

# CITY OF MARSHALL CITY COUNCIL MEETING <br> AGENDA 

## Tuesday, September 10, 2019 at 5:30 PM Professional Development Room - Marshall Middle School, 401 South Saratoga Street

## OPENING ITEMS

1. Call to Order/Pledge of Allegiance

APPROVAL OF AGENDA
APPROVAL OF MINUTES
2. Consider approval of the minutes of two work sessions and regular meeting held on August 27, 2019.

AWARD OF BIDS
3. Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project Consider Resolution Accepting Bid.
4. Consider Award of Quotations for Demolition of Building Structures in Block 11 (100, 102, 110 West Main Street).
5. Award of Bids for Motor Grader for Street Department.
6. Ratification of Purchase of Vehicles for the Community Planning Department.

CONSENT AGENDA
7. Consider adoption of a resolution declaring costs to be assessed for ice and snow removal.
8. Consider adoption of a resolution calling for a hearing on the proposed assessment.
9. Introduction of Ordinance amendment to Section 86-96 to permit a gun range as a Conditional Use and Call for Public Hearing
10. Consider approval of a Temporary On-Sale Intoxicating Liquor License for Action Mobility Foundation.
11. Wastewater Treatment Facilities Improvement Project - Consider Application for Payment No. 2 from Magney Construction, Inc.
12. Consider the introduction of the Cable TV Franchise Ordinance between the City of Marshall and Spectrum Mid-America, LLC L/K/A/A Charter Communications
13. Consider approval of the bills/project payments

## APPROVAL OF ITEMS PULLED FROM CONSENT NEW BUSINESS

14. City of Marshall Residential Recycling Direction.
15. Consider approval of 2019-2020 League of Minnesota Cites Insurance Trust Property/Casualty and Liability Insurance.
16. Consider Approval of General Banking Agreement.
17. Consider Resolution Approving the 2020 Fee Schedule.
18. Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project 1) Consider Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment.
19. Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project 2) Consider Resolution for Hearing on Proposed Assessment (October 8, 2019).
20. Project Z74: Huron Road/Superior Road Reconstruction Project - 1) Consider Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment.

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.
21. Project Z74: Huron Road/Superior Road Reconstruction Project - 2) Consider Resolution for Hearing on Proposed Assessment (October 8, 2019).
22. Authorization for Bike Trail Repairs Between Highway 59 North and $7^{\text {th }}$ Street.
23. Consider a Resolution Designating Uniform Election Dates, Polling Locations and Authorizing appointment of Election Judges.
24. Consider Amendments to Ordinance Section 54-3 - Special Assessment Deferral.
25. Consider approval of Ordinance Number ___ Second Series, an ordinance establishing fees for emergency protection fire services.
26. Consider Approval of Ordinance Number ___ Second Series, an Ordinance allowing alcoholic beverages at city-owned facilities and parks.
27. Call for a Public Hearing Regarding Proposed Property Tax Abatement at 301 London Rd.
28. Call for a Public Hearing Regarding Proposed Property Tax Abatement at 303 London Rd.

## COUNCIL REPORTS

29. Commission/Board Liaison Reports
30. Councilmember Individual Items

STAFF REPORTS
31. City Administrator
32. Director of Public Works
33. City Attorney

ADMINISTRATIVE REPORTS
34. Administrative Brief

INFORMATION ONLY
35. Information Only

MEETINGS
36. Upcoming Meetings

ADJOURN

## RULES OF CONDUCT

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


## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | APPROVAL OF MINUTES |
| Type: | ACTION |
| Subject: | Consider approval of the minutes of two work sessions and regular meeting held on <br> August 27, 2019. |
| Background <br> Information: | Enclosed are the minutes of the two work sessions and regular meeting held on <br> August 27, 2019 |
| Fiscal Impact: | None |
| Alternative/ <br> Variations: | Staff encourages City Council Members to provide any suggested corrections to the <br> minutes in writing to City Clerk Kyle Box, prior to the meeting. We then could <br> potentially incorporate proposed amended minutes at the meeting. |
| Recommendations: | that the minutes of the two work sessions and regular meeting held on August 27, <br> 2019 be approved as filed with each member and that the reading of the same be <br> waived. |

## CITY OF MARSHALL

MINUTES
Tuesday, August 27, 2019

The work session of the Common Council of the City of Marshall was held August 27, 2019 at the MarshallLyon County Library, 201 C St, Marshall, MN. The meeting was called to order at 2:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister, Glenn Bayerkohler, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator and Kyle Box, City Clerk.

## Strategic Plan Development

Mayor Byrnes called the work session to order and referred to City Administrator to open the agenda item. City Administrator Hanson provided a brief update on the Strategic Plan Development meetings thus far. Administrator Hanson introduced two facilitators Doug Allen and Mary Jo Wimmer. Mr. Allen and Ms. Wimmer began with an overview of the objective of the work session. Continued discussion followed.

## Adjourn

At 3:40 P.M., Mayor Byrnes adjourned the meeting.

## Attest

The work session of the Common Council of the City of Marshall was held August 27, 2019 at the Marshall Aquatic Center, 400 W College Dr, Marshall, MN. The meeting was called to order at 4:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister, Glenn Bayerkohler, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Scott VanDerMillen, Director of Community Services; Preston Stensrud, Parks Superintendent and Kyle Box, City Clerk.

## City Pool Tour - City Council and Community Service Advisory Board.

City Council and the Community Service Advisory Board were taken on tour of the Marshall Aquatic Center lead by Director of Community Services, Scott VanDerMillen and Parks Superintendent Preston Stensrud.

## Adjourn Meeting

The work session was adjourned at 4:50 PM

## Mayor

Attest

## CITY OF MARSHALL CITY COUNCIL MEETING M I N U T E S <br> Tuesday, August 27, 2019

The regular meeting of the Common Council of the City of Marshall was held August 27, 2019 in the Professional Development Room at the Marshall Middle School, 401 South Saratoga Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister, Glenn Bayerkohler, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Glenn Olson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Dave Parsons City Assessor; Jim Marshall Director of Public Safety; Quentin Brunsvold, Fire Chief and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

## Consider approval of the minutes of two work sessions and regular meeting held on August 13, 2019.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the minutes of the two work sessions and regular meeting held on August 13, 2019 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion Carried. 7-0

## Consent Agenda:

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

Approval to declare vehicles as surplus property for the Marshall Police Department.
Approval to declare a vehicle as surplus property for the City of Marshall.
Approval of the MERIT Center Lease with Minnesota West Community and Technical College.
Approval Resolution Number 4644 Second Serie, a Resolution Providing for the Prepayment \& Redemption of GO Bond Series 2010B.
Approval Resolution Number 4645, Second Series, a Resolution Authorizing Transfer of Funds and Closure of Debt Service Fund 368.
Approval of a Transient Merchant License for Mike Firme, Allstate Insurance Company.
Approval of the Introduction on Amendments to Ordinance Section 54-3 - Special Assessment Deferral. Approval of the Introduction to Ordinance Number $\qquad$ Second Series, An Ordinance allowing Alcoholic beverages at City-owned facilities and parks.
Approval of Resolution Number 4646, Second Series, A Resolution for Signage - Proposed Stop Signs on Lake Road, Michigan Road and Halbur Road.
Approval of an Amendment to current MOU with SMSU related to reporting of sexual assaults to local law enforcement agency.
Approval of a Tax Abatement request for Canoga Park Child Care - Call for Public Hearing.
Anem the bills/project payments.

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

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

Councilmember Labat pulled the item from the Consent agenda in order to abstain.
Motion made by Councilmember Schafer, Seconded by Councilmember Decramer to approval the introduction of the agenda item. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Lozinski. Voting Abstaining: Councilmember Labat. The motion Passed. 6-0-1

Project Z71: Street Department Parking Lot Project - Acknowledgement of Final Pay Request No. 3.
This project consisted of the following, but is not limited to: aggregate base, site excavation and grading, sanitary sewer, storm sewer structure removal, concrete paving, bituminous paving, and miscellaneous work for construction of a parking lot and entrance road at the Street Department located at 901 Oak Street.

Change Order No. 1 included actual quantities installed resulting from an additional sanitary sewer extension from the Street Department to the sanitary sewer main, additional paving at tie-in locations by UCAP and small variations in the concrete surfacing at locations adjacent to the parking lot concrete, in accordance with the current Change Order Authorization procedure.

All work has been completed in accordance with the specifications. UCAP has been billed for their portion of the project $(\$ 35,000)$ in accordance with the Memorandum of Understanding dated September 11, 2018. The final payment, including release of retainage, will be funded from Account \#475-60211-5570 (Public Improvements-Streets-Infrastructure).

Councilmember Lozinski pulled the item from the consent agenda to ask a clarifying question. Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer that Council acknowledge Final Pay Request (No. 3) to Towne \& Country Excavating, LLC of Garvin, Minnesota, in the amount of $\$ 2,925.03$. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion Carried. 7-0

Tall Grass Liquor Annual Report \& Proposed 2020 Budget
Tall Grass Liquor Store Manager, Eric Luther, will present the Annual Report \& Proposed 2020 Budget. Luther provided handouts to the council and an overview of this year's operations.

## 2020 Budget Request from the Sounds of Summer Committee

Each year the City of Marshall receives request from local agencies for financial support from the City. Representatives from the committee will be present their budget request in the amount of $\$ 10,000$ for 2020, a \$2,500 increase from 2019.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve the request from Sounds of Summer in the amount of $\$ 10,000$. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Lozinski. Voting Abstaining: Councilmember Labat. The motion Passed. 6-0-1

## Rejection of Bid for Demolition of Building Structures in Block 11 (100, 102, 110 West Main Street).

 This project involves the demolition and removal of the building structures and foundations at the following locations:A. 100 West Main Street - Marshall Taxi Building
B. 102 West Main Street - Car Toyz Building
C. 110 West Main Street - Middleton Building

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

The bidder did not acknowledge receipt of Addendum No. 1 concerning revisions dated August 8, 2019, a requirement of the bid proposal. City staff contacted the owner of Landwehr Construction, Inc., and he indicated that they did include the requirements of the addendum in the bid but did not acknowledge the receipt of the addendum as required on the bid sheet.

We did not provide an engineer's estimate for the demolition project, like we do provide for construction projects, as we did not have demolition information in our database that would estimate what the demolition cost would be.

As the sole bidder did not submit the information requiring the receipt of the addendum, and we don't have comparisons for reasonable prices for this work, we are recommending that the Council reject the bids and authorize City staff to proceed with the rebid of the project or solicitation of proposals in accordance with the current Administrative Policy related to Purchasing revised March 22, 2016.

Motion made by Councilmember Lozinski, Seconded by Councilmember Decramer that the Council reject the bid for the Demolition of Building Structures in Block 11 (100, 102, 110 West Main Street) and authorize City staff to proceed with the rebid of the project or solicitation of proposals. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion Passed. 6-1

## Consider a LG220 Application for Exempt Permit for SMSU Foundation for January 8, 2020.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to SMSU Foundation to hold a raffle on January 8, 2020, at Southwest Minnesota State University , 1501 State Street, Marshall, Minnesota, (2) acknowledges the Item 2. LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes ar
directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Councilmember Bayerkohler. The motion Passed. 6-0-1

## Commission/Board Liaison Reports

Byrnes No Report

Schafer No Report

Meister Community Service Advisory Board met and toured and examined the condition of the pool with the City Council.

Bayerkohler No Report
DeCramer Economic Development Authority met and discussed the tax abatement request on the agenda. There will also be a schedule bus tour of the Marshall area in the near future.

Labat No Report

Lozinski No Report

## Councilmember Individual Items

Councilmember Lozinski brought up discussion from a statement from the governor that Minnesota should start preparing for the legalization of marijuana. Member Lozinski also commented on the County Board's discussion to stop curb side recycling county wide. There was further discussion by Council and Staff to address this concern with the County.

Councilmember Labat commented on the great turn out at the World Café event which was a part of the ongoing strategic planning.

Councilmember DeCramer brought up the United Community Action Partnership's contributions throughout the county. Member DeCramer also mentioned the progression on the UCAP Head Start Facility.

Councilmember Schafer discussed curb side recycling in Lyon County.

Councilmember Meister also commented on the need for discussion on the need for curb side recycling. Member Meister also discussed the installation of an electric charging station that will be placed at Tall Grass Liquor.

Mayor Byrnes commented on events that took place in the month of August; Sounds of Summer, Home Town Hero's Walk, three ribbon cuttings in conjunction with the opening of Carter's Court, the opening of Ashely Furniture and Hobby Lobby.

## City Administrator

City Administrator Sharon Hanson commented on the initial success of the world café event and also mentioned a draft development agreement for block 11 with a potential developer. Administrator Hanson also provided discussion on the 2020 Preliminary Levy. Administrator Hanson stated that at this time staff is at a $5.99 \%$ increase to the general levy, but additional cuts can accrue prior to setting the preliminary budget.

## Director of Public Works

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

## City Attorney

City Attorney Dennis Simpson mentioned that the purchase negotiations of the Helena Chemical property have restarted. Attorney Simpson also discussed that he met with local residence at Broadmoor Valley to discuss tenant rights.

## Information Only

There were no questions on the information items.

## Upcoming Meetings

There were no questions on the upcoming meetings.

## Adjourn Meeting

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

Attest:

City Clerk


## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | AWARD OF BIDS |
| Type: | ACTION |
| Subject: | Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement <br> Project - Consider Resolution Accepting Bid. |
| Background <br> Information: | Bids were received on September 6, 2019 for the above-referenced project. Two bids were <br> received. Towne \& Country Excavating LLC of Garvin, Minnesota, was the lowest responsible <br> bidder as shown on the attached resolution. <br> Attached is a map showing the project area. <br> Attached is the "Resolution Accepting Bid" awarding the contract to Towne \& Country <br> Excavating LLC of Garvin, Minnesota, in the amount of \$41,800.00. |
| After the bids were received, another informational meeting was held with the property <br> owners on Monday, September 9, 2019 to discuss the results of the bids and revise the <br> estimated cost of the project to the property owners. This meeting was only for the installation <br> of a new storm sewer main and for any property owner requesting private connections to the <br> public main. |  |
| Fiscal Impact: | The estimated total project cost including 5\% allowance for contingencies and 16\% for <br> engineering and administrative costs is \$50,912.40. The engineer's estimate for the project was <br> approximately \$49,700.00. |
| Alternative/ <br> Variations: | No alternative actions recommended. |
| Recommendations: | that the Council adopt RESOLUTION NUMBER XXXX, which is the "Resolution Accepting Bid <br> (Award Contract)" for Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) <br> Alley Improvement Project to Towne \& Country Excavating LLC of Garvin, Minnesota, in the <br> amount of \$41,800.00. |

## RESOLUTION NUMBER

$\qquad$ , SECOND SERIES

## RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

| Bidder | Bid Amount |
| :--- | :---: |
| Towne \& Country Excavating LLC <br> Garvin, Minnesota | $\$ 41,800.00$ |
| A\&C Excavating, LLC <br> Marshall, Minnesota | $\$ 46,085.00$ |

AND WHEREAS, it appears that Towne \& Country Excavating LLC of Garvin, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Towne \& Country Excavating LLC of Garvin, Minnesota, in the name of the City of Marshall for Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project, in the amount of $\$ 41,800.00$, according to the plans and specifications on file in the office of the City Clerk.

Passed and adopted by the Council this $10^{\text {th }}$ day of September, 2019.

ATTEST:
Mayor

City Clerk
This Instrument Drafted by:
Glenn J. Olson, P.E.
Director of Public Works/City Engineer

## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | AWARD OF BIDS |
| Type: | ACTION |
| Subject: | Consider Award of Quotations for Demolition of Building Structures in Block 11 (100, 102, 110 <br> West Main Street). |
| Background <br> Information: | This project involves the demolition and removal of the building structures and <br> foundations at the following locations: <br> A. 100 West Main Street - Marshall Taxi Building <br> B. 102 West Main Street - Car Toyz Building <br> C. 110 West Main Street - Middleton Building |
| One bid was received on August 21, 2019 for the above-referenced project from Landwehr |  |
| Construction, Inc. of St. Cloud, Minnesota, in the amount of \$106,300.00. |  |
| At the meeting on August 27, 2019, the Council rejected the bid and authorized City staff to |  |
| proceed with the rebid of the project or solicitation of proposals. The RFQ was provided to |  |
| three contractors. |  |
| Quotations for the project were due by 10:00 am on Monday, September 9, 2019. One |  |
| quotation was received from Landwehr Construction, Inc. of St. Cloud, Minnesota, in the |  |
| amount of \$106,300.00. |  |




## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | AWARD OF BIDS |
| Type: | ACTION |
| Subject: | Award of Bids for Motor Grader for Street Department. |
| Background <br> Information: | The City opened bids on September 4, 2019 for a replacement motor grader for the Street <br> Department. The bid tabulation is attached. <br> Staff has reviewed all the bids and recommend approval of the 2019 John Deere 622GP Motor <br> Grader (with joy stick controls) from RDO Equipment of Marshall, Minnesota. This unit meets <br> all minimum specifications. <br> RDO also bid a unit without joy stick controls for \$17,015.00 less, but staff feels the additional <br> expense will provide a more comfortable, user-friendly unit for the department. <br> All other units bid did not meet minimum specifications. <br> The existing 1984 CAT 140 Motor Grader (approximately 13,000 hours) will be listed on Purple |
| Fiscal Impact: | Wave auction with an estimated value of \$30,000.00. |
| replacement motor grader from the Capital Equipment Fund (\#401-60211-5550). |  |
| Alternative/ <br> Variations: | No alternative actions recommended. <br> Recommendations:that the Council authorize the purchase of a new 2019 John Deere 622GP Motor Grader with <br> Wing for the Street Department from RDO Equipment of Marshall, Minnesota in the amount of <br> \$280,756.00, and declare the existing 1984 CAT 140 Motor Grader as surplus equipment. |

FURNISH ONE (1) NEW MOTORGRADER FOR THE MARSHALL STREET DEPARTMENT

12018 OR NEWER WITH LESS THAN 500 HOURS FOR THE MARSHALL STREET DEPARTMENT.

DATE: SEPTEMBER 4, 2019
TIME: 10:00 A.M.

| BIDDER | BID SECURITY | PROPOSAL |  | COMMENTS |
| :---: | :---: | :---: | :---: | :---: |
|  |  | PROPOSAL A (New Motorgrader) | PROPOSAL B (Used Motorgrader) |  |
| Tirtan Machmey |  | $\$ 282,693 . \cos$ | $221,930 . \infty$ | 2019 Case 885 B AwD 2018 Case 885 B Abl S 475 hars $\begin{array}{r}\text { W/ } \\ \text { Whow wing }\end{array}$ |
| Ziegler CAT | $r$ | $\begin{gathered} \text { to } 253,205 \% \\ \text { w/ Toysteck }, 2801 \end{gathered}$ | $\begin{gathered} \text { 缶 } \\ \text { 四 } \end{gathered}$ | 2019 CAT 120 AND |
| $R D O$ | $\checkmark$ |  | $272,292.07$ | $\begin{aligned} & 2019 \text { Jum deere } 622 \mathrm{C} \\ & 6220-\mathrm{p} \text { (Jorlivck) } \\ & 2018 \text { JD } 622 \mathrm{GP} \text { (w, Jopstrik) } \end{aligned}$ |
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| Item 5. |  |  |  | 17 |



## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :---: | :---: |
| Category: | AWARD OF BIDS |
| Type: | ACTION |
| Subject: | Ratification of Purchase of Vehicles for the Community Planning Department. |
| Background Information: | The City opened bids on September 4, 2019 for a replacement of two vehicles (1 pick-up and 1 SUV) for the Community Planning Department. Bid tabulations for both vehicles are attached. <br> After review of the bids, staff is recommending the award of new 2019 Dodge Ram 1500 Quad Cab Pick-Up with 6.5' Box for the Community Planning Department from Lockwood Motors of Marshall, Minnesota, in the amount of $\$ 23,476.86$, including tax and $\$ 1,500.00$ trade-in of the existing 2003 Chevrolet 4WD Regular Cab and 8' Box, and a Soft Rolling Tonneau Cover for an additional \$525 installed. <br> AND <br> After review of the bids, staff believes it is better to award a new 2019 Dodge Ram 1500 Quad Cab Pick-Up with 6.5' Box, without trade-in, instead of the low bid SUV in the amount of $\$ 25,074.36$, including tax, and a Soft Rolling Tonneau Cover for an additional $\$ 525$ installed (as per the Pick-Up bid tabulation attached). <br> The City would then sell the 2005 Chevrolet Impala with approximately 105,000 miles on the Purple Wave Auction site as staff believes we could receive more than the $\$ 500$ trade-in offer. <br> On Friday, September 6, 2019, staff was notified by Lockwood Motors that in order to provide the 2019 Dodge Ram as bid on September 4, 2019, the final order date for these vehicles is September 6, 2019. Any vehicles ordered after that date will be a 2020 model with a significant increase in cost (approximately $\$ 4,000-\$ 5,000$ per vehicle). <br> As the deadline date for ordering was Friday, September 6, staff directed Lockwood's to proceed with ordering the vehicles and the cost would increase significantly after said date, we are requesting the Council ratify the purchasing decision. |
| Fiscal Impact: | The approved 2019 Community Planning budget includes approximately $\$ 50,000$ available for the purchase of these vehicles from the Capital Equipment Fund (\#401-60164-5550). <br> The total cost of both vehicles, including tax, and purchase of covers is $\$ 49,601.22$ as shown on the attached Cost Summary spreadsheet. <br> This amount would be reduced by the sale of the 2005 Chevrolet Impala. |
| Alternative/ <br> Variations: | No alternative actions recommended. |
| Recommendations: | that the Council reject all bids for the SUV and ratify the purchase of a 2 new 2019 Dodge Ram 1500 Quad Cab Pick-Ups with 6.5' Boxes for the Community Planning Department from Lockwood Motors of Marshall, Minnesota, in the amount of \$49,601.22. |

## BID TABULATION - PICK-UP FOR COMMUNITY PLANNING DEPARTMENT

PROPOSAL A: FURNISH ONE (1) NEW OR CURRENT MODEL ½-TON 4WD QUAD CAB PICK-UP WITH 6.5' BOX FOR THE MARSHALL COMMUNITY PLANNING DEPARTMENT WITH TRADE-IN (2003 Chevrolet 4WD Regular Cab and 8' Box)

PROPOSAL A - OPTION 1: SOFT ROLLING TONNEAU COVER
PROPOSAL B: FURNISH ONE (1) NEW OR CURRENT MODEL ½-TON 4WD QUAD CAB PICK-UP WITH 6.5' BOX FOR THE MARSHALL COMMUNITY PLANNING DEPARTMENT

## PROPOSAL B - OPTION 1: SOFT ROLLING TONNEAU COVER

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Sealed Bid
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PROPOSAL C: PURCHASE TRADE-IN ONLY (2003 Chevrolet 4WD Regular Cab and 8' Box)

DATE: SEPTEMBER 4, 2019
TIME: 10:00 A.M.


PROPOSAL A: FURNISH ONE NEW MODEL SMALL SIZE AND SUV FOR THE MARSHALL COMMUNITY PLANNING DEPARTMENT WITH TRADE-IN (2005 Chevrolet Impala -Approximately 105,000 miles)

PROPOSAL A (ALTERNATE): FURNISH ONE NEW MODEL SMALL SIZE FWD SUV FOR THE MARSHALL COMMUNITY PLANNING DEPARTMENT WITH TRADE-IN (2005 Chevrolet Impala - Approximately 105,000 miles)

PROPOSAL B: FURNISH ONE NEW MODEL SMALL SIZE AND SUV FOR THE MARSHALL COMMUNITY PLANNING DEPARTMENT
PROPOSAL B (ALTERNATE): FURNISH ONE NEW MODEL SMALL SIZE FWD SUV FOR THE MARSHALL COMMUNITY PLANNING DEPARTMENT

PROPOSAL C: PURCHASE TRADE-IN ONLY (2005 Chevrolet Impala - Approximately 105,000 miles)

DATE: SEPTEMBER 4, 2019
TIME: 10:00 A.M.


## COST SUMMARY

Vehicle 1
23,476.86 Pick-up w/trade-in of 2003 Chev 4WD Pickup 525.00 Cover

24,001.86

Vehicle 2
25,074.36 Pick-up (instead of SUV)
525.00 Cover

25,599.36

49,601.22 Total

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Consider adoption of a resolution declaring costs to be assessed for ice and snow <br> removal. |
| Background <br> Information: | Pursuant to City of Marshall Code Section 62-2 (ice and snow on public sidewalks) <br> and pursuant to City of Marshall Code Section 82-1 (grass and weeds on private <br> property), said ice and snow or grass and weeds have been removed from various <br> locations within the City. <br> Minnesota Statue 429.101 does set forth the various types of City charges that can <br> be assessed against property taxes pursuant to the special assessment process. <br> Attached is a resolution declaring costs to be assessed for ice and snow removal and <br> for weed elimination and ordering preparation of proposed assessments. |
| Fiscal Impact: | Varies for each parcel. <br> Alternative/ <br> Variations: <br> Recommendations:None recommended. <br> To adopt RESOLUTION NUMBER XXXX, SECOND SERIES a resolution declaring costs <br> to bessessed for ice and snow removal and for weed elimination. |

$\qquad$

# RESOLUTION DECLARING COSTS TO BE ASSESSED FOR ICE AND SNOW REMOVAL AND FOR WEED ELIMINATION AND ORDERING PREPARATION OF PROPOSED ASSESSMENTS 

WHEREAS, pursuant to City of Marshall City Code Section 62-2 (Ice and snow on public sidewalks) and pursuant to City of Marshall Code Section 82-1 (Grass and weeds on private property), said ice and snow or grass and weeds have been removed from various locations within the City, and

WHEREAS, said City Code and Minnesota Statutes provide for the assessment of the costs for ice and snow removal and for weed elimination to be assessed against the benefiting properties, and

WHEREAS, the following is a list of those properties where ice and snow has been removed from public sidewalks or where weed elimination from private property has been initiated by City action, and the cost of said City action is set forth below:

| Parcel Number | Property Owner | Property Address | Assessment <br> Amount | Reason |
| :---: | :--- | :---: | ---: | :--- |
| $27-941005-0$ | L2B LLC | 400 Village Dr. | $\$ 90.00$ | Snow Removal |
| $27-253001-1$ | Islamic Society of <br> Marshall | 1200 Birch St. (Vacant <br> Lot) | $\$ 135.00$ | Snow Removal |
| $27-206103-0$ | Ozuna Feliciano | 800 S 4 St. | $\$ 484.00$ | Snow Removal <br> and Mowing |
| $27-334001-0$ | Sequoia Holdings LLC | 504 Jewett St. | $\$ 80.00$ | Snow Removal |
| $27-598034-0$ | Southwest Bell Holdings <br> LLC | 1304 E. College Dr. | $\$ 78.00$ | Snow Removal |
| $27-207023-0$ | Hugh Allen Smith | 400 Donita Ave. | $\$ 156.00$ | Snow Removal |
| $27-111002-0$ | Sandra Mosch | 600 West Main St. | $\$ 100.00$ | Snow Removal |
| $27-149006-1$ | Jeff \& Nancy Pfaffe | 106 C St. | $\$ 75.00$ | Snow Removal |
| $27-440017-0$ | USDA RURAL <br> DEVELOPMENT <br> UNITED STATES DEPT OF <br> AG | $\$ 130.00$ | Mowing |  |
| $27-572006-0$ | Michael \& Karen Sterner | 202 Southview Dr. | $\$ 75.00$ | Mowing |
| $27-113011-0$ | Christopher Marcuson | 407 N 3rd St. | $\$ 125.00$ | Mowing |

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

1. The portion of the cost to be assessed against benefited property owners is declared to be the amounts as set forth above.
2. Assessments shall be payable in equal annual principal installments extending over a period of one (1) year, the first of the installments to be payable on or
before the first Monday in January, 2020, and shall bear interest at the rate of $2.5 \%$ per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Finance Department shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the Clerk's office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and Adopted by the Council this $10^{\text {th }}$ day September, 2019.

## ATTEST:

Kyle Box
City Clerk

CITY OF MARSHALL

Robert J. Byrnes
Mayor

Sec. 82-1. - Grass and weeds on private property.
(a) It is unlawful for any owner, occupant or agent of any lot or parcel of land in the city, to allow any weeds or grass growing upon any such lot or parcel of land to grow to a greater height than eight inches or to allow such weeds or grass to go to seed, unless such grass or seed is brome grass or alfalfa, which is cut, baled and removed from the premises according to normal farming practices.
(b) If any such owner, occupant or agent fails to comply with this height limitation and, after notice given by the city clerk, has not within seven days of such notice complied, the city shall cause such weeds or grass to be cut and the expenses thus incurred shall be a lien upon such real estate. The finance director shall certify to the county auditor a statement of the amount of the cost incurred by the city. Such amount, together with interest, shall be entered as a special assessment against such lot or parcel of land and be collected in the same manner as real estate taxes.
(Code 1976, § 10.25; Ord. No. 723 2nd Series, § 1, 8-8-2017)
State Law reference- Minnesota Noxious Weed Law, Minn. Stat. § 18.75 et seq.; special assessment authorized, Minn. Stat. § 429.101.

Sec. 62-2. - Ice and snow on public sidewalks.
(a) Declared a nuisance. All snow and ice remaining upon public sidewalks is hereby declared to constitute a public nuisance and shall be abated by the owner or tenant of the abutting private property within 12 hours after such snow and ice has ceased to be deposited.
(b) City to remove. The city may cause to be removed from all public sidewalks, beginning 24 hours after snow or ice has ceased to fall, all snow and ice which may be discovered thereon, and it shall keep a record of the cost of such removal and the private property adjacent to which such accumulations were found and removed.
(c) Cost of removal to be assessed. The city administrator shall, upon direction of the council, and on receipt of the information provided for in subsection (b) of this section, extend the cost of such removal of snow or ice as a special assessment against the lots or parcels of ground abutting on walks which were cleared, and such special assessments shall, at the time of certifying taxes to the county auditor, be certified for collection as other special assessments are certified and collected.
(d) Civil suit for cost of removal. The city administrator shall, in the alternative, upon direction of the council, bring suit in a court of competent jurisdiction to recover from the persons owning land adjacent to which sidewalks were cleared, as provided in subsection (b) of this section, the cost of such clearing and the cost and disbursements of a civil action therefor.
(e) City administrator to report sidewalks cleared. The city administrator shall present to the council at its first meeting after snow or ice has been cleared from the sidewalks, as provided in subsection (b) of this section, the report of the city thereon, and shall request the council to determine by resolution the manner of collection to be used as provided in subsections (c) and (d) of this section.
(f) Placing snow or ice in public street, walks or on other city property. It is a misdemeanor for any person, not acting under a specific contract with the city, to remove snow from private property or alleys and place the snow on a public street or walks in such quantity, or in such manner, as to cause a hazard to travel, without adequate arrangements for the immediate removal of the snow. It is also a misdemeanor for any person not acting under a contract with the city to dump snow on other city property.
(Code 1976, § 7.04)
State Law reference- Special assessments for snow and ice removal, Minn. Stat. § 429.101.

## CITY OF MARSHALL

 AGENDA ITEM REPORT$\left.\begin{array}{|l|l|}\hline \text { Meeting Date: } & \text { Tuesday, September 10, 2019 } \\ \hline \text { Category: } & \text { CONSENT AGENDA } \\ \hline \text { Type: } & \text { ACTION } \\ \hline \text { Subject: } & \text { Consider adoption of a resolution calling for a hearing on the proposed assessment. } \\ \hline \begin{array}{l}\text { Background } \\ \text { Information: }\end{array} & \begin{array}{l}\text { Pursuant to City of Marshall Code Section 62-2 (ice and snow on public sidewalks) } \\ \text { and pursuant to City of Marshall Code Section 82-1 (grass and weeds on private } \\ \text { property), said ice and snow or grass and weeds have been removed from various } \\ \text { locations within the City. } \\ \text { Minnesota Statue 429.101 does set forth the various types of City charges that can } \\ \text { be assessed against property taxes pursuant to the special assessment process. } \\ \text { Attached is a resolution declaring costs to be assessed for ice and snow removal and } \\ \text { for weed elimination and ordering preparation of proposed assessments. }\end{array} \\ \hline \text { Fiscal Impact: } & \text { NA } \\ \hline \begin{array}{l}\text { Alternative/ } \\ \text { Variations: }\end{array} & \begin{array}{l}\text { None recommended. } \\ \hline \text { Recommendations: }\end{array} \\ \hline\end{array} \begin{array}{l}\text { adopt RESOLUTION NUMBER XXXX, SECOND SERIES Calling for a Public Hearing on } \\ \text { the Proposed Assessment to be held on October 8, 2019 }\end{array}\right]$.

RESOLUTION NUMBER $\qquad$ SECOND SERIES

## RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, the City Clerk has prepared a proposed assessment of the costs of the City incurred bills for snow removal and weed elimination for various properties located in the City of Marshall:

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessments have been completed and filed in the Clerk's office for public inspection.

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

1. A hearing shall be held on the $8^{\text {th }}$ day of October, 2019 in the Professional Development Room of the Marshall Middle School located at 401 South Saratoga Street at or after 5:30 P.M., to pass upon such proposed assessments, and at such time and place all persons owning property affected by such assessments will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing and shall state in the notice the total cost of the individual assessments. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid. Such payment must be made before November 22, 2019 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this $10^{\text {th }}$ day of September, 2019.


Mayor

## ATTEST:

City Clerk

Sec. 82-1. - Grass and weeds on private property.
(a) It is unlawful for any owner, occupant or agent of any lot or parcel of land in the city, to allow any weeds or grass growing upon any such lot or parcel of land to grow to a greater height than eight inches or to allow such weeds or grass to go to seed, unless such grass or seed is brome grass or alfalfa, which is cut, baled and removed from the premises according to normal farming practices.
(b) If any such owner, occupant or agent fails to comply with this height limitation and, after notice given by the city clerk, has not within seven days of such notice complied, the city shall cause such weeds or grass to be cut and the expenses thus incurred shall be a lien upon such real estate. The finance director shall certify to the county auditor a statement of the amount of the cost incurred by the city. Such amount, together with interest, shall be entered as a special assessment against such lot or parcel of land and be collected in the same manner as real estate taxes.
(Code 1976, § 10.25; Ord. No. 723 2nd Series, § 1, 8-8-2017)
State Law reference— Minnesota Noxious Weed Law, Minn. Stat. § 18.75 et seq.; special assessment authorized, Minn. Stat. § 429.101.

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(a) Declared a nuisance. All snow and ice remaining upon public sidewalks is hereby declared to constitute a public nuisance and shall be abated by the owner or tenant of the abutting private property within 12 hours after such snow and ice has ceased to be deposited.
(b) City to remove. The city may cause to be removed from all public sidewalks, beginning 24 hours after snow or ice has ceased to fall, all snow and ice which may be discovered thereon, and it shall keep a record of the cost of such removal and the private property adjacent to which such accumulations were found and removed.
(c) Cost of removal to be assessed. The city administrator shall, upon direction of the council, and on receipt of the information provided for in subsection (b) of this section, extend the cost of such removal of snow or ice as a special assessment against the lots or parcels of ground abutting on walks which were cleared, and such special assessments shall, at the time of certifying taxes to the county auditor, be certified for collection as other special assessments are certified and collected.
(d) Civil suit for cost of removal. The city administrator shall, in the alternative, upon direction of the council, bring suit in a court of competent jurisdiction to recover from the persons owning land adjacent to which sidewalks were cleared, as provided in subsection (b) of this section, the cost of such clearing and the cost and disbursements of a civil action therefor.
(e) City administrator to report sidewalks cleared. The city administrator shall present to the council at its first meeting after snow or ice has been cleared from the sidewalks, as provided in subsection (b) of this section, the report of the city thereon, and shall request the council to determine by resolution the manner of collection to be used as provided in subsections (c) and (d) of this section.
(f) Placing snow or ice in public street, walks or on other city property. It is a misdemeanor for any person, not acting under a specific contract with the city, to remove snow from private property or alleys and place the snow on a public street or walks in such quantity, or in such manner, as to cause a hazard to travel, without adequate arrangements for the immediate removal of the snow. It is also a misdemeanor for any person not acting under a contract with the city to dump snow on other city property.
(Code 1976, § 7.04)
State Law reference- Special assessments for snow and ice removal, Minn. Stat. § 429.101.

## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | NEW BUSINESS |
| Type: | INFO/ACTION |
| Subject: | Introduction of Ordinance amendment to Section 86-96 to permit a gun range as a Conditional <br> Use and Call for Public Hearing |
| Background <br> Information: | The original MERIT Center master plan included a gun range shown west of the driving track <br> north of Erie Road. A gun range is not listed as a permitted or conditional use in any zoning <br> district. The area north of Erie Road is zoned A - Agricultural District. <br> It seems to make sense to add outdoor gun ranges for law enforcement officers as a conditional <br> use to A - Agricultural Districts. Several other cities that have outdoor shooting ranges were <br> contacted and it seems to be a common way to have them listed as a conditional use in a rural or <br> agricultural district. |
| A few other minor changes are also proposed to streamline the Agricultural District Section and <br> make it more consistent with the rest of the ordinances. <br> The MERIT Center master plan is attached for your reference. <br> At the June 12, 2019, regular Planning Commission meeting Steen made a motion, second by |  |
| Schroeder to recommend to city council an approval as recommend by staff. All voted in favor <br> of the motion. <br> At the meeting on August 21, 2019, Legislative and Ordinance Committee voted to recommend to <br> council the approval of revisions amending Section 86-96 A - Agricultural District as recommended <br> by staff. |  |
| Fiscal Impact: | None. |
| Alternative/ <br> Variations: | None. <br> Recommendations:Staff recommends, based on L\&O Committee input, that the Council introduce the Ordinance <br> amendment to Section 86-96 A - Agricultural District by adding outdoor gun ranges as a <br> conditional use in an A - Agricultural District and call for Public Hearing to be held on September <br> $24, ~ 2019$. |

ORDINANCE NO. $\qquad$ , SECOND SERIES

## ORDINANCE AMENDING <br> MARSHALL CITY CODE OF ORDINANCES - CHAPTER 86 <br> RELATING TO ZONING

The Common Council of the City of Marshall does ordain as follows:
Section 1: City Code of Ordinances, in the section shown below, is hereby amended by adding the following uses as a conditional use

Sec. 86-96. - A agricultural district, (d) Conditional uses;
Outdoor Gun Range.
Driving track.
Keeping of three or more roomers or boarders.
All other listed conditional uses remain unchanged.
Section 2: City Code of Ordinance in the section 86-96. - A agricultural district, (d) Conditional uses, is hereby amended by removing Public swimming pools from the conditional uses.

Section 3: This ordinance shall take effect after its passage and publication.
Passed and adopted by the Common Council this $24^{\text {th }}$ day of September, 2019.
THE COMMON COUNCIL ATTEST:

Mayor of the City of Marshall, MN
City Clerk

Introduced on: September 10, 2019
Final Passage on: September 24, 2019
Published in the Marshall Independent: $\qquad$

Sec. 86-96. - A agricultural district.
(a) Intent; scope. This section applies to the A agricultural district. This A district preserves land for agricultural or undeveloped uses until development pressures require that such land be released and rezoned for purposes of controlled and orderly growth according to the comprehensive plan pending proper timing and allowance for the economical provision of urban services.
(b) Permitted uses. The following uses shall be permitted in the A agricultural district:

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

Golf courses, except clubhouses.
Parks and recreational areas owned or operated by governmental agencies,except auto race tracks.
(c) Permitted accessory uses. The following uses shall be permitted accessory uses in the A agricultural district:
Accessory uses customarily incident to the uses permitted in subsections (a) and (b) of this section.
Fallout shelters.
Keeping of not more than two boarders and/or roomers by a resident family; provided, however, that the council may grant a special permit to keep more than two boarders and/or roomers for one year at a time upon proof of compliance by the applicant for such special permit with the provisions of this chapter prescribing the required number of off-street parking spaces.

Private garage.
Private swimming pool when completely enclosed within a chainlink or similar fence five feet high.
Single-family farm residences if used by the farm owner or operator, member of the immediate family, or an employee working on the premises.

Solar energy collectors and systems.
(d) Conditional uses. All conditional use permits for the A district may only be issued if the proposed use meets the specific requirements of this section and also meets the general regulations as outlined in article VI and meets the eligibility for conditional use permits as specified in article II, division 2. The following uses may be allowed in the A agricultural district by conditional use permit:
Driving tracks and aAutomobile, motorcycle, go-cart or snowmobile race tracks.
Archery range.
Cemetery, memorial garden.
Crematorium.
Golf clubhouse, country club, public swimming pool, private swimming pool serving more than onefamily, provided that no principal structure shall be located within 25 feet of any lot line of an abutting lot in any of the classes of residence districts.

## Outdoor gun range

## Keeping of three or more roomers or boarders.

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

Other residential uses of the same general character as listed in subsection (b).
Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.
(e) Height, yard, area and lot width and depth regulations. Height, yard, area and lot width and depth regulations for the A district are as follows:
(1) Height regulations. No building hereafter erected or altered shall exceed $21 / 2$ 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.
c. Where a lot is located at the intersection of two or more streets, there shall be a front yard on each street side of each corner lot. No accessory buildings shall project into the front yard of either street.
(3) Side yard regulations. There shall be a side yard, on each side of a building, each having a width of not less than five feet.
(4) Rear yard regulations. There shall be a rear yard having a depth of not less than 25 percent of the lot depth.
(5) Lot area regulations. Every lot on which a single-family dwelling is erected shall contain an area of not less than 22,000 square feet.
(6) Lot width and depth regulations. Every lot or plot of land on which a single-family dwelling is erected shall have a minimum width of not less than 110 feet at the building setback line, and a minimum depth of not less than 200 feet.
(f) General regulations. Additional regulations in the A agricultural district are set forth in article VI of this chapter.
(g) Future annexation. Any land annexed to the city in the future shall be placed in the A agricultural district until placed in another district by action of the council after recommendation of the planning commission.
(Code 1976, § 11.06; Ord. No. 404 2nd series, § 1, 11-16-1998; Ord. No. 407 2nd series, § 1, 12-21-1998; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 720 2nd series, § 1, 5-9-2017)

Cross reference- Animals, ch. 14.


## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 24, 2019 |
| :--- | :--- |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for Action <br> Mobility Foundation. |
| Background <br> Information: | Attached is an application for a Temporary On-Sale Liquor License for the Action <br> Mobility Foundation to use at the Red Baron Arena and Expo on October 18 - 19, <br> 2019. |
| Fiscal Impact: | \$60.00 <br> Alternative/ <br> Variations: |
| Non recommended |  |



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

## APPLICATION AND PERMIT FOR A 1 DAY

 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Location where permit will be used. If an outdoor area, describe.

$$
\begin{aligned}
& \text { Red Baron Arena* Expo } \\
& \text { Marshall, } M N
\end{aligned}
$$

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

$$
\begin{aligned}
& \text { If the applicant will carry liquor liability insurance please provide the carriers name and amount of coverage. } \\
& \text { MN, Joint Underwriting Association Annual Aggregate } \\
& \text { APPROVAL }
\end{aligned}
$$

Date Approved

City or County approving the license
Fee Amount

Date Fee Paid


Permit Date

City or County E-mail Address
City or County Phone Number
Approved Director Alcohol and Gambling Enforcement
$\qquad$
CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Wastewater Treatment Facilities Improvement Project - Consider Application for Payment <br> No. 2 from Magney Construction, Inc. |
| Background <br> Information: | Attached is an Application for Payment No. 2 to Magney Construction, Inc. of Chanhassen, <br> Minnesota, for the above-referenced project. <br> As this project is financed with a Public Facilities Authority low interest loan through the State <br> of Minnesota, pay applications are required to be placed on the City Council agenda for <br> approval. <br> Please see attached recommendation memo for approval of payment from the City's <br> consultant, Bolton \& Menk, Inc. |
| Fiscal Impact: | This project is financed with a Public Facilities Authority low interest loan through the State of <br> Minnesota. |
| Alternative/ <br> Variations: | No alternative actions recommended. <br> Recommendations: |
| that the Council authorize Application for Payment No. 2, per the recommendation of the City's <br> consultant, Bolton \& Menk, Inc., to Magney Construction, Inc. of Chanhassen, Minnesota, in the <br> amount of \$512,171.01. |  |

## MEMORANDUM

Date: $\quad$ September 3, 2019
To: Bob Van Moer, Wastewater Treatment Superintendent
From: Jon D. Peterson, P.E., Project Engineer
Subject: Wastewater Treatment Facility Improvements - Magney Construction Inc.
Pay Request No. 2
City of Marshall, Minnesota
Project No.: T22.115360

## INTRODUCTION

Pay Request No. 2 for the above-referenced project in the amount of $\$ 512,171.01$ is being submitted for approval.

## DISCUSSION

This pay application covers work completed on the project through August 31, 2019. The Contractor has nearly completed excavation of the sludge storage structure and has begun placing structural fill material. This pay application also covers on site storage of reinforcing steel, which has been delivered to the site. Placement of the reinforcing steel is expected to begin the first half of September. We recommend approval of the attached Request for Payment No.1.

## BUDGET IMPACT

This expenditure is part of the overall wastewater treatment facility improvements project, and will be covered by the PFA loan proceeds.

## ACTION REQUESTED

Approve the attached pay request from Magney Construction Inc. in the total amount of \$512,171.01.

## Application for Payment No. 2

To: The City of Marshall, MN
From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317
Contract:
Project: Wastewater Treatment Facility Improvements
Owners Contract No. $\qquad$ Engineer's Project No. $\qquad$
Date of this Invoice:
8/27/2019
Invoice Work Period: Aug 1-31, 2019

| 1) Original Contract amount | $\$ 14,074,300.00$ |
| :--- | ---: |
| 2) Change Orders to date | $\$ 0.00$ |
| 3) Revised Contract amount | $\$ 14,074,300.00$ |
| 4) Value completed to date | $\$ 938,916.38$ |
| 5) Materials stored on site | $\$ 30,165.00$ |
| 6) Total Earned to date | $\$ 969,081.38$ |
| 7) Amount retained | $\$ 48,454.07$ |
| 8) Amount previously paid | $\$ 408,456.30$ |
| Amount due this Payment | $\$ 512,171.01$ |

Accompaning Documentation:

## CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work 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 interest or encumbrance (expect such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.


