

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

Tuesday, January 28, 2020 at 5:30 PM Professional Development Room - Marshall Middle School, 401 South Saratoga Street

OPENING ITEMS

1. Call to Order/Pledge of Allegiance

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider approval of the minutes of the regular meeting held on January 14, 2020.

PUBLIC HEARING

3. 1005 Channel Parkway (Marshall Machine Shop) - 1) Public Hearing regarding a business tax abatement request. 2) Consideration of Resolution Number XXXX, Second Series, a resolution approving business tax abatement.

CONSENT AGENDA

- 4. Project Z75 / SAP 139-124-004: South 4th Street Reconstruction Project Consider Resolution Ordering Preparation of Report on Improvement.
- 5. Project Z76: South 1st Street Reconstruction Project -Consider Resolution Ordering Preparation of Report on Improvement.
- 6. Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for Marshall Area Chamber of Commerce
- 7. Consider LG220 Application for Exempt Permit for Holy Redeemer Church of Marshall.
- 8. Consider LG220 Application for Exempt Permit for United Way of Southwest Minnesota.
- <u>9.</u> 2020 Lifesavers Conference.
- 10. MERIT Center/State of Minnesota Amendment of Lease No. 3
- 11. Consider Authorization to Advertise for Consulting Services for the Southwest Minnesota Regional Airport.
- 12. Consider Engagement Letter for Audit Services for 2019 Financial Statements.
- <u>13.</u> Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

- 14. Consider approval of 2020 Workers Compensation Insurance.
- <u>15.</u> Consider Resolution No ____, Second Series, Awarding the Sale of General Obligation Capital Improvement Plan Bonds.
- <u>16.</u> Consideration for approval of Memorandum of Understanding with Marshall Amateur Hockey Association (MAHA) regarding Ice Time fees 2020 2026.
- 17. Consider approval of an Administrative Services Agreement (ASA) between the City of Marshall and Missouri River Energy Services (MRES) related to coordination of administrative services with Western Area Power Administration (WAPA) for hydroelectric services through December 31, 2050.
- 18. Consider Lease Agreement with Tracy Aircraft, LLC for Pilot Training Services at the Southwest Minnesota Regional Airport.
- <u>19.</u> Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

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.

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COUNCIL REPORTS

- 20. Commission/Board Liaison Reports
- 21. Councilmember Individual Items

STAFF REPORTS

- 22. City Administrator
- 23. Director of Public Works
- 24. City Attorney

INFORMATION ONLY

25. Information Only

ADJOURN TO CLOSED SESSION

MEETINGS

<u>26.</u> 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 you 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 you 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.



Meeting Date:	Tuesday, January 28, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of the minutes of the regular meeting held on January 14, 2020.
Background	Enclosed are the minutes of the regular meeting held on January 14, 2020.
Information:	
Fiscal Impact:	None
Alternative/	Staff encourages City Council Members to provide any suggested corrections to the
Variations:	minutes in writing to City Clerk Kyle Box, prior to the meeting. We then could potentially incorporate proposed amended minutes at the meeting.
Recommendations:	that the minutes of the regular meeting on January 14, 2020 be approved as filed with each member and that the reading of the same be waived.

Item 2. Page 4

CITY OF MARSHALL CITY COUNCIL MEETING M I N U T E S

Tuesday, January 14, 2020

The regular meeting of the Common Council of the City of Marshall was held January 14, 2020 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; Glen Olson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Jim Marshall, Director of Public Safety; Preston Stensrud, Parks Superintendent 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 the regular meeting held on December 17, 2019.

Motion made by Councilmember Schafer, Seconded by Councilmember Decramer that the minutes of the regular meeting on December 17, 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

<u>Vacation of Utility Easements in Carr Subdivision I -- 1) Public Hearing on Resolution Granting Petition to Vacate Utility Easements, 2) Consider Resolution Granting Petition to Vacate Utility Easements.</u>

A signed petition has been received from the owners of all the real property abutting the property line between Lots 17 and 18 of Block 2, Carr Subdivision I, petitioning vacation of a portion of the 5' utility easement on each side of said lot line, excepting the north 8 feet of said easements.

The purpose of the vacation is for a condominium being constructed over the easement.

All utility companies have been contacted regarding the vacation of the easement. MMU is in the process of obtaining a new easement. MMU requests that the vacation of easement be contingent upon James Carr granting a new utility easement to MMU.

Director of Public Works/City Engineer Glenn Olson provided the agenda item.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski that the Council close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried.** 7-0

Motion made by Councilmember Schafer, Seconded by Councilmember Labat that the Council adopt Resolution Number 4694, Second Series which is the Resolution Granting Petition to Vacate Utility Easements, contingent upon James Carr granting new utility easements to MMU. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer,

ember Labat, Councilmember Lozinski. The motion Carried. 7-0

Item 2.

Authorization to purchase new Zamboni 552AC for Red Baron Arena and Expo

During the construction of the Red Baron Arena and Expo (2) Zamboni ice resurfacing machines were purchased. One was a new model and one was 16 years old at time of purchase. Staff recommended staggering the purchase of two new machines for cost reasons. The used Zamboni was purchased to help offset the replacement schedule and is now in need of replacement as the batteries at are the end of their life cycle and other significant wear on the machine.

Frank J. Zamboni & Co., Inc. of Paramount, CA. gave the City a proposal for the purchase of a new Zamboni 552AC in the amount of \$156,704.80 including Sourcewell discount and freight to Marshall. Lead time on a new Zamboni is approximately 10 months, delivery expected October 1st of this year. The price on this unit is valid until January 15th.

Staff would recommend declaring our oldest Zamboni 552-6159 surplus and authorizing the sale to R&R Specialties, Inc. of Somerset, WI in the amount of \$27,750.00. A trade quote was offered from Frank J. Zamboni & Co., Inc. for \$22,500.00. R&R Specialties, Inc. would take over possession of Zamboni after current hockey season.

\$65,000 was budgeted in the 2019 Red Baron Arena and Expo budget and \$65,000 is budgeted in the 2020 Red Baron Arena and Expo budget.

Net cost of \$128,954.80 to be shared with Marshall Amateur Hockey Association (MAHA) upon arrival of unit.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to authorize the purchase of new Zamboni 552AC in the amount of \$156,704.80 from Frank J. Zamboni & Co., Inc. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Passed. 6-1**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to declare Zamboni 552-6159 surplus and accept purchase quote from R&R Specialties, Inc. in the amount of \$27,750.00. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Passed. 6-1**

Consider Approval of the Consent Agenda.

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

Approval of Resolution Number 4695, Second Series, a resolution designating the Official Depositories for City Funds for 2020.

Approval of Resolution Number 4696, Second Series a resolution delegating authority to the city to make electronic fund transfers.

of Resolution Number 4697, Second Series, a resolution designating the Official Newspaper

Approval of Resolution Number 4698, Second Series to authorize the Finance Director to pay certain claims.

Approval to Call for a Public Hearing Regarding Proposed Property Tax Abatement at 1005 Channel Parkway

Approval of a LG220 Application for Exempt Permit for the Lynd Fire Fighters Relief Association.

Approval of a LG220 Application for Exempt Permit for the Lyon County Pheasants Forever.

Approval of a LG220 Application for Exempt Permit for the Marshall Golf Club, Inc.

Approval of the Wastewater Treatment Facilities Improvement Project -1) Consider Application for Payment No. 6 to Magney Construction, Inc.

Approval of the Wastewater Treatment Facilities Improvement Project – 2) Consider Payment of Invoice 0244146 to Bolton & Menk, Inc.

Approval of the Wastewater Treatment Facilities Improvement Project – 3) Consider Payment of Invoice 1301918 to American Engineering Testing, Inc.

Approval of the bills/project payments.

Consider approval of the amended personnel policy, Chapter 10: Drug-Free Workplace.

The League of Minnesota Cities has issued an update to their model policy on a Drug-Free Workplace, which includes policy language related to drug and alcohol testing for both commercial drivers (those required to hold a CDL license) and applicants/employees not required to hold a commercial drivers license. This amendment updates both policies 10.1 and 10.2. Policy 10.1 is the is applicable to non-commercial drivers and Policy 10.2 is applicable to commercial drivers. Policy 10.2 also complies with federal DOT regulations.

Staff recommends approval of the proposed policy, which was established by the League of Minnesota Cities and complies with both state and federal laws. This will replace our existing policy in its entirety.

Motion made by Councilmember Schafer, Seconded by Councilmember Decramer that the Council approves the amended Drug-Free Workplace Policy. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Resolution for Signage at 1005 North 4th Street.

Habilitative Services, Inc., representing the owner REM, Inc., has requested the installation of two signs restricting parking at 1005 North 4th Street.

The request is for "No Parking Between Signs / Monday-Friday / 7-9 AM and 2-4 PM".

This request was reviewed by the Public Improvement/Transportation Committee at their meeting on July 9, 2019 and referred to the City Council.

Item 2.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council adopt RESOLUTION NUMBER 4699, SECOND SERIES, which is the "Resolution for Signage in the City of Marshall" for "No Parking Between Signs / Monday-Friday / 7-9 AM and 2-4 PM" at 1005 North 4th Street. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Public Works Director Transition-Accept Recommendation from Personnel Committee.

City Administrator Sharon Hanson introduced the agenda item and recommended the following regarding the retirement of Glenn Olson effective Jun 12, 2020. As part of this transition following is proposed:

- Assign Glenn Olson as City Hall Owner's Representative effective immediately until June 12, 2020 (his retirement date).
- Appoint Jason Anderson as Public Works Director effective February 3, 2020.
- Fill the Assistant Engineer position following job description review.

