to discuss safety concerns at the intersection. At the meeting, District Engineer Jon Huseby and District Eight Traffic Engineer Cody Brand discussed opportunities and challenges associated with developing an intersection improvement project at this location. During the presentation, MnDOT largely focused on the possibility of implementing a Reduced Conflict Intersection (J-Turn) type of safety improvement at this location due to the low cost and high benefit of this type of improvement. The stakeholders attending the meeting were in support of a safety improvement and a J-Turn was viewed as an acceptable safety enhancement. Back in early 2024, the City of Marshall submitted for a Rural High-Risk Roads grant for design and scoping of a J-Turn improvement at this intersection. Though the City was unsuccessful with this grant application, we did have letters of support from Marshall Public Schools, Southwest Minnesota State University, MnDOT District Eight, and the Marshall Area Transportation Group. MnDOT District Eight was planning to submit a Highway Safety Improvement Program (HSIP) grant to design and construct a J-Turn improvement for the intersection. If successful, MnDOT could construct the project in 2028. MnDOT Traffic Engineer, Cody Brand, had asked for letters of support from Marshall Public Schools, Southwest Minnesota State University, and the Marshall Area Transportation Group as well as the City of Marshall.

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister to authorize city staff to submit a letter of support to MnDOT to be included with the Highway Safety Improvement Program grant application. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Resolution to Accept the Results of the General Election Held on November 5, 2024**

The General Election for Mayor and three council members was held on November 5, 2024. Per Minnesota Statute results from the election are unofficial until local, county and state canvassing boards meet and certify results. The Lyon County Canvassing Board met on November 8th, the City of Marshall Canvassing Board met on November 12th and the State Canvassing Board met on November 21st to certify the results from the General Election. The City of Marshall Canvassing Board certified that Bob Byrnes, Amanda Schroeder, Amanda Schwartz, and James Lozinski received the majority votes for their respective races and were declared the winners.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to adopt Resolution 24-100 accepting the results of the General Election held on November 5, 2024. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

**Introduce an Ordinance Amending Ch. 14 Animals**

Chapter 14 Animals was last updated in 2008 and needed an update. Many of the processes outlined in the ordinance are either obsolete or have changed. Definitions were updated and dangerous animal(dog) and potentially dangerous animal(dog) now matched the statutory definition. Common pets such as hamsters, gerbils and guinea pigs were also not allowed under the ordinance. The amendments also introduce a new section to allow backyard chickens. The Legislative and Ordinance Committee met on September 10 and invited veterinarian Scott Kuecker and Southwest Health and Human Services personnel to discuss chickens. The L&O Committee reviewed other cities that allowed chickens, and all members voted in favor of introducing the amendments. Article 14-V would limit the number of chickens to five per lot, roosters would not be allowed, setbacks for

placement of coops and runs, no commercial sale of eggs would be allowed and slaughter within city limits would also be prohibited. Mayor Byrnes expressed his concern with Article 14-V but was in favor of the updates to the rest of the ordinance.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to introduce Ordinance 24-026. Voting Yea: Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Mayor Byrnes. The motion **Carried. 5-1.**

#### **Statement of Annual Performance Evaluation for the City Administrator**

In accordance with the personnel policy on Employee performance reviews (Policy 4.6) and the employment agreement between the City and Administrator Sharon Hanson, Hanson should receive an annual performance evaluation based upon the anniversary date of her hire date, which was November 16, 2017. On November 26, 2024, the City Council held a Special Meeting with a closed session in accordance with Minnesota Statute 13D.05, subd.3(a) to evaluate the performance of Administrator Hanson. Mayor Byrnes provided a summary of conclusions from the closed session.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to accept the performance evaluation of Administrator Hanson. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

#### **Consider Going Into Closed Session pursuant to Minn. Stat., Section 13D.03, to Discuss Strategy for Union Negotiations**

The current collective bargaining agreements with Law Enforcement Labor Services, Inc. Local 190, Law Enforcement Labor Services, Inc. Local 245, and AFSCME Council 65 expired on December 31, 2024. The Minnesota Open Meeting Law, Minnesota Statutes section 13D.03, allows a public meeting to be closed for the purpose of discussion labor negotiation strategies. Staff recommend the Council consider a motion to go into closed session pursuant to Minn. Stat. 13D.03, to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.

At 6:15 PM Motion made by Councilmember Meister, Seconded by Councilmember Schafer to go into a closed session pursuant to Minn. Stat. §13D.03 to discuss strategy for union negotiations. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

#### **Reconvened from Closed Session**

At 7:03 PM Mayor Byrnes resumed the regular council meeting.

#### **Consider Approval of Labor Agreements Between the City and Law Enforcement Labor Services, Inc., Local No. 190**

The current collective bargaining agreement with Law Enforcement Labor Services, Inc. Local 190 expired on December 31, 2024. Tentative agreement with the union on contract terms for new three-year agreements (2025-2027) had been reached. There had been a reduction in the number of Police Officer applicants for vacancies and a significant number of law enforcement agencies that are hiring in the State of Minnesota, creating a unique attraction and retention concern for Police Officers. The terms of the contract addressed these unique attraction and retention concerns. If approved by the Council, Staff would post copies of the collective bargaining agreement and memorandum of agreement following the meeting.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt Resolution 24-101 approving the 2025-2027 labor agreement and memorandum of agreement with Law Enforcement Labor Services, Inc. Local 190. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

#### **Consider Approval of 2025-2027 Wage Schedules for Non-Union Employees**

Staff had reached a tentative agreement on a three-year (2025-2027) contract with the LELS Patrol Unit on general wage increases. Staff had recommended the same general wage increase for non-union employees for 2025, 2026, and 2027 to maintain consistency and fairness of the City's internal wage pattern for these years. The non-union schedules include full-time, part-time, and paid-on-call positions. The general wage increases would be effective the first day of the pay period that includes January 1. If approved by the Council, Staff would post copies of the non-union wage schedules following the meeting.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the 2025-2027 wage schedule for non-union employees. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

#### **Commission/Board Liaison Reports**

Byrnes	SRDC met and would be working through transitions that need to occur due to election results.
Schafer	No report.
Meister	No report.
Schroeder	No report.
Alcorn	Absent.
Moua-Leske	DEI further discussed their strategic plan. The Library and CVB also reviewed their strategic plan.
Lozinski	No report.

#### **Councilmember Individual Items**

Mayor Byrnes reminded citizens about a few holiday events.

#### **City Administrator**

Aquatic Center Committee would be meeting to discuss design changes.

#### **Director of Public Works/City Engineer**

The bid opening for College Drive was scheduled for 6<sup>th</sup>, MnDOT would be adding no parking signs along Highway 68 from Kwik Trip towards Minneota.

#### **City Attorney**

No report.

#### **Information Only**

There were no questions about the Information Only items.

**Upcoming Meetings**

There were no questions about the Upcoming Meetings.

**Adjournment**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski.  
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder,  
Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 6-0.**

Attest:

\_\_\_\_\_  
Steven Anderson, City Clerk

\_\_\_\_\_  
Robert Byrnes, Mayor



**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Tuesday, November 26, 2024**

The work session of the Common Council of the City of Marshall was held November 26, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 7:24 PM by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Amanda Schroeder, James Lozinski and See Moua-Leske. Absent: John Alcorn. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Jason Anderson, Director of Public Works/City Engineer; Preston Stensrud, Park and Rec Supervisor; and Steven Anderson, City Clerk.

**2025 Budget and Levy, ARPA Monies, and Aquatic Center Financing**

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

Moberg outlined guidance from the State about American Rescue Plan Act monies and provided scenarios of it's use before year end. The council members discussed the proposed scenarios.

At 8:15 PM Mayor Byrnes adjourned the meeting.

Attest:

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

\_\_\_\_\_  
Mayor

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	E.J. Moberg
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Lease Agreement between Vishay Hirel Systems LLC and the City of Marshall
<b>Background Information:</b>	<p>Vishay Hirel Systems was a renter at the Mosch property when the City took ownership of the property late in 2021. The City has allowed Vishay to rent the small building by the highway, located at 800 N. US 59, that the City has not had an immediate need to utilize.</p> <p>City staff proposed increased pricing (\$550/month to \$575/month) for the space for 2025.</p> <p>The lease agreement was updated for 2023, with minor changes for 2024 and 2025.</p>
<b>Fiscal Impact:</b>	\$575/month rental income paid to the City (was \$500/month in 2022 and \$550/month in 2023 and 2024). The term of the agreement is January through December 2025.
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	Authorize execution of the attached Lease Agreement expiring December 31, 2025 between Vishay Hirel Systems LLC and the City of Marshall

## LEASE AGREEMENT

This Lease Agreement (this "Agreement") is dated as of this 10th day of December, 2024, by and between City of Marshall, a municipal corporation ("Landlord") and Vishay Hirel Systems LLC, a Delaware limited liability company ("Tenant").

### 1. DEFINITIONS.

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

### 2. TERM; EARLY TERMINATION.

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

B. Termination. This Lease shall be for a 12 month term and shall terminate on December 31, 2025. Tenant may terminate this Lease early by providing Landlord with notice 30 days in advance of the effective date of termination.

3. **RENT.** Tenant shall pay monthly rent at a rate of \$575.00, commencing January 1, 2025. Rent is due on the first day of each and every month thereafter for the term of this lease. Payments to be paid to the following:

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

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

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

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

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

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

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

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

**9. CASUALTY INSURANCE AND WAIVERS OF CLAIMS.**

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

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

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

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

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

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

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

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

**15. DEFAULT OF TENANT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. GENERAL.**

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

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

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

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

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

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

- (i) in the case of Landlord: City of Marshall  
Attn: City Administrator  
344 West Main Street  
Marshall, MN 56258
- (b) in the case of Tenant: Vishay Hirel Systems LLC  
Attn: Darin Yost  
604 Erie Road  
Marshall, MN 56258

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

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

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

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

**LANDLORD:**  
**CITY OF MARSHALL**

**TENANT:**  
**VISHAY HIREL SYSTEMS LLC**

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

Its: Mayor

By: 

Its: Operations Manager

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

Its: City Clerk





## Exhibit A

"Leased Premises"  
at 800 N. US Highway 59

\*\* Disclaimer: The City of Marshall does not guarantee the accuracy of the data included on this map. This map data is for referencing purposes only.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of 2025 workers compensation insurance and volunteer-accident plan
<b>Background Information:</b>	<p>The premium for 2025 is attached. The renewal is effective January 1, 2025, with BITCO.</p> <p>The workers compensation insurance covers City employees, elected and appointed officials, volunteer firefighters, Library employees and Marshall Municipal Utilities employees.</p> <p>The Safety Committee continues to meet and discuss safety improvements and/or changes on a regular basis. Along with the continued safety training required for staff on an annual basis, creates a safe workplace environment for staff.</p> <p>Workers' compensation rates for 2025 have increased an average of 4.2% overall.</p> <p>The volunteer-accident plan through CHUBB-Federal Insurance Company has remained constant at a \$2,793 premium from 2024 and 2025 coverage.</p>
<b>Fiscal Impact:</b>	annual 2025 premium is \$328,965
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve renewal of the 2025 City's workers compensation insurance with BITCO and volunteer-accident plan with CHUBB.

## Premium Summary

Proposed Policy Term	Line of Business	Carrier	Writing Carrier	AM Best Rating
01/01/2025 - 01/01/2026	Miscellaneous (C)	Chubb Group of Insurance Companies	Federal Insurance Company	A++
01/01/2025 - 01/01/2026	Workers Compensation	BITCO Insurance Companies	BITCO Insurance Company	A+

Line of Business	Expiring Premium	Renewal Premium (Based on new Estimated Payrolls)
Workers Compensation	\$313,150	\$326,172
Volunteer – Accident Plan	\$2,793	\$2,793
<b>Total Premium</b>	<b>\$315,943</b>	<b>\$328,965</b>

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Tiger Office Park – Introduction of Preliminary Plat
<b>Background Information:</b>	<p>Attached please find a copy of the preliminary plat of Tiger Office Park. Also attached is a copy of the Engineer’s Report of Preliminary Plat Review.</p> <p>The purpose of this plat is to create individual parcels for each building. Outlot B encompasses all of the parking and access from public rights-of-way for each building lot. Access easement over Outlot B will need to be created for each building lot.</p> <p>A copy of the proposed subdivision has been sent to the local utility companies for their review and comments.</p> <p>A public hearing was held on the preliminary plat at the special Planning Commission meeting on 12/04/2024. Following a brief discussion, Muchlinski made a motion, second by Deutz to recommend approval of the preliminary plat to the City Council. All voted in favor.</p>
<b>Fiscal Impact:</b>	The applicant has paid the \$300 escrow for direct costs relating to the plat and the difference will be refunded or billed to the applicant according to the current Fee Schedule.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council introduce the preliminary plat of Tiger Office Park.

PRELIMINARY PLAT  
TIGER OFFICE PARK  
Marshall, Minnesota

NORTH LINE SEC. 9-111-41

LAND DESCRIPTION

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

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

AND

Land Description (continued)

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

AND

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

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

TOTAL AREA = 5.44± Acres

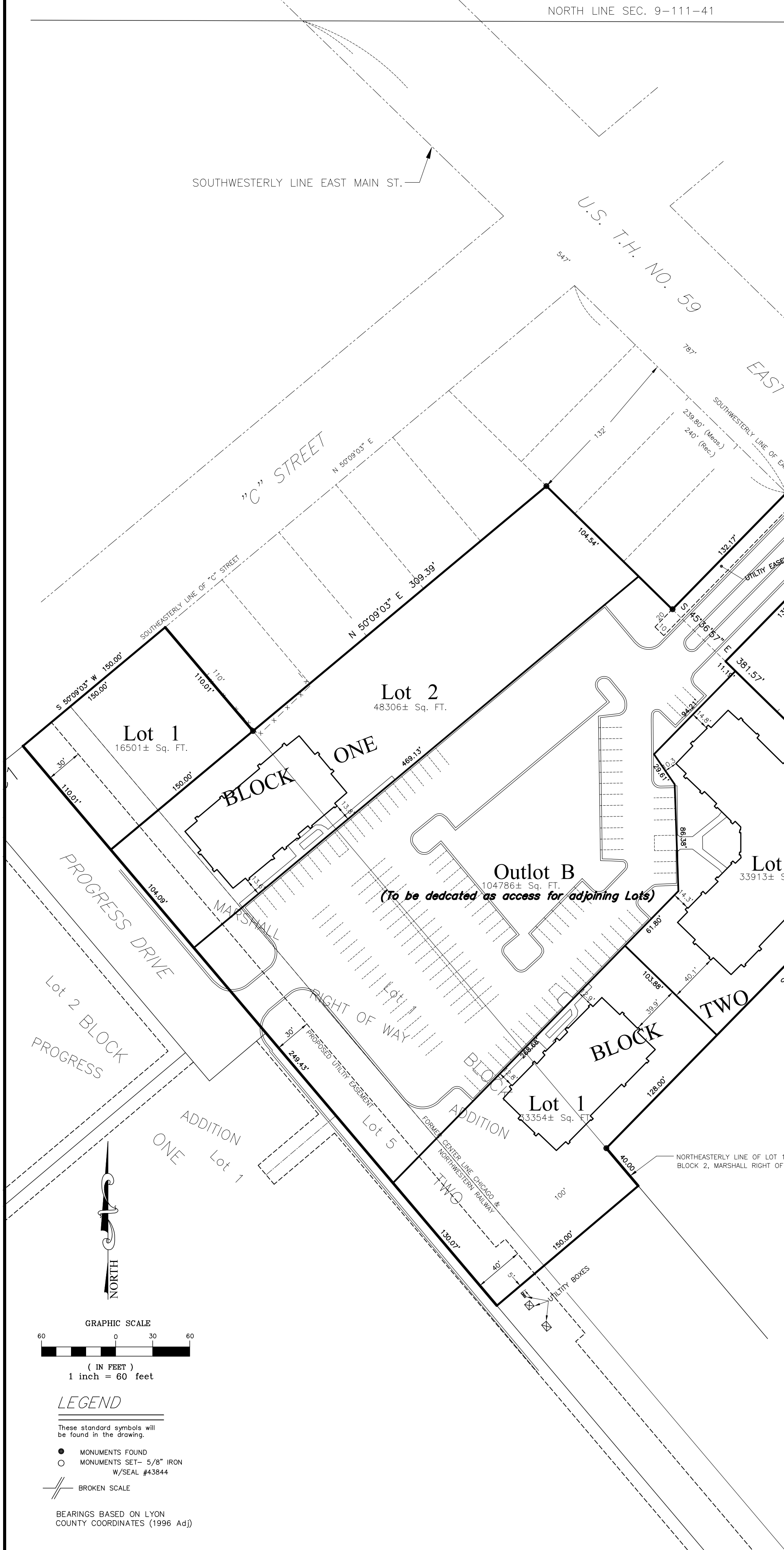
OWNER:  
Vesta, LLC

ZONING - B-1 LIMITED BUSINESS

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

DATE: NOVEMBER 8, 2024

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



**ENGINEER'S REPORT  
PRELIMINARY PLAT REVIEW**

Subdivision Name: Tiger Office Park

Quarter NE $\frac{1}{4}$  Section 9 Township 111N Range 41W

Owner's Name: Vesta, LLC

Surveyor: Daniel L. Beultel Reg. No. 43844

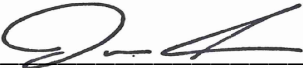
Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage	X			
f.	Zoning classification	X			
g.	Contours		X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

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

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

CITY ENGINEER'S RECOMMENDATIONS:  
Approve.

DATE RECEIVED: November 1, 2024  
DATE REVIEWED: November 25, 2024  
PLANNING COMMISSION REVIEW DATE: December 4, 2024

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of 3.2% Malt Liquor License Renewal for 2025
<b>Background Information:</b>	<p>Under Minnesota Statute 340A Liquor, Wine, Club and 3.2% licenses are issued by local municipalities but still require MN DPS Alcohol &amp; Gambling Enforcement Division approval. Twenty local businesses have submitted their renewal applications and additional required documentation. Attached are the licenses being requested for renewal by each business.</p> <p>Licenses cover a period from January 1 – December 31, 2025.</p>
<b>Fiscal Impact:</b>	\$150.00
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the renewals of a 3.2% Malt Liquor license for 727 Incorporated and La Tapatia Grocery Store.

## City of Marshall, Minnesota

### 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**727 Inc. dba**

**Marshall BP,**

For an **3.2% Off-Sale License** at **304 E. College Dr.**  
from **January 1, 2025 - December 31, 2025**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **December 10, 2024**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

### 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**La Tapatia Mexican Grocery Store Corp dba**  
**La Tapatia,**

For an **3.2% Off-Sale License** at **321 W. Main St.**  
from **January 1, 2025 - December 31, 2025**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **December 10, 2024**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of Tobacco License Renewal for 2025
<b>Background Information:</b>	<p>727 Inc dba as Freedom Gas Station has submitted their annual renewal application to make retail sales of cigarettes and other tobacco products.</p> <p>Under City Ordinance Chapter 42, Article 42 VI – Tobacco, all required forms and insurance have been submitted, reviewed, and be found to be correct.</p>
<b>Fiscal Impact:</b>	\$150.00/application
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the annual renewal of tobacco licenses for 727 Inc at 304 E. College Drive.

No. T25012

## City of Marshall, Minnesota

### ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **727 Inc.** to sell cigarettes and other tobacco products at **304 E. College Dr.**

in the CITY OF MARSHALL in said county and state beginning with the  
**1st day of January 2025**

subject to the laws of the State of Minnesota and the ordinances and regulations of said  
City of Marshall pertaining thereto

and ending on the 1<sup>st</sup> day of January 2026.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL  
Marshall, Minnesota, **December 10, 2024**

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

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

(Seal)

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jim Marshall
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<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, sold, or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That these vehicles be declared as surplus property by the City of Marshall.

**RESOLUTION NUMBER 24-102**

**A RESOLUTION DECLARING PROPERTY AS SURPLUS AND  
AUTHORIZING THE SALE OF THE SAME**

**WHEREAS**, the City Council of the City of Marshall, Minnesota has been advised by staff that the following vehicles have been seized or declared abandoned and are not needed for current or future municipal operations:

24-13067	10 Mitsubishi Lancer	BCD 166	JA32U2FU6AU015792	Forf (City Atty)
24-20468	14 Ford Fiesta	GJN 148	3FADP4BJ0EM176793	Abandoned
24-20968	06 Ford 500	AHN 529	1FAFP23116G127738	Abandoned

and;

**WHEREAS**, the Marshall Police Department has followed Minnesota Statute §168B and its applicable sections for the notifications and required periods for disposal.

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

1. The council declares the property listed above as surplus.
2. The council authorizes the sale of said property through any lawful means, including (ii) by an electronic competitive online auction process, regardless of the value, pursuant to Minn. Stat. 471.345, subd. 17; or (iii) to another government entity pursuant to Minn. Stat. 471.64.
3. To the extent prohibited under Minn. Stat. 15.054, the property will not be sold to a city officer or employee.
4. All sales shall be final, and the property is to be sold in “as-is” condition.
5. If no viable buyer is found the surplus property may be taken to a salvage yard and be scrapped.

Approved by the City Council of the City of Marshall, Minnesota, this 10th day of December 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jim Marshall
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Authorization to accept donations made to the Marshall Police Department.
<b>Background Information:</b>	The Marshall Police Department has received two donations from Kwik Trip totaling \$2000.00. This money will be used for law enforcement purposes.
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Adopt resolution formally accepting donations from Kwik Trip to the Marshall Police Department.



RESOLUTION NUMBER 24-103  
ACCEPTING A DONATION TO THE CITY FOR THE POLICE DEPARTMENT

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

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

<u>Name of Donor</u>	<u>Amount</u>
Kwik Trip	\$2,000.00

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

These donations will be used for law enforcement purposes.

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

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

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

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

Passed by the Common Council of the City of Marshall, Minnesota this 10<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Mayor

Attest:

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

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Check Report

By Vendor Name

Date Range: 11/23/2024 - 12/06/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6128	ACTION COMPANY LLC	11/29/2024	EFT	0.00	1,725.00	18445
0560	AFSCME COUNCIL 65	11/29/2024	EFT	0.00	1,354.50	18446
6412	AG PLUS COOPERATIVE	11/29/2024	EFT	0.00	2,661.19	18447
6412	AG PLUS COOPERATIVE	12/06/2024	EFT	0.00	4,275.00	18489
0578	AMAZON CAPITAL SERVICES, INC.	11/29/2024	EFT	0.00	175.84	18448
0578	AMAZON CAPITAL SERVICES, INC.	12/06/2024	EFT	0.00	459.71	18490
2701	ANDERSON, JASON	12/06/2024	EFT	0.00	80.00	18491
0630	ARCTIC GLACIER U.S.A., INC	12/06/2024	Regular	0.00	134.34	125301
2362	BAUMANN, ADAM	12/06/2024	EFT	0.00	30.00	18492
7505	BEAM TECHNOLOGIES INC	12/05/2024	Bank Draft	0.00	4,265.28	DFT0004531
7505	BEAM TECHNOLOGIES INC	12/05/2024	Bank Draft	0.00	4,148.06	DFT0004597
7505	BEAM TECHNOLOGIES INC	12/05/2024	Bank Draft	0.00	890.10	DFT0004619
0688	BELLBOY CORPORATION	12/06/2024	EFT	0.00	3,054.07	18493
0689	BEND RITE CUSTOM FABRICATION, INC.	11/29/2024	Regular	0.00	2,150.00	125291
0699	BEVERAGE WHOLESALERS, INC.	12/06/2024	Regular	0.00	62,373.13	125302
0715	BLADHOLM CONSTRUCTION INC	11/29/2024	EFT	0.00	261,542.00	18449
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	8,465.61	DFT0004515
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	2,208.42	DFT0004516
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	54,550.72	DFT0004517
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	4,870.60	DFT0004518
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	8,465.61	DFT0004581
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	1,472.28	DFT0004582
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	54,550.16	DFT0004583
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	4,870.55	DFT0004584
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	11/25/2024	Bank Draft	0.00	6,841.02	DFT0004618
3829	BRAU BROTHERS	12/06/2024	EFT	0.00	866.00	18494
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	12/06/2024	EFT	0.00	5,878.80	18495
0740	BREMER BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	3,348.75	DFT0004620
0740	BREMER BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	3,797.50	DFT0004621
0740	BREMER BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	3,875.00	DFT0004622
0740	BREMER BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	4,030.00	DFT0004623
0740	BREMER BANK NATIONAL ASSOCIATION	11/25/2024	Bank Draft	0.00	4,107.50	DFT0004624
0740	BREMER BANK NATIONAL ASSOCIATION	11/26/2024	Bank Draft	0.00	233,277.50	DFT0004625
0186	BRUNSVOLD, QUENTIN	12/06/2024	EFT	0.00	30.00	18496
2917	BRUNSVOLD, RYAN	12/06/2024	EFT	0.00	200.00	18497
3413	BRUSVEN, KATHERINE	12/06/2024	EFT	0.00	30.00	18498
0204	BUYSSE, JASON	12/06/2024	EFT	0.00	30.00	18499
0216	CALLENS, DAVID	11/29/2024	EFT	0.00	196.43	18450
0216	CALLENS, DAVID	12/06/2024	EFT	0.00	30.00	18500
0802	CARLSON & STEWART REFRIGERATION, INC.	12/06/2024	EFT	0.00	793.14	18501
0239	CAUWELS, ROGER	12/06/2024	EFT	0.00	30.00	18502
5100	CDW-G	12/06/2024	Regular	0.00	4,196.27	125305
7507	CIGNA HEALTH AND LIFE INSURANCE COMPAN	11/29/2024	EFT	0.00	1,246.43	18451
7165	CITY HIVE, INC.	12/02/2024	Bank Draft	0.00	99.23	DFT0004653
5733	CLARITY TELECOM, LLC	11/29/2024	EFT	0.00	503.21	18452
0831	COALITION OF GREATER MINNESOTA CITIES	12/06/2024	Regular	0.00	350.00	125306
0272	COUDRON, DEAN	11/29/2024	EFT	0.00	155.96	18453
0272	COUDRON, DEAN	12/06/2024	EFT	0.00	30.00	18503
7394	CRESTED RIVER CANNABIS COMPANY	12/06/2024	EFT	0.00	840.00	18504
3819	DACOTAH PAPER CO	11/29/2024	EFT	1.15	114.34	18454
7102	DAHLHEIMER BEVERAGE	12/06/2024	EFT	0.00	2,845.87	18505
3259	DEUTZ, LAUREN	12/06/2024	EFT	0.00	80.00	18506
5731	DOLL DISTRIBUTING LLC	12/06/2024	EFT	0.00	29,211.46	18507
0380	DUBS, SHEILA	12/06/2024	EFT	0.00	30.00	18508

## Check Report

Date Range: 11/23/2024 - 12/06/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3566	ERAL, ADAM	12/06/2024	EFT	0.00	200.00	18509
6700	EYEMED VISION CARE	12/05/2024	Bank Draft	0.00	41.28	DFT0004519
6700	EYEMED VISION CARE	12/05/2024	Bank Draft	0.00	191.90	DFT0004520
6700	EYEMED VISION CARE	12/05/2024	Bank Draft	0.00	57.92	DFT0004521
6700	EYEMED VISION CARE	12/05/2024	Bank Draft	0.00	41.28	DFT0004585
6700	EYEMED VISION CARE	12/05/2024	Bank Draft	0.00	191.90	DFT0004586
6700	EYEMED VISION CARE	12/05/2024	Bank Draft	0.00	57.92	DFT0004587
6700	EYEMED VISION CARE	12/05/2024	Bank Draft	0.00	13.76	DFT0004627
1090	FASTENAL COMPANY	12/06/2024	EFT	0.00	96.36	18510
7828	FISERV/MERCHANT BANK	12/03/2024	Bank Draft	0.00	403.86	DFT0004654
1158	GALLS INC	12/06/2024	EFT	0.00	50.51	18511
1201	GRAINGER INC	11/29/2024	EFT	0.00	130.71	18455
1201	GRAINGER INC	12/06/2024	EFT	0.00	362.89	18512
6127	GRANDVIEW VALLEY WINERY, INC	12/06/2024	Regular	0.00	1,764.00	125307
1215	GREENWOOD NURSERY	11/29/2024	EFT	0.00	22,300.00	18456
5926	GUZA MACHINE, INC	11/29/2024	EFT	0.00	195.00	18457
3565	HANSON, ERIC	12/06/2024	EFT	0.00	70.00	18513
2946	HANSON, SHARON	11/29/2024	EFT	0.00	431.96	18458
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	11/26/2024	Bank Draft	0.00	397.04	DFT0004525
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	11/26/2024	Bank Draft	0.00	396.93	DFT0004591
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	11/26/2024	Bank Draft	0.00	31.92	DFT0004616
1256	HAWKINS INC	11/29/2024	EFT	0.00	27,249.45	18459
1199	HEARTLAND TIRE	12/06/2024	EFT	0.00	27.32	18514
1271	HENLE PRINTING COMPANY	11/29/2024	EFT	0.00	634.52	18460
1271	HENLE PRINTING COMPANY	12/06/2024	EFT	0.00	71.43	18515
2153	HOFFMANN, RYAN	12/06/2024	EFT	0.00	30.00	18516
4885	HORIZON COMMERCIAL POOL SUPPLY	11/29/2024	EFT	0.00	656.72	18461
1311	HY-VEE, INC	12/06/2024	Regular	0.00	89.70	125308
1325	ICMA RETIREMENT TRUST #300877	12/06/2024	EFT	0.00	50.00	18517
1343	INDEPENDENT LUMBER OF MARSHALL INC	11/29/2024	EFT	0.00	23.49	18462
1343	INDEPENDENT LUMBER OF MARSHALL INC	12/06/2024	EFT	0.00	379.09	18518
1358	INTERNAL REVENUE SERVICE	12/06/2024	Bank Draft	0.00	30,318.12	DFT0004648
1358	INTERNAL REVENUE SERVICE	12/06/2024	Bank Draft	0.00	25,029.71	DFT0004649
1358	INTERNAL REVENUE SERVICE	12/06/2024	Bank Draft	0.00	9,320.54	DFT0004650
1314	INTERNATIONAL ASSOCIATION OF ASSESSING C	12/06/2024	Regular	0.00	240.00	125309
6458	J & M AIRCRAFT SUPPLY, INC	12/06/2024	Regular	0.00	195.24	125310
4734	JM ACQUISITION, LLC DBA THE TESSMAN COME	11/29/2024	EFT	0.00	4,788.00	18463
2064	JOHN DEERE FINANCIAL	11/29/2024	EFT	0.00	583.79	18464
1399	JOHNSON BROTHERS LIQUOR COMPANY	12/06/2024	EFT	0.00	19,865.30	18521
2036	JOHNSON BROTHERS LIQUOR COMPANY	12/06/2024	EFT	0.00	21,385.88	18520
2605	JOHNSON BROTHERS LIQUOR COMPANY	12/06/2024	EFT	0.00	1,409.98	18522
5447	JOHNSON BROTHERS LIQUOR COMPANY	12/06/2024	EFT	0.00	2,944.70	18519
3998	JT SERVICES	12/06/2024	EFT	0.00	6,150.00	18523
1417	KENNEDY & GRAVEN, CHARTERED	11/29/2024	EFT	0.00	529.00	18465
1417	KENNEDY & GRAVEN, CHARTERED	12/06/2024	EFT	0.00	6,105.50	18524
7820	KOEPP, MAYNARD	11/29/2024	Regular	0.00	200.00	125292
0785	KOPITSKI, JASON	12/06/2024	EFT	0.00	30.00	18525
2363	KRUK, CHRISTOPHER	12/06/2024	EFT	0.00	30.00	18526
4140	KRUSE FORD-LINCOLN-MERCURY, INC	11/29/2024	EFT	0.00	134.87	18466
1480	LAW ENFORCEMENT LABOR SERVICE INC	11/29/2024	EFT	0.00	1,410.00	18467
1483	LEAGUE OF MINNESOTA CITIES INSURANCE TRI	12/06/2024	Regular	0.00	9,608.68	125311
7819	LEE, ADRIAN	11/29/2024	Regular	0.00	60.00	125293
2625	LEE, JERRED	12/06/2024	EFT	0.00	30.00	18527
3065	LUTHER, ERIC	12/06/2024	EFT	0.00	118.92	18528
3816	LUTHERAN SOCIAL SERVICES	12/06/2024	Regular	0.00	58.80	125312
1539	LYON COUNTY ENVIRONMENTAL OFFICE	12/06/2024	Regular	0.00	6.00	125313
1552	LYON COUNTY RECORDER	12/06/2024	EFT	0.00	81.60	18529
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	11/29/2024	EFT	0.00	1,204.10	18468
1604	MARSHALL AREA CHAMBER OF COMMERCE	11/29/2024	EFT	0.00	40.00	18469
1616	MARSHALL CONVENTION & VISITORS BUREAU	12/06/2024	EFT	0.00	30,448.21	18530
5813	MARSHALL LUMBER CO	11/29/2024	EFT	0.00	91.70	18470

## Check Report

Date Range: 11/23/2024 - 12/06/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5813	MARSHALL LUMBER CO	12/06/2024	EFT	0.00	49.65	18531
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	11/29/2024	EFT	12.95	634.71	18471
0933	MARSHALL, JAMES	12/06/2024	EFT	0.00	80.00	18532
1680	MCEA EXECUTIVE OFFICE	11/29/2024	Regular	0.00	1,335.00	125294
7077	MEDSURETY, LLC	12/06/2024	Bank Draft	0.00	820.00	DFT0004655
2719	MELLENTIN, CODY	12/06/2024	EFT	0.00	30.00	18533
4980	MENARDS INC	11/29/2024	EFT	0.00	380.42	18472
4980	MENARDS INC	12/06/2024	EFT	0.00	469.85	18534
0973	MEULEBROECK, ANDY	12/06/2024	EFT	0.00	30.00	18535
1818	MINNESOTA DEPARTMENT OF REVENUE	12/06/2024	Bank Draft	0.00	12,763.38	DFT0004651
3669	MINNESOTA STATE RETIREMENT SYSTEM	12/06/2024	Bank Draft	0.00	13,383.92	DFT0004645
1757	MN CHILD SUPPORT PAYMENT CENTER	12/06/2024	Bank Draft	0.00	414.85	DFT0004640
1757	MN CHILD SUPPORT PAYMENT CENTER	12/06/2024	Bank Draft	0.00	306.87	DFT0004641
3453	MOBERG, E.J.	12/06/2024	EFT	0.00	80.00	18536
2512	NATIONWIDE RETIREMENT	12/06/2024	Bank Draft	0.00	100.00	DFT0004635
1923	NCPERS MN GROUP LIFE INS.	11/29/2024	EFT	0.00	208.00	18473
1945	NORMS GTC	11/29/2024	Regular	0.00	382.22	125295
1986	NORTH CENTRAL INTERNATIONAL LLC	11/29/2024	EFT	0.00	36.11	18474
5742	NORTH MEMORIAL HEALTH CARE	12/06/2024	Regular	0.00	300.00	125314
7166	NORTHAMERICAN BANCARD/EPX	12/03/2024	Bank Draft	0.00	14,063.13	DFT0004656
7632	NOTHING BUT HEMP	12/06/2024	EFT	0.00	1,395.00	18537
5891	ONE OFFICE SOLUTION	11/29/2024	EFT	0.00	33.16	18475
3809	O'REILLY AUTOMOTIVE STORES, INC	11/29/2024	EFT	0.00	22.97	18476
2792	ORMBERG, JASON	12/06/2024	EFT	0.00	109.95	18538
2221	PARSONS, DAVE	12/06/2024	EFT	0.00	59.00	18539
1243	PATZERS INC	11/29/2024	EFT	0.00	301.80	18477
1243	PATZERS INC	12/06/2024	EFT	0.00	3.99	18540
2019	PAUSTIS WINE COMPANY	12/06/2024	EFT	0.00	799.33	18541
7168	PAYLIDIFY/GATEWAY SERVICES	12/05/2024	Bank Draft	0.00	13.40	DFT0004659
7163	PAYLIDIFY/MERCHANT BANK	12/03/2024	Bank Draft	0.00	252.16	DFT0004657
7163	PAYLIDIFY/MERCHANT BANK	12/03/2024	Bank Draft	0.00	119.05	DFT0004658
7823	PEARCE SERVICES	12/06/2024	Regular	0.00	450.00	125315
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	12/06/2024	EFT	0.00	54.00	18542
2028	PERA OF MINNESOTA REG	12/06/2024	Bank Draft	0.00	61,642.04	DFT0004643
2049	PLUNKETTS PEST CONTROL INC	12/06/2024	EFT	0.00	43.50	18543
3557	POMP'S TIRE SERVICE, INC.	11/29/2024	EFT	0.00	501.60	18478
1163	PRZYBILLA, SCOTT	12/06/2024	EFT	0.00	30.00	18544
6166	PULVER MOTOR SVC, LLC	11/29/2024	EFT	0.00	80.00	18479
2096	QUARNSTROM & DOERING, PA	12/06/2024	EFT	0.00	5,684.71	18545
6267	RATWIK, ROSZAK & MALONEY, PA	11/29/2024	EFT	0.00	42.00	18480
2125	RIEKE, BENJAMIN	12/06/2024	EFT	0.00	30.00	18546
1211	ROKEH, JASON	12/06/2024	EFT	0.00	30.00	18547
2201	RUNNING SUPPLY, INC	12/06/2024	EFT	0.00	66.75	18548
2470	SANDGREN, KAYLYNN	12/06/2024	EFT	0.00	30.00	18549
2620	SCHNAIBLE, MASON	12/06/2024	EFT	0.00	180.50	18550
3260	SCHULTZ, ROBERT	11/29/2024	Regular	0.00	200.00	125296
4855	SOUTHERN GLAZER'S WINE AND SPIRITS, LLC	12/06/2024	EFT	0.00	26,782.48	18551
3022	SOUTHWEST HEALTH & HUMAN SERVICES	12/06/2024	Regular	0.00	85.00	125316
3022	SOUTHWEST HEALTH & HUMAN SERVICES	12/06/2024	Regular	0.00	85.00	125317
3022	SOUTHWEST HEALTH & HUMAN SERVICES	12/06/2024	Regular	0.00	620.00	125318
5922	SRF CONSULTING GROUP, INC.	11/29/2024	EFT	0.00	160.80	18481
1334	ST AUBIN, GREGORY	12/06/2024	EFT	0.00	30.00	18552
4522	ST LOUIS MRO INC.	12/06/2024	EFT	0.00	55.00	18553
7660	STANTEC CONSULTING SERVICES INC.	11/29/2024	Regular	0.00	1,100.00	125297
1659	STELTER, GEOFFREY	12/06/2024	EFT	0.00	30.00	18554
1350	STENSRUD, PRESTON	12/06/2024	EFT	0.00	30.00	18555
7821	STEVENS, DANIEL	11/29/2024	Regular	0.00	200.00	125298
6706	SUN LIFE FINANCIAL	11/29/2024	EFT	0.00	1,543.73	18482
3315	SUSSNER CONSTRUCTION	11/29/2024	EFT	0.00	105,509.28	18483
1378	SWANSON, GREGG	12/06/2024	EFT	0.00	30.00	18556
6277	TALKING WATERS BREWING CO, LLC	12/06/2024	EFT	0.00	705.00	18557

## Check Report

Date Range: 11/23/2024 - 12/06/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7822	TAYLOR, RHETT	12/06/2024	Regular	0.00	7,500.00	125319
2428	TITAN MACHINERY	11/29/2024	EFT	0.00	81.50	18484
2428	TITAN MACHINERY	12/06/2024	EFT	0.00	949.25	18558
2429	TKDA	11/29/2024	EFT	0.00	16,912.12	18485
5329	TRI-STATE POWER SOLUTIONS, INC.	11/29/2024	EFT	0.00	72.00	18486
6156	TRUE FABRICATIONS, INC.	12/06/2024	EFT	0.00	19.96	18559
1423	TRUEDSON, SCOTT	12/06/2024	EFT	0.00	30.00	18560
3538	TURFWERKS	12/06/2024	EFT	0.00	143.08	18561
3875	TYLER TECHNOLOGIES	11/29/2024	Regular	0.00	33,160.46	125299
7418	UDOFOT ENTERPRISES, INC	12/06/2024	EFT	0.00	450.00	18562
5106	ULINE	11/29/2024	EFT	0.00	1,697.20	18487
3443	VALIC DEFERRED COMP	12/06/2024	Bank Draft	0.00	1,336.54	DFT0004636
3443	VALIC DEFERRED COMP	12/06/2024	Bank Draft	0.00	1,396.15	DFT0004637
4489	VERIZON WIRELESS	11/29/2024	EFT	0.00	440.11	18488
2538	VIKING COCA COLA BOTTLING CO.	12/06/2024	EFT	0.00	859.20	18563
4594	VINOCOPIA INC	12/06/2024	EFT	0.00	2,005.75	18564
6085	VOYA - INVESTORS CHOICE	12/06/2024	Bank Draft	0.00	4,053.26	DFT0004646
6791	WALMART	11/29/2024	Regular	0.00	38.99	125300
6791	WALMART	12/06/2024	Regular	0.00	204.66	125322
3133	WILSON, SCOTT	12/06/2024	EFT	0.00	30.00	18565
1743	WILTS, KEVIN	12/06/2024	EFT	0.00	172.50	18566

## Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	28	0.00	127,087.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	47	47	0.00	585,292.72
EFT's	242	122	14.10	639,075.91
	334	197	14.10	1,351,456.12

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	28	0.00	127,087.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	47	47	0.00	585,292.72
EFT's	242	122	14.10	639,075.91
	334	197	14.10	1,351,456.12

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	11/2024	897,119.50
999	POOLED CASH FUND	12/2024	454,336.62
			1,351,456.12