## Payment of the above AMOUNT DUE THIS APPLICATION is recommended.



|  | Pay Application \#2 |  | Scheduled | Work | Completed | Materials | Total | \% | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Spec. |  |  | Value | Previous | This | Presently | Completed \& | Complete | To |
| Section | Description of Work |  |  | Application | Application | Stored | Stored to Date | Complete | Finish |
| 0520 | Bond \& Insurance | \$ | 168,892 | 168,892.00 | 0.00 | 0.00 | 168892 |  |  |
| 1000 | Mobilization | \$ | 696,545 | 208,963.00 | 208,963,00 | 0.00 | 168,892.00 | 100\% | 0.00 |
| 1010 | Supervision \& General Conditions | \$ | 276,000 | 6,000.00 | 13,000.00 | 0.00 | 417,926.00 | 60\% | 278,619.00 |
| 1020 | General Construction Allowance | \$ | 250,000 | 0.00 | 0.00 | 0.00 | O | 7\% | 257,000.00 |
| 1021 | Building Permit Allowance | \$ | 10,000 | 0.00 | 7,499.38 | 0.00 | 0.00 | 0\% | 250,000.00 |
| 2060 | Demolition of Existing WWTP Facilities: | $\downarrow$ | 10,000 | 0.00 | 7,499.38 | 0.00 | 7,499.38 | 75\% | 2,500.62 |
|  | Trickling Filter Pump Station Top | \$ | 4,650 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 4.65000 |
|  | Trickling Filter Pump Station Pumps/Piping | \$ | 3,480 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 3,480.00 |
|  | Sludge Control Structure | \$ | 13,540 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 13,540.00 |
|  | Control Building Pumps and Piping | \$ | 5,850 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | $13,540.00$ $5,850.00$ |
|  | Blower Building Blowers and Piping | \$ | 6,420 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 6,420.00 |
|  | Trickling Filter Roof/Media/Rotary Distributor |  | 62,460 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 62,460.00 |
|  | Aeration Equipment and Piping | \$ | 17,500 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 17,500.00 |
|  | Intermediate Clarifier Equipment | \$ | 26,417 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 26,417.00 |
| 2140 | Dewatering | \$ | 19,555 | 0.00 | 5,000.00 | 0.00 | 5,000.00 | 26\% | 14,555.00 |
| 2210 | Finish Grading | \$ | 14,320 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 14,320.00 |
| 2220 | Structure Excavation - Final Clarifier and Splitter Box | \$ | 71,200 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 71,200.00 |
| 2221 | Structure Excavation - Sludge Storage Structure | + | 133,600 | 2,500.00 | 125,000.00 | 0.00 | 127,500.00 | 95\% | 6,100.00 |
| 2220A | Backfill of Structures - Final Clarifier and Splitter Box | \$ | 91,500 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 91,500.00 |
| 2221A | Backfill of Structures - Sludge Storage Structure |  | 172,620 | 0.00 | 65,000.00 | 0.00 | 65,000.00 | 38\% | 107,620.00 |
| 2370 | Erosion and Sediment Control | \$ | 12,400 | 0.00 | 6,500.00 | 0.00 | 6,500.00 | 52\% | 5,900.00 |
| 2550 | Site Utilities | \$ | 565,333 | 3,500.00 | 18,000.00 | 0.00 | 21,500.00 | 4\% | 543,833.00 |
| 2551 | Bypass Piping | \$ | 49,504 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 49,504.00 |
| 2600 | Roads, Walks and Curbs | \$ | 22,540 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 22,540.00 |
| 2800 | Fencing | \$ | 12,200 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 12,200.00 |
| 2920 | Seeding | \$ | 6,100 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 6,100.00 |
| 3200 | Rebar - Materials | \$ | 678,400 | 0.00 | 0.00 | 30,165.00 | 30,165.00 | 4\% | 648,235.00 |
| 3201 | Rebar - Labor | \$ | 457,600 | 0.00 | 0.00 | 0.00 | - 0.00 | 0\% | $457,600.00$ |
| 3300 | Concrete Work Clarifier Splitter Structure | \$ | $71,760$ | 0.00 | 0.00 |  |  |  |  |
|  | Final Clarifier | \$ | 214,650 | 0.00 | 0.00 | 0.00 | O | 0\% | 71,760.00 |
|  | Control Structure | \$ | 29,075 | 0.00 | 0.00 | 0.00 | 0.00 | \% | 214,650.00 |
|  | Sludge Storage Tank | \$ | 2,180,839 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 29,075.00 |
|  | Miscellaneous Concrete | \$ | 1,860.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 2,180,839.00 |
| 3410 | Precast Double Tees | \$ | 448,980 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 448,980.00 |

Date of Application:
Work Completed Through:

|  |  |  |  |  | $0$ | $\begin{aligned} & 0 \\ & 0 \\ & 8 \\ & 8 \end{aligned}$ |  |  |  |  |  | $\begin{aligned} & 8 \\ & \substack{8 \\ 0 \\ 0 \\ n \\ \infty \\ \infty} \end{aligned}$ |  |  | 8 | 8 |  |  | $8 .$ | 部 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\therefore \begin{gathered} \frac{0}{0} \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \end{gathered}$ | 8ㅇㅇㅇㅇㅇ | $8 \circ 8 \circ$ | ㅇㅇㅇㅇㅇ | 80 | 8 |  |  |  | Bio | $\circ \circ$ | O |  |  | 5ㅇ․ |  | \%ั |  |  |  |  |  |  |


|  | Pay Application \#2 | Scheduled | Work | Completed | Materials | Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Spec. |  | Value | Previous | This | Presently |  |
| Section | Description of Work |  | Application | Application | Stored | Stored to Date |
| 3411 | Precast Hollow Core Planks | W/Double Tee |  |  |  |  |
| 3460 | Precast Non-Architectural Wall Panels | W/Double Tee |  |  |  |  |
| 5100 | Structural Metals, Misc Metals and Handrail | \$ 456,850 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5500 | Access Hatches | \$ 7,820 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7535 | Fully Adhered Membrane Roofing \& Sheet Metal | \$ 279,400 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7900 | Joint Sealant | \$ 1,600 | 0.00 | 0.00 | 0.00 | 0.00 |
| 8110 | Hollow Metal Doors, Frames and Hardware | \$ 22,540 | 0.00 | 0.00 | 0.00 | 0.00 |
| 9960 | Painting | \$ 299,000 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10400 | Identifying Devices | \$ 3,690 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11213 | Vertical Non-Clog Solids Handling Pumps | \$ 212,600 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11214 | Vertical Turbine Pumps | \$ 143,100 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11311 | Submersible Centrifugal Pumps | \$ 17,400 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11312 | Replace Vaughan Chopper Pump | \$ 36,400 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11316 | Progressive Cavity Pumps | \$ 54,750 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11321 | Grit Separation Equipment | \$ 96,560 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11351 | Clarifier Equipment - Suction Type Clarifier | \$ 428,500 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11365 | Gravity Actuated Rotary Distributor | \$ 135,840 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11366 | Trickling Filter Media | \$ 345,600 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11372 | Blower Allowance | \$ 650,000 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11372 | Blower System (Positive Displacement w/ Enclosure) | \$ 4,630 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11374 | Fine Pore Membrane Aeration Equipment | \$ 82,900 | 0.00 | 0.00 | 0.00 | 0.00 |
| 11376 | Hybrid Blower System | \$ 6,800 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13126 | Circular Tank Covers | \$ 185,300 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13262 | Long Term Storage Mixing System | \$ 266,500 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13263 | ATAD Equipment Replacement | \$ 140,000 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13263 | ATAD Equipment Installation | \$ 29,850 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13320 | Blower Master Control Panel | \$ 900 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13890 | Slide Gates | \$ 10,500 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13900 | Fiberglass Baffles and Weir Plates | \$ 31,200 | 0.00 | 0.00 | 0.00 | 0.00 |
| 14620 | Portable Hoist | \$ 9,200 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15060 | Process Piping - Materials | \$ 307,200 | 40,099.00 | 0.00 | 0.00 | 40,099.00 |
| 15060 | Process Piping - Labor | \$ 172,800 | 0.00 | 10,000.00 | 0.00 | 10,000.00 |
| 15100 | Valves - Materials | \$ 744,040 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15130 | Gauges | \$ 1,600 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15140 | Pipe Supports and Anchors | \$ 11,600 | 0.00 | 0.00 | 0.00 | 0.00 |
| 15150 | Stainless Steel Manways w/ Blind Flanges | \$ 34,500 | 0.00 | 0.00 | 0.00 | 0.00 |

Owner: City of Marshall, MN
Contractor:Magney Construction, Inc.
Project: Wastewater Treatme
Project: Wastewater Treatment Facility Improvements
Item 11.
Item 11.

|  | Pay Application \#2 | Scheduled | Work | Completed | Materials | Total | \% | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Spec. |  | Value | Previous | This | Presently | Completed \& | Complete | To |
| Section | Description of Work |  | Application | Application | Stored | Stored to Date |  | Finish |
| 15250 | Plumbing | \$ 14,800 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 14,800.00 |
| 15500 | HVAC | \$ $\quad 97,800$ | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 97,800.00 |
| 16100 | Electrical - Mobilization, Permits and Job Overhead Basic Materials and Methods | \$ 100,000 | 0.00 | 50,000.00 | 0.00 | 50,000.00 | 50\% | 50,000.00 |
| 16150 | Motors | \$ 260,575 <br> $\$$ 20,000 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 260,575.00 |
| 16400 | Electrical Distribution | \$ <br> $\$$ | 0.00 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 20,000.00 |
| 16900 | Starters and Motor Control Centers | \$ 463,000 | 0.00 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 83,000.00 |
| 16950 | Instrumentation and Controls | \$ 958,165 | 0.00 | 0.00 | 0.00 | 0.00 | 0\% | 463,000.00 |
| 16990 | Computer Allowance | \$ 50,000 | 0.00 | 0.00 | 0.00 0.00 | 0.00 0.00 | 0\% | 958,165.00 |
|  |  |  |  |  |  | 0.00 | 0\% | 50,000.00 |
|  | Totals | 14,074,300.00 | 429,954.00 | 508,962.38 | 30,165.00 | 969,081.38 | 7\% | 13,105,218.62 |
|  |  | 0.00 |  |  |  |  |  |  |
|  | Original Contract amount |  | 14,074,300.00 |  |  |  |  |  |
|  | Change Orders to date |  | 0.00 |  |  |  |  |  |
|  | Revised Contract amount |  | 14,074,300.00 |  |  |  |  |  |
|  | Value completed to date |  | 938,916.38 |  |  |  |  |  |
|  | Materials stored on site |  | 30,165.00 |  |  |  |  |  |
|  | Total Earned to date |  | 969,081.38 |  |  |  |  |  |
|  | Amount retained |  | 48,454.07 |  |  |  |  |  |
|  | Amount previously paid |  | 408,456.30 |  |  |  |  |  |
|  | Amount due this Payment |  | 512,171.01 |  |  |  |  |  |



Total Weight：50，829 Lbs

| Subtotal | $27,963.00$ |
| ---: | ---: |
| Freight | 0.00 |
| Tax | $2,202.10$ |
| it Amount | 44.00 |



| Special Instructions: | $8 / 15 / 2019$ |
| :--- | :--- |
| Requested Delivery Date: |  |
|  |  |
| Item 11. |  |

Note: To obtain allowance for shorage or damage, customer mast advise shipper within 5 dals of receip of materinh. Custonter has absolutehy no permission to refabricate material which will resulr in a back-charge to shipper without wriften consent of shipper.

RLCEIVED, subject to the classificatoms and tariffs in effect on the date of ssue of th Bill of Lading the property deseribed above in apparent good order, except as noted (contents and condions of contents of package unknown), marked, consigned and destined as indicated above whels sat carier the werd carrier being understond faroughout this contract as meaning any person or corporathon in possession of the property under the contact, agees to cary to its usual place of delivery at satd desuramon, if on uts route otherwise to delver to another carrier on the route to sad destimation. It is mutually agreed as to each carrier of all or any ol. said property over or any portion of said route 10 destination and as to each party at any ti all or any said property, that every service to be performed hereunders all the bill of lading tems and conditions in the govemng classificath shipment.
Shipper hereby certifies that he is familat with all the bill of lading tems and conditio in the governimy classitication and the satid terms and condtions are hereby agreed to $t$

4 1320 m

Bill of Lading No: $9082861-\mathrm{P}$
Ship Date: $8 / 15 / 2019$

| S | MAGNEY CONSTRUCTION |  |
| :---: | :---: | :---: |
| H | MARSHALL WWTF | Customer: MAGCON |
| \| | *IMPROVEMENTS* | Job Number: 19179 |
| P | 600 FAST ERIE ROAD | Ship via: Our Truck |
|  | ***48 HR. DELIV. NOTICE REQ'D*** | F.O.B.: Jobsite/PREPAID |
| T | Site: Marty Silverman 612.518.7561 | Customer P.0.: 550-3200 |
| 0 | MARSHAL, MN 56258-2704 USA |  | MARSHAL_MN 56258-2704 USA

## Contact:

Phone:


Special instructions:
RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Bill of L.ading, the property described above in apparent good order, except as noted (contents and concitions of contents of package unknown), matked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to saic destination. IT is mutually agreed as to each carrer of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classfication on the date of
Note: To obtain allowance for shortage or damage,
shipper without written consent of shipper.

| Rébaíab: Inc. <br> 720 First Street Southwest <br> PO Box 12026 <br> NEW BRIGHTON MN 55112 <br> Fhone (651) 633-3337 FAX (651) 633-2332 |  |  |  |  |  |  |  | $\begin{aligned} & \text { BA NUMEFR } \\ & 19179 \end{aligned}$ |  |  | RELEAS NMMER <br> 1 |  |  | frev Denvery date |  |  | $\left.\right\|_{1} ^{\text {PACE }} 2$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | KE NAME <br> MARSHALL WWTF |  |  |  |  |  |  |  |  | 6XE |  |
|  |  |  |  |  |  |  |  | MAGNEY CONSTRUCTION, INC. |  |  |  |  |  |  |  |  | AJS |  |
| Reb | $, \mathrm{Gr}$ | $60$ |  | CONTRACT |  |  | R1 |  |  |  | SLUDGE LOWER SLAB/WALL REINF. |  |  |  |  |  |  |  |
| Itm | Qty | Size | Length | Mark | Shape | Lbs | A | B | C | D | E | F/R | G | H | J | K | 0 | BC |

```
*** MILL TEST REPORTS REQUIRED! ***
```

| 1 | 32 | ? | $30-00$ |  |  | 1962 |  |  |  |  |  |  |  |  |  | 0 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2 | 8 | 7 | 2000 |  |  | 327 |  |  |  |  |  |  |  |  |  | 0 |
| 40.12289. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | 58 | 6 | 7-07 | 6 A2 | 8 | 660 | 2.00 | 4.07 |  |  |  |  | 1-00 |  |  | H08 |
| 4 | 14 | 6 | 6.00 | 6A18 | 17 | 126 |  | 300 | 3.00 |  |  |  |  |  |  | H04 |
| 5 | 58 | 6 | 5-07 | 6 63 | 2 | 486 | 1.00 | 4.07 |  |  |  |  |  |  |  | H04 |
| ¢ | 576 | 6 | $5-06$ | 6A8 | 2 | 4758 | 1.00 | 4.06 |  |  |  |  |  |  |  | H04 |
| 7 | 28 | 6 | $5-02$ | SA22 | 2 | 217 | 1.00 | 4.02 |  |  |  |  |  |  |  | HO 4 |
| 8 | 39 | 6 | 42.02 |  |  | 24.0 |  |  |  |  |  |  |  |  |  | 0 |
| 9 | 8 | 6 | 39.05 |  |  | 474 |  |  |  |  |  |  |  |  |  | 0 |
| 10 | 14 | 6 | 38-06 |  |  | 810 |  |  |  |  |  |  |  |  |  | 0 |
| 11 | 175 | 6 | 30-00 |  |  | 7886 |  |  |  |  |  |  |  |  |  | 0 |
| 12 | 8 | 6 | 25-08 |  |  | 308 |  |  |  |  |  |  |  |  |  | 0 |
| 13 | 242 | 6 | 22.08 |  |  | 8240 |  |  |  |  |  |  |  |  |  | 0 |
| 14 | 28 | 6 | 19-08 |  |  | 827 |  |  |  |  |  |  |  |  |  | 0 |
| 15 | 8 | 6 | 13-08 |  |  | 164 |  |  |  |  |  |  |  |  |  | 0 |
| 16 | 60 | 6 | 6-08 |  |  | 601 |  |  |  |  |  |  |  |  |  | 0 |
| 17 | 8 | 6 | 4.08 |  |  | 56 |  |  |  |  |  |  |  |  |  | 0 |
| 1324. |  | 28083. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 18 | 8 | 5 | 17-00 | 5A6 | 17 | 142 |  | 508 | $5-08$ | 508 |  |  |  |  |  | H06 |
| 19 | 8 | 5 | 13.00 | 5A7 | 17 | 108 |  | 4.94 | 404 | $4-04$ |  |  |  |  |  | H06 |
| 20 | 125 | 5 | 6-00 | 549 | 3 | 782 |  | 3.00 | 3-00 |  |  |  |  | 2.012 | 2-012 | H01 |
| 21 | 56 | 5 | $5-66$ | 5A13 | 17 | 321 |  | 1-00 | 406 |  |  |  |  |  |  | H 03 |
| 22 | 52 | 5 | 5-03 | 5 A 5 | 17 | 285 |  | 1.00 | 403 |  |  |  |  |  |  | H 03 |
| 23 | 42 | 5 | 4-08 | 5A14 | 17 | 205 |  | 2.04 | 2.04 |  |  |  |  |  |  | H03 |
| 24 | 56 | 5 | 4.02 | 5A15 | 2 | 244 | 0.10 | 3.04 |  |  |  |  |  |  |  | H03 |
| 25 | 50 | 5 | 400 | 5A16 | 17 | 209 |  | 2.00 | 200 |  |  |  |  |  |  | H03 |
| 26 | 39 | 5 | 40.08 |  |  | 1654 |  |  |  |  |  |  |  |  |  | 0 |
| 27 | 8 | 5 | 38.05 |  |  | 321 |  |  |  |  |  |  |  |  |  | 0 |
| 28 | 133 | 5 | 30-60 |  |  | 4162 |  |  |  |  |  |  |  |  |  | 0 |
| 29 | 8 | 5 | $25-08$ |  |  | 214 |  |  |  |  |  |  |  |  |  | 0 |
| 30 | 242 | 5 | 22-08 |  |  | 5722 |  |  |  |  |  |  |  |  |  | 0 |
| 31 | 8 | 5 | 1308 |  |  | 114 |  |  |  |  |  |  |  |  |  | 0 |
| 32 | 14 | 5 | 8-04 |  |  | 122 |  |  |  |  |  |  |  |  |  | 0 |
| 33 | 576 | 5 | 6.04 |  |  | 3803 |  |  |  |  |  |  |  |  |  | 0 |
| 34 | 56 | 5 | 5-08 |  |  | 331 |  |  |  |  |  |  |  |  |  | 0 |
| 35 | 22 | 5 | 4-08 |  |  | 107 |  |  |  |  |  |  |  |  |  | 0 |
| 36 | 42 | 5 | 3-08 |  |  | 161 |  | . |  |  |  |  |  |  |  | 0 |
|  | 1545. |  |  |  |  | 19007. |  |  |  |  |  |  |  |  |  |  |
| 37 | 186 | 4 | 6-05 | $4 \mathrm{A4}$ | 25 | 798 |  | 1-66 | 1.023 | 1.00 | 1.023 | 105 |  | 1.021 | 0.071 | Cog |
| 38 | 52 | 4 | 400 | 4 A 24 | 17 | 139 |  | 200 | 2.00 |  |  |  |  |  |  | H02 |
| 39 | 32 | 4 | 3-10 | 4 A 23 | 17 | 82 |  | 1-11 | $1-11$ |  |  |  |  |  |  | $\mathrm{H02}$ |
| 40 | 5 | 4 | 8.04 |  |  | 28 |  |  |  |  |  |  |  |  |  | 0 |



WEIGHT SUMMARY

|  | TOTAL |  |  | STRAIGHT |  |  | LIGHT BENDING |  |  | HEAVY BENDING |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SIZE | IFEMS | PFECES | L3S | ITEMS | FIECES | 183 | Hevs | PIECES | L.BS | TTEMS | FIECES | LES |
| Rebar, Grade 60, Black |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | 1 | 4 | 8 | 0 | 0 | 0 | 1 | 4 | 8 | 0 | 0 | 0 |
| 4 | 11 | 420 | 1.442 | 8 | 150 | 423 | 1 | 186 | 798 | 2 | 84 | 221 |
| 5 | 19 | 1545 | 19,007 | 11 | 1148 | 16,711 | 0 | 0 | 0 | 8 | 397 | 2,296 |
| 6 | 15 | 1324 | 28,083 | 10 | 590 | 21,836 | 0 | 0 | 0 | 5 | 734 | 5,247 |
| 7 | 2 | 40 | 2,289 | 2 | 40 | 2,289 | 0 | 0 | 0 | 0 | 0 | 0 |
|  | 48 | 3333 | 50,829 | 31 | 1928 | 41,259 | 2 | 190 | 806 | 15 | 1215 | 8,784 |

Total Weight: 50.829 Lbs

Longest Length: 42-02

We hereby certify that the test results presented here

## Quality Assurance Manager


Delivery\#: 82651492
BOL\#: 1747875
CUST PO\#: 11155
UST PN.


Item 11.

# CABLE TELEVISION FRANCHISE ORDINANCE 

## FOR

CITY OF MARSHALL, MINNESOTA
AND

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


$\qquad$ , SECOND SERIES FOR PUBLICATION

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

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

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

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

## NOTICE

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

Passed this $\qquad$ day of $\qquad$ , 2019.

By: Robert J. Byrnes, Mayor

## ATTEST:

[^0]
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# AN ORDINANCE GRANTING A FRANCHISE TO SPECTRUM MID-AMERICALLC, L/K/ACHARTER COMMUNICATIONS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF MARSHALL, MINNESOTA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN; 

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

## STATEMENT OF INTENT AND PURPOSE

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

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

## FINDINGS

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

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

## SECTION 1. SHORT TITLE AND DEFINITIONS

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

Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; an open video system that complies with 47 U.S.C. § 573; or any facilities of any electric utility used solely for operating its electric utility systems.

Cable System as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(7).
e. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel.
f. "City" means City of Marshall, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.
g. "City Council" means the governing body of the City of Marshall, Minnesota.
h. "Class IV Cable Channel" means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.
i. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the Service.
j. "Drop" means the connection between the Subscriber's residence or institution to the nearest feeder cable of the System.
k. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

1. "Franchise" or "Cable Franchise" means this ordinance and the regulatory and contractual relationship established hereby.
m. "Franchise Fee" includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Grantee for public, educational, or governmental access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification,
penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. The definition of Franchise Fee shall not be inconsistent with the definition set forth in 47 USC § 542.
n. "Grantee" is Spectrum Mid-America LLC, 1/k/a Charter Communications, its lawful successors, transferees or assignees.
o. "Gross Revenue" means all revenue derived directly or indirectly by Grantee, its affiliates, subsidiaries, parent, or Person in which Grantee has a controlling interest, from the operation of its Cable System to provide Cable Services within City as determined in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenue includes, but is not limited to, all Cable Service fees, Franchise Fees, late fees, Installation and reconnection fees, upgrade/construction and downgrade fees, advertising revenue, Converter rental fees and Lockout Device fees. The term Gross Revenue shall not include 1) any unrecovered bad debt; 2) credits, refunds and deposits paid to Subscribers; or 3) any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
p. "Installation" means the connection of the Cable System from feeder cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
q. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.
r. "Normal Business Hours" means those hours during which most similar businesses in City are open to serve customers. Normal Business Hours as defined herein shall be the definition set forth in 47 C.F.R. 76.309 (d).
s. "Normal Operating Conditions" means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade/construction of the Cable System.
t. "Other Programming Service" means information that a cable operator makes available to all Subscribers generally.
u. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
v. "PEG" means public, educational and governmental.
w. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
x. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.
y. "Right-of-Way Ordinance" means any ordinance codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.
z. "Service Area" or "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.
aa. "Service Interruption" means the loss of picture or sound on one or more Cable Channels.
bb. "Standard Installation" means any residential Installation which can be completed using a Drop of one hundred twenty-five (125) feet or less.
cc. "Subscriber" means any Person who lawfully elects to subscribe to Cable Service via the System. Except as stated in Appendix B, in the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant, or occupant.
dd. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
2. Grant of Nonexclusive Authority.
a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to Grantee to the extent it is technically and economically feasible to do so.
b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way. This standard shall be applied equally to all similarly situated Right-of-Way users.
c. This Franchise shall be nonexclusive, and City reserves the right to grant a use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service. The terms and conditions of any such grant of use of the Rights-of-Way shall be, when taken as a whole no less burdensome or more beneficial than those imposed upon Grantee pursuant to this Franchise.
3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9.5. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provision of Applicable Laws.
4. Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
5. Previous Franchises. Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous ordinance granting a Franchise to Grantee. Ordinance No. 495, Second Series, and its extensions are hereby expressly repealed.
6. Compliance with Applicable Laws, Resolutions and Ordinances.
a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City, and neither party may unilaterally amend its terms. This Franchise may also be modified or amended with the written consent of City and Grantee as provided in Section 12.3 herein.
b. Grantee shall at all times during the term of this Franchise be subject to Applicable Laws, and shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with
respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.
c. In the event of any conflict between this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms of this Franchise shall prevail.
d. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to City, in accordance with Section 2.9. City shall provide a written response within fourteen (14) days of receipt indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question. City will use all reasonable best efforts to ensure that no Right-of-Way ordinance provisions unduly slow Grantee's System rebuild unless necessary to address health safety and welfare concerns.
7. Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Laws.
8. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as they exist from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted; provided, however, that Grantee shall only be required to extend Cable Service beyond its present Cable System boundaries pursuant to Section 4.9 hereof. Access to Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to Cable Service annexed or newly developed areas but in no event to exceed twelve (12) months from notice thereof by City to Grantee.
9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's manager of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

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

If to Grantee: Director, Government Affairs<br>Charter Communications<br>16900 Cedar Ave S<br>Rosemount, MN 55068<br>Copy to: Charter Communications<br>Attn: Vice President, Government Affairs<br>12405 Powerscourt Drive<br>St. Louis, MO 63131

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

## SECTION 3. CONSTRUCTION STANDARDS

## 1. Registration, Permits, Construction Codes, and Cooperation.

a. Grantee shall comply with the construction requirements of Minn. Stat. § 238.084(n).
b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities located in the Rights of Way. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify City prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to City.
c. Reimbursement paid through the permitting process is separate, and in addition to, any other fees included in the Franchise. Grantee, at the time of or prior to submitting construction plans, shall provide City with a description of the proposed construction in sufficient detail for City to determine compliance with the Franchise and Applicable Laws.
d. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply with the procedures established by the City Administrator or his or her designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.
e. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to City under Applicable Laws or this Franchise.
f. Grantee shall, following receipt of reasonable notice, meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments within City in a timely manner.
2. Ongoing Construction. Grantee shall notify City at least ten (10) days prior to the commencement of any construction in any Rights-of-Way. Except in the case of an emergency, Grantee shall not open or disturb the surface of any Rights-of-Way or public place for any purpose without first having obtained a permit to do so in the manner provided by law. All excavation shall be coordinated with other utility excavation or construction, when applicable, so as to minimize disruption to the public.
3. Use of existing poles or conduits.
a. Grantee shall utilize existing poles, conduits and other facilities whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property until the written approval of City is obtained. No location or any pole or wire-holding structure of Grantee shall be a vested interest, and such poles or structures shall be removed or modified by Grantee at its own expense whenever City determines that the public convenience would be enhanced thereby.
b. The facilities of Grantee shall be installed underground in those areas of City where existing telephone and electric services are both underground at the time of construction by Grantee. In areas where either telephone or electric utility facilities are installed aerially at the time of System construction, Grantee may install its facilities aerially; however, at such time as the existing aerial facilities are placed underground, Grantee shall likewise place its facilities underground at its sole cost. If City requires utilities to bury lines which are currently overhead, and the City financially participates in said undergrounding, then the City will provide the same cost sharing to the Grantee. In no case will the City provide financial reimbursement to one (1) franchised cable operator without providing the same benefit to any other franchised cable operator.

## 4. Minimum Interference.

a. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.
b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.
5. Disturbance or damage. Any and all Rights-of-Way or public property which are disturbed or damaged during the construction, repair, replacement, relocation, operation,
maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition reasonably as good as that prevailing prior to Grantee's work, as determined by the City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for the reasonable, documented costs of such restoration within thirty (30) days after its receipt of City's invoice therefor.

## 6. Temporary Relocation.

a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes disconnection, removal, or relocation necessary. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) days advance notice to arrange such temporary wire alterations.
7. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the City Administrator, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages.
8. Tree Trimming. Grantee shall have the authority to trim trees on public Rights-of-Way at its own expense as may be necessary to protect its wires and facilities, subject to supervision and direction by City. Trimming of trees on private property shall require consent of the property owner. Any trimming of trees by the Grantee in the Rights-ofWay and public ways shall be subject to such regulation as the City Administrator or other authorized official may establish to protect the public health, safety and convenience.
9. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the
line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.
10. Facility location records. Each Grantee shall keep accurate records of the location of all facilities in the Rights-of-Way and public ways and make records available for inspection by City upon request.

## 11. Locating facilities.

a. If, during the design process for public improvements, City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with City to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days.
b. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of City limits.

## 12. City's rights.

a. Subject to Applicable Laws, when City uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as City directs. Notwithstanding the foregoing: (1) in the event the public project is paid for totally or in part by non-public funds, then Grantee's costs of moving its property shall be borne by the source of the non-public funds in the same ratio as the nonpublic funds bear to the total project costs; and (2) Grantee shall be required to relocate its facilities at the same time and under the same conditions as other utilities and wireline providers occupying the Rights of Way are required to move their facilities.
b. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
13. Facilities in conflict. If, during the course of a project, City determines Grantee's facilities are in conflict, the following shall apply:
a. Prior to City Notice to Proceed to Contractor: If Grantee has an obligation to relocate its facilities, it shall do so within a reasonable time, but in no event exceeding three (3) months. This time period shall begin running upon receipt by

Grantee of written notice from City. However, if both City and Grantee agree, the time frame may be extended based on the requirements of the project.
b. Subsequent to City Notice to Proceed to Contractor: City and Grantee will immediately begin the coordination necessary to remove or relocate the facility. Removal or relocation is to begin no later than three (3) business days, if practicable, after written notification from City of the conflict.
14. Relocation delays.
a. Subject to Grantee's compliance with Section 3.13 above, if Grantee has an obligation to relocate its facilities and Grantee's relocation effort so delays construction of a public project causing City to be liable for delay damages, Grantee shall reimburse City for those damages directly and proximately caused by Grantee's delay. In the event Grantee should dispute the amount of damages attributable to Grantee, the matter may be referred to the City engineer for a decision. In the event that Grantee disagrees with the City engineer's decision, the matter may be submitted to the City Administrator or the City Administrator's designee for determination, whose decision shall be final and binding upon Grantee as a matter of City review, but nothing herein waives any right of appeal to the courts, or Grantee's right to file at any time a legal action in the Federal District Court, Minneapolis, Minnesota, seeking resolution of the parties' dispute.
b. In the event City becomes aware of a potential delay involving Grantee's facilities, City shall promptly notify Grantee of this potential delay.
15. Interference with City Facilities. The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with City's placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other City systems that have been, or may be, installed, maintained, used or authorized by City.
16. Interference with Utility Facilities. Grantee agrees not to install, maintain or use any of its facilities in such a manner as to damage or interfere with any existing facilities of another utility located within the Rights-of-Way and public ways of City and agrees to relocate its facilities, if necessary, to accommodate another facility relocation. Nothing in this section is meant to limit any rights Grantee may have under Applicable Laws to be compensated for the cost of relocating its facilities from the utility that is requesting the relocation.
17. Collocation. To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along City Rights-of-Way and sidewalks for underground plant, Grantee shall make every commercially reasonable effort to collocate compatible facilities within the Rights-ofWay subject to the engineering requirements of the owners of utility poles and other facilities.
18. Safety Requirements.
a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.
b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

## SECTION 4. DESIGN PROVISIONS

## 1. System Construction: Minimum Channel Capacity.

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

## 4. Special Testing.

a. City shall have the right to inspect all construction or Installation work performed pursuant to the provisions of the Franchise. Subject to and without waiving Applicable Law, City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or Installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
b. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing.
5. FCC Reports. The results of any tests required to be filed by Grantee for the System with the FCC shall upon request of City also be filed with City or its designee within ten (10) days of the filing of such tests.
6. Annexation. Upon the annexation of any additional land area by City, the annexed area shall thereafter be subject to all the terms of this Franchise upon sixty (60) days' written notification to Grantee of the annexation by City, subject to the line extension policies contained herein and provided that the annexed area is not already served by another cable operator. The City shall also notify Grantee in writing of all new street address assignments or changes within the annexed area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the City franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the City has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent as set forth in Section 2(9) above. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.
7. Line Extension.
a. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a density equivalent of ten (10) residential units per one-quarter (1/4) cable mile of System, as measured from the closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of the request.
b. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within fifteen (15) working days of such a request. The charge for Installation or extension for each Person requesting Service shall not exceed a pro rata share of the actual cost of extending the Service.
c. Any residential and/or commercial unit located within one hundred twenty-five (125) feet of the nearest accessible tie-in point on Grantee's System shall be connected to the System at no charge other than the Standard Installation charge. Grantee shall, upon request by any potential Subscriber residing in City beyond the one hundred twenty-five (125) foot limit, extend Service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs.
8. Lockout Device. Grantee will comply with federal law concerning parental control devices.

## SECTION 5. SERVICE PROVISIONS

1. Regulation of Service Rates. City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal and state law(s). City reserves the right to regulate rates for any future Services to the extent permitted by law.
2. Consumer Protection and Service Standards. Grantee shall provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:
a. Cable System office hours and telephone availability:
i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
3. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
4. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.
ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less then ninety percent ( $90 \%$ ) of the time under Normal Operating Conditions, measured on a quarterly basis.
iii. Grantee shall acquire equipment and/or perform surveys to measure compliance with the telephone answering standards above.
iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3\%) of the time.
v. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its subscribers twenty-four (24) hours per day, seven days a week. In the event Grantee elects to close its local office, Grantee shall provide at least sixty (60) days prior written notice to the City.
b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following four (4) standards will be met no less than ninety-five percent ( $95 \%$ ) of the time measured on a quarterly basis:
i. Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system and do not include the Installation of Other Programming Services at the same time.
ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem. Grantee shall resolve all Service Interruptions within forty-eight (48) hours under Normal Operating Conditions.
iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the time of the scheduled appointment. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
c. Communications between Grantee and Subscribers:
i. Notifications to Subscribers:
5. Grantee shall provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
a. Products and Services offered;
b. Prices and options for programming services and conditions of subscription to programming and other services;
c. Installation and Service maintenance policies;
d. Instructions on how to use the Cable Service;
e. Channel positions of the programming carried on the System; and
f. Billing and complaint procedures, including the address and telephone number of the City.
6. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by this Section 5.4(c)(i)(1). Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or City on the transaction between the operator and the Subscriber.
ii. Billing:
7. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
8. In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
iii. Refunds: Refund checks will be issued promptly, but no later than either:
9. The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
10. The return of the equipment supplied by Grantee if Service is terminated.
iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

To the extent any of the foregoing obligations are identical or substantially similar to obligations set forth in 47 C.F.R. § 76.309 , and the FCC amends or replaces this regulation, then Grantee's obligations under this franchise shall be interpreted consistent with the amended or replaced FCC regulation.
5. Subscriber Contracts. Upon request, Grantee shall provide the City with 1) current subscriber charges, and 2) the length and terms of residential subscriber contracts, if they exist.

## SECTION 6. <br> ACCESS CHANNEL(S) PROVISIONS

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

## SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

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

Discounted Rates. The parties acknowledge that the Grantee may offer a bundle or package of Cable Services and non-Cable services at a discounted rate. In order to calculate Gross Revenues, the grantee will allocate revenues between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the franchise Fee but may be subject to other fees and/or taxes) included in the bundle or package of services. The Grantee shall apportion the revenues generated from bundled or package services on a proportionate pro rata basis among the services offered unless such allocation methodology is directly in conflict with GAAP, in which case Grantee shall allocated bundled revenues in accordance with GAAP, and in no even shall the Grantee allocate the revenues to evade its Franchise Fee obligations under this Franchise or disproportionately reduce Gross Revenues. In no event shall Grantee be permitted to
evade or reduce applicable franchise fee payments required to be made to City due to discounted bundled services.
4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records. City acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws.

## 5. Reports to be Filed with City.

a. Grantee shall file with the City, at the time or payment of the Franchise Fee, a report of all Gross Revenues in form and substance as Exhibit D attached hereto.
b. City and Grantee shall mutually agree, at the times and in the form prescribed, to provide such other reasonable reports with respect to Grantee's operations pursuant to this Franchise.
c. Upon request and thirty (30) days' notice, the Grantee shall allow the City to inspect the maps, plats, and permanent records of the location of all facilities constructed, including underground facilities.
6. Amendments.

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

## SECTION 8.

GENERAL FINANCIAL AND INSURANCE PROVISIONS

## 1. Letter of Credit

a. At the time of acceptance of this Franchise, Grantee shall deliver to City a Letter of Credit in the amount of Ten Thousand Dollars (\$10,000.00).
b. Upon written demand of City, after compliance with the procedures set forth in this Section 8.1, City may draw on the Letter of Credit in payment for monies owed pursuant to this Franchise, or for any damage incurred as a result of any acts or omissions by Grantee pursuant to this Franchise.
i. For failure to meet the requirements of Section 7.5 herein the penalty shall be Fifty Dollars ( $\$ 50.00$ ) per day for each day, or part thereof, such failure occurs or continues.
ii. For failure to meet the requirements of Section 5.2 herein, the penalty shall be One Hundred Fifty Dollars ( $\$ 150.00$ ) per day for each day, or part thereof, such failure occurs or continues.
iii. For failure to meet the requirements of Section 6 herein, the penalty shall be Two Hundred Dollars (\$200.00) per day for each day or part thereof, such failure occurs or continues.
c. Whenever the City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee informing it of such violation.
d. Grantee may, within fifteen (15) days of receipt of such notice, notify the City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by Grantee to the City shall specify with particularity the matters disputed by Grantee and shall toll the time frame provided herein and the accrual of penalties.
i. The City shall hear Grantee's dispute at the next regularly scheduled meeting and provide Grantee with an opportunity to introduce evidence and examine witnesses
ii. Upon determination by the City that no violation has taken place, the City shall rescind the notice of violation.
iii. If after hearing the matter the City determines that a violation has taken place, or if Grantee has not disputed the notice or cured the violation within thirty (30) days following receipt of notice, City may draw from the Letter of Credit all monies due the City from the date of Grantee's receipt of notice.
e. If the City draws upon the Letter of Credit, in whole or in part, City may request that Grantee replenish the same within ten (10) days up to a maximum of $\$ 20,000.00$ for the term of the franchise.
f. The failure to replenish any Letter of Credit may also, at the option of the City, be deemed a material default by Grantee under this Franchise. The drawing on the Letter of Credit by the City and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.
g. The collection by the City of any damages or monies from the Letter of Credit shall not be deemed an exclusive remedy and shall not affect any other right or remedy available to the City.

## 2. Liability Insurance.

a. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Minnesota with a rating by A.M. Best \& Co. of not less than "A" that shall protect the Grantee, City and its officials, officers, directors, employees and agents from claims which may arise from operations
under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million Dollars ( $\$ 2,000,000.00$ ). The following endorsements shall be attached to the liability policy:
i. The policy shall provide coverage on an "occurrence" basis.
ii. The policy shall cover personal injury as well as bodily injury.
iii. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
iv. Broad form property damage liability shall be afforded.
v. City shall be named as an additional insured on the policy.
vi. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the Grantor will be called upon to contribute to a loss under this coverage.
vii. Standard form of cross-liability shall be afforded.
viii. An endorsement stating that the policy shall not be canceled without thirty (30) days' notice of such cancellation given to City.
ix. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

## 3. Indemnification

a. Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur based upon or in any way connected with the Grantee's negligence with respect to its operations in the City, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise, and/or the activities of Grantee, its subcontractors, employees and agents hereunder. Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee
shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantor shall be permitted to assume the defense and select its own attorneys to defend said claim. In the event that Grantor elects to assume the defense, and it is determined at the conclusion of the action that Grantee has an obligation to indemnify Grantor, such indemnification shall include Grantor's reasonable expenses, including Grantor's reasonable attorney's fees. Grantee shall not be required to provide indemnification to City for programming cablecast over the educational and governmental access channels administered by City.
b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
c. City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.
d. The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
e. Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees. City shall hold Grantee harmless, subject to the limitations in Minnesota Statutes Chapter 466, for any damage resulting from the negligence or misconduct of the City or its officials, boards, commissions, agents, or employees in utilizing any PEG access channels, equipment, or facilities and for any such negligence or misconduct by City in connection with work performed by City and permitted by this Agreement, on or adjacent to the Cable System.
4. Grantee's Insurance.

Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.
a. In order for City to assert is rights to be indemnified, defended, and held harmless, City must with respect to each claim:
i. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph 2 above.

## SECTION 9.

 SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE
## 1. City's Right to Revoke.

a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that after notice and an opportunity to cure as reordered herein;
i. Grantee has violated material provisions(s) of this Franchise and has not cured; or
ii. Grantee has attempted to evade any of the provisions of the Franchise; or
iii. Grantee has practiced fraud or deceit upon City.
2. Procedures for Revocation.
a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required therein, City shall provide Grantee with the basis of the revocation.
b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
c. Nothing in this Franchise, including the revocation provisions set forth in this Section 9, shall prevent Grantee from filing at any time a legal action in the Federal District Court, Minneapolis, Minnesota seeking a declaration or enforcement of Grantee's rights or obligations under the Franchise.
d. During the pendency of any legal action, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the

Franchise would endanger the health, safety and welfare of any Person or the public.
3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.
4. Removal After Abandonment, Termination or Forfeiture.
a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
b. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twenty-four(24) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.
5. Sale or Transfer of Franchise.
a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, other than a sale or transfer to an entity controlling, controlled by, or under common control with Franchisee, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted; provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness.
b. The Grantee shall file, in addition to all documents, forms and information required to be filed by Applicable Laws, the following:
i. Information sufficient to describe the proposed transaction and such other reasonable information necessary or appropriate for the City to consider in connection with the transfer determination; and
ii. A list detailing all documents filed with any state or federal agency related to the transaction.
c. City shall have such time as is permitted by Applicable Laws in which to review a transfer request.
d. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this section be approved without the
transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.
e. City shall be deemed to have waived its right to purchase the System pursuant to this section only in the following circumstances:
i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section $9.5(\mathrm{~g})$ above, its intention to exercise its right of purchase; or
ii. It approves the assignment or sale of the Franchise as provided within this Section.
f. No Franchise may be transferred if City determines Grantee is in noncompliance with a material obligation of the Franchise, following notice and an opportunity to cure, unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.
g. In the event of any proposed sale or assignment pursuant to subparagraph (a) of this section City shall have the right of first refusal of any bona fide offer to purchase the System. Bona fide offer, as used in this section, means an offer received by the Grantee which it intends to accept to City's rights under this section. This written offer must be conveyed to City along with the Grantee's written acceptance of the offer contingent upon the rights of City provided for in this section. City shall be deemed to have waived its rights under this section in the following circumstances:

1. If it does not indicate to Grantee in writing, within sixty (60) days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or
2. It approves the assignment or sale of the Franchise as provided within this section.
3. Reservation of rights. City and Grantee reserve all rights that they may possess under Applicable Laws unless expressly waived herein.

## SECTION 10. <br> PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color,
religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and City laws, and all executive and administrative orders relating to nondiscrimination.

## 2. Subscriber Privacy.

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

## SECTION 11.

 UNAUTHORIZED CONNECTIONS AND MODIFICATIONS1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive Services of the System without Grantee's authorization.
2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.

## SECTION 12. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
3. Compliance with Federal, State and Local Laws.
a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.
b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.
4. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
5. Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and
such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
6. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.
7. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including but not limited to; acts of God, fire, explosion, vandalism, storm or other similar catastrophes; any law, order, regulation, direction, action or request of the United States Government or any other government including state and local governments having jurisdiction over either of the parties or of any department, agency, commission, court, bureau, governments, or of any civil or military authorities; national emergencies; insurrection; riots; wars; or strikes, lockouts or work stoppages.

## SECTION 13. <br> PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

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

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

By: Robert J. Byrnes<br>Its: Mayor

## ATTEST:

By: Kyle Box
Its: City Clerk

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

Dated this 29 day of __ August , 2019.

Spectrum Mid-America, LLC<br>1/k/a Charter Communications



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

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

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

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

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

## 2. PEG OPERATIONS

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

## 3. TITLE TO PEG EQUIPMENT

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

## 4. RELOCATION OF PEG CHANNELS

Subject to and without waiving Applicable Law, Grantee shall not relocate any PEG access Channel to a different Channel number without sixty (60) days advanced notice to the City. Grantee shall reimburse the City for reasonable costs, up to $\$ 2,000$, caused by such relocation, including (1) logo, business card or signage changes, (2) equipment modifications necessary to effect the change at the programmer's production or
receiving facility, or (3) reasonable constituency notification costs. Grantee shall provide City and all Subscribers with at least sixty (60) days prior written notice of any legally required relocation.