The Personnel Committee met on Monday January 7, 2020 and approved the above recommendation. The Public Works Director job description changed minimally, until there is a full review when the comparable worth study is updated later this year.

Councilmember Labat that the requested that the recommendation be separated into two votes.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to assign Glenn Olson as City Hall Owner's Representative effective immediately until June 12, 2020 Appoint Jason Anderson as Public Works Director effective February 3, 2020. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Passed. 6-1**

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to fill the Assistant Engineer position following job description review. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

<u>Approve Employment Agreement Between City of Marshall and Jason Anderson-Appointment as Public</u> Works Director.

Personnel Committee on January 7, 2020 approved the recommendation to appoint Jason Anderson as Public Works Director effective February 3, 2020, via Employment Agreement.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve Employment Agreement Between City of Marshall and Jason Anderson-Appointment as Public Works Director effective February 3, 2020. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Carried. 6-1**

Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

Mayor Byrnes introduced and recommended the following applications to various boards and commissions.

Convention and Visitors Bureau

Ty Brouwer, Lucas Tietz, Keith Petermeier and Kelly Loft to an unexpired term set to expire 12/31/2022.

MERIT Center Commission

Eric Wallen and Joshua Schafer to an unexpired term set to expire 12/31/2022.

Motion made by Councilmember Schafer, Seconded by Councilmember Decramer to approve the interviewed applicants to the various boards, commissions, bureaus and authorities. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Commission/Board Liaison Reports

Byrnes <u>No Report</u>

Schafer Southwest Minnesota Amateur Sports Commission met and added two additional at large

board positions.

Meister No Report

Bayerkohler No Report

DeCramer No Report

Labat <u>Library Board</u> met and elected new board officers and Installations of the LED lighting is

complete.

Lozinski <u>No Report</u>

Councilmember Individual Items

Councilmember Labat requested that, if possible, to have city crews clear out fire hydrants from snow and ice.

Councilmember DeCramer addressed two items from constituents; urban chickens, town hall meetings. DeCramer mentioned that the Minnesota State Auditor will be in Marshall on January 28 for a listening tour.

Mayor Byrnes mentioned a recent visit to Marshall by Governor Walz as well as discussions with US Army National Guard Director of Construction on the long-term location of the armory in Marshall.

City Administrator

City Administrator Sharon Hanson discussed hosting town hall meetings and well as the upcoming State of the City address sponsored by the Marshall Area Chamber of Commerce. The predevelopment agreement with APX on Block 11 has expired. The next steps are to develop an agreement between the City of Marshall and APX. Administrator Hanson mentioned that Lauran Deutz has been hired as the Economic Development

or the City of Marshall.

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Director of Public Works

Director of Public Works/ City Engineer Glenn Olson commented on the successful transition from city hall to SMSU. Director Olson mentioned that hazardous waste removal has begun at city hall.

City Attorney

City Attorney Dennis Simpson commented on two pending items. Sale of city owned property to MMUA and the purchase of the Helena Chemical property.

Administrative Reports

There were no questions regarding the administrative brief.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings

Adjourn Meeting

At 6:41 PM, Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember Decramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Attest:	Mayor	
City Clerk		



Meeting Date:	Tuesday, January 28, 2020							
Category:	UBLIC HEARING							
Туре:	ACTION							
Subject:	1005 Channel Parkway (Marshall Machine Shop) - 1) Public Hearing regarding a business tax abatement request. 2) Consideration of Resolution Number XXXX, Second Series, a resolution approving business tax abatement.							
Background Information:	On January 14, 2020 a public hearing was called for and to be held on January 28, 2020 regarding a business property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The proposed project is a 7,500 square foot addition to the existing facility.							
Fiscal Impact:	Attached							
Alternative/	None Recommended							
Variations:								
Recommendations:	 To close the public hearing Adopt Resolution Number, Second Series, a Resolution approving business tax abatement. 							

Item 3. Page 11

Resolution Number , Second Series

RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BEING DEVELOPED BY DOUGLAS AND PEGGY ANDERSON; GRANTING THE ABATEMENT

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

Section 1. <u>AUTHORIZATION</u> AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. Douglas and Peggy Anderson have applied for a Business Tax Abatement pursuant to the City's Tax Abatement Policy on property legally described as: Parcel ID: 27-105001-0, 1005 Channel Parkway., Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on January 28, 2020, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the <u>Marshall Independent</u>, the official newspaper of the City.
 - Section 2. <u>FINDINGS</u>. On the basis of information compiled by the City and elicited at the public hearing refereed to in Section 1.04, it is hereby found, determined and declared:
- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County's current property tax levy, or \$200,000.
- 2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

- 3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the City on the Property for four (4) years, commencing with taxes payable for the assessed value related to the capital improvements on said parcel. The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first.
- 3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30th of that calendar year.
- 3.03 The tax abatement shall be for the commercial capital improvements only. Land values and the current base value are not eligible and will not be abated.
- 3.04. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.
- 3.05. The Abatement total is estimated to be approximately \$8,856.00 and should not exceed that amount. The Abatement scale approved is as follows:

Year 1 - 100% Abatement

Year 2 – 80% Abatement

Year 3 – 60% Abatement

Year 4 -- 40% Abatement

Year 5 – 20% Abatement

Passed by the Common Council of the City of Marshall, this 28th day of January, 2020.

	Mayor, City of Marshall
ATTEST:	
City Clerk	

City of Marshall

Tax Abatement

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

Location: 1005 Channel Parkway	Access	Road:
Section: N/A Township: N/A		
Legal Description: Lot 1 Block 1, Ar	derson Addition	
(attach if needed)		
Parcel Width: (feet)	Length: (feet) A	Acres: <u>5.403</u>
Applicant Information (Person):		
Applicant Name: Douglas & Peggy A	<u>Anderson</u>	
Phone: (Work) (507)-532-3613 (Cell)		
E-Mail Address:		
Mailing Address: 2109 280th St Mai		
Applicant Signature:		
Owner Information (Person, prima	ry contact) (If different than	applicant information above):
Owner Name: Douglas & Peggy And	erson Phone	(h) 532-3613 (w)
Mailing Address: PO Box 1231, Mar		
Owner Signature:		
Contractors or Contract for Deed Hole		olication.
Business Entity/Company Informat	ion (If property held by LLC	C, Corp, etc.):
Owner Name:	Phone:	Fax:
Location:		
Type of Company:		
Please attach the following docume		
	•	showing the boundaries of the propos
<u>*</u>	ation of the building(s) and par	• 11
		of building(s), business type and use, train, pedestrian facilities), project timing, a
		(specs if available at time of application.
osimacoa market varae. I 10jec	a remachings of building plans	speed if a variable at time of approaction.

Return Completed Applications to:

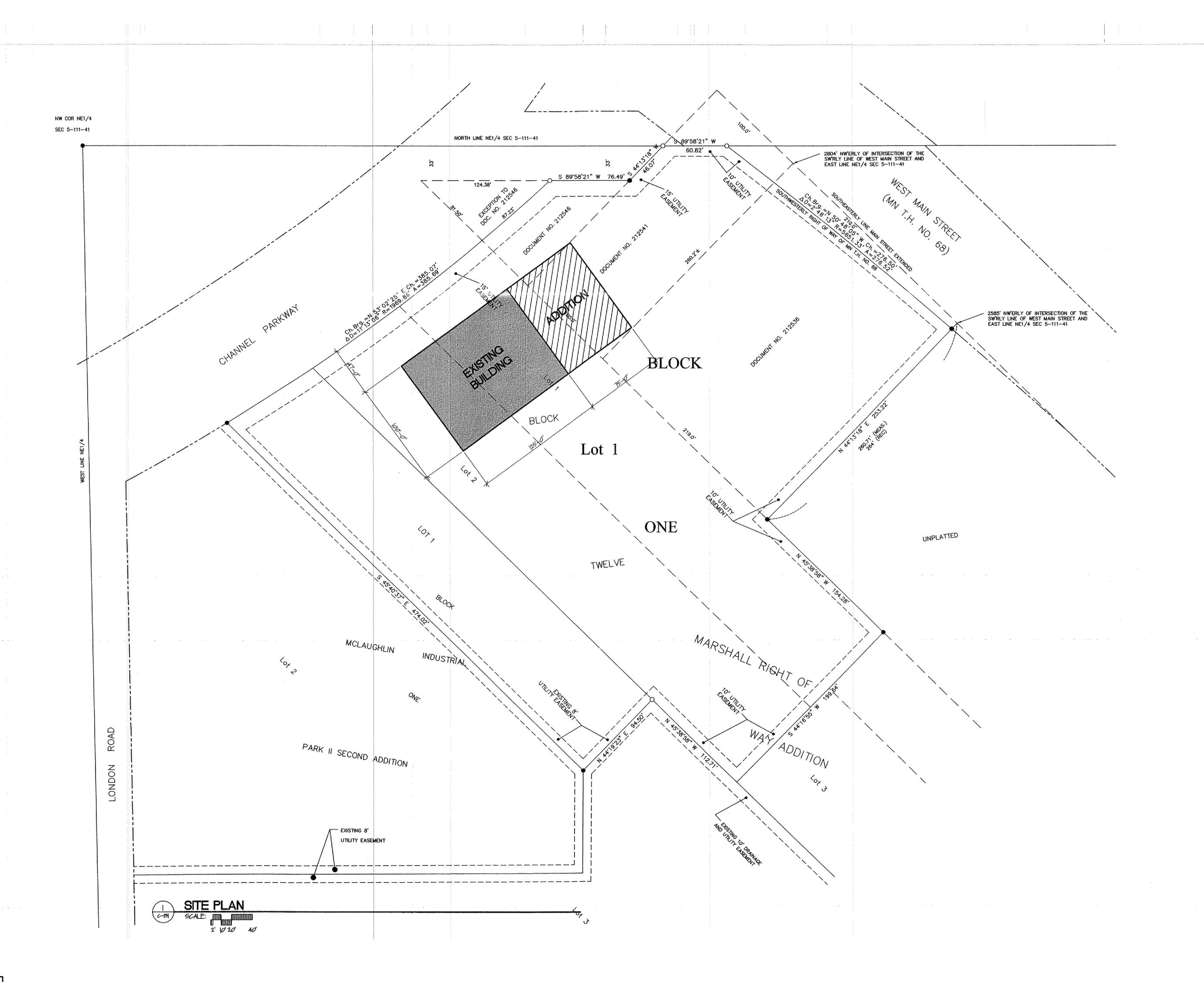
City Clerk City of Marshall 344 West Main St. Marshall, MN 56258

Property Information:

PROJECT

The building is 75' \times 100' one story metal building addition housing metal fabrication business. The project started September 2019 and is in progress.