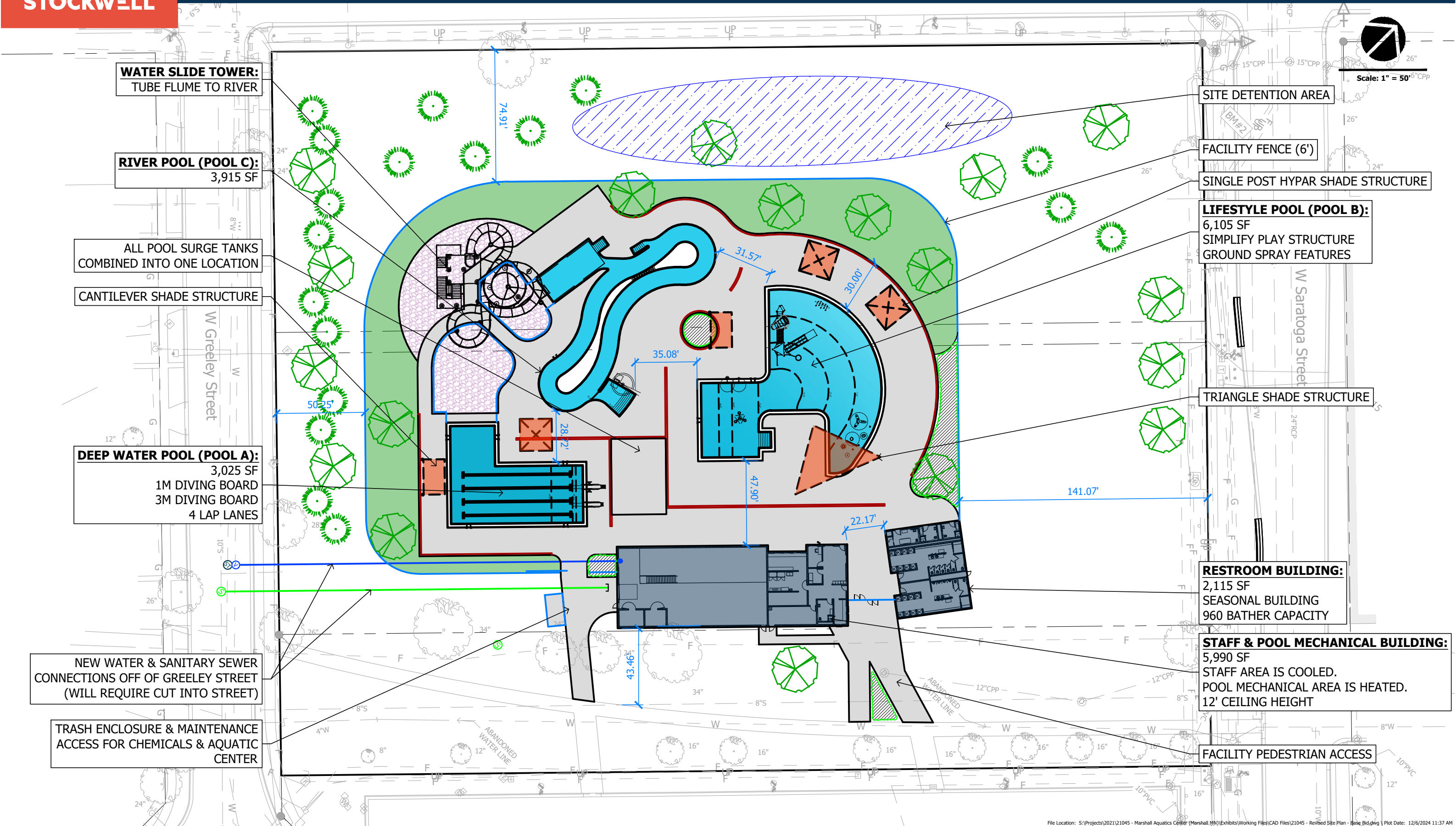
**CITY OF MARSHALL, MINNESOTA**  
**PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**  
**12/10/2024**

PROJECT #:	Coding	DATE		CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	66,794.00				11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	(67,734.09)	3,777,763.22		3,518,016.32	259,746.90		-	-	100.00%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuypers Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00	720.00		-	-	100.00%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00	51,540.63					23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00			1,352,002.13	105,509.28	76,711.13	1,378,877.46	52.67%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60	50,738.00	1,616,444.60			1,530,061.80		80,529.57	5,853.23	99.64%
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.60	19,981.45	152,486.05			152,486.05		-	-	100.00%
ST-002	495-43300-55170	3/26/2024	Bituminous Overlay on Various City Streets	Central Specialties Inc.	587,422.58		587,422.58			523,278.81		33,400.77	30,743.00	94.77%
ST-010	482-43300-55170	4/23/2024	Lyon Circle Reconstruction	A&C Excavating, LLC	161,580.80		161,580.80			120,029.86		6,317.36	35,233.58	78.19%
PK-015	482-45200-55170	4/23/2024	Independence Park parking lot (back)	Towne & Country Excavating LLC	197,216.00	(5,472.00)	191,744.00			191,744.00		-	-	100.00%
					14,679,869.89	752,951.36	15,432,821.25	118,334.63	3,695,016.32	4,130,069.55	105,509.28	208,780.83	1,474,166.64	



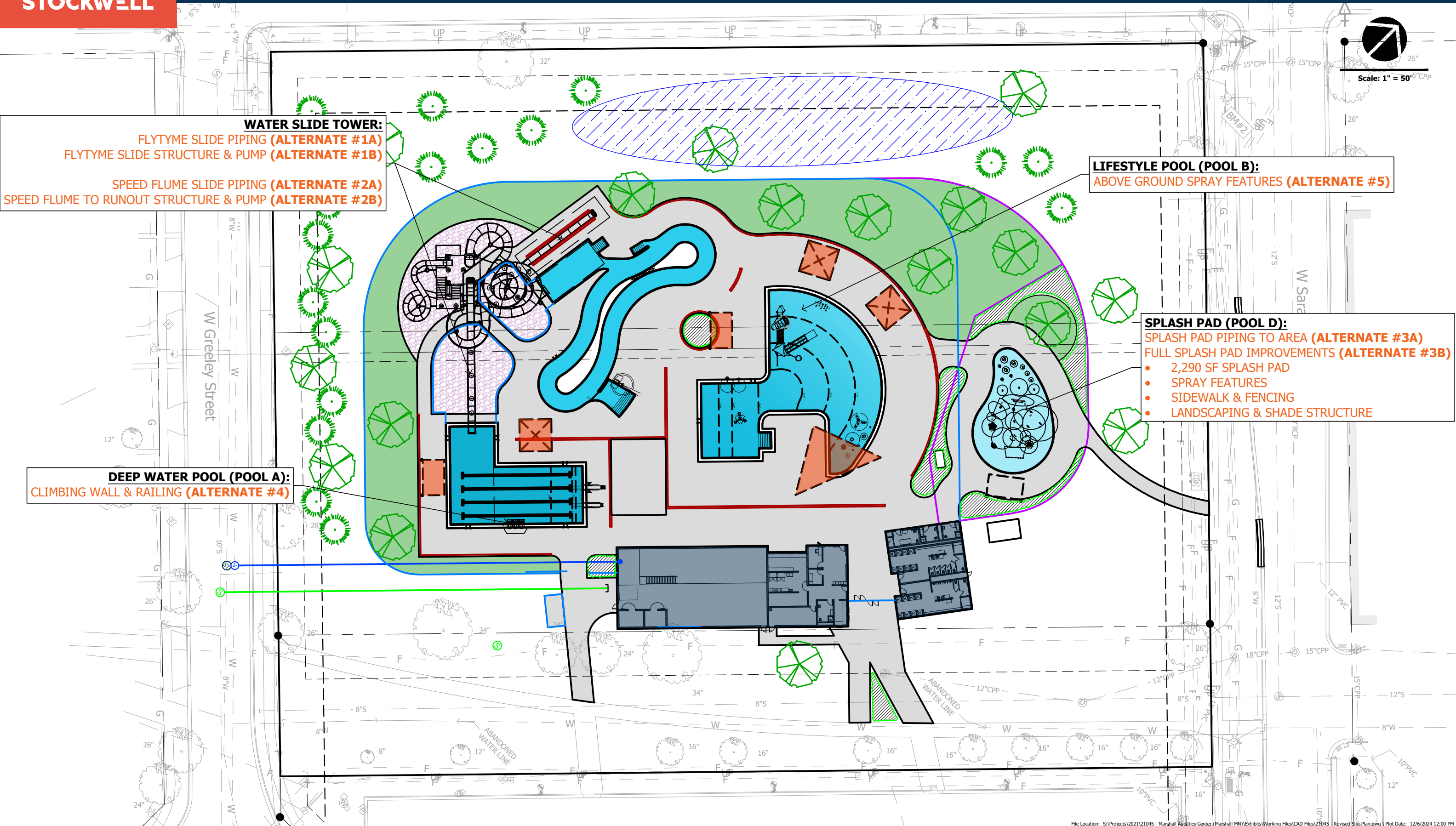
## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Sharon Hanson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Redesign of Marshall Aquatic Center and Direct Contegrity and Stockwell to Develop Final Plans, Specifications and Bidding Documents for a Proposed January 2025 Advertisement for Bid Request to Council.
<b>Background Information:</b>	<p>On August 29, 2024, the city opened bids for the Marshall Aquatic Center project. Due to higher than estimated bids being received, at the September 10, 2024, City Council rejected the bids and gave authorization and direction to staff to explore construction management services for the aquatic center.</p> <p>At the September 24, 2024 Council meeting, the Council authorize staff to finalize an agreement with Contegrity Group, Inc.</p> <p>Since that time Contegrity has been working with Stockwell and contract providers on redesign elements that could be incorporated into final redesigned bid documents.</p> <p>The Aquatic Center Committee met to review a redesigned aquatic center and recommended the proposed redesigned concept come forward to full Council for consideration.</p>
<b>Fiscal Impact:</b>	See attached.
<b>Alternative/ Variations:</b>	Do not proceed with the redesign process.
<b>Recommendations:</b>	Consider Redesign of Marshall Aquatic Center and Direct Contegrity and Stockwell to Develop Final Plans, Specifications and Bidding Documents for a Proposed January 2025 Advertisement for Bid Request to Council.



Revised Site Plan - BASE BID

Item 10. Marshall Aquatic Center



**WATER SLIDE TOWER:**  
FLYTYME SLIDE PIPING (ALTERNATE #1A)  
FLYTYME SLIDE STRUCTURE & PUMP (ALTERNATE #1B)  
SPEED FLUME SLIDE PIPING (ALTERNATE #2A)  
SPEED FLUME TO RUNOUT STRUCTURE & PUMP (ALTERNATE #2B)

**LIFESTYLE POOL (POOL B):**  
ABOVE GROUND SPRAY FEATURES (ALTERNATE #5)

**DEEP WATER POOL (POOL A):**  
CLIMBING WALL & RAILING (ALTERNATE #4)

**SPLASH PAD (POOL D):**  
SPLASH PAD PIPING TO AREA (ALTERNATE #3A)  
FULL SPLASH PAD IMPROVEMENTS (ALTERNATE #3B)  
• 2,290 SF SPLASH PAD  
• SPRAY FEATURES  
• SIDEWALK & FENCING  
• LANDSCAPING & SHADE STRUCTURE

File Location: S:\Projects\2021\21045 - Marshall Aquatics Center (Marshall MN)\Exhibits\Working Files\CAD Files\21045 - Revised Site Plan.dwg | Plot Date: 12/6/2024 12:00 PM

Revised Site Plan - ALTERNATES

Item 10. Marshall Aquatic Center



# Marshall Aquatic Center

## Budget - Revised Concept Estimate



December 10, 2024

CATEGORY OF WORK		Budget
Site	Estimate	\$2,849,438.00
Building	Estimate	\$3,406,674.34
Aquatics	Estimate	\$7,900,000.00
<b>TOTALS</b>		<b>\$14,156,112.34</b>

### Contingency

Design/Bid/Market Fluctuation	Budget 4.0%	\$566,244.49
Construction	Budget 3.0%	\$424,683.37
General Conditions	Budget/Estimate	\$847,621.63
CM Fee	Contegrity Group, Inc.	\$429,000.00
Architect & Engineer Fee	Architect - Design	\$1,360,300.00
Architect & Engineer Fee	Architect - CA	\$870,000.00

**CONSTRUCTION TOTAL: \$18,653,961.83**

### Owner Items

Owner Furnished (furniture/float/etc.)	Budget	\$200,000.00
Site PA & Sound System	Budget	\$75,000.00
Concessions Equipment	Budget	\$60,000.00
Owner - Previous Expenditures		TBD

**ESTIMATED PROJECT TOTAL: \$18,988,961.83**

Project Budget \$18,370,000.00

Amount **Over/Under Budget** **\$618,961.83**

### Notes:

\* ESTIMATE IS BASED ON AN OPEN COMPETITIVE BID ENVIRONMENT INCLUDING MANUFACTURERS AND SUPPLIERS.

\* LIQUIDATED DAMAGES ARE NOT ACCOUNTED FOR IN THIS ESTIMATE

\* ESTIMATE IS BASED ON HISTORICAL VALUES AND IS AN APPROXIMATION OF CONSTRUCTION COSTS FOR WORK BEGINNING IN SPRING OF 25

\* GENERAL CONDITIONS (Owner Budget) are for items such as; Site Fencing, Portable Toilets, Dumpsters, Office Trailer, Plan Reproduction, Mailing Fees, Temp Signage, Temp Power, Temp Heat/Cool, Special Inspections/Testing, Builders Risk Insurance, Temp Enclosures, Safety Barricades, Fire Protection, Moving Expense, Final Cleaning, Temp Storage, On Site Supervision & permits.

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider an Ordinance Amending Ch. 14 Animals
<b>Background Information:</b>	<p>Chapter 14 Animals was last updated in 2008 and needed refreshment. Many of the processes outlined in the ordinance are either obsolete or have changed. Definitions were updated and dangerous animal(dog) and potentially dangerous animal(dog) now matches the statutory definition. Common pets such as hamsters, gerbils and guinea pigs were not allowed under the ordinance.</p> <p>The amendments would also introduce a new section to allow backyard chickens. The Legislative and Ordinance Committee met on September 10 and invited veterinarian Scott Kuecker and Southwest Health and Human Services personnel to discuss chickens. The L&amp;O Committee reviewed other cities that allowed chickens, and all members voted in favor of introducing the amendments.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	To adopt Ordinance 24-026 amending Ch. 14 Animals and removing Article 14-V Backyard Chickens and authorize its summary publication.
<b>Recommendations:</b>	To adopt Ordinance 24-026 amending Ch. 14 Animals and authorize its summary publication.

City	Chickens Allowed	How Many	Neighbor Sign Off	Roosters	Slaughter	Notes
Hutchinson	No	N/A	N/A	N/A	N/A	
Alexandria	No	N/A	N/A	N/A	N/A	
Worthington	No	N/A	N/A	N/A	N/A	
Willmar	No	N/A	N/A	N/A	N/A	
Brainerd	Yes	4	No	No	No	
New Ulm	Yes	4	Yes	No	No	
Fergus Falls	Yes	4	Yes	No	No	
Buffalo	Yes	4	No	No	No	
Cloquet	Yes	5	75%	No	No	Lot 10890sq ft minimum
St. Peter	Yes	6	No	No	No	

**CITY OF MARSHALL  
ORDINANCE 24-026**

**AN ORDINANCE AMENDING CHAPTER 14 ANIMALS**

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

**SECTION 1:            AMENDMENT** “Section 14-1 Definitions” of the Marshall Municipal Code is hereby *amended* as follows:

**A M E N D M E N T**

Section 14-1 Definitions

The following words, terms and phrases, used in this section have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

(a) *Animals* mean ~~cattle, horses, mules, sheep, goats, swine, ponies, ducks, geese, turkeys, chickens, guinea hens, dog, cats, and all other animals and feathered fowl; provided, however, that this definition shall extend to this chapter only.~~ any mammal, reptile, amphibian, fish, bird (including all fowl and poultry). Animals shall be classified as follow:

(1) Domestic: Those animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, guinea pigs, ferrets, domesticated rabbits, domesticated rats, fish, and non-venomous reptiles and amphibians.

(2) Wild or Exotic: Those animals commonly considered to be naturally wild or not naturally trainer or domesticated, or which are commonly considered to be inherently dangerous to the health, safety, and welfare of people. Unless otherwise defined, such animals shall include:

- a. Any member of the large cat family (family felidae) including lions, tigers, cougars, bobcats, leopards, and jaguars, excluding commonly accepted domesticated house cats.
- b. Any naturally wild member of the canine family (family canidae) including wolves, foxes, coyotes, dingoes, and jackals, excluding commonly accepted domesticated dogs.
- c. Any crossbreeds unless the crossbreed is commonly accepted as a domesticated house pet.
- d. Any member or relative or the rodent family including any skunk, raccoon, or squirrel, excluding those members otherwise defined as Domestic.
- e. Any venomous, or inherently dangerous member of the reptile or amphibian families including crocodiles and alligators.

- f. Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this Section, including but not limited to bears, deer, monkeys and game fish.
- (3) Farm: Those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equidae family, bovidae family, camelidae family, suidae family, poultry, fowl, and bees.
- (b) *Animal control authority* means the director of public safety or his designated representative.
- (c) *Animal shelter* means facility operated for the purpose of impounding or caring for animals held under the authority of this Code.
- (d) *At large* means off the premises of the owner and not under restraint.
- (e) *Cat* means any domestic feline animal (*Felis domesticus*) male, female, sexed or neutered.
- (f) *Dangerous animal* means any ~~live, domestic or wild~~ animal that has;
- (1) Without provocation, inflicts substantial bodily harm upon a human being on public or private property;
  - (2) Killed a domestic animal without provocation while off the owner's property; or
  - (3) Been found to be potentially dangerous, ~~or~~ and after the owner has been notified that the animal is potentially dangerous, the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals.
- ~~(g) Designated veterinarian means a veterinarian licensed to practice veterinary medicine in the state, who has a practice located within the city, and who has agreed to act as an agent of the city for the purpose of selling dog and cat licenses.~~
- (h) *Dog* means any domestic animal (*Canis familiaris*) male or female, sexed or neutered.
- (i) *Has been bitten* means has been seized with the teeth or jaws, so that the skin of the person or animal seized has been nipped or gripped, or has been wounded or pierced, including scratches, and includes probable contact of saliva with a break or abrasion of the skin as determined by a licensed physician. The term "has been bitten" shall also include contact of saliva with any mucous membrane.
- (j) *Own* means keep, harbor or have control, charge or custody of an animal ~~dog or cat~~. This term shall not apply to animals ~~dog or cats~~ owned by others which are temporarily maintained on the premises of a veterinarian or kennel operator for a continuous period of less than 30 days.
- (k) *Owner* means any person, partnership or corporation owning, keeping, harboring or having charge or control of, or permitting any animal to habitually be or remain on, or be lodged or fed within such person's house, yard, or premises. This term shall not apply to veterinarians or kennel operators temporarily maintaining on their premises animals ~~dogs and cats~~ owned by others for a continuous period of less than 30 days. An animal is deemed harbored if it is fed or sheltered for three consecutive days or more.
- (l) *Potentially dangerous animals* means any animal that has:
- (1) When unprovoked, inflicts bites on a human or domestic animal on public or private property;



- (2) When unprovoked, chases or approaches a person, including a person on a bicycle, upon the ~~public~~-streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
- (3) Has a known propensity, tendency or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals, as previously documented by law enforcement or the City in general.
- (m) *Public nuisance* means an act or failure to perform a legal duty by an animal owner.
- (n) *Rabies control authority* means the animal control authority.
- (o) *Restraint* means any animal secured by a leash or lead or within the real property limits of its owner.
- (p) *Substantial bodily harm* means bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member.
- (q) *Vaccination against rabies* means the inoculation of a dog or cat with a rabies vaccine licensed for the species by the United States Department of Agriculture and recommended in the current Compendium of Animal Rabies Vaccines prepared by the National Association of State Public Health Veterinarians. (Wherever cat rabies is a problem, officials should include cats). Such vaccination must be performed by a veterinarian duly licensed to practice veterinary medicine in the state or in a state where the practice is located.

(Ord. No. 591 2nd series, § 1, 4-21-2008)

**Cross reference(s)**—Definitions generally, § 1-2.

**SECTION 2:**            **AMENDMENT** “Section 14-2 General Regulations” of the Marshall Municipal Code is hereby *amended* as follows:

## A M E N D M E N T

### Section 14-2 General Regulations

- (a) No persons shall rob, injure or destroy any birds' nests within the limits of any park or parkway within the corporate limits of this municipality, nor aim or discharge any air gun, slingshot or other weapon, or throw any stone or other missile at any bird or bird's nest or wild animal within a park or parkway within the corporate limits of this municipality, nor in any manner capture or kill any bird or wild animal therein.
- (b) It is unlawful for any person to keep any animal, not in transit, in any part of the city ~~not permitted by the zoning code~~ except:
  - (1) ~~for d~~ Domestic pets which shall be kept for personal use only;
  - (2) Farm animals as permitted in the agricultural zoning district defined in Chapter 86;

- (3) Farm, domestic, wild or exotic animals kept for display, exhibition, performance, or contest at the Lyon County Fairgrounds; or as part of a show, exhibition, or event for a period not to exceed 48 hours;
- (4) Animals used in a parade which a city permit had been issued;
- (5) Animals kept in a laboratory for scientific purposes;
- (6) Domestic and Farm animals kept for retail sale in a business establishment located in a zoning area permitted under Chapter 86;
- (7) Chickens as permitted under Article 14-V.
- (c) It is unlawful for any person to keep any animals in any structure infested by rodents, vermin, flies or insects.
- (d) No persons shall at any time set, lay, prepare or have in possession any trap, snare, artificial light, net, bird line, ferret or other contrivance for the killing, capturing or taking of any bird or wild animal within any park or parkway within the corporate limits of this municipality.
- (e) No person shall allow, permit or place any animal upon any public ~~park, bike path or foot bridge, or upon any grass, turf, boulevard, city park, cemetery, garden or~~ private property, without the specific permission from the owner. The restrictions of this subsection do not prohibit the appearance of any dog or cat upon streets or public property when the dog or cat is on a leash ~~, or under the control of the person charged with its care.~~
- (f) No person shall allow or permit any animal to defecate upon any public ~~park, bike path or foot bridge, or upon any grass, turf, boulevard, city park, cemetery, garden or~~ private property, without specific permission from the owner, unless any and all excrement is immediately removed and disposed of in a sanitary manner by the person charged with the animal's care. Any person having custody ~~or control~~ of any animal when such animal is upon any of the places or areas described in this subsection to have in his possession a device or equipment for excrement removal.
- (g) All owners must provide proper nourishment, including water and food for their animals. Owners must maintain their property in a sanitary condition and must clean up and dispose of animal waste in a reasonable time so as to protect the public health safety and a general welfare.

(Ord. No. 591 2nd series, § 1, 4-21-2008)

**SECTION 3:            AMENDMENT** “Section 14-3 Prohibited Animals” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 14-3 Prohibited Animals

No person, corporation, or business shall keep, maintain, offer for sale or harbor within the city farm, wild or exotic animals unless allowed under Article 14-V or Section 14-2, ~~any of the~~

~~following animals:~~

- ~~(a) Any animal or species prohibited or regulated by state or federal law.~~
- ~~(b) Any member, hybrid or crossbreeds and offspring from all subsequent generations of the cat family (felid) including but not limited to lions, tigers, cougars, bobcats, leopards, and jaguars, but excluding those recognized as domesticated house cats.~~
- ~~(c) Any naturally wild member, hybrid or crossbreeds and offspring from all subsequent generations of the canine family (canid) including but not limited to wolves, foxes, coyotes, dingoes, and jackals, but excluding those recognized as domesticated dogs.~~
- ~~(d) Any member or relative of the rodent family including but not limited to skunks (whether or not descended), raccoons or squirrels. Any poisonous, venomous, constricting or inherently dangerous member of reptile or amphibian families, crocodiles and alligators, except when confined to the owner's residence.~~
- ~~(e) Any, monkeys, apes, gorillas, or lemurs. Any bees, chinchillas or mink. Rabbits kept and maintained for breeding, production, or any other use excluding those recognized as domesticated pets. Any other animal that is not explicitly listed in this section which can be reasonable defined by the terms of this section.~~

~~Any farm animals including but not limited to cattle, oxen, buffalo, sheep, mules, goats, pigs, or other hoofed animals, chickens, ducks, geese, turkeys, pheasants, or other fowl, except as permitted in the agricultural zoning district defined in chapter 86.~~

(Ord. No. 615 2nd series, § 1, 10-27-2009)

**SECTION 4:**        **AMENDMENT** “Section 14-21 Vaccination Of Dogs And Cats” of the Marshall Municipal Code is hereby *amended* as follows:

## AMENDMENT

### Section 14-21 Vaccination Of Dogs And Cats

- (a) All dogs and cats three months of age and older shall be vaccinated against rabies. All unvaccinated dogs and cats acquired or moved into the city must be vaccinated within 30 days after purchase or arrival unless under three months of age, as specified in this section. Every dog and cat shall be revaccinated for rabies every 12 months. When a dog or cat is vaccinated with a vaccine that lasts longer than 12 months, it shall not have to be revaccinated during the period of the vaccine.
- (b) It shall be the duty of each veterinarian, when vaccinating any dog or cat, to complete a certificate of rabies vaccination (in triplicate) for each animal vaccinated. The certificate shall include the following information:
  - (1) Owner's name and address.
  - (2) Description of dog or cat (breed, sex, markings, age, name).
  - (3) Date of vaccination.
  - (4) Rabies vaccination tag number.

(5) Type of rabies vaccine administered.

(6) Manufacturer's serial number of vaccine.

~~Distribution of copies of the certificate shall be: The original will be forwarded to the rabies control authority, the first copy will be given to the owner, and the second copy will be retained by the issuing veterinarian. The veterinarian and the owner shall retain their copies for the interval between vaccinations.~~ A durable metal or plastic tag, serially numbered, issued by the City Clerk~~rabies control authority~~, shall be securely attached to the collar or harness of the dog or cat. Whenever the dog or cat is out of doors, whether on or off the owner's premises, the collar or harness with the vaccination tag must be worn.

- (c) The cost of rabies vaccination shall be borne by the owner of the dog or cat.
- (d) *Transient dogs or cats.* The provisions of this article with respect to vaccination shall not apply to any dog or cat owned by a person temporarily remaining within the city for less than 30 days, or any dog brought into the city for field trial or show purposes, nor for hunting dogs in the state for less than 30 days. Such dogs shall be kept under strict supervision of the owner. However, it shall be unlawful to bring any dog or cat into the city which does not comply with the animal health laws and import regulations of the state, which are applicable to dogs or cats.
- (e) It is recommended that organized shows and field trials require current rabies vaccination as a prerequisite of registration.

(Ord. No. 591 2nd series, § 1, 4-21-2008)

**SECTION 5:**        **AMENDMENT** “Section 14-46 Running At Large Prohibited” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 14-46 Running At Large Prohibited

It is unlawful for any person who owns, harbors, or keeps an animal, or the parents or guardians of any person under 18 years of age to allow an animal to run at large. ~~An animal shall not be deemed to be running at large if it is on a leash or otherwise under the control of the accompanying person.~~

(Ord. No. 591 2nd series, § 1, 4-21-2008)

**SECTION 6:**        **AMENDMENT** “Section 14-47 Dog And Cat Licenses” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

## Section 14-47 Dog And Cat Licenses

- (a) All dogs and cats over the age of three months, kept, harbored or maintained by their owners in the city, must be licensed with the city. ~~Licenses may be purchased through any designated veterinarian or the city clerk.~~ No license shall be granted for a dog or cat which has not been vaccinated pursuant to this chapter. The licensing provisions of this section shall not apply to dogs or cats whose owners are nonresidents temporarily within the city, commercial retailers, nor to dogs or cats brought into the city for the purpose of participating in any dog or cat show.
- (b) Applications for a dog or cat license shall be obtained through ~~a designated veterinarian or~~ the city clerk, on an application form supplied by the city, and shall state the owner's name and address, and the name, breed, color and sex of each dog or cat owned or kept by the owner. All applications shall be accompanied by a certificate of vaccination stating the dog or cat has been vaccinated according to the terms of this chapter.
- (c) ~~The city clerk shall provide all designated veterinarians with dog and cat licenses. Upon receiving a valid application and the licensing fee, a designated veterinarian or the city clerk shall issue to the owner a license and a receipt. The license tag will have a prestamped registration number. The term of the license shall coincide with the duration of the rabies vaccination tag period. The pre-numbered license tag shall correspond to the receipt issued for the license. All licensed dogs and cats must wear a collar, with the tags firmly affixed to it, as evidence of such license for the current rabies vaccination period. A duplicate for a lost tag may be issued by a designated veterinarian or city clerk upon presentation of the receipt showing the payment of the license fee for the current rabies vaccination period, and payment of a fee as designated by city council. License tags are not transferable, and no refunds made on any dog or cat license fee because of leaving the city or death of the dog or cat before expiration of the license.~~
- (d) ~~All dog and cat licenses shall expire on the date the rabies vaccination expires. The license fee for all dogs or cats shall be set by the city council. Fees received by the city clerk and designated veterinarians for dog and cat licenses and tags must be forwarded to the city clerk and used as designated by the city council.~~

(Ord. No. 591 2nd series, § 1, 4-21-2008)

**SECTION 7:            AMENDMENT** “Section 14-49 Public Nuisance” of the Marshall Municipal Code is hereby *amended* as follows:

### AMENDMENT

#### Section 14-49 Public Nuisance

It is unlawful to own or keep an animal which is a nuisance to the public. It is unlawful for an

animal owner to act or fail to perform a legal duty where:

- (a) An animal owner intentionally maintains or permits a condition which unreasonably annoyed, injured, or endangered the safety, health, comfort, or repose of any member of the public;
- (b) An animal habitually worries, chases, or molests teams or persons traveling peaceably on the public road is a public nuisance~~passersby or passing vehicles;~~
- (c) An animal ~~A~~ attacks other animals unprovoked;
- ~~(d) Is repeatedly at large; or~~
- (e) ~~Damages private or public property~~ An animal damages plantings or structures or defecates on public property or on private property without the consent of the owner or possessor of the property shall be deemed a public nuisance.

(Ord. No. 591 2nd series, § 1, 4-21-2008)

**SECTION 8:            AMENDMENT** “Section 14-71 Potentially Dangerous And Dangerous Animals” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 14-71 Potentially Dangerous And Dangerous Animals

(a) *Potentially dangerous animals.*

- (1) It is unlawful to own or keep an animal which is potentially dangerous to persons or property; provided, however, that the council may issue a special permit for keeping dog used for safety purposes. ~~An animal is deemed potentially dangerous if the following criteria are met:~~
  - ~~a. When unprovoked, inflicts bites on a human or domestic animal on public or private property;~~
  - ~~b. When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the animal owner's property, in an apparent attitude of attack; or~~
  - ~~c. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.~~
- (2) If an animal has been declared potentially dangerous, the owner must adhere to the following provisions within 14 days of the declaration:
  - a. The owner must post on the premises where the animal is kept, a clearly visible warning sign, including a warning symbol to inform children that there is a potentially dangerous animal on the property.
  - b. If the animal is outside of a proper enclosure as defined by Minn. Stat. § 347.50, the animal must be restrained by a substantial leash,

muzzled, and under the physical restraint of the responsible person.

- (b) *Dangerous animals*. It is unlawful to own or keep an animal that is dangerous to persons or property; provided, however, that the council may issue a special permit for keeping dog used for safety purposes. ~~An animal is deemed dangerous if the following criteria are met:~~

- ~~(1) Without provocation, inflicted substantial bodily harm on a human being on public or private property;~~
- ~~(2) Killed a domestic animal without provocation while off the owners' property; or~~
- ~~(3) Been declared to be potentially dangerous, and after the owner has notice that the animal is potentially dangerous, the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals~~

(Ord. No. 591 2nd series, § 1, 4-21-2008)

**SECTION 9:**        **AMENDMENT** “Section 14-76 Enforcement” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 14-76 Enforcement

The civil and criminal provisions of this chapter must be enforced by those persons or agencies designated by the director of public safety. When taking action on any citation issued under this section, the city shall provide written notice of the violation in accordance with the administrative citation procedure set forth under Chapter 2 Article VII in the City of Marshall City Code. An owner may appeal pursuant to the administrative procedure process set forth in Section 2-409.

(Ord. No. 591 2nd series, § 1, 4-21-2008)

**SECTION 10:**        **ADOPTION** “ARTICLE 14-V BACKYARD CHICKENS” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

##### ARTICLE 14-V BACKYARD CHICKENS(*Added*)

**SECTION 11:**        **ADOPTION** “Section 14-80 Definitions” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 14-80 Definitions(*Added*)

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) **Backyard Chickens** means chickens, as permitted pursuant under this article, to be kept in residential backyards.
- (b) **Chicken** means a domesticated bird that serves as a source of food.
- (c) **Chicken Coop** means structure for the keeping and housing of chickens.
- (d) **Hen** means a female chicken.
- (e) **Rooster** means a male chicken.
- (f) **Run** means an enclosed area attached to a coop where chickens can roam unsupervised.

**SECTION 12:**        **ADOPTION** “Section 14-81 Generally” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 14-81 Generally(*Added*)

- (a) It is unlawful for any person to own, control, keep, maintain or harbor hen chickens in the Residential district of the City unless issued a permit to do so.
  - (1) No roosters are permitted.
  - (2) Up to five (5) chickens may be kept at any time.
  - (3) A run or exercise yard conforming with this section is required.
  - (4) The property shall be maintained in neat and sanitary condition so as not to become a public nuisance. The construction and use of any enclosures or pens and storage areas shall comply with all applicable building codes, Department of Agriculture regulations, and this article. No backyard chicken may be kept or raised in a manner as to cause injury or annoyance to persons or other animals on other property in the vicinity by reason of noise, odor, or filth.
  - (5) Other than licensed plants that process meat, poultry, and/or wild game, slaughter of chickens is prohibited within city limits and deceased chickens must be disposed of according to Minnesota Board of Animal Health rules and must be removed within 48 hours.



- (6) Chicken manure is to be contained in a weather and pest proof container.
  - a. Removed weekly or be used as fertilizer to incorporate into soil.
  - b. Must not be allowed to accumulate to cause unsanitary conditions or odors detectible from adjacent properties.
- (7) All food shall be stored in enclosed, rodent proof containers.
- (8) Consistent with City zoning, no commercial egg or chicken retail operations in any R district within the City.

**SECTION 13:**        **ADOPTION** “Section 14-82 Permits” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

Section 14-82 Permits(*Added*)

- (a) Permits are to be issued annually from January 1 to December 31 with new applications submitted for each renewal. Applications are to be made to the City Clerk. The permit fee shall be as set forth in the resolution establishing fees and charges as may be amended from time to time by the city council.
- (b) Only one permit may be issued per lot.
- (c) If an applicant is not the owner of the property, the legal property owner must also approve and sign the application.
- (d) Permits are non-transferable to other properties and/or persons.
- (e) Site plans and coop designs are to be included with the permit application.
- (f) Exception. No permit is required under this article for the keeping of chickens in the Agricultural zoning district, provided, however, that all other applicable state and local requirements must be strictly adhered to when keeping chickens in said locations.

**SECTION 14:**        **ADOPTION** “Section 14-83 Confinement” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

Section 14-83 Confinement(*Added*)

All permit holders shall adhere to the following requirements below related to chicken coops and runs. No permit shall be issued under this article unless an applicant can demonstrate an ability to comply with such requirements.

- (a) No resident shall keep chickens inside a residential dwelling or in an attached or detached garage, except that chickens under the age of six (6) weeks may be kept

- inside for brooding purposes.
- (b) Chickens shall be kept in a fully enclosed, wind and weatherproof secure roofed enclosed structure which has sufficient windows for natural light.
  - (c) The chicken coop must have a heat source for the winter months. Electrical and heat sources shall comply with the City's building code. Any installation of electricity must be installed with a permit and no extension cord to or within the coop may be used.
  - (d) Any coop and run shall be screened with a solid fence or landscaped buffer with a minimum height of four (4) feet and must be consistent with building and zoning codes.
  - (e) All coops and runs must be located within the rear or side yard subject to required setbacks and at least ten (10) feet from any property line and at least 20 feet from the principal dwelling of any adjacent lots.
  - (f) Coops must either be:
    - (1) Elevated with clear open space of at least 24 inches between the ground surface and framing/floor of the coop; or
    - (2) The floor, foundation and footing must be constructed using rodent resistant materials.
  - (g) Coops are not allowed to be in any part of a home and/or garage or attached to them. No chicken coop or run shall be constructed on any lot prior to the time of construction of the principal structure.
  - (h) Chickens must be secured in a chicken coop from sunset to sunrise each day. During daylight hours, chickens must be secured in either a chicken coop or in a run. No free range keeping of chickens is allowed.

**SECTION 15:**        **ADOPTION** “Section 14-84 Inspection” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

Section 14-84 Inspection(*Added*)

- (a) Any property permitted to have chickens under this article, including any chicken coop or run located thereon, may be inspected at any reasonable time by authorized city staff to inspect for compliance with this article and any other applicable laws and regulations, with notice to the property owner and, if different, the occupant.
- (b) A failure to meet any of the requirements outlined in this article may result in an Administrative Citation to correct the violation(s) and also may result in suspension or revocation of the permit.

**SECTION 16:**        **ADOPTION** “Section 14-85 Violations” of the Marshall Municipal Code is hereby *added* as follows:

## ADOPTION

### Section 14-85 Violations(*Added*)

- (a) The animal control officer, police officer, or other official of the city, is authorized to issue a written notice of violation of any provisions(s) of this Article, therein stating that an administrative citation may be issued if the violation continues and may be subject to either criminal penalties in paragraph 2 below, administrative remedies pursuant to Section 2-412 of the Code or both.
- (b) Any person violating the provisions of this subchapter shall be guilty of a misdemeanor. Each day a violation continues to exist shall constitute a separate offense. Nothing herein shall preclude the city from enforcing this article through other available mechanisms, including, but certainly not limited to, a civil action seeking injunctive relief or any other remedy in law or equity.
- (c) Repeated violations or non-compliance may result in revocation of the permit. Falsification of information required for a permit is also grounds for denial or revocation of a permit. Revocations may be contested in accordance with Section 2-409.

**SECTION 17:**        **EFFECTIVE DATE** This Ordinance shall take effect after its passage and summary publication.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Robert Byrnes, Mayor, City of  
Marshall

\_\_\_\_\_  
Steven Anderson, City Clerk, City of  
Marshall

**CITY OF MARSHALL  
AGENDA ITEM REPORT  
COUNCIL 12/10/24**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Adoption of an Ordinance Amending Chapter 86, Sections 71, 96, 102-108, and Adding Section 166 Certification of Cannabis Business License Application
<b>Background Information:</b>	<p>The State of Minnesota has passed the law making most of cannabis related product legal. For all practical purposes, the only thing local governments are permitted to do is regulate the locations of cannabis related businesses through their zoning ordinances. All sections presented today are being changed to find an appropriate place for each type of a State licensed cannabis related business.</p> <p>The proposed changes are done in a consistent and simple manner. All cannabis related businesses are combined into one use line that lists permitted license types appropriate for a particular district, either as a permitted or conditional use. Section 86-166 Certification Of Cannabis Business License Application is added to comply with the State Statutes.</p> <p>Additionally, Section 86-105 B-4 Shopping Center Business District is being repealed because this district is obsolete: no part of town is zoned B-4 anymore, so it is deleted from Section 86-71 Classes And Enumeration Of Districts. A few other minor changes were made in several sections to simplify the ordinances; many of them relate to recently passed other ordinance changes, such as Rental Ordinance.</p> <p>The changes were presented to the Legislative and Ordinance Committee on 9/24/24, and recommendations were made by the committee members and the City attorney to make some revisions. All discussed revisions are included in this version. At its October 22, 2024, meeting, Legislation and Ordinance committee reviewed these amendments and recommended approval.</p> <p>The Planning Commission conducted a public hearing on November 13, 2024, and unanimously recommended approval.</p> <p>The Ordinance amending Sections 71, 96, 102-107 and Adding Section 166 Certification of Cannabis Business License Application was introduced at the November 26, 2024, Council meeting.</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	Planning Commission and staff recommend that the Council adopt the Ordinance 24-025, which is the ordinance amending Sections 86-71 Classes and Enumeration of Districts, 86-96 A Agricultural District, 86-102 B-1 Limited Business District, 86-103 B-2 Central Business District, 86-104 B-3 General Business District, 86-105 B-4 Shopping Center Business District, 86-106 I-1 Limited Industrial District, and 86-107 I-2 General Industrial District, and adding new Section 86-166 Certification Of Cannabis Business License Application, all to comply with the new cannabis State regulations.

**CITY OF MARSHALL  
ORDINANCE 24-025**

**AN ORDINANCE AMENDING CHAPTER 86 TO COMPLY WITH STATE  
LICENSED CANNABIS RELATED BUSINESSES**

The Common Council of the City of Marshall do ordain:

**SECTION 1:**        **AMENDMENT** “Section 86-71 Classes And Enumeration Of Districts” of the Marshall Municipal Code is hereby *amended* as follows:

**A M E N D M E N T**

**Section 86-71 Classes And Enumeration Of Districts**

For the purpose of this chapter, the city is hereby divided into classes of districts which shall be designated as follows:

- (a) *Agricultural district.* A agricultural district.
- (b) *Residence districts.*
  - (1) R-1 ~~one-family~~ low density residence district;
  - (2) R-2 one- to four-family residence district;
  - (3) R-3 low to medium density multiple-family residence district;
  - (4) R-4 higher density multiple-family residence district;
- (c) *Special residence districts.*
  - (1) R-M manufactured home park district.
- (d) *Business districts.*
  - (1) B-1 limited business district;
  - (2) B-2 central business district;
  - (3) B-3 general business district;
  - ~~(4) B-4 shopping center business district.~~
- (e) *Industrial districts.*
  - (1) I-1 limited industrial district;
  - (2) I-2 general industrial district.