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

## 5. PEG ACCESS SUPPORT

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

## 6. TWO-WAY SERVICE TO PUBLIC BUILDINGS

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

## 7. DROPS TO DESIGNATED BUILDINGS

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

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

## EXHIBIT B-1

## SERVICE TO PUBLIC AND PRIVATE BUILDINGS

| Lyon County Law Enforcement | 611 West Main Street |
| :--- | :--- |
| Police Department - City of Marshall | $6111 / 2$ West Main Street |
| Studio 1 TV (SMSU) | 1501 State Street |
| Municipal Building | 344 W. Main Street |
| Marshall Lyon County Public Library | 201 C Street |
| Marshall Fire Department | 201 E. Saratoga Street |
| City of Marshall Street Department | 901 Oak Street |

## EXHIBIT C <br> FRANCHISE FEE PAYMENT WORKSHEET

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

CITY OF MARSHALL AGENDA ITEM REPORT

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

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Consider approval of the bills/project payments |
| Background <br> Information: | Staff encourages the City Council Members to contact staff in advance of the meeting regarding <br> these items if here are questions. Construction contract questions are encouraged to be <br> directed to Director of Public Works Glenn Olson at 537-6773 or Finance Director Karla Drown <br> at $537-6764$ |
| Fiscal Impact: |  |
| Alternative/ <br> Variations: |  |
| Recommendations: | That the following bills and project payments be authorized for payment |





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                        Marshal
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                                    BANK: ALL
    
VENDOR SET: 01 City of Marshall
ITEMS PRINTED: PAID, UNPAID
06990 8/23/19 PR Iw -
DEPARTMENT: 0211 STREET ADMINISTRATION
BANK: ALL

$8: 36$ AM
0211 STREET ADMINISTRATION
BANK: ALL

8:36 AM
City of Marshall
DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
PAGE:
ITEMS PRINTED: PAID, UNPAID
$\begin{array}{lll}\text { VENDOR SET: } & 01 & \text { City of Marshall } \\ \text { PACKET: } & 06990 & 8 / 23 / 19 \text { PR lw - }\end{array}$
$\begin{array}{lll}\text { PACKET: } & 06990 \quad 8 / 23 / 19 \text { PR } 1 \\ \text { FUND } & : 101 & \text { GENERAL FUND }\end{array}$
DEPARTMENT: 0364 AIRPORT BANK: ALL

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| 01-2321 | SOUTHWEST | WEST | CEntral | I-FH5201908213792 | 101-60364-1131 | FAMILY HSA 5000 | 000959 | 84.18 |
| 01-2321 | SOUTHWEST | WEST | CEntral | I-FH5201908213792 | 101-60364-1131 | FAMILY HSA 5000 | 000959 | 438.58 |
| 01-2321 | SOUTHWEST | WEST | CEntral | I-FH5201908213792 | 101-60364-1131 | FAMILY HSA 5000 | 000959 | 70.32 |
| 01-2321 | SOUTHWEST | WEST | CEntral | I-FH5201908213792 | 101-60364-1131 | FAMILY HSA 5000 | 000959 | 20.96 |
| 01-2321 | SOUTHWEST | WEST | CENTRAL | I-FH5201908213792 | 101-60364-1131 | FAMILY HSA 5000 | 000959 | 13.97 |
| 01-2321 | SOUTHWEST | WEST | CENTRAL | I-FH5201908213792 | 101-60364-1131 | FAMILY HSA 5000 | 000959 | 83.85 |
| 01-2321 | SOUTHWEST | WEST | CENTRAL | I-FH5201908213792 | 101-60364-1131 | FAMILY HSA 5000 | 000959 | 212.56 |


|  |  |  | DEPARTMENT 0364 |  | AIRPORT | TOTAL: | 3,195.20 |
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| 01-0966 | delta dental of minneso | I-22F201908213792 | 101-50453-1132 | DENTAL | FAMILY | 000958 | 15.07 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-SV5201908063740 | 101-50453-1131 | SINGLE | VEBA 5000 | 000959 | 70.91 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-SV5201908213792 | 101-50453-1131 | SINGLE | VEBA 5000 | 000959 | 70.89 |


|  |  |  | DEPARTMENT 0453 |  | ANIMAL IMPOUNDMENT | TOTAL: | 171.94 |
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| 01-0966 | delta dental of minneso | I-22F201908213792 | 101-40671-1132 | DENTAL | FAMILY | 000958 | 40.20 |
| 01-0966 | delta dental of minneso | I-22S201908063740 | 101-40671-1132 | DENTAL | SINGLE | 000958 | 18.09 |
| 01-0966 | DELTA DENTAL OF minneso | I-22S201908213792 | 101-40671-1132 | DENTAL | SINGLE | 000958 | 18.09 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-FH5201908063740 | 101-40671-1131 | FAMILY | HSA 5000 | 000959 | 573.74 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-FH5201908213792 | 101-40671-1131 | FAMILY | HSA 5000 | 000959 | 572.98 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-SH5201908063740 | 101-40671-1131 | SINGLE | HSA 5000 | 000959 | 278.05 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-SH5201908213792 | 101-40671-1131 | SINGLE | HSA 5000 | 000959 | 278.05 |


|  |  |  | DEPARTMENT 0671 |  | CABLE COMMISSION | TOTAL: | 1,819.46 |
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| 01-0966 | DELTA DENTAL OF minneso | I-22F201908063740 | 101-70675-1132 | dental | FAMILY | 000958 | 100.50 |
| 01-0966 | DELTA DENTAL OF minneso | I-22F201908213792 | 101-70675-1132 | DENTAL | FAMILY | 000958 | 100.50 |
| 01-0966 | DELTA Dental of minneso | I-22S201908063740 | 101-70675-1132 | DENTAL | SINGLE | 000958 | 18.09 |
| 01-0966 | delta dental of minneso | I-22S201908213792 | 101-70675-1132 | dental | SINGLE | 000958 | 18.09 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-FH5201908063740 | 101-70675-1131 | FAMILY | HSA 5000 | 000959 | 716.22 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-FH5201908213792 | 101-70675-1131 | FAMILY | HSA 5000 | 000959 | 716.22 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-SH5201908063740 | 101-70675-1131 | SINGLE | HSA 5000 | 000959 | 278.05 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-SH5201908213792 | 101-70675-1131 | SINGLE | HSA 5000 | 000959 | 278.05 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-SV5201908063740 | 101-70675-1131 | SINGLE | VEBA 5000 | 000959 | 236.38 |

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ITEMS PRINTED: PAID, UNPAID
PACKET: $06990 \quad 8 / 23 / 19$ PR 1
FUND $: 101$
GENERAL FUND
DEPARTMENT: 0675 COMM SERVICES ADMIN BANK: ALL

| VENDOR | NAME | ITEM \# | G/L ACCOUNT | DESCRIPTION |
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| $===================================================================================================================================$ |  |  |  |  |
| $01-2321$ | SOUTHWEST WEST CENTRAL | I-SV5201908213792 | $101-70675-1131$ | SINGLE VEBA 5000 |



|  |  |  | DEPARTMENT 0741 |  | CITY ADMINISTRATION | TOTAL: | 3,969.10 |
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| 01-2321 | SOUTHWEST WEST CENTRAL | I-SH5201908063740 | 101-40821-1131 | SINGLE | HSA 5000 | 000959 | 278.05 |
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|  |  |  |  |  | DEPARTMENT 0821 |  | FINANCE | TOTAL: | 3,722.48 |
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| 01-0966 | DELTA | DENTAL 0 | MINNESO | I-22F201908063740 | 101-70871-1132 | DENTAL | FAMILY | 000958 | 50.25 |
| 01-0966 | DELTA | dental 0 | MINNESO | I-22F201908213792 | 101-70871-1132 | DENTAL | FAMILY | 000958 | 50.25 |


|  |  |  | DEPARTMENT 0871 |  | COMM ED-SUMMER | TOTAL: | 100.50 |
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| 01-0966 | delta dental of minneso | I-22F201908213792 | 101-40931-1132 | DENTAL | FAMILY | 000958 | 50.25 |
| 01-0966 | delta dental of minneso | I-22S201908063740 | 101-40931-1132 | DENTAL | SINGLE | 000958 | 36.18 |
| 01-0966 | delta dental of minneso | I-22S201908213792 | 101-40931-1132 | DENTAL | SIngle | 000958 | 35.74 |
| 01-0966 | DELTA DENTAL OF MINNESO | I-22S201908213792 | 101-40931-1132 | DENTAL | SINGLE | 000958 | 0.44 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-FH5201908063740 | 101-40931-1131 | FAMILY | HSA 5000 | 000959 | 2,148.66 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-FH5201908213792 | 101-40931-1131 | FAMILY | HSA 5000 | 000959 | 2,131.08 |



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8/28/201
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                    City of Marshall
                    DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
                    PAGE:
                    ITEMS PRINTED: PAID, UNPAID
    $\begin{array}{lll} & 01 & \text { City of Marshall } \\ \text { PACKET: } & 06990 \quad 8 / 23 / 19 \text { PR lw }-2\end{array}$
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DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

| VENDOR | NAME | ITEM \# | G/L ACCOUNT | DESCRIPTION | CHECK\# | AMOUNT |
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| 01-0966 | DELTA DENTAL OF MINNESO | I-22S201908063740 | 609-21243 | DENTAL SINGLE | 000958 | 13.56 |
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| 01-2321 | SOUTHWEST WEST CENTRAL | I-SV5201908063740 | 609-21231 | SINGLE VEBA 5000 | 000959 | 82.87 |
| 01-2321 | SOUTHWEST WEST CENTRAL | I-SV5201908213792 | 609-21231 | SINGLE VEBA 5000 | 000959 | 82.87 |



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** G/L ACCOUNT TOTALS **
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NAME

HSA / VEBA (ER ONLY)
DENTAL INSURANCE COMBINED INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HSA /VEBA (ER ONLY) DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HSA/VBA (ER ONLY) DENTAL INSURANCE HEALTH INSURANCE DENTAL INSURANCE HSA / VEBA (ER ONLY) DENTAL INSURANCE

14,609.23
1,394. 65
12,583.60

1,702.82
116.64

3,893.74
75.36

3,420.98
301.50

4,297.32
172.86

1,988.54
136.68

1,432.44
100.50

26,294.96
1,959.76
141.80 30.14

6,601.19
596.94

5,553.93

$$
444.24
$$

11,757.25
630.71

2,985.73

### 209.47

1,988.54
237.18

2,461.30
237.18
100.50

1,432.44
100.50
779.32
102.54

4,533.18
410.04
851.25 80.43

4,583.04

| $4,583.04$ | 69,578 | $34,252.54$ |
| ---: | ---: | ---: |
| 321.54 | 4,283 | $1,533.04$ |

10,384.95 488.90

15,409.40 437.16

20,210.21
1,296.45
24,478.45
723.29

12, 050.68
577.68

8,159.49
432.15

177,361.31
9,484.10
1,379.80
133.91

40,967.95
2,526.42
35,298.23
1,940.60
63,072.38
5,491.73
15,541.47
795.68

31,240.00
1,331.47
16,583.66
$1,009.87$
96.48
2,035.14
96.48

5
24,272.61
1,266.69
266.06
25.14
$\qquad$


| АССт | NAME | AMOUNT |
| :---: | :---: | :---: |
| 101 | NON-DEPARTMENTAL | 28,587.48 |
| 101-0151 | POLICE ADMINISTRATION | 28,254.72 |
| 101-0162 | ENGINEERING | 7,198.13 |
| 101-0164 | COMMUNITY PLANNING | 5,998.17 |
| 101-0211 | STREET ADMINISTRATION | 12,387.96 |
| 101-0276 | PARK MAINTENANCE \& DEVEL. | 2,225.72 |
| 101-0364 | AIRPORT | 3,195.20 |
| 101-0453 | ANIMAL IMPOUNDMENT | 171.94 |
| 101-0671 | CABLE COMMISSION | 1,819.46 |
| 101-0675 | COMM SERVICES ADMIN | 2,698.48 |
| 101-0741 | CITY ADMINISTRATION | 3,969.10 |
| 101-0821 | FINANCE | 3,722.48 |
| 101-0871 | COMM ED-SUMMER | 100.50 |
| 101-0931 | APPRAISING \& ASSESSING | 4,470.18 |
| 101-0971 | RECREATION-SUMMER | 1,532.94 |
| 101-1231 | MUNICIPAL BLDG MAINT | 2,125.22 |
| 101-2071 | ADULT COMMUNITY CTR | 1,532.94 |
| 101 TOTAL | GENERAL FUND | 109,990.62 |
| 211 | NON-DEPARTMENTAL | 881.86 |
| 211-0437 | LIBRARY | 4,943.22 |
| 211 TOTAL | LIBRARY FUND | 5,825.08 |


| ACCT | NAME | AMOUNT |
| :---: | :---: | :---: |
| 258 | NON-DEPARTMENTAL | 931.68 |
| 258-0579 | AMATEUR SPORTS CENTER | 4,904.58 |
| 258 TOTAL | ASC ARENA | 5,836.26 |
| 270 | NON-DEPARTMENTAL | 291.20 |
| 270-0551 | MERIT OPERATIONS | 1,532.94 |
| 270 TOTAL | MERIT | 1,824.14 |
| 602 | NON-DEPARTMENTAL | 2,833.72 |
| 602-0581 | WW Operations | 13,254.04 |
| 602 TOTAL | WASTEWATER OPERATING | 16,087.76 |
| 609 | NON-DEPARTMENTAL | 465.20 |
| 609-0991 | LIQUOR OPERATIONS | 2,350.10 |
| 609 TOTAL | LIQUOR | 2,815.30 |
|  | ** TOT | 142,379.16 |

NO ERRORS
** END OF REPORT **


8/29/2
PACKET:

2:10 PM 07005 CITY AP VENDOR SET: 01 FUND : 101 GENERAL FUND
DEPARTMENT: 0741 CITY ADMINISTRATION BANK: AP BUDGET TO USE: CB-CURRENT BUDGET


|  |  | DEPARTMENT 0873 COMM ED-FALL | TOTAL: | 399.90 |
| :---: | :---: | :---: | :---: | :---: |
| 01-1647 | MARSHALL TIGER FOOTBALL |  |  |  |
|  | I-201908283831 101-70973-3314 | INSTRUCTORS F HELP W/FB SKILLS CAMP | 114208 | 585.00 |
|  | PROJ: 610-3314 FOOTBALL FLAG | INSTRUCTOR FEES |  |  |
|  |  | DEPARTMENT 0973 RECREATION-FALL | TOTAL: | 585.00 |
| 01-1637 | MARSHALL PUBLIC SCHOOLS |  |  |  |
|  | I-201908293835 101-70979-2211 | GENERAL SUPPL 1/2 Jovb gym rental | 114207 | 1,205.75 |
|  | PROJ: 212-2211 GYM RENTALS | GENERAL SUPPLIES |  |  |



DEPARTMENT 1231 MUNICIPAL BLDG MAINT TOTAL: 41.38
FUND 101 GENERAL FUND TOTAL: 179,447.02

ACKET:
07005 CITY AP
VENDOR SET: 01
FUND : 211 LIBRARY FUND
DEPARTMENT: 0437 LIBRARY BANK: AF号

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME | DESCRIPTION |  | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0018 BORDER STATES ELECTRIC |  |  |  |  |  |  |  |
|  |  | I-918366807 | 240-70879-2211 | GENERAL SUPPL BATTERY |  | 114187 | 31.50 |
|  |  |  |  | DEPARTMENT 0879 | COMM ED--WINTER | TOTAL: | 31.50 |
|  |  |  |  | FUND 240 | COMM ED DRIVER'S | GTOTAL: | 31.50 |

VENDOR SET: 01
FUND : 258 ASC ARENA
DEPARTMENT: 0579 AMATEUR SPORTS CENTER
BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME ITEM \# | G/L ACCOUNT NAME | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1808 | MINNESOTA MUNICIPAL UTI |  |  |  |  |
|  | I-53199 | 258-70579-3311 | GENERAL PROFE 2019 Q SAFETY TRAINING | 114210 | 117.00 |
|  |  |  | DEPARTMENT 0579 AMATEUR SPORTS CENTER | TOTAL: | 117.00 |
|  |  |  | FUND 258 ASC ARENA | TOTAL: | 117.00 |


$\begin{array}{ll}\text { DEPARTMENT: } 0551 \text { MERIT OPERATIONS } \\ \text { BUDGET TO USE: } & \text { CB-CURRENT BUDGET }\end{array}$
vENDOR SET: 01
VENDOR SET:
FUND $\quad: 401$ CAPITAL EQUIPMENT FUND
DEPARTMENT: 0364 AIRPORT
BANK: AP


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8/29/20
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$2: 10 \mathrm{PM}$ 07005 CITY AP VENDOR SET: 01 FUND : 602 WASTEWATER OPERATING
DEPARTMENT: 0581 WW OPERATIONS BANK: AP DEPARTMENT: 0581 WW OPERATIONS
BUDGET TO USE:
CB-CURRENT BUDGET

01-1808 MINNESOTA MUNICIPAL UTI
I-53199 602-90581-3311 GENERAL PROFE 2019 Q SAFETY TRAINING 114210
01-1877 MOTION INDUSTRIES INC
I-MN01-172660 602-90581-2211 GENERAL SUPPL OIL LEVEL SIGN \& GAUGE 44.22

01-1945 NORMS GTC
I-97375 $\quad$ 602-90581-2212 MOTOR FUELS, OIL FILTER $\quad 114214$

01-2511 USA BLUE BOOK
I-981757 602-90581-2211 GENERAL SUPPL COREPRO SAMPLER 213.45

01-4980 MENARDS INC
I-44876 G02-90581-2211 GENERAL SUPPL WASH/WAX 29.55
I-44894 GENERAL SUPPL SUPPLIES 63.43

01-5733 VAST BROADBAND
I-005489701-0519 602-90581-3321 TELEPHONE \& C 05/08-06/07/19 114221 106.95
01-5813 ACE HOME \& HARDWARF

I-99791
602-90581-2211
GENERAL SUPPL SUPPLIES
114178
4.96

01-6318 STERLING EQUIPMENT \& RE
I-18000 EQUIPMENT REP PARTS AP CHEM $1802-90581-2221$ 18219
I-201908283824 LICENSES AND REIM FOR CDL $602-90581-3437 \quad 114185$
DEPARTMENT 0581 WW OPERATIONS TOTAL: 1,330.45
FUND 602 WASTEWATER OPERATING TOTAL: $1,330.45$






| ACCT | NAME | AMOUNT |
| :---: | :---: | :---: |
| 101 | NON-DEPARTMENTAL | 350.00 |
| 101-0141 | MAYOR \& COUNCIL | 160.39 |
| 101-0151 | POLICE ADMINISTRATION | 158.62 |
| 101-0162 | ENGINEERING | 5.99 |
| 101-0176 | AQUATIC CENTER | 55.80 |
| 101-0211 | STREET ADMINISTRATION | 149,354.61 |
| 101-0276 | PARK MAINTENANCE \& DEVEL. | 1,764.04 |
| 101-0352 | FIRE SERVICES | 1,235.00 |
| 101-0364 | AIRPORT | 836.51 |
| 101-0671 | CABLE COMMISSION | 68.41 |
| 101-0741 | CITY ADMINISTRATION | 84.00 |
| 101-0873 | COMM ED-FALL | 399.90 |
| 101-0973 | RECREATION-FALL | 585.00 |
| 101-0979 | RECREATION-WINTER | 1,205.75 |
| 101-1136 | GEN COMM DEVELOPMENT | 23,141.62 |
| 101-1231 | MUNICIPAL BLDG MAINT | 41.38 |
| 101 TOTAL | GENERAL FUND | 179,447.02 |
| 211-0437 | LIBRARY | 68.00 |
| 211 TOTAL | LIBRARY FUND | 68.00 |
| 240-0879 | COMM ED--WINTER | 31.50 |
| 240 TOTAL | COMM ED DRIVER'S TRAINING | 31.50 |



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8/29/20
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07006 CITY EFTS
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 0141 MAYOR \& COUNCIL BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET


|  |  |  | DEPARTMENT 0141 MAYOR \& COUNCIL |  | TOTAL: | 197.93 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0512 | VANLEEUWE, SARA J. |  |  |  |  |  |
|  | I-201908283833 | 101-50151-2214 | UNIFORMS | SHOES | 001124 | 127.99 |


|  |  |  | DEPARTMENT 0151 | POLICE ADMINISTRATION | TOTAL: | 127.99 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-3772 FRONTIER PRECISION |  |  |  |  |  |  |
|  | I-194770 | 101-60162-2217 | COMPUTER SOFT GPS | SVC UPGRADES | 001115 | 2,160.00 |


|  |  |  | DEPARTMENT 0162 Engineering | TOTAL: | 2,160.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1243 HARDWARE HANK |  |  |  |  |  |
|  | I-66592 | 101-70176-2211 | GENERAL SUPPL NOZZLES | 001103 | 26.98 |


|  |  |  | DEPAR | TMENT 0 | 176 | UUATIC CENTER | TOTAL: | 26.98 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1020 | DUININCK BROS., INC. |  |  |  |  |  |  |  |
|  | I-537992 | 101-60211-2227 | OTHER | Repains | FROST | BOILD DIGOUTS | 001100 | 2,827.50 |
|  | I-538005 | 101-60211-2227 | OTHER | Repairs | FROS | BOILD DIGOUTS | 001100 | 1,878.24 |
|  | I-538028 | 101-60211-2227 | OTHER | Repairs | FROST | BOILD DIGOUTS | 001100 | 3,990.48 |
|  | I-538056 | 101-60211-2227 | OTHER | Repairs | FROS | BOILD DIGOUTS | 001100 | 1,879.80 |
|  | I-538109 | 101-60211-2227 | OTHER | Repains | FROST | BOIL DIGOUTS | 001100 | 4,716.00 |


| 01-1690 | MOBILE HEALTH SERVICES |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | I-36156 | 101-60211-3311 | GENERAL PROFE ANNUAL TESTING | 001125 | 16.00 |
| 01-2201 | RUNNINGS SUPPLY INC |  |  |  |  |
|  | I-4706919 | 101-60211-2215 | SAFETY WEAR \& RAIN COAT | 001109 | 44.99 |
| 01-3564 | KESTELOOT ENTERPRISES, |  |  |  |  |
|  | I-37749 | 101-60211-2221 | EQUIPMENT REP KUBOTA MOWER | 001113 | 16.00 |
|  | I-37775 | 101-60211-2221 | EQUIPMENT REP KUBOTA MOWER | 001113 | 24.05 |



01-1020 DUININCK BROS., INC.

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8/29/20
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07006 CITY EFTS
VENDOR SET: 0
FUND : 101 GENERAL FUND
DEPARTMENT: 0276 PARK MAINTENANCE \& DEVEL. BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET
VENDOR NAME G/L ACCOUNT NAME DESCRIPTION EFT \# AMOUNT
01-1020 DUININCK BROS., INC. continued
I-537752 101-70276-2227 OTHER REPAIRS BIKE TRAIL REPAIRS @ INDY $001100 \quad 793.50$





DEPARTMENT 0821 FINANCE TOTAL: 39.79

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8/29/20
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    \(3: 21\) PM
        07006 CITY EFTS
    wor
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 0873 COMM ED-FALL BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME | DESCRIPTION | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1243 HARDWARE HANK | HARDWARE HANK |  |  |  |  |  |
|  |  | I-66477 | 101-70873-2211 | GENERAL SUPPL TACKLE FOOTBALL | 001103 | 17.43 |
|  | PROJ: |  | FOOTBALL TACKLE 7TH \& 8TH | GENERAL SUPPLIES |  |  |



| 01-0658 | AP DESIGN |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | I-71342 | 101-70971-2211 | GENERAL SUPPL SUMMER ADULT SOFtBALL | 001097 | 15.00 |
|  | PROJ: 436-2211 | AdULT SOFTBALL | GENERAL SUPPLIES |  |  |


|  |  |  | DEPARTMENT 097 | RECREATION-SUMMER | TOTAL: | 15.00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-2049 | PLUNKETTS PEST CONTROL |  |  |  |  |  |
|  | I-6388400 | 101-41231-3311 | GENERAL PROFE 0 | 21/19 SVC | 001108 | 54.50 |

DEPARTMENT 1231 MUNICIPAL BLDG MAINT TOTAL: 54.50
FUND 101 GENERAL FUND TOTAL: 21,893.74



| DEPARTMENT: 0276 | PARK MAINTENANCE \& DEVEL. |
| :--- | :--- |
| BUDGET TO USE: | CB-CURRENT BUDGET |


FUND 401 CAPITAL EQUIPMENT FUND TOTAL: 3,492.67
DEPARTMENT: 0579 AMATEUR SPORTS CENTER BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET


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8/29/20
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07006 CITY EFTS
VENDOR SET: 01
FUND : 602 WASTEWATER OPERATING
DEPARTMENT: 0581 WW OPERATIONS BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME |  | DESCRIPTION | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0578 | AMAZON CAPITAL SERVICES |  |  |  |  |  |  |
|  |  | I-13WQ | 602-90581-2211 | GENERAL | HYDRAULIC FILTERS | 001095 | 79.08 |


PROJ: W13-5520 WWTF IMPROVEMENTS BUILDING \& STRUCTURES
FASTENAL COMPANY

| I-97927 | $602-90581-2211$ | GENERAL SUPPL CLEANER | 001102 |
| :--- | :--- | :--- | ---: |
| I-98614 | $602-90581-2211$ | GENERAL SUPPL SUPPLIES | 001102 |
| I-98742 | $602-90581-2211$ | GENERAL SUPPL SUPPLIES | 001102 |
|  |  |  | 91.32 |
| I-435262 | $602-90581-3322$ | POSTAGE | FREIGHT |


01-3760 GROWMARK INC.
FUND 602 WASTEWATER OPERATING TOTAL: 1,757.41




| АСС' | NAME | AMOUNT |
| :---: | :---: | :---: |
| 101-0141 | MAYOR \& COUNCIL | 197.93 |
| 101-0151 | POLICE ADMINISTRATION | 127.99 |
| 101-0162 | Engineering | 2,160.00 |
| 101-0176 | AQUATIC CENTER | 26.98 |
| 101-0211 | Street Administration | 15,393.06 |
| 101-0276 | PARK MAINTENANCE \& DEVEL. | 1,097.73 |
| 101-0352 | FIRE SERVICES | 1,824.80 |
| 101-0364 | AIRPORT | 9.55 |
| 101-0741 | CITY ADMINISTRATION | 592.47 |
| 101-0821 | FINANCE | 39.79 |
| 101-0873 | COMM ED-FALL | 17.43 |
| 101-0931 | APPRAISING \& ASSESSING | 336.51 |
| 101-0971 | RECREATION-SUMMER | 15.00 |
| 101-1231 | MUNICIPAL BLDG MAINT | 54.50 |
| 101 TOTAL | GENERAL FUND | 21,893.74 |
| 270-0551 | MERIT OPERATIONS | 226.00 |
| 270 TOTAL | MERIT | 226.00 |
| 401-0276 | PARK MAINTENANCE \& DEVEL. | 3,492.67 |
| 401 TOTAL | CAPITAL EQUIPMENT FUND | 3,492.67 |
| 456-0579 | AMATEUR SPORTS CENTER | 250.00 |
| 456 TOTAL | 2013 AMATEUR SPORTS CTR | 250.00 |
| 602-0581 | WW OPERATIONS | 1,757.41 |
| 602 TOTAL | WASTEWATER OPERATING | 1,757.41 |
| 609-0991 | LIQUOR OPERATIONS | 39.27 |
| 609-0992 | LIQUOR PURCHASES | 17,878.20 |
| 609 TOTAL | LIQUOR | 17,917.47 |

PROJECT
436 ADULT SOFTBALL

511 FOOTBALL TACKLE 7TH \& 8TH

W04 BIOSOLIDS

W13 WWTF IMPROVEMENTS

LINE ITEM
2211 GENERAL SUPPLIES $\quad$ ** PROJECT 436 TOTAL **


2221
PROJECT COSTS
** PROJECT W04 TOTAL **
5520 BUILDING \& STRUCTURES $\quad$ ** PROJECT W13 TOTAL **

AMOUNT
15.00
15.00
17.43
17.43
198.32
198.32
726.60
726.60

NO ERRORS
** END OF REPORT **
$9 / 05 / 201$
VENDOR SE
3:59 PM
01 City of Marshall
ITEMS PRINTED: PAID, UNPAID
PACKET: $07010 \quad 9 / 6 / 19$ PR lw - 1
$\begin{array}{lll}\text { PACKET: } & 07010 \quad 9 / 6 / 19 & \text { PR } 1 w \\ \text { FUND } & : 101 & \text { GENERAL FUND }\end{array}$
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

| VENDOR | NAME | ITEM \# | G/L ACCOUNT | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T1 201909043852 | 101-21221 | FEDERAL W/H | 000961 | 15,628.95 |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T3 201909043852 | 101-21222 | SOCIAL SECURITY W/H | 000961 | 7,936.02 |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T4 201909043852 | 101-21223 | MEDICARE W/H | 000961 | 2,684.31 |
| 01-1818 | MN REVENUE | I-T2 201909043852 | 101-21224 | STATE W/H | 000963 | 8,045.89 |
| 01-2028 | PERA OF MINNESOTA REG | I-12 201909043852 | 101-21225 | PERA POLICE AND FIRE | 000966 | 7,190.72 |
| 01-2028 | PERA OF MINNESOTA REG | I-13 201909043852 | 101-21225 | PERA COORDINATED | 000966 | 8,606.72 |
| 01-2512 | NATIONWIDE RETIREMENT | I-33 201909043852 | 101-21251 | USCM | 000964 | 575.00 |
| 01-2513 | NATIONWIDE RETIREMENT-F | I-34 201909043852 | 101-21252 | USCM FIRE DEPT | 000965 | 1,075.15 |
| 01-3443 | VALIC DEFERRED COMP | I-35 201909043852 | 101-21257 | VALIC DEFERRED COMP | 000967 | 834.25 |
| 01-3443 | VALIC DEFERRED COMP | I-35F201909043852 | 101-21257 | VALIC - FIRE DEPARTMENT | 000967 | 128.06 |
| 01-3443 | VALIC DEFERRED COMP | I-35R201909043852 | 101-21255 | VALIC ROTH | 000967 | 600.00 |
| 01-3669 | MINNESOTA STATE RETIREM | I-27A201909043852 | 101-21246 | HEALTH CARE SAVINGS PLAN | 000962 | 580.78 |
| 01-3669 | MINNESOTA STATE RETIREM | I-27L201909043852 | 101-21246 | HEALTH CARE SAVINGS PLAN | 000962 | 1,275.00 |
| 01-3669 | MINNESOTA STATE RETIREM | I-27N201909043852 | 101-21246 | HEALTH CARE SAVINGS PLAN | 000962 | 1,748.16 |
| 01-3669 | MINNESOTA STATE RETIREM | I-27S201909043852 | 101-21246 | HEALTH CARE SAVINGS PLAN | 000962 | 200.00 |
| 01-3669 | MINNESOTA STATE RETIREM | I-36 201909043852 | 101-21258 | MNDCP - DEFERRED COMP | 000962 | 860.00 |
| 01-3669 | MINNESOTA STATE RETIREM | I-36R201909043852 | 101-21259 | MNDCP - ROTH | 000962 | 315.00 |
| 01-4805 | FURTHER | I-201909053858 | 101-21249 | Housing HSA | 000960 | 145.84 |
| 01-4805 | FURTHER | I-201909053858 | 101-21249 | Housing VEBA | 000960 | 375.00 |
| 01-4805 | FURTHER | I-HEC201909043852 | 101-21231 | EMPLOYEE HSA CONTRIBUTION | 000960 | 5,943.62 |
| 01-6085 | VOYA - INVESTORS CHOICE | I-37D201909043852 | 101-21275 | VOYA DEFERRED | 000968 | 150.00 |
| 01-6085 | VOYA - INVESTORS CHOICE | I-37R201909043852 | 101-21274 | VOYA ROTH PLAN | 000968 | 220.00 |


|  |  |  |  | DEPARTMENT 0000 |  | NON-DEPARTMENTAL | TOTAL: | 65,118.47 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL REVENUE | SERVIC I-T3 | 201909043852 | 101-50151-1122 | SOCIAL | SECURITY W/H | 000961 | 311.78 |
| 01-1358 | INTERNAL REVENUE | SERVIC I-T4 | 201909043852 | 101-50151-1125 | MEDICAR | E W/H | 000961 | 867.94 |

9/05/201
3:59 PM
City of Marshall
DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
PAGE:
ITEMS PRINTED: PAID, UNPAID
PACKET: 07010 9/6/19 PR lw - 1 FUND : 101 GENERAL FUND DEPARTMENT: 0151 POLICE ADMINISTRATION

BANK: ALL

| VENDOR | NAME | ITEM \# | G/L ACCOUNT | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | Internal revenue servic | I-T4 201909043852 | 101-50151-1125 | MEDICARE W/H | 000961 | 1.94 |
| 01-1358 | Internal revenue servic | I-T4 201909043852 | 101-50151-1125 | MEDICARE W/H | 000961 | 31.28 |
| 01-2028 | PERA OF MINNESOTA REG | I-12 201909043852 | 101-50151-1121 | PERA POLICE AND FIRE | 000966 | 10,375.28 |
| 01-2028 | PERA OF minnesota reg | I-12 201909043852 | 101-50151-1121 | PERA POLICE AND FIRE | 000966 | 25.75 |
| 01-2028 | PERA OF minnesota reg | I-12 201909043852 | 101-50151-1121 | PERA POLICE AND FIRE | 000966 | 385.01 |
| 01-2028 | PERA OF minnesota reg | I-13 201909043852 | 101-50151-1121 | PERA COORDINATED | 000966 | 428.93 |
| 01-4805 | FURTHER | I-5FH201909043852 | 101-50151-1135 | EMPLOYER CONTRIB FAM HSA 5000 | 000960 | 1,250.10 |
| 01-4805 | FURTHER | I-5FV201909043852 | 101-50151-1135 | EmPLOYER CONT FAM VEBA 5000 | 000960 | 187.50 |
| 01-4805 | FURTHER | I-5SH201909043852 | 101-50151-1135 | EMPLOYER CONTRIB SNGL HSA 500 | 000960 | 312.50 |
| 01-4805 | FURTHER | I-5SV201909043852 | 101-50151-1135 | EmPLOYER CONT SINGL VEBA 5000 | 000960 | 177.09 |


|  |  |  |  |  |  | DEPARTMENT 0151 |  | POLICE ADM | DMINISTRATION | TOTAL: | 14,355.10 |
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| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 389.76 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/H | 000961 | 87.13 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 14.69 |
| 01-1358 | Internal | Revenue | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 263.08 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/H | 000961 | 4.15 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 35.41 |
| 01-1358 | Internal | Revenue | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 27.81 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 1.84 |
| 01-1358 | Internal | Revenue | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/H | 000961 | 72.18 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 196.65 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 44.03 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60162-1122 | SOCIAL S | SECURITY W/ | W/ H | 000961 | 33.42 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 91.15 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 20.38 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 3.44 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 61.52 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 0.97 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 8.29 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 6.51 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 0.43 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 16.88 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 45.99 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 10.30 |
| 01-1358 | Internal | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60162-1125 | MEDICARE | E W/H |  | 000961 | 7.81 |
| 01-2028 | PERA OF M | minnesota | REG | I-13 | 201909043852 | 101-60162-1121 | PERA COO | ORDINATED |  | 000966 | 485.74 |
| 01-2028 | PERA OF M | MINNESOTA | REG | I-13 | 201909043852 | 101-60162-1121 | PERA COO | ORDINATED |  | 000966 | 113.83 |
| 01-2028 | PERA OF M | MINNESOTA | REG | I-13 | 201909043852 | 101-60162-1121 | PERA COO | ORDINATED |  | 000966 | 19.14 |

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    VENDOR SET: 01 City of Marshall
ITEMS PRINTED: PAID, UNPAID
DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
PAGE:
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PACKET: $\quad 07010 \quad 9 / 6 / 19$ PR lw - 1
FUND : 101 GENERAL FUND
DEPARTMENT: 0162 ENGINEERING ALL

| VEndor | NAME |  | ITEM \# | G/L ACCOUNT | DESCRIPTION |  | CHECK\# | AMOUNT |
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| 01-2028 | PERA OF | minnesota Reg | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 340.64 |
| 01-2028 | PERA OF | minnesota reg | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 5.13 |
| 01-2028 | PERA OF | MINNESOTA REG | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 48.30 |
| 01-2028 | PERA OF | MINNESOTA REG | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 36.43 |
| 01-2028 | PERA OF | minnesota Reg | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 2.39 |
| 01-2028 | PERA OF | MINNESOTA REG | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 90.60 |
| 01-2028 | PERA OF | MINNESOTA REG | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 240.19 |
| 01-2028 | PERA OF | MINNESOTA REG | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 54.70 |
| 01-2028 | PERA OF | MINNESOTA REG | I-13 201909043852 | 101-60162-1121 | PERA COORDINATED |  | 000966 | 41.70 |
| 01-4805 | FURTHER |  | I-5FH201909043852 | 101-60162-1135 | EMPLOYER CONTRIB | FAM HSA 5000 | 000960 | 264.00 |
| 01-4805 | FURTHER |  | I-5FV201909043852 | 101-60162-1135 | EMPLOYER CONT FAM | VEBA 5000 | 000960 | 187.50 |
| 01-4805 | FURTHER |  | I-5SH201909043852 | 101-60162-1135 | EMPLOYER CONTRIB | SNGL HSA 500 | 000960 | 84.38 |


|  |  |  |  |  |  | DEPARTMENT 0162 |  | Engineering |  |  |  | TOTAL: | 3,458.49 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60164-1122 | SOCIAL S | SECURITY | / H |  |  | 000961 | 671.66 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-60164-1125 | MEDICARE | W/H |  |  |  | 000961 | 157.07 |
| 01-2028 | PERA OF M | MINNESOTA | REG | I-13 | 201909043852 | 101-60164-1121 | PERA COOR | RDINATED |  |  |  | 000966 | 938.07 |
| 01-4805 | FURTHER |  |  | I-5FH | 201909043852 | 101-60164-1135 | EMPLOYER | Contrib | FAM | HSA | 5000 | 000960 | 230.23 |
| 01-4805 | FURTHER |  |  | I-5FV | 201909043852 | 101-60164-1135 | EMPLOYER | CONT fAM | VEBA | A 50 |  | 000960 | 187.50 |
| 01-4805 | FURTHER |  |  | I-5S | 201909043852 | 101-60164-1135 | EMPLOYER | CONTRIB | SNGL | HSA | 500 | 000960 | 40.62 |


|  |  |  |  |  |  | DEPARTMENT 0164 |  |  | COMMUNIT | Y PLANNING | TOTAL: | 2,225.15 |
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| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-70176-1122 |  | SOCIAL | SECURITY | W/ H | 000961 | 7.63 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-70176-1125 |  | MEDICAR | E W/H |  | 000961 | 1.78 |
|  |  |  |  |  |  | DEPARTMENT 0176 |  |  | AQUATIC | CENTER | TOTAL: | 9.41 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60211-1122 |  | SOCIAL | SECURITY |  | 000961 | 223.03 |
| 01-1358 | INTERNAL | REVENuE | SERVIC | I-T3 | 201909043852 | 101-60211-1122 |  | SOCIAL | SECURITY |  | 000961 | 29.99 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60211-1122 |  | SOCIAL | SECURITY |  | 000961 | 2.31 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60211-1122 |  | SOCIAL | SECURITY |  | 000961 | 621.46 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60211-1122 |  | SOCIAL | SECURITY |  | 000961 | 129.24 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60211-1122 |  | SOCIAL | SECURITY | W/H | 000961 | 160.25 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60211-1122 |  | SOCIAL | SECURITY |  | 000961 | 18.75 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-60211-1122 |  | SOCIAL | SECURITY | W/ H | 000961 | 46.69 |

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    $\begin{array}{ll}\text { VENDOR SET: } 01 \quad \text { City of Marshall } \\ \text { PACKET. } & 07010 \quad 9 / 6 / 19 \mathrm{PR} \text { lw - }\end{array}$
DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
PAGE:
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ITEMS PRINTED: PAID, UNPAID
PACKET: 07010 9/6/19 PR lw - 1
FUND : 101 GENERAL FUND
DEPARTMENT: 0211 STREET ADMINISTRATION BANK: ALL


|  |  |  |  |  |  | DEPARTMENT 0211 |  | STREET ADMINISTRATION |  |  |  | TOTAL: | 3,958.54 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-70276-1122 | SOCIAL S | SECURITY |  |  |  | 000961 | 869.44 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-70276-1125 | MEDICARE | W/H |  |  |  | 000961 | 203.35 |
| 01-2028 | PERA OF | MINNESOTA | REG | I-13 | 201909043852 | 101-70276-1121 | PERA COO | RDInATED |  |  |  | 000966 | 776.54 |
| 01-4805 | FURTHER |  |  | I-5FH | 201909043852 | 101-70276-1135 | EMPLOYER | CONTRIB | FAM | HSA | 5000 | 000960 | 83.34 |
| 01-4805 | FURTHER |  |  | I-5SH | 201909043852 | 101-70276-1135 | EMPLOYER | CONTRIB | SNGI | HSA |  | 000960 | 62.50 |


|  |  |  |  |  |  | DEPARTMENT 0276 |  | PARK MAINTENANCE \& DEV TOTAL: |  |  | 1,995.17 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60364-1122 | SOCIAL | SECURITY |  | 000961 | 58.24 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60364-1122 | SOCIAL | SECURITY |  | 000961 | 42.96 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60364-1122 | SOCIAL | SECURITY |  | 000961 | 47.39 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60364-1122 | SOCIAL | SECURITY |  | 000961 | 28.97 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-60364-1122 | SOCIAL | SECURITY |  | 000961 | 72.86 |

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ITEMS PRINTED: PAID, UNPAID
PACKET: 07010 9/6/19 PR lw - 1
FUND : 101 GENERAL FUND
DEPARTMENT: 0364 AIRPORT BANK: ALL




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ity of Marshall
ITEMS PRINTED: PAID, UNPAID
PACKET: 07010 9/6/19 PR lw - 1 FUND : 101 GENERAL FUND
DEPARTMENT: 0675 COMM SERVICES ADMIN ALL

| VENDOR | NAME | ITEM \# | G/L ACCOUNT | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T3 201909043852 | 101-70675-1122 | SOCIAL SECURITY W/H | 000961 | 522.06 |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T4 201909043852 | 101-70675-1125 | MEDICARE W/H | 000961 | 122.09 |
| 01-2028 | PERA OF MINNESOTA REG | I-13 201909043852 | 101-70675-1121 | PERA COORDINATED | 000966 | 650.10 |
| 01-4805 | FURTHER | I-5FH201909043852 | 101-70675-1135 | EMPLOYER CONTRIB FAM HSA 5000 | 000960 | 83.34 |
| 01-4805 | FURTHER | I-5SH201909043852 | 101-70675-1135 | EMPLOYER CONTRIB SNGL HSA 500 | 000960 | 62.50 |
| 01-4805 | FURTHER | I-5SV201909043852 | 101-70675-1135 | EMPLOYER CONT SINGL VEBA 5000 | 000960 | 104.17 |


|  |  |  | DEPARTMENT 0675 COMM SERVICES ADMIN |  | TOTAL: | 1,544.26 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T3 201909043852 | 101-40741-1122 | SOCIAL SECURITY W/H | 000961 | 726.90 |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T4 201909043852 | 101-40741-1125 | MEDICARE W/H | 000961 | 170.02 |
| 01-2028 | PERA OF MINNESOTA REG | I-13 201909043852 | 101-40741-1121 | PERA COORDINATED | 000966 | 945.58 |
| 01-4805 | FURTHER | I-5FH201909043852 | 101-40741-1135 | EMPLOYER CONTRIB FAM HSA 5000 | 000960 | 172.49 |
| 01-4805 | FURTHER | I-5SH201909043852 | 101-40741-1135 | EMPLOYER CONTRIB SNGL HSA 500 | 000960 | 62.50 |
| 01-4805 | FURTHER | I-5SV201909043852 | 101-40741-1135 | EMPLOYER CONT SINGL VEBA 5000 | 000960 | 110.03 |


|  |  |  |  | DEPARTMENT 0741 |  | CITY ADMINI | TOTAL: | 2,187.52 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL REVENUE | SERVIC I-T3 | 201909043852 | 101-70772-1122 | SOCIAL | SECURITY W/H | 000961 | 3.58 |
| 01-1358 | INTERNAL REVENUE | SERVIC I-T4 | 201909043852 | 101-70772-1125 | MEDICARE | E W/H | 000961 | 0.84 |


|  |  |  | DEPARTMENT 0772 CS YOUTH ACTIVITIES |  | TOTAL: | 4.42 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T3 201909043852 | 101-40821-1122 | SOCIAL SECURITY W/H | 000961 | 506.88 |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T4 201909043852 | 101-40821-1125 | MEDICARE W/H | 000961 | 118.55 |
| 01-2028 | PERA OF MINNESOTA REG | I-13 201909043852 | 101-40821-1121 | PERA COORDINATED | 000966 | 689.10 |
| 01-4805 | FURTHER | I-5FH201909043852 | 101-40821-1135 | EMPLOYER CONTRIB FAM HSA 5000 | 000960 | 166.68 |
| 01-4805 | FURTHER | I-5SH201909043852 | 101-40821-1135 | EMPLOYER CONTRIB SNGL HSA 500 | 000960 | 62.50 |