Item 3. Page 15



MARSHALL MACHINE SHOP INC 1005 CHANNEL PKWY MARSHALL, MN 56258 507 532 3613

ENGAN ASSOCIATES

311 4th Street SW P.O. Box 956

Willmar, MN 56201 320-235-0860 FAX: 320-235-0861

BLADHOLM CONSTRUCTION 704 WEST COLLEGE DRIVE MARSHALL, MN 56258 507 537 9787

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date:8/14/2019LIC. NO. 011505

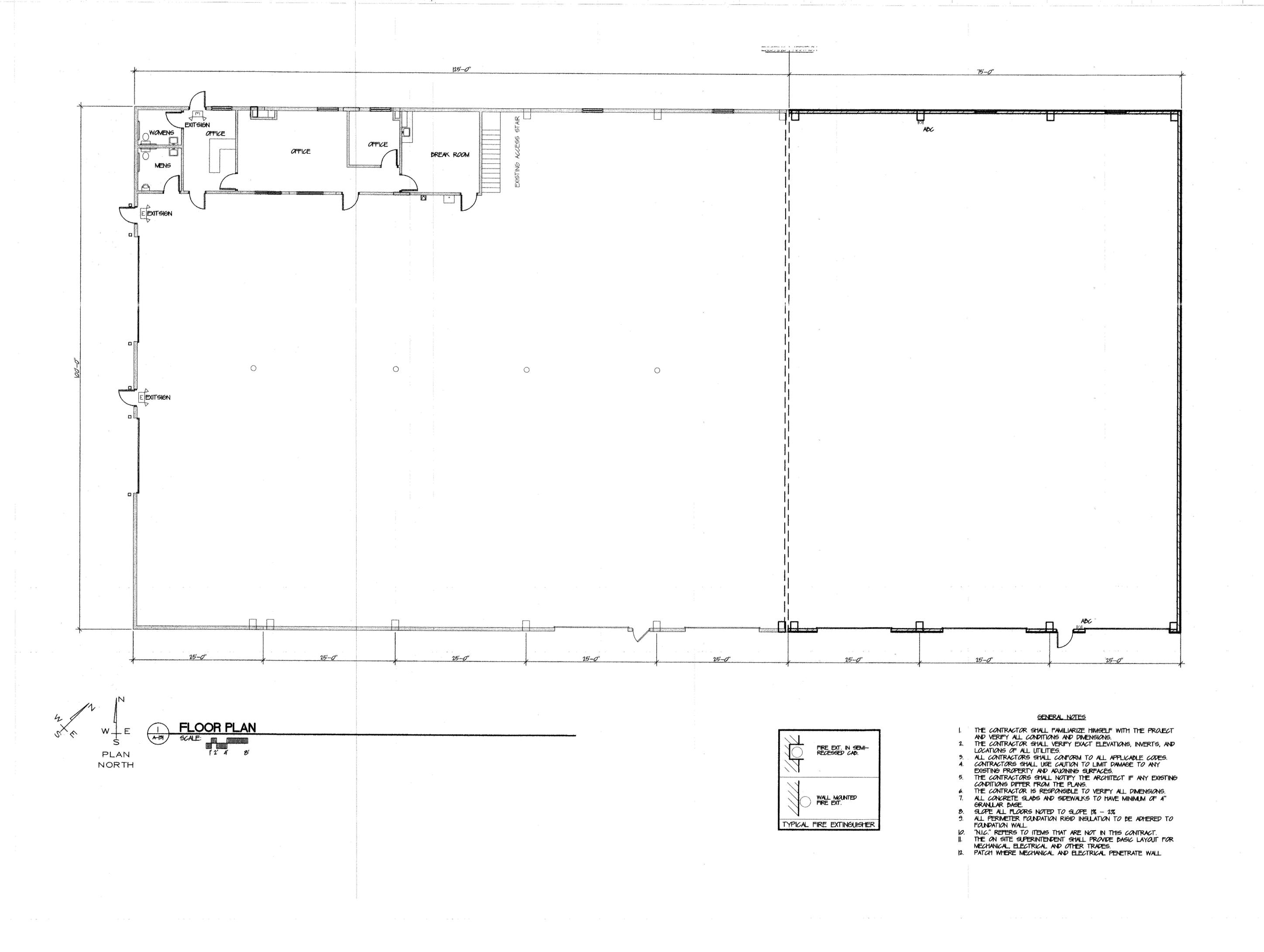
DATE: 8/14/2019 PROJECT # 482.13 CHECKED BY: RK DRAWN BY:

> MARSHALL MACHINE SHOP 2019 ADDITION

MARSHALL, MN

SITE IMPROVEMENT PLAN

C - 131



MARSHALL MACHINE SHOP INC 1005 CHANNEL PKWY MARSHALL, MN 56258 507 532 3613

ENGAN ASSOCIATES

311 4th Street SW P.O. Box 956 Willmar, MN 56201 320-235-0860

BLADHOLM CONSTRUCTION
704 WEST COLLEGE DRIVE

MARSHALL, MN 56258 507 537 9787

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date:7/08/2019LIC. NO. 011505

| Power | Richard P. Engan | Copyright © 2019 | All rights reserved

PROJECT # 482.13 DATE: 7/08/2019

DRAWN BY: CHECKED BY:
OWNER:

MARSHALL
MACHINE SHOP
2019 ADDITION

MARSHALL, MN

FLOOR PLAN

A-131

1/7/2020

https://explorer.pictometry.com/index.php

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CONNECTExplorerTM

USING TNT PROPOSED RATES FOR PAY 2020

CALCULATING THE CURRNET STRUCTURE EMV AS BASE - ONLY HAVING ABATEMENT ON IMPROVEMENT EMV (CITY PORTION ONLY)

	EMV	City Taxes	c	County Taxes	TOTAL TAXES
Base EMV	\$ 850,900.00	\$ 9,493.00	\$	6,052.00	\$ 27,541.00
Improvement EMV	\$ 253,000.00	\$ 2,952.00	\$	1,882.00	\$ 8,732.00
Total EMV	\$ 1,103,900.00	\$ 12,445.00	\$	7,934.00	\$ 36,273.00

																,		
BASED OFF 2020 TNT RATES	1	2	3	4	5	6	7	8		9	10							
year	 2021	2022	2023	2024	2025	2026	2027	2028	1	2029	2030	-						
ENTER % OF ABATEMENT HERE	100%	80%	60%	40%	20%	0%	0%	0%		0%	0%							
Base EMV Captured Taxes	\$ 9,493.00	\$ 9,493.00 \$	9,493.00	\$ 9,493.00	\$ 9,493.00	\$ 9,493.0	0 \$ 9,493.0	0 \$ 9,4	93.00 \$	9,493.00	\$ 9,493.00	•						
Improvement EMV Abated Taxes	\$ 2,952.00	\$ 2,361.60 \$	1,771.20	\$ 1,180.80	\$ 590.40	\$ -	\$ -	\$	- \$	-	\$ -							
Improvement EMV Captured Taxes	\$ -	\$ 590.40 \$	1,180.80	\$ 1,771.20	\$ 2,361.60	\$ 2,952.0	0 \$ 2,952.0	0 \$ 2,9	52.00 \$	2,952.00	\$ 2,952.00							
												TOTAL						
Amout of Abatement	\$ 2,952.00	\$ 2,361.60 \$	1,771.20	\$ 1,180.80	\$ 590.40	\$ -	\$ -	\$	- \$	-	\$ -	\$ 8,856.00	REQUESTED \$\$\$	\$	-	9	5	8,856.00
Amount of Taxes the City recieves	\$ 9,493.00	\$ 10,083.40 \$	10,673.80	\$ 11,264.20	\$ 11,854.60	\$ 12,445.0	0 \$ 12,445.0	0 \$ 12,4	15.00 \$	12,445.00	\$ 12,445.00	\$ 115,594.00	BALANCE OF SPECIALS	ć				
													FORGAVE	Ş	-			
Total Tax Bill (city)	\$ 12,445.00	\$ 12,445.00 \$	12,445.00	\$ 12,445.00	\$ 12,445.00	\$ 12,445.0	0 \$ 12,445.0	0 \$ 12,4	15.00 \$	12,445.00	\$ 12,445.00	\$ 124,450.00	TAX ABATEMENT	\$	-			