(Code 1976, § 11.05(1); Ord. No. 732 2nd Series, § 1, 1-8-2019)

**State law reference(s)**—Districts authorized, Minn. Stat. § 462.357, subd. 1.

**SECTION 2:**        **AMENDMENT** “Section 86-96 A Agricultural District” of the Marshall Municipal Code is hereby *amended* as follows:

## AMENDMENT

### Section 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:
- (1) Cultivation, maintenance, or harvest of plants for the sale or other commercial use.
  - (2) Cannabis related businesses as follows: cannabis cultivator, as defined by state law and licensed by the Minnesota Office of Cannabis Management.
  - (3) Farming and truck gardening, nurseries and greenhouses.
  - (4) Golf courses and country clubs.
  - (5) Hobby farms including keeping up to six horses, mules, sheep, goats, llamas, or ponies.
  - (6) Parks and recreational areas owned or operated by governmental agencies.
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the A agricultural district:
- (1) Accessory uses customarily incident to the uses permitted in subsections (a) and (b) of this section.
  - (2) Fallout shelters.
  - (3) Keeping ~~of not more than two~~ boarders and/or roomers by a resident family.
  - (4) Offices of persons and home occupations meeting the specific conditions of Section 86-50.
  - (5) Private garages and storage sheds.
  - (6) Private amateur radio towers and antennas complying with division 6.
  - (7) Private swimming pool when completely enclosed within a non-climbable fence five feet high with openings no greater than four inches in any dimension and self-closing and self-locking gate. Swimming pools exempt from the building permit requirements as defined in the state building code and hot tubs with latchable covers do not need to be enclosed.
  - (8) Single-family farm residences if used by the farm owner or operator, member of the immediate family, or an employee working on the premises.
  - (9) Private accessory equipment complying with Section 86-164, including, but not limited to, solar energy collectors and systems, playgrounds, and sports courts.
- (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:
- (1) Archery range

- (2) Automobile, motorcycle, go-cart or snowmobile race and driving tracks.
  - (3) Billboards or advertising signs complying with the following conditions:
    - a. The size may not exceed 1,000 square feet and the height shall not exceed 45 feet.
    - b. There shall be no more than two sign panels, and the sign length shall not exceed 55 feet.
    - c. Such signs shall not be located closer than 200 feet to each other or to any residential district.
  - (4) Cemeteries, memorial gardens, and crematoriums.
  - (5) Commercial solar energy collectors and systems.
  - (6) ~~Keeping of three or more roomers or boarders.~~
  - (7) Kennels.
  - (8) Other uses of the same general character as listed in subsection (b).
  - (9) Outdoor and indoor gun ranges.
  - (10) Recreational vehicle parks and camp sites.
  - (11) Riding stables with up to six horses.
  - (12) Shrimp and fish growing operations.
  - (13) 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 2 1/2 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.
  - (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 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, unless the land being annexed is located within orderly annexation area and is not zoned A agricultural at the time of annexation.

(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; Ord. No. 734 2nd Series, 2-12-2019; Ord. No. 741 2nd series, § 1, 9-24-2019)

**Cross reference(s)**—Animals, ch. 14.

**SECTION 3:            AMENDMENT** “Section 86-102 B-1 Limited Business District” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 86-102 B-1 Limited Business District

- (a) *Intent; scope.* This section applies to the B-1 limited business district. This B-1 district is intended to permit selected businesses in areas adjacent to residential neighborhoods where analysis of the population demonstrates that such establishment are required and desirable.
- (b) *Permitted uses.* The following uses shall be permitted in the B-1 district:
- (1) Antique, gift or florist shops.
  - (2) Automobile parking lots excluding repairs and the parking of trucks and buses.
  - (3) Barbershops or beauty shops.
  - (4) Business or professional offices.
  - (5) Cannabis related businesses as follows: lower potency hemp edible retailers and cannabis event organizers with no on-site events, as defined by state law and licensed by the Minnesota Office of Cannabis Management: Bbusinesses allowing off-sale retail sales requiring a registration under City Code, § 22-222. Businesses, except On-Site Intoxicating Hemp Product Businesses, must be located at least:
    - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
  - (6) Candy, ice cream, soft drinks or confectionery stores.
  - (7) Churches.
  - (8) Day care facility serving any number of individuals.
  - (9) Fallout shelter.
  - (10) Jewelry stores.
  - (11) Laundromats and dry cleaning laundry pickup store.



- (12) Leather goods and luggage shops.
  - (13) Medical clinics.
  - (14) Municipal or other government administration buildings, police or fire stations, community center buildings, museums or art galleries, and post office stations.
  - (15) Pharmacies or drugstores, including gifts, stationery and similar items.
  - (16) Photography studios.
  - (17) Pipe or tobacco shops.
  - (18) Public libraries.
  - (19) Retail bake or pastry shops.
  - (20) Retail medical supply stores.
  - (21) Tailor shops.
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the B-1 business district:
- (1) Accessory uses customarily ~~secondary incident~~ secondary to the uses permitted in subsections (a) and (b) of this section.
  - (2) Living quarters of persons employed on the premises.
  - (3) Off-street parking and loading as regulated by article VI of this chapter.
  - (4) Private garage.
  - (5) ~~Private swimming pool when completely enclosed within a chainlink or similar fence five feet high.~~
  - (6) Solar energy collectors and systems serving the individual property.
  - (7) Storage garages ~~where the lot is occupied by a multiple-family dwelling or an institutional dwelling.~~
- (d) *Conditional uses.* All conditional use permits for the B-1 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 B-1 business district by conditional use permit:
- (1) Boardinghouses and lodging houses.
  - (2) Gas station or car wash.
  - (3) Grocery stores, fruit and vegetable markets.
  - (4) Liquor stores (for consumption off the premises).
  - (5) Meat shops and cold storage lockers (excluding slaughtering).
  - (6) Medical, dental and optical labs.
  - (7) Mortuaries or funeral homes.
  - (8) Motels.
  - (9) Multiple-family dwellings, apartment buildings or townhouses containing not more than eight dwelling units.
  - (10) ~~Offices of persons and home occupations in existing structures when they meet the specific conditions of section 86-50.~~
  - (11) Other business uses of the same general character as listed in subsection (b).
  - (12) Parks and recreational areas.
  - (13) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.

- (14) Public utility stations and structures.
  - (15) Residential facility serving six or fewer individuals.
  - (16) Restaurants, cafes, delicatessens or tearooms.
  - (17) Shoe stores and shoe repair stores.
  - (18) Single-family detached dwellings.
  - ~~(19) Two-family dwellings under single ownership, joint ownership or tenants in common.~~
  - (20) Two-family dwellings under split ownership under the following conditions:
    - ~~a. The dwellings have separate utility service lines to each unit.~~
    - ~~b. The owner execute a common maintenance agreement containing covenants as to uniformity of exterior appearance of the dwellings for the life of the building.~~
    - ~~c. Proper separation of units exist as provided by the city building code.~~
    - ~~d. Such dwellings comply with all yard regulations for single-family dwellings, except side yard regulations between the dwelling units.~~
    - ~~e. The dwelling location on the lot be compatible with the neighborhood.~~
    - ~~f. Landscaping, fencing, grading, exterior lighting, construction and driveway conform to the surrounding neighborhood.~~
    - ~~g. Any accessory building is compatible with the dwellings and the surrounding neighborhood.~~
    - ~~h. The dwellings shall be a maximum height of two stories.~~
    - ~~i. Not more than 50 percent of the lot area shall be occupied by buildings.~~
    - ~~j. No unit shall be eligible under this use unless the division of the dwelling occurs along the lot lines.~~
  - (21) Water supply buildings, reservoirs, wells, elevated tanks, and other similar essential public utility structures, municipal or other government service buildings.
- (e) *Height, yard and lot coverage regulations.* Height, yard and lot coverage regulations for the B-2 district are as follows:
- (1) *Height regulations.* No building shall hereafter be erected or structurally altered to exceed three stories or 35 feet in height.
  - (2) *Front yard regulations.*
    - a. There shall be a front yard having a depth of not less than 25 feet on a lot or plot that abuts a minor street or a marginal access service street.
    - b. There shall be a front yard having a depth of 35 feet on a lot or plot that abuts a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.
    - c. There shall be a front yard on each street side of each corner lot. No accessory buildings shall project into the front yard line on either street.
    - ~~d. No front yard shall be required in the downtown district.~~
  - (3) *Side yard regulations.*

a. There shall be a side yard on each side of a building, having a width of not less than ten feet.

b. No building shall be located within 20 feet of any side lot line abutting a lot in any of the classes of residence districts.

~~e. No side yard shall be required in the downtown district.~~

(4) *Rear yard regulations.*

a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.

b. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts.

~~e. No rear yard shall be required in the downtown district.~~

(f) *Lot coverage regulations.* Not more than 50 percent of a lot shall be occupied by buildings. No lot coverage restrictions apply in the downtown district.

(g) *General regulations.* Additional regulations in the B-1 business district are set forth in article VI of this chapter, except that no outside storage or displays of property for sale shall be permitted on any premises in such district.

(Code 1976, § 11.12; Ord. No. 443, § 3, 11-6-2000; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008)

**Cross reference(s)**—Businesses, ch. 22.

**SECTION 4:**        **AMENDMENT** “Section 86-103 B-2 Central Business District” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 86-103 B-2 Central Business District

(a) *Intent; scope.* This section applies to the B-2 central business district. This B-2 district is intended to preserve and enhance the city's central business district as the prime center for office and government employment, shopping and cultural activities. This B-2 district shall be restricted to the downtown district.

(b) *Permitted uses.* The following uses shall be permitted in the B-2 business district:

- (1) Animal pet shops.
- (2) Antique, gift or florist shop.
- (3) Appliance sales and service stores.
- (4) Armories, convention or exhibition halls.
- (5) Art, office, school, camera and photography supply stores.
- (6) Audio recording sales or rental.
- (7) Auto parts stores.
- (8) Automobile parking lots and the parking of trucks and buses.
- (9) Banks and savings institutions.

- (10) Barbershops or beauty shops.
- (11) Bars, taverns, cocktail lounges, nightclubs, dancehalls and theaters.
- (12) Bicycle sales or repair shops.
- (13) Billiard or pool halls.
- (14) Book or stationery stores.
- (15) Bowling alleys.
- (16) Bus stations or taxistands.
- (17) Business, commercial or dance schools.
- (18) Business or professional offices.
- (19) Cannabis related businesses as follows: lower potency hemp edible retailers, cannabis retailers, cannabis delivery services, and cannabis event organizers, as defined in state law and licensed by the Minnesota Office of Cannabis Management; B~~usinesses allowing off-sale retail sales requiring a registration under City Code, § 22-222. Businesses, except On-Site Intoxicating Hemp Product Businesses,~~ must be located at least:
  - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
- (20) Cabinet or carpenter shops.
- (21) Cabinet stores.
- (22) Candy, ice cream, soft drinks or confectionery stores.
- (23) Carpet, rug and flooring stores.
- (24) Churches.
- (25) Clothing stores.
- (26) Commercial radio or television broadcasting station.
- (27) Communication center (within building).
- (28) Department stores.
- (29) Fallout shelter.
- (30) Furniture stores.
- (31) Grocery stores, fruit and vegetable markets.
- (32) Hardware, hobby, sporting goods or toy stores.
- (33) Jewelry stores.
- (34) Job printing, newspaper, lithographing or publishing plants.
- (35) Laundromats and dry cleaning laundry pickup store.
- (36) Leather goods and luggage shops.
- (37) Liquor stores (for consumption off the premises).
- (38) Loan and finance company offices.
- (39) Lodge rooms or clubhouses for fraternal organizations.
- (40) Meat shops and cold storage lockers (excluding slaughtering).
- (41) Medical clinics.
- (42) Medical, dental and optical laboratories.
- (43) Mortuaries or funeral homes.

- (44) Motels or motor hotels.
  - (45) Motion picture theatre.
  - (46) Municipal or other government administration buildings, police or fire stations, community center buildings, museums or art galleries, and post office stations.
  - (47) Music studios or musical instrument stores.
  - (48) Newsstands.
  - (49) Paint or wallpaper stores and interior decorating studios.
  - (50) Pet supply store.
  - (51) Pharmacies or drugstores; including gifts, stationery and similar items.
  - (52) Photography studios.
  - (53) Physical culture or health clubs and gymnasiums.
  - (54) Pipe or tobacco shops.
  - (55) Plumbing shops, television or radio repair shops; when operated as accessory uses to retail sales establishments.
  - (56) Public libraries.
  - (57) Restaurants, cafes, delicatessens or tearooms.
  - (58) Retail bakeries or pastry shops.
  - (59) Retail ice delivery stations (excluding manufacturing).
  - (60) Retail medical supply stores.
  - (61) Sewing machine sales and service stores.
  - (62) Shoe stores and shoe repair shops.
  - (63) Tailor shops.
  - (64) Variety stores.
  - (65) Veterinary clinic and hospital for small animals with associated indoor kennels where there are no animals allowed outside of a building at any time, where the entire business is conducted wholly within an enclosed sound proofed, heated and air conditioned building such that no noise or odors are perceptible beyond the property line.
  - (66) Video recording and equipment sales and repair stores.
  - (67) Watch or clock repair, locksmith or pawn shops.
  - (68) Water conditioning sales and services.
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the B-2 central business district:
- (1) Accessory uses customarily ~~secondary~~~~incident~~ to the uses permitted in subsections (a) and (b) of this section.
  - (2) Living quarters of persons employed on the premises.
  - (3) Off-street parking and loading as regulated by article VI of this chapter.
  - (4) Solar energy collectors and systems serving the individual property.
  - (5) Storage and parking garages ~~where the lot is occupied by a multiple-family dwelling, hospital or an institutional dwelling.~~
- (d) *Conditional uses.* All conditional use permits for the B-2 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 B-2 central business district by conditional use permit:

- (1) Automobile garages and repair shops, with no outside storage or sales of vehicles, equipment or accessories.
  - (2) Automobile laundry or car wash.
  - (3) Automobile service stations, for sale of gasoline, oil and accessories.
  - (4) Boardinghouses and lodgings; convalescent, nursing and rest home.
  - (5) Drive-in retail or service stores.
  - (6) Garden supply stores.
  - (7) Hospitals (excluding nonhuman).
  - (8) Multiple-family dwellings, apartment buildings or townhouses.
  - (9) Other business uses of the same general character as listed in subsection (b).
  - (10) Parks and recreational areas owned or operated by governmental agencies.
  - (11) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.
  - (12) Repair and rental shops of domestic type equipment and items.
  - (13) Residential facility or day care facility.
  - (14) Self-storage warehouse on floors other than main level.
  - (15) Sports arenas or stadiums, indoor skating rinks.
  - (16) Tire, battery and automobile accessories shops.
  - (17) Trade schools.
  - (18) Upholstery and furniture repair shops.
  - (19) Utility stations and structures.
  - (20) Water supply buildings, reservoirs, wells, elevated tanks, and other similar essential public utility structures, municipal or other government service buildings.
- (e) *Height, yard and lot coverage regulations.* Height, yard and lot coverage regulations for the B-2 district are as follows:
- (1) *Height regulations.* No building shall hereafter be erected or structurally altered to exceed 45 feet in height.
  - (2) *Front yard regulations.* No front yard shall be required.
  - (3) *Side yard regulations.* No side yard shall be required.
  - (4) *Rear yard regulations.* No rear yard shall be required.
- (f) *Lot coverage regulations.* There are no lot coverage regulations.
- (g) *General regulations.* Additional regulations in the B-2 central business district are set forth in article VI of this chapter.

(Code 1976, § 11.13; Ord. No. 443, § 3, 11-6-2000; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 613 2nd series, § 1, 8-25-2009; Ord. No. 703 2nd series, § 1, 12-8-2015)

**Cross reference(s)**—Businesses, ch. 22.

**SECTION 5:            AMENDMENT** “Section 86-104 B-3 General Business District” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 86-104 B-3 General Business District

- (a) *Intent; scope.* This section applies to the B-3 general business district. This B-3 district provides a location for uses that are appropriate to thoroughfare locations, are largely dependent upon thoroughfare traffic, and are not suitable within other business districts.
- (b) *Permitted uses.* The following uses shall be permitted in the B-3 business district:
- (1) Ambulance, taxi, bus, and rail stations or terminals.
  - (2) Antique, gift or florist shop.
  - (3) Apparel shops.
  - (4) Appliance sales and service stores.
  - (5) Art, office, school, camera and photography supply stores.
  - (6) Audio recording sales or rental.
  - (7) Auto parts and accessories.
  - (8) Automobile and truck sales or used car lots.
  - (9) Automobile garages and repair shops, with no outside storage of vehicles or equipment.
  - (10) Automobile laundries and car washes.
  - (11) Automobile parking lots and garages.
  - (12) Automobile service stations, for sale of gasoline, oil and accessories.
  - (13) Banks and savings institutions.
  - (14) Barbershops or beauty shops.
  - (15) Bars, taverns, cocktail lounges, nightclubs, dancehalls and theatres.
  - (16) Bicycle or motorcycle sales or repair shops.
  - (17) Billiard or pool halls.
  - (18) Book or stationery stores.
  - (19) Bowling alleys.
  - (20) Business, commercial or dance schools.
  - (21) Business or professional offices.
  - (22) Cannabis related businesses as follows: lower potency hemp edible retailers, cannabis retailers, cannabis delivery services, cannabis wholesaler, and cannabis event organizers, as defined by state law and licensed by the Minnesota Office of Cannabis Management; cannabis lounges and  
~~B~~businesses allowing off-sale retail sales requiring a registration under City Code, § 22-222. Businesses, except On-Site Intoxicating Hemp Product Businesses, must be located at least:
    - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section

120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.

- (23) Cabinet stores.
- (24) Candy, ice cream, soft drinks, or confectionery stores.
- (25) Carpenter, plumbing and heating, paint and wallpaper, and janitorial service shops.
- (26) Carpet and flooring stores.
- (27) Churches.
- (28) Day care facility serving any number of individuals.
- (29) Department stores.
- (30) Drive-in restaurants and other establishments that provide goods and services to patrons in automobiles.
- (31) Drive-in retail or service stores.
- (32) Drive-in theatres.
- (33) Drive-up bank and other offices.
- (34) Electric motors service shops.
- (35) Fallout shelter.
- (36) Furniture stores.
- (37) Garden and lawn supply stores.
- (38) Gas stations.
- (39) Glass sales and service stores.
- (40) Grocery stores or supermarkets.
- (41) Hardware, hobby, sporting goods or toy stores.
- (42) Health clubs.
- (43) Ice sales.
- (44) Jewelry stores and leather goods or luggage.
- (45) Laundromats and dry cleaning or laundry pickup stores.
- (46) Leather goods stores.
- (47) Liquor stores.
- (48) Loan and finance company offices.
- (49) Lodge rooms or clubhouses for fraternal organizations.
- (50) Marine or boat sales and repair shops.
- (51) Meat shops and cold storage lockers, excluding slaughtering.
- (52) Medical clinics.
- (53) Medical, dental and optical laboratories.
- (54) Miniature golf courses, archery and golf driving ranges; swimming pools serving more than one-family, skating rinks, tennis clubs, but excluding auto, motorcycle or go-cart race tracks.
- (55) Monument sales centers.
- (56) Mortuaries or funeral homes.
- (57) Motels or hotels.
- (58) Motion picture theatre.
- (59) Municipal or other government administration buildings, police or fire stations,



community center buildings, museums or art galleries, and post office stations.

- (60) Music studios or musical instrument stores.
  - (61) Newspaper printing.
  - (62) Outdoor nurseries and greenhouses.
  - (63) Paint or wallpaper stores.
  - (64) Pet shops.
  - (65) Pet supply store.
  - (66) Pharmacies or drugstores.
  - (67) Photography studios.
  - (68) Pipe or tobacco shops.
  - (69) Post office stations.
  - (70) Printing.
  - (71) Public libraries.
  - (72) Radio or television broadcasting stations.
  - (73) Repair and rental of domestic type equipment and items.
  - (74) Restaurants, cafes, delicatessens or tea rooms.
  - (75) Retail bakeries or pastry shops.
  - (76) Retail ice delivery stations.
  - (77) Retail medical supply stores.
  - (78) Sales and service centers for farm implements.
  - (79) Sales and service centers of travel and camping trailers, and motor homes which do not require a special permit to be transported on a public highway.
  - (80) Self-storage warehouse with inside access to individual units.
  - (81) Sewing machine sales and service.
  - (82) Shoe stores and repair.
  - (83) Tailor shops.
  - (84) Television or radio repair shops.
  - (85) Tire, battery and automobile accessories shops.
  - (86) Upholstery and furniture repair shops.
  - (87) Veterinary clinic and hospital for small animals with associated indoor kennels where there are no animals allowed outside of a building at any time, where the entire business is conducted wholly within an enclosed sound proofed, heated and air conditioned building such that no noise or odors are perceptible beyond the property line.
  - (88) Video sales or rental.
  - (89) Water conditioning sales and service.
  - (90) Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.
  - (91) Wholesale business and office with no outside storage.
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the B-3 business district:
- (1) Accessory uses generally associated with the uses permitted in subsections (a) and (b) of this section.
  - (2) Off-street parking and loading as regulated by article VI of this chapter.

~~(3) Signs as regulated by article VI of this chapter.~~

(4) Solar energy collectors and systems serving the individual property.

Storage and parking garages ~~where the lot is occupied by an institutional~~  
(5) ~~building.~~

(d) *Conditional uses.* All conditional use permits for the B-3 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 use may be permitted in the B-3 business district by conditional use permit:

(1) Amusement parks.

(2) Armories, convention or exhibition halls.

(3) Billboards or advertising signs complying with the following conditions:

a. The size may not exceed 1,000 square feet and the height shall not exceed 45 feet.

b. There shall be no more than two sign panels, and the sign length shall not exceed 55 feet.

c. Such signs shall not be located closer than 200 feet to each other or to any residential district.

(4) Brewpubs.

(5) Cannabis related businesses as follows: cannabis resting facilities, as defined in state law and licensed by the Minnesota Office of Cannabis Management.

(6) College, university, post high school education or training institution, or seminary; public or private; with the nearest building line to property line distance of 150 feet to any single family dwelling property.

(7) Convalescent, nursing and rest homes.

(8) Farm feed and seed, or lawn and gardening supply store.

(9) Golf courses, including clubhouses.

(10) Heliport.

(11) Hospitals and medical centers.

(12) Kennels.

(13) Lumberyards.

(14) Meat and butcher shops and cold storage lockers, with limited slaughtering.

(15) Multiple-family dwellings, apartment buildings or townhouses.

(16) Municipal or other governmental service buildings.

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

(18) Parks and recreational areas owned or operated by governmental agencies.

(19) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.

(20) Residential facilities serving six or fewer individuals.

(21) Self-storage warehouse with outside access to individual units.

(22) Sports arenas or stadiums, indoor skating rinks and physical culture or health clubs and gymnasiums.

(23) Trophy and award assembly.

(24) Utility stations and structures.

(e) *Height and yard regulations.* Height and yard regulations for the B-3 district are as follows:

(1) *Height regulations.* No building shall hereafter be erected or structurally altered to exceed 45 feet in height.

(2) *Front yard regulations.*

- a. There shall be a front yard having a depth of not less than 25 feet on a lot or plot that abuts a minor street or a marginal access service street.
- b. There shall be a front yard having a depth of 35 feet on a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.
- c. There shall be a front yard on each street side of a corner lot. No accessory buildings shall project beyond the front yard line on either street.
- d. No front yard shall be required in the downtown district.

(3) *Side yard regulations.*

- a. There shall be a side yard on each side of a building, having a width of not less than ten feet.
- b. No building shall be located within 20 feet of any side lot line abutting a lot in any of the classes of residence districts.
- c. No side yard shall be required in the downtown district.

(4) *Rear yard regulations.*

- a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.
- b. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts.
- c. No rear yard shall be required in the downtown district.

(f) *Lot coverage regulations.* Not more than 50 percent of a lot shall be occupied by buildings in the B-3 district. No lot coverage restrictions apply in the downtown district.

(g) *General regulations.* Additional regulations in the B-3 general business district are set forth in article VI of this chapter.

(Code 1976, § 11.14; Ord. No. 410 2nd series, § 2, 2-16-1999; Ord. No. 443, § 3, 11-6-2000; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 613 2nd series, § 1, 8-25-2009; Ord. No. 655 2nd series, § 1, 5-22-2012; Ord. No. 719 2nd series, § 1, 5-9-2017; Ord. No. 753 2nd series, § 1, 7-28-2020)

**Cross reference(s)**—Businesses, ch. 22.

**SECTION 6:**            **REPEAL** “Section 86-105 B-4 Shopping Center Business District” of the Marshall Municipal Code is hereby *repealed* as follows:

R E P E A L

~~Section 86-105 B-4 Shopping Center Business District~~ (*Repealed*)

- (a) *Intent; scope.* This section applies to the B-4 shopping center business district. This B-4 district is intended to provide for existing and/or proposed shopping centers.
- (b) *Permitted uses.* The following uses shall be permitted in the B-4 business district:
- (1) Animal pet shops.
  - (2) Antique, gift or florist shop.
  - (3) Apparel shops.
  - (4) Appliance stores.
  - (5) Art, office, school, or camera and photography supply stores.
  - (6) Audio recording sales and rental.
  - (7) Auto parts and accessories.
  - (8) Automobile and truck parking lots.
  - (9) Banks and savings institutions.
  - (10) Barbershops or beauty shops.
  - (11) Bars, cocktail lounges, nightclubs and theatres.
  - (12) Bicycle sales shops.
  - (13) Bookstores.
  - (14) Bowling alleys.
  - (15) Bus stations or taxistands.
  - (16) Business, commercial and dance schools.
  - (17) Business or professional offices.
  - (18) Businesses requiring a registration under City Code, § 22-222. Businesses, except On-Site Intoxicating Hemp Product Businesses, must be located at least:
    - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
  - (19) Butcher shops, excluding slaughtering.
  - (20) Cabinet stores.
  - (21) Candy, ice cream, soft drinks or confectionery stores.
  - (22) Carpet and flooring stores.
  - (23) Clock repair.
  - (24) Communications broadcasting station.
  - (25) Department store.

- (26) Drive-up bank.
- (27) Dry cleaning stores or laundry pickup stores.
- (28) Fallout shelter.
- (29) Finance company offices.
- (30) Funeral homes.
- (31) Furniture stores.
- (32) Garden and lawn supply stores.
- (33) Gas stations.
- (34) Glass sales.
- (35) Governmental buildings.
- (36) Grocery stores.
- (37) Hardware, hobby, sporting goods or toy stores.
- (38) Jewelry stores.
- (39) Leather goods and luggage shops.
- (40) Libraries.
- (41) Liquor stores (for consumption off the premises).
- (42) Loan and finance.
- (43) Lodge rooms or clubhouses for fraternal organizations.
- (44) Medical clinics.
- (45) Motels.
- (46) Motion picture theatre.
- (47) Music studios or musical instrument stores.
- (48) Newsstands.
- (49) Office and photo supply (retail).
- (50) Paint, wallpaper or interior decorating stores.
- (51) Pet supply store.
- (52) Pipe or tobacco shops.
- (53) Pharmacies or drugstores.
- (54) Photography studios.
- (55) Physical culture or health clubs and gymnasiums.
- (56) Plumbing and heating sales.
- (57) Pool halls and video arcades.
- (58) Post office stations.
- (59) Printing.
- (60) Restaurants, cafes, delicatessens or tea rooms.
- (61) Retail bakeries or pastry shops.
- (62) Retail medical supply stores.
- (63) Sewing machine sales and service.
- (64) Shoe stores.
- (65) Supermarkets.
- (66) Tailor shops.
- (67) Veterinary clinic and hospital for small animals with associated indoor kennels where there are no animals allowed outside of a building at any time, where the entire business is conducted wholly within an enclosed sound proofed,

heated and air conditioned building such that no noise or odors are perceptible beyond the property line.

(68) Video recording sales and rental.

(69) Water conditioning sales.

(c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the B-4 business district:

(1) Accessory uses generally associated with the uses permitted in subsections (a) and (b) of this section.

(2) Off-street parking and loading as regulated by article VI of this chapter.

(3) Signs as regulated by article VI of this chapter.

(4) Solar energy collectors and systems.

(5) Storage garages where the lot is occupied by an institutional building.

(d) *Conditional uses.* All conditional use permits for the B-4 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 permitted in a B-4 district by conditional use permits:

(1) Automobile car washes.

(2) Automobile service stations for sale of gasoline, oil and accessories.

(3) Brewpubs.

(4) Cabinet sales.

(5) Day care facility serving any number of individuals.

(6) Drive-in restaurants and other establishments that provide goods and service to patrons in automobiles.

(7) Drive-in retail stores.

(8) Garden and lawn supply stores.

(9) Lodge rooms or clubhouses for fraternal organizations.

(10) Medical, dental and optical lab.

(11) Multiple-family dwelling, apartments, townhouses.

(12) Municipal or other government administration building, police or fire stations and museums.

(13) Municipal or other governmental service buildings.

(14) Parks and recreational areas.

(15) Plumbing, television or radio repair shops when operated as accessory uses to retail shops.

(16) Public libraries.

(17) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.

(18) Public utility structures.

(19) Repair and rental shops of domestic type equipment and items.

(20) Sports arenas.

(21) Trade schools.

(22) Utility stations and structures.

(e) *Height and yard regulations.* Height and yard regulations in the B-4 district are as follows:

(1) *Height regulations.* No building shall hereafter be erected or structurally altered to exceed 45 feet in height.

(2) *Front yard regulations.*

a. There shall be a front yard having a depth of 50 feet on a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.

b. There shall be a front yard on each street side of a corner lot. No accessory buildings shall project beyond the front yard line on either street.

(3) *Side yard regulations.*

a. There shall be a side yard on each side of a lot, having a width of not less than 30 feet.

b. No building shall be located within 20 feet of any side lot line abutting a lot in any of the classes of residence districts.

(4) *Rear yard regulations.*

a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.

b. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts.

(f) *Lot coverage regulations.* Not more than 30 percent of the lot may be occupied by buildings in the B-4 district.

(g) *General regulations.* Additional regulations in the B-4 shopping center business district are set forth in article VI of this chapter.

~~(Code 1976, § 11.15; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 613 2nd series, § 1, 8-25-2009; Ord. No. 655 2nd series, § 1, 5-22-2012)~~

~~Cross reference(s) — Businesses, ch. 22.~~

**SECTION 7:            AMENDMENT** “Section 86-106 I-1 Limited Industrial District” of the Marshall Municipal Code is hereby *amended* as follows:

## AMENDMENT

### Section 86-106 I-1 Limited Industrial District

(a) *Intent; scope.* This section applies to the I-1 limited industrial district. This I-1 district provides a location for nonnuisance type manufacturing and/or less intensive commercial uses such as wholesale activities, with only incidental outside storage.

(b) *Permitted uses.* The following uses shall be permitted in the I-1 industrial district:

- (1) Ambulance and taxi service, bus, and rail stations or terminals.
- (2) Animal hospitals.
- (3) Auto parts and accessories sales.
- (4) Automobile garages and repair shops, with no long-term outside storage of vehicles or equipment.
- (5) Automobile parking lots and garages.
- (6) Building materials sales and storage and lumberyards.
- (7) Business or professional offices.
- (8) Camera and photographic supplies manufacture.
- (9) Cannabis related businesses as follows: lower potency hemp edible retailers, lower potency hemp edible manufacturers, cannabis retailers, cannabis delivery services, cannabis wholesalers, cannabis transporters, and cannabis testing facilities, as defined by state law and licensed by the Minnesota Office of Cannabis Management; cannabis lounges and businesses allowing off-sale retail sales must be located at least:
  - a. 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
- (10) Carpenter and cabinet shops, plumbing and heating shops, and janitorial services.
- (11) Cartage and express facilities.
- (12) Cartography, bookbinding, engraving, publishing, job printing, lithographing and copying.
- (13) Commercial greenhouses, nurseries or tree farms.
- (14) Contractor's offices shops and yards for plumbing, heating, glazing, painting, paper hanging, roofing, ventilating, air conditioning, masonry and electrical and refrigeration supplies and other
- (15) Construction related trades when completely enclosed within a building.
- (16) Electrical and electronic products manufacture.
- (17) Electrical service shops.
- (18) Fallout shelter.
- (19) Farm equipment sales and service.
- (20) Farm, feed and seed supply stores.
- (21) Garage and storage of motor vehicles.
- (22) Governmental service buildings.
- (23) Household goods repair and service shops.
- (24) Ice plant.
- (25) Industrial truck and equipment sales and service shops.
- (26) Jewelry manufacture.
- (27) Kennels.
- (28) Leather goods.



- (29) Medical, dental and optical equipment manufacture.
  - (30) Mobile home and camping trailer sales.
  - (31) Musical instruments manufacture.
  - (32) Railroad rights-of-way.
  - (33) Rentals of industrial type equipment.
  - (34) Research, experimental or testing stations.
  - (35) Self-storage warehouse.
  - (36) Soft drink and bottling establishments (enclosed).
  - (37) Storage or warehousing, when completely enclosed within a building.
  - (38) Telephone exchange.
  - (39) Trade schools.
  - (40) Transformer and booster stations, transmitters and other utility stations.
  - (41) Trophy and award manufacturing or assembling.
  - (42) Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.
  - (43) Wholesale business and office establishments.
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the I-1 industry district:
- (1) All uses customarily ~~secondary~~~~incidental~~ to the uses permitted in subsections (a) and (b) of this section.
  - (2) Off-street parking and loading as regulated by article VI of this chapter.
  - ~~(3) Signs, as regulated by article VI of this chapter.~~
  - (4) Solar energy collectors and systems serving the individual property.
- (d) *Conditional uses.* All conditional use permits for the I-1 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 I-1 industrial district by conditional use permit:
- (1) Automobile and truck sales or used car lots.
  - (2) Billboards or advertising signs complying with the following conditions:
    - a. The size may not exceed 1,000 square feet and the height shall not exceed 45 feet.
    - b. There shall be no more than two sign panels, and the sign length shall not exceed 55 feet.
    - c. Such signs shall not be located closer than 200 feet to each other or to any residential district.
  - (3) Brewpubs and microbreweries.
  - (4) Cannabis related businesses as follows: cannabis cultivators (indoor only), cannabis event organizers, cannabis manufactures, cannabis lounges, cannabis microbusinesses, cannabis mezzobusinesses, and medical cannabis combination businesses, as defined by state law and licensed by the Minnesota Office of Cannabis Management.
    - a. Cannabis lounges and businesses allowing off-sale retail sales must be located at least 500 feet, when measured in a straight line from the

center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd. 4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.

b. Cultivating and manufacturing areas in the above listed cannabis related businesses shall not exceed 5,000 SF.

c. Assembly areas in the above listed cannabis related businesses shall not exceed 1,000 SF.

- (5) Day care facility serving any number of individuals.
- (6) Heliport.
- (7) Meat and butcher shops and cold storage lockers, with limited slaughtering.
- (8) Municipal or other governmental administration buildings, police and fire stations, community centers, public libraries, museums, art galleries and post office stations.
- (9) Other industrial uses of the same general character as listed in subsection (b).
- (10) Overnight campgrounds.
- (11) Parks and recreational areas owned or operated by governmental agencies.
- (12) Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.
- (13) Recyclable materials processing when completely enclosed within a building.
- (14) Utility stations and structures.
- (e) *Height, yard, area, lot width and lot coverage regulations.* Height, yard, area, lot width and lot coverage regulations for the I-1 district are as follows:
  - (1) *Height regulations.* No building shall hereafter be erected to exceed 75 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 having a depth of 35 feet on a lot or plot that abuts a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.
    - c. No front yard shall be required in the downtown district.
  - (3) *Side yard regulations.*
    - a. There shall be two side yards, one on each side of a building, each having a width of not less than ten feet.
    - b. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts.
    - c. No side yard shall be required in the downtown district.
  - (4) *Rear yard regulations.*
    - a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.
    - b. No rear yard shall be required in the downtown district.

(5) *Lot coverage regulations.* Not more than 50 percent of the total area of a lot shall be covered by buildings. No lot coverage restrictions apply in the downtown district.

(f) *General regulations.* Additional regulations in the I-1 limited industrial business district are set forth in article VI of this chapter.

(Code 1976, § 11.16; Ord. No. 401 2nd series, § 1, 10-19-1998; Ord. No. 410 2nd series, § 3, 2-16-1999; Ord. No. 443, § 3, 11-6-2000; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 606 2nd series, § 1, 3-10-2009; Ord. No. 650 2nd series, § 1, 3-27-2012; Ord. No. 655 2nd series, § 1, 5-22-2012; Ord. No. 694 2nd series, § 1, 5-12-2015; Ord. No. 719 2nd series, § 2, 5-9-2017; Ord. No. 753 2nd series, § 1, 7-28-2020)

**Cross reference(s)**—Businesses, ch. 22.

**SECTION 8:**            **AMENDMENT** “Section 86-107 I-2 General Industrial District” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 86-107 I-2 General Industrial District

- (a) *Intent; scope.* This section applies to the I-2 general industrial district. This I-2 district provides a location for heavier industrial and manufacturing activities, without encroachment by incompatible use areas.
- (b) *Permitted uses.* The following uses shall be permitted in the I-2 industrial district:
- (1) Animal hospitals.
  - (2) Auto parts and accessories sales.
  - (3) Automobile and truck parking lots and garages.
  - (4) Bottling establishments.
  - (5) Building materials sales and storage and lumberyard.
  - (6) Camera and photographic supplies manufacture.
  - (7) Cannabis related businesses as follows: cannabis wholesalers, lower potency hemp edible manufacturers, cannabis transporters, cannabis testing facilities, cannabis manufacturers, and cannabis cultivators (indoor only), as defined by state law and licensed by the Minnesota Office of Cannabis Management.
  - (8) Carpenter and cabinet shops, plumbing and heating shops, and janitorial services.
  - (9) Cartage and express facilities.
  - (10) Cartography, bookbinding, engraving, publishing, job printing, lithographing and copying.
  - (11) Cleaning and dyeing.
  - (12) Contractor's offices, shops and yards for plumbing, heating, glazing, painting,

paper hanging, roofing, ventilating, air conditioning, masonry, electrical and refrigeration supplies.

- (13) Egg grading, sorting and wholesale business.
  - (14) Electric light or power generating station.
  - (15) Electrical and electronic products manufacture.
  - (16) Electrical service shops.
  - (17) Fallout shelters.
  - (18) Farm equipment sales and service.
  - (19) Farm, feed and seed supply stores.
  - (20) Feed and seed processing.
  - (21) Freight terminal.
  - (22) Fuel and ice sales and storage.
  - (23) Garages and storage, repair and servicing of motor vehicles.
  - (24) Governmental service buildings.
  - (25) Highway maintenance shops and yards.
  - (26) Ice plant.
  - (27) Industrial training schools.
  - (28) Industrial truck and equipment sales and service shops.
  - (29) Jewelry manufacture.
  - (30) Kennels.
  - (31) Landscaping including outside material storage.
  - (32) Leather goods.
  - (33) Manufacturing, processing, and associated storage, servicing and testing.
  - (34) Medical, dental and optical equipment manufacture.
  - (35) Mobile home and camping trailer sales.
  - (36) Musical instruments manufacture.
  - (37) Printing.
  - (38) Public utility structure (industrial).
  - (39) Railroad rights-of-way.
  - (40) Rentals of industrial type equipment.
  - (41) Research, experimental or testing stations.
  - (42) Soft drink and bottling establishments (enclosed).
  - (43) Storage or warehousing, when completely enclosed within a building.
  - (44) Telephone exchange.
  - (45) Trophy and award manufacturing or assembling.
  - (46) Warehouses.
  - (47) Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.
  - (48) Wholesale business and office establishments.
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the I-2 industry district:
- (1) All uses customarily ~~secondary~~incidental to the uses permitted in subsections (a) and (b) of this section.
  - (2) Off-street parking and loading as regulated by article VI of this chapter.
  - (3) ~~Signs, as regulated by article VI of this chapter.~~

- (4) Solar energy collectors and systems serving the individual property.
- (d) *Conditional uses*. All conditional use permits for the I-2 district may only be issued if the proposed use meets the 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 I-2 industrial district by conditional use permit:
- (1) Adult uses complying with the following regulations:
    - a. The use must be contained within a building.
    - b. No sign or exterior graphics permitted except for those written in letters of the English language.
    - c. The use is not permitted within 2,000 feet of another adult use, establishment selling beer or alcoholic beverages, school, church, any residential use, library, park, daycare facility, or residential facility, as measured from property line to property line.
    - d. This use must not be greater than 2,000 square feet in total building floor area and contained in one building on a lot, plot, or property.
  - (2) Automobile and truck sales or used car lots.
  - (3) Billboards or advertising signs complying with the following conditions:-
    - a. The size may not exceed 1,000 square feet and the height shall not exceed 45 feet.
    - b. There shall be no more than two sign panels, and the sign length shall not exceed 55 feet.
    - c. Such signs shall not be located closer than 200 feet to each other or to any residential district.
  - (4) Brewpubs, microbreweries, and breweries.
  - (5) Cannabis related businesses as follows: medical cannabis combination businesses, cannabis microbusinesses, and cannabis mezzobusinesses, as defined by state law and licensed by the Minnesota Office of Cannabis Management.
    - a. Cannabis lounges and businesses allowing off-sale retail sales must be located at least 500 feet, when measured in a straight line from the center of the primary building of a school, as defined in Minnesota Statutes, section 120A.22, subd.4, excluding a home school, to the property line of the property in which the registered establishment is located. The primary building of each school is established in a map that will be published by the City.
    - b. Cannabis lounges and retail area parts of the above listed cannabis related businesses shall not exceed 10 percent of the total cannabis related building use area.
  - (6) Cultivation, maintenance, and harvest of plants for the sale or other commercial use.
  - (7) Day care facility serving any number of individuals.
  - (8) Processing, or storage and stockpiling of sand, gravel, stone or other raw material.
  - (9) Greenhouses (commercial).