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    VENDOR SET: 01 City of Marshall
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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
PAGE:
PACKET: 07010 9/6/19 PR lw - 1
FUND : 101 GENERAL FUND
DEPARTMENT: 0871 COMM ED-SUMMER ALL

| VENDOR | NAME |  |  | ITEM |  | G/L ACCOUNT | DESCRIPTION |  |  | CHECK\# |  | AMOUNT |
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| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-70871-1122 | SOCIAL S | SECURITY W/ | W/H |  | 000961 | 117.07 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-70871-1122 | SOCIAL S | SECURITY W/ | W/H |  | 000961 | 10.85 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T4 | 201909043852 | 101-70871-1125 | MEDICARE | W/H |  |  | 000961 | 27.38 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T4 | 201909043852 | 101-70871-1125 | MEDICARE | W/H |  |  | 000961 | 2.54 |
| 01-2028 | PERA OF | MINNESOTA | REG | I-13 | 201909043852 | 101-70871-1121 | PERA COO | ORDINATED |  |  | 000966 | 144.00 |
|  |  |  |  |  |  | DEPARTMENT 0871 |  | COMM ED-S | SUMMER |  | TOTAL: | 301.84 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-40931-1122 | SOCIAL S | SECURITY W/ | W/H |  | 000961 | 415.54 |
| 01-1358 | INTERNAL | REVENUE S | SERVIC | I-T3 | 201909043852 | 101-40931-1122 | SOCIAL S | SECURITY W/ | W/H |  | 000961 | 2.90 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T4 | 201909043852 | 101-40931-1125 | MEDICARE | W/H |  |  | 000961 | 97.18 |
| 01-1358 | INTERNAL | REVENUE S | SERVIC | I-T4 | 201909043852 | 101-40931-1125 | MEDICARE | E/H |  |  | 000961 | 0.68 |
| 01-2028 | PERA OF | MINNESOTA | REG | I-13 | 201909043852 | 101-40931-1121 | PERA COO | ORDINATED |  |  | 000966 | 598.10 |
| 01-2028 | PERA OF | minnesota | REG | I-13 | 201909043852 | 101-40931-1121 | PERA COO | ORDINATED |  |  | 000966 | 4.38 |
| 01-4805 | FURTHER |  |  | I-5FH | H201909043852 | 101-40931-1135 | EMPLOYER | R CONTRIB | FAM | 5000 | 000960 | 250.02 |


|  |  |  |  |  |  | DEPARTMENT 0931 APPRAISING \& ASSESSING TOTAL: |  |  |  |  |  | 1,368.80 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-70971-1122 | SOCIAL S | SECURITY |  |  | 000961 | 126.07 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T3 | 201909043852 | 101-70971-1122 | SOCIAL S | SECURITY |  |  | 000961 | 11.29 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T4 | 201909043852 | 101-70971-1125 | MEDICARE | E W/H |  |  | 000961 | 29.48 |
| 01-1358 | INTERNAL | REVENUE | SERVIC | I-T4 | 201909043852 | 101-70971-1125 | MEDICARE | E W/H |  |  | 000961 | 2.65 |
| 01-2028 | PERA OF M | MINNESOTA |  | I-13 | 201909043852 | 101-70971-1121 | PERA COO | ORDINATED |  |  | 000966 | 180.00 |
| 01-4805 | FURTHER |  |  | I-5F | H201909043852 | 101-70971-1135 | EMPLOYER | R CONTRIB | FAM | 5000 | 000960 | 83.34 |


|  |  |  |  | DEPARTMENT 0971 |  | RECREATION-SUMMER | TOTAL: | 432.83 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | Internal revenue | SERVIC I-T3 | 201909043852 | 101-70979-1122 | SOCIAL | SECURITY W/H | 000961 | 2.14 |
| 01-1358 | Internal revenue | SERVIC I-T4 | 201909043852 | 101-70979-1125 | MEDICAR | E W/H | 000961 | 0.50 |


|  |  |  |  |  |  | DEPARTMENT 0979 |  | RECREAT | ION-WINTER | TOTAL: | 2.64 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL | SECURITY |  | 000961 | 23.61 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL | SECURITY |  | 000961 | 15.62 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL | SECURITY |  | 000961 | 22.66 |
| 01-1358 | INTERNAL | Revenue | SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL | SECURITY |  | 000961 | 180.89 |

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                    07010 9/6/19 PR lw - 1
    PACKET: $\quad 07010$ 9/6/19 PR Iw
FUND $\quad 101$ GENERAL FUND
DEPARTMENT: 1231 MUNICIPAL BLDG MAINT BANK: ALL

| VEndor | NAME |  | ITEM | \# | G/L ACCOUNT | DESCRIPTION |  | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL SECURITY | W/H | 000961 | 32.04 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL SECURITY | W/ H | 000961 | 6.70 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL SECURITY | W/ H | 000961 | 2.98 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL SECURITY | W/H | 000961 | 37.20 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T3 | 201909043852 | 101-41231-1122 | SOCIAL SECURITY | W/ H | 000961 | 15.18 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 5.52 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 3.65 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 5.30 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 42.31 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 7.49 |
| 01-1358 | Internal | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 1.57 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 0.70 |
| 01-1358 | INTERNAL | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 8.70 |
| 01-1358 | Internal | REVENUE SERVIC | I-T4 | 201909043852 | 101-41231-1125 | MEDICARE W/H |  | 000961 | 3.55 |
| 01-2028 | PERA OF | minnesota reg | I-13 | 201909043852 | 101-41231-1121 | PERA COORDINATED |  | 000966 | 34.20 |
| 01-2028 | PERA OF M | minnesota reg | I-13 | 201909043852 | 101-41231-1121 | PERA COORDINATED |  | 000966 | 18.90 |
| 01-2028 | PERA OF M | minnesota reg | I-13 | 201909043852 | 101-41231-1121 | PERA COORDINATED |  | 000966 | 29.14 |
| 01-2028 | PERA OF | minnesota Reg | I-13 | 201909043852 | 101-41231-1121 | PERA COORDINATED |  | 000966 | 253.24 |
| 01-2028 | PERA OF | minnesota reg | I-13 | 201909043852 | 101-41231-1121 | PERA COORDINATED |  | 000966 | 3.94 |
| 01-2028 | PERA OF M | minnesota reg | I-13 | 201909043852 | 101-41231-1121 | PERA COORDINATED |  | 000966 | 3.60 |
| 01-2028 | PERA OF | minnesota Reg | I-13 | 201909043852 | 101-41231-1121 | PERA COORDINATED |  | 000966 | 45.00 |
| 01-2028 | PERA OF | minnesota reg | I-13 | 201909043852 | 101-41231-1121 | PERA COORDINATED |  | 000966 | 22.50 |
| 01-4805 | FURTHER |  | I-5FH | H201909043852 | 101-41231-1135 | EMPLOYER CONTRIB | FAM HSA 5000 | 000960 | 83.34 |
| 01-4805 | FURTHER |  | I-5SH | 201909043852 | 101-41231-1135 | EMPLOYER CONTRIB | SNGL HSA 500 | 000960 | 62.50 |


650.11
FUND 101 GENERAL FUND TOTAL: 101,966.02




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9/05/2019
```

    \(3: 59 \mathrm{PM}\)
            01
                        City of Marshall
                                    ITEMS PRINTED: PAID, UNPAID
    PACKET: 07010 9/6/19 PR lw - 1
FUND : 270 MERIT
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

| VENDOR | NAME | ITEM | \# | G/L ACCOUNT | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | Internal Revenue Servic | I-T1 | 201909043852 | 270-21221 | Federal w/h | 000961 | 167.40 |
| 01-1358 | Internal revenue servic | I-T3 | 201909043852 | 270-21222 | SOCIAL SECURITY W/H | 000961 | 145.22 |
| 01-1358 | Internal revenue servic | I-T4 | 201909043852 | 270-21223 | MEDICARE W/H | 000961 | 33.96 |
| 01-1818 | MN Revenue | I-T2 | 201909043852 | 270-21224 | STATE W/H | 000963 | 96.42 |
| 01-2028 | PERA OF minnesota Reg | I-13 | 201909043852 | 270-21225 | PERA COORDINATED | 000966 | 159.07 |
| 01-3669 | MINNESOTA STATE RETIREM | I-271 | N201909043852 | 270-21246 | health Care saving flan | 000962 | 24.47 |
| 01-4805 | FURTHER | I-HEC | 201909043852 | 270-21231 | EmPLOYEE HSA CONTRIBUTION | 000960 | 25.00 |


DEPARTMENT 0551 MERIT OPERATIONS TOTAL: 446.06
FUND 270 MERIT TOTAL: 1,097.60

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9/05/201
```

            3:59 PM
                01 City of Marshall
                    ITEMS PRINTED: PAID, UNPAID
    PACKET: 07010 9/6/19 PR lw - 1
PACKET: : 602 WASTEWATER OPERATING
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

| VENDOR | NAME | ITEM \# | G/L ACCOUNT | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T1 201909043852 | 602-21221 | FEDERAL W/H | 000961 | 2,443.58 |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T3 201909043852 | 602-21222 | SOCIAL SECURITY W/H | 000961 | 1,708.68 |
| 01-1358 | INTERNAL REVENUE SERVIC | I-T4 201909043852 | 602-21223 | MEDICARE W/H | 000961 | 399.60 |
| 01-1818 | MN REVENUE | I-T2 201909043852 | 602-21224 | STATE W/H | 000963 | 1,241.12 |
| 01-2028 | PERA OF MINNESOTA REG | I-13 201909043852 | 602-21225 | PERA COORDINATED | 000966 | 1,995.91 |
| 01-2512 | NATIONWIDE RETIREMENT | I-33 201909043852 | 602-21251 | USCM | 000964 | 300.00 |
| 01-3443 | VALIC DEFERRED COMP | I-35 201909043852 | 602-21257 | VALIC DEFERRED COMP | 000967 | 37.75 |
| 01-3443 | VALIC DEFERRED COMP | I-35R201909043852 | 602-21255 | VALIC ROTH | 000967 | 650.00 |
| 01-3669 | MINNESOTA STATE RETIREM | I-27A201909043852 | 602-21246 | HEALTH CARE SAVINGS PLAN | 000962 | 259.21 |
| 01-3669 | MINNESOTA STATE RETIREM | I-27N201909043852 | 602-21246 | HEALTH CARE SAVINGS PLAN | 000962 | 390.12 |
| 01-4805 | FURTHER | I-HEC201909043852 | 602-21231 | EMPLOYEE HSA CONTRIBUTION | 000960 | 1,000.75 |
| 01-6085 | VOYA - INVESTORS CHOICE | I-37R201909043852 | 602-21274 | VOYA ROTH PLAN | 000968 | 630.00 |


DEPARTMENT 0581 WW OPERATIONS TOTAL: 5,530.43
FUND 602 WASTEWATER OPERATING TOTAL: 16,587.15


** G/L ACCOUNT TOTALS **


| YFAR |  |  |  | == | NE ITEM==== | === | ======GROUP BUDGET======= |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | ANNUAL | BUDGET | OVER | ANNUAL | BUDGET OVER |
|  | ACCOUNT | NAME | AMOUNT | BUDGET | AVAILABLE | Budg | BUDGET | AVAILABLE BUDG |
|  | 101-50453-1121 | PERA CONTRIBUTIONS | 44.74 | 1,147 | 261.87 |  |  |  |
|  | 101-50453-1122 | FICA CONTRIBUTIONS | 34.48 | 1,185 | 493.29 |  |  |  |
|  | 101-50453-1125 | MEDICARE CONTRIBUTIONS | 8.07 | 277 | 115.36 |  |  |  |
|  | 101-50453-1135 | hSA/VEBA EMPLOYER CONTRIBU | 31.25 | 0 | 522.50- | Y |  |  |
|  | 101-60162-1121 | PERA CONTRIBUTIONS | 1,478.79 | 37,984 | 10,577.61 |  |  |  |
|  | 101-60162-1122 | FICA CONTRIBUTIONS | 1,170.15 | 32,058 | 10,670.62 |  |  |  |
|  | 101-60162-1125 | MEDICARE CONTRIBUTIONS | 273.67 | 7,497 | 2,495.46 |  |  |  |
|  | 101-60162-1135 | hSA/VEBA EMPLOYER CONTRIBU | 535.88 | 0 | 9,200.64- | Y |  |  |
|  | 101-60164-1121 | PERA CONTRIBUTIONS | 938.07 | 23,270 | 6,491.85 |  |  |  |
|  | 101-60164-1122 | FICA CONTRIBUTIONS | 671.66 | 19,237 | 7,179.84 |  |  |  |
|  | 101-60164-1125 | MEDICARE CONTRIBUTIONS | 157.07 | 4,498 | 1,679.13 |  |  |  |
|  | 101-60164-1135 | HSA/VEBA EMPLOYER CONTRIBU | 458.35 | 0 | 7,794.23- | Y |  |  |
|  | 101-60211-1121 | PERA CONTRIBUTIONS | 1,686.34 | 42,370 | 10,617.94 |  |  |  |
|  | 101-60211-1122 | FICA CONTRIBUTIONS | 1,257.29 | 35,911 | 11,694.63 |  |  |  |
|  | 101-60211-1125 | MEDICARE CONTRIBUTIONS | 294.04 | 8,398 | 2,735.00 |  |  |  |
|  | 101-60211-1135 | hSA/VEBA EMPLOYER CONTRIBU | 720.87 | 0 | 11,894.80- | Y |  |  |
|  | 101-60364-1121 | PERA CONTRIBUTIONS | 379.02 | 9,687 | 1,462.04 |  |  |  |
|  | 101-60364-1122 | FICA CONTRIBUTIONS | 401.29 | 10,032 | 2,405.63 |  |  |  |
|  | 101-60364-1125 | MEDICARE CONTRIBUTIONS | 93.86 | 2,346 | 562.54 |  |  |  |
|  | 101-60364-1135 | hSA/VEBA EMPLOYER CONTRIBU | 175.02 | 0 | 3,175.69- | 1 |  |  |
|  | 101-70176-1122 | FICA CONTRIBUTIONS | 7.63 | 6,364 | 1,426.38 |  |  |  |
|  | 101-70176-1125 | MEDICARE CONTRIBUTIONS | 1.78 | 1,488 | 333.65 |  |  |  |
|  | 101-70276-1121 | PERA CONTRIBUTIONS | 776.54 | 15,018 | 2,107.50 |  |  |  |
|  | 101-70276-1122 | FICA CONTRIBUTIONS | 869.44 | 17,980 | 3,200.47 |  |  |  |
|  | 101-70276-1125 | MEDICARE CONTRIBUTIONS | 203.35 | 4,205 | 748.40 |  |  |  |
|  | 101-70276-1135 | HSA/VEBA EMPLOYER CONTRIBU | 145.84 | 0 | 2,479.28- | Y |  |  |
|  | 101-70675-1121 | PERA CONTRIBUTIONS | 650.10 | 16,696 | 5,275.49 |  |  |  |
|  | 101-70675-1122 | FICA CONTRIBUTIONS | 522.06 | 14,434 | 5,598.14 |  |  |  |
|  | 101-70675-1125 | MEDICARE CONTRIBUTIONS | 122.09 | 3,375 | 1,309.34 |  |  |  |
|  | 101-70675-1135 | hSA/VEBA EMPLOYER CONTRIBU | 250.01 | 0 | 4,250.17- | Y |  |  |
|  | 101-70772-1122 | FICA CONTRIBUTIONS | 3.58 | 830 | 691.66 |  |  |  |
|  | 101-70772-1125 | MEDICARE CONTRIBUTIONS | 0.84 | 194 | 161.72 |  |  |  |
|  | 101-70871-1121 | PERA CONTRIBUTIONS | 144.00 | 1,221 | 80.08 |  |  |  |
|  | 101-70871-1122 | FICA CONTRIBUTIONS | 127.92 | 2,780 | 517.73- | Y |  |  |
|  | 101-70871-1125 | MEDICARE CONTRIBUTIONS | 29.92 | 650 | 121.14- | Y |  |  |
|  | 101-70971-1121 | PERA CONTRIBUTIONS | 180.00 | 1,544 | 104.31 |  |  |  |
|  | 101-70971-1122 | FICA CONTRIBUTIONS | 137.36 | 3,284 | 754.79 |  |  |  |
|  | 101-70971-1125 | MEDICARE CONTRIBUTIONS | 32.13 | 768 | 176.60 |  |  |  |
|  | 101-70971-1135 | HSA/VEBA EMPLOYER CONTRIBU | 83.34 | 0 | 583.38 - | Y |  |  |
|  | 101-70979-1122 | FICA CONTRIBUTIONS | 2.14 | 2,920 | 140.68 |  |  |  |
|  | 101-70979-1125 | MEDICARE CONTRIBUTIONS | 0.50 | 683 | 32.88 |  |  |  |
|  | 208-21221 | FEDERAL W/H | 3.38 |  |  |  |  |  |
|  | 208-21222 | FICA W/ H | 11.16 |  |  |  |  |  |
|  | 208-21223 | MEDICARE W/H | 2.61 |  |  |  |  |  |
|  | 208-21224 | STATE W/H | 4.69 |  |  |  |  |  |


$\qquad$

| YEAR | ACCOUNT | NAME | AMOUNT | =========LINE ITEM========= |  | =======GROUP BUDGET======= |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | ANNUAL | BUDGET OVER | ANNUAL | Budget over |
|  |  |  |  | BUDGET | AVAILABLE Budg | Budget | AVAILABLE Budg |
|  | 602-21257 | DEFFERED COMP--VALIC | 37.75 |  |  |  |  |
|  | 602-21274 | DEFERRED COMP-VOYA ROTH | 630.00 |  |  |  |  |
|  | 602-90581-1121 | PERA CONTRIBUTIONS | 2,302.97 | 61,533 | 19,501.10 |  |  |
|  | 602-90581-1122 | FICA CONTRIBUTIONS | 1,708.68 | 50,867 | 19,632.60 |  |  |
|  | 602-90581-1125 | MEDICARE CONTRIBUTIONS | 399.60 | 11,896 | 4,591.68 |  |  |
|  | 602-90581-1135 | hSA/VEBA Employer contribu | 1,119.18 | 0 | 18,779.38- Y |  |  |
|  | 609-21221 | FEDERAL WITHHOLDING | 809.26 |  |  |  |  |
|  | 609-21222 | FICA WIthholding | 740.23 |  |  |  |  |
|  | 609-21223 | MEDICARE | 173.12 |  |  |  |  |
|  | 609-21224 | State withholding | 442.31 |  |  |  |  |
|  | 609-21225 | PERA WITHHOLDING | 742.26 |  |  |  |  |
|  | 609-21231 | HSA / VEBA (ER ONLY) | 138.56 |  |  |  |  |
|  | 609-21246 | health Care savings plan | 141.80 |  |  |  |  |
|  | 609-21257 | Deffered comp--valic | 125.00 |  |  |  |  |
|  | 609-21274 | DEFFERRED COMP-VOYA ROTH | 100.00 |  |  |  |  |
|  | 609-21275 | voya - deferred pre tax | 100.00 |  |  |  |  |
|  | 609-90991-1121 | PERA CONTRIBUTIONS | 856.45 | 16,386 | 578.28 |  |  |
|  | 609-90991-1122 | FiCA Contributions | 740.23 | 17,759 | 4,945.93 |  |  |
|  | 609-90991-1125 | MEDICARE CONTRIBUTIONS | 173.12 | 4,153 | 1,156.74 |  |  |
|  | 609-90991-1135 | hSA/VEBA Employer contribu | 291.67 | 0 | 4,958.39- Y |  |  |
|  |  | ** 2019 YEAR TOTALS | 38,234.39 |  |  |  |  |

ACCT

101
101-0151
101-0162
101-0164
101-0176
101-0211
101-0276
101-0364
101-0453
101-0671
101-0675
101-0741
101-0772
101-0821
101-0871

NAME
NON-DEPARTMENTAL
POLICE ADMINISTRATION
ENGINEERING
COMMUNITY PLANNING
AQUATIC CENTER
STREET ADMINISTRATION
PARK MAINTENANCE \& DEVEL. AIRPORT
ANIMAL IMPOUNDMENT CABLE COMMISSION
COMM SERVICES ADMIN CITY ADMINISTRATION CS YOUTH ACTIVITIES FINANCE
COMM ED-SUMMER

AMOUNT
65,118.47
14,355.10
3,458.49
2,225.15
9.41

3,958.54
1,995.17
1,049.19
118.54
669.80

1,544.26
2,187. 52
4.42

1,543.71
301.84

| ACCT | NAME | AMOUNT |
| :---: | :---: | :---: |
| 101-0931 | APPRAISING \& ASSESSING | 1,368.80 |
| 101-0971 | RECREATION-SUMMER | 432.83 |
| 101-0979 | RECREATION-WINTER | 2.64 |
| 101-1231 | MUNICIPAL BLDG MAINT | 972.03 |
| 101-2071 | AdULT COMMUNITY CTR | 650.11 |
| 101 TOTAL | GENERAL FUND | 101,966.02 |
| 208 | NON-DEPARTMENTAL | 21.84 |
| 208-1136 | GENERAL COMMUNITY DEV | 13.77 |
| 208 TOTAL | EDA ADMINISTRATION | 35.61 |
| 211 | NON-DEPARTMENTAL | 6,469.96 |
| 211-0437 | LIBRARY | 3,676.28 |
| 211 TOTAL | LIBRARY FUND | 10,146.24 |
| 258 | NON-DEPARTMENTAL | 1,628.86 |
| 258-0579 | AMATEUR SPORTS CENTER | 1,198.90 |
| 258 TOTAL | ASC ARENA | 2,827.76 |
| 270 | NON-DEPARTMENTAL | 651.54 |
| 270-0551 | MERIT OPERATIONS | 446.06 |
| 270 TOTAL | MERIT | 1,097.60 |
| 602 | NON-DEPARTMENTAL | 11,056.72 |
| 602-0581 | WW OPERATIONS | 5,530.43 |
| 602 TOTAL | WASTEWATER OPERATING | 16,587.15 |
| 609 | NON-DEPARTMENTAL | 3,512.54 |
| 609-0991 | LIQUOR OPERATIONS | 2,061.47 |
| 609 TOTAL | LIQUOR | 5,574.01 |
|  | ** tota | 138,234.39 |

NO ERRORS
** END OF REPORT **

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9/05/20
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07018 EFT Payments
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: AP
CB-CURRENT BUDGET
BUDGET TO USE:

| VENDOR | NAME | ITEM |  | G/L ACCOUNT NAME |  |  | DESCR | RIPTION |  | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1633 | MARSHALL MUNICIPAL UTIL |  |  |  |  |  |  |  |  |  |  |
|  |  | I-2019 | 909043847 | 101-36411 | REFUNDS | \& REI | 2018 | FLOOD | 4390-PW527 | 001140 | 23,979.82 |


|  |  |  | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 23,979.82 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0378 | BUYSSE, JASON |  |  |  |  |  |
|  | I-09/2019-CELL PHON | 101-50151-3321 | TELEPHONE \& C |  | 001154 | 30.00 |
| 01-0512 | VANLEEUWE, SARA J. |  |  |  |  |  |
|  |  |  |  |  |  |  |

01-4826 RIEKE, BENJAMIN
I-09/2019-CELL PHON 101-50151-3321 TELEPHONE \& C 00117200

| 01-5327 | BAUMANN, ADAM |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | I-09/2019-CELL PHON | 101-50151-3321 | TELEPHONE \& C | 001173 | 30.00 |
| 01-5377 | KRUK, CHRISTOPHER |  |  |  |  |
|  | I-09/2019-CELL PHON | 101-50151-3321 | TELEPHONE \& C | 001174 | 30.00 |

DEPARTMENT 0151 POLICE ADMINISTRATION TOTAL: 190.00

01-4489 VERIZON WIRELESS

| I-9836665048 | 101-50156-3321 TELEPHONE \& C 07/24-08/23/19 001171 |
| :--- | :--- | :--- | :--- |

DEPARTMENT 0156 CHEMICAL ASSESSMENT TEAM TOTAL:

47.01
01-0473 OLSON, GLENN

| I-09/2019-CELL PHON | $101-60162-3321$ | TELEPHONE \& C | 001157 | 80.00 |
| :--- | :--- | :--- | :--- | :--- |
| I-09/2019-CELL PHON | $101-60162-3321$ | TELEPHONE \& C | 001179 | 30.00 |


|  |  |  | DEPARTMENT 0162 | ENGINEERING | TOTAL: | 110.00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-2538 | VIKING COCA COLA Bottli |  |  |  |  |  |
|  | C-868925 | 101-70176-2254 | GEN MDSE PURC MAC | CONCESSIONS | 001147 | $143.00-$ |

DEPARTMENT 0176 AQUATIC CENTER TOTAL: 143.00-

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9/05/20
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07018 EFT Payments
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 0211 STREET ADMINISTRATION BANK AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM | \# | G/L ACCOUNT NAME |  | DESCRIPTION | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0380 | CALLENS, DAVID |  |  |  |  |  |  |  |
|  |  | I-09/ | 2019-CELL PHON | 101-60211-3321 | TELEPHONE |  | 001155 | 30.00 |


| $\begin{gathered} \text { CATTOOR OIL COMPANY INC } \\ \text { I-1077 } \end{gathered}$ | 101-60211-2212 | MOTOR FUELS, | BULK GAS | 001131 | 63.88 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| DUININCK BROS., INC. |  |  |  |  |  |
| I-538221 | 101-60211-2227 | OTHER REPAIRS | FROST BOIL DIGOUTS | 001133 | 1,466.49 |
| I-538256 | 101-60211-2227 | OTHER REPAIRS | FROST BOIL DIGOUTS | 001133 | 4,895.75 |
| I-538290 | 101-60211-2227 | OTHER REPAIRS | FROST BOIL DIGOUTS | 001133 | 3,003.00 |
| FASTENAL COMPANY |  |  |  |  |  |
| I-98495 | 101-60211-2227 | OTHER REPAIRS | SIGN POST ANCHORS | 001135 | 4.85 |
| NEWMAN SIGNS |  |  |  |  |  |
| I-TRFINV014599 | 101-60211-2227 | OTHER REPAIRS | N 4TH ST SIGNS | 001164 | 115.60 |
| NORTH CENTRAL INTERNATI |  |  |  |  |  |
| I-358850 | 101-60211-2221 | EQUIPMENT REP | VACTOR TRUCK | 001143 | 20.52 |
| RUNNINGS SUPPLY INC |  |  |  |  |  |
| I-4708500 | 101-60211-2215 | SAFETY WEAR \& | SAFETY GLOVES | 001145 | 113.90 |
| JT SERVICES |  |  |  |  |  |
| I-JT19-080-01 | 101-60211-2227 | OTHER REPAIRS | SHOP LIGHT POLE | 001169 | 929.00 |
| I-JT19-120-02 | 101-60211-2227 | OTHER REPAIRS | BANNER POLES, BOLLARDS | 001169 | 8,150.00 |
|  |  | DEPARTMENT 02 | 211 STREET ADMINISTRATION | TOTAL: | 18,792.99 |

FASTENAL COMPANY
I-98492 GENERAL SUPPL CABLE TIES $101-70276-2211 \quad 001135$

HARDWARE HANK
I-50144 EQUIPMENT REP FILTERS $101-70276-2221001136$

01-4134 STENSRUD, PRESTON
I-09/2019-CELL PHON 101-70276-3321 TELEPHONE 30.00

01-4734 TESSMAN COMPANY
I-S299482-IN $101-70276-2211 \quad$ GENERAL SUPPL SPRAY 001148


01-1090 FAStenal company
9/05/2
PACKET:
07018 EFT Payments
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 0352 FIRE SERVICES BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET
VENDOR NAME G/L ACCOUNT NAME DESCRIPTION EFT \# AMOUNT




|  |  |  | DEPARTMENT 0675 Comm Services Admin | TOTAL: | 5,702.51 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01-5891 | ONE OFFICE SOLUTION |  |  |  |  |
|  | I-19209827-0 | 101-40741-2211 | GENERAL SUPPL OFFICE CHAIR | 001151 | 229.95 |


|  |  |  | DEPARTMENT 0741 | CITY ADMINISTRATION | TOTAL: | 229.95 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-5491 STORM, ANNETTE |  |  |  |  |  |  |
|  | I-09/2019-CELL PHON | 101-40821-3321 | TELEPHONE \& C |  | 001175 | 80.00 |


|  |  |  | DEPARTMENT 0821 FINANCE | TOTAL: | 80.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1271 HENLE PRINTING COMPANY |  |  |  |  |  |
|  |  | 101-40931-2211 | GENERAL SUPPL DOOR HANGARS | 001137 | 141.77 |



9/05/20
$4: 12 \mathrm{PM}$ 07018 EFT Payments VENDOR SET: 01 FUND : 101 GENERAL FUND
DEPARTMENT: 1231 MUNICIPAL BLDG MAINT BANK: AP BUDGET TO USE: CB-CURRENT BUDGET


|  |  |  | DEPARTMENT 1231 MUNICIPAL BLDG MAINT | TOTAL: | 216.50 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1243 | HARDWARE HANK |  |  |  |  |
|  | I-50041 | 101-42071-2211 | GENERAL SUPPL AIR POTS | 001136 | 49.98 |
| 01-1271 | HENLE PRINTING COMPANY |  |  |  |  |
|  | I-160631 | 101-42071-2211 | GENERAL SUPPL NEWSLETTER | 001137 | 13.65 |
| 01-6126 | UNITED COMMUNITY ACTION |  |  |  |  |
|  | I-5756 | 101-42071-2211 | GENERAL SUPPL PROGRAMMING | 001152 | 220.00 |

DEPARTMENT 2071 ADULT COMMUNITY CTR TOTAL: 283.63
FUND 101 GENERAL FUND TOTAL: 51,435.16

VENDOR SET: 01
FUND : 230 TAX INCREMENT FINANCING
DEPARTMENT: 1136 GEN COMM DEVELOPMENT
BANK: AP

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME | DESCRIPTION | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1313 I \& S ENGINEERS \& ARCHI |  |  |  |  |  |  |
|  |  | I-58207 | 230-41136-3311 | GENERAL PROFE DRONE FOOTAGE | 001138 | 1,296.08 |

PROJ: F24-3311
COMM IND PARK DIST 1-14
GENERAL PROFESSIONAL SVC

DEPARTMENT 1136 GEN COMM DEVELOPMENT TOTAL: 1,296.08

FUND 230 TAX INCREMENT FINANCING TOTAL: $1,296.08$

DEPARTMENT: 0364 AIRPORT BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME | DESCRIPTION |  |  |  |  | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-2429 | TKDA |  |  |  |  |  |  |  |  |  |
|  |  | I-002019002983 | 401-60364-3312 | CONSULTANT | FE 2/20 | M,ILL \& | OVERLAY |  | 001146 | 1,500.00 |
|  |  |  |  | DEPARTMENT | 0364 | AIRPORT |  |  | TOTAL: | 1,500.00 |
|  |  |  |  | FUND | 401 | CAPITAL E | EQUIPMENT | FUND | TOTAL: | 1,500.00 |

FUND : 4562013 AMATEUR SPORTS CTR
DEPARTMENT: 0579 AMATEUR SPORTS CENTER BANK AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME |  | DESCRIPTION |  | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0934 | D \& G EXCAVATING INC |  |  |  |  |  |  |  |
|  |  | I-201909033839 | 456-70579-5570 | INFRASTRUCTUR | \#1,RED BARON | PARKING LOT | 001132 | 155,849.49 |
|  |  |  |  | DEPARTMENT 0 | 79 AMATEUR | SPORTS CENTER | TOTAL: | 155,849.49 |

FUND 4562013 AMATEUR SPORTS CTR TOTAL: 155,849.49

9/05/2019 4:12 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07018 EFT Payments
VENDOR SET: 01
FUND : 493 MERIT TRACK EXPANSION
DEPARTMENT: 0551 MERIT CENTER
BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME | DESCRIPTION | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-2112 | R and G CONSTRUCTION CO |  |  |  |  |  |
|  | PROJ. MER-5530 ${ }^{\text {I-201909043849 }}$ |  | 493-50551-5530 | IMPR OTHER TH \#5 MERIT PHASE II | 001144 | 130,159.07 |
|  |  |  | CENTER | IMPR OTHER THAN BLDGS |  |  |
|  |  |  |  | DEPARTMENT 0551 MERIT CENTER | TOTAL: | 130,159.07 |
|  |  |  |  | FUND 493 MERIT TRACK EXPANSION | TOTAL: | 130,159.07 |



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9/05/20
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$4: 12 \mathrm{PM}$
07018 EFT Payments
VENDOR SET: 01
$\begin{array}{lll}\text { VENDOR SET: } \\ \text { FUND } & : & 609 \text { LIQUOR }\end{array}$
DEPARTMENT: 0991 LIQUOR OPERATIONS BANK: AP
$\begin{array}{ll}\text { DEPARTMENT: } 0991 & \text { LIQUOR OPERATIONS } \\ \text { BUDGET TO USE: } & \text { CB-CURRENT BUDGET }\end{array}$

| VENDOR | NAME ITEM \# | G/L ACCOUNT NAME |  | DESCRIPTION | EFT \# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0658 | AP DESIGN |  |  |  |  |  |
|  | I-71277 | 609-90991-2214 | UNIFORMS | UNIFORM | 001129 | 67.50 |
| 01-0688 | BELLBOY CORPORATION |  |  |  |  |  |
|  | I-0100048800 | 609-90991-3333 | FREIGHT | . | 001130 | 6.30 |
|  | I-0100048800 | 609-90991-2211 | GENERAL SUPPL | . | 001130 | 132.80 |
|  | I-0100077100 | 609-90991-3333 | FREIGHT | . | 001130 | 4.62 |
|  | I-0100077100 | 609-90991-2211 | GENERAL SUPPL | - | 001130 | 65.62 |
| 01-4855 | SOUTHERN GLAZER'S OF MN |  |  |  |  |  |
|  | I-1860391 | 609-90991-3333 | FREIGHT | - | 001149 | 134.90 |
|  | I-1860392 | 609-90991-3333 | FREIGHT | - | 001149 | 19.80 |
| 01-5891 | ONE OFFICE SOLUTION |  |  |  |  |  |
|  | I-0930532-0 | 609-90991-2221 | EQUIPMENT REP | LABELS, INK CARTRIDGES | 001151 | 175.12 |
| 01-6323 | LUTHER, ERIC |  |  |  |  |  |
|  | I-09/2019-CELLPHONE | 609-90991-3321 | TELEPHONE |  | 001180 | 30.00 |


|  |  |  | DEPARTMENT 0991 | 91 LIQUOR OPERATIONS | TOTAL: | 636.66 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0688 | BELLBOY CORPORATION |  |  |  |  |  |
|  | I-0080344000 | 609-90992-2251 | LIQUOR PURCHA | . | 001130 | 1,273.90 |
|  | I-0080421700 | 609-90992-2251 | LIQUOR PURCHA | - | 001130 | 474.00 |
|  | I-0100048800 | 609-90992-2254 | GEN MDSE PURC | . | 001130 | 375.93 |
|  | I-0100077100 | 609-90992-2254 | GEN MDSE PURC | . | 001130 | 68.40 |
| 01-2538 | VIKING COCA COLA BOTTLI |  |  |  |  |  |
|  | I-2388575 | 609-90992-2254 | GEN MDSE PURC | - | 001147 | 251.10 |
| 01-4855 | SOUTHERN GLAZER'S OF MN |  |  |  |  |  |
|  | I-1860391 | 609-90992-2251 | LIQUOR PURCHA | . | 001149 | 13,537.36 |
|  | I-1860392 | 609-90992-2253 | WINE PURCHASE | - | 001149 | 996.00 |
| 01-5731 | DOLL DISTRIBUTING |  |  |  |  |  |
|  | C-153975 | 609-90992-2252 | BEER PURCHASE | - | 001150 | 58.66- |
|  | C-153976 | 609-90992-2252 | BEER PURCHASE | . | 001150 | 46.15- |
|  | I-150641 | 609-90992-2252 | BEER PURCHASE | . | 001150 | 14,222.75 |
|  | I-153974 | 609-90992-2254 | GEN MDSE PURC | . | 001150 | 66.00 |
|  | I-153974 | 609-90992-2252 | BEER PURCHASE | - | 001150 | 1,273.55 |
|  | I-153977 | 609-90992-2252 | BEER PURCHASE | . | 001150 | 262.00 |
|  | I-153978 | 609-90992-2252 | BEER PURCHASE | - | 001150 | 169.50 |
| 01-6277 | TALKING WATERS BREWING |  |  |  |  |  |
|  | I-970 | 609-90992-2252 | BEER PURCHASE | . | 001153 | 240.00 |

FUND 609 LIQUOR TOTAL: 33,742.34




| ACCT | NAME | AMOUNT |
| :---: | :---: | :---: |
| 101 | NON-DEPARTMENTAL | 23,979.82 |
| 101-0151 | POLICE ADMINISTRATION | 190.00 |
| 101-0156 | CHEMICAL ASSESSMENT TEAM | 47.01 |
| 101-0162 | ENGINEERING | 110.00 |
| 101-0176 | AQUATIC CENTER | 143.00 CR |
| 101-0211 | STREET ADMINISTRATION | 18,792.99 |
| 101-0276 | PARK MAINTENANCE \& DEVEL. | 604.07 |
| 101-0352 | FIRE SERVICES | 1,139.91 |
| 101-0364 | AIRPORT | 60.00 |
| 101-0675 | COMM SERVICES ADMIN | 5,702.51 |
| 101-0741 | CITY ADMINISTRATION | 229.95 |
| 101-0821 | FINANCE | 80.00 |
| 101-0931 | APPRAISING \& ASSESSING | 141.77 |
| 101-1231 | MUNICIPAL BLDG MAINT | 216.50 |
| 101-2071 | AdULT COMMUNITY CTR | 283.63 |
| 101 TOTAL | GENERAL FUND | 51,435.16 |
| 230-1136 | GEN COMM DEVELOPMENT | 1,296.08 |
| 230 TOTAL | TAX INCREMENT FINANCING | 1,296.08 |
| 258-0579 | AMATEUR SPORTS CENTER | 261.74 |
| 258 TOTAL | ASC ARENA | 261.74 |


| ACCT | NAME | AMOUNT |
| :---: | :---: | :---: |
| 260-0211 | STREET ADMIN | 17,791.87 |
| 260 TOTAL | MARSHALL INDUSTRIAL FOUND | 17,791.87 |
| 401-0364 | AIRPORT | 1,500.00 |
| 401 TOTAL | CAPITAL EQUIPMENT FUND | 1,500.00 |
| 456-0579 | AMATEUR SPORTS CENTER | 155,849.49 |
| 456 TOTAL | 2013 AMATEUR SPORTS CTR | 155,849.49 |
| 475-0211 | ** INVALID DEPT ** | 28,786.49 |
| 475 TOTAL | 2018 PUBLIC IMPROVEMENT26 | 28,786.49 |
| 493-0551 | MERIT CENTER | 130,159.07 |
| 493 TOTAL | MERIT TRACK EXPANSION | 130,159.07 |
| 602-0581 | WW OPERATIONS | 891.52 |
| 602 TOTAL | WASTEWATER OPERATING | 891.52 |
| 609-0991 | LIQUOR OPERATIONS | 636.66 |
| 609-0992 | LIQUOR PURCHASES | 33,105.68 |
| 609 TOTAL | LIQUOR | 33,742.34 |
| 630-0661 | SURFACE WATER MGT UTILITY | 182,614.29 |
| 630 TOTAL | SURFACE WATER MGT UTILITY | 182,614.29 |

** TOTAL ** 604,328.05


1 ERROR
** END OF REPORT **

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9/05/20
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                07017 CITY AP
    VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL BANK AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME |  | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1 ONE TIME VENDOR | ONE TIME VENDOR |  |  |  |  |  |  |
| APPE | ORN, THOMAS | I-201909053855 | 101-32267 | DRIVEWAY PERM | APPELDORN, THOMAS:REFUND PATCH | 114227 | 108.20 |
| ROOT | SHARON | I-201909053862 | 101-32267 | DRIVEWAY PERM | ROOT, SHARON: REFUND PATCHING, | 114275 | 146.00 |
| VANL | ERGHE, WAYNE | I-201909053864 | 101-32267 | DRIVEWAY PERM | VANLEBERGHE, WAYNE:REFUND DRWY | 114285 | 300.00 |
| 01-1325 ICMA RETIREMENT TRUST \# |  |  |  |  |  |  |  |
|  |  | I-31 201909043852 | 101-21253 | DEFERRED COMP | ICMA DEFERRED COMP | 114248 | 300.00 |
| 01-1757 | MN CHILD SUPPORT PAYMEN |  |  |  |  |  |  |
|  |  | I-C12201909043852 | 101-21262 | CHILD SUPPORT | \#0014992937 | 114261 | 356.25 |
| 01-4246 | MARK DEUTZ CONSTRUCTION |  |  |  |  |  |  |
|  |  | I-201909053857 | 101-32267 | DRIVEWAY PERM | REFUND DRIVEWAY PRMTS | 114255 | 600.00 |


|  |  |  | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 1,810.45 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1311 | HYVEE FOOD STORES INC |  |  |  |  |  |
|  | I-5834390822 | 101-40141-2211 | GENERAL SUPPI | WORLD CAFE WATER | 114247 | 17.93 |
|  | I-5834554739 | 101-40141-2211 | GENERAL SUPPL | WORLD CAFE PUBLIC SESSION | 114247 | 72.26 |
|  | I-5834608423 | 101-40141-2211 | GENERAL SUPPI | WORLD CAFE ROLLS | 114247 | 21.98 |
| 01-1481 | LEAGUE OF MINNESOTA CIT |  |  |  |  |  |
|  | I-201909053861 | 101-40141-3433 | DUES \& SUBSCR | MN MAYOR ASSOC DUES | 114251 | 30.00 |
|  | I-297937 | 101-40141-3433 | DUES \& SUBSCR | 2019-2020 DUES | 114251 | 12,760.00 |

01-4118 WALMART BUSINESS
I-921800520257 101-40141-2218 EMPLOYEE/DEPA EMP REC PICNIC 71.22
DEPARTMENT 0141 MAYOR \& COUNCIL TOTAL: 12,973.39

| 01-0450 | KOPITSKI, JASON |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | I-09/2019-CELL PHON | 101-50151-3321 | TELEPHONE | \& |  | 114250 | 30.00 |
| 01-0460 | MARSHALL JAMES |  |  |  |  |  |  |
|  | I-09/2019-CELL PHON | 101-50151-3321 | TELEPHONE | \& |  | 114258 | 80.00 |
| 01-0503 | TOMASEK, TIM |  |  |  |  |  |  |
|  | I-09/2019-CELL PHON | 101-50151-3321 | TELEPHONE | \& |  | 114281 | 30.00 |
| 01-0518 | WENKER, JEFFREY |  |  |  |  |  |  |
|  | I-09/2019-CELL PHON | 101-50151-3321 | TELEPHONE | \& |  | 114289 | 30.00 |
| 01-1158 | GALLS INC |  |  |  |  |  |  |
|  | I-013473240 | 101-50151-2214 | UNIFORMS |  | PANTS | 114242 | 84.99 |
|  | I-013496401 | 101-50151-2214 | UNIFORMS |  | KEY HOLDERS | 114242 | 40.98 |

01-1945 NORMS GTC

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9/05/20
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07017 CITY AP
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 0151 POLICE ADMINISTRATION BANK AP
BUDGET TO USE: CB-CURRENT BUDGET
VENDOR NAME G/L ACCOUNT NAME DESCRIPTION CHECK\# AMOUNT
NORMS GTC
continued

| I-97383 | $101-50151-2221$ | EQUIPMENT REP BRAKE PADS | 114264 | 58.99 |
| :--- | :--- | :--- | :--- | :--- | ---: |
| I-97384 | $101-50151-2221$ | EQUIPMENT REP BRAKE ROTORS | 114264 | 135.98 |
| I-97649 | $101-50151-2221$ | EQUIPMENT REP OIL FILTERS | 114264 | 13.53 |

TRAF-O-TERIA SYSTEM
I-17070 GENERAL SUPPL LOCKOUT FORM $101-50151-2211201.00$
WALMART BUSINESS
I-920300008043 101-50151-2211 GENERAL SUPPL SUPPLIES 28.02
hoffmann, Ryan
I-09/2019-CELLPHONE 101-50151-3321 TELEPHONE \& C 30.00
I-201909043842 101-50151-3331 TRAVEL, CONFE 08/18/19 CERTIFIED OPERATOR TR 114246
VAST BROADBAND
I-015044401-0819 101-50151-3321 TELEPHONE \& C 08/26-09/25/19 34.89
PULVER MOTOR SVC, LLC
I-138910 101-50151-3436 TOWING CHARGE ICR\# 19-14259 714271
ELLIS, JONATHAN
I-201909033841 101-50151-3331 TRAVEL, CONFE BASIC NARCOTICS INVETIGATION C $114240 \quad 196.00$
DEPARTMENT 0151 POLICE ADMINISTRATION TOTAL: 1,300.38

MURRAY'S AUTO GLASS
I-32515 101-50156-2221 EQUIPMENT REP WINDSHIELD REPAIR 114263

PROJ: PC5-2221
10/14-09/16 CAT GRANT EQUIPMENT REPAIR \& MAINTENANCE

DEPARTMENT 0156 CHEMICAL ASSESSMENT TEAM TOTAL: 215.00



4:26 PM
REGULAR DEPARTMENT PAYMENT REGISTER



4:26 PM
REGULAR DEPARTMENT PAYMENT REGISTER
PAGE:







VENDOR SET: 01
FUND : 4562013 AMATEUR SPORTS CTR
DEPARTMENT: 0579 AMATEUR SPORTS CENTER
BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME | DESCRIPTION |  | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-2096 | QUARNSTROM | $\begin{aligned} \& & \text { DOERING, P } \\ & \text { I-M2365-100, S72962 } \end{aligned}$ | 456-70579-5570 | INFRASTRUCTUR RED | BARON PARKING LOT | 114272 | 300.00 |
|  |  |  |  | DEPARTMENT 0579 | AMATEUR SPORTS CENTER | TOTAL: | 300.00 |
|  |  |  |  | FUND 456 | 2013 AMATEUR SPORTS CTR | TOTAL: | 300.00 |


$\qquad$
PACKET: 07017 CITY AP
VENDOR SET: 01
FUND : 4752018 PUBLIC IMPROVEMENT26
DEPARTMENT: 0211 ** INVALID DEPT **
BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME ITEM \# | G/L ACCOUNT NAME | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01-1215 | GREENWOOD NURSERY |  |  |  |  |
|  | I-10116 | 475-60211-5570 | INFRASTRUCTUR GAGNON, 706 S BEND | 114244 | 675.00 |
|  | PROJ: Z66-5570 | MARGUERITE/SOUTH BEND | INFRASTRUCTURE |  |  |
|  |  |  | DEPARTMENT 0211 ** INVALID DEPT ** | TOTAL: | 675.00 |
|  |  |  | FUND 4752018 PUBLIC IMPROVE | 6TOTAL: | 675.00 |