USING TNT PROPOSED RATES FOR PAY 2020											
		NG THE CURR					EMV		City Taxes	County Taxes	TOTAL TAXES
	ПА	VIING ADATEN	MEINT ON HVIP	KOVLIVILIVI L	.IVI V	Base EMV	\$	870,800.00	\$ 9,725.00	•	\$ 29,934.00
						Improvement EMV Total EMV	\$		\$ 2,720.00 \$ 12,445.00		\$ 6,339.00 \$ 36,273.00
BASED OFF 2020 TNT RATES	1	2	3	4	5	-					
year	2021	2022	2023	2024	2025	=					
ENTER % OF ABATEMENT HERE	80%	60%	40%	20%	0%						
Base EMV Captured Taxes	\$ 9,725.00	\$ 9,725.00	\$ 9,460.00	\$ 9,460.00	\$ 9,460.00	4					
Improvement EMV Abated Taxes	\$ 2,176.00	\$ 1,632.00	\$ 1,088.00	\$ 544.00	\$ -						
Improvement EMV Captured Taxes	\$ 544.00	\$ 1,088.00	\$ 1,632.00	\$ 2,176.00	\$ 2,720.00						
						TOTAL (10yrs)					
Amout of Abatement	\$ 2,176.00	\$ 1,632.00	\$ 1,088.00	\$ 544.00	\$ -	\$ 5,440.00	REQUESTED \$\$\$		\$ -		\$ 5,440.00
Amount of Taxes the City recieves	\$ 10,269.00	\$ 10,813.00	\$ 11,092.00	\$ 11,636.00	\$ 12,180.00	\$ 116,890.00	1		¢ -		
						_	BALANCE OF SPECIALS I	FORGAVE	ý -		
Total Tax Bill (city)	\$ 12,445.00	\$ 12,445.00	\$ 12,180.00	\$ 12,180.00	\$ 12,180.00	\$ 122,330.00	TAX ABATEMENT		\$ -		



Meeting Date:	Tuesday, January 28, 2020
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Project Z75 / SAP 139-124-004: South 4 th Street Reconstruction Project - Consider Resolution Ordering Preparation of Report on Improvement.
Background Information:	Attached please find the resolution necessary for the initiation of the special assessment procedures for the following project as shown on the attached map.
	PROJECT 275 / SAP 139-124-004: SOUTH 4TH STREET RECONSTRUCTION PROJECT - This project consists of the following: Reconstruction and utility replacement on South 4th Street from the intersection of Elaine Avenue and South 4th Street to the intersection of Country Club Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on entire road. This project will also include new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, a proposed 8' bike path from Kathryn Avenue to Country Club Drive, and new 5' sidewalk on the entire east side.
Fiscal Impact:	All improvements are proposed to be assessed according to the current Special Assessment Policy or Policy amended prior to certification of assessments, including but not limited to, Municipal State Aid System (MSAS), Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER XXXX, SECOND SERIES, which is the "Resolution Ordering Preparation of Report on Improvement" for Project Z75 / SAP 139-124-004: South 4 th Street Reconstruction Project.

Item 4. Page 21

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT

WHEREAS, it is proposed to make improvements under the following projects and to assess the benefited properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429:

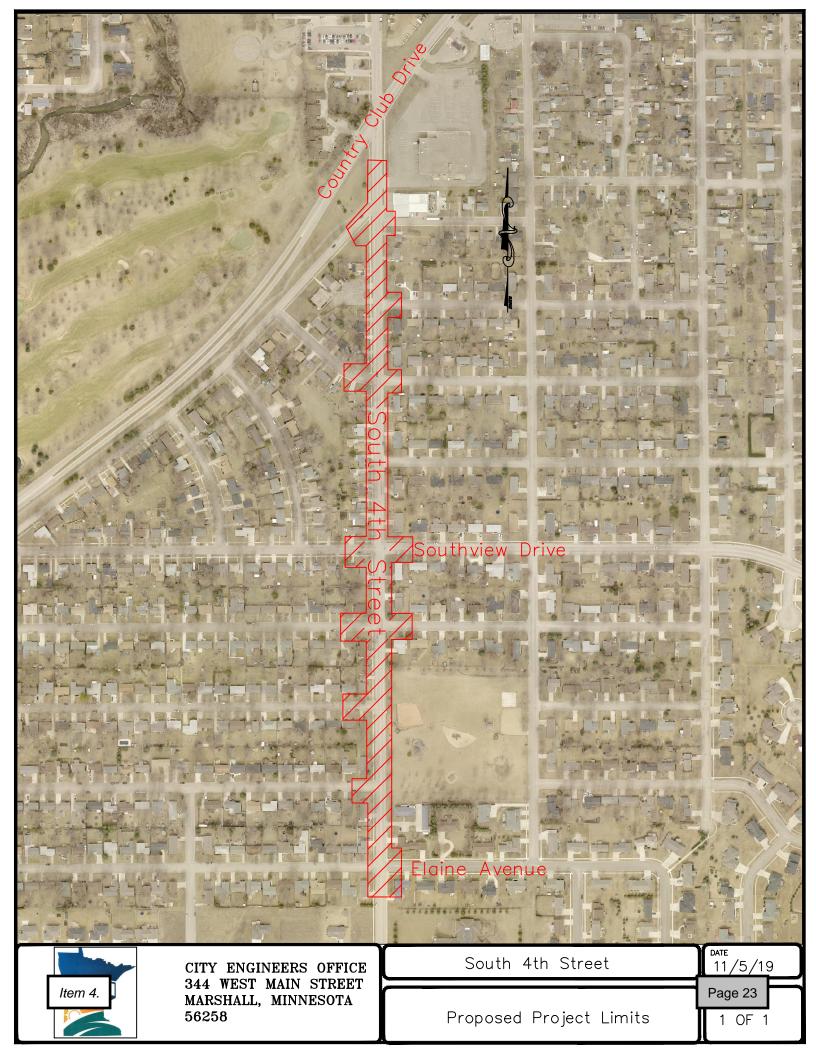
PROJECT 275 / SAP 139-124-004: SOUTH 4TH STREET RECONSTRUCTION PROJECT - This project consists of the following: Reconstruction and utility replacement on South 4th Street from the intersection of Elaine Avenue and South 4th Street to the intersection of Country Club Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on entire road. This project will also include new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, a proposed 8' bike path from Kathryn Avenue to Country Club Drive, and new 5' sidewalk on the entire east side.

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

1. That the proposed improvements be referred to the Director of Public Works/City Engineer and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvements as recommended.

r added and adopted by t	ady of <u>January</u> ,	
ATTEST:	Mayor	
City Clerk		

Passed and adopted by the Council this 28th day of January 2020.





Meeting Date:	Tuesday, January 28, 2020
Category:	NEW BUSINESS
Туре:	INFO/ACTION
Subject:	Project Z76: South 1 st Street Reconstruction Project -Consider Resolution Ordering Preparation of Report on Improvement.
Background Information:	Attached please find the resolution necessary for the initiation of the special assessment procedures for the following project as shown on the attached map.
	PROJECT 276: SOUTH 1ST STREET RECONSTRUCTION PROJECT – This project consists of: Reconstruction of the street and utility replacement on South 1st Street from the intersection of Southview Drive and South 1st Street to the intersection of George Street and South 1st Street; Sanitary sewer main, watermain, and storm sewer replacement. This project will include new curb and gutter, driveway aprons, water services, and sewer services to the Right of Way, and new sidewalk on the West side of South 1st Street from 200' north of George Street to Southview Drive. This project will also include sanitary sewer work in the intersection of DeSchepper Street and South 1st Street.
Fiscal Impact:	All improvements are proposed to be assessed according to the current Special Assessment Policy or Policy amended prior to certification of assessments, including but not limited to, Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER XXXX, SECOND SERIES, which is the "Resolution Ordering Preparation of Report on Improvement" for Project Z76: South 1 st Street Reconstruction Project.

Item 5. Page 24

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT

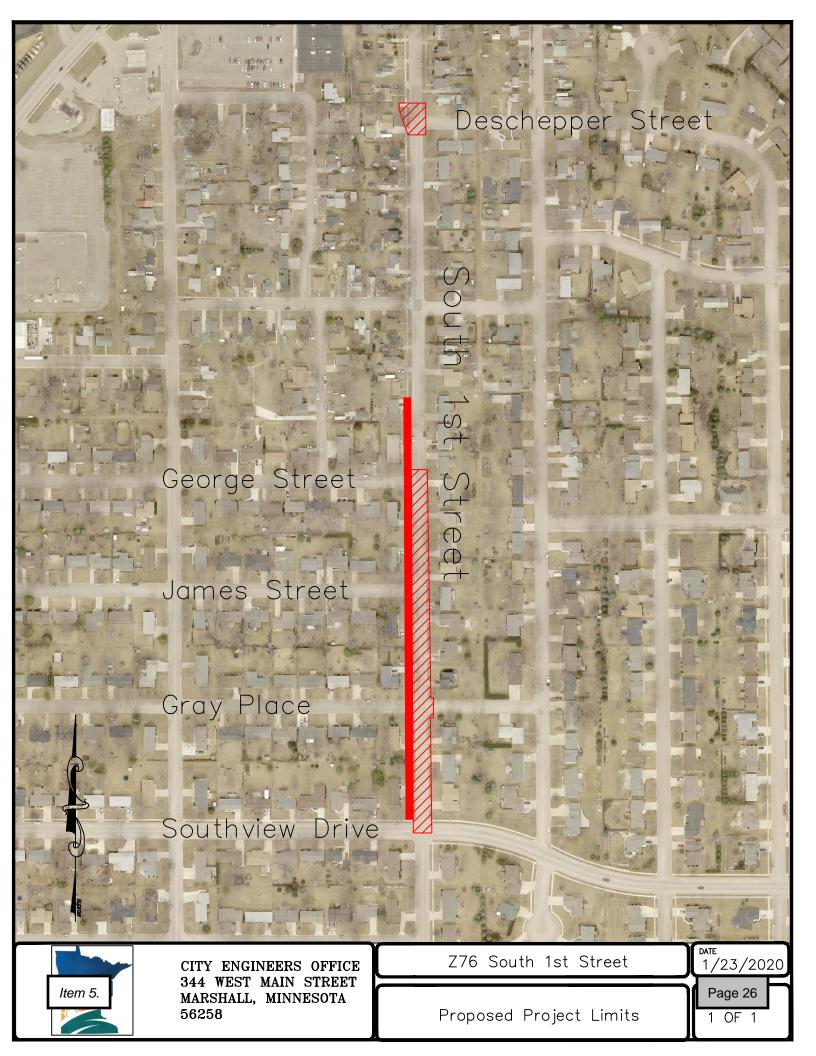
WHEREAS, it is proposed to make improvements under the following projects and to assess the benefited properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429:

PROJECT Z76: SOUTH 1ST STREET RECONSTRUCTION PROJECT – This project consists of: Reconstruction of the street and utility replacement on South 1st Street from the intersection of Southview Drive and South 1st Street to the intersection of George Street and South 1st Street; Sanitary sewer main, watermain, and storm sewer replacement. This project will include new curb and gutter, driveway aprons, water services, and sewer services to the Right of Way, and new sidewalk on the West side of South 1st Street from 200' north of George Street to Southview Drive. This project will also include sanitary sewer work in the intersection of DeSchepper Street and South 1st Street.