- (10) Gas stations.
  - (11) Hazardous chemicals (processing/storage).
  - (12) Heliport.
  - (13) Junkyards, wrecking yards or auto salvage yards.
  - (14) Meat and butcher shops and cold storage lockers.
  - (15) Meat processing plants.
  - (16) Municipal or other governmental administration or service buildings, police and fire stations, and post office stations.
  - (17) Other industrial uses of the same general character as listed in subsection (b).
  - (18) Outdoor nurseries and tree farms, not including cannabis cultivators.
  - (19) Public service structures including power substations, gas regulator stations, sewage disposal plant, elevated tanks and water works.
  - (20) Recyclable materials processing.
  - (21) Restaurants.
  - (22) Truck stops.
- (e) *Height, yard, area, lot width and lot coverage regulations.* Height, yard, area, lot width and lot coverage regulations in the I-2 district are as follows:
- (1) *Height regulations.* No building shall hereafter be erected to exceed 75 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 having a depth of 35 feet on a lot or plot that abuts a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.
    - c. No front yard shall be required in the downtown district.
  - (3) *Side yard regulations.*
    - a. There shall be two side yards, one on each side of a building, each having a width of not less than ten feet.
    - b. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts.
    - c. No side yard shall be required in the downtown district.
  - (4) *Rear yard regulations.*
    - a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.
    - b. No rear yard shall be required in the downtown district.
  - (5) *Lot coverage regulations.* There are no lot coverage regulations.
- (f) *General regulations.* Additional regulations in the I-2 general industrial business district are set forth in article VI of this chapter.

(Code 1976, § 11.17; Ord. No. 443, § 3, 11-6-2000; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 606 2nd series, § 2, 3-10-2009; Ord. No. 622 2nd series, § 1, 7-27-2010; Ord. No. 655 2nd series, § 1, 5-22-2012; Ord. No. 685, § 1, 1-28-2014; Ord. No. 694 2nd series, § 1, 5-

12-2015; Ord. No. 719 2nd series, § 2, 5-9-2017; Ord. No. 753 2nd series, §§ 1, 2, 7-28-2020)

**Cross reference(s)**—Businesses, ch. 22.

**SECTION 9:**            **ADOPTION** “Section 86-166 Certification Of Cannabis Business License Application With Zoning” of the Marshall Municipal Code is hereby *added* as follows:

**ADOPTION**

Section 86-166 Certification Of Cannabis Business License Application With Zoning(*Added*)

**(a) Definitions:**

- (1) Cannabis or hemp edible business means any business that requires licensure under Minnesota Statutes, Chapter 342.**
- (2) OCM means the Minnesota Office of Cannabis Management.**
- (3) Potential licensee means an applicant that is seeking a license to operate a cannabis or hemp edible business from the OCM.**
- (b) The city administrator, or their designee, is authorized to certify whether a proposed cannabis business complies with the city’s zoning ordinances, this chapter, and if applicable, state fire code and building code pursuant to Minnesota Statutes, section 342.13. Potential licensees are responsible for requesting and scheduling any inspections related to building and fire code compliance. Potential licensees may contact the city to have such inspections conducted prior to the city receiving the request for certification from the OCM. If a potential licensee is not able to have any building or fire code inspection complete within the 30-day review period provided under state law, the city will not certify the application.**

**SECTION 10:**            **EFFECTIVE DATE** This Ordinance shall take effect after its passage and summary publication.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Robert Byrnes, Mayor, City of  
Marshall

\_\_\_\_\_  
Steven Anderson, City Clerk, City of  
Marshall



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	E.J. Moberg
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO
<b>Subject:</b>	Truth-in-Taxation Public Meeting
<b>Background Information:</b>	<p><b>Public Meeting</b></p> <p><a href="#">Public meeting requirements</a> The following taxing authorities are required to hold a meeting at which the budget and levy will be discussed, and the public allowed to speak.</p> <ul style="list-style-type: none"> <li>• Counties</li> <li>• Cities with a population over 500</li> <li>• School districts</li> <li>• Metropolitan special taxing districts</li> <li>• Fire protection and emergency medical services special taxing districts established under chapter 144F</li> <li>• Regional library authorities established under section 134.201</li> </ul> <p><i>The meeting must be after Nov. 24 and no later than Dec. 30 and held at 6:00 p.m. or later.</i></p> <p><b>Action Required at Public Meeting</b></p> <p><a href="#">Discuss budget and proposed property tax</a> The proposed property tax levy for the taxes payable year 2025 and the proposed budget for the taxes payable year 2025 must be discussed at the public meeting.</p> <p><a href="#">Public comment and questions</a> The public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and to ask questions. Robert's Rules of Order may be used to govern the conduct of the meeting.</p> <p><b>Certification of Final Property Tax Levy</b></p> <p><a href="#">Deadline for certifying final levy – Dec. 30, 2024</a> The county board, each school district within the county, each city with a population over 500, each metropolitan special taxing district, and each regional library authority established under section 134.201 must certify its final payable 2025 property tax levy to the county auditor no later than Dec. 30, 2024.</p> <p>Staff will recommend the final budget and levy be approved at the December 17<sup>th</sup> Council meeting.</p>

<b>Fiscal Impact:</b>	As per levy and budget to be discussed
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Conduct truth-in-taxation public meeting

Group Summary

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Fund: 101 - GENERAL FUND										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
31 - TAXES	6,008,157.54	6,541,878.66	3,632,697.06	6,833,767.00	7,173,623.00	339,856.00	4.97%	7,173,623.00	0.00	0.00%
33 - INTERGOVERNMENTAL	3,480,083.01	3,505,792.33	2,226,716.52	3,917,951.00	3,912,020.00	-5,931.00	-0.15%	3,912,020.00	0.00	0.00%
34 - CHARGES FOR SERVICES	573,966.00	585,430.00	556,831.00	602,220.00	620,286.00	18,066.00	3.00%	620,286.00	0.00	0.00%
36 - MISCELLANEOUS	-118,349.21	945,791.22	553,375.43	270,128.00	384,935.86	114,807.86	42.50%	384,935.86	0.00	0.00%
39 - OTHER FINANCING REVENUE	0.00	65,188.79	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	9,943,857.34	11,644,081.00	6,969,620.01	11,624,066.00	12,090,864.86	466,798.86	4.02%	12,090,864.86	0.00	0.00%
Expense										
52 - EMPLOYEE BENEFITS	2,825.95	2,259.00	1,902.00	2,268.00	2,436.00	168.00	7.41%	2,436.00	0.00	0.00%
53 - PURCHASED SERVICES	116,802.12	77,144.61	88,195.02	140,952.00	146,336.00	5,384.00	3.82%	150,838.00	4,502.00	3.08%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	7,455.18	50,944.57	6,752.76	6,630.00	10,635.00	4,005.00	60.41%	10,635.00	0.00	0.00%
58 - OTHER EXPENDITURES	236,451.98	255,920.45	179,058.95	244,500.00	232,000.00	-12,500.00	-5.11%	232,000.00	0.00	0.00%
Total Expense:	363,535.23	386,268.63	275,908.73	394,350.00	391,407.00	-2,943.00	-0.75%	395,909.00	4,502.00	1.15%
Total Department: 00000 - GENERAL GOVERNMENT:	9,580,322.11	11,257,812.37	6,693,711.28	11,229,716.00	11,699,457.86	469,741.86	4.18%	11,694,955.86	-4,502.00	-0.04%
Department: 41100 - MAYOR & COUNCIL										
Revenue										
33 - INTERGOVERNMENTAL	17,811.00	6,705.32	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	15,767.79	6,200.27	77.32	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	33,578.79	12,905.59	77.32	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	59,733.56	51,372.52	46,006.62	54,372.00	55,663.00	1,291.00	2.37%	55,663.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	4,579.78	4,226.53	5,323.66	5,719.00	8,736.37	3,017.37	52.76%	8,736.37	0.00	0.00%
53 - PURCHASED SERVICES	2,609.10	5,441.66	3,815.99	3,859.00	5,498.00	1,639.00	42.47%	5,498.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	16,573.75	10,609.75	13,194.78	14,500.00	14,500.00	0.00	0.00%	14,500.00	0.00	0.00%
58 - OTHER EXPENDITURES	121,478.14	97,718.43	89,134.00	128,637.00	91,948.00	-36,689.00	-28.52%	91,948.00	0.00	0.00%
Total Expense:	204,974.33	169,368.89	157,475.05	207,087.00	176,345.37	-30,741.63	-14.84%	176,345.37	0.00	0.00%
Total Department: 41100 - MAYOR & COUNCIL:	-171,395.54	-156,463.30	-157,397.73	-207,087.00	-176,345.37	30,741.63	-14.84%	-176,345.37	0.00	0.00%
Department: 41200 - CABLE COMMISSION										
Revenue										
32 - LICENSES & PERMITS	0.00	1,870.00	2,800.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	0.00	0.00	150.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	493.00	77.00	20.49	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
Total Revenue:	493.00	1,947.00	2,970.49	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Expense										
51 - SALARIES & WAGES	150,919.56	154,882.81	139,773.25	162,423.00	176,031.47	13,608.47	8.38%	176,031.47	0.00	0.00%
52 - EMPLOYEE BENEFITS	56,979.31	61,639.53	54,672.91	70,109.00	75,902.76	5,793.76	8.26%	75,923.26	20.50	0.03%
53 - PURCHASED SERVICES	7,952.56	6,280.49	8,042.53	13,336.00	13,816.00	480.00	3.60%	13,816.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	6,725.57	7,331.32	4,751.99	8,550.00	8,550.00	0.00	0.00%	8,550.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,532.42	1,798.90	779.33	1,705.00	1,805.00	100.00	5.87%	1,805.00	0.00	0.00%
Total Expense:	224,109.42	231,933.05	208,020.01	256,123.00	276,105.23	19,982.23	7.80%	276,125.73	20.50	0.01%
Total Department: 41200 - CABLE COMMISSION:	-223,616.42	-229,986.05	-205,049.52	-256,023.00	-276,005.23	-19,982.23	7.80%	-276,025.73	-20.50	0.01%
Department: 41300 - CITY ADMINISTRATION										
Revenue										
32 - LICENSES & PERMITS	55,600.00	56,865.00	47,000.00	48,245.00	61,175.00	12,930.00	26.80%	61,175.00	0.00	0.00%
36 - MISCELLANEOUS	45.00	16,674.42	11,227.37	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	55,645.00	73,539.42	58,227.37	48,245.00	61,175.00	12,930.00	26.80%	61,175.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	401,743.38	424,784.29	391,544.97	447,631.00	472,167.73	24,536.73	5.48%	472,167.73	0.00	0.00%
52 - EMPLOYEE BENEFITS	113,067.04	126,640.69	113,235.29	150,849.00	161,096.36	10,247.36	6.79%	161,133.83	37.47	0.02%
53 - PURCHASED SERVICES	22,409.91	29,579.02	59,497.21	76,849.00	72,023.00	-4,826.00	-6.28%	72,023.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	8,582.20	5,855.09	2,841.10	6,600.00	8,200.00	1,600.00	24.24%	8,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	4,548.44	1,537.68	1,883.96	1,773.00	1,395.00	-378.00	-21.32%	1,395.00	0.00	0.00%
Total Expense:	550,350.97	588,396.77	569,002.53	683,702.00	714,882.09	31,180.09	4.56%	714,919.56	37.47	0.01%
Total Department: 41300 - CITY ADMINISTRATION:	-494,705.97	-514,857.35	-510,775.16	-635,457.00	-653,707.09	-18,250.09	2.87%	-653,744.56	-37.47	0.01%
Department: 41400 - FINANCE										
Revenue										
34 - CHARGES FOR SERVICES	660.00	240.00	165.00	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
36 - MISCELLANEOUS	48.51	12.94	7,747.15	150.00	150.00	0.00	0.00%	150.00	0.00	0.00%
Total Revenue:	708.51	252.94	7,912.15	650.00	650.00	0.00	0.00%	650.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	278,391.69	283,392.52	259,220.12	306,547.00	318,673.47	12,126.47	3.96%	318,673.47	0.00	0.00%
52 - EMPLOYEE BENEFITS	100,351.12	108,048.48	94,906.86	121,600.00	128,925.11	7,325.11	6.02%	128,959.28	34.17	0.03%
53 - PURCHASED SERVICES	76,276.90	71,483.22	49,038.43	113,548.00	97,911.00	-15,637.00	-13.77%	97,911.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	6,252.52	18,933.62	4,618.75	7,350.00	6,200.00	-1,150.00	-15.65%	6,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,420.97	1,772.13	1,897.44	2,160.00	1,910.00	-250.00	-11.57%	1,910.00	0.00	0.00%
Total Expense:	462,693.20	483,629.97	409,681.60	551,205.00	553,619.58	2,414.58	0.44%	553,653.75	34.17	0.01%
Total Department: 41400 - FINANCE:	-461,984.69	-483,377.03	-401,769.45	-550,555.00	-552,969.58	-2,414.58	0.44%	-553,003.75	-34.17	0.01%
Department: 41500 - ASSESSING										
Revenue										
34 - CHARGES FOR SERVICES	245.00	347.22	616.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
36 - MISCELLANEOUS	65.00	10.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	310.00	357.22	616.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	247,532.79	258,575.51	211,968.38	262,085.00	244,644.16	-17,440.84	-6.65%	241,274.56	-3,369.60	-1.38%
52 - EMPLOYEE BENEFITS	96,413.94	100,507.76	78,102.31	112,217.00	105,314.43	-6,902.57	-6.15%	104,824.08	-490.35	-0.47%
53 - PURCHASED SERVICES	26,596.38	13,369.30	14,691.09	17,236.00	26,718.00	9,482.00	55.01%	26,718.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	1,379.36	1,185.22	1,502.33	2,200.00	2,200.00	0.00	0.00%	2,200.00	0.00	0.00%
58 - OTHER EXPENDITURES	2,179.83	1,718.25	1,330.19	1,830.00	1,910.00	80.00	4.37%	1,910.00	0.00	0.00%
Total Expense:	374,102.30	375,356.04	307,594.30	395,568.00	380,786.59	-14,781.41	-3.74%	376,926.64	-3,859.95	-1.01%
Total Department: 41500 - ASSESSING:	-373,792.30	-374,998.82	-306,978.30	-395,568.00	-380,786.59	14,781.41	-3.74%	-376,926.64	3,859.95	-1.01%
Department: 41600 - LEGAL										
Revenue										
36 - MISCELLANEOUS	0.00	1,926.61	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	1,926.61	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	141,109.61	195,654.65	157,383.45	175,597.00	216,040.00	40,443.00	23.03%	216,040.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	127.87	0.00	538.44	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	780.00	0.00	780.00	0.00	780.00	780.00	0.00%	780.00	0.00	0.00%
Total Expense:	142,017.48	195,654.65	158,701.89	175,597.00	216,820.00	41,223.00	23.48%	216,820.00	0.00	0.00%
Total Department: 41600 - LEGAL:	-142,017.48	-193,728.04	-158,701.89	-175,597.00	-216,820.00	-41,223.00	23.48%	-216,820.00	0.00	0.00%
Department: 41700 - BUILDING MAINTENANCE										
Revenue										
34 - CHARGES FOR SERVICES	74,614.17	39,791.16	35,774.17	52,860.00	53,310.00	450.00	0.85%	53,310.00	0.00	0.00%
Total Revenue:	74,614.17	39,791.16	35,774.17	52,860.00	53,310.00	450.00	0.85%	53,310.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	169,465.78	146,773.33	152,938.31	185,308.00	192,821.06	7,513.06	4.05%	192,821.06	0.00	0.00%
52 - EMPLOYEE BENEFITS	69,247.54	71,120.02	75,834.60	95,864.00	102,787.63	6,923.63	7.22%	102,814.82	27.19	0.03%
53 - PURCHASED SERVICES	43,876.35	44,571.83	35,916.52	50,047.00	48,763.00	-1,284.00	-2.57%	48,763.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	13,041.60	11,157.18	10,149.44	9,850.00	16,400.00	6,550.00	66.50%	16,400.00	0.00	0.00%
58 - OTHER EXPENDITURES	158.25	79.00	140.25	220.00	220.00	0.00	0.00%	220.00	0.00	0.00%
59 - OTHER FINANCING USES	6,635.00	10,680.00	18,238.00	19,900.00	28,665.00	8,765.00	44.05%	28,665.00	0.00	0.00%
Total Expense:	302,424.52	284,381.36	293,217.12	361,189.00	389,656.69	28,467.69	7.88%	389,683.88	27.19	0.01%
Total Department: 41700 - BUILDING MAINTENANCE:	-227,810.35	-244,590.20	-257,442.95	-308,329.00	-336,346.69	-28,017.69	9.09%	-336,373.88	-27.19	0.01%
Department: 41750 - ADULT COMMUNITY CENTER										
Revenue										
33 - INTERGOVERNMENTAL	8,808.71	12,143.64	34,430.54	7,500.00	6,000.00	-1,500.00	-20.00%	6,000.00	0.00	0.00%

# Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
34 - CHARGES FOR SERVICES	0.00	280.00	313.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	15,180.28	19,638.36	19,006.28	11,100.00	15,700.00	4,600.00	41.44%	15,700.00	0.00	0.00%
<b>Total Revenue:</b>	<b>23,988.99</b>	<b>32,062.00</b>	<b>53,749.82</b>	<b>18,600.00</b>	<b>21,700.00</b>	<b>3,100.00</b>	<b>16.67%</b>	<b>21,700.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Expense</b>										
51 - SALARIES & WAGES	155,901.13	89,462.15	87,037.49	100,280.00	105,312.53	5,032.53	5.02%	105,312.53	0.00	0.00%
52 - EMPLOYEE BENEFITS	33,777.88	35,780.16	32,503.09	40,877.00	43,603.95	2,726.95	6.67%	43,615.34	11.39	0.03%
53 - PURCHASED SERVICES	21,949.07	29,912.62	76,587.08	62,717.00	51,692.00	-11,025.00	-17.58%	51,692.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	7,116.94	12,254.20	15,873.76	7,000.00	6,750.00	-250.00	-3.57%	6,750.00	0.00	0.00%
58 - OTHER EXPENDITURES	495.60	1,830.00	1,439.00	1,200.00	1,300.00	100.00	8.33%	1,300.00	0.00	0.00%
<b>Total Expense:</b>	<b>219,240.62</b>	<b>169,239.13</b>	<b>213,440.42</b>	<b>212,074.00</b>	<b>208,658.48</b>	<b>-3,415.52</b>	<b>-1.61%</b>	<b>208,669.87</b>	<b>11.39</b>	<b>0.01%</b>
<b>Total Department: 41750 - ADULT COMMUNITY CENTER:</b>	<b>-195,251.63</b>	<b>-137,177.13</b>	<b>-159,690.60</b>	<b>-193,474.00</b>	<b>-186,958.48</b>	<b>6,515.52</b>	<b>-3.37%</b>	<b>-186,969.87</b>	<b>-11.39</b>	<b>0.01%</b>
<b>Department: 41800 - INFORMATION TECHNOLOGY</b>										
<b>Revenue</b>										
34 - CHARGES FOR SERVICES	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	0.00	0.00%	7,000.00	0.00	0.00%
<b>Total Revenue:</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>7,000.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>7,000.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Expense</b>										
53 - PURCHASED SERVICES	82,606.90	89,322.60	73,227.01	82,980.00	88,330.00	5,350.00	6.45%	88,330.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	39,529.78	29,225.03	26,508.08	27,475.00	31,900.00	4,425.00	16.11%	31,900.00	0.00	0.00%
58 - OTHER EXPENDITURES	53,828.41	56,845.66	51,924.56	55,510.00	56,759.00	1,249.00	2.25%	56,759.00	0.00	0.00%
<b>Total Expense:</b>	<b>175,965.09</b>	<b>175,393.29</b>	<b>151,659.65</b>	<b>165,965.00</b>	<b>176,989.00</b>	<b>11,024.00</b>	<b>6.64%</b>	<b>176,989.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Department: 41800 - INFORMATION TECHNOLOGY:</b>	<b>-168,965.09</b>	<b>-168,393.29</b>	<b>-144,659.65</b>	<b>-158,965.00</b>	<b>-169,989.00</b>	<b>-11,024.00</b>	<b>6.93%</b>	<b>-169,989.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Department: 42100 - POLICE ADMINISTRATION</b>										
<b>Revenue</b>										
33 - INTERGOVERNMENTAL	259,482.29	870,038.35	304,801.25	250,500.00	259,900.00	9,400.00	3.75%	259,900.00	0.00	0.00%
34 - CHARGES FOR SERVICES	101,657.77	80,765.26	45,749.50	65,240.00	65,240.00	0.00	0.00%	65,240.00	0.00	0.00%
35 - FINES & FORFEITURES	94,048.19	96,141.09	63,024.34	112,000.00	111,100.00	-900.00	-0.80%	111,100.00	0.00	0.00%
36 - MISCELLANEOUS	298,198.49	310,172.56	239,867.49	280,160.00	280,300.00	140.00	0.05%	280,300.00	0.00	0.00%
<b>Total Revenue:</b>	<b>753,386.74</b>	<b>1,357,117.26</b>	<b>653,442.58</b>	<b>707,900.00</b>	<b>716,540.00</b>	<b>8,640.00</b>	<b>1.22%</b>	<b>716,540.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Expense</b>										
51 - SALARIES & WAGES	2,306,958.60	2,111,598.96	1,912,845.43	2,362,172.00	2,449,060.44	86,888.44	3.68%	2,449,102.11	41.67	0.00%
52 - EMPLOYEE BENEFITS	944,014.87	824,135.17	760,928.01	989,492.00	1,081,716.51	92,224.51	9.32%	1,056,820.83	-24,895.68	-2.30%
53 - PURCHASED SERVICES	258,452.27	260,344.27	239,777.91	340,326.00	338,299.00	-2,027.00	-0.60%	338,299.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	84,372.36	101,845.20	94,012.97	105,900.00	145,100.00	39,200.00	37.02%	145,100.00	0.00	0.00%
58 - OTHER EXPENDITURES	45,431.19	60,076.26	76,106.71	62,780.00	66,830.00	4,050.00	6.45%	90,679.81	23,849.81	35.69%

# Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
59 - OTHER FINANCING USES	14,344.00	30,150.00	30,646.00	33,430.00	47,817.00	14,387.00	43.04%	47,817.00	0.00	0.00%
<b>Total Expense:</b>	<b>3,653,573.29</b>	<b>3,388,149.86</b>	<b>3,114,317.03</b>	<b>3,894,100.00</b>	<b>4,128,822.95</b>	<b>234,722.95</b>	<b>6.03%</b>	<b>4,127,818.75</b>	<b>-1,004.20</b>	<b>-0.02%</b>
<b>Total Department: 42100 - POLICE ADMINISTRATION:</b>	<b>-2,900,186.55</b>	<b>-2,031,032.60</b>	<b>-2,460,874.45</b>	<b>-3,186,200.00</b>	<b>-3,412,282.95</b>	<b>-226,082.95</b>	<b>7.10%</b>	<b>-3,411,278.75</b>	<b>1,004.20</b>	<b>-0.03%</b>
<b>Department: 42200 - CHEMICAL ASSESSMENT TEAM</b>										
<b>Revenue</b>										
33 - INTERGOVERNMENTAL	56,214.67	83,656.30	48,590.37	80,000.00	60,000.00	-20,000.00	-25.00%	60,000.00	0.00	0.00%
<b>Total Revenue:</b>	<b>56,214.67</b>	<b>83,656.30</b>	<b>48,590.37</b>	<b>80,000.00</b>	<b>60,000.00</b>	<b>-20,000.00</b>	<b>-25.00%</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Expense</b>										
51 - SALARIES & WAGES	27,351.30	31,978.54	22,486.53	28,000.00	29,500.00	1,500.00	5.36%	29,500.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	11,784.06	1,026.52	730.52	1,040.00	2,778.75	1,738.75	167.19%	2,778.75	0.00	0.00%
53 - PURCHASED SERVICES	15,716.40	32,459.73	14,816.63	16,015.00	16,196.00	181.00	1.13%	16,196.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	5,552.18	22,129.75	29,740.06	34,765.00	11,345.25	-23,419.75	-67.37%	11,345.25	0.00	0.00%
58 - OTHER EXPENDITURES	330.00	180.00	372.75	180.00	180.00	0.00	0.00%	180.00	0.00	0.00%
<b>Total Expense:</b>	<b>60,733.94</b>	<b>87,774.54</b>	<b>68,146.49</b>	<b>80,000.00</b>	<b>60,000.00</b>	<b>-20,000.00</b>	<b>-25.00%</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Department: 42200 - CHEMICAL ASSESSMENT TEAM:</b>	<b>-4,519.27</b>	<b>-4,118.24</b>	<b>-19,556.12</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Department: 42300 - EMERGENCY MANAGEMENT SYSTEMS</b>										
<b>Expense</b>										
53 - PURCHASED SERVICES	10,560.74	9,790.00	19,895.41	19,424.00	20,370.00	946.00	4.87%	20,370.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	0.00	-1.00	0.00	145.00	0.00	-145.00	-100.00%	0.00	0.00	0.00%
<b>Total Expense:</b>	<b>10,560.74</b>	<b>9,789.00</b>	<b>19,895.41</b>	<b>19,569.00</b>	<b>20,370.00</b>	<b>801.00</b>	<b>4.09%</b>	<b>20,370.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Department: 42300 - EMERGENCY MANAGEMENT SYST...</b>	<b>10,560.74</b>	<b>9,789.00</b>	<b>19,895.41</b>	<b>19,569.00</b>	<b>20,370.00</b>	<b>801.00</b>	<b>4.09%</b>	<b>20,370.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Department: 42400 - FIRE SERVICES</b>										
<b>Revenue</b>										
33 - INTERGOVERNMENTAL	145,290.77	157,423.39	161,884.43	119,000.00	119,000.00	0.00	0.00%	119,000.00	0.00	0.00%
34 - CHARGES FOR SERVICES	109,180.21	130,257.98	156,603.85	135,000.00	161,549.00	26,549.00	19.67%	161,549.00	0.00	0.00%
36 - MISCELLANEOUS	12,027.07	19,214.99	4,090.62	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
<b>Total Revenue:</b>	<b>266,498.05</b>	<b>306,896.36</b>	<b>322,578.90</b>	<b>254,000.00</b>	<b>280,549.00</b>	<b>26,549.00</b>	<b>10.45%</b>	<b>280,549.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Expense</b>										
51 - SALARIES & WAGES	250,787.75	258,234.57	208,154.37	250,000.00	265,000.00	15,000.00	6.00%	265,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	27,762.47	5,143.13	4,651.29	3,928.00	4,661.00	733.00	18.66%	4,661.00	0.00	0.00%
53 - PURCHASED SERVICES	282,801.27	277,536.58	203,319.55	284,028.00	278,136.00	-5,892.00	-2.07%	278,136.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	65,351.38	52,815.11	39,930.40	68,000.00	87,250.00	19,250.00	28.31%	87,250.00	0.00	0.00%
58 - OTHER EXPENDITURES	134,758.07	152,986.24	182,700.31	124,477.00	121,025.00	-3,452.00	-2.77%	121,025.00	0.00	0.00%
<b>Total Expense:</b>	<b>761,460.94</b>	<b>746,715.63</b>	<b>638,755.92</b>	<b>730,433.00</b>	<b>756,072.00</b>	<b>25,639.00</b>	<b>3.51%</b>	<b>756,072.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total Department: 42400 - FIRE SERVICES:</b>	<b>-494,962.89</b>	<b>-439,819.27</b>	<b>-316,177.02</b>	<b>-476,433.00</b>	<b>-475,523.00</b>	<b>910.00</b>	<b>-0.19%</b>	<b>-475,523.00</b>	<b>0.00</b>	<b>0.00%</b>

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Department: 42500 - ANIMAL IMPOUNDMENT										
Revenue										
35 - FINES & FORFEITURES	1,590.00	2,628.00	2,440.00	2,400.00	2,400.00	0.00	0.00%	2,400.00	0.00	0.00%
Total Revenue:	1,590.00	2,628.00	2,440.00	2,400.00	2,400.00	0.00	0.00%	2,400.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	20,422.22	20,221.27	17,002.92	22,012.00	23,039.84	1,027.84	4.67%	23,039.84	0.00	0.00%
52 - EMPLOYEE BENEFITS	8,672.74	7,603.61	5,328.29	11,691.00	7,607.12	-4,083.88	-34.93%	7,608.44	1.32	0.02%
53 - PURCHASED SERVICES	4,919.06	5,683.57	6,500.36	9,655.00	12,505.00	2,850.00	29.52%	12,505.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	320.13	1,917.14	2,310.54	1,550.00	2,300.00	750.00	48.39%	2,300.00	0.00	0.00%
Total Expense:	34,334.15	35,425.59	31,142.11	44,908.00	45,451.96	543.96	1.21%	45,453.28	1.32	0.00%
Total Department: 42500 - ANIMAL IMPOUNDMENT:	-32,744.15	-32,797.59	-28,702.11	-42,508.00	-43,051.96	-543.96	1.28%	-43,053.28	-1.32	0.00%
Department: 43100 - ENGINEERING										
Revenue										
32 - LICENSES & PERMITS	70,380.00	77,060.00	79,892.00	51,500.00	65,500.00	14,000.00	27.18%	65,500.00	0.00	0.00%
33 - INTERGOVERNMENTAL	6,422.09	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	614,920.32	764,073.19	44,465.25	725,000.00	850,000.00	125,000.00	17.24%	850,000.00	0.00	0.00%
36 - MISCELLANEOUS	19,323.83	75.00	783.39	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	711,046.24	841,208.19	125,140.64	776,500.00	915,500.00	139,000.00	17.90%	915,500.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	564,832.99	564,455.34	542,674.32	645,933.00	674,123.27	28,190.27	4.36%	674,123.27	0.00	0.00%
52 - EMPLOYEE BENEFITS	201,734.65	208,237.47	194,591.71	251,716.00	253,224.75	1,508.75	0.60%	253,277.58	52.83	0.02%
53 - PURCHASED SERVICES	34,008.49	107,358.67	113,500.69	26,426.00	27,437.00	1,011.00	3.83%	27,437.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	27,487.53	19,606.58	20,375.27	42,395.00	42,595.00	200.00	0.47%	42,595.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,476.97	26,435.43	15,169.20	2,200.00	2,100.00	-100.00	-4.55%	2,100.00	0.00	0.00%
59 - OTHER FINANCING USES	6,228.00	7,200.00	15,543.00	16,950.00	25,484.00	8,534.00	50.35%	25,484.00	0.00	0.00%
Total Expense:	835,768.63	933,293.49	901,854.19	985,620.00	1,024,964.02	39,344.02	3.99%	1,025,016.85	52.83	0.01%
Total Department: 43100 - ENGINEERING:	-124,722.39	-92,085.30	-776,713.55	-209,120.00	-109,464.02	99,655.98	-47.65%	-109,516.85	-52.83	0.05%
Department: 43200 - COMMUNITY PLANNING										
Revenue										
32 - LICENSES & PERMITS	201,821.16	257,748.28	335,116.09	260,900.00	278,800.00	17,900.00	6.86%	278,800.00	0.00	0.00%
36 - MISCELLANEOUS	162.28	-2,088.03	958.01	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
Total Revenue:	201,983.44	255,660.25	336,074.10	261,000.00	278,900.00	17,900.00	6.86%	278,900.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	348,290.80	353,168.31	308,750.17	367,276.00	382,051.27	14,775.27	4.02%	382,051.27	0.00	0.00%
52 - EMPLOYEE BENEFITS	134,418.56	136,746.32	114,241.68	146,362.00	152,943.51	6,581.51	4.50%	152,979.23	35.72	0.02%
53 - PURCHASED SERVICES	4,967.29	5,494.94	7,371.84	11,131.00	10,887.00	-244.00	-2.19%	10,887.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	17,630.67	18,579.19	17,534.75	20,500.00	21,300.00	800.00	3.90%	21,300.00	0.00	0.00%



Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
58 - OTHER EXPENDITURES	30,605.50	21,743.48	24,755.91	27,600.00	24,000.00	-3,600.00	-13.04%	24,000.00	0.00	0.00%
Total Expense:	535,912.82	535,732.24	472,654.35	572,869.00	591,181.78	18,312.78	3.20%	591,217.50	35.72	0.01%
Total Department: 43200 - COMMUNITY PLANNING:	-333,929.38	-280,071.99	-136,580.25	-311,869.00	-312,281.78	-412.78	0.13%	-312,317.50	-35.72	0.01%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
33 - INTERGOVERNMENTAL	41,787.79	42,293.36	47,860.07	43,160.00	43,160.00	0.00	0.00%	43,160.00	0.00	0.00%
36 - MISCELLANEOUS	143,283.64	35,065.37	31,401.53	30,000.00	30,000.00	0.00	0.00%	30,000.00	0.00	0.00%
Total Revenue:	185,071.43	77,358.73	79,261.60	73,160.00	73,160.00	0.00	0.00%	73,160.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	617,148.80	621,332.48	553,887.29	675,375.00	732,718.99	57,343.99	8.49%	732,718.99	0.00	0.00%
52 - EMPLOYEE BENEFITS	249,960.64	271,722.59	240,728.98	343,319.00	335,408.46	-7,910.54	-2.30%	335,478.49	70.03	0.02%
53 - PURCHASED SERVICES	573,007.15	518,940.26	410,752.17	532,545.00	549,718.00	17,173.00	3.22%	549,718.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	95,969.29	102,909.53	60,470.80	84,200.00	98,925.00	14,725.00	17.49%	98,925.00	0.00	0.00%
58 - OTHER EXPENDITURES	580.72	2,165.00	891.00	995.00	640.00	-355.00	-35.68%	640.00	0.00	0.00%
59 - OTHER FINANCING USES	4,866.00	19,590.00	39,292.00	42,860.00	83,903.00	41,043.00	95.76%	83,903.00	0.00	0.00%
Total Expense:	1,541,532.60	1,536,659.86	1,306,022.24	1,679,294.00	1,801,313.45	122,019.45	7.27%	1,801,383.48	70.03	0.00%
Total Department: 43300 - STREET ADMINISTRATION:	-1,356,461.17	-1,459,301.13	-1,226,760.64	-1,606,134.00	-1,728,153.45	-122,019.45	7.60%	-1,728,223.48	-70.03	0.00%
Department: 43302 - STREET LIGHTING										
Expense										
53 - PURCHASED SERVICES	277,315.56	277,521.48	208,141.11	277,522.00	277,522.00	0.00	0.00%	277,522.00	0.00	0.00%
Total Expense:	277,315.56	277,521.48	208,141.11	277,522.00	277,522.00	0.00	0.00%	277,522.00	0.00	0.00%
Total Department: 43302 - STREET LIGHTING:	277,315.56	277,521.48	208,141.11	277,522.00	277,522.00	0.00	0.00%	277,522.00	0.00	0.00%
Department: 43400 - AIRPORT										
Revenue										
33 - INTERGOVERNMENTAL	186,125.40	327,889.57	7,242.71	91,027.00	91,027.00	0.00	0.00%	91,027.00	0.00	0.00%
36 - MISCELLANEOUS	175,919.27	192,879.75	190,674.60	205,573.00	205,511.95	-61.05	-0.03%	205,511.95	0.00	0.00%
Total Revenue:	362,044.67	520,769.32	197,917.31	296,600.00	296,538.95	-61.05	-0.02%	296,538.95	0.00	0.00%
Expense										
51 - SALARIES & WAGES	239,405.94	224,642.28	217,905.99	236,091.00	248,400.32	12,309.32	5.21%	248,400.32	0.00	0.00%
52 - EMPLOYEE BENEFITS	95,014.30	93,336.54	86,401.57	108,600.00	116,699.76	8,099.76	7.46%	116,727.10	27.34	0.02%
53 - PURCHASED SERVICES	329,222.01	401,905.91	145,608.12	275,085.00	268,079.00	-7,006.00	-2.55%	268,079.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	66,577.05	60,910.81	38,857.06	58,325.00	61,900.00	3,575.00	6.13%	61,900.00	0.00	0.00%
58 - OTHER EXPENDITURES	8,472.80	7,853.00	8,816.50	8,845.00	9,320.00	475.00	5.37%	9,320.00	0.00	0.00%
59 - OTHER FINANCING USES	13,060.00	15,600.00	29,678.00	32,380.00	62,767.00	30,387.00	93.84%	62,767.00	0.00	0.00%
Total Expense:	751,752.10	804,248.54	527,267.24	719,326.00	767,166.08	47,840.08	6.65%	767,193.42	27.34	0.00%
Total Department: 43400 - AIRPORT:	-389,707.43	-283,479.22	-329,349.93	-422,726.00	-470,627.13	-47,901.13	11.33%	-470,654.47	-27.34	0.01%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Department: 45100 - COMMUNITY SERVICE ADMIN										
Revenue										
33 - INTERGOVERNMENTAL	84,514.06	84,514.06	84,514.06	86,500.00	99,015.55	12,515.55	14.47%	99,015.55	0.00	0.00%
34 - CHARGES FOR SERVICES	0.00	2,773.00	3,641.50	0.00	3,000.00	3,000.00	0.00%	3,000.00	0.00	0.00%
36 - MISCELLANEOUS	5,101.50	1,902.00	2,007.68	3,500.00	3,500.00	0.00	0.00%	3,500.00	0.00	0.00%
Total Revenue:	89,615.56	89,189.06	90,163.24	90,000.00	105,515.55	15,515.55	17.24%	105,515.55	0.00	0.00%
Expense										
51 - SALARIES & WAGES	253,832.37	116,268.01	105,393.12	127,825.00	143,589.20	15,764.20	12.33%	143,589.20	0.00	0.00%
52 - EMPLOYEE BENEFITS	66,690.43	53,001.08	21,559.78	48,242.00	27,789.79	-20,452.21	-42.40%	27,790.90	1.11	0.00%
53 - PURCHASED SERVICES	23,139.32	9,949.64	28,275.26	36,964.00	58,011.00	21,047.00	56.94%	58,011.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	21,104.09	53,603.23	36,359.94	37,200.00	34,250.00	-2,950.00	-7.93%	34,250.00	0.00	0.00%
58 - OTHER EXPENDITURES	11,767.49	15,642.33	15,050.58	18,290.00	15,150.00	-3,140.00	-17.17%	15,150.00	0.00	0.00%
59 - OTHER FINANCING USES	4,337.00	3,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	380,870.70	251,464.29	206,638.68	268,521.00	278,789.99	10,268.99	3.82%	278,791.10	1.11	0.00%
Total Department: 45100 - COMMUNITY SERVICE ADMIN:	-291,255.14	-162,275.23	-116,475.44	-178,521.00	-173,274.44	5,246.56	-2.94%	-173,275.55	-1.11	0.00%
Department: 45150 - AFTER SCHOOL PROGRAMS										
Revenue										
33 - INTERGOVERNMENTAL	17,600.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	17,600.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	6,212.45	0.00	0.00	10,000.00	10,000.00	0.00	0.00%	10,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	700.60	283.00	386.00	1,923.00	1,920.00	-3.00	-0.16%	1,920.00	0.00	0.00%
53 - PURCHASED SERVICES	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	17,645.65	0.00	0.00	2,000.00	3,000.00	1,000.00	50.00%	3,000.00	0.00	0.00%
Total Expense:	33,058.70	283.00	386.00	13,923.00	14,920.00	997.00	7.16%	14,920.00	0.00	0.00%
Total Department: 45150 - AFTER SCHOOL PROGRAMS:	-15,458.70	-283.00	-386.00	-13,923.00	-14,920.00	-997.00	7.16%	-14,920.00	0.00	0.00%
Department: 45200 - PARKS										
Revenue										
33 - INTERGOVERNMENTAL	93,390.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	0.00	0.00	372.53	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	69,594.48	147,979.11	134,539.23	59,000.00	59,000.00	0.00	0.00%	59,000.00	0.00	0.00%
Total Revenue:	162,984.48	147,979.11	134,911.76	59,000.00	59,000.00	0.00	0.00%	59,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	354,555.66	372,044.03	362,119.33	407,487.00	401,000.33	-6,486.67	-1.59%	425,970.13	24,969.80	6.23%
52 - EMPLOYEE BENEFITS	118,510.18	131,211.70	120,572.82	151,294.00	184,412.99	33,118.99	21.89%	159,475.04	-24,937.95	-13.52%
53 - PURCHASED SERVICES	377,675.12	295,161.75	200,250.14	319,305.00	332,349.00	13,044.00	4.09%	332,349.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	92,770.58	105,378.09	92,657.22	113,900.00	121,400.00	7,500.00	6.58%	121,400.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
55 - CAPITAL	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	4,924.50	6,698.32	8,295.97	4,585.00	4,525.00	-60.00	-1.31%	4,525.00	0.00	0.00%
59 - OTHER FINANCING USES	4,302.00	10,500.00	24,640.00	26,880.00	38,486.00	11,606.00	43.18%	38,486.00	0.00	0.00%
Total Expense:	952,738.04	930,993.89	808,535.48	1,023,451.00	1,082,173.32	58,722.32	5.74%	1,082,205.17	31.85	0.00%
Total Department: 45200 - PARKS:	-789,753.56	-783,014.78	-673,623.72	-964,451.00	-1,023,173.32	-58,722.32	6.09%	-1,023,205.17	-31.85	0.00%
Department: 45300 - AQUATIC CENTER										
Revenue										
34 - CHARGES FOR SERVICES	78,329.18	103,453.41	93,151.92	92,000.00	92,000.00	0.00	0.00%	92,000.00	0.00	0.00%
36 - MISCELLANEOUS	17,982.03	23,574.76	23,909.82	22,000.00	24,000.00	2,000.00	9.09%	24,000.00	0.00	0.00%
Total Revenue:	96,311.21	127,028.17	117,061.74	114,000.00	116,000.00	2,000.00	1.75%	116,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	79,473.29	97,141.92	106,955.37	90,000.00	91,000.00	1,000.00	1.11%	91,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	9,804.10	10,835.53	11,895.04	10,246.00	10,649.50	403.50	3.94%	10,649.50	0.00	0.00%
53 - PURCHASED SERVICES	67,738.91	69,820.31	51,825.42	69,712.00	82,547.00	12,835.00	18.41%	82,547.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	51,754.96	64,841.99	69,864.15	73,000.00	76,100.00	3,100.00	4.25%	76,100.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,823.49	2,151.50	10,454.85	2,145.00	1,145.00	-1,000.00	-46.62%	1,145.00	0.00	0.00%
Total Expense:	210,594.75	244,791.25	250,994.83	245,103.00	261,441.50	16,338.50	6.67%	261,441.50	0.00	0.00%
Total Department: 45300 - AQUATIC CENTER:	-114,283.54	-117,763.08	-133,933.09	-131,103.00	-145,441.50	-14,338.50	10.94%	-145,441.50	0.00	0.00%
Department: 45400 - BAND										
Revenue										
33 - INTERGOVERNMENTAL	4,309.08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	2,375.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	6,684.08	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	7,543.50	3,600.00	3,600.00	4,000.00	4,000.00	0.00	0.00%	4,000.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	765.49	457.40	387.40	487.00	423.00	-64.00	-13.14%	423.00	0.00	0.00%
53 - PURCHASED SERVICES	12.00	11.00	4.00	13.00	6.00	-7.00	-53.85%	6.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	288.17	1,507.93	504.10	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
Total Expense:	8,609.16	5,576.33	4,495.50	6,500.00	6,429.00	-71.00	-1.09%	6,429.00	0.00	0.00%
Total Department: 45400 - BAND:	-1,925.08	-5,576.33	-4,495.50	-6,500.00	-6,429.00	71.00	-1.09%	-6,429.00	0.00	0.00%
Department: 45500 - LIBRARY										
Expense										
58 - OTHER EXPENDITURES	696,559.00	720,625.00	684,002.00	746,180.00	789,088.00	42,908.00	5.75%	789,088.00	0.00	0.00%
Total Expense:	696,559.00	720,625.00	684,002.00	746,180.00	789,088.00	42,908.00	5.75%	789,088.00	0.00	0.00%
Total Department: 45500 - LIBRARY:	696,559.00	720,625.00	684,002.00	746,180.00	789,088.00	42,908.00	5.75%	789,088.00	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Department: 45600 - COMMUNITY EDUCATION										
Revenue										
33 - INTERGOVERNMENTAL	0.00	0.00	25,625.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	41,718.75	35,892.00	39,762.00	50,000.00	50,000.00	0.00	0.00%	50,000.00	0.00	0.00%
36 - MISCELLANEOUS	1,050.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	42,768.75	35,892.00	65,387.00	50,000.00	50,000.00	0.00	0.00%	50,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	81,254.44	88,926.56	88,055.82	110,164.00	115,724.40	5,560.40	5.05%	115,724.40	0.00	0.00%
52 - EMPLOYEE BENEFITS	17,210.46	22,893.48	35,130.09	44,066.00	48,646.81	4,580.81	10.40%	48,658.20	11.39	0.02%
53 - PURCHASED SERVICES	12,337.10	15,066.04	35,189.33	19,700.00	18,000.00	-1,700.00	-8.63%	18,000.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	18,125.30	18,706.49	1,088.34	5,100.00	5,000.00	-100.00	-1.96%	5,000.00	0.00	0.00%
58 - OTHER EXPENDITURES	120.00	125.00	4,550.00	930.00	930.00	0.00	0.00%	930.00	0.00	0.00%
Total Expense:	129,047.30	145,717.57	164,013.58	179,960.00	188,301.21	8,341.21	4.64%	188,312.60	11.39	0.01%
Total Department: 45600 - COMMUNITY EDUCATION:	-86,278.55	-109,825.57	-98,626.58	-129,960.00	-138,301.21	-8,341.21	6.42%	-138,312.60	-11.39	0.01%
Department: 45700 - RECREATION										
Revenue										
34 - CHARGES FOR SERVICES	260,028.73	262,197.17	262,604.54	245,000.00	255,000.00	10,000.00	4.08%	255,000.00	0.00	0.00%
36 - MISCELLANEOUS	684.40	28,301.64	13,866.70	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
Total Revenue:	260,713.13	290,498.81	276,471.24	247,000.00	257,000.00	10,000.00	4.05%	257,000.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	165,630.37	183,924.46	164,392.63	158,305.00	170,662.40	12,357.40	7.81%	170,662.40	0.00	0.00%
52 - EMPLOYEE BENEFITS	25,881.50	30,869.27	25,764.37	31,672.00	33,498.51	1,826.51	5.77%	33,498.51	0.00	0.00%
53 - PURCHASED SERVICES	39,893.87	46,476.54	52,816.75	42,700.00	43,700.00	1,000.00	2.34%	43,700.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	39,041.85	43,033.84	31,243.84	39,000.00	39,500.00	500.00	1.28%	39,500.00	0.00	0.00%
58 - OTHER EXPENDITURES	213.62	3,584.44	3,311.44	1,265.00	4,265.00	3,000.00	237.15%	4,265.00	0.00	0.00%
Total Expense:	270,661.21	307,888.55	277,529.03	272,942.00	291,625.91	18,683.91	6.85%	291,625.91	0.00	0.00%
Total Department: 45700 - RECREATION:	-9,948.08	-17,389.74	-1,057.79	-25,942.00	-34,625.91	-8,683.91	33.47%	-34,625.91	0.00	0.00%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	375,000.00	424,625.00	366,674.00	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%
Total Revenue:	375,000.00	424,625.00	366,674.00	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%
Expense										
59 - OTHER FINANCING USES	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	306,255.37	373,369.63	366,674.00	400,000.00	400,000.00	0.00	0.00%	400,000.00	0.00	0.00%
Total Fund: 101 - GENERAL FUND:	-503,533.17	2,300,842.24	-2,477,430.68	0.00	-24,999.84	-24,999.84	0.00%	-25,000.00	-0.16	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Fund: 208 - EDA ADMINISTRATION										
Department: 46300 - ECONOMIC DEVELOPMENT AUTHORITY										
Revenue										
31 - TAXES	149,968.22	173,857.20	92,226.39	173,486.00	175,000.00	1,514.00	0.87%	175,000.00	0.00	0.00%
33 - INTERGOVERNMENTAL	0.00	74,506.00	36,253.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	1,600.00	1,800.00	0.00	2,500.00	2,000.00	-500.00	-20.00%	2,000.00	0.00	0.00%
36 - MISCELLANEOUS	-28,395.86	83,572.78	60,086.22	18,584.00	36,689.00	18,105.00	97.42%	36,689.00	0.00	0.00%
Total Revenue:	123,172.36	333,735.98	188,565.61	194,570.00	213,689.00	19,119.00	9.83%	213,689.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	104,529.80	105,379.53	96,523.66	114,124.00	119,668.64	5,544.64	4.86%	119,294.24	-374.40	-0.31%
52 - EMPLOYEE BENEFITS	34,500.05	42,420.89	37,883.49	47,870.00	51,262.61	3,392.61	7.09%	51,217.76	-44.85	-0.09%
53 - PURCHASED SERVICES	9,438.22	8,236.99	83,952.80	22,276.00	27,132.00	4,856.00	21.80%	27,207.00	75.00	0.28%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	667.58	498.38	167.80	500.00	350.00	-150.00	-30.00%	350.00	0.00	0.00%
58 - OTHER EXPENDITURES	8,518.00	8,848.00	6,723.00	9,800.00	8,348.00	-1,452.00	-14.82%	8,348.00	0.00	0.00%
Total Expense:	157,653.65	165,383.79	225,250.75	194,570.00	206,761.25	12,191.25	6.27%	206,417.00	-344.25	-0.17%
Total Department: 46300 - ECONOMIC DEVELOPMENT AUTH...	-34,481.29	168,352.19	-36,685.14	0.00	6,927.75	6,927.75	0.00%	7,272.00	344.25	4.97%
Total Fund: 208 - EDA ADMINISTRATION:	-34,481.29	168,352.19	-36,685.14	0.00	6,927.75	6,927.75	0.00%	7,272.00	344.25	4.97%
Fund: 258 - RED BARON ARENA										
Department: 45900 - AMATEUR SPORTS CENTER										
Revenue										
34 - CHARGES FOR SERVICES	562.00	6,745.00	480.00	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
36 - MISCELLANEOUS	220,958.12	258,758.26	245,272.11	211,940.00	220,703.00	8,763.00	4.13%	220,914.27	211.27	0.10%
Total Revenue:	221,520.12	265,503.26	245,752.11	212,440.00	221,203.00	8,763.00	4.12%	221,414.27	211.27	0.10%
Expense										
51 - SALARIES & WAGES	273,507.20	268,645.21	252,996.14	299,164.00	318,180.82	19,016.82	6.36%	318,180.82	0.00	0.00%
52 - EMPLOYEE BENEFITS	101,432.14	102,795.91	96,782.51	119,828.00	128,776.98	8,948.98	7.47%	128,806.45	29.47	0.02%
53 - PURCHASED SERVICES	392,848.27	373,075.67	293,963.35	390,785.00	400,661.00	9,876.00	2.53%	400,855.00	194.00	0.05%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	31,467.64	27,492.40	22,973.46	46,600.00	46,600.00	0.00	0.00%	46,600.00	0.00	0.00%
58 - OTHER EXPENDITURES	1,483.25	1,765.75	2,088.75	775.00	755.00	-20.00	-2.58%	755.00	0.00	0.00%
59 - OTHER FINANCING USES	0.00	0.00	0.00	0.00	21,267.00	21,267.00	0.00%	21,267.00	0.00	0.00%
Total Expense:	800,738.50	773,774.94	668,804.21	857,152.00	916,240.80	59,088.80	6.89%	916,464.27	223.47	0.02%
Total Department: 45900 - AMATEUR SPORTS CENTER:	-579,218.38	-508,271.68	-423,052.10	-644,712.00	-695,037.80	-50,325.80	7.81%	-695,050.00	-12.20	0.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
<b>Department: 49900 - TRANSFERS</b>										
<b>Revenue</b>										
39 - OTHER FINANCING REVENUE	608,850.00	643,000.00	590,986.00	644,712.00	695,050.00	50,338.00	7.81%	695,050.00	0.00	0.00%
Total Revenue:	608,850.00	643,000.00	590,986.00	644,712.00	695,050.00	50,338.00	7.81%	695,050.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	608,850.00	643,000.00	590,986.00	644,712.00	695,050.00	50,338.00	7.81%	695,050.00	0.00	0.00%
Total Fund: 258 - RED BARON ARENA:	29,631.62	134,728.32	167,933.90	0.00	12.20	12.20	0.00%	0.00	-12.20	-100.00%
<b>Fund: 270 - MERIT</b>										
<b>Department: 42600 - MERIT OPERATIONS</b>										
<b>Revenue</b>										
33 - INTERGOVERNMENTAL	2,000.00	0.00	50.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
34 - CHARGES FOR SERVICES	8,400.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	40,596.48	50,303.27	49,246.60	43,682.00	47,739.00	4,057.00	9.29%	47,725.66	-13.34	-0.03%
Total Revenue:	50,996.48	50,303.27	49,296.60	43,682.00	47,739.00	4,057.00	9.29%	47,725.66	-13.34	-0.03%
<b>Expense</b>										
51 - SALARIES & WAGES	78,178.13	60,115.33	53,116.83	68,179.00	72,158.00	3,979.00	5.84%	72,158.00	0.00	0.00%
52 - EMPLOYEE BENEFITS	32,485.39	32,000.93	26,520.00	35,386.00	37,979.27	2,593.27	7.33%	37,990.66	11.39	0.03%
53 - PURCHASED SERVICES	82,723.28	67,010.50	67,710.45	93,045.00	96,794.00	3,749.00	4.03%	96,797.00	3.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	5,246.65	5,746.91	2,221.52	11,300.00	11,300.00	0.00	0.00%	11,300.00	0.00	0.00%
55 - CAPITAL	8,039.21	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
58 - OTHER EXPENDITURES	2,171.59	1,864.17	2,355.42	2,030.00	2,530.00	500.00	24.63%	2,530.00	0.00	0.00%
Total Expense:	208,844.25	166,737.84	151,924.22	209,940.00	220,761.27	10,821.27	5.15%	220,775.66	14.39	0.01%
Total Department: 42600 - MERIT OPERATIONS:	-157,847.77	-116,434.57	-102,627.62	-166,258.00	-173,022.27	-6,764.27	4.07%	-173,050.00	-27.73	0.02%
<b>Department: 49900 - TRANSFERS</b>										
<b>Revenue</b>										
39 - OTHER FINANCING REVENUE	174,375.00	171,500.00	152,405.00	166,258.00	173,050.00	6,792.00	4.09%	173,050.00	0.00	0.00%
Total Revenue:	174,375.00	171,500.00	152,405.00	166,258.00	173,050.00	6,792.00	4.09%	173,050.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	174,375.00	171,500.00	152,405.00	166,258.00	173,050.00	6,792.00	4.09%	173,050.00	0.00	0.00%
Total Fund: 270 - MERIT:	16,527.23	55,065.43	49,777.38	0.00	27.73	27.73	0.00%	0.00	-27.73	-100.00%
<b>Fund: 401 - CAPITAL EQUIPMENT FUND</b>										
<b>Department: 00000 - GENERAL GOVERNMENT</b>										
<b>Revenue</b>										
31 - TAXES	300,261.76	151,515.55	158,986.84	300,000.00	500,000.00	200,000.00	66.67%	500,000.00	0.00	0.00%
33 - INTERGOVERNMENTAL	0.00	182,850.00	172,150.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	150,080.70	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	500,342.46	334,365.55	331,136.84	300,000.00	500,000.00	200,000.00	66.67%	500,000.00	0.00	0.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Expense										
53 - PURCHASED SERVICES	1,154.60	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	72,344.63	53,608.23	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	73,499.23	53,608.23	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	426,843.23	280,757.32	331,136.84	300,000.00	500,000.00	200,000.00	66.67%	500,000.00	0.00	0.00%
Department: 41200 - CABLE COMMISSION										
Revenue										
31 - TAXES	19,845.00	26,030.26	12,460.50	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%
Total Revenue:	19,845.00	26,030.26	12,460.50	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	2,255.00	2,255.00	5,519.71	2,500.00	2,500.00	0.00	0.00%	2,500.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	3,090.00	3,124.02	29,042.00	4,000.00	4,000.00	0.00	0.00%	4,000.00	0.00	0.00%
55 - CAPITAL	6,500.00	13,801.47	0.00	13,500.00	10,000.00	-3,500.00	-25.93%	10,000.00	0.00	0.00%
Total Expense:	11,845.00	19,180.49	34,561.71	20,000.00	16,500.00	-3,500.00	-17.50%	16,500.00	0.00	0.00%
Total Department: 41200 - CABLE COMMISSION:	8,000.00	6,849.77	-22,101.21	0.00	3,500.00	3,500.00	0.00%	3,500.00	0.00	0.00%
Department: 42100 - POLICE ADMINISTRATION										
Expense										
55 - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	136,000.00	136,000.00	0.00%
Total Expense:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	136,000.00	136,000.00	0.00%
Total Department: 42100 - POLICE ADMINISTRATION:	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	136,000.00	136,000.00	0.00%
Department: 42400 - FIRE SERVICES										
Expense										
55 - CAPITAL	0.00	32,850.00	40,045.21	36,000.00	0.00	-36,000.00	-100.00%	21,000.00	21,000.00	0.00%
Total Expense:	0.00	32,850.00	40,045.21	36,000.00	0.00	-36,000.00	-100.00%	21,000.00	21,000.00	0.00%
Total Department: 42400 - FIRE SERVICES:	0.00	32,850.00	40,045.21	36,000.00	0.00	-36,000.00	-100.00%	21,000.00	21,000.00	0.00%
Department: 43100 - ENGINEERING										
Expense										
55 - CAPITAL	24,712.19	0.00	39,413.29	39,500.00	0.00	-39,500.00	-100.00%	47,000.00	47,000.00	0.00%
Total Expense:	24,712.19	0.00	39,413.29	39,500.00	0.00	-39,500.00	-100.00%	47,000.00	47,000.00	0.00%
Total Department: 43100 - ENGINEERING:	24,712.19	0.00	39,413.29	39,500.00	0.00	-39,500.00	-100.00%	47,000.00	47,000.00	0.00%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
33 - INTERGOVERNMENTAL	0.00	1,250,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	50,510.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	50,510.00	1,250,000.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Expense										
53 - PURCHASED SERVICES	12,480.00	8,685.05	64.49	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	627.00	646.00	299.10	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	360,645.00	1,453,711.89	76,272.93	322,200.00	0.00	-322,200.00	-100.00%	226,720.00	226,720.00	0.00%
Total Expense:	373,752.00	1,463,042.94	76,636.52	322,200.00	0.00	-322,200.00	-100.00%	226,720.00	226,720.00	0.00%
Total Department: 43300 - STREET ADMINISTRATION:	-323,242.00	-213,042.94	-76,636.52	-322,200.00	0.00	322,200.00	-100.00%	-226,720.00	-226,720.00	0.00%
Department: 43400 - AIRPORT										
Revenue										
33 - INTERGOVERNMENTAL	0.00	0.00	134,252.67	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	0.00	134,252.67	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	19,628.02	6,532.20	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	12,412.12	73,498.86	184,064.79	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:	32,040.14	80,031.06	184,064.79	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 43400 - AIRPORT:	-32,040.14	-80,031.06	-49,812.12	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Department: 45200 - PARKS										
Revenue										
36 - MISCELLANEOUS	0.00	0.00	100.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	12,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	12,500.00	0.00	100.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	10,612.80	0.00	1,000.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	1,365.98	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	291,219.21	72,298.20	92,225.59	102,300.00	0.00	-102,300.00	-100.00%	77,500.00	77,500.00	0.00%
Total Expense:	301,832.01	73,664.18	93,225.59	102,300.00	0.00	-102,300.00	-100.00%	77,500.00	77,500.00	0.00%
Total Department: 45200 - PARKS:	-289,332.01	-73,664.18	-93,125.59	-102,300.00	0.00	102,300.00	-100.00%	-77,500.00	-77,500.00	0.00%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	68,744.63	51,255.37	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Fund: 401 - CAPITAL EQUIPMENT FUND:	-165,738.48	-60,725.72	10,002.90	-200,000.00	503,500.00	703,500.00	-351.75%	-4,720.00	-508,220.00	-100.94%
Fund: 495 - PUBLIC IMPROVE REVOLVING										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
31 - TAXES	434,195.80	365,297.20	281,371.06	456,900.00	450,000.00	-6,900.00	-1.51%	450,000.00	0.00	0.00%



Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
33 - INTERGOVERNMENTAL	28,430.00	384,200.28	7,000.00	7,011.00	49,650.00	42,639.00	608.17%	49,650.00	0.00	0.00%
36 - MISCELLANEOUS	-511.16	30,377.28	14,468.75	6,450.00	14,401.00	7,951.00	123.27%	14,401.00	0.00	0.00%
Total Revenue:	462,114.64	779,874.76	302,839.81	470,361.00	514,051.00	43,690.00	9.29%	514,051.00	0.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	462,114.64	779,874.76	302,839.81	470,361.00	514,051.00	43,690.00	9.29%	514,051.00	0.00	0.00%
Department: 43300 - STREET ADMINISTRATION										
Revenue										
36 - MISCELLANEOUS	441,976.01	74,210.72	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	441,976.01	74,210.72	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	32,181.95	3,629.14	2,299.24	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	0.00	608.00	598.20	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	1,145,955.15	635,144.59	523,278.81	650,000.00	650,000.00	0.00	0.00%	650,000.00	0.00	0.00%
Total Expense:	1,178,137.10	639,381.73	526,176.25	650,000.00	650,000.00	0.00	0.00%	650,000.00	0.00	0.00%
Total Department: 43300 - STREET ADMINISTRATION:	-736,161.09	-565,171.01	-526,176.25	-650,000.00	-650,000.00	0.00	0.00%	-650,000.00	0.00	0.00%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	0.00	0.00	761,456.41	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	0.00	0.00	761,456.41	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	0.00	0.00	761,456.41	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Fund: 495 - PUBLIC IMPROVE REVOLVING:	-274,046.45	214,703.75	538,119.97	-179,639.00	-135,949.00	43,690.00	-24.32%	-135,949.00	0.00	0.00%
Fund: 602 - WASTE WATER OPERATING										
Department: 47000 - DEBT SERVICE										
Expense										
53 - PURCHASED SERVICES	0.00	873.25	646.84	874.00	660.00	-214.00	-24.49%	660.00	0.00	0.00%
56 - DEBT SERVICE	255,818.01	222,015.10	202,061.26	205,162.00	172,146.88	-33,015.12	-16.09%	172,146.88	0.00	0.00%
Total Expense:	255,818.01	222,888.35	202,708.10	206,036.00	172,806.88	-33,229.12	-16.13%	172,806.88	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:	255,818.01	222,888.35	202,708.10	206,036.00	172,806.88	-33,229.12	-16.13%	172,806.88	0.00	0.00%
Department: 49500 - WASTE WATER										
Revenue										
31 - TAXES	0.00	4,131.80	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
33 - INTERGOVERNMENTAL	55,265.20	46,356.00	43,286.93	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
36 - MISCELLANEOUS	-73,109.63	417,805.37	243,599.75	112,469.00	189,336.58	76,867.58	68.35%	189,336.58	0.00	0.00%
37 - PROPRIETARY OPERATING	5,394,818.79	5,558,951.07	4,244,619.74	5,682,500.00	6,077,798.00	395,298.00	6.96%	6,077,798.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	32,696.17	32,696.17	479,441.64	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	5,409,670.53	6,059,940.41	5,010,948.06	5,794,969.00	6,267,134.58	472,165.58	8.15%	6,267,134.58	0.00	0.00%

Budget Comparison Report

Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Expense										
51 - SALARIES & WAGES	906,548.65	886,465.37	829,435.53	946,684.00	993,342.53	46,658.53	4.93%	993,342.53	0.00	0.00%
52 - EMPLOYEE BENEFITS	307,611.62	515,533.75	328,949.41	419,611.00	448,855.84	29,244.84	6.97%	448,964.60	108.76	0.02%
53 - PURCHASED SERVICES	1,023,319.56	1,119,786.86	849,715.42	1,160,100.00	1,195,771.00	35,671.00	3.07%	1,196,392.00	621.00	0.05%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	413,411.67	561,848.44	478,303.53	542,325.00	602,470.00	60,145.00	11.09%	602,470.00	0.00	0.00%
55 - CAPITAL	1,890,646.52	1,790,190.84	195,271.55	1,725,408.00	1,627,750.00	-97,658.00	-5.66%	1,627,750.00	0.00	0.00%
58 - OTHER EXPENDITURES	159,887.56	83,232.56	122,452.52	71,697.00	96,610.67	24,913.67	34.75%	96,610.67	0.00	0.00%
59 - OTHER FINANCING USES	5,520.00	9,450.00	5,665.00	6,180.00	9,446.00	3,266.00	52.85%	9,446.00	0.00	0.00%
Total Expense:	4,706,945.58	4,966,507.82	2,809,792.96	4,872,005.00	4,974,246.04	102,241.04	2.10%	4,974,975.80	729.76	0.01%
Total Department: 49500 - WASTE WATER:	702,724.95	1,093,432.59	2,201,155.10	922,964.00	1,292,888.54	369,924.54	40.08%	1,292,158.78	-729.76	-0.06%
Department: 49900 - TRANSFERS										
Expense										
59 - OTHER FINANCING USES	0.00	0.00	0.00	0.00	55,747.24	55,747.24	0.00%	55,747.24	0.00	0.00%
Total Expense:	0.00	0.00	0.00	0.00	55,747.24	55,747.24	0.00%	55,747.24	0.00	0.00%
Total Department: 49900 - TRANSFERS:	0.00	0.00	0.00	0.00	55,747.24	55,747.24	0.00%	55,747.24	0.00	0.00%
Total Fund: 602 - WASTE WATER OPERATING:	446,906.94	870,544.24	1,998,447.00	716,928.00	1,064,334.42	347,406.42	48.46%	1,063,604.66	-729.76	-0.07%
Fund: 609 - LIQUOR										
Department: 47000 - DEBT SERVICE										
Expense										
56 - DEBT SERVICE	56,078.33	50,338.13	22,436.25	44,873.00	38,317.50	-6,555.50	-14.61%	38,317.50	0.00	0.00%
Total Expense:	56,078.33	50,338.13	22,436.25	44,873.00	38,317.50	-6,555.50	-14.61%	38,317.50	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:	56,078.33	50,338.13	22,436.25	44,873.00	38,317.50	-6,555.50	-14.61%	38,317.50	0.00	0.00%
Department: 49700 - LIQUOR OPERATIONS										
Revenue										
35 - FINES & FORFEITURES	120.00	150.33	90.00	0.00	100.00	100.00	0.00%	100.00	0.00	0.00%
36 - MISCELLANEOUS	-9,464.27	118,987.35	62,635.39	25,599.00	47,629.00	22,030.00	86.06%	47,629.00	0.00	0.00%
37 - PROPRIETARY OPERATING	7,078,147.91	7,376,044.41	5,980,494.98	7,325,335.00	7,754,467.00	429,132.00	5.86%	7,754,467.00	0.00	0.00%
Total Revenue:	7,068,803.64	7,495,182.09	6,043,220.37	7,350,934.00	7,802,196.00	451,262.00	6.14%	7,802,196.00	0.00	0.00%
Expense										
51 - SALARIES & WAGES	428,771.65	426,753.60	388,002.39	483,786.00	518,789.47	35,003.47	7.24%	518,789.47	0.00	0.00%
52 - EMPLOYEE BENEFITS	181,539.23	141,417.58	123,642.78	157,123.00	176,250.66	19,127.66	12.17%	176,286.67	36.01	0.02%
53 - PURCHASED SERVICES	129,707.91	91,928.44	82,739.09	95,823.00	102,272.00	6,449.00	6.73%	102,476.00	204.00	0.20%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	107,204.24	125,012.86	78,906.79	112,750.00	112,750.00	0.00	0.00%	112,750.00	0.00	0.00%
55 - CAPITAL	88,033.00	93,953.00	0.00	84,345.00	91,460.00	7,115.00	8.44%	91,460.00	0.00	0.00%
58 - OTHER EXPENDITURES	119,374.30	142,828.46	127,091.21	106,400.00	107,640.00	1,240.00	1.17%	107,640.00	0.00	0.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Total Expense:				1,040,227.00	1,109,162.13	68,935.13	6.63%	1,109,402.14	240.01	0.02%
Total Department: 49700 - LIQUOR OPERATIONS:				6,310,707.00	6,693,033.87	382,326.87	6.06%	6,692,793.86	-240.01	0.00%
Department: 49701 - LIQUOR OPERATIONS										
Expense										
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	5,070,369.97	5,256,596.72	4,236,812.15	5,150,501.00	5,504,296.00	353,795.00	6.87%	5,504,296.00	0.00	0.00%
Total Expense:				5,150,501.00	5,504,296.00	353,795.00	6.87%	5,504,296.00	0.00	0.00%
Total Department: 49701 - LIQUOR OPERATIONS:				5,150,501.00	5,504,296.00	353,795.00	6.87%	5,504,296.00	0.00	0.00%
Department: 49900 - TRANSFERS										
Expense										
59 - OTHER FINANCING USES	575,000.00	774,625.00	550,011.00	600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Expense:				600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:				600,000.00	600,000.00	0.00	0.00%	600,000.00	0.00	0.00%
Total Fund: 609 - LIQUOR:				515,333.00	550,420.37	35,087.37	6.81%	550,180.36	-240.01	-0.04%
Fund: 630 - SURFACE WATER MGT UTILITY										
Department: 47000 - DEBT SERVICE										
Expense										
53 - PURCHASED SERVICES	0.00	538.60	471.50	630.00	532.00	-98.00	-15.56%	532.00	0.00	0.00%
56 - DEBT SERVICE	88,072.93	120,730.38	163,455.58	163,474.00	139,884.85	-23,589.15	-14.43%	139,884.85	0.00	0.00%
Total Expense:				164,104.00	140,416.85	-23,687.15	-14.43%	140,416.85	0.00	0.00%
Total Department: 47000 - DEBT SERVICE:				164,104.00	140,416.85	-23,687.15	-14.43%	140,416.85	0.00	0.00%
Department: 49600 - STORM WATER										
Revenue										
31 - TAXES	3,354.17	-3,676.93	3,557.45	4,600.00	4,000.00	-600.00	-13.04%	4,000.00	0.00	0.00%
32 - LICENSES & PERMITS	2,995.00	4,770.00	4,310.00	3,000.00	3,500.00	500.00	16.67%	3,500.00	0.00	0.00%
36 - MISCELLANEOUS	-30,694.67	129,896.16	80,946.86	20,974.00	42,780.00	21,806.00	103.97%	42,780.00	0.00	0.00%
37 - PROPRIETARY OPERATING	1,280,132.54	1,276,263.42	860,139.95	1,310,586.00	1,336,798.00	26,212.00	2.00%	1,336,798.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	23,662.63	46,871.27	421,613.86	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:				1,339,160.00	1,387,078.00	47,918.00	3.58%	1,387,078.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	447,585.08	438,472.42	386,529.42	410,058.00	416,309.00	6,251.00	1.52%	416,309.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	10,263.34	4,943.48	652.98	15,375.00	15,200.00	-175.00	-1.14%	15,200.00	0.00	0.00%
55 - CAPITAL	1,011,129.57	995,610.39	2,499.61	670,529.00	887,730.00	217,201.00	32.39%	887,730.00	0.00	0.00%
58 - OTHER EXPENDITURES	45,341.12	29,091.25	6,761.79	8,820.00	8,820.00	0.00	0.00%	8,820.00	0.00	0.00%
Total Expense:				1,104,782.00	1,328,059.00	223,277.00	20.21%	1,328,059.00	0.00	0.00%
Total Department: 49600 - STORM WATER:				234,378.00	59,019.00	-175,359.00	-74.82%	59,019.00	0.00	0.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Categor...	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Department: 49900 - TRANSFERS										
Expense										
59 - OTHER FINANCING USES	0.00	0.00	0.00	0.00	49,023.21	49,023.21	0.00%	49,023.21	0.00	0.00%
Total Expense:	0.00	0.00	0.00	0.00	49,023.21	49,023.21	0.00%	49,023.21	0.00	0.00%
Total Department: 49900 - TRANSFERS:	0.00	0.00	0.00	0.00	49,023.21	49,023.21	0.00%	49,023.21	0.00	0.00%
Total Fund: 630 - SURFACE WATER MGT UTILITY:	-322,942.37	-135,262.60	810,197.24	70,274.00	-130,421.06	-200,695.06	-285.59%	-130,421.06	0.00	0.00%
Fund: 701 - CENTRAL FLEET										
Department: 00000 - GENERAL GOVERNMENT										
Revenue										
36 - MISCELLANEOUS	0.00	4,949.56	3,703.79	2,400.00	2,990.00	590.00	24.58%	2,990.00	0.00	0.00%
39 - OTHER FINANCING REVENUE	40,392.00	53,356.00	29,152.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:	40,392.00	58,305.56	32,855.79	2,400.00	2,990.00	590.00	24.58%	2,990.00	0.00	0.00%
Expense										
53 - PURCHASED SERVICES	0.00	400.00	395.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
54 - SUPPLIES & EQUIPMENT (NON-CAPTIAL)	56,045.68	17,065.56	889.80	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
55 - CAPITAL	41,781.38	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
56 - DEBT SERVICE	0.00	108,933.05	133,816.47	130,474.00	0.00	-130,474.00	-100.00%	210,355.00	210,355.00	0.00%
58 - OTHER EXPENDITURES	2,820.09	-39,230.13	42,813.30	48,606.00	0.00	-48,606.00	-100.00%	0.00	0.00	0.00%
Total Expense:	100,647.15	87,168.48	177,914.57	179,080.00	0.00	-179,080.00	-100.00%	210,355.00	210,355.00	0.00%
Total Department: 00000 - GENERAL GOVERNMENT:	-60,255.15	-28,862.92	-145,058.78	-176,680.00	2,990.00	179,670.00	-101.69%	-207,365.00	-210,355.00	-7,035.28%
Department: 49900 - TRANSFERS										
Revenue										
39 - OTHER FINANCING REVENUE	59,292.00	106,170.00	163,702.00	178,580.00	317,835.00	139,255.00	77.98%	317,835.00	0.00	0.00%
Total Revenue:	59,292.00	106,170.00	163,702.00	178,580.00	317,835.00	139,255.00	77.98%	317,835.00	0.00	0.00%
Total Department: 49900 - TRANSFERS:	59,292.00	106,170.00	163,702.00	178,580.00	317,835.00	139,255.00	77.98%	317,835.00	0.00	0.00%
Total Fund: 701 - CENTRAL FLEET:	-963.15	77,307.08	18,643.22	1,900.00	320,825.00	318,925.00	16,785.53%	110,470.00	-210,355.00	-65.57%
Report Total:	-495,914.11	4,017,283.23	1,512,584.50	924,796.00	2,154,677.57	1,229,881.57	132.99%	1,435,436.96	-719,240.61	-33.38%

Fund Summary

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
	2022 Total Activity	2023 Total Activity	2024 YTD Activity Through Nov	2024 FINAL	2025 PRE	Increase / (Decrease)		2025 FINAL	Increase / (Decrease)	
Fund										
101 - GENERAL FUND	-503,533.17	2,300,842.24	-2,477,430.68	0.00	-24,999.84	-24,999.84	0.00%	-25,000.00	-0.16	0.00%
208 - EDA ADMINISTRATION	-34,481.29	168,352.19	-36,685.14	0.00	6,927.75	6,927.75	0.00%	7,272.00	344.25	4.97%
258 - RED BARON ARENA	29,631.62	134,728.32	167,933.90	0.00	12.20	12.20	0.00%	0.00	-12.20	-100.00%
270 - MERIT	16,527.23	55,065.43	49,777.38	0.00	27.73	27.73	0.00%	0.00	-27.73	-100.00%
401 - CAPITAL EQUIPMENT FUND	-165,738.48	-60,725.72	10,002.90	-200,000.00	503,500.00	703,500.00	-351.75%	-4,720.00	-508,220.00	-100.94%
495 - PUBLIC IMPROVE REVOLVING	-274,046.45	214,703.75	538,119.97	-179,639.00	-135,949.00	43,690.00	-24.32%	-135,949.00	0.00	0.00%
602 - WASTE WATER OPERATING	446,906.94	870,544.24	1,998,447.00	716,928.00	1,064,334.42	347,406.42	48.46%	1,063,604.66	-729.76	-0.07%
609 - LIQUOR	312,725.01	391,728.30	433,578.71	515,333.00	550,420.37	35,087.37	6.81%	550,180.36	-240.01	-0.04%
630 - SURFACE WATER MGT UTILITY	-322,942.37	-135,262.60	810,197.24	70,274.00	-130,421.06	-200,695.06	-285.59%	-130,421.06	0.00	0.00%
701 - CENTRAL FLEET	-963.15	77,307.08	18,643.22	1,900.00	320,825.00	318,925.00	16,785.53%	110,470.00	-210,355.00	-65.57%
Report Total:	-495,914.11	4,017,283.23	1,512,584.50	924,796.00	2,154,677.57	1,229,881.57	132.99%	1,435,436.96	-719,240.61	-33.38%

Dept #	Department		2022 Actual	2023 Actual	2024 Budget	2025 Budget	\$ Increase (Decrease)	% Change
<b>GENERAL FUND - 101</b>								
00000	General Government	Revenues and Other Financing Sources	\$ 9,943,857.34	\$ 11,644,081.00	\$ 11,624,066.00	\$ 12,090,864.86	\$ 466,798.86	4.02%
		Expenditures and Other Financing Uses	363,535.23	386,268.63	394,350.00	395,909.00	1,559.00	0.40%
		Net	\$ 9,580,322.11	\$ 11,257,812.37	\$ 11,229,716.00	\$ 11,694,955.86	\$ 465,239.86	
41100	Mayor & Council	Revenues and Other Financing Sources	\$ 33,578.79	\$ 12,905.59	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	204,974.33	169,368.89	207,087.00	176,345.37	(30,741.63)	-14.84%
		Net	\$ (171,395.54)	\$ (156,463.30)	\$ (207,087.00)	\$ (176,345.37)	\$ 30,741.63	
41200	Cable Commission	Revenues and Other Financing Sources	\$ 493.00	\$ 1,947.00	\$ 100.00	\$ 100.00	\$ -	
		Expenditures and Other Financing Uses	224,109.42	231,933.05	256,123.00	276,125.73	20,002.73	7.81%
		Net	\$ (223,616.42)	\$ (229,986.05)	\$ (256,023.00)	\$ (276,025.73)	\$ (20,002.73)	
41300	City Administration	Revenues and Other Financing Sources	\$ 55,645.00	\$ 73,539.42	\$ 48,245.00	\$ 61,175.00	\$ 12,930.00	26.80%
		Expenditures and Other Financing Uses	550,350.97	588,396.77	683,702.00	714,919.56	31,217.56	4.57%
		Net	\$ (494,705.97)	\$ (514,857.35)	\$ (635,457.00)	\$ (653,744.56)	\$ (18,287.56)	
41400	Finance	Revenues and Other Financing Sources	\$ 708.51	\$ 252.94	\$ 650.00	\$ 650.00	\$ -	
		Expenditures and Other Financing Uses	462,693.20	483,629.97	551,205.00	553,653.75	2,448.75	0.44%
		Net	\$ (461,984.69)	\$ (483,377.03)	\$ (550,555.00)	\$ (553,003.75)	\$ (2,448.75)	
41500	Assessing	Revenues and Other Financing Sources	\$ 310.00	\$ 357.22	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	374,102.30	375,356.04	395,568.00	376,926.64	(18,641.36)	-4.71%
		Net	\$ (373,792.30)	\$ (374,998.82)	\$ (395,568.00)	\$ (376,926.64)	\$ 18,641.36	
41600	Legal	Revenues and Other Financing Sources	\$ -	\$ 1,926.61	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	142,017.48	195,654.65	175,597.00	216,820.00	41,223.00	23.48%
		Net	\$ (142,017.48)	\$ (193,728.04)	\$ (175,597.00)	\$ (216,820.00)	\$ (41,223.00)	
41700	Building Maintenance	Revenues and Other Financing Sources	\$ 74,614.17	\$ 39,791.16	\$ 52,860.00	\$ 53,310.00	\$ 450.00	0.85%
		Expenditures and Other Financing Uses	302,424.52	284,381.36	361,189.00	389,683.88	28,494.88	7.89%
		Net	\$ (227,810.35)	\$ (244,590.20)	\$ (308,329.00)	\$ (336,373.88)	\$ (28,044.88)	
41750	Adult Community Center	Revenues and Other Financing Sources	\$ 23,988.99	\$ 32,062.00	\$ 18,600.00	\$ 21,700.00	\$ 3,100.00	16.67%
		Expenditures and Other Financing Uses	219,240.62	169,239.13	212,074.00	208,669.87	(3,404.13)	-1.61%
		Net	\$ (195,251.63)	\$ (137,177.13)	\$ (193,474.00)	\$ (186,969.87)	\$ 6,504.13	
41800	Information Technology	Revenues and Other Financing Sources	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	
		Expenditures and Other Financing Uses	175,965.09	175,393.29	165,965.00	176,989.00	11,024.00	6.64%
		Net	\$ (168,965.09)	\$ (168,393.29)	\$ (158,965.00)	\$ (169,989.00)	\$ (11,024.00)	
42100	Police Administration	Revenues and Other Financing Sources	\$ 753,386.74	\$ 1,357,117.26	\$ 707,900.00	\$ 716,540.00	\$ 8,640.00	1.22%
		Expenditures and Other Financing Uses	3,653,573.29	3,388,149.86	3,894,100.00	4,127,818.75	233,718.75	6.00%
		Net	\$ (2,900,186.55)	\$ (2,031,032.60)	\$ (3,186,200.00)	\$ (3,411,278.75)	\$ (225,078.75)	
42200	Chemical Assessment Team	Revenues and Other Financing Sources	\$ 56,214.67	\$ 83,656.30	\$ 80,000.00	\$ 60,000.00	\$ (20,000.00)	-25.00%
		Expenditures and Other Financing Uses	60,733.94	87,774.54	80,000.00	60,000.00	(20,000.00)	-25.00%
		Net	\$ (4,519.27)	\$ (4,118.24)	\$ -	\$ -	\$ -	
Item 13.	Emergency Management System	Revenues and Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	
		Expenditures and Other Financing Uses	10,560.74	9,789.00	19,569.00	20,370.00	801.00	