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9/05/20
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                07017 CITY AP
    VENDOR SET: 01
FUND : 602 WASTEWATER OPERATING
DEPARTMENT: 0581 WW OPERATIONS BANK: AP
BUDGET TO USE: CB-CURRENT BUDGET
BUAR

SLLA, SCOTT
I-09/2019-CELL PHON 602-90581-3321 TELEPHONE \& C 07/19-09/19 90.00
BEND RITE FABRICATION I
I-43087 602-90581-2211 GENERAL SUPPL STAINLESS STEEL PIPE 91.20
AMERICAN GARAGE DOOR CO
I-MN21593 602-90581-2211 GENERAL SUPPL DOOR OPENER 714225
FLEXIBLE PIPE TOOL COMP
I-24101 EQUIPMENT REP TIGER TAIL FOR TV CAMERA $730581-2221$
PROJ: WOO-2221 SANITARY SEWER
PROJECT COSTS
GRAINGER INC
I-9272168767 602-90581-2245 EQUIPMENT/TOO BLOWER MOTOR 63.22
NORMS GTC
I-97707 602-90581-2212 MOTOR FUELS, FILTER 114264
SOUTHWEST SANITATION IN
I-201909053863 REFUSE DISPOS 08/19 SVC 0.00
I-201909053863 $\quad$ REFUSE DISPOS 08/19 SVC $20581-3384 \quad 114277$

DIGI-KEY, INC
I-69764005 602-90581-2221 EQUIPMENT REP BLOWER VFD FAN 272.89

MENARDS INC


MAGNEY CONSTRUCTION, IN
I-201909053860 602-90581-5520
BUILDINGS \& \#2 WWTF IMPROVEMENTS 114253 512,171.01
PROJ: W13-5520 WWTF IMPROVEMENTS BUILDING \& STRUCTURES

ACE HOME \& HARDWARE

| I-100123 | $602-90581-2211$ | GENERAL SUPPL SUPPLIES | 114223 |
| :--- | :--- | :--- | :--- |
| I-100236 | $602-90581-2211$ | GENERAL SUPPL PAINT/PAINT BRUSHES | 114223 |

FUND 602 WASTEWATER OPERATING TOTAL: 513,230.08

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9/05/20
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                07017 CITY AP
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VENDOR SET: 01 
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$\begin{array}{ll}\text { DEPARTMENT: } 0991 & \text { LIQUOR OPERATIONS } \\ \text { BUDGET TO USE: } & \text { CB-CURRENT BUDGET }\end{array}$
BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME |  | DESCRIPTION | CHECK\# | AMOUNT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01-0802 | CARLSON \& STEWART REFRI |  |  |  |  |  |  |
|  |  | I-20103 | 609-90991-2221 | EQUIPMENT REP | SVC COMPRESSOR | 114234 | 401.00 |
|  |  | I-20104 | 609-90991-2221 | EQUIPMENT REP | SVC COOLER | 114234 | 137.27 |
|  |  | I-20105 | 609-90991-2221 | EQUIPMENT REP | REPLACE COMPRESSOR | 114234 | 4,747.75 |
| 01-1 ONE TIME VENDOR |  |  |  |  |  |  |  |
| PAYLIDIFY |  | I-4861909493 | 609-90991-2245 | EQUIPMENT/TOO | PAYLIDIFY: PIN PADS | 114267 | 1,562.36 |
| 01-1399 | JOHNSON BROTHERS LIQUOR |  |  |  |  |  |  |
|  |  | I-1369393 | 609-90991-3333 | FREIGHT | - | 114249 | 1.69 |
|  |  | I-1371324 | 609-90991-3333 | FREIGHT | - | 114249 | 103.65 |
|  |  | I-1371325 | 609-90991-3333 | FREIGHT | . | 114249 | 90.41 |
|  |  | I-1374070 | 609-90991-3333 | FREIGHT | . | 114249 | 72.85 |
|  |  | I-1374071 | 609-90991-3333 | FREIGHT | - | 114249 | 215.50 |
| 01-1807 | MN MUNICIPAL BEVERAGE A |  |  |  |  |  |  |
|  |  | I-201909043846 | 609-90991-3331 | TRAVEL, CONFE | 2019 MMBA CONFERENCE | 114262 | 80.00 |
| 01-2036 | PHILLIPS WINE AND SPIRI |  |  |  |  |  |  |
|  |  | I-2611506 | 609-90991-3333 | FREIGHT | . | 114268 | 53.37 |
|  |  | I-2611507 | 609-90991-3333 | FREIGHT | - | 114268 | 59.15 |
|  |  | I-2613513 | 609-90991-3333 | FREIGHT | . | 114268 | 44.79 |
|  |  | I-2613514 | 609-90991-3333 | FREIGHT | - | 114268 | 41.41 |

01-2318 SOUTHWEST SANITATION IN

| $I-201909053863$ | $609-90991-3384$ | REFUSE DISPOS | $08 / 19$ | SVC | 114277 |
| :--- | :--- | :--- | :--- | :--- | :--- |
| I-201909053863 | $609-90991-3384$ | REFUSE | 0.00 |  |  |
|  |  | 114277 |  |  |  |

01-2605 WINE MERCHANTS
I-7248904 609-90991-3333 FREIGHT 114290.14
01-4118 WALMART BUSINESS
$I-921100620565$
$I-92190086998$

| $609-90991-2211$ | GENERAL SUPPL SUPPLIES | 114287 | 8.94 |  |
| :--- | :--- | :--- | ---: | ---: |
| $609-90991-2211$ | GENERAL SUPPL SUPPPLIES | 114287 | 23.85 |  |
|  |  |  |  |  |
| $609-90991-3333$ | FREIGHT | . | 114233 | 70.62 |
| $609-90991-3333$ | FREIGHT | . | 114233 | 3.71 |


| I-1081021367 | $609-90991-3333$ | FREIGHT | 114233 |  |
| :--- | :--- | :--- | :--- | ---: |
| I-1081021368 | $609-90991-3333$ | FREIGHT | . | 114233 |

01-5511 DVL FIRE AND SAFETY

| I-57166 $609-90991-2221 ~ E Q U I P M E N T ~ R E P ~ 08 / 16 / 19 ~ S V C ~$ | 114239 |
| :--- | :--- | :--- | :--- |


|  |  | DEPARTMENT 0991 | LIQUOR OPERATIONS |
| :---: | :---: | :---: | :---: |


| 9/05/20 | 4:26 PM |  | EGULAR DEPARTMENT PAYMENT REGISTER |  |  | PAGE: 17 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| PACKET: 07017 CITY AP |  |  |  |  |  |  |  |
| VENDOR SET: 01 |  |  |  |  |  |  |  |
| FUND | : 609 | LIQUOR |  |  |  |  |  |
| DEPARTMENT: 0992 |  | LIQUOR PURCHASES |  |  |  | BANK: AP |  |
| BUDGET TO USE: |  | CB-CURRENT BUDGET |  |  |  |  |  |
| VENDOR | NAME | ITEM \# | G/L ACCOUNT NAME | DES | CRIPTION | CHECK\# | AMOUNT |
| 01-0699 | BEVERAGE | WHOLESALERS C | continued |  |  |  |  |
|  |  | I-077606 | 609-90992-2252 | BEER PURCHASE |  | 114231 | 17,108.10 |
| 01-1399 | Johnson B | BROTHERS LIQUOR |  |  |  |  |  |
|  |  | I-1369393 | 609-90992-2253 | WINE PURCHASE |  | 114249 | 51.00 |
|  |  | I-1371324 | 609-90992-2251 | LIQUOR PURCHA |  | 114249 | 6,025.14 |
|  |  | I-1371325 | 609-90992-2253 | WINE PURCHASE |  | 114249 | 3,072.35 |
|  |  | I-1374070 | 609-90992-2251 | LIQUOR PURCHA |  | 114249 | 3,318.12 |
|  |  | I-1374071 | 609-90992-2253 | WINE PURCHASE |  | 114249 | 6,249.10 |
| 01-2036 | PHILLIPS WINE AND SPIRI |  |  |  |  |  |  |
|  |  | I-2611506 | 609-90992-2251 | LIQUOR PURCHA |  | 114268 | 3,835.71 |
|  |  | I-2611507 | 609-90992-2254 | GEN MDSE PURC |  | 114268 | 116.75 |
|  |  | I-2611507 | 609-90992-2253 | WINE PURCHASE |  | 114268 | 2,041.25 |
|  |  | I-2613513 | 609-90992-2251 | LIQUOR PURCHA |  | 114268 | 3,440.10 |
|  |  | I-2613514 | 609-90992-2253 | WINE PURCHASE |  | 114268 | 1,881.43 |
| 01-2605 | WINE MERCHANTS |  |  |  |  |  |  |
|  |  | I-7248904 | 609-90992-2253 | WINE PURCHASE |  | 114290 | 1,344.90 |
| 01-4118 | WALMART BUSINESS |  |  |  |  |  |  |
|  |  | I-921100620565 | 5 609-90992-2254 | GEN MDSE PURC SUP | LiES | 114287 | 14.72 |
| 01-4457 | BREAKTHRU | U BEVERAGE |  |  |  |  |  |
|  |  | I-1081021365 | 609-90992-2252 | BEER PURCHASE |  | 114233 | 122.75 |
|  |  | I-1081021367 | 609-90992-2254 | GEN MDSE PURC |  | 114233 | 164.95 |
|  |  | I-1081021367 | 609-90992-2251 | LIQUOR PURCHA |  | 114233 | 4,212.12 |
|  |  | I-1081021368 | 609-90992-2253 | WINE PURCHASE |  | 114233 | 247.30 |
| 01-5447 | ARTISAN B | BEERCOMPANYI-3368453I-3369266 |  |  |  |  |  |
|  |  |  | 609-90992-2254 | GEN MDSE PURC |  | 114228 | 360.40 |
|  |  |  | 609-90992-2252 | BEER PURCHASE |  | 114228 | 618.50 |
|  |  |  |  | DEPARTMENT 0992 | LIQUOR PURCHASES | TOTAL: | 68,812.04 |





| ACCT | NAME | AMOUNT |
| :---: | :---: | :---: |
| 101 | NON-DEPARTMENTAL | 1,810.45 |
| 101-0141 | MAYOR \& COUNCIL | 12,973.39 |
| 101-0151 | POLICE ADMINISTRATION | 1,300.38 |
| 101-0156 | CHEMICAL ASSESSMENT TEAM | 215.00 |
| 101-0162 | Engineering | 89.99 |
| 101-0176 | AQUATIC CENTER | 235.93 |
| 101-0211 | Street Administration | 16,808.12 |
| 101-0276 | PARK MAINTENANCE \& DEVEL. | 3,640.88 |
| 101-0352 | fire Services | 64.90 |
| 101-0364 | AIRPORT | 3,571.99 |
| 101-0453 | ANIMAL IMPOUNDMENT | 66.57 |
| 101-0671 | CABLE COMMISSION | 583.87 |
| 101-0675 | COMM SERVICES Admin | 125.98 |
| 101-0821 | FINANCE | 56.00 |
| 101-0871 | COMM ED-SUMMER | 38.28 |
| 101-1041 | LEGAL | 10,532.34 |
| 101-1231 | MUNICIPAL BLDG MAINT | 620.30 |
| 101-1641 | INFORMATION TECHNOLOGY | 30.62 |
| 101-2071 | Adult community ctr | 675.45 |
| 101 TOTAL | GENERAL FUND | 53,440.44 |
| 206-1136 | GENERAL COMMUNITY DEV | 89.75 |
| 206 TOTAL | PARKWAY ADDITION II | 89.75 |
| 208-1136 | GENERAL COMMUNITY DEV | 9,400.00 |
| 208 TOTAL | EDA ADMINISTRATION | 9,400.00 |
| 258-0579 | AMATEUR SPORTS CENTER | 8,181.88 |
| 258 TOTAL | ASC ARENA | 8,181.88 |
| 270-0551 | MERIT OPERATIONS | 22.10 |
| 270 TOTAL | MERIT | 22.10 |


| АССТ | NAME | Amount |
| :---: | :---: | :---: |
| 372-6420 | DEBT SERVICE | 500.00 |
| 372 TOTAL | 2013 PUBLIC IMPROV | 500.00 |
| 456-0579 | AMATEUR SPORTS CENTER | 300.00 |
| 456 TOTAL | 2013 AMATEUR SPORTS CTR | 300.00 |
| 462-0211 | STREET ADMINISTRATION | 17,148.03 |
| 462 TOTAL | 2017 PUBLIC IMPROVE/EQUIP | 17,148.03 |
| 475-0211 | ** INVALID DEPT ** | 675.00 |
| 475 TOTAL | 2018 PUBLIC IMPROVEMENT26 | 675.00 |
| 602-0581 | WW OPERATIONS | 513,230.08 |
| 602 TOTAL | WASTEWATER OPERATING | 513,230.08 |
| 609-0991 | LIQUOR OPERATIONS | 7,963.66 |
| 609-0992 | LIQUOR PURCHASES | 68,812.04 |
| 609 TOTAL | LIQUOR | 76,775.70 |
| 630-0661 | SURFACE WATER MGT UTILITY | 5,182.36 |
| 630 TOTAL | SURFACE WATER MGT UTILITY | 5,182.36 |
|  | ** TOTAL ** | 684,945.34 |

PROJECT
360 SUMMER CE CLASSES

PC5 10/14-09/16 CAT GRANT

WOO SANITARY SEWER

W13 WWTF IMPROVEMENTS

Z47 COMMERCE INDUSTRIAL PARK

Z66 MARGUERITE/SOUTH BEND

272 HAHN RD

LINE ITEM
2211 GENERAL $\begin{aligned} & \\ & \text { ** PRPDIES } \\ & \end{aligned}$
2221 EQUIPMENT REPAIR \& MAINTENANCE

2221
PROJECT COSTS
** PROJECT WOO TOTAL **
5520 BUILDING \& STRUCTURES $\quad$ ** PROJECT W13 TOTAL **

5570
INFRASTRUCTURE
** PROJECT 247 TOTAL **
5570
INFRASTRUCTURE
** PROJECT 266 TOTAL **

5570
INFRASTRUCTURE
** PROJECT 272 TOTAL **

1 ERROR
** END OF REPORT **

| PROJECT \#: | Coding | DATE |  | CONTRACTOR: | ORIGINAL CONTRACT AMOUNT: | $\begin{aligned} & \text { CHANGE } \\ & \text { ORDERS } \\ & \hline \end{aligned}$ | CURRENT CONTRACT AMOUNT | $\begin{aligned} & 2017 \text { PRIOR } \\ & \text { PAYMENTS } \\ & \hline \end{aligned}$ | 2018 Prior Payments | 2019 Prior Payments | PYMTS THIS MEETING: | RETAINAGE | BALANCE: | PERCENT COMPLETE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 475-70276-5520 |  | Justice Park Bathroom | Doom \& Cuypers Construction | 117,867.00 | 1,959.70 | 119,826.70 | 0.00 | 46,762.80 | 73,063.32 |  |  | 0.58 | 100.00\% |
| 247 | 462-60211-5570 | 10/3/2017 | Commerce Industrial Park/Michigan Road Imp | Midwest Contracting | 4,004,847.25 | 36,739.85 | 4,041,587.10 | 1,644,399.13 | 1,598,388.75 | 696,542.29 | 17,148.03 | 39,964.43 | 45,144.47 | 98.88\% |
| 267 | 475-60211-5570 | 6/12/2018 | Michigan Road/Superior Road Reconsctruction | D\&GExcavating | 1,022,427.60 | 3,184.00 | 1,025,611.60 | - | 959,481.14 | 11,130.87 |  | 51,084.84 | 3,914.75 | 99.62\% |
| 264 | 475-60211-5570 | 6/1/2018 | Saratoga Street Recon (4th - Southview) |  | 2,846,784.60 | 64,207.67 | 2,910,992.27 | - | 2,721,729.47 | 21,800.66 | 28,286.49 | 145,885.09 | (6,709.44) | 100.23\% |
| 271 | 475-60211-5570 | 9/11/2018 | Street Department Parking Lot | Towne \& Country Excavating, LLC | 277,479.25 | 15,024.05 | 292,503.30 |  |  | 292,503.30 |  |  | (0.00) | 100.00\% |
| 272 | 630-90661-5570 | 5/44/2019 | Hahn Road Storm Sewer Reconstruction | A \& C Excavating, LLC | 136,970.00 | (4,575.00) | 132,395.00 |  |  | 102,913.40 | 3,040.00 | 5,576.49 | 20,865.11 | 84.24\% |
| 273 | 630-90661-5570 | 5/44/2019 | Country Club Drive Utility Replacement | $\mathrm{D} \& \mathrm{GExcavating}$, Inc. | 408,462.50 |  | 408,462.50 |  |  | 188,990.39 | 182,260.19 | 19,539.50 | 17,672.42 | 95.67\% |
| 274 | 260-60211-5570 | 4/18/2019 | Huron Road/Superior Road Reconstruction | $R \& G C o n s t r u c t i o n ~$ | 787,018.00 | 4,075.00 | 791,093.00 |  |  | 731,658.89 | 17,791.87 | 39,444.78 | 2,197.46 | 99.72\% |
| W13 | 602-90581-5520 | 5/28/2019 | WWTF Improvement Project | Magney Construction, Inc. | 14,074,300.00 |  | 14,074,300.00 |  |  | 408,456.30 | 512,171.01 | 48,454.07 | 13,105,218.62 | 6.89\% |
| 251 | 495-60211-5570 | 5/28/2019 | Resurfacing \& Overlay | Duininck, Inc. | 537,234.20 | 23,497.50 | 560,731.70 |  |  | 529,484.64 |  | 27,867.61 | 3,379.45 | 99.40\% |
| MER | 493-50551-5530 | 2/12/2019 | MERIT Center Track | $R \& G C$ construction | 2,712,530.50 | 34,929.70 | 2,747,460.20 |  |  | 1,512,323.84 | 130,159.07 | 86,446.47 | 1,018,530.82 | 62.93\% |
|  | 401-70276-5520 |  | Liberty Park Bathroom | Doom \& Cuypers Construction | 78,286.13 |  | 78,286.13 |  |  | 1,940.00 | 3,492.67 | 285.93 | 72,567.53 | 7.30\% |
|  | 456-70579-5570 | 7/23/2019 | Red Baron Arena \& Expo Parking Lot | $D \& G E x c a v a t i n g, ~ I n c$. | 423,380.30 |  | 423,380.30 |  |  |  | 155,849.49 | 8,202.61 | 259,328.20 | 38.75\% |
|  | 401-41136-5530 | 8/13/2019 | Transit ADA Bus Access Project (UCAP)(MN/DOT) | Hisken Construction Inc. | 185,250.15 |  | 185,250.15 |  |  |  |  |  | 185,250.15 | 0.00\% |
| 250 | 101-60211-2227 |  | 2019 Chip Seal | Allied Blacktop Company | 164,452.00 |  | 164,452.00 |  |  |  | 140,658.09 | 7,403.06 | 16,390.85 | 90.03\% |
|  |  |  |  |  | 27,777,289.48 | 179,042.47 | 27,956,331.95 | 1,644,399.13 | 5,326,362.16 | 4,570,807.90 | 1,190,856.91 | 480,154.88 | 14,743,750.97 |  |

TO: Mayor and City Councilmembers
FROM: Sharon Hanson, City Administrator
DATE: $\quad$ September 6, 2019
SUBJECT: Curbside Recycling in City of Marshall in Cooperation with Lyon County

The City Administrator and County staff discussed county recycling program on August $29^{\text {th }}$ and there was some discussion at that time about finding possible drop off locations for recycling in the City of Marshall. I have only as of this date updated the Council and staff on this discussion and have taken no further action in terms of seeking out those potential sites.

I am aware of the following regarding the possible implementation of recycling drop-off locations versus not continuing curbside pick-up for recycling:

- Council has heard much public feedback from their constituency supporting the curbside pick-up and that their constituency does not support drop off locations only
- The city of Marshall is a designated Green Step City and thereby has pledged to their residents that the City will achieve sustainability and quality-of-life goals which includes solid waste management
- The city of Marshall is committed to protecting the environment and public health and takes measures regularly to reinforce this commitment
- Mayor and Councilmembers have expressed to staff their desire to collaborate and continue discussions with Lyon County in order to continue curbside recycling.

At this time staff are seeking direction from the Council on how we should proceed on this topic with Lyon County.


We are writing in reference to the Single Sort Recycling Program contract dated $11 / 14 / 17$. At this time we rescind our letter dated $6 / 17 / 19$ to terminate and withdraw from our current contact effective 9/30/19.

Thanks,


Scott Ritter


Dan Ritter

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Consider approval of 2019-2020 League of Minnesota Cites Insurance Trust Property/Casualty <br> and Liability Insurance |
| Background <br> Information: | The City of Marshall carries property and casualty insurance coverage with the League of <br> Minnesota Cities Insurance Trust (LMCIT). The annual renewal begins October 1, 2019 through <br> September 30, 2020. <br> Jeff Nuese will be in attendance to review the renewal and coverage in greater detail. <br> See attached summary breakdown of renewal. |
| Fiscal Impact: | The approximate increase to premium will be \$9,526 or 2.4\% for the next year. |
| Alternative/ <br> Variations: | Approve the annual LMCIT property, casualty and liability insurance renewal. <br> Recommendations: |

## BREMER

## INSURANCE

208 East College Drive Marshall, MN 56258
Phone: (507) 537-0222
Fax: (507) 537-0223

September 2019
City of Marshall Insurance Renewal

LMCIT Premium Breakdown

|  | 2019 | 2018 | $\underline{2017}$ | 2016 |
| :---: | :---: | :---: | :---: | :---: |
| PROPERTY | \$ 166,751 | \$ 159,762 | \$ 154,246 | \$ 152,617 |
| LIMITS \$ | \$214,063,359 | \$201,088,911 | \$197,740,322 | \$179,655,382 |
| MOBILE PROPERTY | \$ 12,821 | \$ 12,260 | \$ 11,740 | \$ 12,602 |
| MUNICIPAL LIABILITY | \$ 87,258 | \$ 92,309 | \$ 102,139 | \$ 95,109 |
| AUTO | \$ 36,400 | \$ 33,573 | \$ 24,348 | \$ 23,514 |
| CRIME | (included) | (included) | (included) | (included) |
| LIQUOR LIABILITY | \$ 5,336 | \$ 5,258 | \$ 5,731 | \$ 5,544 |
| BOND COVERAGE | \$ 1,527 | \$ 1,542 | \$ 1,579 | \$ 1,582 |
| EXCESS LIABILITY | \$ 33,808 | \$ 35,011 | \$ 37,966 | \$ 34,463 |
| PACKAGE PREMIUM | \$343,901 | \$339,715 | \$337,749 | \$325,431 |
| AIRPORT LIABILITY <br> (\$5,000,000 Limit - ACE-USA) | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,150 |
| EQUIP BREAKDOWN COV <br> (Boiler Coverage) | \$ 57,663 | \$ 52,323 | \$ 48,302 | \$ 47,062 |
| TOTAL PREMIUM | \$403,564 | \$394,038 | \$388,051 | \$374,643 |

1. Liquor Liability - Slight increase from the previous year due to sales being up from $\$ 4,753,077$ to $\$ 5,104,513(+\$ 351,436)$
2. Property Coverage - Increase due to increased limits of insurance (higher building values $+\$ 12,974,448$ ) and the League taking a $2 \%$ increase on property rate this year
3. Municipal Liability Coverage - Decrease is largely due to lower expenditures
4. Auto Coverage - Change in rating system combining urban and rural rates together as well as elimination of the auto liability experience mod (was 84 and now 1.00)
5. Airport Coverage - Renews every 3 years (2020)
6. Equip Breakdown Coverage - Increase in premium primarily due to limits of insurance increasing over $\$ 1.5$ Million and $\$ 26,702.45$ in losses paid over the last 2 years
7. Bond Coverage - Slight rate decrease

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Consider Approval of General Banking Agreement |
| Background <br> Information: | State Statutes requires that the City designates general depositories for the City funds. The <br> Council approves a resolution designating official general depository each year. <br> The Office of State Auditor put out a Statement of Position on Deposit of Public Funds, which <br> encourages cities to re-examine and re-evaluate banks into which they place public funds. Staff <br> has done this process beginning in February of this year and compared rates and services. <br> It is the desire of staff to add the service of a virtual vault, this would include a physical vault at <br> our Liquor Store. The purpose is to increase the level of controls, reduce risk and create <br> efficiencies and safety for staff. <br> The interest earnings and rates offered by Bremer were overall a better option for the city. The <br> added service of the virtual vault is more beneficial to the city as well, through Bremer Bank. <br> Staff have full support from the Ways and Means Committee. |
| Fiscal Impact: | Staff are presenting the recommendation to change depository institutions. |
| Alternative/ | Variations: |

September 5, 2019
Karla Drown, Finance Director
Annette Strom, Director of Administration Services
City of Marshall
344 W Main Street
Marshall, MN 56258
Dear Karla and Annette,
On behalf of Bremer, we would like to thank you for the opportunity to provide this commitment. Because of our ownership structure, Bremer's approach to serving our clients is rooted in what is best for the long-term mutual benefit of our clients, communities, and employees. Our ownership structure fosters an environment of caring and commitment to the communities we service like no other.

Providing services that exceed our customers' expectations is a core value of Bremer. We offer a full array of competitively priced products and services that will assist your organization in meeting its financial goals. More importantly, the Bremer staff is professional, knowledgeable and willing to go the extra mile to ensure your satisfaction.

The attached Exhibit $A$ summarizes the estimated fees and target balance to maintain a non-fee primary checking account for the City of Marshall. In addition, Exhibit A provides the interest earnings from the Money Market Savings account. Exhibit B provides service line per item pricing detail based on December 2018 activity.

Please contact us with any questions or further information. Thank you again for the opportunity to partner with the City of Marshall.

## Sincerely,

| Randy Serveyn | Luke Tiety | Cindy Gohnson |
| :--- | :--- | :--- |
| Randy Serreyn | Luke Tietz | Cindy Johnson |
| SVP Business Banking | AVP Business Banking | VP Treasury Management |
| O: 507-537-0241 | O: 507-537-0273 | O: 320-762-4714 |
| E: RLSerreyn@Bremer.com | E: LRTietz@Bremer.com | E: CMJohnson@Bremer.com |

## General Banking Agreement

This General Banking Agreement is made as of the $10^{\text {th }}$ day of September 2019 by and between Bremer Bank, National Association, and the City of Marshall.

Bremer agrees to waive all service charges through December 31, 2019 as you work through the transition of moving the account.

Bremer guarantees the proposed Exhibit $B$ pricing for a five-year period, beginning January 1, 2020. In addition, Bremer guarantees a minimum earnings credit rate of $1.00 \%$ for the same five-year period. For any new services added, the City of Marshall may incur additional fees. Bremer will review any new services added and price accordingly based on relationship pricing.

The undersigns hereby agree and accept the terms of this General Banking Agreement.

## Bremer Bank, National Association

City of Marshall
$B y:$ $\qquad$
Karla Drown
Its: Finance Director

Date: $\qquad$ Date: $\qquad$

## EXHIBIT A

## City of Marshall

Treasury Management Pricing Proposal Based on December 2018 Account Analysis Volumes BREMER BANK

EARNINGS CREDIT SUMMARY
Net Investable Balance \$ 1,875,000.00
Earnings Credit Rate 1.00\%
Days In Month
Earnings Credit Value

|  | 31 |
| ---: | ---: |
| $\$ \quad 1,592.47$ |  |

NET ANALYSIS SUMMARY
$\begin{array}{lll}\text { Earnings Credit Value } & \$ 1,592.47\end{array}$
Less: Activity Charges
\$ 1,589.03
SERVICE CHARGE/(EXCESS EARNINGS CREDIT)
\$
(3.44)

| Bremer Money Market Savings Account | $\$ 10,125,000.00$ |
| :--- | ---: | ---: |
| Interest Rate* | $1.89 \%$ |
| Days In Month | 31 |
| Monthly Interest Earned | $\mathbf{1 6 , 2 5 2 . 7 1}$ |
| Annualized Interest Earned | $\mathbf{1 9 1 , 3 6 2 . 5 0}$ |


| Set Up Fees |  |
| ---: | :---: |
| Online Banking Set Up Fee | $\$ 100$ |
| ACH Set Up Fee | $\$ 50$ |
| Remote Deposit Set Up Fee | $\$ 75$ |
| ACH Positive Pay Set Up Fee | $\$ 25$ |
| Payee Positive Pay Set Up Fee | $\$ 25$ |
| Total Set Up Fees | $\mathbf{\$ 2 7 5}$ |

[^2]
## EXHIBIT B

| City of Marshall | BREMER BANK |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Numbers Based on December 2018 Account Analysis Volumes | VOLUME | UNIT PRICE | TOTAL CHARGE | Notes |
| Deposited Item - Local/Nonlocal | 14 | 0.14 | \$1.96 |  |
| Deposited Item - On Us | 2 | 0.12 | \$0.24 |  |
| Commercial Checks Written | 347 | 0.18 | \$62.46 |  |
| Commercial Elect DR/CR | 377 | 0.16 | \$60.32 |  |
| Deposit Assessment | 8,152.96 | 0.00 | \$0.00 | * |
| Monthly Maintenance Fee | 1 | 18.00 | \$18.00 |  |
| Returned Deposit item Fee | 5 | 9.00 | \$45.00 |  |
| Currency/Coin In | 159,218 | 0.00 | \$0.00 | ** |
| Cash Order Fee at Branch | 4 | 0.00 | \$0.00 | ** |
| Coin Out-Rolled | 127 | 0.00 | \$0.00 | ** |
| Currency Out-Per Strap | 2,100 | 0.00 | \$0.00 | ** |
| Stop Payment (In Person) | 0 | 35.00 | \$0.00 |  |
| Stop Payment (Online) | 0 | 23.00 | \$0.00 |  |
| Deposit Account Fees |  |  | \$187.98 |  |
| Online Banking - Elite | 1 | 130 | \$130.00 |  |
| Report Download Per Report | 1 | 0.00 | \$0.00 |  |
| Business Online Banking |  |  | \$130.00 |  |
| Return Deposit Item Fee - Redeposit | 5 | 9.00 | \$45.00 |  |
| Remote Deposit On Us Item | 84 | 0.12 | \$10.08 |  |
| Remote Deposit Local / Next Day Item | 520 | 0.14 | \$72.80 |  |
| Remote Deposits | 40 | 0.45 | \$18.00 |  |
| Remote Deposit Monthly Base | 1 | 45.00 | \$45.00 |  |
| Rem Dep Add'I Scanner Location | 1 | 20.00 | \$20.00 |  |
| Remote Deposit |  |  | \$210.88 |  |
| ACH Upload Monthly Base | 2 | 30.00 | \$60.00 |  |
| ACH Upload Originated Item | 481 | 0.10 | \$48.10 |  |
| ACH Same Day Item | 0 | 1.50 | \$0.00 |  |
| ACH Upload File | 7 | 10.00 | \$70.00 |  |
| ACH Positive Pay Monthly Base | 1 | 12.00 | \$12.00 |  |
| ACH |  |  | \$190.10 |  |
| Positive Pay Monthly Base | 1 | 10.00 | \$10.00 |  |
| Positive Pay Account | 1 | 30.00 | \$30.00 |  |
| Positive Pay Per Item | 347 | 0.05 | \$17.35 |  |
| Positive Pay Exceptions Item | 1 | 1.00 | \$1.00 |  |
| Positive Pay Exceptions Item | 1 | 1.00 | \$1.00 |  |
| Positive Pay Payee Per Item | 347 | 0.033 | \$11.45 |  |
| Positive Pay / Payee Verification |  |  | \$70.80 |  |
| Wire Monthly Base | 1 | 0.00 | \$0.00 |  |
| Incoming Wire Domestic | 1 | 10.00 | \$10.00 |  |
| Outgoing Wire Online Banking | 0 | 10.00 | \$0.00 |  |
| Wires |  |  | \$10.00 |  |
| Virtual Vault Monthly - Loomis | 1 | 729.27 | \$729.27 |  |
| Virtual Vault Monthly - Bremer | 1 | 60.00 | \$60.00 |  |
| Other Services |  |  | \$789.27 |  |
| Services Total |  |  | \$1,589.03 |  |
|  |  |  |  |  |
| * Not charged due to usage of FHLB Letter of Credit |  |  |  |  |
| ** Not charged due to Virtual Vault |  |  |  |  |

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Consider Resolution Approving the 2020 Fee Schedule |
| Background <br> Information: | Attached is the proposed changes to the 2019 Fee Schedule. The Ways \& Means Committee <br> reviewed the changes to the Fee Schedule at their meeting on September 5, 2019. Staff and <br> Ways \& Means Committee are recommending Council approval of the 2020 Fee Schedule. <br> Recommendations include reducing some fees to \$0.00 and/or removing them from the <br> schedule, increasing fees for others by an incremental amount (i.e. Building Permit 2\% and <br> Surface Water 3\%), as well as changing wording for better clarification. The amendments are <br> shown in the redlined 2020 Fee Schedule. |
| Fiscal Impact: | Alternative/ <br> Variations: |
| Recommendations: | Approve Resolution Number XXXX, Second Series approving specific fees to be charged by the <br> City of Marshall. |

RESOLUTION NUMBER $\qquad$ , SECOND SERIES

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

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

NOW THEREFORE, BE IT RESOLVED, the 2020 fee schedule is hereby approved for the designated services of the City of Marshall and shall be effective January 1, 2020.

FURTHER BE IT RESOLVED, the Wastewater and Surface Water Rates are projections for 20212025.

Passed and adopted by the City Council this $10^{\text {th }}$ day of September 2019.

Kyle Box
City Clerk


# 201920 FEE SCHEDULE 

Approved 3/12/2019 9/10/2019

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Finance charge: $1.5 \%$ per month on unpaid balance of City bills after $\mathbf{3 0}$ days from date of 1 st billing

| ASSESSING DEPARTMENT | Fee/Charge |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Copies |  | \$ | 0.25 | per side |
| Sales Summary |  | \$ | 10.00 | each |
| Apartment List |  | \$ | 15.00 |  |
| Ownership Searches |  | \$ | 4.00 | per parcel |
| Yearly Subscription Rate |  | \$ | 75.00 |  |
| CLERK | Fee/Charge |  |  |  |
| Brewer Tap Room |  | \$ | 500.00 | Annual |
| Club License |  | \$ | 275.00 | Annual |
| Consumption \& Display |  | \$ | 130.00 | Annual |
|  |  | \$ | 25.00 | 1 Day |
| Growlers License |  | \$ | - | Annual |
| On-Sale Liquor License |  | \$ | 3,000.00 | Annual |
| Financial Background (on-sale liquor) |  | Charged at rate of 3rd Party Vendor |  |  |
| Off-Sale 3.2\% Malt Liquor |  | \$ | 90.00 | Annual |
| On-Sale 3.2\% Malt Liquor |  | \$ | 250.00 | Annual |
| Sunday Liquor |  | \$ | 200.00 | Annual |
| Temporary On-Sale Liquor |  | \$ | 30.00 | Per Day |
| Temporary On-Sale 3.2\% Malt Liquor |  | \$ | 30.00 | Per Day |
|  |  | \$ | 50.00 | Month |
| Tobacco License |  | \$ | 150.00 | Annual |
| Wine License |  | \$ | 600.00 | Annual |
| Dangerous Animals |  | \$ | 150.00 | Annual |
| Dog or Cat License |  |  |  |  |
| Male/Female | \$0 | \$ | 16.00 | Annual |
| Unisex | \$0 | \$ | 8.00 | Annual |
| Replacement of tag |  | \$ | 1.00 |  |
| Pick-up (Animal at large) |  | \$ | 10.00 |  |
| Board |  | \$ | 10.00 | Per Day |
| Animal at Large |  | \$ | 90.00 |  |
| No City License |  | \$ | 90.00 |  |
| Rabies Vaccination not current |  |  | Court |  |
| Disturbing the Peace |  |  | Court |  |
| Garbage \& Refuse Haulers |  | \$ | 160.00 | Annual |
| Special Vehicle Permit |  | \$ | 35.00 | Annual |
| Non-profits Exempt (must provide certification) |  |  |  |  |
| Taxicabs |  | \$ | 100.00 | Annual |
|  |  | \$ | 25.00 | Per Additional Vehicle |
| Transient Merchant |  | \$ | 30.00 | Per Month |
|  |  | \$ | 160.00 | Bi-Anntal Semiannual |
|  |  | \$ | 315.00 | Annual |
| Refindincricense Fee |  | $20 \%$ of fee up to a maximum of \$100.00 |  |  |



| Cable |
| :--- |
| DVD |
| CD |
| CD w/Printed Cover |
| Filming w/Certification |
| Editing w/Certification |
| Certification Training |
| Student (high school and full-time post secondary) |


| Fee/Charge |  |  |
| :--- | ---: | :--- | :--- |
| $\$$ | 11.00 | Includes Tax |
| $\$$ | 3.00 |  |
| $\$$ | 5.00 |  |
| $\$$ | 50.00 | Per Day |
| $\$$ | 10.00 | Per Hour |
| $\$$ | 100.00 |  |
| $\$$ | 25.00 | Per Hour |

## Stage

Damage Deposit
Call-Back

## Fee/Charge

\$ 500.00
\$ 50.00 Per Hour

Basic Unit; $24 \times 20 \mathrm{ft}$., set-up and take down
Marshall non-profit business or agency
\$ 250.00
Marshall for profit business or agency
\$ 350.00
All others
\$ 600.00

Basic Unit; plus additional 16 x 4 ft ., set-up and take down
Marshall non-profit business or agency
\$ 350.00
Marshall for profit business or agency
\$ 500.00
All others
\$ 1,200.00

## Park Land Development

## Fee/Charge

For any residential or commercial subdivision of property after March 10, 2009, upon initial sale

Residential Lot
Commercial Lot

## Telecommunication

Application \& Permit fee
Ammal Permit
\$ 500.00 Per Lot
$2 \%$ Of gross unimproved value per commercial lot

## Fee/Charge

$1,500.00 \$ \quad 1,000.00$ Plus
$2.00 \$$ 1.00 Per Lineal Foot from point of initiation to point of termination for the use of City owned right-of-way

| Fee/Charge |  |  |
| :--- | :---: | ---: |
| $\$$ | - | Per Hour |
| $\$$ | 20.00 | Per Hour |
| $\$$ | - | Per Hour |
| $\$$ | 30.00 | Per Hour |
| $\$$ | 75.00 | Per Hour |

Groups A , B Group C
Groups A , B
Groups A , B**
Group C

The kitchen is not available for use. This applies to all caterers and renters.
(This includes the refrigerator, stove, freezer, sink, dishwashers, etc.)
Group A: Seniors/City of Marshall sponsored events.
Any group of seniors meeting during regular scheduled hours (9-4), depending on space assignment.
Group B: Local public agencies and non-profit organizations.
Gr Item 17. ate/Commercial/State of Minnesota Groups
** Meeting after regular scheduled hours (after 4:00 p.m.)
Rentals will be made as follows based on space availability:

1. Senior Center Programs/Activities
2. Marshall Area Senior Citizens, Inc. Members (receive a $\$ 5 / \mathrm{hr}$. discount)
3. Seniors (age 55 \& older)
4. All others

## Red Baron Arena and Expo Center

Video Board usage for events
Plus Staff time
Advertising Fees

## Ice Rink

Open Rate
10 or more hours booked at one time 30 or more hours booked at one time
Marshall Community Services
Marshall High School

## Fee/Charge

\$ 300.00 Per Event
\$ 25.00 Per Hour Per Staff
Contractual Agreement
(Marshall High School will not be charged ice time during high school games or tournaments)
Southwest Figure Skating Club
Marshall Area Hockey Association (MAHA)
Off season (June 1-August 31)(Saturday and Sunday)
Ice Painting Equipment
\$ $\quad 75.00$ Per Hour
\$ 65.00 Per Hour (1st 450 hrs.) \$40.00 Per Hour thereafter

Ice Painting Equipment

## Fee/Charge

\$ 125.00 Per Hour
\$ 115.00 Per Hour
\$ 100.00 Per Hour
\$ $\quad 75.00$ Per Hour
\$ 75.00 Per Hour

## Expo/Meeting Room

Full day expo floor rental
Event SETUP
Event CLOSURE
Club Room
Lower level meeting Room

## FIRE DEPARTMENT

Fire/Rescue Calls (Outside city limits)*

## Fee/Charge

\$ $1,000.00$
Fire/Rescue Calls (Within city limit)*
\$ 750.00
*After 5 hours on scene, incident billing will follow the Southwest/West Central Fire Department Association Mutual Aid Agreement
Hazardous Materials Trailer
\$ 750.00 Plus supplies \& materials used
Pumping Fuel or Gas (48 hours to pick up)
\$ 1.00 Per Gallon in and out (48 hours to pick up)** **If not picked up within 48 hours, owner will be assessed cost of Hazardous waste disposal contractor to dispose of waste

Natural Gas line hits
Automatic fire alarm activation***
\$ $\quad 750.00$ Per Call
\$ 750.00 Per Call

| Education Trailer (to all departments) | $\$$ | 150.00 | Per Day |
| :--- | :--- | :--- | :--- |
| Fire Chief's call for service (officer's pages) | $\$$ | 100.00 | Per Hour |

Calls that are caused by negligence, or lasting longer than 5 hours on scene*, will be billed out on cost basis of equipment and manpower:
*After 5 hours on scene, incedent billing will follow the Southwest/West Central Fire Dept. Association Mutual Aid Agreement for all departments that were called for mutual aid.

Fire Equipment<br>Rescue VanTruck<br>1500 GPM Engine<br>1000 GPM Engine<br>Ladder Truck

Tanker
Grass Rig
Haz-Mat Trailer
Water Auger with Engine or Tanker
UTV
Each firefighter responding to the call for service
Mileage to organizations outside the
Southwest/West Central Fire Department Mutual Aid

## Fee/Charge

\$ 125.00 Per Hour
\$ 295.00 Per Hour
\$ 200.00 Per Hour
\$ 750.00 For Initial First Hour
\$ 250.00 Per Hour thereafter
\$ 160.00 Per Hour
\$ 125.00 Per Hour
\$ 125.00 Per Hour
\$ 150.00 Per Hour
\$ 85.00 Per Hour
\$ 17.50 Per Hour
\$ 1.75 Per Mile
****Any equipment/tools damaged/destroyed due to the call for service will be assessed at actual cost to the owner or responsible party of the call for service.

## Supplies: (Billed out at cost incurred)

AFFF Foam
AR-AFFF Foam
Floor Dry
55 Gallon steel barrel with metal lid
8 "x10' absorbent boom
4' X 8' Plywood

## PUBLIC SAFETY DEPARTMENT

Police Records
DVD/CD of Photos, Videos and Audio
False Alarm Call (after 3rd)
Residence Check
First three checks \$ 40.00

After 3rd check \$ 10.00
Towing Administration Fee
Storage
Opening Car Door
In- Item 17. round Check
\$ 150.00 Per Pail
\$ 200.00 Per Pail
\$ 15.00 Per Bag
\$ 135.00 Per Barrel
\$ 145.00 Per Boom
\$ 25.00 Per Sheet

## Fee/Charge

\$ $\quad 0.25$ Per Sheet of six pages or more
\$ 20.00 Each
\$ 60.00
40.00
15.00
25.00 Per Day
35.00
20.00

| Funeral Escorts (3 or more Officers) | $\$$ | 150.00 |
| :--- | ---: | ---: |
| Bank Escorts | $\$$ | 50.00 |


| Parking Violations | Fee/Charge |  |  | After 10 Days |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  | $\$$ | 15.00 |  | $\$$ | 30.00 |
| Prohibited Parking | $\$$ | 15.00 |  | $\$$ | 30.00 |
| Double Parking | $\$$ | 15.00 |  | $\$$ | 30.00 |
| Blocking Driveway | $\$$ | 15.00 |  | $\$$ | 30.00 |
| No Parking Zone | $\$$ | 15.00 |  | $\$$ | 30.00 |
| Blocking Alley | $\$$ | 15.00 |  | $\$$ | 30.00 |

## MERIT CENTER

| Classroom | Room A or B 1/2 Day |  | Room A or B Full Day |  | $\begin{gathered} \text { Room A \& B } \\ 1 / 2 \text { Day } \end{gathered}$ |  | $\begin{aligned} & \text { Room A \& B } \\ & \text { Full Day } \end{aligned}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Public Safety | \$ | 10.00 | \$ | 10.00 | + | 20.00 | \$ | 20.00 |
| Government/Non-Profit | \$ | 30.00 | \$ | 50.00 | \$ | 45.00 | \$ | 75.00 |
| Business | \$ | 50.00 | \$ | 75.00 | \$ | 75.00 | \$ | 100.00 |

## Props \& Simulators

Public Safety
Government/Non-Profit
Business

## Driving Course

Government/Non-Profit
Business

## Fee/Charge

$\$ \quad 35.00$ Per Item Per Day
\$ 35.00 Per Item Per Day
\$ 50.00 Per Item Per Day

|  |  | 1/2 Day Hourly |  | Full Day |  | zull Day Hourly |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| \$ | 120.00 | \$ | 20.00 | \$ | 200.00 | \$ | 35.00 |
| \$ | 200.00 | \$ | 30.0 | \$ | 300.00 | \$ | 50.00 |

## Rate Categories

Public Safety: training of police, fire, ambulance, hazardous material teams, etc.
Government/Non-Profit: training for entities such as civic, charitable, service clubs, government organizations, etc.
Business: training for private individuals, organizations, and businesses of any kind.

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


## PUBLIC WORKS DEPARTMENTS

## Airport

Hangar Rent

| Single Engine | $\$$ | 80.00 | Per Month |
| :--- | :--- | ---: | :--- |
| Twin Engine | $\$$ | 100.00 | Per Month |
| Winch | $\$$ | 10.00 | Per Month |
| Electric service for Heater | $\$$ | 5.00 | Per Month |

## Fee/Charge

\$ 80.00 Per Month
100.00 Per Month
10.00 Per Month
5.00 Per Month
(These rates are for governmental agencies only. For non-governmental entities, multiply rate by 1.5.; With Operator)

Oshkosh/FWD 24' Snow Plow with Batwings
Oshkosh Blower
Oshkosh Airport Runway Broom (18-ft.)
Item 17.