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

1. That the proposed improvements be referred to the Director of Public Works/City Engineer and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvements as recommended.

Passed and adopted by the Council th	is <u>28th</u> day of <u>January</u> , 20 <u>20</u> .
ATTEST:	Mayor
City Clerk	





Meeting Date:	Tuesday, January 28, 2020
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for Marshall Area Chamber of Commerce.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce to use at the Southwest Tour and Travel, 1500 Travis Rd., on February 20, 2020
Fiscal Impact:	\$30.00
Alternative/ Variations:	Non recommended
Recommendations:	To approve a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce to use at Southwest Tour and Travel, 1500 Travis Rd., on February 20, 2020.

Item 6. Page 27



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

Name of organization		Date organized		Tax exempt number
Marshall Area Chamber of Commerce		2/11/1930		294-0
Address	City	<u></u>	tate	Zip Code
118 W. College Dr.	Marshall	N	1N	56258
Name of person making application		Business phone		Home phone
Brad Gruhot		507-532-4484		
Date(s) of event	Type of org	janization 🔲 Mi	crodistiller	y 🔲 Small Brewer
Feb. 20th, 2020	☐ Club	Charitable] Religious	
Organization officer's name	City	<u></u>	tate	Zip Code
Mike Fox	Marshall	N	1N	56258
Organization officer's name	City	S	tate	Zip Code
		N	IN ,	
Organization officer's name	City	S	tate	Zip Code
		N	1N	
Organization officer's name	City		tate	Zip Code
		N	۸N	
If the applicant will contract for intoxicating liquor service give to No. If the applicant will carry liquor liability insurance please provide No.	;			
A	PPROVAL			
APPLICATION MUST BE APPROVED BY CITY OR COUNTY I	BEFORE SUBMITTIN			NFORCEMENT
Mordall		1-28-20	Date Appro	avad
City or County approving the license		2-20-20		oved
Fee Amount		00 00 00	Permit Da	ate
1-13-2020		Kyle, boxte	2011	narshall.mn.us
Date Fee Paid		City or C	ounty E-n	nail Address
		207-537-6	775	ana Number
-/4////		City or C	ounty Pho	one Number
Signature City Clerk or County Official	Approve	ed Director Alcoho	l and Gam	bling Enforcement
CLERKS NOTICE: Submit this form to Alcohol and Gambling Enfo				
				_
ON ION PER EMAIL, APPLICATION ONLY. PLI Item 6. IDE A VALID E-MAIL ADDRESS FOR THE CITY/CO	OUNTY AS ALL	TEMPORARY PE	RMIT APPI	ROVALS WILI Page 28

VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE



Meeting Date:	Tuesday, January 28, 2020
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Consider LG220 Application for Exempt Permit for Holy Redeemer Church of Marshall
Background Information:	This LG220 application of Exempt Permit is for Holy Redeemer Church of Marshall to hold a raffle on April 17, 2020 at Bello Cucina – Banquet Room, 100 W. College Dr.
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to Holy Redeemer Church of Marshall to hold a raffle on April 17, 2020 at Bello Cucina – Banquet Room, 100 W. College Dr., Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

Item 7. Page 29

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- · conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION			
Organization Name: Holy Redeemer Church Marshall	Previous Gambling Permit Number:		
Minnesota Tax ID Number, if any:	Federal Employer ID Number (FEIN), if any		
Mailing Address: 503 W Lyon St			
City: Marshall	State: MN Zip: 56258 County: Lyon		
Name of Chief Executive Officer (CEO): Fr. Mark S	Steffl		
CEO Daytime Phone: 507-532-5711	CEO Email: msteffl@holy-redeemer.com (permit will be emailed to this email address unless otherwise indicated below)		
Email permit to (if other than the CEO): Inelson@	· · · · · · · · · · · · · · · · · · ·		
NONPROFIT STATUS			
Type of Nonprofit Organization (check one):			
Fraternal	Veterans Other Nonprofit Organization		
Attach a copy of one of the following showing	proof of nonprofit status:		
(DO NOT attach a sales tax exempt status or feder	al employer ID number, as they are not proof of nonprofit status.)		
A current calendar year Certificate of Good Standing Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103 IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following: 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and 2. the charter or letter from your parent organization recognizing your organization as a subordinate.			
GAMBLING PREMISES INFORMATION			
Name of premises where the gambling event will be (for raffles, list the site where the drawing will take Physical Address (do not use P.O. box): 100 W. Co	e place):Bello Cucina - Banquet Facility		
	onege Bi		
Check one: ✓ City: Marshall	Zip: MN County: Lyon		
	Zip: County:		
Date(s) of activity (for raffles, indicate the date of	the drawing): April 17, 2020		
Check each type of gambling activity that your org	anization will conduct:		
Bingo Paddlewheels	Pull-Tabs Tipboards ✓ Raffle		
Gambling equipment for bingo paper, bingo boo	ards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained bling Control Board. EXCEPTION: Bingo hard cards and bingo ball sel		
Item /. be borrowed from another organization	ion authorized to conduct bingo. To find a licensed distributor, go to deer the <i>List of Licensees</i> tab, or call 651-539-1900.		

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGME the Minnesota Gambling Control Board)	NT (required before submitting application to		
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township		
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.		
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). The application is denied.	The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. The application is denied.		
Print City Name: Morshall	Print County Name:		
Signature of City Personnel:	Signature of County Personnel:		
Title:	Title: Date:		
The city or county must sign before submitting application to the	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name:		
Gambling Control Board.	Signature of Township Officer:		
	Title: Date:		
CHIEF EXECUTIVE OFFICER'S SIGNATURE (requ	ired)		
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days	ate to the best of my knowledge. I acknowledge that the financial of the event date.		
Chief Executive Officer's Signature: (Signature must be CEO's signature	re; designee may not sign)		
Print Name: Fr. Mark Steffl			
REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS		
Complete a separate application for: • all gambling conducted on two or more consecutive days; or	Mail application with: a copy of your proof of nonprofit status; and		
 all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day. Financial report to be completed within 30 days after the 	application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100 ; otherwise the fee is \$150 . Make check payable to State of Minnesota .		
gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.	To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113		
Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.		

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Item 7.

This form will be made available in alternative format (i.e. large print, braille) upon request.



Meeting Date:	Tuesday, January 28, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider LG220 Application for Exempt Permit for United Way of Southwest Minnesota.
Background Information:	This LG220 application of Exempt Permit is for United Way of Southwest Minnesota to hold a raffle on April 30, 2020 at Bello Cucina – Banquet Room, 100 W. College Dr.
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to United Way of Southwest Minnesota to hold a raffle on April 30, 2020 at Bello Cucina – Banquet Room, 100 W. College Dr., Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

Item 8. Page 32

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- · conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION	
Organization Name: UNITED WAY OF SOUTHWEST M	Previous Gambling 4INNESOTA Permit Number:
Minnesota Tax ID Number, if any:	Federal Employer ID Number (FEIN), if any:
Mailing Address: PO BOX 41	
City: MARSHALL	State: MN Zip: 56258 County: LYON
Name of Chief Executive Officer (CEO): SARAH	KICMAL
CEO Daytime Phone: 507-929-2273	CEO Email: SARAH.KICMAL@UNITEDWAYSWMN.ORG (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO):	
NONPROFIT STATUS	
Type of Nonprofit Organization (check one):	
Fraternal Religious	✓ Other Nonprofit Organization
Attach a copy of <u>one</u> of the following showing	g proof of nonprofit status:
(DO NOT attach a sales tax exempt status or feder	ral employer ID number, as they are not proof of nonprofit status.)
IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or If your organization falls under a parent 1. IRS letter showing your parent orga	ate from: Services Division Secretary of State website, phone numbers: www.sos.state.mn.us 651-296-2803, or toll free 1-877-551-6767
GAMBLING PREMISES INFORMATION	N
Name of premises where the gambling event will be (for raffles, list the site where the drawing will take Physical Address (do not use P.O. box): 207 W M	te place):THE MERCANTILE AT BELLO'S
Check one: City: MARSHALL	Zip: <u>56258</u> County: <u>LYON</u>
	Zip: County:
Date(s) of activity (for raffles, indicate the date of Check each type of gambling activity that your org	
Bingo Paddlewheels	Pull-Tabs Tipboards Raffle
requipment for bingo paper, bingo boots litem 8. Item 8. Item 8.	pards, raffle boards, paddlewheels, pull-tabs, and tipboards must be on the list of Licensees tab. or call 651-539-1900.