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

2025 Recommended Budgets *** 11/26/2024 ***							\$	%
Dept #	Department		2022 Actual	2023 Actual	2024 Budget	2025 Budget	Increase (Decrease)	Change
		Expenditures and Other Financing Uses	696,559.00	720,625.00	746,180.00	789,088.00	42,908.00	5.75%
		Net	\$ (696,559.00)	\$ (720,625.00)	\$ (746,180.00)	\$ (789,088.00)	\$ (42,908.00)	
45600	Community Education	Revenues and Other Financing Sources	\$ 42,768.75	\$ 35,892.00	\$ 50,000.00	\$ 50,000.00	\$ -	
		Expenditures and Other Financing Uses	129,047.30	145,717.57	179,960.00	188,312.60	8,352.60	4.64%
		Net	\$ (86,278.55)	\$ (109,825.57)	\$ (129,960.00)	\$ (138,312.60)	\$ (8,352.60)	
45700	Recreation	Revenues and Other Financing Sources	\$ 260,713.13	\$ 290,498.81	\$ 247,000.00	\$ 257,000.00	\$ 10,000.00	4.05%
		Expenditures and Other Financing Uses	270,661.21	307,888.55	272,942.00	291,625.91	18,683.91	6.85%
		Net	\$ (9,948.08)	\$ (17,389.74)	\$ (25,942.00)	\$ (34,625.91)	\$ (8,683.91)	
49900	Transfers	Revenues and Other Financing Sources	\$ 375,000.00	\$ 424,625.00	\$ 400,000.00	\$ 400,000.00	\$ -	
		Expenditures and Other Financing Uses	68,744.63	51,255.37	-	-	-	
		Net	\$ 306,255.37	\$ 373,369.63	\$ 400,000.00	\$ 400,000.00	\$ -	
Net GENERAL FUND			\$ 13,729,708.25	\$ 16,374,369.50	\$ 15,163,081.00	\$ 15,845,903.36	\$ 682,822.36	4.50%
		Expenditures and Other Financing Uses	14,233,241.42	14,073,527.26	15,163,081.00	15,870,903.36	707,822.36	4.67%
		Net	\$ (503,533.17)	\$ 2,300,842.24	\$ -	\$ (25,000.00)	\$ (25,000.00)	
<b><u>ECONOMIC DEVELOPMENT AUTHORITY - 208</u></b>								
46300	EDA	Revenues and Other Financing Sources	\$ 123,172.36	\$ 333,735.98	\$ 194,570.00	\$ 213,689.00	\$ 19,119.00	9.83%
		Expenditures and Other Financing Uses	157,653.65	165,383.79	194,570.00	206,417.00	11,847.00	6.09%
		Net	\$ (34,481.29)	\$ 168,352.19	\$ -	\$ 7,272.00	\$ 7,272.00	
<b><u>ARENA - 258</u></b>								
45900	Amateur Sports Center	Revenues and Other Financing Sources	\$ 830,370.12	\$ 908,503.26	\$ 857,152.00	\$ 916,464.27	\$ 59,312.27	6.92%
		Expenditures and Other Financing Uses	800,738.50	773,774.94	857,152.00	916,464.27	59,312.27	6.92%
		Net	\$ 29,631.62	\$ 134,728.32	\$ -	\$ -	\$ -	
<b><u>MERIT - 270</u></b>								
42600	MERIT operations	Revenues and Other Financing Sources	\$ 225,371.48	\$ 221,803.27	\$ 209,940.00	\$ 220,775.66	\$ 10,835.66	5.16%
		Expenditures and Other Financing Uses	208,844.25	166,737.84	209,940.00	220,775.66	10,835.66	5.16%
		Net	\$ 16,527.23	\$ 55,065.43	\$ -	\$ -	\$ -	
<b><u>CAPITAL EQUIPMENT LEVY - 401</u></b>								
various	Capital Equipment	Revenues and Other Financing Sources	\$ 651,942.09	\$ 1,661,651.18	\$ 320,000.00	\$ 520,000.00	\$ 200,000.00	62.50%
		Expenditures and Other Financing Uses	817,680.57	1,722,376.90	520,000.00	524,720.00	4,720.00	0.91%
		Net	\$ (165,738.48)	\$ (60,725.72)	\$ (200,000.00)	\$ (4,720.00)	\$ 195,280.00	
<b><u>STREET IMPROVEMENT LEVY - 495</u></b>								
43300	Street Improvement	Revenues and Other Financing Sources	\$ 904,090.65	\$ 854,085.48	\$ 470,361.00	\$ 514,051.00	\$ 43,690.00	9.29%
		Expenditures and Other Financing Uses	1,178,137.10	639,381.73	650,000.00	650,000.00	-	
		Net	\$ (274,046.45)	\$ 214,703.75	\$ (179,639.00)	\$ (135,949.00)	\$ 43,690.00	



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

**CITY OF MARSHALL  
TAX LEVY COMPARISON**

	PAYABLE 2021	PAYABLE 2022	PAYABLE 2023	PAYABLE 2024	PAYABLE 2025
<b><u>General Fund Levy</u></b> (101)	\$ 4,957,530	\$ 5,240,384	\$ 5,790,175	\$ 6,087,767	\$ 6,512,371
<b><u>Capital Equipment Levy</u></b> (401)	\$ 400,000	\$ 300,000	\$ 150,000	\$ 300,000	\$ 500,000
<b><u>Street Improvement Levy</u></b> (495)	\$ 275,000	\$ 350,000	\$ 350,000	\$ 375,000	\$ 400,000
<b><u>Economic Development Authority</u></b> (208)	\$ 135,000	\$ 150,000	\$ 173,486	\$ 173,486	\$ 175,000
<b><u>Special Levy (Debt Service)</u></b>					
321 2010A G.O. Capital Improvement Bonds	\$ 53,467	\$ 45,000	\$ 46,983	\$ 35,542	\$ 38,272
325 2015A G.O. CIP Bonds	\$ 53,471	\$ 52,526	\$ 51,463	\$ 55,650	\$ 54,075
359 2015B G.O. Public Improvement Bonds	\$ 50,796	\$ 50,287	\$ 53,874	\$ -	\$ -
360 2016B G.O. Equipment Certificates	\$ 155,295	\$ -	\$ -	\$ -	\$ -
360 2016B G.O. Public Improvement Bonds	\$ 105,703	\$ 110,136	\$ 109,215	\$ 108,292	\$ -
362 2017A G.O. Public Improvement Bonds	\$ 83,157	\$ 89,952	\$ 87,103	\$ 83,795	\$ 80,487
362 2017A G.O. Equipment Certificates	\$ 38,955	\$ 37,853	\$ -	\$ -	\$ -
369 2011B G.O. Public Improvement Bonds	\$ 19,509	\$ 29,116	\$ 31,520	\$ 28,830	\$ 30,930
374 2015A G.O. Street Reconstruction Bonds	\$ 96,784	\$ 95,419	\$ 93,883	\$ 92,348	\$ 90,300
375 2018A G.O. Public Improvement Bonds	\$ 100,000	\$ 95,000	\$ 84,074	\$ 156,108	\$ 156,613
376 2016C G.O. Public Improvement Bonds	\$ 60,894	\$ 56,243	\$ 63,830	\$ 61,100	\$ 58,619
377 2017B G.O. Public Improvement Bonds	\$ 42,546	\$ 41,940	\$ 41,333	\$ 40,727	\$ 45,150
378 2020B G.O. Public Improvement Bonds	\$ 98,028	\$ 94,156	\$ 95,178	\$ 90,845	\$ 91,762
394 2020A G.O. Capital Improvement Bond	\$ 239,103	\$ 237,791	\$ 235,953	\$ 238,841	\$ 235,691
379 2021A G.O. Public Improvement Bond	\$ -	\$ 155,946	\$ 152,344	\$ 147,703	\$ 143,061
380 2022A G.O. Public Improvement Bond		\$ -	\$ 198,540	\$ 204,161	\$ 195,139
381 2023A G.O. Public Improvement Bond				\$ 313,475	\$ 312,525
382 2024A G.O. Public Improvement Bond					\$ 294,565
383 2025A G.O. Public Improvement Bond					\$ -
subtotal	\$ 1,197,708	\$ 1,191,365	\$ 1,345,293	\$ 1,657,417	\$ 1,827,189
<b><u>Special Levy Tax Abatement (Debt Service)</u></b>					
369 2011B Tax Abatement (Country Club Dr.)	\$ 70,833	\$ 69,389	\$ 55,000	\$ 60,000	\$ 60,000
376 2016C G.O. Tax Abatement (Parkway)	\$ 132,936	\$ 134,962	\$ 130,000	\$ 130,000	\$ 135,000
362 2017A G.O. Tax Abatement (Carr Estates)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
375 2018A G.O. Tax Abatement (Justice Park)	\$ 25,000	\$ 25,000	\$ 30,000	\$ -	\$ -
378 2020B G.O. Tax Abatement (Freedom Park)	\$ 20,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
379 2021A G.O. Tax Abatement (Patriot Park)	\$ -	\$ 40,000	\$ 45,000	\$ 45,000	\$ 45,000
380 2022A G.O. Tax Abatement (parking lots)		\$ -	\$ 45,000	\$ 45,000	\$ 50,000
381 2023A G.O. Tax Abatement (parks, etc.)				\$ 50,000	\$ 55,000
382 2024A G.O. Tax Abatement (parks)					\$ 45,000
subtotal	\$ 288,769	\$ 334,351	\$ 370,000	\$ 395,000	\$ 455,000
total of Debt Service Funds	\$ 1,486,477	\$ 1,525,716	\$ 1,715,293	\$ 2,052,417	\$ 2,282,189
<b>Total - - all funds</b>	\$ 7,254,007	\$ 7,566,100	\$ 8,178,954	\$ 8,988,670	\$ 9,869,560
Approved final levy	\$ 7,254,007	\$ 7,566,100	\$ 8,178,954	\$ 8,988,670	
difference	\$ -	\$ -	\$ -	\$ -	\$ 9,869,560
% increase	2.80%	4.30%	8.10%	9.90%	9.80%

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson																						
<b>Meeting Date:</b>	Tuesday, December 10, 2024																						
<b>Category:</b>	NEW BUSINESS																						
<b>Type:</b>	ACTION																						
<b>Subject:</b>	Project ST-002-2024: Bituminous Overlay on Various City Streets - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request (No. 3)																						
<b>Background Information:</b>	<p>This project is the annual street mill and overlay project that also includes ADA improvements at sidewalk ramp crossings. Attached is the plan cover sheet that identifies each location that is identified in the tables below.</p> <table border="1"> <thead> <tr> <th>Street</th><th>From-To</th></tr> </thead> <tbody> <tr> <td>Peltier/Glenn/Simmons (Mill All 2")</td><td>Peltier/Glenn/Simmons area off 6th Street</td></tr> <tr> <td>O'Connell Street (Mill All)</td><td>Service Road to Birch Street</td></tr> <tr> <td>Rainbow Drive</td><td>Madrid Street south to Railroad Tracks</td></tr> <tr> <td>Floyd Wild Drive</td><td>Susan Intersection to Canoga Park Drive.</td></tr> <tr> <td>Canoga Park Drive</td><td>T.H. 23 to new Canoga Park Circle seam.</td></tr> <tr> <td>Market Street</td><td>E. College Drive to Mall Parking Lot</td></tr> <tr> <td>N. Whitney Street (Mill All)</td><td>E. College Drive to N. 4th Street</td></tr> <tr> <td>Poplar Avenue (Mill All)</td><td>N. Whitney Street to N. Hill Street</td></tr> <tr> <td>Boyer Drive (Mill All)</td><td>TH 23 to Margaret Avenue</td></tr> <tr> <td>Boyer Drive</td><td>Leveling 1" - 20' wide estimated</td></tr> </tbody> </table> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 3) in the amount of \$9,916.95.</p>	Street	From-To	Peltier/Glenn/Simmons (Mill All 2")	Peltier/Glenn/Simmons area off 6th Street	O'Connell Street (Mill All)	Service Road to Birch Street	Rainbow Drive	Madrid Street south to Railroad Tracks	Floyd Wild Drive	Susan Intersection to Canoga Park Drive.	Canoga Park Drive	T.H. 23 to new Canoga Park Circle seam.	Market Street	E. College Drive to Mall Parking Lot	N. Whitney Street (Mill All)	E. College Drive to N. 4th Street	Poplar Avenue (Mill All)	N. Whitney Street to N. Hill Street	Boyer Drive (Mill All)	TH 23 to Margaret Avenue	Boyer Drive	Leveling 1" - 20' wide estimated
Street	From-To																						
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Boyer Drive	Leveling 1" - 20' wide estimated																						
<b>Fiscal Impact:</b>	<p>The items on Change Order No. 2 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.</p> <p>Change Order No. 2 (Final) results in a contract decrease in the amount of (\$24,961.00), and a final contract amount of \$533,195.76. The original contract amount was \$587,422.58, for a net contract decrease of (\$54,226.82).</p> <p>The 2024 Capital budget includes \$650,000 for this project.</p>																						
<b>Alternative/Variations:</b>	No alternative actions recommended.																						
<b>Recommendations:</b>	that the Council approve Change Order No. 2 (Final), resulting in a contract decrease in the amount of (\$24,961.00) and acknowledge Final Pay Request (No. 3) in the amount of \$9,916.95 for the above-referenced project to Central Specialties Inc. of Alexandria, Minnesota.																						



State Of Minnesota  
City of Marshall, Minnesota  
Project Number ST-002-2024

Construction Plans for Bituminous Overlays & Pedestrian Ramp Improvements withing the City of Marshall

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2-3	Estimated Quantity Sheet
4	Construction Notes Sheet
5	Detail Sheet
6-9	ADA Plan Sheets
10-19	MNDOT Standard Plan Sheets

LEGEND

ALIGNMENT STATIONS	
GAS LINE	
COMMUNICATION LINE	
FIBER LINE	
UNDERGROUND POWER	
STREET LIGHT	
EXISTING CATCH BASIN	
EXISTING STORM MANHOLE	
EXISTING SANITARY MANHOLE	
EXISTING HYDRANT	
EXISTING WATER VALVE	
NEW CATCH BASIN	
NEW HYDRANT	
NEW WATER VALVE	
NEW SANITARY MANHOLE	
NEW STORM MANHOLE	
BENCHMARK TOP NUT HYDRANT	

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE SUPPLEMENTAL SPECIFICATIONS DATED SEPTEMBER 2022 SHALL GOVERN

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

DESIGN DATA

DESIGN SPEED 30 MPH

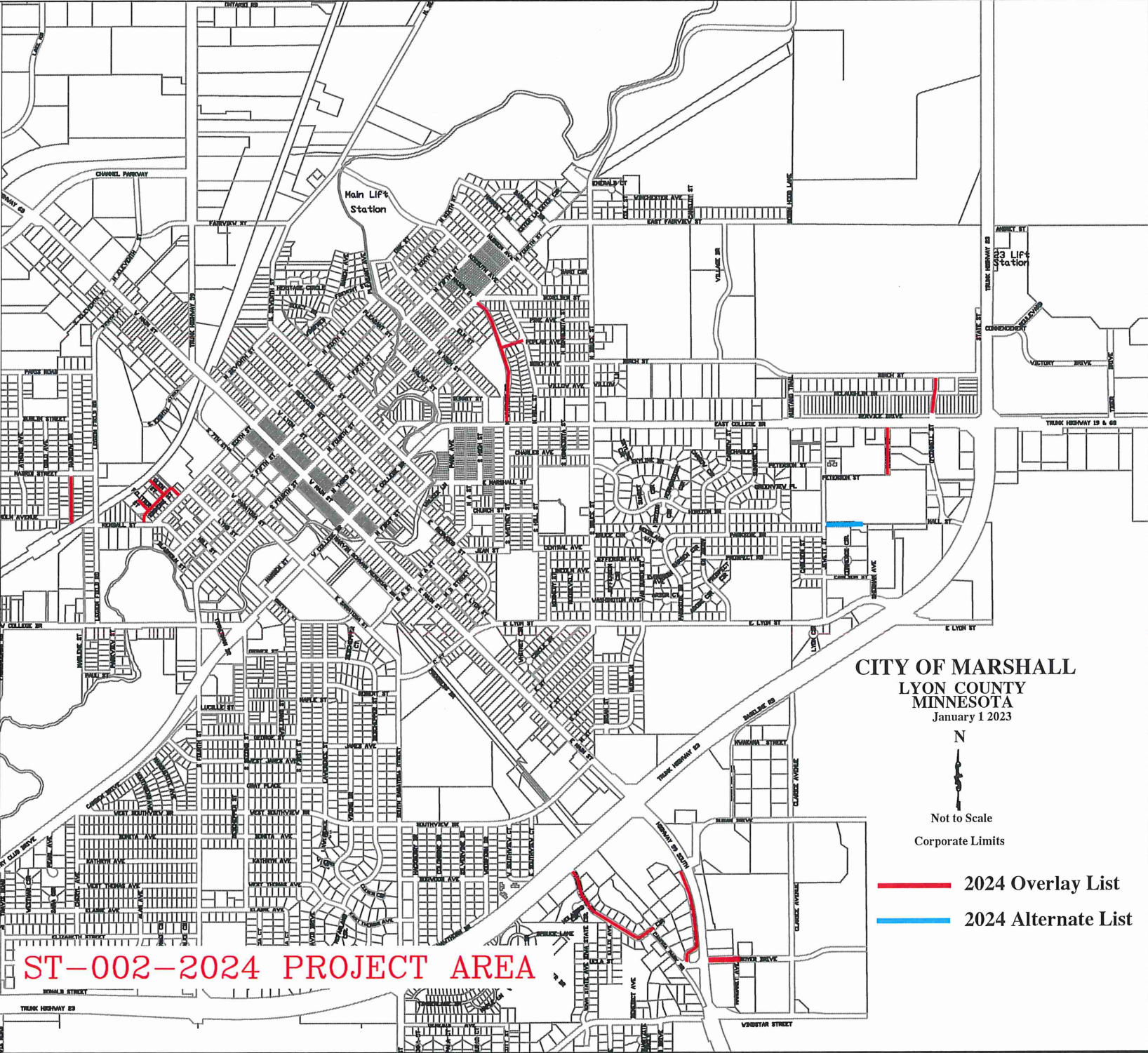
STOPPING SIGHT DISTANCE BASED ON  
3.5' HEIGHT OF EYE  
0.5' HEIGHT OF OBJECT

SCALES

PLAN	1"=20'
PROFILE	NA
INDEX MAP	1"=100'
GENERAL LAYOUT	1"=20'



NOT TO SCALE



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

*Jason Oster*  
APPROVED: CITY ENGINEER, MARSHALL MINNESOTA

DATE: 2-29-24  
REG NO 53322

DESIGNED BY: \_\_\_\_\_  
DRAWN BY: JAR  
APPROVED BY: JRA

DATE	REVISIONS	INIT.

  
MARSHALL

ENGINEERING DEPARTMENT  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258

2024 BITUMINOUS OVERLAYS

TITLE SHEET

CITY PROJECT NO.  
ST-002-2024

DATE  
01/01/2024

STATE AID PROJECT NO.

SHEET NO.  
1 OF 19





STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. December 2023

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	2
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Project Location	Bituminous Overlay on Various City Streets		
Local Agency	City of Marshall Public Works	Local Project No.	ST-002-2024
Contractor	Central Specialties Inc.	Contract No.	
Address/City/State/Zip	6325 Co Rd 87 SW / Alexandria / MN / 56308		
Total Change Order Amount		(\$24,961.00)	

Final Reconciling Change Order

**Estimate Of Cost:** (Include any increases or decreases in contract items, any negotiated or force account items.)

	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
1	2104.503	REMOVE CONCRETE/BITUMINOUS PAVEMENT	SQ FT	\$6.50	(229)	(\$1,488.50)
2	2104.503/00315	REMOVE CURB & GUTTER	L F	\$15.00	(26)	(\$390.00)
3	2232.504	MILL BITUMINOUS SURFACE	S Y	\$3.00	(998)	(\$2,994.00)
4	2301.504	PLACE CONCRETE PAVEMENT 7"	S Y	\$265.00	(1.66)	(\$439.90)
5	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	215	\$645.00
6	2360.604	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	S Y	\$60.00	(33.1)	(\$1,986.00)
7	2360.609	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$96.95	(8)	(\$775.60)
8	2504.602/00032	ADJUST GATE VALVE & BOX	EACH	\$300.00	(1)	(\$300.00)
9	2506.502/06020	ADJUST FRAME & RING CASTING	EACH	\$700.00	(5)	(\$3,500.00)
10	2521.518/00040	4" CONCRETE WALK	S F	\$12.00	22	\$264.00
11	2521.518/00060	6" CONCRETE WALK	S F	\$22.00	(453)	(\$9,966.00)
12	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	\$83.00	(26)	(\$2,158.00)
13	2531.618/00010	TRUNCATED DOMES	S F	\$72.00	(26)	(\$1,872.00)
Net Change this Change Order						(\$24,961.00)

Project Engineer: *Eric Hanson*

Date: *12/4/2024*

Print Name: *Eric Hanson*

Phone: *507-537-6774*

Contractor Signature: 

Date: *10-9-24*

Print Name: *PAUL NELSON*

Contract Number: ST-002-2024  
Pay Request Number: 3

Project Number	Project Description
ST-002-2024	2024 BITUMINOUS OVERLAYS & PEDESTRIAN RAMP IMPROVEMENTS WITHIN THE CITY OF MARSHALL, MN

Contractor: Central Specialties Inc. 6325 Co Rd 87 SW Alexandria, MN 56308	Vendor Number: 01-0828 Up To Date: 09/24/2024
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Contract Amount		Funds Encumbered	
Original Contract	\$587,422.58	Original	\$587,422.58
Contract Changes	(\$54,226.82)	Additional	(\$54,226.82)
Revised Contract	\$533,195.76	Total	\$533,195.76

Work Certified To Date	
Base Bid Items	\$562,461.58
Contract Changes	(\$29,265.82)
Material On Hand	\$0.00
Total	\$533,195.76

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
(\$23,483.82)	\$533,195.76	\$0.00	\$523,278.81	\$9,916.95	\$533,195.76
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By  
*Eric Hanson*  
County/City/Project Engineer  
*12/04/2024*  
Date

Approved By Central Specialties Inc. *Pres.*  
*[Signature]*  
Contractor  
*12-2-24*  
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-06-17	\$205,613.28	\$10,280.66	\$195,332.62
2	2024-07-15	\$351,066.30	\$23,120.11	\$327,946.19
3	2024-09-24	(\$23,483.82)	(\$33,400.77)	\$9,916.95

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
495		\$533,195.76	\$0.00	\$523,278.81	\$9,916.95	\$533,195.76

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
495	Local Agency Bonds Applied	\$9,916.95	\$533,195.76	\$533,195.76	\$533,195.76

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2104.503	REMOVE CONCRETE/BITUMINOUS PAVEMENT	SQ FT	\$6.50	1457	0	\$0.00	1457	\$9,470.50
Base Bid	2	2104.503/00315	REMOVE CURB & GUTTER	L F	\$15.00	455	59	\$885.00	455	\$6,825.00
Base Bid	3	2232.504	MILL BITUMINOUS SURFACE	S Y	\$3.00	30337	0	\$0.00	30337	\$91,011.00
Base Bid	4	2301.504	PLACE CONCRETE PAVEMENT 7"	S Y	\$265.00	12	0	\$0.00	12	\$3,180.00
Base Bid	5	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	3804	0	\$0.00	3804	\$11,412.00
Base Bid	6	2360.604	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	S Y	\$60.00	81.9	0	\$0.00	81.9	\$4,914.00
Base Bid	7	2360.609	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$96.95	3474	0	\$0.00	3474	\$336,804.30
Base Bid	8	2504.602/00032	ADJUST GATE VALVE & BOX	EACH	\$300.00	13	0	\$0.00	13	\$3,900.00
Base Bid	9	2506.502/06020	ADJUST FRAME & RING CASTING	EACH	\$700.00	16	0	\$0.00	16	\$11,200.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	10	2521.518/0040	4" CONCRETE WALK	S F	\$12.00	172	0	\$0.00	172	\$2,064.00
Base Bid	11	2521.518/0060	6" CONCRETE WALK	S F	\$22.00	911	0	\$0.00	911	\$20,042.00
Base Bid	12	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	\$83.00	455	59	\$4,897.00	455	\$37,765.00
Base Bid	13	2531.618/0010	TRUNCATED DOMES	S F	\$72.00	139	0	\$0.00	139	\$10,008.00
Base Bid	14	2575.602/00700	SITE RESTORATION	EACH	\$583.27	14	0	\$0.00	14	\$8,165.78
Base Bid	15	2563.601	TRAFFIC CONTROL	LS	\$5,700.00	1	0	\$0.00	1	\$5,700.00
<b>Base Bid Totals:</b>								<b>\$5,782.00</b>		<b>\$562,461.58</b>

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
ST-002-2024		\$0.00	\$5,700.00
ST-002-2024	Base	\$5,782.00	\$556,761.58

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ST-002-2024	CO1	16	2360.601/000101 BITUMINOUS PAVEMENT DISINCENTIVE (LUMP SUM)	(\$29,265.82)	1	(\$29,265.82)	ITM	\$1.00	(\$29,265.82)	1	(\$29,265.82)
ST-002-2024	CO2	1	2104.503 REMOVE CONCRETE/BITUMINOUS PAVEMENT (SQ FT)	\$6.50	-229	(\$1,488.50)	ADJ				
ST-002-2024	CO2	2	2104.503/00315 REMOVE CURB & GUTTER (L F)	\$15.00	-26	(\$390.00)	ADJ				
ST-002-2024	CO2	3	2232.504 MILL BITUMINOUS SURFACE (S Y)	\$3.00	-998	(\$2,994.00)	ADJ				
ST-002-2024	CO2	4	2301.504 PLACE CONCRETE PAVEMENT 7" (S Y)	\$265.00	-1.66	(\$439.90)	ADJ				



Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ST-002-2024	CO2	5	2357.506 BITUMINOUS MATERIAL FOR TACK COAT (GAL)	\$3.00	215	\$645.00	ADJ				
ST-002-2024	CO2	6	2360.604 TYPE SP 9.5 BIT MIXTURE FOR PATCHING (S Y)	\$60.00	-33.1	(\$1,986.00)	ADJ				
ST-002-2024	CO2	7	2360.609 TYPE SP 9.5 WEARING COURSE MIX (3,B) (TON)	\$96.95	-8	(\$775.60)	ADJ				
ST-002-2024	CO2	8	2504.602/00032 ADJUST GATE VALVE & BOX (EACH)	\$300.00	-1	(\$300.00)	ADJ				
ST-002-2024	CO2	9	2506.502/06020 ADJUST FRAME & RING CASTING (EACH)	\$700.00	-5	(\$3,500.00)	ADJ				
ST-002-2024	CO2	10	2521.518/00040 4" CONCRETE WALK (S F)	\$12.00	22	\$264.00	ADJ				
ST-002-2024	CO2	11	2521.518/00060 6" CONCRETE WALK (S F)	\$22.00	-453	(\$9,966.00)	ADJ				
ST-002-2024	CO2	12	2531.503/02315 CONCRETE CURB & GUTTER DESIGN B618 (L F)	\$83.00	-26	(\$2,158.00)	ADJ				
ST-002-2024	CO2	13	2531.618/00010 TRUNCATED DOMES (S F)	\$72.00	-26	(\$1,872.00)	ADJ				
<b>Contract Change Totals:</b>									<b>(\$29,265.82)</b>		<b>(\$29,265.82)</b>

Contract Change Totals			
Number	Description	Effective Date	Amount
1		09/18/2024	(\$29,265.82)
2	Final Reconciling Change Order	09/18/2024	(\$24,961.00)

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

<b>Contract Total</b>	<b>\$533,195.76</b>
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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project WW-005: Highway 23 Lift Station Improvements Project-Phase IV Wet Well Renovation – Consider Final Change Order No. 1 and Acknowledgment of Pay Request-1 Final
<b>Background Information:</b>	<p>This phase of the project consisted of the following:</p> <ul style="list-style-type: none"> <li>• Removal of the four existing submersible pumps, wet well piping and guide rails</li> <li>• Renovation of wet well structure with concrete repairs as needed, and new coating system</li> <li>• Installation of the four new pumps supplied by the City</li> <li>• Installation of new piping in the wet well structure</li> <li>• Bypass pumping of the lift station while renovations work is being completed</li> </ul> <p>All work has been completed in accordance with the specifications.</p> <p>Please see the attached memorandum from the City’s consultant, Bolton &amp; Menk, Inc. dated November 15, 2024 recommending approval of the attached Pay Request 1-Final.</p> <p>Attached is a copy of Final Pay Request 1-Final in the amount of \$279,536.67.</p>
<b>Fiscal Impact:</b>	Final Change Order 1 results in a contract decrease of \$17,633.33 and a final contract amount of \$279,536.67. The original contract amount was \$297,200.00.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council approve Change Order No. 1 (Final), resulting in a contract decrease in the amount of (\$17,633.33) and acknowledge Pay Request 1-Final in the amount of \$279,536.67 for the above-referenced project Rubin Construction of Tyler, Minnesota.



## **MEMORANDUM**

**Date:** November 15, 2024  
**To:** Scott Truedson, Wastewater Treatment Superintendent  
**From:** Jon D. Peterson, P.E., Project Engineer  
**Subject:** Highway 23 Lift Station Improvements-2024.  
Rubin Construction Pay Request No. 1- Final  
City of Marshall, Minnesota  
City Project No WW-005  
BMI Project No.: 0M2.130044

### **INTRODUCTION**

Pay Request No. 1- Final for the above-referenced project in the amount of \$279,536.67 is being submitted for approval.

### **DISCUSSION**

This pay application covers work completed on the project through July 15, 2024. At this time, work has been completed for the project, and the contractor has submitted Consent of Surety and Mn State IC 134 forms for the project. The consent of surety and IC 134 forms are attached for reference.

### **ACTION REQUESTED**

Approve the attached Pay Request 1-Final from Rubin Construction LLC.

# Contractor's Application for Payment

Owner:	<u>City of Marshall, MN</u>	Owner's Project No.:	<u>WW-005</u>
Engineer:	<u>John Peterson - Bolten &amp; Menk</u>	Engineer's Project No.:	<u>0M2.130044</u>
Contractor:	<u>Rubin Construction, LLC</u>	Contractor's Project No.:	<u></u>
Project:	<u>Highway 23 Lift Station Improvements - 2024</u>		
Contract:	<u></u>		
Application No.:	<u>1 &amp; Final</u>	Application Date:	<u>11/7/2024</u>
Application Period:	From <u>6/15/2024</u>	to	<u>7/15/2024</u>

1. Original Contract Price	\$	297,200.00
2. Net change by Change Orders	\$	(17,663.33)
3. Current Contract Price (Line 1 + Line 2)	\$	279,536.67
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	279,536.67
5. Retainage		
a. <u>        </u> X \$ 279,536.67 Work Completed =	\$	-
b. <u>        </u> X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	279,536.67
7. Less previous payments (Line 6 from prior application)	\$	279,536.67
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

## Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Rubin Construction, LLC

Signature: *Kalvin Calver* Date: 11/7/2024

Recommended by Engineer		Approved by Owner	
By:	<u><i>John D. Peterson</i></u>	By:	<u></u>
Title:	<u>Project Engineer</u>	Title:	<u></u>
Date:	<u>11/13/24</u>	Date:	<u></u>
Approved by Funding Agency			
By:	<u></u>	By:	<u></u>
Title:	<u></u>	Title:	<u></u>
Date:	<u></u>	Date:	<u></u>

### Contractor's Application for Payment

Owner's Project No.:	WW-005
Engineer's Project No.:	0M2.130044
Contractor's Project No.:	

[illegible]



Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Marshall, MN				Owner's Project No.:	WW-005		
Engineer:	John Peterson - Bolten & Menk				Engineer's Project No.:	OM2.130044		
Contractor:	Rubin Construction, LLC				Contractor's Project No.:			
Project:	Highway 23 Lift Station Improvements - 2024							
Contract:								

Application No.:	1 & Final		Application Period:	From	06/15/24	to	07/15/24	Application Date:	11/07/24
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (S)	Work Completed		Materials Currently Stored (not in D or E) (S)	Work Completed and Materials Stored to Date (D + E + F) (S)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (S)	
			(D + E) From Previous Application (S)	This Period (S)					
		\$ 297,200.00	\$ -	\$ 297,200.00	\$ -	\$ 297,200.00	100%	\$ -	

### Contractor's Application for Payment

Owner's Project No.:	WW-005
Engineer's Project No.:	0M2.130044
Contractor's Project No.:	

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
	FIELD ORDER 1 UNUSED ALLOWANCE DEDUCT					-		-
	TOTAL LINING SYSTEM	(3,109.80)		(3,109.80)		(3,109.80)	100%	-
	GENERAL CONSTRUCTION	(14,553.53)		(14,553.53)		(14,553.53)	100%	-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	\$ (17,663.33)	\$ -	\$ (17,663.33)	\$ -	\$ (17,663.33)	100%	\$ -
Original Contract and Change Orders								
	Project Totals	\$ 279,536.67	\$ -	\$ 279,536.67	\$ -	\$ 279,536.67	100%	\$ -

# ALLOWANCE REQUEST

Project Name:

Highway 23 Lift Station  
Improvements - 2024

Engineer

Bolten & Menk  
John Peterson

## SCHEDULE OF ALLOWANCE VALUES

A. General Construction	B. Total Lining System	Total
\$20,000.00	\$60,000.00	\$80,000.00

### PROJECT OWNER

City of Marshall, Mn  
Public Works Division  
344 W Main St  
Marshall, MN 56258

### MATERIALS/SUBS

	QTY	UNIT PRICE	TOTAL
(B) CHAMPION COATINGS	1.00	54000.00	54000.00
(B) ESS BROTHERS & SONS, INC INV# EE4194	1.00	1630.05	1630.05
(A) CORE & MAIN INV U784578			0.00
(A) 70017752226 18-36" FATBOY PLUGSTER	1.00	2125.00	2125.00
(A) 70017752227 MAX HD FILL	2.00	245.00	490.00
(A) 70017752228 MINI-TRIPLE HOSE	1.00	490.00	490.00
(B) SPLUG - PAIL HYDRAULIC CEMENT (RUBIN INVENTORY)	4.00	46.09	184.36
(B) STAN HOUSTON INV 2478398 SPLUG HYDRAULIC CEMENT	4.00	46.09	184.36
			0.00
			0.00
<b>TOTAL MATERIALS</b>			<b>\$59,103.77</b>

### LABOR

	HOURS	RATE	TOTAL
ALLOWANCE (B) LABOR	8.00	110.00	880.00
ALLOWANCE (A) LABOR	20.00	88.00	1760.00
			0.00
			0.00
			0.00
<b>TOTAL LABOR</b>			<b>\$2,640.00</b>

### MISCELLANEOUS CHARGES

	QTY	AMOUNT/RATE	TOTAL
CORE & MAIN INV U784578 TAXES	1.00	213.47	213.47
STAN HOUSTON INV 2478398 TAXES	1.00	11.43	11.43
RUBIN FREIGHT CHARGES	184.00	2.00	368.00
			0.00
			0.00
<b>TOTAL MISCELLANEOUS</b>			<b>\$592.90</b>

THANK YOU

AUTHORIZED SIGNATURE

<b>SUBTOTAL</b>	62,336.67
<b>DISCOUNT</b>	0.00
<b>SUBTOTAL LESS DISCOUNT</b>	\$62,336.67
<b>TAX RATE</b>	0.00%
<b>TOTAL TAX</b>	0.00
<b>SHIPPING/HANDLING</b>	0.00
<b>OTHER</b>	0.00
<b>TOTAL</b>	<b>\$62,336.67</b>



# CHANGE ORDER FORM

NO.: 1

Owner: City of Marshall, Minnesota  
 Engineer: Bolton & Menk, Inc.  
 Contractor: Rubin Construction LLC  
 Project: Highway 23 Lift Station Improvements - 2024  
 Contract Name: Highway 23 Lift Station Improvements – 2024  
 Date Issued: November 14, 2024  
 Owner's Project No.: WW-005  
 Engineer's Project No.: 0M2.130044  
 Contractor's Project No.:  
 Effective Date of Change Order: November 14, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Contract values modified to reflect unused portion of contract allowance

Attachments:

None

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 297,200.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 297,200.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Decrease this Change Order: \$ 17,663.33	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 279,536.67	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: [Signature]

Title: Water/Wastewater Principal Engineer

Date: 11/14/2024

Authorized by Owner

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

Title: \_\_\_\_\_

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

Accepted by Contractor

[Signature]  
CFO

11/19/2024

Approved by Funding Agency (if applicable)

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City of Marshall - 0M2.130044

Highway 23 Lift Station Improvements – 2024

CHANGE ORDER FORM

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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement
<b>Background Information:</b>	<p>This project consists of: reconstruction and utility replacement on South Hill Street and South Minnesota Street from East College Drive to Charles Avenue, two alleys from East College Drive to Charles Avenue and Charles Avenue from South Whitney Street to South Minnesota Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer within the areas identified above. This project will include new water and sewer services to the right-of-way. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work.</p> <p>This Feasibility Report as authorized by the City Council covers the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility and proposed project schedule.</p> <p>The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint.</p>
<b>Fiscal Impact:</b>	<p>The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$1,539,000.00.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including, but not limited to, participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of each project must include determination of funding sources.</p>
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER 24-104 which is the Resolution Receiving Feasibility Report and Calling Hearing on Improvement for the above-referenced project and setting the public hearing on improvement date for January 14, 2025.

RESOLUTION NUMBER 24-104

RESOLUTION RECEIVING FEASIBILITY REPORT  
AND CALLING HEARING ON IMPROVEMENT

WHEREAS, pursuant to resolution of the Council adopted November 12, 2024, a report has been prepared by Director of Public Works/City Engineer Jason R. Anderson with reference to:

**PROJECT ST-012-2025: S HILL STREET / S MINNESOTA STREET / CHARLES AVENUE RECONSTRUCTION PROJECT** -- This project consists of: reconstruction and utility replacement on South Hill Street and South Minnesota Street from East College Drive to Charles Avenue, two alleys from East College Drive to Charles Avenue and Charles Avenue from South Whitney Street to South Minnesota Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer within the areas identified above. This project will include new water and sewer services to the right-of-way. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work.

AND WHEREAS, this report was received by the Council on December 10, 2024.

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

1. The Council will consider the improvements in accordance with the report and the assessment of the properties for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvements of \$1,539,000.00.
2. A Public Hearing shall be held on such proposed improvements on the 14<sup>th</sup> day of January, 2025 at 5:30 p.m. in the Council Chambers of City Hall located at 344 West Main Street and the City Clerk shall give mailed and published notice of such hearing and improvements as required by the law.

Passed and adopted by the Council this 10<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

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



MARSHALL  
CULTIVATING THE BEST IN US

# FEASIBILITY REPORT

## PROJECT ST-012-2025

S. HILL ST., S. MINNESOTA ST. (COLLEGE TO CHARLES)  
AND CHARLES AVE. (WHITNEY TO MINNESOTA)  
RECONSTRUCTION PROJECTS

DECEMBER 10, 2024



Item 16.



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



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

Eric R. Hanson, P.E.

Registration No. 53316

# FEASIBILITY REPORT

## S. HILL ST., S. MINNESOTA ST. (COLLEGE TO CHARLES) AND CHARLES AVE. (WHITNEY TO MINNESOTA) RECONSTRUCTION PROJECTS CITY OF MARSHALL, MINNESOTA

### 1.0 SCOPE

This Feasibility Report as authorized by the City Council, covers the following proposed improvements: Reconstruction of the sidewalk, roadways and utility replacement on South Hill Street and South Minnesota Street from College Drive to Charles Avenue, and Charles Avenue from South Whitney Street to South Minnesota Street. All public utilities will be replaced, including watermain, sanitary sewer, and storm sewer on South Hill Street, South Minnesota Street and Charles Avenue. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.

### 2.0 BACKGROUND / EXISTING CONDITIONS

#### Street

City records show this area was platted between 1938 and 1939 with 80' rights-of-way. The earliest city records show the streets with 1.5" of paving in 1957 and has had overlays over the years. The original pavement section does not meet the City's current standards for thickness and load rating. The existing pavement surface is beginning to show its age with considerable cracking. There are numerous patches due to pavement degradation.

The existing street widths in this project area are 80' back of curb to back of curb. This area of Marshall has a unique layout for the streets that include a 20.' (back of curb to back of curb) surface, a 20' grass island with trees and another 20.5' (back of curb to back of curb) surface. Currently the existing 20' surfaces include a 12' travel lane and an eight-foot parallel parking lane.

The existing rights-of-way in the allies vary from 19' to 26' with the bituminous paving varying from 16' to 19'.

The sidewalk within the limits of the project is five feet wide and at the back of the curb. The sidewalk has exhibited signs of issues with cracking and buckling observed. This sidewalk does not meet the current requirements of ADA accessibility due to several areas of cracking and faulting. Several of the existing pedestrian ramps are not ADA compliant.

### **Utilities**

The water distribution for the two blocks of houses north of Charels Avenue, East of Whitney Street and West of Minnesota Avenue is a two-inch copper line that is in both alleys, the services connect to the back of the houses. Charles Avenue has an existing four-inch Cast Iron Pipe (CI) and Ductile Iron Pipe (DIP) watermain except for the six-inch PVC watermain at Hill Street. All the DIP in this project area is in poor condition, undersized, and does not provide sufficient fire hydrant pressures for today's standards.

The existing sanitary sewer in Hill Street and Minnesota Street flow from south to north in an eight-inch vitrified clay pipe (VCP) pipe between Charles Avenue and East College Drive. Our records show that the sewers were constructed in 1939 by the WPA, this puts their age at approximately 84 years old. During review of the project the sewer system was televised and evaluated. The age and condition of the sewer in these segments make this sewer a good candidate for replacement with this project.

There is a limited existing drainage system with the project area. There are insufficient catch basins to provide adequate surface drainage and downstream storm sewer main within the project area and further are not large enough to provide sufficient capacity for the drainage areas.

## **3.0 PROPOSED IMPROVEMENTS**

### **Street**

A bituminous pavement section will be proposed and discussed in this feasibility report. Staff is proposing a street section comprised of four-inch of bituminous surfacing and 12-inch of Class 5 aggregate base. A geotextile fabric will be placed on the subgrade prior to the placement of the aggregate base. A four-inch perforated drain tile shall be installed at the back of the curb below the aggregate base to provide subsurface drainage for the street section in area where it is needed.

The proposed roadway starting 80 feet south of College Drive will be two 21-foot (as measured back of curb to back of curb) lanes separated with a 17-foot island. Each of the proposed lanes has a 12-foot travel lane and an 8-foot parking lane. The 17-foot island will continue to have trees in it. The project layout that is included with this report reflects these possible changes.

The proposed alley widths vary from 16-19' and are planned to be wither bituminous or concrete surfacing.

The project is proposing to install a 6-foot sidewalk adjacent to the back of curb on the outside of each 20' lanes. The median will not have any parallel sidewalk installed. The pedestrian ramps will be reconstructed to bring them into compliance with ADA standards.

### **Utilities**

The proposed utility improvements include replacing existing VCP sanitary sewer, existing DIP watermain, and existing storm sewer.