## Building Inspection

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


## WWTF Sanitary Sewer Connection Permit Application

| Nominal Size of Sanitary Sewer Pipe Exiting the Building | Connect + (WWTF) | Inspection $=$ <br> (Bldg. Insp.) | Total |  |
| :---: | :---: | :---: | :---: | :---: |
| $4 "$ | 200.00 | 50.00 | \$ | 250.00 |
| $6{ }^{\prime \prime}$ | 575.00 | 50.00 | \$ | 625.00 |
| $>6^{\prime \prime}$ | 2,000.00 | 50.00 |  | 2,050.00 |

## Planning Commission Action Request Application Fee/Charge Escrow

Es Item 17. used for direct costs incurred by the City of Marshall. The difference will be refunded if OVER \$5
or billed if OVER $\$ 50$.

| Variance Adjustment Permit | $\$$ | 300.00 | $\$$ | 300.00 |
| :--- | :--- | :--- | :--- | :--- |
| Conditional Use Permit | $\$$ | 300.00 | $\$$ | 300.00 |
| Map Amendment (Rezoning) Application | $\$$ | 300.00 | $\$$ | 300.00 |

Direct costs include but are not limited to:

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

Subdivision Platting
Preliminary Plat $\$ 70.00$ Per Acre + Direct Costs
Final Plat \$
Planned Unit Development (PUD) (excludes platting fee)
\$ 200.00 Per Acre + Direct Costs
Base Map Updating (whichever is greater)
\$ 5.00 Per Lot
\$ 15.00 Per Acre

Zoning Letter

## Engineering

Overweight Load Permit

Single Trip
Annual from application date
$</=6$ Axles $/ 90,000 \mathrm{lbs}$.
$>6$ Axles $/ 90,000 \mathrm{lbs}$.
\$ 25.00

## Fee/Charge

\$ 50.00 Per Vehicle
\$ 300.00 Per Vehicle
\$ 500.00 Per Vehicle

Direct costs include but are not limited to:

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

Annexation Application $\$ 100.00$ + Direct Costs
Vacation of Public Rights of Way/Public Easements \$ 100.00 + Direct Costs
Application
Moving In-Town Permit Application
\$ 200.00
Moving on Public Right of Way Permit Application \$ 50.00

Copying/Plotting/Printing (No Charge if under \$5)
Small Scale Copies ( $81 / 2 \times 11,81 / 2 \times 14,11 \times 17$ )
Small Scale Plots/Prints ( $81 / 2 \times 11,81 / 2 \times 14,11 \times 17$ )
Large Scale ( $18 \times 24$ and larger)

## Fee/Charge

\$ 0.25 Per Sheet
\$ 0.60 Per Sheet
\$ 3.00 Per Square Foot

Aerial Photo Printing/CD Copies (No charge if under \$5) Fee/Charge

| $81 / 2 \times 11$ | $\$$ | 2.00 |
| :--- | :--- | :--- |
| $11 \times 17$ | $\$$ | 5.00 |
| Large Scale Prints | $\$$ | 4.00 Per Square Foot |

## Excavation Permit Application within City Right of Way Fee/Charge

Deposit is refundable less costs for repair- Billed extra if direct costs exceed deposit

| Excavation | \$ | 400.00 | Deposit plus |
| :---: | :---: | :---: | :---: |
|  | \$ | 50.00 | Inspection |
| Driveway Permit | \$ | 300.00 | Deposit plus |
|  | \$ | 50.00 | Inspection |
| Sidewalk Permit | \$ | 50.00 | Inspection |
| Investigation Fee (when work is started prior to obtaining Permit) | \$ | 50.00 |  |
| Special Projects | Fee/Charge |  |  |
| Standard Engineering for Special Assessment Projects |  | 16\% | (Construction |
| Engineer (Registered) | \$ | 100.00 | Per Hour |
| Assistant Engineer | \$ | 75.00 | Per Hour |
| Senior Engineering/Specialist | \$ | 60.00 | Per Hour |
| Engineering Technician/Specialist | \$ | 50.00 | Per Hour |
| Building Official | \$ | 70.00 | Per Hour |
| Building Inspector | \$ | 55.00 | Per Hour |
| Administrative Assistant | \$ | 50.00 | Per Hour |
| Office Assistant/Receptionist | \$ | 35.00 | Per Hour |
| GPS Survey | \$ | 100.00 | Per Hour |

Watermain Tapping \& Water Meters (Refer to Marshall Municipal Utilities for application and fees.) (Equipment hourly rate/not including operator). Add $\$ 30.00 /$ hour for operator.

## Storm Sewer Connection Permits

| (Inside Diameter of Sewer Service Pipe Entering the Building) | Connect + |  |  | Inspection $=$ |  |  | Total |
| :---: | :--- | ---: | ---: | ---: | :---: | :---: | :---: |
| $4^{\prime \prime}$ | Gravity | 100.00 | 30.00 | $\$$ | 130.00 |  |  |
| $6^{\prime \prime}$ | Gravity | 120.00 | 30.00 | $\$$ | 150.00 |  |  |
| $8^{\prime \prime}$ | Gravity | 200.00 | 60.00 | $\$$ | 260.00 |  |  |
| $10^{\prime \prime}$ | Gravity | 360.00 | 60.00 | $\$$ | 420.00 |  |  |
| $12^{\prime \prime}$ or $>$ | Gravity | 500.00 | 90.00 | $\$$ | 590.00 |  |  |
| $11 / 2^{\prime \prime}$ | Force | 100.00 | 30.00 | $\$$ | 130.00 |  |  |
| $2^{\prime \prime}$ | Force | 120.00 | 30.00 | $\$$ | 150.00 |  |  |
| $3^{\prime \prime}$ | Force | 140.00 | 60.00 | $\$$ | 200.00 |  |  |
| $4^{\prime \prime}$ | Force | 160.00 | 60.00 | $\$$ | 220.00 |  |  |

Municipal Separate Storm Sewer System (MS4)
Surface Water Management MS4 Construction Plan Review

| Drainage/Land Disturbance Application | Fee/Charge |  |
| :--- | :--- | ---: |
| Site more than 2,000 sq. ft. and less than 5,000 sq. ft. | $\$$ | 35.00 |
| Site 5,000 sq. ft. to one (1) acre | $\$$ | 100.00 |
| Site one (1) acre to five (5) acres | $\$$ | 200.00 |
| Site greater than five (5) acres | $\$$ | 300.00 |

Administrative Fines for Violations of City Code Chapter 30 Environment
Administrative Offense

## Fee/Charge

Item 17.

Illicit Discharges and Connections

| Illicit Discharge to Storm water System (Minor) | $\$$ | 50.00 |
| :--- | :--- | ---: |
| Illicit Discharge to Storm water System (Major) | $\$$ | $1,000.00$ |
| Illicit Connection to Storm water System (Minor) | $\$$ | 30.00 |
| Illicit Connection to Storm water System (Major) | $\$$ | $1,000.00$ |
| Failure to Report a Spill | $\$$ | 300.00 |
| Failure to Cleanup a Spill | $\$$ | 300.00 |
| Failure to Respond to a Notice of Violation | $\$$ | 100.00 |


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

Post Construction Structural Storm water BMP Violations

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

## SURFACE WATER MANAGEMENT UTILITY

Minimum fee or below, whichever is greater
Single Family Residential (Classification 1) Flat rate
Two-Family Residential (Classification 2)
Manufactured Housing (Classification 3)
Industrial, Multi-Family, Railroad Right-of-Way (Classification 4)
Commercial/Office/Parking (Classification 5)
Vacant (Classification 7)
Agricultural (Classification 8)
*Five-Year Rate Projections (See Appendix A attached)

## Street

Weed/Mowing/Snow/Nuisance Enforcement

## Fee/Charge

| $\$$ | 5.28 | Per Month | $\$$ | 5.44 |
| :--- | ---: | :--- | ---: | ---: |
|  |  |  |  |  |
| $\$$ | 5.28 | Household Per Month | $\$$ | 5.44 |
| $\$$ | 23.72 | Per Acre Per Month | $\$$ | 24.21 |
| $\$$ | 33.60 | Per Acre Per Month | $\$$ | 34.30 |
| $\$$ | 40.76 | Per Acre Per Month | $\$$ | 41.61 |
| $\$$ | 52.25 | Per Acre Per Month | $\$$ | 53.33 |
| $\$$ | 2.85 | Per Acre Per Month | $\$$ | 2.91 |
| $\$$ | 0.71 | Per Acre Per Month | $\$$ | 0.73 |

## Fee/Charge

\$ 50.00 + Direct Costs
*Elgin Sweeper
*Cat/John Deere Front-End Loader
*Tractor-Loader Backhoe
*Motor Grader
*Cat Loader w/Snow-Go Blower
*Truck with Vactor (Catch Basin Cleaning Unit)
*Truck with Snowplow
*Skid Loader
*Dump Truck
*Boom Truck
*1-Ton
*Pick Up
Brush Chipper
Portable Pumps
Barricades - Type II
Barricades - Type III
Traffic Control Devices (12 Cones)
Operator

| 105.00 | Per Hour |
| ---: | :--- |
| 95.00 | Per Hour |
| 85.00 | Per Hour |
| 95.00 | Per Hour |
| 115.00 | Per Hour |
| 80.00 | Per Hour |
| 80.00 | Per Hour |
| 70.00 | Per Hour |
| 75.00 | Per Hour |
| 75.00 | Per Hour |
| 70.00 | Per Hour |
| 60.00 | Per Hour |
|  |  |
| 70.00 | Per Hour |
| 60.00 | Per Hour |
| 5.00 | Per Day |
| 10.00 | Per Day |
| 5.00 | Per Day Minimum |
| 50.00 | Per Hour |

## WASTEWATER

Residentia//Commercial (includes \$1.00 Phosphorus Surcharge
Violation under Sec. 78-73, Marshall Code of Ordinance
Violation under Sec. 78-74, Marshall Code of Ordinance

## Domestic

Industrial

## Fee/Charge

(Surcharge by strength as follows):
Excess CBOD
Excess Suspended Solids
Excess Phosphorus (industrial)
\$ 22.43 Per Month Base Charge
\$ 50.00 Monthly Surcharge
\$ 100.00 Monthly Surcharge
\$ 4.42 Per 1,000 Gallons
\$ $\quad 2.82$ Per 1,000 Gallons
\$ $\quad 308.57$ Per 1,000 Pounds
\$ 308.39 Per 1,000 Pounds
\$ 2.18 Per Pound
*Five-Year Rate Projections (See Appendix B attached)

## Pretreatment of Industrial Wastewater Violations (Sec. 78-48) <br> Failure to meet Preliminary Treatment Requirements <br> $\frac{\text { Fee/Charge }}{\$ \quad 500.00}$

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

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

1. Potential critical impact on public health or the environment.
2. Potential danger to human life or safety.
3. Continuing nature of violation.
4. Itom 17 stitution, repair, or remediation exceeds $\$ 1,000.00$.
5. Knowing performance of unpermitted activities.

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

The administrative fine imposed for a second or subsequent violation of the same type by the same person or entity within a 24 -month period may double the amount of the previous fine up to a maximum of $\$, 1000.00$

| Call-Out | During Business Hours <br> After Business Hours |
| :--- | :--- |
| Biosolids Application |  |
| Porta Potty Waste |  |

## Fee/Charge

\$ 50.00 Per Hour
\$ 120.00 Per Hour
\$ 100.00 Per Acre
\$72.86- \$74.86 Per 1,000 Gallons

## Fee/Charge

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

| Operator | \$ | 50.00 | Per Hour |
| :---: | :---: | :---: | :---: |
| *Skid Loader | \$ | 70.00 | Per Hour |
| *Water Truck 3,000 Gal. | \$ | 60.00 | Per Hour |
| *Dump Truck | \$ | 75.00 | Per Hour |
| *Semi Tractor Tanker Trailers | \$ | 100.00 | Per Hour |
| *Pickup | \$ | 60.00 | Per Hour |
| *Crane Truck | \$ | 75.00 | Per Hour |
| Jet Vac Truck | \$ | 150.00 | Per Hour With Operator |
| Sludge Applicator Vac/Pressure Sys. | \$ | 150.00 | Per Hour With Operator |
| Sewer Camera | \$ | 150.00 | Per Hour With Operator |
| 6" Portable Pumps | \$ | 60.00 | Per Hour |
| 6" Hose 100' | \$ | 30.00 | Per Day |
| Mileage | \$ | 1.50 | Per Mile Includes Operato |


| Laboratory Testing Services | Fee/Charge |  |
| :--- | :--- | ---: |
| (Minnesota Pollution Control Agency Permit \#0022179) |  |  |
| CBOD | $\$$ | 24.00 |
| TSS | $\$$ | 12.00 |
| Ph | $\$$ | 6.00 |
| Ammonia | $\$$ | 20.00 |
| Total Phosphorus | $\$$ | 16.00 |
| Fecal Coliform | $\$$ | 19.00 |
| Chlorides | $\$$ | 15.00 |
| Dissolved Oxygen | $\$$ | 10.00 |

Fee/Charge

Place seal on valve preventing discharge into sanitary sewer system
Breaking seal on valve to allow discharge to flow into sanitary sewer system

Discharge fee when seal is broken on valve
\$ 25.00 Service Charge
\$ 25.00 Service Charge

Unpermitted discharge fee

## Special Assessment For Street Reconstruction

Residential Street Reconstruction Assessment
25.00 November 1 - March 31
300.00

## Fee/Charge

\$ 5,700.00 Maximum to property at any given time

Special Commercial/Industrial Street Reconstruction Assessment is lesser of actual cost amount or maximum assessable amount.

Maximum Fixed Amount Per Parcel $\quad \$ 5,700$ X (Equivalent Number of Residential Parcels)
Maximum Fixed Frontage-foot Amount
\$71.25/Frontage-foot X Street Width Factor) X (Street Strength Factor) X Frontage-feet

See SPECIAL ASSESSMENT AMOUNT CALCULATION PROCEDURES form for additional information.

Maximum does NOT include individual improvements for sanitary sewer service line, removal and replacement of private driveway, sidewalk walk-ups, or new/additional driveway improvements within City right-of-way.

Interest Rate
Projects Bonded
Projects Not Bonded

## ECONOMIC DEVELOPMENT DEPARTMENT

(Government and Non-profit only)
Advertising Kiosk Space (as per agreement)
2.00\% Plus Bond Interest Rate
2.50\%

Fee/Charge
\$ 250.00 Per Year; 7/1-6/30 (may pro rate)

## Appendix A

SPRINGSTED INCORPORATED - UTILITY PLANNING MODEL STORM WATER UTILITY FUND PROJECTIONS

SURFACE WATER UTILITY PROJECTIONS

| Projected Surface Water Rate Adjustment | $\begin{gathered} \hline \text { Projected } \\ \text { Change } \\ 2021-2025 \\ \hline \end{gathered}$ |  | 3.00\% | 3.00\% | 3.00\% | 3.00\% | 3.00\% |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|  | growth in volume |  |  |  |  |  |  |
| Operating Revenues | 0.00\% | 1,227,411 | 1,264,233 | 1,302,160 | 1,341,225 | 1,381,462 | 1,422,906 |
| Operating Expenses |  |  |  |  |  |  |  |
| Salaries and benefits | 3.00\% | - | - | - | - | - | - |
| Supplies | 3.00\% | 43,850 | 45,166 | 46,520 | 47,916 | 49,354 | 50,834 |
| Equipment Repair \& Maintenance | 3.00\% | - | - | - | - | - | - |
| Other Repairs and Maintenance | 5.00\% | - | - | - | - | - | - |
| Other services and charges | 3.00\% | 435,944 | 449,022 | 462,493 | 476,368 | 490,659 | 505,379 |
| Insurance | 3.00\% | - | - | - | - | - | - |
| Utilities | 5.00\% | - | - | - | - | - | - |
| Depreciation-Existing |  | 496,681 | 471,847 | 448,255 | 425,842 | 404,550 | 384,322 |
| Depreciation - New |  |  | 86,957 | 131,773 | 141,773 | 173,040 | 173,040 |
| Total Operating Expenses |  | 976,475 | 1,052,992 | 1,089,041 | 1,091,899 | 1,117,602 | 1,113,575 |
| Operating Income (Loss) |  | 250,936 | 211,241 | 213,119 | 249,326 | 263,860 | 309,331 |
| Nonoperating Revenues (Expenses) |  |  |  |  |  |  |  |
| Interest | 0.50\% | 10,000 | 4,785 | 5,181 | 3,390 | 5,107 | 3,890 |
| Refunds and reimbursements |  | - |  |  |  |  |  |
| Rents |  | - |  |  |  |  |  |
| Gain/(loss) on disposal of assets |  | - |  |  |  |  |  |
| Interest Expense - existing debt |  | $(60,967)$ | $(53,996)$ | $(46,808)$ | $(39,120)$ | $(30,583)$ | $(22,010)$ |
| Interest Expense - new debt |  |  | $(20,440)$ | $(50,669)$ | $(47,847)$ | $(77,770)$ | $(71,979)$ |
| Total Nonoperating Revenues (Expenses) |  | $(50,967)$ | $(69,651)$ | $(92,296)$ | $(83,576)$ | $(103,246)$ | $(90,100)$ |
| Income (Loss) Before Transfers |  | 199,969 | 141,590 | 120,823 | 165,750 | 160,614 | 219,231 |
| Transfers |  |  |  |  |  |  |  |
| Transfers In |  | - |  |  |  |  |  |
| Transfers (Out) | 0.00\% | - | - | - | - | - | - |
| Total Transfers |  |  |  |  |  |  |  |
| Net Income (Loss) |  | 199,969 | 141,590 | 120,823 | 165,750 | 160,614 | 219,231 |
| Beginning Cash \& Investments |  | 1,550,379 | 956,963 | 1,036,271 | 678,040 | 1,021,446 | 777,956 |
| Net Income |  | 199,969 | 141,590 | 120,823 | 165,750 | 160,614 | 219,231 |
| Depreciation |  | 496,681 | 558,804 | 580,028 | 567,615 | 577,590 | 557,362 |
| Acquisition and Construction of Assets |  | $(1,708,711)$ | $(1,344,484)$ | $(676,860)$ | $(938,000)$ | $(500,000)$ | $(500,000)$ |
| Proceeds from Long-Term Debt |  | 700,000 | 1,044,484 | - | 938,000 | - | - |
| Principal Payments on Long-Term Debt - New |  |  | $(37,858)$ | $(95,122)$ | $(97,944)$ | $(180,807)$ | $(186,598)$ |
| Principal Payments on Long-Term Debt - Existing |  | $(281,355)$ | $(283,228)$ | $(287,100)$ | $(292,015)$ | $(300,887)$ | $(270,887)$ |
| Ending Cash \& Investment Balance |  | 956,963 | 1,036,271 | 678,040 | 1,021,446 | 777,956 | 597,064 |
| Minimum Cash \& Investment Balance |  |  |  |  |  |  |  |
| Designated for Capital Improvements - Beginning |  | - | 165,560 | 351,828 | 168,311 | 357,516 | 50,046 |
| Annual Capital Reserve Funding (1/3 Deprec.) | 1/3 | 165,560 | 186,268 | 193,343 | 189,205 | 192,530 | 185,787 |
| Capital Reserve Used for Improvements/Expansion |  | - | - | $(376,860)$ | - | $(500,000)$ | - |
| Adjustment to Capital Reserve |  |  |  |  |  |  | - |
| Designated for Capital Improvements - Ending |  | 165,560 | 351,828 | 168,311 | 357,516 | 50,046 | 235,833 |
| Designated for Revenue Bonds (following yrs DS) |  | 395,522 | 479,699 | 476,926 | 590,047 | 551,474 | 412,334 |
| Net Operating Cash |  | 395,881 | 204,744 | 32,804 | 73,883 | 176,436 | $(51,103)$ |
| Unassigned Operating Reserve ( $25 \%$ of Oper. Exp.) |  | 263,248 | 272,260 | 272,975 | 279,400 | 278,394 | 278,394 |
| Recommended Minimum Operating Cash |  | 263,248 | 272,260 | 272,975 | 279,400 | 278,394 | 278,394 |
| Amount Over (Under) Goal |  | 132,633 | $(67,516)$ | $(240,171)$ | $(205,517)$ | $(101,958)$ | $(329,497)$ |

SPRINGSTED INCORPORATED - UTILITY PLANNING MODEL
WASTEWATER UTILITY FUND PROJECTIONS
WASTEWATER UTILITY PROJECTIONS

| Projected Wastewater Rate Adjustment | Projected Change |  | 1.00\% | 1.00\% | 1.00\% | 1.00\% | 1.00\% |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
| Operating Revenues | growth in volume |  |  |  |  |  |  |
| Surcharge Revenues | 0.00\% | - | - | - | - | - | - |
| Utility Sewer Charges | 0.00\% | 5,418,000 | 5,472,180 | 5,526,902 | 5,582,171 | 5,637,993 | 5,694,372 |
| Pretreatment Charges | 0.00\% | - | - | - | - | - | - |
| Other Services and Charges | 0.00\% | 41,000 | 41,000 | 41,000 | 41,000 | 41,000 | 41,000 |
| Total Operating Revenues |  | 5,459,000 | 5,513,180 | 5,567,902 | 5,623,171 | 5,678,993 | 5,735,372 |
| Operating Expenses |  |  |  |  |  |  |  |
| Salaries and benefits | 3.00\% | 1,192,813 | 1,228,597 | 1,265,455 | 1,303,419 | 1,342,521 | 1,382,797 |
| Supplies | 4.00\% | 306,750 | 319,020 | 331,781 | 345,052 | 358,854 | 373,208 |
| Repair and maintenance | 4.00\% | 173,000 | 179,920 | 187,117 | 194,601 | 202,386 | 210,481 |
| Other services and charges | 2.50\% | 468,730 | 480,448 | 492,459 | 504,771 | 517,390 | 530,325 |
| Insurance | 1.00\% | 37,043 | 37,413 | 37,788 | 38,165 | 38,547 | 38,933 |
| Utilities | 5.00\% | 330,062 | 346,565 | 363,893 | 382,088 | 401,192 | 421,252 |
| Depreciation-Existing |  | 1,675,140 | 1,591,383 | 1,511,814 | 1,436,223 | 1,364,412 | 1,296,191 |
| Depreciation-New |  |  | 47,986 | 102,591 | 129,639 | 173,090 | 215,590 |
| Total Operating Expenses |  | 4,183,538 | 4,231,333 | 4,292,898 | 4,333,959 | 4,398,393 | 4,468,777 |
| Operating Income |  | 1,275,462 | 1,281,847 | 1,275,004 | 1,289,212 | 1,280,600 | 1,266,595 |
| Non-Operating Revenue (Expenses) |  |  |  |  |  |  |  |
| Special Assessments |  |  |  |  |  |  |  |
| Other income (expense) |  | (1,843,279) |  |  |  |  |  |
| Investment earnings (loss) | 1.10\% | 50,000 | 74,425 | 66,397 | 70,459 | 68,051 | 65,220 |
| Refunds and reimbursements |  | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| Rents |  | 15,282 | 15,282 | 15,282 | 15,282 | 15,282 | 15,282 |
| Gain (Loss) on Disposal of Assets - Net |  |  |  |  |  |  |  |
| Bond issuance costs |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Interest Expense - existing debt |  | (274,938) | $(305,788)$ | $(274,039)$ | $(242,371)$ | $(208,615)$ | (177,725) |
| Interest Expense - new debt |  | $\bigcirc$ | - | - | - | - |  |
| Total Non-Operating Revenues |  | $(2,032,935)$ | $(196,081)$ | $(172,360)$ | $(136,630)$ | $(105,282)$ | $(77,223)$ |
| Income (Loss) Before Transfers |  | $(757,473)$ | 1,085,767 | 1,102,644 | 1,152,582 | 1,175,318 | 1,189,373 |
| Operating Transfers |  |  |  |  |  |  |  |
| Transfers In |  | - |  |  |  |  |  |
| Transfers Out |  | - | - | - | - | - | - |
| Total Operating Transfers |  | - | - | - | - | - |  |
| Net Income (Loss) |  | $(757,473)$ | 1,085,767 | 1,102,644 | 1,152,582 | 1,175,318 | 1,189,373 |
| Beginning Cash \& Investments |  | 8,816,706 | 6,765,936 | 6,036,093 | 6,405,341 | 6,186,495 | 5,929,098 |
| Net Income |  | $(757,473)$ | 1,085,767 | 1,102,644 | 1,152,582 | 1,175,318 | 1,189,373 |
| Depreciation |  | 1,675,140 | 1,639,369 | 1,614,405 | 1,565,862 | 1,537,502 | 1,511,781 |
| Acquisition and Construction of Assets |  | (1,177,281) | (1,461,304) | $(726,000)$ | (1,280,200) | $(1,275,000)$ | $(700,000)$ |
| Proceeds from Long-Term Debt |  | - | - | - | - | - | - |
| Principal Payments on Long-Term Debt - New |  |  |  | - |  | - - |  |
| Principal Payments on Long-Term Debt - Existing |  | $(1,791,156)$ | (1,993,674) | (1,621,801) | (1,657,090) | $(1,695,217)$ | (1,598,217) |
| Ending Cash \& Investment Balance |  | 6,765,936 | 6,036,093 | 6,405,341 | 6,186,495 | 5,929,098 | 6,332,034 |
| Minimum Cash Balance |  |  |  |  |  |  |  |
| Designated for Capital Improvements - Beginning |  | 3,389,333 | 1,704,434 | 1,850,890 | 1,989,025 | 2,110,979 | 1,773,480 |
| Annual Capital Reserve Funding (1/3 Deprec.) | 1/3 | 558,380 | 546,456 | 538,135 | 521,954 | 512,501 | 503,927 |
| Capital Reserve Used for Improvements/Expansion |  | $(400,000)$ | $(400,000)$ | $(400,000)$ | $(400,000)$ | $(850,000)$ | $(400,000)$ |
| Adjustment to Capital Reserve |  | $(1,843,279)$ |  |  |  |  |  |
| Designated for Capital Improvements - Ending |  | 1,704,434 | 1,850,890 | 1,989,025 | 2,110,979 | 1,773,480 | 1,877,407 |
| Designated for Revenue Bonds (following yrs DS) |  | 2,299,462 | 1,895,840 | 1,899,461 | 1,903,832 | 1,775,942 | 1,572,219 |
| Net Operating Cash |  | 2,762,040 | 2,289,363 | 2,516,855 | 2,171,683 | 2,379,676 | 2,882,409 |
|  |  |  |  |  |  |  |  |
| Unassigned Operating Reserve (50\% of Oper. Exp.) |  | 2,115,666 | 2,146,449 | 2,166,979 | 2,199,196 | 2,234,388 | 2,234,388 |
| Recommended Minimum Operating Cash |  | 2,115,666 | 2,146,449 | 2,166,979 | 2,199,196 | 2,234,388 | 2,234,388 |
| Amount Over (Under) Goal |  | 646,374 | 142,914 | 349,875 | $(27,513)$ | 145,288 | 648,020 |

## SPECIAL ASSESSMENT AMOUNT CALCULATION PROCEDURES

## STEPS

1. Actual cost amount
(a) Engineering staff shall calculate the estimated cost of the proposed project. The assessable costs of the project (less the amounts in Step 4 below) will be allocated to each of the benefited property parcels on a frontage-foot basis.

Assessable Cost Per Frontage-foot $=($ Total Assessable Project Cost $) /($ Total Frontage-feet of All Parcels in Project $)$
Actual Costs Assessed to Parcel " $A$ " = (Assessable Cost Per Frontage-foot) X (Frontage-feet of Parcel " $A$ ")
2. Maximum assessable amount
a. A maximum assessable amount for each parcel will be calculated. The maximum assessable amount per parcel will be the lesser of the amounts in (1) or (2):
(1) Fixed amount per parcel
(a) Residential parcels
i. $\$ 5,700 /$ Parcel
(b) Commercial/industrial parcels
i. $\$ 5,700 \times$ (Equivalent Number of Residential Parcels*)
(2) Fixed frontage-foot amount
(a) (Standard Frontage-foot Rate ${ }^{* *}$ ) $\times$ (Street Width Factor***) $\times$ (Street Strength Factor****) $\times$ (Frontage-feet)
3. The amount assessed against a particular parcel will be the lesser of the actual cost amount calculated in Step 1 or the maximum assessable amount calculated in Steps 2a.(1) or 2a.(2).
4. The maximum assessed amount in Step 3 does not include the individual improvements for the sanitary sewer service line, sidewalk walk-ups, or new, additional driveway improvements within City right-ofway. The cost of any ad-ons to the project that are requested by the property owner shall be assessed to that particular property parcel in addition to the amount calculated in Step 3 above.

## NOTES

*Equivalent Number of Residential Parcels = (Square Feet of Parcel)/(Square Feet of Average Residential Parcel)
${ }^{* *}$ Standard Frontage-foot Rate $=($ Maximum Fixed Amount Per Residential Parcel)/(Average Frontage-feet of Residential Parcel)
***Street Width Factor $=($ Width of Proposed Street $) /($ Width of Average Street $)$
****Street Strength Factor $=$ (Strength of Proposed Street in Tons)/(Strength of Average Street in Tons)
The fixed amount per parcel and the fixed frontage-foot amount shall be adjusted on an annual basis.

## ASSUMPTIONS

1. Average residential parcel area is 10,000 square feet.
2. Maximum assessable fixed amount per residential parcel is $\$ 5,700$.
3. Average frontage per residential parcel is 80 feet.
4. Average street width is 36 feet.


## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :---: | :---: |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Project 270-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project - 1) Consider Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment. |
| Background Information: | The project consists of the installation of new storm sewer main and requested private storm sewer services within and adjacent to the alley lying between the west side of South Whitney Street and the east side of South High Street, between the north line of East Marshall Street and the south line of East College Drive. <br> 1) Attached please find a "Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment" for the project. <br> Property owners are responsible for the costs of installation of private storm sewer services to their property. At the informational meeting on September 9, 2019, the individual costs were explained to the property owners in attendance. The property owners were given a week to decide whether or not they wanted to go ahead with the contract costs for the installation of the private storm sewer services. Two property owners have already decided to not proceed with their storm sewer services. Actual installations will be revised prior to the final assessment recommendation as per the property owners' requests. Because of these adjustments, the project award with contingencies and engineering is slightly different than the total amount of the assessment roll. |
| Fiscal Impact: | The following is a breakdown of the revised proposed project funding. The costs shown below include $5 \%$ for contingencies and $16 \%$ for engineering and administrative costs, for a total revised project cost of $\$ 44,302.31$. The following is a proposed breakdown of the project funding: <br> Per the Finance Department, the interest rate on the assessments for this project is $2.5 \%$. |
| Alternative/ <br> Variations: | No alternative actions recommended. |
| Recommendations: | 1) that the Council adopt RESOLUTION NUMBER XXXX, which provides for the "Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment" for Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project. |
| Item 18. | 227 |

$\qquad$ SECOND SERIES

## RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, costs have been determined for the following project:
Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project - The project consists of the installation of new storm sewer main and requested private storm sewer services within and adjacent to the alley lying between the west side of South Whitney Street and the east side of South High Street, between the north line of East Marshall Street and the south line of East College Drive.

AND WHEREAS, the revised price for such improvement is $\$ 36,373$, and the estimated expenses incurred in the making of such improvement amount to $\$ \underline{7,929}$, so that the revised total estimated cost of the improvement will be $\$ 44,302$.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately $\$ 40,717$. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately \$0. The portion of the cost of the project to be paid by MMU is hereby declared to be approximately $\$ 0$. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately $\$ 0$. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately $\$ 3,584$.
2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2020, and shall bear interest at the rate of $2.5 \%$ per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this $10^{\text {th }}$ day of September, 2019.

## ATTEST:

## Mayor

## City Clerk

This Instrument Drafted by:
Glenn J. Olson, P.E.

East College Drive


COST BREAKDOWN - (WITH CONNECTIONS, PER PROPERTY)
Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project
CITY OF MARSHALL, MINNESOTA
Per Towne \& Country Bid as of 09/04/2019 \& Informational Meeting on 09/09/2019

| ITEM | TOTAL | SPECIAL ASSESSMENTS | WASTEWATER FUND | MMU | Mn/DOT | SURFACE WATER MANAGEMENT UTILITY | AD VALOREM |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 6" PERF PVC PIPE DRAIN | \$1,441 | \$1,441 |  | \$0 |  |  | \$0 |
| CONNECT TO EXISTING STORM SEWER | \$8,039 | \$8,039 |  |  |  |  | \$0 |
| ALLEY | \$34,823 | \$31,238 | \$0 | \$0 | \$0 | \$0 | \$3,584 |
| TOTALS | \$44,302 | \$40,717 | \$0 | \$0 |  | \$0 | \$3,584 |
| \% PARTICIPATION | 100.0\% | 91.9\% | 0.0\%\| | 0.0\% |  | 0.0\% | 8.1\% |


| CONTRACT AMOUNT | $36,373.00$ |
| :---: | :---: |
| CONTINGENCIES | $1^{1,818.65}{ }^{5} \%$ |
| ENG. \& ADMIN. | $3^{28,191.65}$ |
|  | $64,110.66$ |
|  |  |
|  | $46 \%$ |




## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :---: | :---: |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project - 2) Consider Resolution for Hearing on Proposed Assessment (October 8, 2019). |
| Background Information: | The project consists of the installation of new storm sewer main and requested private storm sewer services within and adjacent to the alley lying between the west side of South Whitney Street and the east side of South High Street, between the north line of East Marshall Street and the south line of East College Drive. <br> 2) Attached please find the "Resolution for Hearing on Proposed Assessment," setting the hearing date for the proposed assessments on October 8, 2019 for the above-referenced project. <br> Property owners are responsible for the costs of installation of private storm sewer services to their property. At the informational meeting on September 9, 2019, the individual costs were explained to the property owners in attendance. The property owners were given a week to decide whether or not they wanted to go ahead with the contract costs for the installation of the private storm sewer services. Two property owners have already decided to not proceed with their storm sewer services. Actual installations will be revised prior to the final assessment recommendation as per the property owners' requests. Because of these adjustments, the project award with contingencies and engineering is slightly different than the total amount of the assessment roll. |
| Fiscal Impact: | The following is a breakdown of the revised proposed project funding. The costs shown below include $5 \%$ for contingencies and $16 \%$ for engineering and administrative costs, for a total revised project cost of $\$ 44,302.31$. The following is a proposed breakdown of the project funding: <br> Per the Finance Department, the interest rate on the assessments for this project is $2.5 \%$. |
| Alternative/ <br> Variations: | No alternative actions recommended. |
| Recommendations: | 2) that the Council adopt RESOLUTION NUMBER XXXX, which provides for the "Resolution for Hearing on Proposed Assessment" for Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project setting the hearing date on the proposed assessments for October 8, 2019. |
| Item 19. | 232 |

RESOLUTION NUMBER $\qquad$ , SECOND SERIES

## RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on September 10, 2019, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project - The project consists of the installation of new storm sewer main and requested private storm sewer services within and adjacent to the alley lying between the west side of South Whitney Street and the east side of South High Street, between the north line of East Marshall Street and the south line of East College Drive.

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. A hearing shall be held on the $8^{\text {th }}$ day of October 8,2019 in the Professional Development Room of the Marshall Middle School located at 401 South Saratoga Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this $10^{\text {th }}$ day of September, 2019.

## Mayor

ATTEST:

## City Clerk

This Instrument Drafted by:
Glenn J. Olson, P.E.
Director of Public Works/City Engineer


COST BREAKDOWN - (WITH CONNECTIONS, PER PROPERTY)
Project Z70-2: South High Street/South Whitney Street (100 \& 200 Block) Alley Improvement Project
CITY OF MARSHALL, MINNESOTA
Per Towne \& Country Bid as of 09/04/2019 \& Informational Meeting on 09/09/2019

| ITEM | TOTAL | SPECIAL ASSESSMENTS | WASTEWATER FUND | MMU | Mn/DOT | SURFACE WATER MANAGEMENT UTILITY | AD VALOREM |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 6" PERF PVC PIPE DRAIN | \$1,441 | \$1,441 |  | \$0 |  |  | \$0 |
| CONNECT TO EXISTING STORM SEWER | \$8,039 | \$8,039 |  |  |  |  | \$0 |
| ALLEY | \$34,823 | \$31,238 | \$0 | \$0 | \$0 | \$0 | \$3,584 |
| TOTALS | \$44,302 | \$40,717 | \$0 | \$0 |  | \$0 | \$3,584 |
| \% PARTICIPATION | 100.0\% | 91.9\% | 0.0\%\| | 0.0\% |  | 0.0\% | 8.1\% |


| CONTRACT AMOUNT | $36,373.00$ |
| :---: | :---: |
| CONTINGENCIES | $1,818.655^{5 \%}$ |
| ENG. \& ADMIN. | $38,191.65$ |
|  | $6,110.66{ }^{16 \%}$ |
|  | $44,302.31$ |




## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :---: | :---: |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Project Z74: Huron Road/Superior Road Reconstruction Project - 1) Consider Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment. |
| Background Information: | The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road. <br> 1) Attached please find a "Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment" for the project. |
| Fiscal Impact: | The following is a breakdown of the proposed project funding. The costs shown below include $5 \%$ for contingencies and $16 \%$ for engineering and administrative costs, for a total project cost of $\$ 963,551.27$. The following is a proposed breakdown of the project funding: <br> Per the Finance Department, the interest rate on the assessments for this project is $2.5 \%$. |
| Alternative/ <br> Variations: | No alternative actions recommended. |
| Recommendations: | 1) that the Council adopt RESOLUTION NUMBER XXXX, which provides for the "Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment" for Project Z74: Huron Road/Superior Road Reconstruction Project. |

$\qquad$ SECOND SERIES

## RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, costs have been determined for the following project:
Project Z74: Huron Road/Superior Road Reconstruction Project - The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.

AND WHEREAS, the price for such improvement is $\$ 791,093$, and the estimated expenses incurred in the making of such improvement amount to $\$ \underline{172,458}$, so that the total estimated cost of the improvement will be $\$ \underline{963,551}$.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately $\$ 243,281$. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately $\$ 92,071$. The portion of the cost of the project to be paid by MMU is hereby declared to be approximately $\$ 198,354$. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately $\$ 47,374$. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately $\$ 382,472$.
2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2020, and shall bear interest at the rate of $2.5 \%$ per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this $10^{\text {th }}$ day of September, 2019.

## ATTEST:

## Mayor

## City Clerk

This Instrument Drafted by:


|  |  |  |  |  |  | $\begin{gathered} 0.00 \\ \text { Toual } \end{gathered}$ | $\begin{gathered} \text { Storm Sewer/S.F. } \\ \text { Unit-S.F. } \end{gathered}$ | Rates. F. | $\begin{gathered} 0.0000 \\ \text { Total } \end{gathered}$ | $\begin{gathered} \text { Sanitary/WYE } \\ \text { Unit-Wye } \end{gathered}$ | Ratense | $\begin{gathered} 548.1000 \\ \text { Total } \end{gathered}$ | $\begin{gathered} \text { Unitary/6" PIPE } \\ \text { Unit-Pipe } \\ \hline \end{gathered}$ | $E_{\text {Ratepipe }}$ | $\begin{gathered} 51.1560 \\ \text { Total } \end{gathered}$ |  | Rateppe | $\begin{gathered} 54.2010 \\ \text { Total } \end{gathered}$ | $\begin{aligned} & \text { Sanitary/Svc } \\ & \text { Unit-Service } \\ & \hline \end{aligned}$ | Rate/Service | 0.0000Total |  |  | $\begin{array}{r} \text { Recommended } \\ \text { STREET Assessment } \\ \text { (Least of A, B, or C) } \end{array}$ | RecommendedTOTALAssessment | $\begin{array}{r} \text { Difference } \\ \text { TOTAL } \\ \text { Assessment } \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Project Z74: Superior Road/Huron Road Reconstruction Project Based on R\&G Bid 04/18/2019 (\$5,700 Residential Max) + Change Order No. 1 RESOLUTION NUMBER $\qquad$ , SS - OCTOBER 8, 2019 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| + 2097 | 127820938 |  |  |  |  | ${ }^{000}$ |  | 20eas | ${ }^{200}$ |  | stateo | $0 \times 0$ |  | 5 54.580 | 980 |  | 51980 | ${ }^{200}$ |  | 2000 | 0e8 | 208 | $0 \times 8$ | ${ }^{208}$ | ${ }^{000}$ | ${ }^{208}$ |
| 22.049 | 27-883007.0 | MCHAEL C MARTIN | 700 HURON RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 15,52.74 | 17.86.29 | 15,592.74 | 22,719.35 | ${ }^{(37,105.72)}$ |
| 32.050 | 27.883008.0 | MCCHAEL C MARTIN | 700 HURON RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 18,12,32 | 13,051.58 | 13,051.58 | 15,298.77 | (25,402.34) |
| 42.051 | 27-883007-1 | CENTURYLINK PROPERTY TAX DEPT | 1605 SUPERIIOR RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 | 1.00 | 548.1000 | 548.10 | 35.00 | 51.1560 | 1,790.46 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 18,12.00 | 13,051.58 | 13,051.58 | 17,194.86 | (25,402.34) |
| 52.043 | 27-626034.0 | Schwans Shared services llc | 1606 HIGHWAY 59 N |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 | 35.00 | 54.2010 | 1,897.04 |  | 0.0000 | 0.00 | 130,104.78 | $51,490.85$ | 51,490.85 | 55,797.19 | (100,216.83) |
| 6204 | 27280908 | \%antrfeossuc |  |  | 200 |  |  | 200es | ${ }^{200}$ |  | seteos | ${ }^{200}$ |  | 51.860 | ${ }^{200}$ |  | 51290 | ${ }^{200}$ |  | 2000 | aeo | ${ }^{200}$ | 0.00 | ${ }^{200}$ | ${ }^{200}$ | ${ }_{0 \times 0}$ |
| 7209 | 22809014 | astran | z2a Emenaw |  | ${ }^{200}$ | ${ }^{\circ 00}$ |  | 2000 | ${ }^{200}$ |  | semeen | ${ }^{20}$ |  | 51.580 | ${ }^{208}$ |  | 5 | 20e |  | 2000 | aes | ${ }^{200}$ | $0 \times 0$ | ${ }^{200}$ | ${ }^{200}$ | ${ }^{080}$ |
| 8 204 | $22.8020 \times 1$ | scortueeker | $4{ }^{404}$ memantan |  | aeo | ${ }^{200}$ |  | 2000 | 200 |  | statao | ${ }^{200}$ |  | 54.1500 | ${ }^{200}$ |  | 5240 | ${ }^{200}$ |  | 2000 | 200 | 200 | $0 \times 0$ | ${ }^{20}$ | ${ }^{200}$ | $0 \times 0$ |
| 92.046 | 27-626020-3 | scott Kuecker | 1602 HIGHWAY 59 N |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 | 35.00 | 54.2010 | 1,897.04 |  | 0.0000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,897.04 | 0.00 |
| ${ }^{10} 20884$ | 228803004 | ретеис | 1507 sureababa |  | 000 | 0.0 |  | 0.000 | 000 |  | statao | 000 |  | 5.14500 | 000 |  | 52900 | 000 |  | 0.000 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.0 |
| \# 202 | 27282920 |  |  |  | $0 \times 0$ | ${ }^{200}$ |  | 0 2000 | 200 |  | statao | $0 \times 0$ |  | S.4.1500 | 200 |  | 520010 | 200 |  | 20000 | ${ }^{200}$ | 200 | 0.00 | 000 | 020 | ${ }^{200}$ |
| 12.063 | 27-383019.0 | SCHWANS FOOD MANUFACTURING | 1602 SUPERIOR RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 | 3.00 | 548.1000 | 1,64.30 | 105.00 | 51.1560 | 5,371.38 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 45,437.44 | 28,726.48 | 28,726.48 | 51,444.12 | (55,990.4) |
| 132.052 | 27-383018.0 | schwans food manuFacturing | 1604 SUPERIIOR RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 | 1.00 | 548.1000 | 548.10 | 35.00 | 51.1560 | 1,790.46 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 222,221.34 | 71,003.17 | 71,003.17 | 78,929.37 | (138, 193.74) |
| +4290 | 22889418 |  | 6it enerfow |  |  | ${ }^{000}$ |  | 200es | ${ }^{200}$ |  | staees | aeo |  | 54.1580 | 008 |  | 54290 | ees |  | 2000 | 0e8 | $0 \times 0$ | $0 \times 0$ | ${ }^{008}$ | ${ }^{000}$ | ${ }^{200}$ |
| 15 |  | Megan M. Descheoper, AlcP - Senior Planner |  |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| mmu |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | ${ }_{12,8805}$ | $12,880.05$ | ${ }_{12,883,05}$ | 199,354.00 | 0.00 |
| wwif |  |  |  |  |  |  |  |  |  |  |  | 0.00 |  |  | 0.00 |  |  | 0.00 |  |  | ${ }_{84,984,12}$ | 7,086.59 | 7,086.59 | 7,086.59 | 92.070.71 | 0.00 |
| civ |  |  |  |  |  | 0.00 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 125,780.74 | 380,178.41 | ${ }^{382471.196}$ | 332.471.96 | ${ }^{382231.41}$ |
| swmu |  |  |  |  |  |  |  |  | ${ }_{45,29820}$ |  |  |  |  |  |  |  |  |  |  |  |  | 2.077 .72 | 2.077.72 | 2,077.72 | 47,73, ${ }^{\text {a }}$ | 0.00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 597,735.71 | 597,73.71 | 597,43571 | 963,551.29 | 0.00 |

## COST BREAKDOWN

Project Z74: Superior Road/Huron Road Reconstruction Project
CITY OF MARSHALL, MINNESOTA
Based on R\&G Bid 04/18/2019 (\$5,700 Residential Max) + Change Order No. 1

| ITEM | TOTAL | SPECIAL ASSESSMENTS | WASTEWATER FUND | MMU | Mn/DOT | SURFACE WATER MANAGEMENT UTILITY | AD VALOREM |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SANITARY SEWER | \$100,471 | \$15,487 | \$84,984 |  |  |  |  |
| WATERMAIN | \$185,471 | \$0 |  | \$185,471 |  |  |  |
| STORM SEWER | \$45,296 | \$0 |  |  |  | \$45,296 |  |
| DRIVEWAY | \$34,817 | \$34,817 |  | \$0 |  |  | \$0 |
| SIDEWALK | \$61 | \$61 |  |  |  |  | \$0 |
| STREET | \$597,436 | \$192,916 | \$7,087 | \$12,883 | \$0 | \$2,078 | \$382,472 |
| TOTALS | \$963,551 | \$243,281 | \$92,071 | \$198,354 | \$0 | \$47,374 | \$382,472 |
| \% PARTICIPATION | 100.0\% | 25.2\% | 9.6\% | 20.6\% | 0.0\% | 4.9\% | 39.7\% |

```
CONTRACT AMOUNT + CO1
    CONTINGENCIES
        791,093.00 39,554.65 5\%
ENG. \& ADMIN 830,647.65 ENG. \& ADMIN. \(\quad \mathbf{1 3 2 , 9 0 3 . 6 2 ~}^{16 \%}\)
```



## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :---: | :---: |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Project Z74: Huron Road/Superior Road Reconstruction Project - 2) Consider Resolution for Hearing on Proposed Assessment (October 8, 2019). |
| Background Information: | The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road. <br> 2) Attached please find the "Resolution for Hearing on Proposed Assessment," setting the hearing date for the proposed assessments on October 8, 2019 for the above-referenced project. |
| Fiscal Impact: | The following is a breakdown of the proposed project funding. The costs shown below include $5 \%$ for contingencies and $16 \%$ for engineering and administrative costs, for a total project cost of $\$ 963,551.27$. The following is a proposed breakdown of the project funding: <br> Per the Finance Department, the interest rate on the assessments for this project is $2.5 \%$. |
| Alternative/ <br> Variations: | No alternative actions recommended. |
| Recommendations: | 2) that the Council adopt RESOLUTION NUMBER XXXX, which provides for the "Resolution for Hearing on Proposed Assessment" for Project Z74: Huron Road/Superior Road Reconstruction Project setting the hearing date on the proposed assessments for October 8, 2019. |

RESOLUTION NUMBER $\qquad$ , SECOND SERIES

## RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on September 10, 2019, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

Project Z74: Huron Road/Superior Road Reconstruction Project - The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. A hearing shall be held on the $8^{\text {th }}$ day of October 8,2019 in the Professional Development Room of the Marshall Middle School located at 401 South Saratoga Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this $10^{\text {th }}$ day of September, 2019.