CITY APPROVAL for a gambling premises located within city limits The application is acknowledged with no waiting period. The application is acknowledged with a 30-day waiting period, and allows the Board to Issue a permit after 30 days [66 days for a 1st class city). The application is denied. Print City Name: Signature of City Personnel: Title: Date: The city or county must sign before submitting application to the Gambling Control Board. The city or county must sign before submitting application to the Gambling Control Board. The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financia report will be completed and returned to the Board accurate to the best of my knowledge. I acknowledge that the financia report will be completed on one day. Signature: (Signature: Signature of County Personnel: Title: Date: Title: Date: Township (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity with the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349,213.) Print Township Name: Signature of Township Officer: Title: Date: CHIEF EXECUTIVE OFFICER'S SIGNATURE (required) The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financia report will be completed and returned to the Board within 30 days of the event date. Signature of County Personnel: Title: Date: Township Name: Signatur	LOCAL UNIT OF GOVERNMENT ACKNOWLEDGM the Minnesota Gambling Control Board)	ENT (required before submitting application to		
The application is acknowledged with no waiting period. The application is acknowledged with a 30-day waiting period, and allows the Board to Issue a permit after 30 days (60 days for a 1st class city). The application is denied. Print City Name: Signature of City Personnel: Title: Date: The City or county must sign before submitting application to the Gambling Control Board. The City or county must sign before submitting application to the Gambling conducted and returned to the Board within 30 days after the gambling conducted on two or more consecutive days; or all gambling conducted on one day. Fint County Personnel: Title: Date: Title: Date: Township (if required by the county) On behalf of the township, 1 acknowledge that the organization is application, per Minn. Statutes, section 349.213.) Print Township Name: Signature of Township Officer: Title: Date: CHIEF EXECUTIVE OFFICER'S SIGNATURE (required) The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date. Chief Executive Officer's Signature: (Signature must be CEO's signature; designee may not sign) MAIL APPLICATION AND ATTACHMENTS Mail application with: a copy of your proof of nonprofit status; and application fee is \$100; otherwise the fee is \$150. Mail application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board at County Road B, Suite 300 South Roseville, MN \$5113 Questions?	CITY APPROVAL for a gambling premises	for a gambling premises		
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Print County Name: Signature of City Personnel: Signature of County Personnel:	period, and allows the Board to issue a permit after 30 days	The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after		
Signature of City Personnel: Title:	The application is denied.	The application is denied.		
Title:	Print City Name:	Print County Name:		
TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: Signature of Township Officer: Title: Date: CHIEF EXECUTIVE OFFICER'S SIGNATURE (required) The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financia report will be completed and returned to the Board within 30 days of the event date. Chief Executive Officer's Signature: (Signature must be CEO's signature; designee may not sign) MAIL APPLICATION AND ATTACHMENTS Mail application with: a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Questions? Call the Licensing Section of the Gambling Control Board at	Signature of City Personnel:	Signature of County Personnel:		
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required) The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financia report will be completed and returned to the Board within 30 days of the event date. Chief Executive Officer's Signature: Clief Executive Officer's Signature: (Signature must be CEO's signature; designee may not sign) Print Name: REQUIREMENTS MAIL APPLICATION AND ATTACHMENTS Mail application with: a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Questions? Call the Licensing Section of the Gambling Control Board at	The city or county must sign before submitting application to the	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name:		
The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date. Chief Executive Officer's Signature: Chief Executive Officer's Signature: (Signature must be CEO's signature; designee may not sign) Print Name: REQUIREMENTS MAIL APPLICATION AND ATTACHMENTS Mail application with: a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Questions? Call the Licensing Section of the Gambling Control Board at		Title: Date:		
report will be completed and returned to the Board within 30 days of the event date. Chief Executive Officer's Signature: (Signature must be CEO's signature; designee may not sign) Print Name: REQUIREMENTS Complete a separate application for: all gambling conducted on two or more consecutive days; or all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board Your organization must keep all exempt records and reports for A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Gambling Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section of the Cambridge Control Board at the Licensing Section	CHIEF EXECUTIVE OFFICER'S SIGNATURE (req	uired)		
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Your organization must keep all exempt records and reports for Call the Licensing Section of the Gambling Control Board at	 all gambling conducted on two or more consecutive days; or all gambling conducted on one day. Only one application is required if one or more raffle drawings ar conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control 	a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113		
Data privacy notice: The information requested application. Your organization's name and ment of Public Safety; Attorney General;	3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Call the Licensing Section of the Gambling Control Board at 651-539-1900.		

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information

The Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Item 8.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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Meeting Date:	Tuesday, January 28, 2020
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	2020 Lifesavers Conference
Background	
Information:	Officer Chris Kruk has been invited by the MN Office of Traffic Safety to attend the 2020 Lifesavers Conference being held in Tampa, Florida from March 14 th thru March 17 th , 2020. Officer Kruk has worked hard with our Towards Zero Death (TZD) Program and continues to work close with the state coordinator which has earned him this opportunity. This invitation was given to three officers in the southern half of Minnesota. All expenses will be covered for the conference by the Office of Traffic Safety (flight, meals, lodging, travel etc.). Officer Kruk personally will be reimbursed by the OTS and no expenses will flow through the City of Marshall. The commitment the City of Marshall will have associated to the conference will be approximately 26 hours of Officer Kruk's time in training. We can cover Officer Kruk's shifts without overtime and by him trading shifts with other officers. In the letter received from the Office of Traffic Safety it highlights Chris's commitment to traffic safety and the fact he has earned this trip through consistent outstanding work.
	11.4 AUTHORIZATION FOR IN AND OUT OF STATE TRAVEL Employee travel for operational, training, professional development, or other business-related purposes must be pre-approved by the Division Director and City Administrator. City Council approval is required for travel requiring airfare or non-budgeted out of state travel. Attendance at training or conferences out of state may be approved only if the training or conference is not available locally. Authorization must be granted prior to incurring the actual expenses.
Fiscal Impact:	Training hours
Alternative/ Variations:	
Recommendations:	Approve the out of state travel for Corporal Chris Kruk to attend the 2020 Lifesavers Conference.

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2020 Tentative Schedule at a Glance and Exhibit Hours

Saturday, March 14

Preconference Trainings (pre-registration required)

11:00 a.m. - 6:00 p.m.

Registration Open

11:00 a.m. - 6:00 p.m.

Sign up for Peer Exchange Groups

12:00 - 6:00 p.m.

Exhibit Setup

3:00 - 6:00 p.m.

Traffic Safety Scholars Panel Discussion and Reception (invitation only)

Sunday, March 15

7:30 a.m. - 5:00 p.m.

Registration Open

7:30 - 11:00 a.m.

Exhibit Setup

7:30 a.m. - 1:30 p.m.

Sign up for Peer Exchange Groups

8:00 - 8:30 a.m.

Morning Coffee

8:30 - 10:15 a.m.

Opening Plenary

10:30 a.m. - 12:00 p.m. 1st Workshop Session

12:00 - 5:00 p.m.

Exhibit Hall Open

12:00 - 1:30 p.m.

Lunch in Exhibit Hall 2nd Workshop Session

1:30 - 3:00 p.m. 3:00 - 4:00 p.m.

Networking Hour (Complimentary Refreshments) in Exhibit Hall

4:00 - 5:00 p.m.

3rd Workshop Session & Peer Exchange Groups

5:15 - 8:00 p.m.

Networking Groups (rooms are available on a first-come, first-served basis for

information discussion groups. Email Lofgren@meetingsmgmt.com to reserve a room.)

Monday, March 16

7:30 a.m. – 5:00 p.m.

Registration Open

8:00 a.m. - 4:30 p.m.

Exhibit Hall Open (closed during Awards Luncheon)

8:00 - 8:45 a.m.

Continental Breakfast in Exhibit Hall

9:00 - 10:30 a.m.

4th Workshop Session

10:30 - 10:45 a.m.

Break

10:45 a.m. – 12:15 p.m. 5th Workshop Session

12:30 - 2:00 p.m.

Public Service Awards Luncheon

2:15 - 3:45 p.m.

6th Workshop Session

3:45 - 4:30 p.m.

Complimentary Refreshments and Networking in Exhibit Hall

4:30 p.m.

Exhibitor Move out

4:30 - 8:00 p.m.

Networking Groups (rooms are available on a first-come, first-served basis for

information discussion groups. Email Lofgren@meetingsmgmt.com to reserve a room.)

Tuesday, March 17

7:45 - 8:45 a.m.

Traffic Safety Scholars Debriefing Meeting (invitation only)

8:30 - 9:00 a.m.

Morning Coffee

8:30 a.m. - 1:00 p.m.

9:00 – 10:30 a.m.

Registration Open 7th Workshop Session

10:30 - 10:45 a.m.

Break

10:45 a.m. - 12:15 p.m. 8th Workshop Session

12:30 - 1:30 p.m.

Closing Plenary Luncheon



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	MERIT Center/State of Minnesota Amendment of Lease No. 3
Background	This is a renewal of an existing lease that has been in place between the City of Marshall and
Information:	the State of Minnesota Department of Public Safety. The lease allows for the Driver and Vehicle Services (DVS) to utilize the driving track and skills pad to perform commercial driver's license skills testing and motorcycle testing at the MERIT Center.
	Prior to the lease agreement, the DMV conducted the CDL exams on the public roadway within the City of Marshall at no cost. Due to concerns brought forward by businesses in the area where the tests were issued, the DMV was asked to stop giving the exams on the public streets. To accommodate the request, the DMV no longer provided CDL testing out of the Marshall regional office and required all CDL tests to be administered in neighboring regional cities.
	With a goal to bring CDL and motorcycle testing back to the City of Marshall, an agreement was made to allow the DMV to lease the MERIT Track for a cost not to exceed \$1,500.00. In 2018, a total of 251 exams were given by the DMV.
	In an effort to reduce costs associated with snow removal to the MERIT CENTER, the DMV will only utilize the MERIT Track when it is plowed on the MERIT Center's schedule. During the winter months, CDL exams may be administered on public roads within the City of Marshall.
Fiscal Impact:	NA NA
Alternative/ Variations:	
Recommendations:	Approve the Amendment of Lease No. 3 between the City of Marshall and Department of Public Safety, Driver and Vehicle Services.