The watermain improvements will consist of replacing all DIP watermain with Polyvinyl Chloride (PVC) watermain pipe. Watermain improvements are planned in close coordination with MMU staff input. The existing 4" CIP and DIP in the project will be replaced with 8" PVC pipe. All water lines in the alleys would be replaced with new 6" PVC, the service lines and curb stops will be replaced to the right-of-way line.



The sanitary sewer system improvements will include replacing all manholes, sewer main, and sewer services along the project. Generally, the VCP main will be replaced with an 8-inch PVC main on S Hill Street and S Minnesota Street between East College Drive and Charels Avenue. All sewer services will be replaced to the right-of-way (ROW) with a minimum 4" pipe size.

The storm sewer system improvements will include replacing all manholes, intakes, and piping. Additional catch basins would be installed in the intersection of S Hill Street and Charles Avenue. The work in this area will also include replacing all catch basin leads and existing manholes.

#### 4.0 STATEMENT OF PROBABLE COST

The estimated costs to complete the proposed improvements are shown below. The estimated construction costs include a 10% allowance for contingencies and a 16% allowance for administrative and engineering costs. The unit prices for each item of work used in determining the estimated cost of construction is based on previous projects similar in nature and is subject to change.

<i>Street and Curb and Gutter</i>	<i>\$757,000.00</i>
<i>Watermain Replacement</i>	<i>\$245,000.00</i>
<i>Sanitary Sewer Replacement</i>	<i>\$104,000.00</i>
<i>Storm Sewer Replacement</i>	<i>\$99,000.00</i>
<i>Subtotal Estimated Construction Cost</i>	<i>\$1,205,000.00</i>
<i>Contingencies (10%)</i>	<i><u>\$121,000.00</u></i>
<i>Total Estimated Construction Cost</i>	<i>\$1,326,000.00</i>
<i>Estimated Engineering, &amp; Administration (16%)</i>	<i><u>\$213,000.00</u></i>
<b><i>Total Estimated Project Cost</i></b>	<b><i><u>\$1,539,000.00</u></i></b>

#### 5.0 PROPOSED ASSESSMENTS

The adjacent properties will not be assessed for the watermain improvements. All costs for watermain and related work will be paid by MMU.

The adjacent properties will not be assessed for sanitary sewer main improvements. All costs for sanitary sewer main will be paid by the City of Marshall Wastewater Department. Sanitary sewer service lines and connection points to the main will be assessed to the adjacent property owners according to current sanitary sewer assessment procedures.

Costs for the street replacements will be partially assessed to the adjacent property owners in accordance with the most recent Special Assessment Policy and partially funded by the Wastewater Department, MMU, and Surface Water Management Utility fund.

Streetscaping improvements will be partially assessed to the adjacent property owners as directed through Council action describing the split amounts.



A preliminary assessment roll showing the estimated assessments for each benefiting parcel, City Participation, and utility participation will be prepared at a later date for consideration by the City Council in accordance with the most recent Special Assessment Policy.

6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

The proposed improvements as described in this report are necessary, cost-effective, and feasible from an engineering standpoint. The feasibility of this project is contingent upon the findings of the City Council pertaining to project financing and public input.

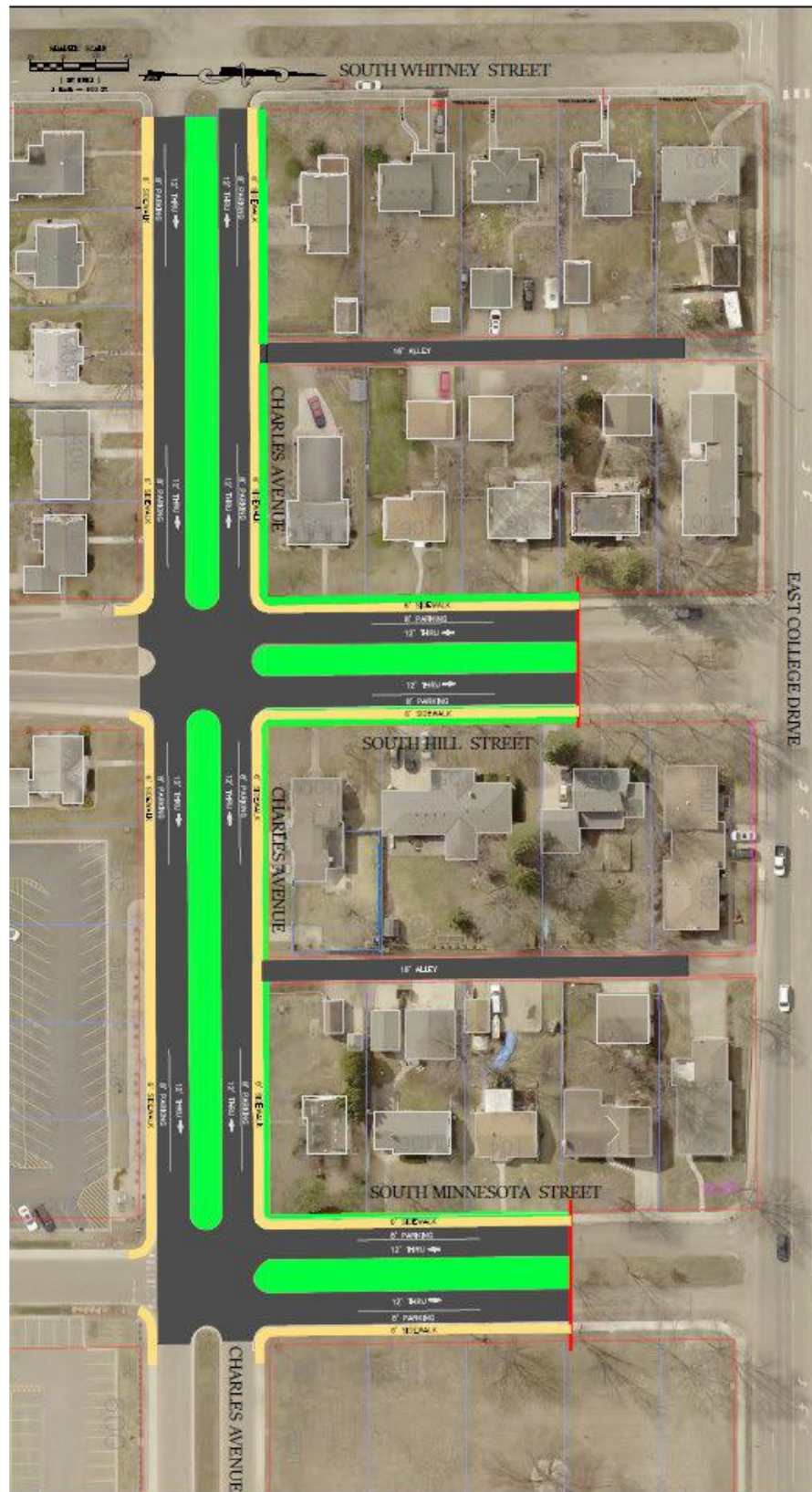
7.0 PROPOSED PROJECT SCHEDULE

The following is the anticipated schedule for the project, assuming the City Council elects to proceed with the proposed improvements.

- November 12, 2024 ..... Ordering Preparation of Report on Improvements
- December 10, 2024 ..... Receiving Report & Calling for Hearing on Improvement
- January 14, 2025..... Public Hearing on Improvement/Order Plans & Specs
- January 14, 2025..... Approve Plans & Specs/Authorize Call for Bids
- January 17-February 12, 2025 ..... Advertise for Bids
- February 12, 2025..... Bid Opening Date
- February 25, 2025..... Award Contract
- March 2025..... Notice to Proceed
- April 2025 ..... Begin Construction
- October 2025..... End Construction
- February 2026..... Public Hearing on Assessment/Adopt Assessment

# APPENDIX

## PROJECT LAYOUT



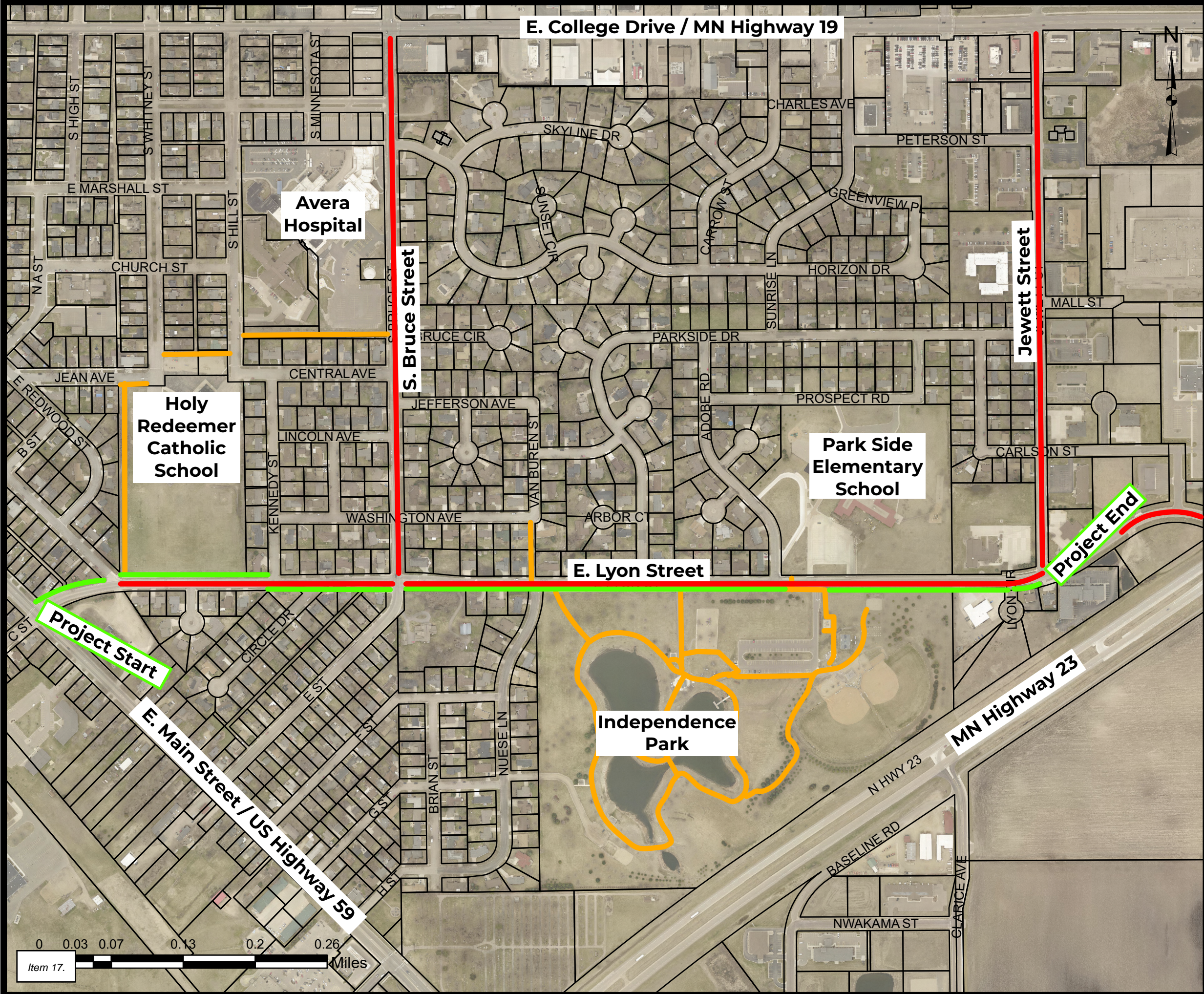


## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project PK-012 / (SAP 139-090-007): East Lyon Trail Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Active Transportation Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Active Transportation Project
<b>Background Information:</b>	<p>City staff secured a Transportation Alternatives (TA) (Federal) grant in 2023 in the amount of \$605,276 for the construction of this shared use path. TA grants require a local match of at least 20% of the project costs. City Engineering staff submitted a Letter of Intent for 2026 Active Transportation grant funds and have been approved to proceed with preparing a full application with the hope of the AT grant funds covering the remaining local share of the project costs. If an AT grant is not secured, the City's Municipal State Aid Street (MSAS) funds will be used to cover all costs in excess of \$279,724.</p> <p>MnDOT is currently soliciting for the 2026 Active Transportation (AT) grant applications. The AT grant is a State-funded grant that can be used to pay for the gap in funds between the awarded TA grant and the actual bid price for the project. The AT program purpose is to help fund projects that: connect communities and key destinations, boosting public health by creating safer environments for people to walk, bike or roll to their destinations, and mitigating safety hazards related to interacting with vehicular traffic.</p> <p>The East Lyon Trail fits into these categories since it is a direct trail link between East Main Street (TH59) East to Jewett Street. Included in the Council packet is a preliminary route and cost estimate to complete this work.</p> <p>City staff has letters of support from Holy Redeemer and Parkside Elementary for this project.</p> <p>The revised preliminary cost estimate shows \$279,724 of City participation, with nearly \$121,772 of this participation being City engineering services.</p> <p>Staff brought this project and grant discussion to the Public Improvement/Transportation Committee on 10/07/2024. Engineering staff has completed the application and would like the City Council to offer their support for our grant application. Two resolutions are included in the packet. One resolution authorizes Eric Hanson to serve as the authorizing agent for the sponsoring agency. The other resolution identifies the City as the responsible party for continued operation and maintenance of the shared use path.</p>

<b>Fiscal Impact:</b>	There is no fiscal impact today. If we are awarded additional funds from the AT grant, we will be notified in Summer of 2025. From the revised Preliminary cost estimate, our cost estimate for City participation is \$279,724 in cash with the City also providing \$121,772.60 in engineering services. An AT Grant award would reduce the local cost to the city for construction costs by up to \$279,724.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	<p>Recommendation No. 1 that the Council adopt RESOLUTION 24-105, which is the Resolution Authorizing Agent of Sponsoring Agency for Active Transportation Project.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION 24-106, which is the Resolution Identifying Responsibility for Operation and Maintenance for Active Transportation Project.</p>








# Exhibit A

## E. Lyon St. Trail

### Proposed Project Area

-  - Proposed Trail
-  - Existing Off-Street Trails
-  - Existing On-Street Bike Trails

\*\* Disclaimer: The City of Marshall does not guarantee the accuracy of the data included on this map.



**RESOLUTION 24-105**

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

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

1. That the City hereby authorizes Eric R. Hanson, P.E. to act as agent on behalf of this sponsoring agency for the project identified as East Lyon Street Trail (SAP 139-090-007).

Passed and adopted this 10<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Mayor

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



STATE OF MINNESOTA)  
COUNTY OF LYON )  
:ss

The undersigned, being the duly qualified City Clerk of the City of Marshall, Minnesota, and as such the custodian of the books and records of said City, hereby certifies and attests that the attached copy of the Resolution 24- 105, adopted on this 10<sup>th</sup> day of December 2024 is a true and correct copy of the original of said Resolution which is on file and of record in my office.

---

Steven Anderson  
City Clerk  
City of Marshall

(SEAL)

## RESOLUTION 24-106

### RESOLUTION IDENTIFYING RESPONSIBILITY FOR OPERATION AND MAINTENANCE FOR ACTIVE TRANSPORTATION PROJECT

WHEREAS, the Minnesota Active Transportation Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects that will improve transportation options and reduce vehicle miles traveled; and

WHEREAS, in this funding cycle the Minnesota Department of Transportation will award \$12.502 million in state funding to selected Active Transportation projects that will effectively address safety concerns, equity, and engage the community in project development; and

WHEREAS, the E. Lyon Street Trail project includes the construction of a new off-street, shared use path adjacent to the south side of E. Lyon Street. The proposed trail would be 8-10 feet wide and extend for approximately 4,500 feet from US Highway 59 to Jewett Street; and

WHEREAS, this path allows for pedestrians and bicyclists to travel through this area without conflicting with motorized traffic during busy periods during school arrival and departure at Parkside Elementary, Holy Redeemer Catholic School, and events being held at both the school and Independence Park; and

WHEREAS, the project has already been awarded a Transportation Alternatives (TA) grant with construction planned for 2026; and

WHEREAS, the City agrees to act as sponsoring agency for the project identified as East Lyon Street Trail (SAP 139-090-007) seeking Active Transportation (AT) funding and has reviewed and approved the project as proposed and that sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules, and regulations

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

1. The City of Marshall is the sponsoring agency for the Active Transportation project identified as East Lyon Street Trail (SAP 139-090-007) in Marshall, MN.
2. The City of Marshall hereby supports the construction of the project and agrees to assume full responsibility for the operation and maintenance of the improvements related to the project.
3. The City supports submittal of the grant application.
4. The City understands that all cost associated with the project beyond the AT infrastructure grant selection and/or for ineligible expenses (such as engineering, construction, etc) will be paid by the grant recipient.

Passed and adopted this 10<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Mayor

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

STATE OF MINNESOTA)  
COUNTY OF LYON )  
:ss

The undersigned, being the duly qualified City Clerk of the City of Marshall, Minnesota, and as such the custodian of the books and records of said City, hereby certifies and attests that the attached copy of the Resolution 24-106, adopted on this 10<sup>th</sup> day of December 2024 is a true and correct copy of the original of said Resolution which is on file and of record in my office.

---

Steven Anderson  
City Clerk  
City of Marshall

(SEAL)

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project SWM-003: Legion Field Stormwater Improvements Project-Phase III – Consider Acceptance of MPCA Stormwater Resiliency Grant
<b>Background Information:</b>	<p>The attached MPCA Grant Agreement has been awarded to the City in the amount of \$867,894.00 for the above-referenced project.</p> <p>Earlier this year, the MPCA solicited project proposals to distribute \$35M to communities for projects to prepare local stormwater infrastructure for the impacts of climate change. The intent of the funding is specifically identified to address water quantity and prevent localized flooding.</p> <p>At that time, City staff had identified the Legion Field Stormwater Improvements—Phase III project as an ideal candidate project for this funding. Phase III is the final project that was identified in the 2019 Legion Field Stormwater Study. Phase III will help remedy stormwater flooding in the areas of Kendall Street, Peltier Street, Glenn Street, and Simmons Street, as well as property east and north of the Nexus Apartments on Legion Field Road. The project includes a clearing and grading of approximately 1,100 FT of BNSF railroad ditch that conveys city stormwater from Legion Field Road to the north and east, a new stormwater pipe crossing of the BNSF railroad near Turkey Valey Farms, and new large diameter stormwater pipe to convey this water to a new stormwater pond to be constructed on city-owned land north of the Nexus Apartments.</p> <p>The Phase III project is currently identified for 2025 in our CIP. The project has been deferred for numerous years due to lack of funding.</p> <p>Per the MPCA, extreme storms have pushed aging and undersized stormwater systems in communities across the state to the breaking point. Over the last 20 years, Minnesota has experienced 10 “mega-rain” events, when at least six inches of rain falls over an area of at least 1,000 square miles.</p> <p>At their meeting on 04/09/2024, the City Council authorized City staff to submit for said MPCA Stormwater Resiliency Grant funding for the above-referenced project.</p> <p>At their meeting on 11/12/2024, the City Council authorized execution of a contract with Bolton &amp; Menk, Inc. of Mankato, Minnesota, for an hourly, not to exceed, contract in the amount of \$76,500.00 for design of this project.</p> <p>This agreement has been provided to the City Attorney for review and comment.</p>
<b>Fiscal Impact:</b>	This project is included in the 2025 CIP with an estimated cost of \$1,400,000. The attached MPCA Grant Agreement provides for State compensation and reimbursements to the City of Marshall

	in the amount of \$867,894.00. Engineering costs are not grant eligible, and all construction costs beyond the grant amount will be paid through the Surface Water Management Utility.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize acceptance of the attached MPCA Grant Agreement in the amount of \$867,894.00 for State compensation and reimbursements to the City of Marshall for the above-referenced project.



520 Lafayette Road North  
St. Paul, MN 55155-4194

Grant Agreement  
State of Minnesota

SWIFT Contract Number: 257037

AI: 36882

Activity ID: PRO20240001

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 ("MPCA" or "State"), and **City of Marshall**, 344 West Main St., Marshall, Minnesota 56258 ("Grantee").

## Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the **Legion Field Road Flood Mitigation – Phase III** ("Project").
3. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Agreement

### 1. Term of Grant Agreement

- 1.1 **Effective date: November 6, 2024**, Per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date: June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

### 2. Grantee's duties

The Grantee will contract, manage, and implement the construction of the Project. The Grantee will construct the Project, project capacity and features in a way that is consistent with documented agreed upon attributes.

### 3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

### 4. Consideration and payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be compensated for eligible costs related to the project listed in Clause 2 and as outlined in **Attachment A**, which is attached and incorporated into this agreement. Items that are determined ineligible will not be reimbursed. The total obligation includes **\$41,328.00 (Forty One Thousand Three Hundred Twenty Eight Dollars and Zero Cents)** for contingency costs. The Grantee must submit a request in writing to the MPCA for approval prior to using the contingency funds.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$867,894.00 (Eight Hundred Sixty Seven Thousand Eight Hundred Ninety Four Dollars and Zero Cents)**

#### 4.2 Payment

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is encouraged no later than 6 (six) months or midway through the project, whichever comes first. Emailed progress reports about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this progress report. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us), and contain the following information:

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager;
- SWIFT Contract No.
- Invoicing period (actual working period)
- Consultant costs; invoices may be requested
- Time breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Copies of paid in full invoices
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

- (b) The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

#### 4.3 Contracting and bidding requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§ 177.41](#) through [177.44](#); consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (b) The grantee must not contract with vendors who are suspended or debarred in Minnesota (found on the Minnesota Department of Administration website at <https://mn.gov/admin/osp/government/suspended-debarred/>).

#### 4.4 Prevailing Wage

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment B**.

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.doli.state.mn.us/LS/PrevWage.asp> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

**Applicability.** In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to an agreement or work under an agreement, under which:

- A. the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete the work; or
- B. the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

**Choose from Commercial, Highway/Heavy, or Residential Wage Rates:**

The prevailing wage rate requirements are attached as **Attachment B**.



**Prevailing Wage Payroll Information:**

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: [prevailingwage.pca@state.mn.us](mailto:prevailingwage.pca@state.mn.us) and MPCA's Authorized Representative listed in Clause 6.
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage  
<http://www.doli.state.mn.us/LS/PrevWage.asp>

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at  
<http://www.taxes.state.mn.us/forms/ic134.pdf>.

**5. Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

**6. Authorized Representative**

The State's Authorized Representative is **Aimee Duchene**, 714 Lake Avenue, Suite 220, Detroit Lakes, MN 56501, 218-846-8133, [aimee.duchene@state.mn.us](mailto:aimee.duchene@state.mn.us), or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is **Jason Anderson, PE**, 344 West Main St., Marshall, MN 56258, 507-537-6773, [Jason.Anderson@ci.marshall.mn.us](mailto:Jason.Anderson@ci.marshall.mn.us), or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

**7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

- 7.3 **Change Orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

- 7.4 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.5 **Grant Agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 8. Indemnification

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## 9. State audits

Under [Minn. Stat. § 16B.98](#), subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 10. Government data practices and intellectual property

- 10.1 **Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### 10.2 Intellectual property rights

- (a) **Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or

cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) **Obligations.**

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

## 11. Workers' compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12. Publicity and endorsement

**12.1 Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or

jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

### **13. Governing law, jurisdiction, and venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **14. Termination**

#### **14.1 Termination by the State.**

##### **14.1 (a) Without Cause**

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

##### **14.1 (b) With Cause**

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

#### **14.2 Termination by the Commissioner of Administration**

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

#### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a) Funding is withdrawn by the Minnesota Legislature;
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

### **15. Data disclosure**

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any. To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

### **16. Reporting requirements**

**Construction.** The Grantee shall notify the MPCA when project construction begins and ends. The project needs to be available to MPCA staff during and after construction.

**Progress Report.** The Grantee shall provide a progress report (in a format provided by the MPCA) on a six-month schedule and whenever an invoice is submitted, or upon request. This progress report will include metrics as appropriate for the project.

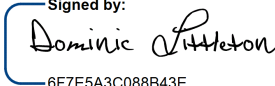
**Final Report.** By the date specified in the grant agreement and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, including as-builts, relevant metrics and all project deliverables identified in the application. MPCA will need to certify that the project has been constructed as described in the application.

If the MPCA determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional/corrected information reasonably requested by the MPCA. The Final Report and Project Deliverables shall not be approved by the MPCA and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the MPCA.

**17. Payment to subcontractors (if applicable)**

As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**Signatures**

Title	Name	Signature	Date
Encumbrance Verification	Dominic Littleton	<div>Signed by:  6F7E5A3C088B43E...</div>	November 19, 2024

Attachment B

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 42

County Name: LYON

Effective: 2023-12-26

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

\* Indicates that adjacent county rates were used for the labor class listed.

County: LYON (42)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2023-12-26	30.89	23.47	54.36
		2024-05-01	32.97	24.07	57.04
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2023-12-26	30.89	23.47	54.36
		2024-05-01	32.97	24.07	57.04
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2023-12-26	17.50	0.00	17.50
104	FLAG PERSON	2023-12-26	13.50	3.82	17.32
105*	WATCH PERSON	2023-12-26	17.29	16.07	33.36
106	BLASTER				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			
107*	PIPELAYER (WATER, SEWER AND GAS)	2023-12-26	35.51	22.39	57.90
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2023-12-26	32.01	21.84	53.85
110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2023-12-26	21.00	8.41	29.41
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			
SPECIAL EQUIPMENT (201 - 204)					
201*	ARTICULATED HAULER	2023-12-26	25.00	6.00	31.00
202*	BOOM TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			
203*	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
204*	OFF-ROAD TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLLPREVWAGE@STATE.MN.US">DLLPREVWAGE@STATE.MN.US</a>		

205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2023-12-26	15.00	0.00	15.00
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**HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR**

<b>GROUP 2</b>		2023-12-26	24.00	10.00	34.00
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306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				

<b>GROUP 3 *</b>		2023-12-26	27.50	3.50	31.00
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309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				

<b>GROUP 4</b>		2023-12-26	27.90	5.68	33.58
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323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				



LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
337	DIRECTIONAL BORING MACHINE			
338	DOPE MACHINE (PIPELINE)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
345	GPS REMOTE OPERATING OF EQUIPMENT			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
<b>GROUP 5</b>	2023-12-26	25.90	3.21	29.11
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER			
379	POWER ACTUATED JACK			
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)			
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER			
383	SHOULDERING MACHINE (POWER) APS CO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER			
384	STUMP CHIPPER AND TREE CHIPPER			
385	TREE FARMER (MACHINE)			
<b>GROUP 6</b>	2023-12-26	20.00	1.50	21.50
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER			
389	DREDGE DECK HAND			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)			
393	LEVER PERSON			
395	POWER SWEEPER			
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS			
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING			

#### COMMERCIAL POWER EQUIPMENT OPERATOR

<b>GROUP 1 *</b>	2023-12-26	47.19	25.20	72.39
	2024-04-29	48.89	26.40	75.29

501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)			
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			

<b>GROUP 2 *</b>	2023-12-26	46.85	25.20	72.05
	2024-04-29	48.53	26.40	74.93

504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)			
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			

<b>GROUP 3 *</b>	2023-12-26	45.40	25.20	70.60
	2024-04-29	47.02	26.40	73.42

508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)			
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)			
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)			
511	STATIONARY TOWER CRANE UP TO 200 FEET			
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)			
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)			
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			

<b>GROUP 4 *</b>	2023-12-26	26.00	6.00	32.00
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515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)			
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)			
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
519	OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)			
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)			
<b>GROUP 5 *</b>	2023-12-26	43.01	25.20	68.21
	2024-04-29	44.54	26.40	70.94
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)			
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)			
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM			
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)			
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)			
526	FRONT END, SKID STEER 1 C YD AND OVER			
527	HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)			
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)			
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)			
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)			
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)			
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)			
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)			
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)			
<b>GROUP 6 *</b>	2023-12-26	41.47	25.20	66.67
	2024-04-29	42.94	26.40	69.34
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)			
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
537	FRONT END, SKID STEER UP TO 1 C YD			
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)			
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)			
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER			
<b>GROUP 7 *</b>	2023-12-26	40.31	25.20	65.51
	2024-04-29	41.73	26.40	68.13
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)			
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)			
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)			
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)			
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 8</b>		FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLLEPREVWAGE@STATE.MN.US">DLLEPREVWAGE@STATE.MN.US</a></u>			
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
<b>TRUCK DRIVERS</b>					
<b>GROUP 1 *</b>		2023-12-26	29.50	8.50	38.00
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2 *</b>		2023-12-26	21.00	0.00	21.00
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3 *</b>		2023-12-26	21.00	6.00	27.00
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4</b>		2023-12-26	20.00	1.50	21.50
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2023-12-26	49.04	31.70	80.74
702	BOILERMAKERS	2023-12-26	17.29	6.56	23.85

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
703*	BRICKLAYERS	2023-12-26	33.97	23.83	57.80
		2024-05-01	38.05	23.83	61.88
704*	CARPENTERS	2023-12-26	31.64	26.19	57.83
		2024-04-29	34.19	26.19	60.38
705*	CARPET LAYERS (LINOLEUM)	2023-12-26	28.55	14.03	42.58
706*	CEMENT MASONS	2023-12-26	43.96	23.00	66.96
707	ELECTRICIANS	2023-12-26	43.56	22.25	65.81
		2024-07-01	45.54	22.25	67.79
708*	ELEVATOR CONSTRUCTORS	2023-12-26	51.55	40.48	92.03
709*	GLAZIERS	2023-12-26	34.50	19.84	54.34
710*	LATHERS	2023-12-26	26.70	15.98	42.68
712*	IRONWORKERS	2023-12-26	43.00	34.11	77.11
		2024-04-28	46.00	34.11	80.11
714*	MILLWRIGHT	2023-12-26	41.70	31.81	73.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2023-12-26	33.28	23.39	56.67
		2024-04-29	35.33	23.39	58.72
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLLEPREVWAGE@STATE.MN.US">DLLEPREVWAGE@STATE.MN.US</a>			
717	PIPEFITTERS . STEAMFITTERS	2023-12-26	40.00	13.50	53.50
718	PLASTERERS	2023-12-26	24.00	2.81	26.81
719	PLUMBERS	2023-12-26	34.00	6.88	40.88
720	ROOFER	2023-12-26	37.51	20.63	58.14

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
721	SHEET METAL WORKERS	2023-12-26	21.00	6.29	27.29
722	SPRINKLER FITTERS	2023-12-26	37.83	18.20	56.03
723*	TERRAZZO WORKERS	2023-12-26	43.73	20.73	64.46
724	TILE SETTERS	2023-12-26	18.75	6.10	24.85
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DL.PREVWAGE@STATE.MN.US">DL.PREVWAGE@STATE.MN.US</a></u>			
726*	DRYWALL TAPER	2023-12-26	32.47	23.77	56.24
		2024-04-29	34.52	23.77	58.29
727	WIRING SYSTEM TECHNICIAN	2023-12-26	31.50	9.55	41.05
728*	WIRING SYSTEMS INSTALLER	2023-12-26	29.02	15.34	44.36
729*	ASBESTOS ABATEMENT WORKER	2023-12-26	37.63	23.36	60.99
		2024-01-01	39.86	24.11	63.97
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DL.PREVWAGE@STATE.MN.US">DL.PREVWAGE@STATE.MN.US</a></u>			



520 Lafayette Road North  
St. Paul, MN 55155-4194

Attachment A  
Implementation for Grants  
Stormwater Resilience  
Budget

SWIFT Contract Number: 257037  
AI: 36882  
Activity ID: PRO20240001  
+

Legion Field Road Flood Mitigation - Phase 3						I.	II.	III.	IV.	V.
Cost Category	Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Grant funds	Budgeted cash match	Budgeted in-kind match	Total budgeted match (II + III)	Total budget (I + IV)
1. Engineer's Estimate of Cost	1	MOBILIZATION	LS	1	\$100,000	\$60,000	\$40,000		\$40,000	\$100,000
	2	TRAFFIC CONTROL	LS	1	\$3,500	\$2,100	\$1,400		\$1,400	\$3,500
	3	COMMON EXCAVATION	CY	28500	\$16	\$273,600	\$182,400		\$182,400	\$456,000
	4	DEWATERING	LS	1	\$3,000	\$1,800	\$1,200		\$1,200	\$3,000
	5	48" RC STORM SEWER PIPE, CLASS III	LF	1235	\$400	\$296,400	\$197,600		\$197,600	\$494,000
	6	54" RC STORM SEWER PIPE, CLASS III	LF	70	\$500	\$21,000	\$14,000		\$14,000	\$35,000
	7	48" TRENCHLESS SEWER	LF	60	\$1,800	\$64,800	\$43,200		\$43,200	\$108,000
	8	TRENCHLESS PITS	LS	1	\$25,000	\$15,000	\$10,000		\$10,000	\$25,000
	9	BOULDER REMOVAL	EA	4	\$2,000	\$4,800	\$3,200		\$3,200	\$8,000
	10	48" RC PIPE APRON	EA	2	\$6,000	\$7,200	\$4,800		\$4,800	\$12,000
	11	54" RC PIPE APRON	EA	1	\$9,600	\$5,760	\$3,840		\$3,840	\$9,600
	12	RANDOM RIP RAP	CY	50	\$75	\$2,250	\$1,500		\$1,500	\$3,750
	13	CONSTRUCT DRAINAGE STRUCTURE 4020-72	EA	28	\$1,400	\$23,520	\$15,680		\$15,680	\$39,200
	14	CONSTRUCT DRAINAGE STRUCTURE 4020-96	EA	8	\$2,500	\$12,000	\$8,000		\$8,000	\$20,000
	15	CASTING ASSEMBLY	EA	5	\$1,000	\$3,000	\$2,000		\$2,000	\$5,000
	16	RAILROAD DITCH RESTORATION	LF	2000	\$15	\$18,000	\$12,000		\$12,000	\$30,000
	17	SILT FENCE, TYPE MS	LF	2240	\$2	\$2,688	\$1,792		\$1,792	\$4,480
	18	SEEDING	ACRE	3.5	\$600	\$1,260	\$840		\$840	\$2,100
	19	SEED MIX 25-131	LB	770	\$4	\$1,848	\$1,232		\$1,232	\$3,080
	20	SEED MIXTURE 33-261	LB	90	\$25	\$1,350	\$900		\$900	\$2,250
	21	HYDRAULIC REINFORCED FIBER MATRIX	LB	13650	\$1	\$8,190	\$5,460		\$5,460	\$13,650
Subtotal- Construction costs						\$826,566	\$551,044.00	\$0.00	\$551,044	\$1,377,610
2. Non Construction Costs (Engineering/Adminstrative/Other)	Item No.	Position / Item Description	Unit	Estimated Quantity	Unit Cost/Not to exceed	Grant Funds	Budgeted Cash Match	Budgeted In-Kind Match	Total budgeted match (II + III)	Total budget (I + IV)
Construction Administration	22	Project Manager	HOURS	100	\$200			\$20,000	\$20,000	\$20,000
	23	Construction Inspector	HOURS	500	\$135			\$67,500	\$67,500	\$67,500
Subtotal- Non construction costs						\$0.00	\$0	\$87,500	\$87,500	\$87,500
3. Contingencies (5% of construction costs)						\$41,328	\$27,552	\$0	\$27,552	\$68,881
Total Project Costs						\$867,894	\$578,596.2	\$87,500.0	\$666,096.2	\$1,533,991
Notes (if any)										

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Memorandum of Agreement providing Land Rights for FAA Navigational Facilities and Weather Observation Equipment at Airport (FAA Contact No. 697DCM-25-L-00010)
<b>Background Information:</b>	<p>Attached please find a Memorandum of Agreement from the Federal Aviation Administration (FAA) for the operation and maintenance of the FAA-owned Remote Communications Outlet (RCO) and Automated Weather Observation System (AWOS) at the Airport (shown on page 7). This agreement succeeds Lease Number DTFAGL-06-A-00014 which expires on September 30, 2025.</p> <p>This agreement will commence October 1, 2025 and continue to September 30, 2045.</p> <p>This document has been forwarded to the City Attorney for review and comment.</p> <p>In addition, this agreement was presented to the Airport Commission on 12/03/2024 with a unanimous approval of the motion to recommend Council to authorize execution of the attached Memorandum of Agreement.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize execution of the attached Memorandum of Agreement providing Land Rights for FAA Navigational Facilities and Weather Observation Equipment at Airport (FAA Contact No. 697DCM-25-L-00010).





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

NAS Facility Acquisition  
Branch, AAQ-920

10101 Hillwood Parkway  
Fort Worth, Texas 76177

November 5, 2024

SENT VIA EMAIL

Jason Anderson  
Southwest Minnesota Regional Airport  
Marshall/Ryan Field  
344 W. Main ST  
Marshall, MN 56258  
[www.ci.marshall.mn.us](http://www.ci.marshall.mn.us)

Dear Mr. Anderson:

Subject: Expiring MOA No. DTFAGL-06-A-00014  
Succeeding MOA No. 697DCM-25-L-00010  
Navigational Aid Facilities  
(MML) Southwest Minnesota Regional Airport  
Marshall, MN 56258

The Federal Aviation Administration's (FAA) Memorandum of Agreement (MOA) No. DTFAGL-06-A-00014 at Southwest Minnesota Regional Airport/Marshall/Ryan Field, Marshall, Minnesota expires by its terms on September 30, 2025. There is a continuing need for the land rights for FAA to operate and maintain two (2) facility in support of your airport operations.

Attached is succeeding MOA No. 697DCM-25-L-00010. Please have an authorized official to use electronic signature and return the MOA as a PDF document to [teresa.emmons@faa.gov](mailto:teresa.emmons@faa.gov). When received, a fully executed MOA will be returned to you for your records.

We want to express our appreciation for your cooperation. If you have any questions, please contact me at 817-222-4368 or via email at [teresa.emmons@faa.gov](mailto:teresa.emmons@faa.gov).

Sincerely,

Teresa Emmons  
Real Estate Contracting Officer

Attachment

**ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)**

**Between**

**THE UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF MARSHALL, MN**

**FAA CONTRACT NO: 697DCM-25-L-00010**

**ATID/FACILITY TYPE: MML/MOA**

**LOCATION: MARSHALL, MN**

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between City of Marshall, MN, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFAGL-06-A-00014 and all other previous agreements between the parties for the property described in this document.

4. **Witneseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic

control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Southwest Minnesota Regional Airport/Marshall/Ryan Field; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2025, and continuing through September 30, 2045.
8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Southwest Minnesota Regional Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

**12. RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at [https://fast.faa.gov/RPF\\_Real\\_Property\\_Clauses.cfm](https://fast.faa.gov/RPF_Real_Property_Clauses.cfm).

A. **Officials Not To Benefit (09/2021) 6.3.0-2**

B. **Contracting Officer's Representative (09/2021) 6.3.0-4**

C. **Contingent Fees (09/2021) 6.3.0-5**

**13. Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

**14. Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. **Changes, Modifications (01/2022) 6.3.8-1** The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.
16. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
17. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
18. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
19. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.
20. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.
21. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
22. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided

that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

23. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
24. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
25. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
26. **Disputes (01/2022) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.
27. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.
28. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:  
City of Marshall, MN  
344 W. Main St.  
Marshall, MN 56258-1313

TO THE GOVERNMENT:  
Federal Aviation Administration  
Real Estate Branch, AAQ-920  
10101 Hillwood Parkway  
Fort Worth, TX 76177

29. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF MARSHALL, MN

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

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

By: \_\_\_\_\_  
Teresa Emmons  
Real Estate Contracting Officer:  
Date: \_\_\_\_\_

DATED October 1, 2025

LIST OF FACILITIES

MEMORANDUM OF AGREEMENT

697DCM-25-L-00010

SOUTHWEST MINNESOTA REGIONAL AIRPORT  
MARSHALL/RYAN FIELD

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	AWOS	(MML)	27355	Facility site, CDP located in terminal building
2	RCO	(MML)		Facility site, AWOS equipment collocated in RCO building



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Award of Contract for the Pickup of Refuse at Various City Locations
<b>Background Information:</b>	<p>A request for proposals was sent in September from the four current licensed refuse haulers in the City of Marshall. Quotes were received on October 17<sup>th</sup>, 2024, for the removal of garbage and trash from numerous municipal locations within the City of Marshall. During the October 22<sup>nd</sup> meeting the Council were proponents of using a local contractor and voted to allow the current service provider, Southwest Sanitation, the opportunity to match or beat the low quote of \$12,990/year. The council had also suggested that as part of the negotiations with Southwest Sanitation that an increase in the term be looked at.</p> <p>Staff met with representatives of Southwest Sanitation and reached a tentative agreement. The proposed contract would be for a period of 5 years with the first two years being \$12,678, which is \$312 lower than the low quote that was presented on October 22<sup>nd</sup>. The following three years of the contract would be increases to cover landfill tip fee increases and other increased costs.</p> <p>Lyon County in 2023 increased tip fees 7% to \$42/ton and then another 7% to \$45/ton in 2024 with an additional 8% increase per year in 2025 and 2026. The increase in tip fee for 2027-2029 was anticipated to be 8%/year as well.</p> <p>Proposed contract payment amounts to Southwest Sanitation:  2025/2026: \$12,678  2027: \$13,400  2028: \$14,000  2029: \$14,700</p> <p>By the end of 2029 the proposed contract increases would still amount to be less than the \$15,180 that the city paid for in the 2023 and 2024 contract.</p>
<b>Fiscal Impact:</b>	Outlined under Exhibits A-C.
<b>Alternative/Variations:</b>	
<b>Recommendations:</b>	To award the 2025-2029 Garbage/Refuse Hauling contract to Southwest Sanitation of Marshall, MN.

## GARBAGE / REFUSE HAULING CONTRACT WITH SOUTHWEST SANITATION

This Contractor Services Agreement (this "Agreement") is made this \_\_\_\_ day of December, 2024 by and between the City of Marshall, a Minnesota municipal corporation located at 344 Main St. Marshall, MN 56258 (the "City"), and Southwest Sanitation, a business organized under the laws of the State of Minnesota and located at 110 N. 11<sup>th</sup> St., Marshall, MN 56258 (the "Contractor"), collectively the "Parties".