> Mayor

## ATTEST:

## City Clerk

This Instrument Drafted by:
Item 21.
Olson, P.E.
of Public Works/City Engineer


|  |  |  |  |  |  | $\begin{gathered} 0.00 \\ \text { Toual } \end{gathered}$ | $\begin{gathered} \text { Storm Sewer/S.F. } \\ \text { Unit-S.F. } \end{gathered}$ | Rates. F. | $\begin{gathered} 0.0000 \\ \text { Total } \end{gathered}$ | $\begin{gathered} \text { Sanitary/WYE } \\ \text { Unit-Wye } \end{gathered}$ | Ratense | $\begin{gathered} 548.1000 \\ \text { Total } \end{gathered}$ | $\begin{gathered} \text { Unitary/6" PIPE } \\ \text { Unit-Pipe } \\ \hline \end{gathered}$ | $E_{\text {Ratepipe }}$ | $\begin{gathered} 51.1560 \\ \text { Total } \end{gathered}$ |  | Rateppe | $\begin{gathered} 54.2010 \\ \text { Total } \end{gathered}$ | $\begin{aligned} & \text { Sanitary/Svc } \\ & \text { Unit-Service } \\ & \hline \end{aligned}$ | Rate/Service | 0.0000Total |  |  | $\begin{array}{r} \text { Recommended } \\ \text { STREET Assessment } \\ \text { (Least of A, B, or C) } \end{array}$ | RecommendedTOTALAssessment | $\begin{array}{r} \text { Difference } \\ \text { TOTAL } \\ \text { Assessment } \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Project Z74: Superior Road/Huron Road Reconstruction Project Based on R\&G Bid 04/18/2019 (\$5,700 Residential Max) + Change Order No. 1 RESOLUTION NUMBER $\qquad$ , SS - OCTOBER 8, 2019 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| + 2097 | 127820938 |  |  |  |  | ${ }^{000}$ |  | 20eas | ${ }^{200}$ |  | stateo | $0 \times 0$ |  | 5 54.580 | 980 |  | 51980 | ${ }^{200}$ |  | 2000 | 0e8 | 208 | $0 \times 8$ | ${ }^{208}$ | ${ }^{000}$ | ${ }^{208}$ |
| 22.049 | 27-883007.0 | MCHAEL C MARTIN | 700 HURON RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 15,52.74 | 17.86.29 | 15,592.74 | 22,719.35 | ${ }^{(37,105.72)}$ |
| 32.050 | 27.883008.0 | MCCHAEL C MARTIN | 700 HURON RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 18,12,32 | 13,051.58 | 13,051.58 | 15,298.77 | (25,402.34) |
| 42.051 | 27-883007-1 | CENTURYLINK PROPERTY TAX DEPT | 1605 SUPERIIOR RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 | 1.00 | 548.1000 | 548.10 | 35.00 | 51.1560 | 1,790.46 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 18,12.00 | 13,051.58 | 13,051.58 | 17,194.86 | (25,402.34) |
| 52.043 | 27-626034.0 | Schwans Shared services llc | 1606 HIGHWAY 59 N |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 | 35.00 | 54.2010 | 1,897.04 |  | 0.0000 | 0.00 | 130,104.78 | $51,490.85$ | 51,490.85 | 55,797.19 | (100,216.83) |
| 6204 | 27280908 | \%antrfeossuc |  |  | 200 |  |  | 200es | ${ }^{200}$ |  | seteos | ${ }^{200}$ |  | 51.860 | ${ }^{200}$ |  | 51290 | ${ }^{200}$ |  | 2000 | aeo | ${ }^{200}$ | 0.00 | ${ }^{200}$ | ${ }^{200}$ | ${ }_{0 \times 0}$ |
| 7209 | 22809014 | astran | z2a Emenaw |  | ${ }^{200}$ | ${ }^{\circ 00}$ |  | 2000 | ${ }^{200}$ |  | semeen | ${ }^{20}$ |  | 51.580 | ${ }^{208}$ |  | 5 | 20e |  | 2000 | aes | ${ }^{200}$ | $0 \times 0$ | ${ }^{200}$ | ${ }^{200}$ | ${ }^{080}$ |
| 8 204 | $22.8020 \times 1$ | scortueeker | $4{ }^{404}$ memantan |  | aeo | ${ }^{200}$ |  | 2000 | 200 |  | statao | ${ }^{200}$ |  | 54.1500 | ${ }^{200}$ |  | 5240 | ${ }^{200}$ |  | 2000 | 200 | 200 | $0 \times 0$ | ${ }^{20}$ | ${ }^{200}$ | $0 \times 0$ |
| 92.046 | 27-626020-3 | scott Kuecker | 1602 HIGHWAY 59 N |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 | 35.00 | 54.2010 | 1,897.04 |  | 0.0000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,897.04 | 0.00 |
| ${ }^{10} 20884$ | 228803004 | ретеис | 1507 sureababa |  | 000 | 0.0 |  | 0.000 | 000 |  | statao | 000 |  | 5.14500 | 000 |  | 52900 | 000 |  | 0.000 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.0 |
| \# 202 | 27282920 |  |  |  | $0 \times 0$ | ${ }^{200}$ |  | 0 2000 | 200 |  | statao | $0 \times 0$ |  | S.4.1500 | 200 |  | 520010 | 200 |  | 20000 | ${ }^{200}$ | 200 | 0.00 | 000 | 020 | ${ }^{200}$ |
| 12.063 | 27-383019.0 | SCHWANS FOOD MANUFACTURING | 1602 SUPERIOR RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 | 3.00 | 548.1000 | 1,64.30 | 105.00 | 51.1560 | 5,371.38 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 45,437.44 | 28,726.48 | 28,726.48 | 51,444.12 | (55,990.4) |
| 132.052 | 27-383018.0 | schwans food manuFacturing | 1604 SUPERIIOR RD |  | 0.00 | 0.00 |  | 0.0000 | 0.00 | 1.00 | 548.1000 | 548.10 | 35.00 | 51.1560 | 1,790.46 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 222,221.34 | 71,003.17 | 71,003.17 | 78,929.37 | (138, 193.74) |
| +4290 | 22889418 |  | 6it enerfow |  |  | ${ }^{000}$ |  | 200es | ${ }^{200}$ |  | staees | aeo |  | 54.1580 | 008 |  | 54290 | ees |  | 2000 | 0e8 | $0 \times 0$ | $0 \times 0$ | ${ }^{008}$ | ${ }^{000}$ | ${ }^{200}$ |
| 15 |  | Megan M. Descheoper, AlcP - Senior Planner |  |  | 0.00 | 0.00 |  | 0.0000 | 0.00 |  | 548.1000 | 0.00 |  | 51.1560 | 0.00 |  | 54.2010 | 0.00 |  | 0.0000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| mmu |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | ${ }_{12,8805}$ | $12,880.05$ | ${ }_{12,883,05}$ | 199,354.00 | 0.00 |
| wwif |  |  |  |  |  |  |  |  |  |  |  | 0.00 |  |  | 0.00 |  |  | 0.00 |  |  | ${ }_{84,984,12}$ | 7,086.59 | 7,086.59 | 7,086.59 | 92.070.71 | 0.00 |
| civ |  |  |  |  |  | 0.00 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 125,780.74 | 380,178.41 | ${ }^{382471.196}$ | 332.471.96 | ${ }^{382231.41}$ |
| swmu |  |  |  |  |  |  |  |  | ${ }_{45,29820}$ |  |  |  |  |  |  |  |  |  |  |  |  | 2.077 .72 | 2.077.72 | 2,077.72 | 47,73, ${ }^{\text {a }}$ | 0.00 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 597,735.71 | 597,73.71 | 597,43571 | 963,551.29 | 0.00 |

## COST BREAKDOWN

Project Z74: Superior Road/Huron Road Reconstruction Project
CITY OF MARSHALL, MINNESOTA
Based on R\&G Bid 04/18/2019 (\$5,700 Residential Max) + Change Order No. 1

| ITEM | TOTAL | SPECIAL ASSESSMENTS | WASTEWATER FUND | MMU | Mn/DOT | SURFACE WATER MANAGEMENT UTILITY | AD VALOREM |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SANITARY SEWER | \$100,471 | \$15,487 | \$84,984 |  |  |  |  |
| WATERMAIN | \$185,471 | \$0 |  | \$185,471 |  |  |  |
| STORM SEWER | \$45,296 | \$0 |  |  |  | \$45,296 |  |
| DRIVEWAY | \$34,817 | \$34,817 |  | \$0 |  |  | \$0 |
| SIDEWALK | \$61 | \$61 |  |  |  |  | \$0 |
| STREET | \$597,436 | \$192,916 | \$7,087 | \$12,883 | \$0 | \$2,078 | \$382,472 |
| TOTALS | \$963,551 | \$243,281 | \$92,071 | \$198,354 | \$0 | \$47,374 | \$382,472 |
| \% PARTICIPATION | 100.0\% | 25.2\% | 9.6\% | 20.6\% | 0.0\% | 4.9\% | 39.7\% |

```
CONTRACT AMOUNT + CO1
    CONTINGENCIES
        791,093.00 \(39,554.65\)
ENG. \& ADMIN. 830,647.65 132,903.62 \(16 \%\) 963,551.27
```


## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, September 10, 2019 |
| :---: | :---: |
| Category: | NEW BUSINESS |
| Type: | INFO/ACTION |
| Subject: | Authorization for Bike Trail Repairs Between Highway 59 North and 7 ${ }^{\text {th }}$ Street |
| Background Information: | This section of bike path is subject to frequent flooding and sediment accumulation due to high water flows through the diversion channel. Prior to this spring's flooding this section of trail was in need of an asphalt overlay and staff believes that because of frequent flooding issues that a portion of this trail should be concrete instead of asphalt. Quotes were received from 2 concrete contractors and 2 asphalt contractors. The low quote for concrete is from Hisken Construction Inc. in the amount of $\$ 14,985.00$. The low quote for asphalt is from Duininck Inc. in the amount of $\$ 150$ per ton of asphalt mix plus $\$ 800$ mobilization charge. Staff is estimated 110 ton of mix will be need to overlay the portion of the trail that isn't concrete. <br> The estimated total cost of concrete and asphalt is $\$ 32,285$. City staff will complete the removal of existing asphalt and placing base material if needed. <br> Some of these repairs may be subject to reimbursement from Spring Flooding damage declaration. <br> $\$ 100,000$ is included in this year's Park's Budget for Bike Trail Improvements. |
| Fiscal Impact: | \$32,285 to be paid from fund 101-70276-2227 (General Fund-Parks-Imp Other) |
| Alternative/ <br> Variations: | N/A |
| Recommendations: | Authorize improvements to Bike Trail between Highway 59 North and 7 ${ }^{\text {th }}$ Street |

August 12, 2019
Revised 8/5/2019
I/We Hisken Construction Inc. propose the following quotation to Park and Rec.

## Bike path

## Sidewalk

4106 square feet Sidewalk

16403 square feet

Note: Includes labor and material to pour 4 " concrete sidewalk. No removals or gravel base or soil correction included.

Official Address:
213 Athens Avenue
Marshall, MN 56258

All Sidewalk
\$57,410

## Price

\$14,985
Painted area


113 S 10th St
Marshall, MN 56258
Phone: (507) 532-2832
Fax: (507) 532-2832

| Fax: (507) 532-2832 |  |  |
| :--- | :--- | :--- |
| Proposal Submitted to: City of Marshall | Phone: | Date:8-12-19 |
| Street: | Job Name: sidewalk in flood plane |  |
| City, State, \& Zip | Job Location: Marshall Mn |  |

We Propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of:
the as secified work to be completed in a workmanlike All material is guaranteed to be as specis. Any alteration or deviation from specifications manner according to standard practices. Any alt upon written orders, and will become an below involving extra costs will be executed only upon writen ontingent upon strikes, acciextra charge over and above the estimate. All agrery fire, tornado, and other necessary dents or delays beyond our control. Owner to carry fire, tompensation Insurance. insurance. Our workers are fully covered by

We hereby submit specification and estimates for:

Authorized Signature:
Adam Hess
Note: This proposal may be withdrawn by us if not accepted within ? days.
Adam Hess
Note: This proposal may be withdrawn by us if not accepted within ? days.

4100 SF of 4 " sidewalk
Total
19024.00

Includes city sidewalk mix
Mn Dot cure
Sawcut joints

Does not include Removel of asphalt
Gravel or placement
Backfilling
Black dirt or seeding



# Proposal <br> And <br> Acceptance 

DATE: 8/22/2019

Phone
507-401-6841
Preston

## PROPASAL SUBMITTED TO:

We would come in and clean and prep the asphalt on the walk path we would tack the asphalt and lay 1 and half inch of asphalt on the walk way.
1.5 inch overlay would cost about $\$ 165$. ton

Thank you

Acceptance of Proposal

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Consider a Resolution Designating Uniform Election Dates, Polling Locations and <br> Authorizing appointment of Election Judges. |
| Background <br> Information: | Attached is the Resolution Designating Uniform Election Dates, Polling Locations and <br> Authorizing appointment of Election Judges. <br> By December 31 of each year, the governing body of each municipality and of each <br> county with precincts in unorganized territory must designate by ordinance or <br> resolution a polling place for each election precinct. The polling places designated in <br> the ordinance or resolution are the polling places for the following calendar year. <br> Additionally, in 2020 we will be relocating the Ward 1 polling location from the RA <br> Facility at Southwest Minnesota State University to The Red Baron Arena and Expo. |
| Fiscal Impact: | None recommended <br> Alternative/ <br> Variations: <br> Recommendations: <br> the adoption of Resolution Number XXXX, Second Series Designating Uniform <br> Election Dates, Polling Locations and Authorizing appointment of Election Judges. |

RESOLUTION NUMBER $\qquad$ SECOND SERIES

## Designating Uniform Election Dates, Polling Locations and Authorizing appointment of Election Judges.

WHEREAS, the City of Marshall designates the following dates as Uniform Election Dates for 2020; February 11, April 14, May 12, August 11 and November 3

WHEREAS, the City of Marshall does have three scheduled elections for 2020 but may call for a special election conforming to the City Charter and the uniform elections dates for 2020.

WHEREAS, Minnesota Statue 204B. 16 calls for the designation of a polling place by the governing body of each municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that the designated polling places within the City of Marshall shall be as follows:

Ward $1 \quad$ Red Baron Arena and Expo at 1651 Victory Dr.
Ward $2 \quad$ Marshall Middle School located at 401 South Saratoga Street.

Ward 3 Marshall Area YMCA located at 200 South "A" Street.

BE IT FURTHER RESOLVED, that the judges for this Presidential Nomination Primary, Primary Election and General Election be appointed as per M.S. 204.B.22;

BE IT FURTHER RESOLVED, that the rate of pay of judges of election be set at $\$ 11.00$ per hour for Regular Election Judges and $\$ 12.00$ for Head Election Judges, which is greater than the applicable Federal minimum hourly wage;

BE IT FURTHER RESOLVED, that the City Clerk be and hereby is directed and authorized to appoint the necessary election judges, M.S. 204.B.21, Subd. 2, and purchase the necessary supplies as needed for this election.

Passed and adopted by the Common Council of the City of Marshall at its regular meeting held on the date of September 10, 2019.

THE COMMON COUNCIL

Mayor of the City of Marshall

## ATTEST:

## City Clerk

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :---: | :---: |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Consider Amendments to Ordinance Section 54-3 - Special Assessment Deferral |
| Background Information: | Currently ordinance section 54-3 Special Assessment Deferral does not include active deployed military as eligible for a special assessment deferral. <br> Per Minnesota State Statute 435.193 Hardship Assessment Deferral for Seniors, Disabled, or Military Persons <br> (a) Notwithstanding the provisions of any law to the contrary, any county, statutory or home rule charter city, or town, making a special assessment may, at its discretion, defer the payment of that assessment for any homestead property: <br> (2) "owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in section 190.05, subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make the payments. <br> This amendment would bring our current ordinance into state statute compliance for an eligible person to qualify for an assessment deferral. <br> The second amendment of the ordinance is changing net income to household income to better clarify the income requirement. This change was at the recommendation of the Legislative \& Ordinance Committee. <br> At the July 22 Legislative \& Ordinance Meeting the committee approved the amendments to Ordinance Section 54-3 for final approve by the City Council. |
| Fiscal Impact: |  |
| Alternative/ <br> Variations: |  |
| Recommendations: | Approve Amendments to Ordinance Section 54-3 - Special Assessment Deferral |

$\qquad$ SECOND SERIES

## Special Assessments

The City Council of Marshall, MN ordains:
SECTION 1: Chapter 54 Sec .3 of the Marshall City Code is here by amended, which shall read as follows
(a) Special assessment deferral. Pursuant to Minn. Stat. §§ 435.193 through 435.195 , senior citizens, retired disabled homeowners and a person who is a member of the Minnesota National Guard or other military reserve who is ordered into active military service may defer special assessments levied against homestead property owned by the applicant if they meet the criteria of this section.
(b) Eligibility.
(1) Any person 65 years of age or older or totally and permanently disable, as determined by the Social Security Administration. A person who is a member of the Minnesota National Guard or other military reserve who is ordered into active military service, as defined in section 190.05, subdivision 5 b or 5 c , as stated in the person's military orders, for whom it would be a hardship to make the payments.
(2) Ownership. The applicant must be a fee simple owner of the property or must be a contract vendee for fee simple ownership. If the ownership interest is split between multiple parties, all parties must be applicants. The applicants must provide either a recorded deed or contract for deed with the application to establish a qualified ownership interest as required in this section.
(3) Homestead. The property must be the applicant's principal place of domicile and classified on the city's and county's real estate tax rolls as the applicant's homestead.
(4) Income. The total of the applicant's household income and the household income of all other joint tenants, tenants in common or contract vendees entitled to the property may not exceed 80 percent of the latest median family income as determined by the department of housing and urban development.
(5) Total net assets. The total net assets of the applicant may not exceed $\$ 150,000.00$ and such total net assets shall include the homestead. The homestead value shall be determined by using the city assessor's value as determined for taxing purposes for the year preceding the year in which the application is made.
(c) Interest on deferred assessment. All deferred special assessments shall be subject to and charged simple interest at the prevailing interest rate applicable at the time the assessment was originally levied. Such interest shall be payable upon termination of the deferral status.
(d) Termination of deferral status. The special assessment payments deferred pursuant to the eligibility requirements set forth by this section, together with any interest upon such deferred assessment, shall become immediately payable effective upon the occurrence of any of the following events:
(1) Sale of property. The subject property is sold, transferred, subdivided, or in any way conveyed to another by the fee owner qualified for deferral status.
(2) Death of owner. The death of the fee owner qualified for deferral status unless a surviving joint tenant, tenant in common, or contract vendee is eligible for the deferral benefit provided under this section.
(3) Non-homestead property. The subject property loses its homestead status for any reason.
(4) No hardship. The city council determines that there would be no hardship to require an immediate or partial payment of the deferred special assessment.
(e) Filing for deferral status/fee. All eligible applicants must file an application on a form provided by the finance director. All applicants must attach to their application their last federal and state income tax returns which they had to file according to the law. The individual application must be filed on or before September 15th of the year preceding the year for which deferral status is requested in order to implement the deferral status for such year. All deferral applications must be made on forms approved by the city and submitted to the finance director. The applicant shall be charged a fee as determined by a resolution of the city council.

This Ordinance shall take place upon its passage and publication according to law.
The ordinance shall become effective $\qquad$ .

Passed by the Common Council of the City of Marshall, Minnesota this $\qquad$ day of Month, Year.


Attested:

City Clerk

## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Tuesday, August 27, 2019 |
| :---: | :---: |
| Category: | CONSENT AGENDA |
| Type: | INFO |
| Subject: | Consider approval of Ordinance Number $\qquad$ , Second Series, an ordinance establishing fees for emergency protection fire services. |
| Background Information: | Staff have created a draft ordinance regarding establishing fees for emergency protection fire service. This draft has been slightly modified from a League of Minnesota Cities model ordinance. Other similar variations of this ordinance have been adopted by several (various in size) other cities in Minnesota. This ordinance will allow for the collection of any unpaid fire service charges to be assessed to a property owners taxes at the end of each year. <br> At the July 22 Legislative \& Ordinance Meeting the committee approved the draft ordinance for final approve by the City Council. |
| Fiscal Impact: |  |
| Alternative/ Variations: | None recommended |
| Recommendations: | To adopt Ordinance Number $\qquad$ , Second Series, an ordinance establishing fees for emergency protection fire services. |

ORDINANCE NO. $\qquad$ SECOND SERIES AN ORDINANCE ESTABLISHING FEES FOR EMERGENCY PROTECTION FIRE SERVICES

## The City Council of Marshall, Minnesota ordains:

SECTION 1: Chapter 34 of the Marshall City Code is hereby amended to create Article II, which shall read as follows:

Article II. Fees for Emergency Protection Fire Services
Sec. 34-3. PURPOSES AND INTENT This ordinance is adopted for the purpose of authorizing the City of Marshall to charge for fire service as authorized by Minn. Stat. §§ 366.011, 366.012, and 415.01.

## Sec 34-4. DEFINITIONS

(a) "Fire service" means any deployment of firefighting personnel and/or equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life, or property in an area threatened by fire. It also includes the deployment of firefighting personnel and/or equipment to provide fire suppression, rescue, extrication, and any other services related to fire and rescue as may occasionally occur.
(b) "Fire service charge" means the charge imposed by the City for receiving fire service.
(c) "Motor vehicle" means any self-propelled vehicle designed and originally manufactured to operate primarily upon public roads and highways.
(d) "Fire protection contract" means a contract between the City and a township, town or other city for the City to provide fire service.
(e) "Mutual aid agreement" means an agreement between the City and a township, town, county firefighter association, regional firefighter association or other city for the City's fire department to provide assistance to the fire department of a township, town or other city.

## Sec 34-5. PARTIES AFFECTED

(a) Owners of property within the City who receive fire service.
(b) Anyone who receives fire service as a result of a motor vehicle accident or fire.
(c) Owners of property in townships, towns or cities to which the City provides fire service pursuant to a fire protection contract.

## Sec 34-5. RATES AND FEES

(a) Rates and Fees shall be reviewed annually and set forth in the fee schedule.

## Sec 34-6. BILLING AND COLLECTION

(a) Parties requesting and receiving fire services may be billed directly by the City. Additionally, if the party receiving fire services did not request services but a fire or other situation exists which, at the discretion of the fire department personnel in charge requires fire service, the party will be charged and billed. All parties will be billed whether or not the fire service is covered by insurance. Any billable amount of the fire charge not covered by a party's insurance remains a debt of the party receiving the fire service.
(b) Parties billed for fire service will have 30 days to pay. If the fire service charge is not paid by that time, it will be considered delinquent and the City will send a notice of delinquency.
(c) If the fire service charge remains unpaid for 30 days after this notice of delinquency is sent, the City will use all practical and reasonable legal means to collect the fire service charge. The party receiving fire service shall be liable for all collection costs incurred by the City including, but not limited to, reasonable attorney fees and court costs.
(d) If the fire service charge remains unpaid for 30 days after the notice of delinquency is sent, the City Council may also, on or before October 15 of each year, certify the unpaid fire service charge to the county auditor in which the recipient of the services owns real property for collection with property taxes. The county auditor is responsible for remitting to the city all charges collected on behalf of the city. The City must give the property owner notice of its intent to certify the unpaid fire service charge by September 15.
(e) False alarms will be billed as a fire call.

## Sec 34-7. MUTUAL AID AGREEMENT

When the City fire department provides fire service to another fire department pursuant to a Mutual Aid Agreement, the billing will be determined by the Southwest/ West Central Fire Department Association Mutual Aid Agreement.

## Sec 34-8. APPLICATION OF COLLECTIONS TO BUDGET

All collected fire charges will be city funds and used to offset the expenses of the City fire department in providing fire services.

SECTION 2. This Ordinance shall take place upon its passage and publication according to law.

The ordinance shall become effective January 1, 2020.
Passed by the Common Council of the City of Marshall, Minnesota this $\qquad$ day of Month, Year.

Attested:

City Clerk

# MEMBERS OF BOTH <br> SOUTHWEST FIRE DEPARTMENT ASSOCIATION \& WEST CENTRAL FIRE DEPARTMENT ASSOCIATION MUTUAL AID AGREEMENT 


#### Abstract

Whereas, the said Municipalities desire to make available to each other their respective fire-fighting equipment and personnel in the case of emergencies, and each of said Municipalities has legal authority to send its fire-fighting equipment and personnel into other communities.


## Now therefore it is mutually agreed as follows:

1. On this $\qquad$ day of $\qquad$ 20 $\qquad$ ,
it is agreed that the $\qquad$ Fire Department shall provide Mutual Aid to any of the Fire Departments listed as members of the Southwest Fire Department Association (SWFDA) \& West Central Fire Department Association (WCFDA) and who have executed this Agreement. This Agreement shall be in effect when executed by the appropriate persons for the Municipalities. A list of all members of the SWFDA \& WCFDA signing this Agreement shall be furnished to each member of each Association. A list of current association members is attached (Attachment 1) to this Agreement as "Southwest Fire Department Assn Region 13 \& West Central Fire Department Assn Region 9 Members".
2. Any Municipality wishing to withdraw as a party to the Members of SWFDA \& WCFDA Mutual Aid Agreement, may do so by notifying every other party in writing at least 30 days prior to its withdrawal as a party to the Members of Both SWFDA \& WCFDA Mutual Aid Agreement.
3. It is further agreed that Municipalities that are not members of both SWFDA \& WCFDA, but are adjacent to the Association members may become a part to this Agreement providing they agree to all terms of the Mutual Aid Agreement. In the event these Municipalities wish to withdraw from the Agreement they must notify parties to this Agreement in writing of their intent to withdrawal at least 30 days prior to termination of the Agreement.

## Purpose:

This agreement is made pursuant of the Minnesota Statutes, Section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel, and other resources available to each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement.

## Definitions:

1. "Party" means a local government or a non-profit organization that contracts with local governments.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a Party that requests assistance from other Parties, normally the fire department of the jurisdiction in which an incident requiring assistance occurs.
4. "Responding Official" means the person designated by the Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.
5. "Responding Party" means a Party that provides assistance to a Requesting Party.

## Procedure:

1. Request for Assistance. Whenever, in the opinion of the Requesting Official, there is a need for assistance from other Parties, the Requesting Official may call upon the Requesting Official of any other Party to furnish assistance.
2. Response to Request. Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct its personnel to provide assistance to the Requesting Party. Whether the Responding party provides assistance and, if so, to what extent shall be determined by the Responding Official.
3. Recall of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgement or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. Command of Scene. The Requesting Party shall be in command of the emergency scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance. In the event an emergency occurs in or crosses the boundaries of more than one jurisdiction, a joint command of the affected jurisdictions should be established.

## Charges to the Requesting Party:

1. The Requesting Party agrees to compensate the Responding Party as specified in this Agreement. Charges to the Requesting Party from the Responding Party shall be the actual expenses and at the rates (except rate for Additional Firefighters) based on most current MN DNR document "Suggested Equipment Standards and Hourly Rates for Fire Departments that have an agreement with the Division of Forestry MN/DNR", current copy (Attachment 2) to this contract and located at the following link: http://files.dnr.state.mn.us/assistance/grants/ruralfire/FireDeptCoopAgrRateTable.pdf for:
a. Labor Force (To be based on Attachment 3)
b. Equipment (except Aerial Apparatus, See Attachment 4)
c. Transportation
d. Meals, Lodging, and Other Related Expenses
2. Invoice to the Requesting Party. Within 90 days after the completion of the assistance, the Responding Party shall submit an invoice for all charges, including labor and equipment related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement. The Requesting Party shall pay the claims within 30 days of receipt. Failure of the Responding Party to submit the claim within 90 days shall be reason for the Requesting Party to deny the claim.
3. A Responding Party shall not charge for assistance provided to the Requesting Party of this Agreement for the first 5 hours of such assistance. If an Aerial Apparatus is requested, then a charge for the initial $1^{\text {st }}$ hour and additional hours will be based on Attachment 4. However, a Requesting Party shall reimburse the cost of all extinguishing materials consumed by each Responding Party. After 5 hours, the Requesting Party shall be responsible to pay for the actual and necessary expenses of each Responding Party from the beginning of the incident at which the Responding Party provided Assistance to when they are back in service at their Municipality.

## Discretionary Assistance:

Providing assistance is entirely at the discretion of the Responding Party. The agreement to provide assistance is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

## Workers Compensation:

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

## Damage to Equipment:

Each Party shall be responsible for damage to its own equipment. Each party waives the right to sue any other Party for any damage to its equipment, even if the damage was caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

## Liability:

1. The Requesting party agrees to indemnify and defend against any claims brought or actions files against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the Party of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.
2. Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party.
3. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
4. No Party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.
5. Failure to provide assistance will not result in liability of a Party.

## Amendments:

Amendments to this Agreement may be proposed at any regular meeting of the Association, provided that every Member department is notified in writing of the proposed change at least 30 days prior to the regular meeting date. Proposed amendments to this Agreement that are approved by a $2 / 3$ rds vote of the members voting will be forwarded to each Party for approval. This Agreement will only be amended after each Party's governing body approves the revised Agreement.

## Non-Members:

Non-members of either SWFDA \& WCFDA must approve any revised Agreement to remain parties of the Agreement. If any amendment to this Agreement is not acceptable to a Non-member, it shall withdraw from this Agreement and give 30-days written notice of its intent to withdrawal to all Parties of this Agreement.

## Counterparts:

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

CITY OF: $\qquad$

By: $\qquad$ (City Manager/Administrator/Clerk)

By: $\qquad$ (Mayor)

## ATTACHMENTS:

1. Southwest Fire Department Assn Region 13 \& West Central Fire Department Assn Region 9 Members
2. Suggested Equipment Standards and Hourly Rates for Fire Departments that have an agreement with the Division of Forestry MN/DNR (Most current published)
3. Additional Firefighter Hourly Rates
4. Aerial Apparatus Rates

SOUTHWEST FIRE DEPARTMENT ASSN
REGION 13 MEMBERS

| FIRE DEPARTMENT |  | FIRE DEPARTMENT |  | FIRE DEPARTMENT |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| $1-$ | Adrian | $20-$ | Jackson | $39-$ | Rushmore |
| $2-$ | Balaton | $21-$ | Kenneth | $40-$ | Ruthton |
| $3-$ | Beaver Creek | $22-$ | Jasper | $41-$ | Sanborn |
| $4-$ | Bigelow | $23-$ | Jeffers | $42-$ | Seaforth |
| $5-$ | Brewster | $24-$ | Lake Benton | $43-$ | Slayton |
| $6-$ | Chandler | $25-$ | Lake Wilson | $44-$ | Storden |
| $7-$ | Clements | $26-$ | Lakefield | $45-$ | Tracy |
| $8-$ | Comfrey | $27-$ | Lamberton | $46-$ | Tyler |
| $9-$ | Currie | $28-$ | Lismore | $47-$ | Vesta |
| $10-$ | Dovray | $29-$ | Luverne | $48-$ | Wabasso |
| $11-$ | Edgerton | $30-$ | Lucan | $49--$ | Walnut Grove |
| $12-$ | Ellsworth | $31-$ | Magnolia | $50--$ | Wanda |
| $13-$ | Fulda | $32-$ | Milroy | $51--$ | Westbrook |
| $14-$ | Garvin | $33-$ | Morgan | $52-$ | Wilmont |
| $15-$ | Heron Lake | $34-$ | Mountain Lake | $53-$ | Windom |
| $16-$ | Hardwick | $35-$ | Okabena | $54-$ | Woodstock |
| $17-$ | Hills | $36-$ | Pipestone | $55-$ | Worthington |
| $18-$ | Holland | $37-$ | Redwood Falls |  |  |
| $19-$ | Iona | $38-$ | Round Lake |  |  |

## WEST CENTRAL FIRE DEPARTMENT ASSN <br> REGION 9 MEMBERS

| FIRE DEPARTMENT | FIRE DEPARTMENT | FIRE DEPARTMENT |
| :--- | :--- | :--- |
| 1 - Appleton | $15-$ Graceville | $29-$ Nassau |
| $2-$ Arco | $16-$ Granite Falls | $30-$ Odessa |
| $3-$ Bellingham | $17-$ Hanley Falls | $31-$ Olivia |
| $4-$ Belview | $18-$ Hendricks | $32-$ Ortonville |
| $5-$ Boyd | $19-$ Ivanhoe | $33-$ Porter |
| $6-$ Canby | $20-$ Lucan | $34-$ Renville |
| $7-$ Clara City | $21-$ Lynd | $35-$ Russell |
| $8-$ Clarkfield | $22-$ Madison | $36-$ Sacred Heart |
| $9-$ Clinton | $23-$ Marietta | $37-$ St. Leo |
| $10-$ Cottonwood | $24-$ Marshall | $38-$ Taunton |
| $11-$ Danube | $25-$ Maynard | $39-$ Vesta |
| $12-$ Dawson | $26-$ Milan | $40-$ Watson |
| $13-$ Echo | $27-$ Minneota | $41-$ Wood Lake |
| $14-$ Ghent | $28-$ Montevideo |  |

NON-MEMBERS
FIRE DEPARTMENT

## Suggested Equipment Standards and Hourly Rates for Fire Departments <br> That have an agreement with the Division of Forestry MN/DNR

After the first two hour rate has expired, needed equipment will be placed on an hourly rate. Equipment standard and rates include personnel; fuel will be furnished by the Fire Department.
The rate will be reduced by 10\% for Engines and Water Tenders older than 25 years.
Engines

|  | Structure Engines |  | Wildland Engines |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| COMPONENTS | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Pump Rating |  |  |  |  |  |  |  |
| Min. Flow (GPM) | 1000 | 500 | 150 | 50 | 50 | 50 | 10 |
| At rated pressure (PSI) | 150 | 150 | 250 | 100 | 100 | 100 | 100 |
| Tank Capacity (Gallon) | 300 | 300 | 500 | 750 | 400 | 150 | 50 |
| Hose $21 / 2{ }^{\text {" }}$ (Feet) | 1200 | 1000 |  |  |  |  |  |
| Hose $11 / 2 \%$ (Feet) | 500 | 500 | 1000 | 300 | 300 | 300 |  |
| Hose 1" (Feet) |  |  | 500 | 300 | 300 | 300 | 200 |
| Personnel | 4 | 3 | 3 | 2 | 2 | 2 | 2 |
| Equipment Rate /Hour | \$275 | \$200 | \$185 | \$165 | \$140 | \$125 | \$85 |

*Engines equipped with Compressed Air Foam Systems will be paid an additional $\$ 20$ an hour if CAFS is used on the incident.

## Water Tenders

|  | Water Tender Types |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: |
| Requirements | Support |  |  | Tactical |  |
| COMPONENTS | S1 | S2 | S3 | T1 | T2 |
| Tank Capacity (Gallons) | $\mathbf{4 0 0 0}$ | $\mathbf{2 5 0 0}$ | $\mathbf{1 0 0 0}$ | $\mathbf{2 0 0 0}$ | $\mathbf{1 0 0 0}$ |
| Pump Minimum Flow (GPM)* | $\mathbf{3 0 0}$ | $\mathbf{2 0 0}$ | $\mathbf{2 0 0}$ | $\mathbf{2 5 0}$ | $\mathbf{2 5 0}$ |
| $@$ Rated Pressure (PSI) | $\mathbf{5 0}$ | $\mathbf{5 0}$ | $\mathbf{5 0}$ | $\mathbf{1 5 0}$ | $\mathbf{1 5 0}$ |
| Max Refill times (Min.) | $\mathbf{3 0}$ | $\mathbf{2 0}$ | $\mathbf{1 5}$ | - | - |
| Pump \& Roll | - | - | - | yes | yes |
| Personnel | $\mathbf{1}$ | $\mathbf{1}$ | $\mathbf{1}$ | $\mathbf{2}$ | $\mathbf{2}$ |
| Equipment Rate /Hour | $\mathbf{\$ 2 0 0}$ | $\mathbf{\$ 1 6 0}$ | $\mathbf{\$ 1 4 0}$ | $\mathbf{\$ 2 3 0}$ | $\mathbf{\$ 1 9 0}$ |

*Portable Pump Acceptable with tenders

* Water tenders come with folding tanks

Additional Firefighters use a rate of $\mathbf{\$ 1 5 . 0 0 / h r}$

All firefighting personnel are required to wear and utilize the following Personal Protective Equipment: Nomex shirt and pants, hard hat, leather gloves, 8 inch boots with a lugged sole and an approved fire shelter. All personnel will be required to meet NWCG training requirements for a wildland firefighter, and attend an annual wildland refresher. Fire Chiefs will ensure Departments meet training requirements and are responsible for the upkeep of Department personnel training records. Physical fitness levels are established by each agency. Departments will meet their own physical fitness standards.

When responding to Federal Lands Engines and Water tenders will need to meet the NWCG component standards and are recommended to meet NWCG stocking standards (appendix M). Appendix M is located at http://www.nifc.gov/PUBLICATIONS/redbook/2013/AppendixM.pdf.

## Other Resources

- Non-Vehicle Items used for support missions will be based on a daily rate


Rates for non-vehicle equipment (such as boats, ATV's and folding tanks, etc.) will be based on a daily rate. Boats capable of tactical missions (pump and roll capabilities) are an exception and will be based on an hourly rate.
Tracked vehicles should use a rate for capacities based on Engine type.

ATTACHMENT 3 - ADDITIONAL FIREFIGHTER HOURLY RATES

| HOURLY RATE <br> AMOUNT | DATE APPROVED BY <br> ASSOCIATION | EFFECTIVE DATE |
| :---: | :---: | :---: |
| $\$ 17.50$ | $05 / 15 / 2017$ | $05 / 15 / 2017$ |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Item 25.

ATTACHMENT 4 - REQUEST FOR AERIAL APPARATUS RATES

| INITIAL 1 ${ }^{\text {ST }}$ HOUR <br> AMOUNT | ADDITIONAL HOURLY <br> RATE AMOUNT | EFFECTIVE DATE |
| :---: | :---: | :---: |
| $\$ 750$ | $\$ 250$ | $05 / 15 / 2017$ |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Item 25.

CONNECTING \& INNOVATING
SINCE 1913

April 24, 2017

Attention: Southwest Fire Department Association and
West Central Fire Department Association Members
To Whom It May Concern:
I have reviewed the Southwest Fire Department Association and West Central Fire Department Association Mutual Aid Agreement.

While approval of the Agreement is subject to review by the governing body of each Party, the League of Minnesota Cities has no objections to the Agreement. The Agreement complies in all material respects with League recommendations regarding liability, workers' compensation, damage to property and reimbursement.

If you have any questions or need additional information, please feel free to contact me.
Sincerely,


Chris Smith
Risk Management Attorney

# TO: $\quad$ Mayor and City Councilmembers 

FROM: Sharon Hanson, City Administrator
DATE: $\quad$ September 6, 2019

## SUBJECT: Ordinance

In light of the September 10, 2019 agenda item: an ordinance establishing fees for emergency protection fire services, I wanted to make you aware of action on a 2019 fire call fee invoice.

In November 2018 SW Tour and Travel bus garage was a near complete loss. The Marshall Fire Department and surrounding fire departments provided service that equaled approximately $\$ 29,000$ in costs billable to SW Tour and Travel. This invoice was sent to SW Tour and Travel's insurance provider. The insurance coverage provided funds in the covered amount of $\$ 5,000$ which was then submitted to the City of Marshall as payment for this event.

Although the fire service rate established by the fee schedule is $\$ 750.00$ per fire within the city limits; because the fire response lasted longer than 5 hours, actual time and materials were assessed in accordance with the Southwest/West-Central Fire Department mutual aid agreement. So instead of $\$ 750.00$ charge, the invoice was actual costs of approximately $\$ 29,000$.

After discussion with Director of Public Safety and Fire Chief, the following was considered:

- If the fire was less than 5 hours, the fee would have been $\$ 750.00$
- There is currently no mechanism in place to collect fire service call payments
- The proposed ordinance on place unpaid fire service calls as an assessment is recommended for adoption 1/1/2020, was considered after the November 2018 SW Tour and Travel fire and was based on the fee schedule of $\$ 750.00$ per fire call
- The Fire Chief has discretion on what fire calls will be billed and which fire calls will not be billed when under 5 hours
- The fire was catastrophic and nearly a complete loss
- The Fire Department's mission is to serve the community, consideration of accepting insurance payment as payment in full furthers the mission and the service to community

Therefore, as a result of the above considerations, I directed Finance staff to accept insurance payment of $\$ 5,000$ as payment in full for the November 2018 SW Tour and Travel fire.

Please let me know if you have questions or would like to formalize any action taken on this matter. The threshold of approval was derived from the current purchasing policy.

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, August 27, 2019 |
| :--- | :--- |
| Category: | CONSENT AGENDA |
| Type: | INFO |
| Subject: | Consider Approval of Ordinance Number___, Second Series, an Ordinance allowing alcoholic <br> beverages at city-owned facilities and parks. |
| Background <br> Information: | Staff have created a draft ordinance regarding an Ordinance allowing Alcoholic beverages at <br> City-owned facilities and parks. This ordinance was prompted by the growth and use at the Red <br> Baron Arena and Expo but will be applied throughout the City. <br> At the July 22 Legislative \& Ordinance Meeting the committee approved the draft ordinance for <br> final approve by the City Council. |
| Fiscal Impact: | None recommended. <br> Alternative/ <br> Variations: <br> Recommendations:To adopt Ordinance Number__, Second Series, an Ordinance allowing alcoholic beverages at <br> city-owned facilities and parks. |

$\qquad$ , SECOND SERIES
An Ordinance allowing Alcoholic beverages at City-owned facilities and parks.

## The City Council of Marshall, Minnesota ordains:

SECTION 1: Chapter 6 of the Marshall City Code is hereby amended to create Article VI, which shall read as follows:

## ARTICLE VI - ALCOHOLIC BEVERAGES AT CITY-OWNED FACILITIES AND PARKS.

## Section 6-219.

Subdivision 1. Definitions. The following definitions shall apply to this section:
A. "Private event" shall mean an event at which all attendees are specifically invited and no general or public invitation has been issued, and at which all alcoholic beverages are provided by the sponsoring individual or organization or by the attendee consuming the alcoholic beverage, and at which neither the sponsor nor any other person or entity imposes any direct or indirect charge (including admission charge) or accepts any payment for alcoholic beverages consumed by guests.
B. "Public event" shall mean an event for which a general or public invitation has been issued, or at which any direct or indirect charge (including admission charge) is made or payment is accepted for alcoholic beverages.

Subd. 2. Alcoholic beverages at City-owned facilities and parks for private events.
No permit shall be required under this section to dispense alcoholic beverages at a private event. Sponsors of private events shall, however, be subject to all other rules, procedures, and conditions for use of the facility or park. If the attendance at a private event is 500 persons or more, the requirements of Subdivision $3(\mathrm{H})$ of this section shall apply. Security requirements for private events of fewer than 500 persons shall be determined by the Community Services Department in accordance with its policies and procedures.