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STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 3

Lease No. PS0365

THIS AMENDMENT, made by and between <u>City of Marshall, 344 West Main Street, Marshall, MN 56258</u>, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the <u>Department of Public Safety, Driver and Vehicle Services</u>, shall be an amendment to Lease No. <u>PS0365</u>.

WHEREAS, LESSOR and LESSEE entered into Lease No. <u>PS0365</u>, involving the lease of <u>an area</u> described as the driving track and skills pad to perform commercial driver's license skills testing and motorcycle testing at the Marshall MERIT Center located at 1000 West Erie Road, Marshall, MN 56258 in the county of Lyon.

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. <u>PS0365</u> effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of <u>one (1) year</u>, commencing <u>March 1, 2020</u> and continuing through <u>February 28, 2021</u> ("Renewal Term"), at the same terms, conditions and rental rate.

2. **RENT**

- 2.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease, LESEE agrees to pay to LESSOR a rental rate of <u>One hundred twenty five and no/100 dollars (125.00)</u> per month, resulting in a total rental amount not to exceed <u>one thousand five hundred and no/100 dollars (\$1,500.00)</u> per year due and payable monthly on the last day of each month.
- 3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR: CITY OF MARSHALL LESSOR certifies that the appropriate person(s) have executed the Lease on behalf of LESSOR as required by applicable articles, bylaws, resolutions or ordinances.	LESSEE: STATE OF MINNESOTA DEPARTMENT OF ADMINISTRATION COMMISSIONER Delegated To:
Ву	
Title	By
Date	Title
	Date
By	
Title	APPROVED: STATE OF MINNESOTA
Date	DEPARTMENT OF PUBLIC SAFETY
	By
	Title
	Date
	STATE ENCUMBRANCE VERIFICATION Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.
	Ву
	Date
	Contract No



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020
Category:	CONSENT AGENDA
Туре:	INFO/ACTION
Subject:	Consider Authorization to Advertise for Consulting Services for the Southwest Minnesota Regional Airport.
Background Information:	Consultant selection for assistance in the completion of airport projects included in the Capital improvement Plan for the Airport must be performed every 5-years to satisfy FAA requirements. The current TKDA Professional Services Agreement expired on December 31, 2019. Any future Project Authorizations will be subject to going through the consultant selection process and executing a new Professional Services Agreement. Attached is an example Request for Qualifications.
Fiscal Impact:	None at this time.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	That the Council authorize advertisement for airport consultant services, per FAA requirements, for the period 01/01/2020-12/31/2024.

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REQUEST FOR QUALIFICATIONS (RFQ) AIRPORT CONSULTANT SERVICES SOUTHWEST MINNESOTA REGIONAL AIRPORT MARSHALL, MINNESOTA

The City of Marshall desires to retain the professional services of a qualified airport consulting firm (or team) for a five-year period to assist the Southwest Minnesota Regional Airport (MML) in the completion of airport projects included in the Capital Improvement Plan (CIP). Projects undertaken will meet the requirements of all applicable laws, rules, regulations, and codes.

The required professional services includes architectural and engineering (preliminary, design, bidding, construction, and closeout phase), land acquisition, and other related special services to complete projects listed on the CIP.

Subject to receipt of Federal Aviation Administration (FAA) and MnDOT Aeronautics funding, the following CIP projects may be initiated within this consultant selection period:

- Acquire Land in the Runway Approach
- Wildlife Management Plan Update
- Acquire Snow Removal Equipment
- Design and Construct Dual Use ARFF and Maintenance Equipment Facility
- Design and Construct Corporate Hangar Facility
- Construct Hangar Site Taxilanes and T-Hangars
- Construct Parking Lot, Access Roads
- Install Airport Perimeter Fencing and Access Gates
- Install Airfield Lighting & Navigational Aids
- Rehabilitate Airfield Pavements
- Conduct Environmental Assessment to Extend Runway 2/20 and Taxiway B
- Construct Runway 2/20 and Taxiway B Extension
- Conduct Miscellaneous Studies for the Above Listed Projects

Projects are expected to follow all applicable requirements of FAA Advisory Circulars. All services must meet the current requirements for FAA funded projects. The work may be accomplished during the course of multiple grants and work orders.

To facilitate review, submissions should conform to the following format and include:

- 1. **Experience of the Firm**: Provide description of your firm's prior experience and qualifications in airport architectural, engineering, and land acquisition projects similar in scope to the Southwest Minnesota Regional Airport.
- 2. **Project Team**: Identify proposed team members, responsibilities, background, and experience.
- 3. **Project Approach**: Describe your understanding and knowledge of the Airport and approach to projects listed on the CIP.
- 4. **References**: Provide name and contact information for at least three (3) references of similar size airports familiar with the quality of work by your firm.
- 5. **Other Supporting Data**: Include any other information you feel to be relevant to the selection of your firm.

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The Statement of Qualifications (SOQ) shall be limited to 20 pages in length, excluding cover(s) and cover letter.

The following criteria will be used in screening, ranking and selecting the successful firm:

- 1. Qualification of the Firm and Key Personnel (20 points)
- 2. Demonstrated Understanding of Airport Needs (20 points)
- 3. Experience on Comparable Projects (20 points)
- 4. Ability to Provide Responsive Service to the Airport (20 points)
- 5. Experience with State and Federal Grant Programs and Requirements (20 points)

A qualification based selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized to select the most qualified firm. Fee information will not be considered in the selection process and must not be submitted with the SOQ.

The selection committee will review and rank the SOQ's submitted based on the selection criteria. The City may directly select the most qualified firm, or develop a short-list and conduct interviews.

The City intends to retain the selected firm for five years after the date of the initial contract for this procurement period. Fees will be negotiated as individual project contracts are initiated. Contracts are subject to Federal contract provisions found on the FAA's website. http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

Interested firms must submit five (5) hard copies and digital PDF copy of the Statement of Qualifications no later than 3:00 p.m. on February 28, 2020 to:

City of Marshall 344 West Main Street Marshall, MN 56258

Envelopes should be clearly marked as "Airport Consultant Statement of Qualifications".

All questions regarding this RFQ should be directed to: Office of the Director of Public Works/City Engineer at 507-537-6773.

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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Consider Engagement Letter for Audit Services for 2019 Financial Statements
Background Information:	The Engagement Letter is an annual approval which sets forth the understanding between the City and our Auditors. Per the agreement the estimated fees for 2019 audit services is \$34,200 for the audit of the City's Basic Financial Statements, and the Single Audit.
Fiscal Impact:	
Alternative/	
Variations:	
Recommendations:	Approve the Engagement Letter for BerganKDV to perform the audit services for the City of Marshall's 2019 Financial Statements and Single Audit.

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January 23, 2020

City of Marshall The Honorable Mayor and City Council Annette Storm 344 W Main Street Marshall, MN 56258

Dear Honorable Mayor and City Council:

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Summary of Engagement Terms:

Level of Attest Service: Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book Audit) and Federal Single Audit

Financial Statements: Governmental activities, business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information

Financial Reporting Framework: Accounting Principles Generally Accepted in the United States of America

Period: As of and for the Year Ended December 31, 2019

Required Supplementary Information: Management's Discussion and Analysis (MD&A), Schedule of Changes in Total OPEB Liability and Related Ratios, Schedule of City's and Non-employer's Proportionate Share of Net Pension Liability - GERF and PEPFF Retirement Funds, Schedule of City Contribution

Supplementary Information:

- Combining and Individual Fund Financial Statements and Schedules/Supplemental Schedules: Opinion in relation to the financial statements as a whole
- Introductory Section and Statistical Section of the Comprehensive Annual Financial Report:

Engagement Partner: Nancy Schulzetenberg

Fees: We estimate our fees for services will be \$34,200 for the audit of the City's Basic Financial Statements, and the Single Audit if necessary.

Non-attest Services: N/A

We appreciate the opportunity to be of service to you and believe this letter and attached **audit engagement agreement** accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter and as further detailed in the attached **audit engagement agreement**, please acknowledge your acceptance by signing and returning it to us.

I have read and I agree to the summary of engagement terms listed above and the terms in the attached audit engagement agreement.

Sincerely,	Acknowledged by:
Nancy Schulzetenberg	
Nancy Schulzetenberg , Certified Public Accountant BerganKDV	Title:

This agreement is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we are to provide.

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The required RSI is identified in the summary of engagement terms and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information.

AUDIT OBJECTIVES

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and to report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. The objective also includes reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

AUDIT PROCEDURES - GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES - INTERNAL CONTROL

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These non-attest services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

We may provide other non-attest services, as identified in the summary of engagement terms. These services may not be fully covered under this engagement agreement and may be billed separately under other agreements with you.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

MANAGEMENT RESPONSIBILITIES

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities and for helping to ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary of prior audit findings should be available for our review during our field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is stated fairly in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the non-attest services identified in the summary of engagement terms and any other non-attest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-attest

services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

THIRD-PARTY SERVICE PROVIDERS

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

ENGAGEMENT ADMINISTRATION, FEES, AND OTHER

We understand that your employees will prepare all cash, accounts receivable or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid

30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

You may request that we perform additional services not contemplated by this engagement agreement or summary of engagement terms. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement agreement and summary of engagement terms covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement agreement and summary of engagement terms.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

This engagement agreement and summary of engagement terms includes your authorization for us to supply you with electronically formatted financial statements or drafts of financial statements, financially sensitive information, spreadsheets, trial balances or other financial data from our files, upon your request.