### I. **DEFINITIONS.**

- a. *Comingled recyclables* means any collection system in which a licensed hauler mixes different types of targeted recyclables in a single container.
- b. *Garbage* means all putrescible wastes, excluding animal offal and carcasses of dead animals, human excreta, sewage and other water-carried wastes.
- c. *Recyclables* means materials, which may be recycled or reused through recycling processes including targeted recyclables.
- d. *Recycling* means applications consistent with the definition in Minn. Statutes Section 115A.03, Subd. 25b and approved by the Minnesota Pollution Control Agency and Lyon County.
- e. *Refuse* means garbage and rubbish but shall not include sewage.
- f. *Rubbish* means the same as that term is defined in Minn. Stat. § 443.27.
- g. *Special pickup* means any collection of materials other than garbage, other refuse, recyclables or yard waste including white goods, furniture, oversized materials, and construction debris.
- h. *Targeted recyclables* means aluminum and metal beverage containers, glass containers (clear, green, and brown glass containers and excludes all window pane glass), newsprint, periodicals, corrugated cardboard, paperboard, direct mail advertising/mixed paper, plastic, narrow necked containers with number 1 and number 2 designation, and other materials as defined by resolution.
- i. *Materials Recovery Facility (MRF)* is a facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local, or other jurisdictions.

- II. **SERVICES TO BE PROVIDED.** The Contractor, for and in consideration of the payment of payments herein specified and by the City to be made, hereby covenants and agrees to furnish all equipment and labor necessary to perform garbage, refuse and recycling collection services to City owned buildings or City controlled public spaces identified below and in the manner set forth in the applicable price table. The frequency of service, size and number of dumpster(s) and/or container(s) may be amended during the contract term by mutual agreement of Parties. The City may request additional units or services during the term of the contract at any of the above or similar locations and the Contractor shall be paid for such additional services at the same rate as for similar type containers at the same or similar locations. All items removed by the Contractor shall be disposed in the Lyon County Landfill and in accordance with the Lyon County solid waste plan and Lyon County ordinances.

- III. **CARTS AND CONTAINERS.** All carts and dumpsters provided by the Contractor, must at all times be maintained in good working order and labeled to clearly communicate what materials may be placed in them. Dumpsters and carts shall have different colored lids for recyclables and for refuse

management. The Contractor shall replace lids and return emptied dumpsters and containers in the general location in which they were found. Dumpsters and containers shall not be placed in locations that will block access to walking paths, parking lots, and driveways. The Contractor shall be responsible, at their own expense, to make any necessary modifications, if any, to containers owned by the City of Marshall that may be needed to adapt to the refuse vehicle.

#### IV. **PRICE TABLES.**

- a) Collection. For the tasks outlined in the Collection Table below, the City shall pay the Contractor a monthly fee in the amount outlined in Exhibits A - C, not to exceed the quoted sub-total amount. The City shall not be responsible for payment for any additional work performed by the Contractor that is not expressly requested by the City or otherwise pre-approved by the City in writing. The selected Contractor shall not include "miscellaneous charges" on invoices submitted to the City. These shall include but not be limited to: truck or vehicle charges, mileage reimbursement, parking charges, consumable incidental materials, shop materials, processing fees, routine environmental charges, or the like.

<b>Location</b>	<b>Job Description</b>
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers  Twice per week, one (1) one and one-half yard container
2. Municipal Airport	Once per week, one (1) one yard container  Once per week, one (1) three-yard container
3. Street Department Shops	Once per week, one (1) one yard container
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container
8. Adult Community Center Building	Once (1) per week one (1) one yard container

#### On Call Same Day Service

<b>Location</b>	<b>Job Description</b>
1. One (1) yard container: (1) Municipal Airport	On Call
2. One and one-half (1 1/2) yard container: (1) Fire Station (2) Animal Impound (3) MERIT Center	On Call On Call On Call
3. Three (3) yard container: (1) Legion Field Park (2) Justice Park (3) Softball Complex (4) Swimming Pool (5) Park Maintenance Shop (6) Saturday Service for above locations	On Call On Call On Call On Call On Call On Call

4. Six (6) yard container:	
(1) Independence Park	On Call
(2) Saturday Service for above location	On Call

#### Recycling

1. Wastewater Treatment Plant	On Call
2. Municipal Building	On Call
3. Independence Park (Baseball Complex)	On Call
4. Legion Park (Baseball Complex)	On Call
5. Municipal Liquor Store (M/TH/F/SAT)	Recyclable corrugated Cardboard 4 times/week
6. Aquatic Center	On Call
7. Street Department	On Call
8. MERIT Center	On Call
9. Adult Community Center	Once per week

- V. **INVOICING.** The Contractor shall submit itemized invoices monthly for the services it provides to the City after completion of the services specified in the Proposal. The itemized invoices shall clearly identify all work completed. Invoices submitted will be processed and paid in the same manner as other claims made to the City.
- VI. **TERM AND TERMINATION OF AGREEMENT.** This Agreement shall be for a term of five years, commencing on January 1, 2025, and terminating on December 31, 2029. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a breach of the Agreement by the City, upon providing 30 days' written notice to the City; (3) the City may terminate this Agreement at any time at its option, for any reason or no reason at all.
- VII. **INDEPENDENT CONTRACTOR.** All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein. The Contractor shall pay all laborers employed in the performance of this contract.
- VIII. **INDEMNIFICATION.** The Contractor, and any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, subcontractors, and agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement. In no event shall the City be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

IX. **INSURANCE.** The Contractor agrees that before any of the services can be performed hereunder, the Contractor shall procure at a minimum:

- a) Worker's compensation insurance as required by Minnesota state law.
- b) Commercial general liability in an amount of not less than \$1,500,000.00 per occurrence and \$2,000,000 annual aggregate, for damages for bodily injury, including death, and property damage.
- c) Umbrella automobile liability insurance covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less the \$1,500,000 per accident for property damage, \$1,500,000 for bodily injuries, damages, and/or death to any one person, and \$2,000,000 aggregate, for total bodily injuries, damages, and/or death arising from any one occurrence.
- d) If the work the Contractor performs related to the Proposal involves working with, or the potential release of, a hazardous substance, then the Contractor shall be required to procure double the insurance policy limits of those noted above.

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

X. **NO DISCRIMINATION.** The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, the Contractor, shall not by reason of race, creed or color, discriminate against any person or persons who are citizens of the United States and who are qualified. That he shall not in any manner discriminate against or intimidate or prevent the employment of any such person or persons, or on being hired, prevent or conspire to prevent, any such person or persons from the performance of work under this contract on account of race, creed or color, religion, sex, or national origin. That any violation of this paragraph shall be a misdemeanor, and that this contract may be cancelled or terminated by the City and all money due, or to become due hereunder, may be forfeited, for a second or any subsequent violation of the terms or conditions of this contract.

XI. **CONFLICT OF INTEREST.** The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.

XII. **THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

XIII. **NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to the addresses above, or at such other address as either party may provide to the other by notice given in accordance with this provision.

XIV. **MISCELLANEOUS PROVISIONS.**

- a) Entire Agreement. This Agreement shall constitute the entire agreement between the City and the Contractor and supersedes any other written or oral agreements between the City and the Contractor. This Agreement can only be modified in writing signed by the City and the Contractor.
- b) Data Practices Act Compliance. Data provided, produced or obtained under this Agreement shall

be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests.

- c) Audit. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Agreement. Contractor must retain all records pertaining to its services to the City for a minimum of six years after termination of this Agreement.
- d) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- e) No Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- f) Agreement Not Exclusive. The City retains the right to hire other additional contractors in the City's sole discretion.
- g) Severability. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- h) Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- i) Compliance with Laws. The Contractor shall exercise due care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in effect as of the date the Contractor agrees to provide the applicable services detailed in Exhibit A.
- j) Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed on their behalf by the proper officers thereunto duly authorized and their corporate seal to be hereto affixed, the day and year first above written.

CITY OF MARSHALL, MINNESOTA

ATTEST:

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

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

By: \_\_\_\_\_  
Signature of Agent or Officer  
Acting for Contractor

## EXHIBIT A

2025-2026 Service Years

Location	Job Description	Yearly Fee
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$3,302.00
	Twice per week, one (1) one and one-half yard container	\$1,424.00
2. Municipal Airport	Once per week, one (1) one yard container	\$463.00
	Once per week, one (1) three-yard container	\$2,064.00
3. Street Department Shops	Once per week, one (1) one yard container	\$463.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$1,238.00
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$413.00
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$1,424.00
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$1,424.00
8. Adult Community Center Building	Once per week, one (1) one yard container	\$463.00
Sub Total		\$12,678.00

2027 Service Year

Location	Job Description	Yearly Fee
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$3,490.00
	Twice per week, one (1) one and one-half yard container	\$1,506.00
2. Municipal Airport	Once per week, one (1) one yard container	\$490.00
	Once per week, one (1) three-yard container	\$2,182.00
3. Street Department Shops	Once per week, one (1) one yard container	\$489.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$1,308.00
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$436.00
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$1,505.00
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$1,505.00
8. Adult Community Center Building	Once per week, one (1) one yard container	\$489.00
Sub Total		\$13,400.00

## EXHIBIT B

2028 Service Year

Location	Job Description	Yearly Fee
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$3,646.00
	Twice per week, one (1) one and one-half yard container	\$1,574.00
2. Municipal Airport	Once per week, one (1) one yard container	\$511.00
	Once per week, one (1) three-yard container	\$2,280.00
3. Street Department Shops	Once per week, one (1) one yard container	\$511.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$1,367.00
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$456.00
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$1,572.00
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$1,572.00
8. Adult Community Center Building	Once per week, one (1) one yard container	\$511.00
Sub Total		\$14,000.00

2029 Service Year

Location	Job Description	Yearly Fee
1. Wastewater Treatment Plant	Twice per week, two (2) one-yard containers	\$3,828.00
	Twice per week, one (1) one and one-half yard container	\$1,652.00
2. Municipal Airport	Once per week, one (1) one yard container	\$537.00
	Once per week, one (1) three-yard container	\$2,393.00
3. Street Department Shops	Once per week, one (1) one yard container	\$537.00
4. Main Street between College Drive and 5th Street	Twelve (12) sidewalk containers, once (1) per week. Pickup before 6:00 A.M.	\$1,435.00
5. Third Street between Main Street and Lyon Street	Eight (8) sidewalk containers, once (1) per week. Pickup before 6:00 AM	\$479.00
6. Municipal Liquor Store	Two (2) times per week, one (1) one and one-half yard container	\$1,651.00
7. Municipal Building	Two (2) times per week, one (1) one and one-half yard container	\$1,651.00
8. Adult Community Center Building	Once per week, one (1) one yard container	\$537.00
Sub Total		\$14,700.00



## EXHIBIT C

### On Call Same Day Service 2025-2029

Location	Job Description	Price Per Call
1. One (1) yard container: (1) Municipal Airport	On Call	\$10.00
2. One and one-half (1 1/2) yard container: (1) Fire Station (2) Animal Impound (3) MERIT Center	On Call On Call On Call	\$0.00 \$15.00 \$15.00
3. Three (3) yard container: (1) Legion Field Park (2) Justice Park (3) Softball Complex (4) Swimming Pool (5) Park Maintenance Shop (6) Saturday Service for item 3.	On Call On Call On Call On Call On Call On Call	\$20.00 \$20.00 \$20.00 \$20.00 \$20.00 \$20.00
4. Six (6) yard container: (3) Independence Park (4) Saturday Service for item 4.	On Call On Call	\$40.00 \$40.00

### Recycling Service for 2025-2029

Location	Job Description	Price Per Call
1. Wastewater Treatment Plant	On Call	\$15.00
2. Municipal Building	On Call	\$15.00
3. Independence Park (Baseball Complex)	On Call	\$15.00
4. Legion Park (Baseball Complex)	On Call	\$15.00
5. Municipal Liquor Store (M/TH/F/SAT)	Corrugated Cardboard 4X/week	\$190.00/month
6. Aquatic Center	On Call	\$15.00
7. Street Department	On Call	\$15.00
8. MERIT Center	On Call	\$15.00
9. Adult Community Center	Once per week	\$50.00/month

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	E.J. Moberg
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO
<b>Subject:</b>	Authorize Use of ARPA Funds
<b>Background Information:</b>	<p>In March 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program was intended to provide support to state, territorial, local and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents and businesses.</p> <p>Recipients may use SLFRF funds to cover eligible costs that your organization incurred during the period that began on March 1, 2021 and ends of December 31, 2024. The Federal ARPA guidelines require the city to decide how the funds will be spent by December 31, 2024, as long as those obligated funds are expended by December 31, 2026. The city cannot re-obligate funds or obligate additional ARPA monies after the December 31, 2024 deadline.</p> <p>Previous use of SLFRF award funds were used under the Revenue Loss category, where recipients have broad discretion to use funds for the provision of government services. The 2022 final rule allowed recipients the option to claim up to \$10 million of their SLFRF allocation, which Treasury termed the “standard allowance,” to replace lost revenue and use that funding to provide government services in lieu of calculating revenue loss. Government services generally include <i>any service</i> traditionally provided by a government, unless Treasury has stated otherwise. Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements.</p> <p>Any funds not obligated or expended for eligible uses by the timelines shown above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process. Recipients may not incur new obligations for the use of SLFRF funds after December 31, 2024.</p> <p>The City of Marshall received a total of \$1,473,889.54 in 2022 and 2023 and has \$655,889.54 remaining as available, unspent funds as of today. In addition, the City received \$200,000 from Lyon County in 2023 and has \$172,150 available, unspent funds as of today to go towards the aerial truck ordered by the City in 2022 to be delivered in 2025.</p> <p>Obligation means an order placed for property and services and entry into a written contract. What is NOT an obligation? Adopted budget or budget amendment; resolution or ordinance; claiming funds under the revenue loss category; oral intention to enter into a contract; and, an appropriation of SLFRF funds.</p> <p>Staff recommendation is for City to disburse funds, if possible, before year-end and not to deal with obligation requirements, by doing the following: (1) attempt to obtain an invoice and make</p>

	<p>payment for the \$172,150 ARPA received from Lyon County for the aerial truck [purchase order was signed in 2022 with expected delivery in spring 2025], and (2) use remaining ARPA of \$655,889.54 for the aquatic center architect/engineer costs paid in 2024, which lowers transfer needed from General Fund from the deficit cash of the Aquatic Center Fund and reduces amount of “reimbursable costs” from bond proceeds, which adds to available balance for the project. Architect/engineer costs of \$781,671 paid in 2024; \$1,251,476 paid since inception, with \$108,824 remaining to be paid on the existing agreement.</p>
<b>Fiscal Impact:</b>	<p>City must spend or obligate funds by 12/31/2024 and expend any obligated funds by 12/31/2026.</p>
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	<p>Authorize use of remaining ARPA monies in December 2024, including payment of \$172,150 toward the aerial truck for the Fire Department and allocating the remaining \$655,889.54 for the aquatic center design and pre-construction costs paid in 2024.</p>

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Bob Byrnes
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO
<b>Subject:</b>	Mayor Nomination for City Attorney
<b>Background Information:</b>	<p>Per City of Marshall Charter: The Mayor nominates to the City Council the person (s) to be appointed as City Attorney.</p> <p>Mayor has met with Attorney Pam Whitmore, Kennedy and Graven Law Firm and Attorney Matt Gross, Quarnstrom and Doering Law Firm.</p> <p>Mayor will formally nominate City Attorney at December 10<sup>th</sup> Council meeting and contract approval will be placed on December 17<sup>th</sup> Council mtg.</p> <p><u><a href="#">Section 3.04 City Attorney</a></u></p> <p>The Mayor shall nominate to the City Council the person to be appointed as City Attorney for the City of Marshall. The City Council and the Mayor shall vote and confirm said appointment by majority vote. The City Attorney shall serve for a term of two (2) years, the term of office to begin on the first regular meeting in January after the municipal election and continuing until a successor is appointed. The City Attorney shall perform legal services for the City under direction of the City Council and is removable at the discretion of the City Council. The City may contract with other attorneys to perform specific legal services as it deems necessary without discharging the City Attorney. The Marshall Municipal Utilities Commission are hereby authorized to employ the City Attorney in official matters and to pay for their services from their respective funds. The City Attorney may employ such staff and assistants as necessary. (Ord. No. 356 2nd series, § 1, 3-16-1996; Ord. No. 707 2nd series, § 1, 5-9-2016)</p>
<b>Fiscal Impact:</b>	n/a
<b>Alternative/ Variations:</b>	n/a
<b>Recommendations:</b>	<p>Mayor's Nomination for City Attorney as follows:</p> <p>Civil Attorney Pam Whitmore, Kennedy and Graven Law Firm</p> <p>Criminal Attorney Matt Gross, Quarntsrom and Doering Law Firm</p>

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, December 10, 2024
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Adult Community Center, Cable Commission, Economic Development Authority</p> <p><b>Schroeder</b> – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p><b>Alcorn</b> – Community Services Advisory Board, MMU Commission</p> <p><b>Moua-Leske</b> – Convention &amp; Visitors Bureau; Diversity, Equity &amp; Inclusion Commission; Library Board</p> <p><b>Lozinski</b> – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	

TO: Honorable Mayor and Members of the City Council; City Staff

FROM: Sharon Hanson, City Administrator

DATE: December 10, 2024

SUBJECT: Administrative Brief

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**CITY ATTORNEY**

Some highlights from the office of City Attorney for the month of November:

- Attended meetings.
- Answered rental ordinance questions and code compliance.
- Prepared minor update for Cannabis ordinance.
- Attend L&O for meeting in which zoning discussions occurred.
- Engage in discussions about Broadmoor and Notice requirements.
- Send letters of inquiry to MN Housing and AG regarding Broadmoor.
- Send letter to Broadmoor.
- Calls with MN Housing to get more information.
- Meet with council member who intends to attend Broadmoor resident meeting.
- Meet with council member who has questions about sanctuary city.
- Review questions about additional Schierholz requests.
- Answer Facebook posing questions.
- Discuss Graffiti.
- Answer question from new council member regarding coaching position.
- Discussion of reasonable accommodations.
- Review Red Baron Arena rental agreement.
- Discuss Chicken Ordinance with staff.
- Review MPCA resiliency grant.
- Respond to question about election signs.
- Discuss charter commission requirements for end of year.
- Review and make suggestions regarding SIUs.
- Answer questions about closed sessions and open meeting law. Prepare scripts.
- Answer questions about PETA email. Exchange multiple emails with PETA.
- Review Stone Meadow agreement.
- Review MMU commission agenda.
- Discuss of data and police officer involved shooting.
- Review BMI changes made to agreement.

- Review planning commission materials for meetings.
- Review and comment on Legion Field Road Stormwater Study.
- Review ATM agreement for liquor store.

Work of other K&G Attorneys:

- Attorney Lykke assisted with request to Dept of Revenue regarding local sales tax.

## ADMINISTRATION

This past month included the following meetings and work:

- This past week met with Contegrity and Stockwell to discuss the redesign and proposed budget for rebidding the project in January of 2025. Reductions in site plan, major design change in construction material of the pools and additional add-alternates to reduce the costs to fit within the original budget. The Aquatic Center Committee made up of Councilmembers were also in attendance. In addition, the Aquatic Center Fundraising Committee met and discussed the current status of the project and the thought process of how to inform the public on the current status of their fundraising. This will be further discussed at the December 10th Council meeting.
- Staff met internally regarding 2025 annual fire service contracts with several townships surrounding the city of Marshall. In recent years, townships have pursued less expensive options for fire service that has resulted in questions on the cost of Marshall Fire Department service to township. Staff have argued that the level of service is different in ways that result in higher costs. An existing mutual aid contract among all fire departments means that one fire department can serve as a safety net for another fire department and thus the true costs of fire service are not entirely reflected in certain township contracts. Staff will continue to explore options on possible formula adjustments and also plan, at the request of several surrounding townships, to meet with them in early January to discuss further.
- This past month was able to renegotiate new terms for golf range lease and extend the agreement for another 15 years. This will be brought forward at a future Council meeting. The city owns the golf range with the actual golf range operated by the Marshall Golf Club. The city entered into an agreement with Marshall Golf Club dating back many years allowing use of the land as a golf range. The last agreement dates back to 2010 through the end of 2024.
- Continued budget reviews and discussions with Finance.
- Met with Southwest Sanitation regarding 2025/2026 contract renewal. Per Council discussions, we discussed a longer-term agreement which was agreed upon and will be brought forward to Council for their action.
- Community Services staff and I met with YMCA Interim Director to discuss history and future desire to continue discussions on partnerships.
- This past month spent time with union negotiation preparation and actual meetings.
- Had several discussions with staff and City Attorney regarding Broadmoor Valley communications with the city and residents regarding a possible closure in December of 2025. City Attorney is advising on the legal requirements on the part of the city. This will be a future discussion with Council.
- Community Services staff and I met with Convention Visitors Bureau (CVB) to discuss the annual CVB contract as it relates to their work promoting sports complex and Red Baron.

- Attended Community Services Advisory Board mtg, a League of MN Cities Board visit with city officials in Tyler, attended with Mayor Coalition of Greater MN Cities Fall Conference, participated in a Zoom call with Stevens County regarding their daycare “pod” project.

### **Economic Development Authority**

- Work has started on the Stone Meadows apartment complex located behind Shopko. A permit was approved to construct two of the three buildings slated for the site. Grading and digging for the retention pond is underway.
- Staff heard a presentation from Stevens County Administrator, Rebecca Young, on their County’s child care project which was the construction of six daycare pods. Staff also presented to the Community Foundation to request the formation of a child care fund which can be used for future projects. The child care committee also plans on hosting a child care panel for those interested in the profession. The class will be held through community services.
- Staff continues to work with municipal advisor and hotel developer on tax abatement request.
- Staff was notified that we are a finalist for industrial development submitted through DEED RFI. Site selection is scheduled to be completed in Q1 of 2025.

### **Human Resources**

- Staffing: the city will welcome Dan Johnson on December 16<sup>th</sup> as a Plant Operator I at the wastewater facility. Police Officer oral testing was completed and 6-month eligibility roster has been approved by the Police Advisory Board.
- Safety: staff were trained on hazard identification/analysis, ladder safety, and slips/trips/falls.
- Staff continue to prepare for and meet with union business agents and employee representatives to negotiate new draft contracts. Negotiations meetings are scheduled with AFSCME and LELS-Supervisors groups.

### **Clerk**

- The City of Marshall held the General Election on November 5<sup>th</sup> and thanks to the excellent election judges at the wards no issues were reported.
- Attended the Equipment Review Committee to discuss a compact asphalt roller and city fleet options.
- Attended the second planning team meeting for the Lyon County Hazard Mitigation Plan (HMP). The HMP must be updated every 5 years to fulfill state and federal requirements. The group identified and assessed natural hazards that pose risk to the county and jurisdictions within and aim to develop long-term strategies and mitigation action to reduce or eliminate impacts of future hazard or disaster events.
- Attended a presentation from Minnesota Information Technology regarding new reporting requirements for cyber incidents.
- Continued work on license renewals for 2025.

### **Finance**

- 2025 Budget: Adoption of the final property tax levy and budget, along with approval of the 5-year Capital Improvement Plan, will be recommended to Council at the meeting on 12/17.
- 2025 Bonding: Staff has discussed Capital Improvement Plan estimates with BakerTilly for projects anticipated to be included with 2025 bonding. The process has been initiated to ensure funding is secured for 2025 projects.



- 2024 Audit: Staff has started preparing workpapers and gathering supporting documentation for the draft 2024 financial statements.

### **Liquor Store**

- November Financials: Sales \$670,538 +8.53%. Customer Count 17,895 +3.95%, Ticket Average \$37.45 +3.88%. Overall, a great month for all financial metrics. The store will only get busier in December with Holiday shopping.
- The 4 exclusive beers have been selling well. Many in-store tastings have been done to promote these beers. Tall Grass also tasted at the Lyon County Museum in November for their holiday event.
- The Fall Thanksgiving walk about was held on November 13th. A great 'buying' crowd of customers sampled and purchased wine during this event.
- The 'Tis the Season' Try before you buy Holiday sampling event will be held on Friday, December 13<sup>th</sup> from 5-7pm at the store. This is a perfect time to sample for free many products for your Christmas/New Years eve entertaining needs.

## **COMMUNITY SERVICES**

### **Parks & Recreation**

- All adult recreational winter leagues are up and running with 283 total regular season games and matches scheduled for basketball, volleyball and curling.
- Open community skating and hockey at the Red Baron Arena is picking up with the winter weather, over 45 hours of ice time scheduled to skate and or play hockey during the month of December.
- The release of the winter/spring brochure will be the week of December 16<sup>th</sup>, we are excited to continue to bring many recreational options to the community during the new year.
- Do you know what MCS youth program had the most participation in 2024? The answer is youth gymnastics with 681 participants registered!
- Construction of the new dugout and backstop is mostly complete – roofing and block cap to finish.
- Work continues on Aquatic Center redesign – reviewing new drawings, budgets, and information with staff, Contegry and Stockwell.
- Winter tournament season is upon us at the Red Baron – Ice Dogs this weekend!!
- Met with Marshall Baseball Association to discuss next phase at Legion Field for 2025.
- Working with homeowners on the Tree Reimbursement Program for ash tree removals and the planting of new species of trees. To date, \$5,400 have been reimbursed as part of this program.

### **Community Education**

- Community Education has been busy wrapping up the Fall season with several new and exciting classes as well as the popular reoccurring classes. The fall season had approximately 238 registrations for our classes and services.
- The Winter/Spring brochure is complete and will be open for registration on December 18<sup>th</sup>! We will have several new classes to choose from. Some examples are a sourdough bread class, four new online technology classes, an intro to graphics class for teens, a pop it fidgets chocolate bar class and a citizens academy course.

- Our Visit Santa event is coming up soon at the Marshall Lyon County Library on Dec 16<sup>th</sup> and 17<sup>th</sup> from 3-5:30 pm.
- Driver's Education online classroom option is up to 34 students enrolled.

### **Studio 1**

- We provided several extra game recordings for both volleyball and football as they progressed through section playoffs.
- Our replay video clips from a MHS Football game of Jayden Meister's interception were submitted to KARE 11 and that play was picked as the state "play of the week" on their Prep Highlights show.
- On November 5th, we hosted a tour of our office and TV studio for a group from the Marshall Adult Community Center.
- We provided live coverage of the MAHA Bantam B tournament on the 3rd weekend of November.
- We provided broadcasts of several school concerts through November as well.
- A calendar of all scheduled live broadcasts can be found at [www.marshallstudio1tv.com](http://www.marshallstudio1tv.com).
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk and Community Connect.

## **COMMUNITY PLANNING**

### **Building Services / Planning & Zoning**

- Over 200 open permits.
- An SRE building, Les Schwab's tires, Marshall's, SWWC Coop building, and Stone Meadow apartments are the largest projects under construction.
- Over 420 Rental registrations have been issued. Over 100 are in the Pending status.
- Sign ordinance is being reviewed.

## **PUBLIC WORKS DIVISION**

### **Engineering**

- Project ST-002-2024: Bituminous Overlay Project - Central Specialties, Inc. of Alexandria, Minnesota – Final Change Order and Payment on 12/10/2024 City Council meeting.
- Project ST-010: Lyon Circle Reconstruction Project – A&C Excavating, LLC of Marshall, Minnesota - Project is complete and open to the public. City staff working with contractor on punch list items, final reconciling change order and final payment.
- Project ST-012-2024: South Whitney Street Reconstruction Project (East College Drive to Jean Avenue) – D&G Excavating, Inc. of Marshall, Minnesota – City is working on final reconciling change order and final payment.

### **Wastewater**

- Staff have completed 321 preventive maintenance work orders in the last 30 days.
- Working on annual MPCA reports due in November and January.
- Fall jetting of the sanitary lines continues.
- Drafting letters for commercial users concerning PFAS.
- Reviewed and made corrections to the MPCA's Annual Compliance Report.
- Working on updating our small lift station alarm systems.

- Land application of biosolids has been completed; working on the MPCA and EPA biosolids annual reports.

## **PUBLIC SAFETY DIVISION**

### **FIRE DEPARTMENT**

- The Fire Department responded to fourteen (14) calls for service. Total calls for service included:
  - Fire/CO2 Alarm (12)
  - Fire; Structure (1)
  - Medical Assist (0)
  - Vehicle Accident (2)
  - Other – Assist (0)



### **POLICE DEPARTMENT**

- The Marshall Police Department responded to 1075 calls for the month of November. 95 criminal offenses were reported with a total number of 46 adults arrested.

### **OFFICER'S REPORT**

- Alarms (18)
- Accidents (38)
- Alcohol involved incidents (5)
- Assaults (12)
- Domestic Assaults (11)
- Burglaries (6)
- Criminal Sexual Conduct (5)
- Damage to Property (2)
- Keys Locked in Vehicles (20)
- Loud Party (1)/ Public Disturbances (13)
- Thefts (18)
- Traffic Related Complaints (269)
- Vandalism (8)
- Warrant Pickups (11)
- Welfare Checks/Mental Health (64)

### **DETECTIVE REPORT**

- A 43-year-old Marshall man was arrested for Predatory Offender Registration Violation at the completion of an investigation.

- A case of mail theft where a package was stolen from a Marshall apartment building was investigated and referred to the Lyon County Attorney's Office for formal charges against a Marshall man.
- Five cases of criminal sexual conduct, three theft by swindle cases, and an identity theft case were investigated during the month.
- Twenty-seven child protection reports and one report from the Minnesota Adult Abuse Reporting Center were investigated.



### **MERIT Center**

- In November MN West held a Pilot Car Training, a private group training and CDL training continues to utilize the driving track at the MERIT Center.
- From November 1st to November 3rd and November 15th to November 17th North Star Training & Consulting held Fire School with 28 attendees each day.
- From November 4th to November 5th the Minnesota State Patrol held Standardized Field Sobriety Testing (SFST).
- From November 11th to November 12th ARMOR Training held GWO Training with 2 attendees each day.
- On November 12th the Southwest Emergency Communication Board held their bi-monthly Radio Board meeting with 30 attendees.
- On November 12th the American Red Cross held a blood drive.
- On November 13th the Marshall Police Department held a BCA Training with 24 attendees.
- On November 14th the Marshall Area Chamber of Commerce held Women's Connect with 31 attendees.
- From November 20th to November 21st the Minnesota State Patrol held a meeting with 20 attendees each day.
- On November 20th North Memorial held a training.
- On November 21st ADM held their monthly Contractors Safety Meeting with 52 attendees.
- On November 21st the MERIT Center Commission meeting was held with 8 attendees.
- On November 22nd the Women's Rural Advocacy Program (WRAP) held a training with 15 attendees.
- On November 26th CENTROL held their annual meeting with 62 attendees.
- On November 26th Senator Dahms and Representative Swedzinski held a Townhall meeting with 30 attendees.
- On November 27th the Marshall Police Department held PD interviews.
- The MERIT Center was utilized 18 out of 30 days with 18 reservations in November. There was a total of 596 attendees.

# MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending November 2024 (YTD TOTALS)

## OFFENSE/ARREST DATA

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	75	0	75	33	0
February	93	0	93	19	2
March	66	0	66	33	0
April	98	0	98	36	2
May	115	0	115	48	2
June	69	0	69	35	0
July	50	0	50	23	0
August	75	0	75	32	2
September	88	0	88	45	0
October	108	0	108	51	1
November	95	0	95	46	0
December					

<b>YTD 2024</b>	<b>932</b>	<b>0</b>	<b>932</b>	<b>401</b>	<b>9</b>
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## Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	762	347
February	809	325
March	1061	378
April	865	350
May	981	435
June	1062	420
July	1011	426
August	1033	401
September	1020	437
October	1071	428
November	1075	404
December		
<b>YTD 2024</b>	<b>10750</b>	<b>4351</b>

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	2	3	7	8	6	6	8	10	6	3	5		64
Property Damage	26	15	22	16	17	13	18	28	21	21	32		229
Personal Injury	3	3	5	2	4	5	5	6	6	5	1		45
Fatalities	1	0	0	0	0	0	0	0	0	0	0		1
<b>TOTAL 2024</b>	<b>32</b>	<b>21</b>	<b>34</b>	<b>26</b>	<b>27</b>	<b>24</b>	<b>31</b>	<b>44</b>	<b>33</b>	<b>29</b>	<b>38</b>	<b>0</b>	<b>339</b>

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	17	106	134	70	104	82	55	65	71	68	188		960
Parking Tickets	24	30	72	18	2	5	20	3	16	3	110		303

## Activities (Calls For Service) \*High Hours Expended

Item 28.		Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
	Alarms	20	14	10	8	8	12	21	19	8	15	18		155
	Alcohol	1	2	1	1	1	0	2	4	1	7	5		24

Animal Bite	2	2	1	1	3	3	1	3	3	4	2		25
Animal Complaint	8	0	11	13	16	21	15	11	17	14	9		135
Assault	8	3	6	9	4	6	8	9	10	10	12		85
Assists	56	49	53	45	52	50	72	38	57	59	44		575
Auto Theft	0	3	0	1	2	1	0	2	3	0	1		13
Bike Found	1	4	7	6	5	11	6	5	4	4	6		59
Bike Theft	0	2	0	0	1	3	5	1	2	3	3		20
Burglary	4	3	1	4	3	3	6	3	5	4	6		42
Bus Violation	11	2	3	3	2	0	3	0	5	9	5		43
Check Forgery	0	1	0	0	0	0	0	0	0	0	0		1
Check Fraud	1	1	0	0	0	0	0	0	0	4	1		7
Civil Matters	8	8	11	15	18	18	28	26	19	15	18		184
Criminal Sex	4	8	6	0	0	4	2	0	3	7	5		39
Damage to Prp	1	2	3	2	3	5	4	2	3	0	2		27
Death Investigation	3	4	5	2	2	1	2	0	4	1	0		24
Domestics	21	12	12	16	17	17	8	15	11	13	11		153
Drugs/Narcotics	0	2	2	1	2	0	4	3	2	5	6		27
Family Matters	7	8	17	11	9	8	9	8	8	7	5		97
Fire Alarm	0	0	0	0	0	0	0	2	1	0	0		3
Gas Meal Assist	1	2	3	0	3	2	1	7	4	2	2		27
Gun Permits	6	6	18	9	8	8	7	5	6	12	8		93
Harassment	9	12	13	9	10	12	11	13	5	9	9		112
Intoxicated/Detox	0	1	1	1	1	3	2	8	1	3	4		25
Keys Locked In vehicles	26	23	23	21	25	28	27	29	24	19	20		265
Mental Health	12	3	11	8	10	14	24	20	14	18	37		171
Fraud	0	3	2	3	2	5	3	8	2	1	2		31
Parking Complaints	41	75	129	25	23	17	32	13	29	16	115		515
Party Loud Party	4	6	7	7	5	12	5	4	7	6	1		64
Pred - Sex Offender	0	0	0	2	1	2	2	2	2	2	1		14
Property Found	13	4	6	10	16	13	6	16	11	14	13		122
Public Disturbance	8	11	15	14	7	17	18	12	10	13	13		138
Pursuit	0	0	0	0	0	0	0	0	0	0	0		0
Runaway	7	6	2	3	3	6	7	0	6	12	2		54
Escort Funeral, other	7	10	8	11	9	13	18	13	12	15	11		127
Search Warrant	0	0	0	0	1	0	1	0	1	0	0		3
Suspicious Anything	15	12	21	35	43	50	29	27	18	7	8		265
Suspicious Vehicle	6	15	7	10	6	7	10	9	13	11	7		101
Tobacco Violation	4	9	6	4	1	0	0	1	4	1	2		32
Theft	22	16	16	24	18	24	22	21	25	53	18		259
Trains	0	0	0	0	0	0	0	0	0	1	3		4
Transport (Marshall PD etc)	2	1	4	2	4	4	2	3	6	4	0		32
Trespassing	5	8	8	7	7	4	10	9	10	6	11		85
Traffic Related Complaints	111	148	289	203	258	281	238	293	292	291	269		2673
Unsecured Building	0	0	0	1	4	15	4	1	1	2	2		30
Vandalism	4	5	5	7	7	6	4	7	5	3	8		61
Violation of OFP	4	4	2	5	6	6	5	11	4	6	5		58
Warrant Pickups	8	7	14	5	5	9	6	8	11	12	11		96
Welfare Checks	27	18	22	18	22	38	25	14	26	23	27		260
Welfare Fraud	0	0	0	0	0	0	0	0	0	0	0		0
ERU Activated	0	0	0	1	0	0	0	0	1	0	0		2
Weapons Involved	2	2	0	4	0	1	0	8	1	5	1		24
YTD 2024	500	537	781	587	653	760	715	713	717	748	769	0	7486

**OFFENSE ACTIVITY BY DAY OF WEEK**

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	13	17	13	8	8	5	11
February	9	16	19	13	20	8	8
March	10	15	11	3	9	12	6
April	17	14	10	16	18	7	16
May	13	9	14	11	26	22	20
June	6	13	10	4	9	6	21
July	3	12	7	7	7	7	7
August	11	7	10	10	17	15	5
September	15	10	9	13	17	14	10
October	11	8	16	20	6	10	37
November	7	6	8	15	27	23	9
December							

<b>YTD 2024</b>	115	127	127	120	164	129	150
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**DETECTIVE / INVESTIGATIONS ACTIVITIES**

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	28	23	28	22	29	21	16	25	31	27	20		270
Gross Misdemeanors	36	28	24	20	19	16	18	10	25	32	27		255
Misdemeanors	19	21	18	24	32	23	21	38	25	17	22		260

**MINUTES OF THE  
MARSHALL PLANNING COMMISSION MEETING  
DECEMBER 4, 2024**

**MEMBERS PRESENT:** Lee, Doom, Muchlinski, Deutz, Stoneberg  
**MEMBERS ABSENT:** Pieper, Agboola  
**OTHERS PRESENT:** Jason Anderson, Ilya Gutman, Amanda Schroeder

**Call to Order.**

The meeting was called to order by Chairperson Lee.

**Approval of the Minutes.**

Chairperson Lee asked for the approval of the minutes of the November 13, 2024, regular meeting of the Marshall Planning Commission. DOOM MADE A MOTION, SECOND BY STONEBERG, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 5:0.

**Conduct a Public Hearing on the Preliminary Plat of Tiger Office Park**

Anderson presented the purpose of this plat is to create individual parcels for each building. Outlot B encompasses all of the parking and access from public rights-of-way for each building lot. Access easement over Lot 3 will need to be included in the final plat. DOOM MADE A MOTION, SECOND BY MUCHLINSKI, to close the public hearing. ALL VOTED IN FAVOR. MUCHLINSKI MADE A MOTION, SECOND BY DEUTZ to recommend approval of the preliminary plat of Tiger Office Park to the City Council, subject to utility companies review and recommendations. ALL VOTED IN FAVOR. MOTION PASSED 5:0.

**Other Business**

None.

**Adjourn**

STONEBERG MADE A MOTION, SECOND BY DEUTZ, to adjourn the meeting. ALL VOTED IN FAVOR. MOTION PASSED 5:0. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,  
Karla Ellis, Recording Secretary





# MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
ADELMANN CONSTRUCTION LLC	508 WILLIAMS ST, 508 WILLIAMS ST	Re-Roofing, Re-Siding	10000.00	12/04/2024
Doom and Cuypers Construction	503 LYON ST W	Doors	19878.00	12/02/2024
Eric Mathiowetz	614 JAMES AVE W	HVAC - Furnace	3000.00	12/05/2024
JAMES LOZINSKI CONSTRUCTION INC	206 CARROW CIR	Interior Remodeling - ANY Work Inside, Except Fireplace	15000.00	12/02/2024
Kasey Holm	1200 SUSAN DR	Both - Interior remodeling, New bathroom AND Air Conditioning, Furnace	0.00	12/03/2024
Kuepers Inc.	1000 CLARICE DR, 1000 CLARICE DR	Accessory Building (Garages, Sheds, Gazebos, etc), New Building/House	3650000.00	11/22/2024
Kuepers Inc.	1010 CLARICE DR, 1010 CLARICE DR	Accessory Building (Garages, Sheds, Gazebos, etc), New Building/House	3650000.00	11/22/2024
Nathan Rud	1000 CLARICE DR	Plumbing - New building	0.00	12/03/2024
Nathan Rud	1010 CLARICE DR	Plumbing - New building	0.00	12/03/2024
WELU CONSTRUCTION LLC	400 WALNUT ST	Interior Remodeling - ANY Work Inside, Except Fireplace	10000.00	11/22/2024



## Upcoming Meetings

### December

- 12/10 Ways & Means Committee, 3:00 PM, City Hall
  - 12/10 Work Session, 4:00 PM, City Hall
  - 12/10 Regular Meeting, 5:30 PM, City Hall
  - 12/10 Truth in Taxation, 6:00 PM, City Hall
  - 12/17 Library Board Interview, 4:45 PM, City Hall
  - 12/17 Regular Meeting, 5:30 PM, City Hall
- 

### January

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

# 2024 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 9, 2024
2. January 23, 2024

## February

1. February 13, 2024
2. February 27, 2024

## March

1. March 12, 2024
2. March 26, 2024

## April

1. April 9, 2024
2. April 23, 2024

## May

1. May 14, 2024
2. May 28, 2024

## June

1. June 11, 2024
2. June 25, 2024

## July

1. July 9, 2024
2. July 23, 2024

## August

1. Monday, August 12, 2024
2. August 27, 2024

## September

1. September 10, 2024
2. September 24, 2024

## October

1. October 8, 2024
2. October 22, 2024

## November

1. November 12, 2024
2. November 26, 2024

## December

1. December 10, 2024
2. December 17, 2024

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## 2024 Uniform Election Dates

- February 13, 2024
- March 05, 2024
- April 09, 2024
- May 14, 2024
- August 13, 2024
- November 05, 2024

## 204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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

# 2025 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 14, 2025
2. January 28, 2025

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

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## 2025 Uniform Election Dates

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

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