Subd. 3. Alcoholic beverages at City-owned facilities and parks for public events. In addition to all other rules, procedures, and conditions for use of the facilities or parks, alcoholic beverages may be sold or dispensed at a public event at a City-owned facility or park only if a permit therefor has been granted by the City Council; such permit, if granted, shall be issued jointly to the sponsor of the event and the holder of an on-sale intoxicating liquor license issued by the City. The sponsor and the on-sale intoxicating liquor licensee shall both be responsible for adherence to all laws and requirements of this section, including the following:
A. Single event. Each permit to sell or dispense alcoholic beverages shall be limited to a specific, single event consisting of no more than 3 days.
B. Qualified sponsor. The permit to sell or dispense alcoholic beverages shall be granted only upon the application of the sponsoring individual or organization.
C. Rental of City-owned facility or park. Prior to issuance of a permit under this section, the sponsoring individual or organization must have made arrangements to rent space in the Cityowned facility or park for the event.
D. Procedure for application. Application for a permit to sell or dispense alcoholic beverages shall be made by the sponsoring individual or organization and shall include the following:

1. The name, address, and nature of the sponsoring individual or organization.
2. A description of the event at which alcoholic beverages will be sold or dispensed, including probable number of people in attendance, dates and hours of sale or dispensing of alcoholic beverages, facts showing compliance with paragraph C of this subdivision, and such other information as may be required.
3. The name and address of the holder of an on-sale intoxicating liquor license issued by the City who will sell or dispense alcoholic beverages at the event.
4. That the applicant is familiar with all the terms and provisions of this section and will comply with the same.
5. Applications shall be accompanied by a fee as determined by ordinance or resolution of the City Council for each day of the event during which alcoholic beverages will be sold or dispensed.
E. Dispensing by on-sale licensee. Alcoholic beverages may be sold or dispensed at the event only by the on-sale liquor licensee named on the permit or its bona fide employees.
F. Prohibitions. The sale or dispensing of alcoholic beverages shall not be allowed:
6. To any person who is not attending the event (no uninvited guests at "private events").
7. To any minor person as defined by Minnesota Statutes.
8. To any person attending or participating in a youth amateur athletic event held on the premises, in which any participant is 18 years of age or younger.
9. To any person attending, participating in or in any way being a part of a Minnesota State High School League (MSHSL) related or sponsored function, which includes students of any age, such as athletic or other activities, banquets or celebrations.
G. Insurance. The sponsoring individual or organization and proposed permit holder shall submit certificates of insurance as required by the City Attorney 15 days prior to the event, which shall list the City as a named insured. The level and type of insurance required for an
event shall be such as are established by the City Attorney on a case by-case basis depending upon the scope and type of event proposed. In no case shall the limits of insurance be less than that of the City's comprehensive liability policy and the minimum limits prescribed by law for liquor liability insurance.
H. Law enforcement officers. As determined by the Director of Public Safety, such number of law enforcement officers as the Director of Public Safety may require, or other security personnel as approved by the Director of Public Safety, shall be on duty at the event during all times that alcoholic beverages are sold or dispensed. The sponsoring individual or organization shall be responsible for securing and compensating such law enforcement officers or approved security personnel at the prevailing rates.
I. Hours of sale. All laws and City Code provisions governing the time when alcoholic beverages may be sold or dispensed shall apply to the sale or dispensing of alcoholic beverages under this section, except that in each instance more restrictive time limitations may be prescribed by the City Council.
J. Additional requirements. The City Council may impose additional requirements or conditions on the granting of a permit as it deems reasonable and appropriate.

The ordinance shall become effective $\qquad$ .

Passed by the Common Council of the City of Marshall, Minnesota this $\qquad$ day of Month, Year.

Mayor

Attested:

City Clerk

## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Call for a Public Hearing Regarding Proposed Property Tax Abatement at 301 London Rd. |
| Background <br> Information: | Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an <br> abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the <br> abatement |
| Fiscal Impact: |  |
| Alternative/ <br> Variations: |  |
| Recommendations: | To call for a public hearing for the proposed property tax abatement. |

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

## Property Information:

Location:
 Range:

Access Road:


Section: $\qquad$ Township: Property Identification Number: $\quad 27-711040-0$ Legal Description: Empty Residential lot (attach if needed) Parcel Width: $\qquad$ (feet) Length: $\qquad$ (feet) Acres: $\qquad$

## Applicant Information:

Applicant Name: Mailing Address: Applicant Signature:


Owner Information:
Owner Name: Im Development Phone: $\qquad$ (h) $\qquad$ (w)

Mailing Address:
Owner Signature:


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

## Company Information:

Owner Name: $\qquad$ Phone: $\qquad$ Fax: $\qquad$
Location: $\qquad$
Type of Company: $\qquad$ Service Provided: $\qquad$
Please attach the following documentation:

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

Return Completed Applications to:<br>City Clerk<br>City of Marshall<br>344 West Main St.<br>Marshall, MN 56258

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





## CITY OF MARSHALL

 AGENDA ITEM REPORT| Meeting Date: | Tuesday, September 10, 2019 |
| :--- | :--- |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Call for a Public Hearing Regarding Proposed Property Tax Abatement at 303 London Rd. |
| Background <br> Information: | Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an <br> abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the <br> abatement |
| Fiscal Impact: |  |
| Alternative/ <br> Variations: |  |
| Recommendations: | To call for a public hearing for the proposed property tax abatement. |

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

## Property Information:

Location:


Access Road:


Section: 0 Township: 27 marshal Range: 0 Property Identification Number:
 $711041-0$ Legal Description: Empty (attach if needed)
Parcel Width: $\qquad$ (feet)

Length

(feet) Acres: $\qquad$

## Applicant Information:

Applicant Name: Mailing Address: $\qquad$ (h) (w)

Applicant Signature: $\qquad$

## Owner Information:

Owner Name: Tm Develop Mint Phone: $\qquad$ (h) $\qquad$ (w)

Mailing Address:
Owner Signature:


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

## Company Information:

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

Please attach the following documentation:

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


## Return Completed Applications to:

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

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




## CITY OF MARSHALL AGENDA ITEM REPORT

| Meeting Date: | Click or tap to enter a date. |
| :--- | :--- |
| Category: | COUNCIL REPORTS |
| Type: | INFO |
| Subject: | Commission/Board Liaison Reports |
| Background <br> Information: | Byrnes - Fire Relief Association and Regional Development Commission <br> Schafer - Airport Commission, MERIT Center Board, City Council-County Board-Library <br> Agreement \& Operation, Southwest Minnesota Amateur Sports Commission and SW Minnesota <br> Emergency Communication Board <br> Meister -Community Services Advisory Board, Cable Commission and Economic Development <br> Authority <br> Bayerkohler - Public Housing Commission, Planning Commission <br> DeCramer - Economic Development Authority and Utilities Commission |
| Fiscal Impact: | Labat - Library Board, Police Advisory Board and Convention and Visitors Bureau |
| Alternative/ <br> Variations: | Lozinski - Adult Community Center Commission and Joint Law Enforcement Center |
| Recommendations: |  |




Item 31.
295

TO: $\quad$ Mayor and City Councilmembers
FROM: Sharon Hanson, City Administrator
DATE: $\quad$ September 6, 2019
SUBJECT: 2020 Preliminary Levy Adoption

Following conversation with Mayor, Finance staff and consultation with others, we are requesting that the 2020 Preliminary Levy adoption be set at the September 24, 2019 Council meeting rather than the September 10, 2019 Council meeting as originally proposed.

We have some unknowns in a few areas that has recently come up since the last meeting and feel it would be best to delay presenting a formal recommendation on the 2020 preliminary levy until the September 24, 2019 Council meeting.


## MEMORANDUM

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

FROM: Sharon Hanson, City Administrator

DATE: September 10, 2019
SUBJECT: Administrative Brief

## CITY ATTORNEY

- Cable TV Franchise has been agreed upon and will be brought forward to Council on September 10, 2019.
- Acquisition of Helena property will be brought forward in HRA closed session on September 10, 2019.
- Criminal prosecution statistics for the months of July and August are as follows:

July:

| ASSAULT | OFP <br> VIOL. | DWI | OTHER <br> ALCOHOL | TRAFFIC | THEFT | OTHER | TOTAL <br> 2019 | 2018 <br> Comparison |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Prosecution | 1 | 3 | 8 |  | 10 | 2 | 5 | 29 | 19 |
| Dismissed |  |  |  |  |  |  |  |  |  |
| Non- <br> Prosecution |  | 1 |  |  |  |  |  | 1 | 8 |
| Referto <br> County |  |  |  |  |  |  |  |  |  |

August:

| ASSAULT | OFP <br> VIOL. | DWI | OTHER <br> ALCOHOL | TRAFFIC | THEFT | OTHER | TOTAL <br> 2019 | 2018 <br> Comparison |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Prosecution | 1 | 7 | 7 | 1 | 7 | 4 | 11 | 38 | 34 |
| Dismissed |  |  |  |  |  |  |  |  |  |
| Non- <br> Prosecution | 2 |  |  |  | 2 |  | 2 | 6 | 4 |
| Referto <br> County |  |  |  |  |  |  | 1 | 1 |  |

## ADMINISTRATION

## General Administration

- This past month spend a considerable amount of time around Strategic Planning events including the World Café event, planning for City Hall bidding documents, discussing Block 11 and the 2020 levy and budget. Held meetings with Avera CEO, community members and business managers. Met with

Southwest West Central Service Coop, Tara Onken and the Mayor on potential Early Learning Center and Office space needs.

- Work continues won the branding data with Northstar, strategic brand position statements are being developed and the research data will be presented at the September $24^{\text {th }}$ Council meeting. A small committee led by Glenn Bader, Ralco has been convening to refine and consult on the branding work.
- Discussion on the pool was held briefly with staff and there is a planned small work session following September $24^{\text {th }}$ Council meeting to discuss next steps with this project.
- Recently have had discussions with Lyon County and others on recycling.
- Attended $1^{\text {st }}$ Annual Hometown Hero Walk, Carter Strong Basketball Court, Ashley Home Furniture and Hobby Lobby ribbon cuttings.


## Economic Development Authority

- Commerce Park

Drone video production complete, posted on various social media channels. Site and video were prominently featured in DEED e-mail to site selectors.

- New Hotel Recruitment

No abatement application received at this time. Conversations and e-mail correspondence continue.

- Downtown Hotel

Held walk-throughs with developers who are currently researching feasibility options.

- Block 11

Onken, Hanson and other staff have had further conversations with potential occupants, as well as with the developer. Preliminary Development Agreement is in draft mode to set mutual expectations. RFP's for demolition due back soon. Potential presentation to City Council on September $10^{\text {th }}$.

- Harrison Truck Center Tax Abatement

Groundbreaking on Monday, September $9^{\text {th }}$ at 12 pm at 1501 US Hwy 59.

- Parkway II

UCAP homes well under construction. Drive by to check out the progress.

- Small Cities Development Program Grant

Summary attached.

- City Branding and Strategic Planning

World Café event was held on August $26^{\text {th }}$. $80+$ people in attendance to provide input for strategic planning. Branding process timeline update coming soon.

- Façade Improvement Program

Advertised online, in newspaper, chamber newsletter, and EDA intern Kritika Shah made 25+ business visits.

- ShopKo

No update from Raider Hill. ShopKo Optical will be relocating to former Family Video location on E. College Dr.

- Canoga Park Childcare Tax Abatement
- Public hearing will be held on September $24^{\text {th }}$ at City Council. If approved, Abatement Agreement will follow.


## Human Resources

- Preparing for InCode 10 configuration on the payroll/HR side of the system.
- Staff are working with our vendors and agents on benefit renewal information. Our health insurance agent, Bill Chukuske, has initiated the process of obtaining quotes on health insurance options for 2020. An insurance advisory committee meeting has been scheduled for September 24 to review the options. Information will be presented to the Council on benefit renewals in October.


## Clerk

- Discussions with City Staff, Lyon County and Southwest Minnesota State University on discussions about moving the Ward 1 polling location from the SMSU RA Facility to the Red Baron Arena. This is a result of the 2020 Minnesota State High School Basketball Section Tournament being held at SMSU during the Presidential Nomination Primary.


## Finance

- Migration to InCode 10 continues as updating chart of accounts is wrapping up. In September both financial and payroll/HR will be going through configuration. Planned go live date is late October.
- Work continues on the 2020 Preliminary Levy. Council must set the preliminary budget/levy by September $30^{\text {th }}$.
- Finance is in the process of getting auditing quotes from various CPA firms for audit years 2019-2022. More information will be presented to Council in October.


## Assessing

- No Report


## Liquor Store

- Sales for the month were 509,180 + 9.86\%, Customer Count was 17,869 + 5.54\%, Ticket Average was $28.37+5.54 \%$. Sales, customer count and ticket average continue to be solid compared to 2018.
- Game Day starts at Tall Grass will be our theme moving forward in Sept./Oct. SMSU Mustangs, MN Vikings and Gophers begin their seasons and we'll invite our customers to make Tall Grass a part of their game day celebrations.
- Our monthly Sale/Product flyer will focus on several 'Hot Deals' in which we bought items at a quantity buy and are able to pass along these savings to our customers. Take a look on our Facebook page!


## COMMUNITY SERVICES

- The Red Baron Arena \& Expo will host events every weekend this month including the SW Challenge High School Volleyball Tournament for the first time this weekend. Open Skate for the general public will also begin September $13{ }^{\text {th }}$.
- Contracted dirt work will begin on the Archery Range located near the Merit Center.
- Progress continues to be made on the parking lot addition at the Red Baron Arena \& Expo.
- New flagpoles have been installed on the island at Independence Park.
- Final numbers indicate the Aquatic Center welcomed over 19,000 users and revenues were up approximately $\$ 12,000$ this summer in an 83 -day window.
- The nine bicycles in the BikeShare program have logged a combined 1800 miles as of September $1^{\text {st }}$. The seasonal program will be available to the general public, at no charge, until mid-October.
- Studio 1 TV Staff covered 13 city/community events in August including Sounds of Summer.


## Building Services / Planning \& Zoning

- Over 400 open job files. Menards warehouse/remodeling, Unique Opportunities 36-unit apartment building, Bus Garage, and Ashley Furniture/Hobby Lobby have been completed. UCAP Headstart new building project and SRO apartment building at Stephen Ave have been approved. The UCAP Headstart project may still start this year. Harrison Truck project review has been completed.
- Two duplexes and six new single-family dwellings permits have been approved.
- Zoning ordinance related to conditional use permits to ensure compliance with the state statute is under final review.
- Beginning stages of reviewing all city buildings for ADA-compliance; part of a self-evaluation process for inclusion in a city ADA Transition Plan.
- Potential new software for building permits is being evaluated.


## PUBLIC WORKS DIVISION COMMUNITY PLANNING

## Building Services / Planning \& Zoning

- Over 400 open job files. Menards warehouse/remodeling, Unique Opportunities 36 -unit apartment building, Bus Garage, and Ashley Furniture/Hobby Lobby have been completed. UCAP Headstart new building project and SRO apartment building at Stephen Ave have been approved. The UCAP Headstart project may still start this year. Harrison Truck project review has been completed.
- Two duplexes and six new single-family dwellings permits have been approved.
- Zoning ordinance related to conditional use permits to ensure compliance with the state statute is under final review.
- Beginning stages of reviewing all city buildings for ADA-compliance; part of a self-evaluation process for inclusion in a city ADA Transition Plan.
- Potential new software for building permits is being evaluated.


## PUBLIC WORKS DIVISION

## Engineering

- Project Z47: Commerce Industrial Park- Final seed the site as weather permits. Work is substantially complete. Staff will work through the project closure process. MMU is ordering street lighting for Michigan Road and the intersection of Pacific Avenue and TH68.
- Project Z64/SAP 139-111-006: Saratoga Street Reconstruction - Work is substantially complete. Staff will work through final closure through MnDOT State Aid Office.
- Project Z67: Michigan Road/Superior Road Reconstruction Project - Work is substantially complete. Staff will work through the project closure process.
- Project Z74: Superior Road/Huron Road Reconstruction Project - Work is substantially complete. Staff will work through the project closure process.
- Project Z51-2019: Bituminous Overlay Project Milling, Overlays and ADA work is complete in the project areas. Final Payment.
- Project Z50-2019: Chip Seal Project MERIT Center Phase 2 - Work is substantially complete. Staff will work through the project closure process.
- Merit Phase 2-The Contractor finished placing Class 5 aggregate base for the track expansion to the north. The ditching and ponding areas have been excavated. The cold storage building and skid pad are under construction, the diamond polishing process has been completed. The Contractor plans to final shape the gravel and pave the week of September 16, then final shape and seed the entire area.
- Project Z72: Hahn Road Storm Sewer Project - Work is substantially complete. Staff will work through the project closure process.
- Red Baron Arena \& Expo Parking Lot Project - Project has begun, all storm sewer and subcut has taken place. Contractor is hauling and grading gravel preparing the site for concrete curb and gutter. Concrete may start the week of Sept. $9^{\text {th }}$.
- Project Z73: Country Club Drive Utility Replacement project; water, sanitary sewer, storm sewer from a point approximately 200 ' west of $4^{\text {th }}$ Street to $2^{\text {nd }}$ Street - Work is substantially complete. Staff will work through the project closure process.
- Project Z70-2 Whitney alley storm Sewer Project: Bids have been received
- 2020 Projects are currently in the design and scoping process. Projects currently include:
- UCAP Transit Bus Shelters: Contract was awarded to HCl construction with an anticipated 2020 start date.
- Project Z75 South $4^{\text {th }}$ Street: Call for plans and specs? Currently setting project limits and scope of the project.
- Project Z70: Alley Projects (West Marshall/West Redwood \& South Hill/South Whitney): Currently in design phase.


## Building Maintenance

- No report.


## Street Department

- Street sweeping
- Pothole patching
- Getting quotes for bike lane painting.
- When weather permits repairing bike trail between highway 59 north and north $7^{\text {th }}$ street due to high water.
- Repairing sink holes.
- Getting ready to start repairing frost boils around town due to the bad winter.
- Street department parking lot concrete complete and the joints have been sealed. Need to complete the landscaping and seeding.
- Maintenance Worker position has been filled.


## Airport/Public Ways Maintenance

- The Airport Master Plan has been approved by the FAA.
- The Master Plan includes designations for development on the airport property that is not specifically related to aviation needs.
- The Joint Airport Zoning Board can now be re-established and brought up to speed with the requirements for zoning within and up to 5 miles from the airport area.


## Wastewater

- Cleaning sewers.
- Starting to mix bio-solids in preparation for fall application.
- Plant repairs.
- Magney Construction getting ready for $1^{\text {st }}$ concrete pour for the bio-solids storage tank pump gallery.
- Staff has performed 236 equipment work orders in the last 30 days.
- GPS work on manholes in town is completed.
- Located, uncovered, and raised multiple sanitary manholes in the collection system.
- Relining sanitary manholes along Hwy 23 trunk Line.
- We will start door to door sump pump inspections from the map we put together this spring next week.
- Working on regulatory issues for Phosphorus, Salty Discharge, Pretreatment, Redwood River Watershed Review, MN. River Nutrient TMDL, Lake Pepin TMDL.
- MMU Water Plant Upgrade has started with completion in the spring of 2021.


## PUBLIC SAFETY DIVISION

## FIRE DEPARTMENT

- The Marshall Fire Department responded to twenty (20) calls for service. Total calls for service included:
- Fire/CO2 Alarm (7)
- Fire/Structure/Medical Assist/Other (8):
- Vehicle Accident (5)


## POLICE DEPARTMENT

- The Marshall Police Department responded to 963 calls of service for the month of August. 138 criminal offenses were reported with a total number of 55 adult arrests being made.


## OFFICER'S REPORT (AUGUST)

- Accidents (21)
- Alcohol - DWI (6)
- Assaults (7)
- Domestic Assault (12)
- Burglaries (4)
- Damage to Property (11)
- Keys Locked in Vehicles (46)
- Loud Party (9)/ Public Disturbances (21)
- Thefts (27)
- Traffic Related Complaints (274)
- Warrant Pickups (16)
- Welfare Checks (22)
- During the month of August, we responded to twenty-one (21) vehicle accidents with five (5) being coded as personal injury accidents. Two of the reported accidents involved bicyclist with one male being transported by ambulance to the emergency room. In another personal injury accident, the driver of one of the vehicles was arrested for DWI.
- Four (4) burglaries were reported with two of the reported cases the suspects are juveniles. All cases are still under investigation.
- Twelve (12) domestic assault calls were reported during August. One incident involved a juvenile attacking family members with a knife. In all domestic assault cases, officers provide family members information on available resources.
- Seven (7) assault cases were responded to by officers. One incident involved a male suspect pushing his girlfriend's vehicle across a parking lot with his own vehicle. The female was not injured in the altercation. Another incident involved a female being removed from the courtroom. The female assaulted officers by kicking, hitting and spitting on the arresting officers. In another incident, officers attempted to separate multiple individuals who were physically fighting. During the incident, officers had to resort to tasing a suspect who failed to comply with commands to stop.
- The police department participates in monthly meetings with AVERA staff. The police department attended a tour and participated in discussion on how the new ER will function and the logistics on how to provide safety to ER staff when they are providing medical care to mental health patients.


## PERSONNEL/OTHER

- Detective Ryan Hoffmann completed his certification of the CELLBRITE software system. In May the City Council approved our participation in the Internet Crimes Against Children Task Force. Our participation allowed for us to receive the analyzing software and equipment valued at $\$ 10,500$. This new technology will strengthen our investigations by being able to retrieve data from electronic devices used to commit crimes.
- For several years the police department has considered implementing body-worn cameras for its police officers. Preliminary discussion has already occurred with the City Council regarding this process. Law requires us to provide an opportunity for public comment or input when developing BWC policies before the City Council would purchase or implement a BWC program. The public will be able to comment through email or attend a community listening session scheduled for Thursday, October 3 ${ }^{\text {rd }}$ at 6:30 pm at the MERIT Center. Our current goal is to bring this before the City Council on October 22 ${ }^{\text {nd }}, 2019$.


## DETECTIVE REPORT

- A burglary was reported at a storage shed at Legion Field Park. The shed belongs to the City of Marshall Parks Dept. and contained baseball equipment utilized by Community Services. The shed door was damaged, but nothing appeared to be missing. An eyewitness reported seeing two young juveniles kicking in the door. The juveniles were not located or identified. Approximately $\$ 100$ in damages was done to the shed door.
- A case of forgery is under investigation where a male presented an apparent counterfeit MN driver's license to an officer on a traffic stop.
- A case of Financial Exploitation of a Vulnerable Adult was investigated. A staff person at a local residence for mentally-challenged people apparently used a debit card belonging to one of the residents and used it for personal purchases. The case was sent to the county attorney's office for charges, but they were denied.
- A Marshall man reported that a package delivered and left on his front step was stolen. The package contained over $\$ 2,000.00$ in merchandise. Neighbors were interviewed but no one saw anything suspicious.
- A reported case of a Peeping Tom was investigated. A Marshall resident reported that his home security camera captured footage of a male approaching his home on foot at about 1:30 am and looking in his windows. The male was identified and interviewed. He claimed to have been looking for a woman he met on-line who he believed was being held against her will in a house in the neighborhood he was roaming around in. This same male had been identified several weeks earlier as lurking in the same neighborhood and trying doors on houses. Charges were requested of the Lyon County Attorney's office.
- A theft case is under investigation. A Marshall resident reported someone stole a large amount of furniture from their garage. The garage building is shared with other tenants. Possible suspects have been identified and the case is pending.
- A case of suspicious activity at the Marshall Library was investigated. It was reported that a 70 -year-old man was approaching teenage females and asking if he could take them to Dairy Queen. The same male had been earlier identified by library staff as having been looking at child pornography on the library system's computer. The male was interviewed and trespassed from the Lyon County library system.
- A lottery fraud case was investigated with the assistance of the Minnesota State Lottery investigators. Several people were arrested in Marshall after they, along with the help of an employee, had stolen large numbers of lottery tickets and redeemed them. Detectives executed a search warrant in Lac Qui Parle County to retrieve the remaining unredeemed tickets. Several arrests were also made.
- A case of Identity Theft is under investigation. A Texas man reported someone is using his identity to gain employment in Marshall.
- A Marshall woman reported losing $\$ 5,500$ in a phone scam. She was contacted by people purporting to be law enforcement in Texas who said that her identity had been compromised there and that she needed to send them money, so they could "freeze" it so that she didn't lose it. She was told Marshall Police would then reimburse her. She stated the suspects had foreign accents and she believed they were calling from outside the country. No leads.
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## MERIT CENTER REPORT

- In the last month the MERIT Center has hosted a variety of trainings/events. These events include CPR Training, Motorcycle training, Emergency Vehicle Operation Course training, BT Industry safety training, financial planning training and various meetings.
- The MN Propane Association conducted 2 days of BT Refresher training for 26 participants on August 22 and 23
- MN West conducted various trainings for law enforcement and industry utilizing the classrooms, the driving track and the facility grounds for their classes. This included grain rescue/farm accident training for the Marshall Fire Department on August 20
- Ag Country conducted a 2-day Financial Planning course for local farmers
- The Sunshine Rotary group held their meeting at the MERIT Center on August 29. The group received a tour of the facility and heard about the props and courses available
- The MERIT Center was utilized 25 out of the last 30 business days with 258 people attending these trainings/events


## EMERGENCY MANAGEMENT

- The Southwest Chemical Assessment Team (CAT) responded to a call at ADM regarding a call involving a chemical reaction to a cleaner being used. Both the CAT Team and the Marshall Fire Department provided a well-coordinated effort to identify the substance and respond to the situation. No injuries were reported.


|  | $\underbrace{\text { Ageney Projecer }}$ Number | cliv | ． | \％ |  | 䘡 | ¢ |  | Income | Am | 高 | ${ }_{3}^{\square}$ | 㜢 |  |  |  | 害 | slaus | mpleten Date | Project $\$ 24,000,00$ Average |  | ${ }_{\substack{\text { Roi } \\ \text { EPa } \\ \text { I }}}$ |  |  | Owner Escrow | Toat Prosect Am！ | Lend dolan | urs |
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| 1 | 01－M19－20 | Marshall | 4 | While | N | N | N | \＄ | 50，741，08 | 67\％ | N | $\checkmark$ | $\checkmark$ | $\times$ |  |  |  | proceeds |  | \＄24，000 |  | 7，582．00 |  |  | \＄5，370．00 | \＄36，952，00 | \＄7，730．00 | s 450．00 |
| 2 | 02－M19－20 | Marshall | 2 | While | N | N | N | s | 46，925，90 | 79\％ | $N$ | $\checkmark$ | r | $\times$ |  |  | $\times$ | proceeds |  | \＄20，740．00 |  |  |  |  | s 5，184，00 | \＄25，924，00 | \＄7，990．00 | s 450．00 |
| 3 | 03－M19－20 | Marshal | 5 | While | $\checkmark$ | N | N | s | 55，475．59 | 68\％ | N | $\checkmark$ | $Y$ |  |  |  |  | proceeds |  | \＄21，215，00 |  |  |  |  | s 5，303．00 | \＄26，518，00 | \＄16，935．00 | 450.00 |
| 4 | 04－M19－20 | Marshal | 5 | White | N | N | N | ¢ | 54，877．68 | 67\％ | N | N | $\checkmark$ |  |  |  |  |  |  |  |  |  |  |  |  | \＄． |  | s 450.00 |
| 5 | 05－M19－20 | Marshall | 2 | While | N | N | $N$ | s | 25，936， 56 | 43\％ | $\gamma$ | N | n |  |  |  |  | ip |  | \＄22，435．00 |  |  |  |  |  | \＄22，435．00 |  |  |
| 6 | 06－M19－20 | Marshall | 2 | White | N | N | $\checkmark$ | s | 46，820，暗 | 79\％ | N | $Y$ | $\gamma$ |  |  |  |  | inspection |  |  |  |  |  |  |  | \＄． |  | S 450．00 |
| 7 | 07－M19－20 | Marshal | 2 | While | N | N | $\checkmark$ | \＄ | 43，63．40 | 72\％ | N | $r$ | $\checkmark$ |  |  |  |  | nspection |  |  |  |  |  |  |  | \＄． |  | 3 45000 |
| 8 | 08－M19－20 | Marshal | 1 | While | N | N | N | s | 20，347．20 | 38\％ | $\checkmark$ | Y | $\gamma$ |  |  |  |  | Inspection |  |  |  |  |  |  |  | \＄－ |  | s 450．00 |
| 9 | 09－M19－20 | Marshal | 2 | While | N | $Y$ | N | s | 42，909，84 | 71\％ | N |  | r |  |  |  |  |  |  |  |  |  |  |  |  | \＄． |  |  |
| 10 | 10－M19－20 | Marshall | 1 | While | N | Y | r | 5 | 17．634，00 | 33\％ | N |  | $\checkmark$ |  |  |  |  |  |  |  |  |  |  |  |  | \＄． |  |  |
| 11 | 11－M19－20 | Marsall | 7 | While | N | N | N | s | 27，162．00 | 29\％ | N |  | Y |  |  |  |  |  |  |  |  |  |  |  |  | \＄． |  |  |
| 12 | 12－M19－20 | Marshall | 2 | While | N | N | N | s | 41，506．04 | 68\％ | r |  | $\checkmark$ |  |  |  |  |  |  |  |  |  |  |  |  | \＄． |  |  |
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| 21 |  |  | 35 |  | 1 | 2 | 3 |  |  |  | 3 | 6 |  |  |  |  | 0 |  |  | \＄88，390．00 | \＄． |  | \＄－ | s | \＄15，857．00 | \＄111，829．00 | \＄32，595．00 | \＄3，150．00 |



MIF Funds
$\$$
$\$$ $\begin{gathered}265,650.00 \\ 34,650,00\end{gathered}$

## OFFENSE/ARREST DATA

January
February
March
April
May
June
July
August
September
October
November
December

| Offenses |  | Actual | Total Arrests/Excluding traffic |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Reported | Unfounded | Offenses | Adult | Juvenile |  |
| 105 | 0 | 105 | 71 | 5 |  |
| 133 | 0 | 133 | 49 | 1 |  |
| 122 | 1 | 121 | 34 | 3 |  |
| 103 | 1 | 102 | 30 | 0 |  |
| 115 | 0 | 115 | 32 | 3 |  |
| 105 | 0 | 105 | 30 | 0 |  |
| 113 | 1 | 112 | 48 | 0 |  |
| 138 | 1 | 137 | 55 | 0 |  |
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| YTD 2019 | 934 | 4 | 930 | 349 | 12 |
| :--- | :--- | :--- | :--- | :--- | :--- |

Averages for all Activities (Calls for Service)

|  | \#Calls <br> Total | Time in Hrs Spent |
| :---: | :---: | :---: |
| January | 762 | 771 |
| February | 793 | 871 |
| March | 833 | 892 |
| April | 814 | 863 |
| May | 884 | 879 |
| June | 877 | 853 |
| July | 1001 | 891 |
| August | 963 | 723 |
| September |  |  |
| October |  |  |
| November |  |  |
| December |  |  |
| YTD 2019 | 6927 | 6743 |


| Accidents | Jan. | Feb. | Mar. | April | May | June |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Hit and Run | 7 | 13 | 13 | 6 | 7 | 7 |
| Property Damage | 33 | 54 | 48 | 21 | 25 | 16 |
|  | Personal Injury | 33 | 2 | 5 | 5 | 4 |
|  | Fatalities | 7 | 6 | 0 | 0 | 0 |
| Submitted to State | 0 | 0 | 0 | 14 | 12 | 13 |
| TOTAL 2019 | 16 | 27 | 21 | 46 | 49 | 40 |


| CITATIONS | Jan. | Feb. |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |

Citations
Parking Tickets

| 86 | 54 | 43 | 50 | 40 | 47 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 27 | 37 | 54 | 6 | 14 | 4 |


| Activities (Calls For Service) *High Hours Expended |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Jan. | Feb | Mar | Apr | May | June |
| Alarms | 18 | 19 | 14 | 13 | 28 | 28 |
| Alcohol | 4 | 5 | 3 | 0 | 2 | 3 |
| Animal Bite | 0 | 1 | 4 | 3 | 3 | 2 |
| Animal Complaint | 33 | 21 | 21 | 45 | 46 | 61 |
| Assault | 1 | 6 | 5 | 2 | 4 | 7 |
| Assists | 59 | 46 | 54 | 56 | 81 | 71 |
| Auto Theft | 0 | 0 | 0 | 0 | 2 | 2 |
| Bike Found | 1 | 3 | 0 | 5 | 4 | 11 |
| Bike Theft | 0 | 0 | 1 | 0 | 2 | 0 |
| Burglary | 2 | 7 | 0 | 3 | 1 | 5 |
| Bus Violation | 3 | 8 | 7 | 0 | 7 | 1 |
| Check Forgery | 0 | 0 | 0 | 0 | 0 | 0 |
| Check Fraud | 0 | 0 | 1 | 2 | 0 | 0 |
| Civil Matters | 0 | 14 | 13 | 12 | 6 | 8 |
| Criminal Sex | 2 | 1 | 0 | 4 | 2 | 1 |
| Damage to Prp | 6 | 5 | 4 | 8 | 8 | 10 |
| Death Investigation | 0 | 1 | 0 | 1 | 1 | 1 |
| Domestics | 13 | 11 | 7 | 8 | 17 | 10 |
| Drug Court Check | 1 | 0 | 0 | 0 | 0 | 0 |
| Drugs/Narcotics | 3 | 3 | 3 | 0 | 3 | 1 |
| Ambulance | 1 | 0 | 0 | 0 | 3 | 0 |
| Family Matters | 3 | 0 | 0 | 2 | 3 | 7 |
| Fire Alarm | 0 | 0 | 0 | 0 | 0 | 0 |
| Gas Meal Assist | 2 | 3 | 2 | 5 | 3 | 6 |
| Gun Permits | 6 | 12 | 9 | 10 | 10 | 13 |
| Harassment | 6 | 14 | 7 | 8 | 10 | 9 |
| Intoxicated/Detox | 1 | 0 | 1 | 4 | 9 | 2 |
| Keys Locked In vehicles | 44 | 35 | 35 | 40 | 38 | 28 |
| Mental Health | 7 | 12 | 8 | 3 | 4 | 2 |
| Fraud | 6 | 3 | 4 | 4 | 4 | 6 |
| Parking Complaints | 45 | 74 | 61 | 16 | 19 | 16 |
| Party Loud Party | 3 | 5 | 4 | 5 | 8 | 4 |
| Pred-Sex Offender | 0 | 1 | 1 | 0 | 3 | 1 |
| Property Found | 4 | 4 | 6 | 13 | 16 | 12 |
| Public Disturbance | 9 | 6 | 14 | 14 | 14 | 14 |
| Pursuit | 0 | 0 | 0 | 0 | 0 | 0 |
| Residence Check | 0 | 0 | 0 | 0 | 0 | 0 |
| Runaway | 0 | 2 | 0 | 1 | 3 | 3 |
| Escort Funeral,other | 7 | 14 | 11 | 4 | 15 | 18 |
| Search Warrant | 0 | 0 | 0 | 1 | 0 | 0 |
| Suspicious Anything | 42 | 27 | 34 | 49 | 42 | 52 |


| Suspicious Vehicle | 6 | 6 | 11 | 14 | 10 | 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Tobacco Violation | 0 | 0 | 2 | 4 | 2 | 1 |
| Theft | 12 | 6 | 13 | 22 | 18 | 20 |
| Trains | 0 | 0 | 2 | 1 | 2 | 3 |
| Transport (Marshall PD etc) | 0 | 2 | 1 | 1 | 2 | 1 |
| Transport-Juveniles | 0 | 0 | 0 | 0 | 0 | 0 |
| Trespassing | 8 | 8 | 7 | 1 | 7 | 11 |
| Traffic Related Complaints | 212 | 140 | 219 | 243 | 194 | 224 |
| Unsecured Building | 0 | 3 | 2 | 1 | 1 | 1 |
| Vandalism | 1 | 0 | 0 | 0 | 3 | 0 |
| Violation of OFP | 2 | 4 | 2 | 1 | 3 | 6 |
| Warrant Pickups | 13 | 17 | 16 | 13 | 17 | 12 |
| Welfare Checks | 18 | 18 | 22 | 16 | 21 | 17 |
| Welfare Fraud | 0 | 0 | 0 | 0 | 0 | 0 |
| Weather Activity | 0 | 0 | 0 | 0 | 0 | 0 |
| Dead Body | 0 | 0 | 0 | 0 | 0 | 0 |
| ERU Activated | 0 | 0 | 0 | 0 | 0 | 0 |
| Weapons Involved | 0 | 1 | 2 | 1 | 1 | 0 |
| YTD 2019 | 604 | 568 | 633 | 659 | 702 | 722 |

OFFENSE ACTIVITY BY DAY OF WEEK

January
February
March
April
May
June
July
August
September
October
November
December

| Mon | Tues | Wed | Thur | Fri | Sat |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 14 | 14 | 21 | 13 | 19 | 10 |
| 13 | 21 | 19 | 11 | 28 | 12 |
| 18 | 21 | 18 | 13 | 25 | 13 |
| 20 | 16 | 21 | 12 | 12 | 17 |
| 24 | 3 | 18 | 7 | 23 | 22 |
| 18 | 9 | 21 | 14 | 7 | 24 |
| 21 | 15 | 12 | 24 | 15 | 15 |
| 19 | 15 | 11 | 25 | 23 | 18 |
|  |  |  |  |  |  |
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| YTD 2019 | 147 | 114 | 141 | 119 | 152 | 131 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |

DETECTIVE / INVESTIGATIONS ACTIVITIES

Felonies
Gross Misdemeanors
Misdemeanors
Petty Misdemeanors

| Jan. | Feb. | Mar | Apr | May | June |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 15 | 9 | 9 | 26 | 9 | 13 |
| 34 | 18 | 39 | 27 | 19 | 3 |
| 7 | 7 | 5 | 8 | 10 | 6 |
| 0 | 0 | 0 | 0 | 0 | 0 |


| July | Aug. | Sep | Oct. | Nov. | Dec. | YTD |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 7 | 8 |  |  |  |  | 68 |
| 20 | 21 |  |  |  |  | 238 |
| 0 | 6 |  |  |  |  | 35 |
| 0 | 0 |  |  |  |  | 0 |
| 20 | 19 |  |  |  |  | 142 |
| 47 | 54 | 0 | 0 | 0 | 0 | 483 |


| July | Aug | Sept | Oct. | Nov. | Dec. | YTD |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Item 34. |  |  |  |  |  |  |


| 68 | 67 |  |  |  |  | 455 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 10 | 14 |  |  |  |  | 166 |


| July | Aug | Sept | Oct. | Nov. | Dec. | YTD |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 22 | 23 |  |  |  |  | 165 |
| 4 | 6 |  |  |  |  | 27 |
| 4 | 3 |  |  |  |  | 20 |
| 60 | 54 |  |  |  |  | 341 |
| 3 | 7 |  |  |  |  | 35 |
| 68 | 60 |  |  |  |  | 495 |
| 0 | 0 |  |  |  |  | 4 |
| 6 | 5 |  |  |  |  | 35 |
| 7 | 2 |  |  |  |  | 12 |
| 2 | 5 |  |  |  |  | 25 |
| 0 | 0 |  |  |  |  | 26 |
| 0 | 0 |  |  |  |  | 0 |
| 0 | 0 |  |  |  |  | 3 |
| 6 | 0 |  |  |  |  | 59 |
| 2 | 0 |  |  |  |  | 12 |
| 8 | 11 |  |  |  |  | 60 |
| 3 | 0 |  |  |  |  | 7 |
| 10 | 12 |  |  |  |  | 88 |
| 1 | 1 |  |  |  |  | 3 |
| 5 | 1 |  |  |  |  | 19 |
| 0 | 0 |  |  |  |  | 4 |
| 10 | 5 |  |  |  |  | 30 |
| 0 | 0 |  |  |  |  | 0 |
| 6 | 2 |  |  |  |  | 29 |
| 8 | 17 |  |  |  |  | 85 |
| 14 | 7 |  |  |  |  | 75 |
| 3 | 0 |  |  |  |  | 20 |
| 32 | 48 |  |  |  |  | 300 |
| 3 | 2 |  |  |  |  | 41 |
| 10 | 3 |  |  |  |  | 40 |
| 28 | 23 |  |  |  |  | 282 |
| 3 | 9 |  |  |  |  | 41 |
| 7 | 1 |  |  |  |  | 14 |
| 10 | 19 |  |  |  |  | 84 |
| 0 | 21 |  |  |  |  | 92 |
| 0 | 0 |  |  |  |  | 0 |
| 0 | 0 |  |  |  |  | 0 |
| 1 | 1 |  |  |  |  | 11 |
| 10 | 8 |  |  |  |  | 87 |
| 0 | 0 |  |  |  |  | 1 |
| 54 | 64 |  |  |  |  | 364 |

[^3]| 15 | 9 |  |  |  |  | 82 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0 | 0 |  |  |  |  | 9 |
| 13 | 27 |  |  |  |  | 131 |
| 1 | 1 |  |  |  |  | 10 |
| 1 | 1 |  |  |  |  | 9 |
| 1 | 0 |  |  |  |  | 1 |
| 12 | 0 |  |  |  |  | 54 |
| 330 | 274 |  |  |  |  | 1836 |
| 2 | 1 |  |  |  |  | 11 |
| 1 | 1 |  |  |  |  | 6 |
| 8 | 18 |  |  |  |  | 44 |
| 16 | 16 |  |  |  |  | 120 |
| 31 | 22 |  |  |  |  | 0 |
| 0 | 0 |  |  |  |  | 1 |
| 0 | 1 |  |  |  |  | 0 |
| 0 | 0 |  |  |  |  |  |
| 0 | 0 |  |  |  |  |  |
| 0 | 0 |  |  |  |  |  |
| 841 | 791 | $\mathbf{0}$ | $\mathbf{0}$ |  |  | $\mathbf{0}$ |


| Sun |
| :---: |
| 14 |
| 29 |
| 14 |
| 6 |
| 18 |
| 7 |
| 11 |
| 27 |
|  |
|  |


| July | Aug | Sept | Oct. | Nov. | Dec. | YTD |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 15 | 8 |  |  |  |  | 104 |
| 18 | 3 |  |  |  |  | 161 |
| 8 | 11 |  |  |  |  | 62 |
| 0 | 0 |  |  |  |  | 0 |



## BUILDING PERMIT LIST <br> September 10, 2019



PLUMBING PERMIT LIST
September 10, 2019

| APPLICANT | LOCATION ADDRESS | DESCRIPTION OF WORK | VALUATION |
| :--- | :--- | :--- | :--- |
| BISBEE PLUMBING \& HEATING | 1005 CHANNEL PKWY | BUILDING ADDITION | 0.00 |
| TRIO PLUMBING \& HEATING | 1308 PETERSON ST | WATER HEATER | 900.00 |
| MINNWEST PLUMBING \& HEATING, INC. | 1808 THUNDERBIRD RD | NEW BUILDING | 0.00 |
| Woody's Plumbing and Repair Inc. | 1408 FLOYD WILD DR | INTERIOR REMODEL | $2,900.00$ |


| September 2019 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| 1 | $\begin{aligned} & 2 \text { City Hall Closed - Labor } \\ & \text { Day } \end{aligned}$ | 3 <br> 4:30 p.m. Airport Commission | 4 | 5 | 6 | 7 |
| 8 | 9 <br> 3:30 p.m. Public Housing Commission <br> 4:00 p.m. Library Board | 10 <br> 5:30 p.m. Regular City Council Meeting | 11 <br> 12:00 p.m. Adult Community Center <br> 5:30 p.m. Planning Commission | 12 | 13 | 14 |
| 15 | 16 | $\begin{aligned} & 17 \\ & \text { 4:30 p.m. Marshall } \\ & \text { Municipal Utilities } \\ & \text { Commission } \end{aligned}$ | $\begin{aligned} & 18 \\ & 12: 00 \text { p.m. EDA } \end{aligned}$ | 19 <br> 2:00 p.m. CVB Board <br> Meeting | 20 | 21 |
| 22 | 23 | 24 <br> 5:30 p.m. Regular City Council Meeting | 25 | 26 | 27 | 28 |
| 29 | 30 |  |  |  |  |  |


| October 2019 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|  |  | $\begin{aligned} & 1 \\ & \text { 4:30 p.m. Airport } \\ & \text { Commission } \end{aligned}$ | 2 <br> 4:45 p.m. Community Services Advisory Board | 3 | 4 | 5 |
| 6 | 7 | $\begin{aligned} & 8 \\ & \text { 5:30 p.m. Regular City } \\ & \text { Council Meeting } \end{aligned}$ | 9 <br> 12:00 p.m. Adult Community Center <br> 5:30 p.m. Planning Commission | 10 | 11 | 12 |
| 13 | 14 <br> 3:30 p.m. Public Housing Commission <br> 4:00 p.m. Library Board | $\begin{aligned} & 15 \\ & \text { 4:30 p.m. Marshall } \\ & \text { Municipal Utilities } \\ & \text { Commission } \end{aligned}$ | $\begin{aligned} & 16 \\ & 12: 00 \text { p.m. EDA } \end{aligned}$ | $17$ <br> 2:00 p.m. CVB Board Meeting | 18 | 19 |
| 20 | 21 | 22 <br> 5:30 p.m. Regular City Council Meeting | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |  |  |


| November 2019 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|  |  |  |  |  | 1 | 2 |
| 3 | 4 | 5 <br> 4:30 p.m. Airport Commission | 6 | 7 | 8 | 9 |
| 10 | 11 City Hall Closed Veterans Day <br> 3:30 p.m. Public Housing Commission 4:00 p.m. Library Board | 12 <br> 5:30 p.m. Regular City Council Meeting | 13 <br> 5:30 p.m. Planning Commission | 14 | 15 | 16 |
| 17 | 18 | 19 <br> 4:30 p.m. Marshall Municipal Utilities Commission | $\begin{aligned} & 20 \\ & \text { 12:00 p.m. EDA } \end{aligned}$ | 21 <br> 2:00 p.m. CVB Board Meeting | 22 | 23 |
| 24 | 25 | $26$ <br> 5:30 p.m. Regular City Council Meeting | 27 | 28 City Hall Closed Thanksgiving Holiday | 29 City Hall Closed Thanksgiving Holiday | 30 |


[^0]:    By: Kyle Box
    Its: City Clerk

[^1]:    2,125.22

[^2]:    *Rates as of 9/5/2019

[^3]:    Item 34.