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Additionally, if you include our report or a reference to our Firm name in an electronic format, you agree to provide the complete electronic communication using or referring to our name to us for our review and approval prior to distribution.

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

Any disputes between us that arise under this agreement, or for a breach of this agreement, or that arise out of any other services performed by us for you, must be submitted to nonbinding mediation before either of us can start a lawsuit against the other. To conduct mediation, each of us shall designate a representative with authority to fully resolve any and all disputes, and those representatives shall meet and attempt to negotiate a resolution of the dispute. If that effort fails, then a competent and impartial third party acceptable to each side shall be appointed to hold and conduct a nonbinding mediation proceeding. You and we will equally share in the expenses of the mediator and each of us will pay for our own attorneys' fees, if any. No lawsuit or legal process shall be commenced until at least 60 days after the mediator's first meeting with the parties.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within 24 months after the date of our report. This 24-month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least 60 days before the expiration of this 24-month period, then the period of limitation shall be extended by 60 days, to allow the parties of conduct nonbinding mediation.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

You agree that it is appropriate to limit the liability of BerganKDV, its shareholders, directors, officers, employees and agents to the fullest extent permitted by applicable law.

You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney's fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement.

SEVERABILITY

If any portion of this engagement agreement and summary of engagement terms is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this engagement agreement and summary of engagement terms shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of the engagement agreement and summary of engagement terms shall remain in full force and effect.

POWER AND AUTHORITY

Each of the parties hereto has all requisite power and authority to execute and deliver this engagement agreement and summary of engagement terms and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our 2017 peer review report is attached as follows.



Report on the Firm's System of Quality Control

October 16, 2017

To the Partners of BerganKDV, Ltd. and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

211 S. 84th Street Lincoln, NE 68510 www.bmgcpas.com Phone: 402.483.7781 Fax: 402.483.5198 Email: info@bmgcpas.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. in effect for the year ended March 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. BerganKDV, Ltd. has received a peer review rating of pass.

BMG Certified Public Accountants, LLP

BMG

Lincoln, Nebraska



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Consider approval of the bills/project payments
Background	Staff encourages the City Council Members to contact staff in advance of the meeting regarding
Information:	these items if here are questions. Construction contract questions are encouraged to be
	directed to Director of Public Works Glenn Olson at 537-6773 or Finance Director Karla Drown at 537-6764
Fiscal Impact:	
Alternative/	
Variations:	
Recommendations:	That the following bills and project payments be authorized for payment

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1/16/2020 4:49 PM REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 07200 EFT Payments

VENDOR SET: 01

UND : 101 GENERAL FUND

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 0151 POLICE ADMINISTRATION BANK: AP

PAGE: 1

G/L ACCOUNT NAME VENDOR NAME ITEM # DESCRIPTION EFT # AMOUNT ------01-1633 MARSHALL MUNICIPAL UTIL 101-50151-3386 STORM WATER U 11/26-12/26/19 003057 I-202001154255 01-4549 A & B BUSINESS, INC 003070 101-50151-3405 MAINTENANCE A CT2910-01, 03/06-12/30/19 164.45 I-IN687071 01-6251 SHRED RIGHT I-518434 101-50151-3311 GENERAL PROFE 12/26/19 SVC 003077 15.00 DEPARTMENT 0151 POLICE ADMINISTRATION TOTAL: 260.04 ______ 01-1267 HEIMAN INC. I-0884510-IN 101-50156-2215 SAFETY WEAR & AIR PACK EQUIPMENT 003056 5,043.50 PROJ: PC5-2215 10/14-09/16 CAT GRANT SAFETY EQUIPMENT I-0884519-IN 101-50156-2215 SAFETY WEAR & BOOTS & GLOVES 003056 1,851.70 PROJ: PC5-2215 10/14-09/16 CAT GRANT SAFETY EQUIPMENT 01-2201 RUNNINGS SUPPLY INC 003062 101-50156-2215 SAFETY WEAR & SAFETY EQUIPMENT I-4728893 122.91 CAT GRANT SAFETY EQUIPMENT
101-50156-2215 SAFETY WEAR & SAFE
0/14-09/16 CAT GRANT PROJ: PC5-2215 10/14-09/16 CAT GRANT I-4758668 101-50156-221 SAFETY WEAR & SAFETY EQUIPMENT 003062 10/14-09/16 CAT GRANT PROJ: PC5-2215 01-4489 VERIZON WIRELESS I-9845396051 101-50156-3321 TELEPHONE & C 12/02-01/01/20 003069 49.04 PROJ: PC5-3321 10/14-09/16 CAT GRANT TELEPHONE DEPARTMENT 0156 CHEMICAL ASSESSMENT TEAM TOTAL: 7,087.13 01-1633 MARSHALL MUNICIPAL UTIL 101-60162-3321 TELEPHONE & C VAST PHONE 11/28-12/27/19 003057 I-10103 124.00 DEPARTMENT 0162 ENGINEERING TOTAL: I-10103 101-60164-3321 TELEPHONE & C VAST PHONE 11/28-12/27/19 003057 75.47 DEPARTMENT 0164 COMMUNITY PLANNING 75.47 TOTAL: I-202001154255 101-70176-3381 ELECTRIC UTIL 11/26-12/26/19 003057 245.63 476.12 22.43 003057 I-202001154255 101-70176-3382 WATER UTILITI 11/26-12/26/19 I-202001154255 101-70176-3385 SEWER UTILITI 11/26-12/26/19 003057

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DEPARTMENT 0176 AOUATIC CENTER

TOTAL:

744.18

1/16/2020 4:49 PM REGULAR DEPARTMENT PAYMENT REGISTER

07200 EFT Payments

VENDOR SET: 01 FUND

: 101 GENERAL FUND DEPARTMENT: 0211 STREET ADMINISTRATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

PAGE: 2

VENDOR NAME G/L ACCOUNT NAME ITEM # DESCRIPTION EFT # AMOUNT 01-0836 CHARTER COMMUNICATIONS 101-60211-3321 TELEPHONE & C 01/01-01/31/20 003054 I-0000810010120 01-1565 MACQUEEN EQUIPMENT INC. 101-60211-2212 MOTOR FUELS, GREASE 101-60211-2212 MOTOR FUELS, GREASE C-P13279 003080 29.85-I-P13182 003080 01-1633 MARSHALL MUNICIPAL UTIL I-202001154255 101-60211-3381 ELECTRIC UTIL 11/26-12/26/19 003057 640.09 I-202001154255 101-60211-3382 WATER UTILITI 11/26-12/26/19 003057 01-2096 QUARNSTROM & DOERING, P I-M2180-100,S73881 101-60211-3313 LEGAL FEES N8TH ST BLDG 003061 100.00 01-5696 BROTHERS FIRE PROTECTIO I-32273 101-60211-3323 ALARMS 2020 MONITORING-STREET DEPT 003072 498.00 DEPARTMENT 0211 STREET ADMINISTRATION TOTAL: 01-1633 MARSHALL MUNICIPAL UTIL I-202001154255 101-50251-3381 ELECTRIC UTIL 11/26-12/26/19 003057 232.48 DEPARTMENT 0251 EMERGENCY MANAGEMENT SERVTOTAL: I-202001154255 101-70276-3381 ELECTRIC UTIL 11/26-12/26/19
I-202001154255 101-70276-3382 WATER UTILITI 11/26-12/26/19
I-202001154255 101-70276-3385 SEWER UTILITI 11/26-12/26/19 003057 2,772.29 003057 430.86 003057 01-2428 TITAN MACHINERY I-1112367 101-70276-2221 EOUIPMENT REP 321 MASTER CYLINDER 003063 2.082 68 DEPARTMENT 0276 PARK MAINTENANCE & DEVEL.TOTAL: 01-1633 MARSHALL MUNICIPAL UTIL I-202001154255 501.98 101-50352-3381 ELECTRIC UTIL 11/26-12/26/19 003057 I-202001154255 101-50352-3382 WATER UTILITI 11/26-12/26/19 101-50352-3385 SEWER UTILITI 11/26-12/26/19 101-50352-3386 STORM WATER U 11/26-12/26/19 93.93 003057 I-202001154255 003057 I-202001154255 003057 14.93 101-50352-3418 FIRE PROTECTI 11/26-12/26/19 I-202001154255 003057 12,083.33 01-3568 BRUNSVOLD, QUENTIN 101-50352-3332 MILEAGE ALLOW 12/06/19 MBFTE LEADERSHIP-BRAI 003083 I-202001154264 I-202001164265 109.62 101-50352-3332 MILEAGE ALLOW 01/03/20 MBFTE LEADERSHIP TRAI 003083 01-6324 HOOK, MATT I-3177 101-50352-2223 BUILDING REPA 01/13/20 SVC 003086 50.00

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DEPARTMENT 0352 FIRE SERVICES

TOTAL:

12,984.88

REGULAR DEPARTMENT PAYMENT REGISTER

1/16/2020 4:49 PM PACKET: 07200 EFT Payments

VENDOR SET: 01

VENDOR SET: 01

FUND: 101 GENERAL FUND

DEPARTMENT: 0364 AIRPORT

BUDGET TO USE: CB-CURRENT BUDGET BANK: AP

PAGE: 3

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MU	NICIPAL UTIL		=========		=========	=========
		I-202001154255	101-60364-3381	ELECTRIC UTI	L 11/26-12/26/19	003057	3,613.74
		I-202001154255	101-60364-3381	ELECTRIC UTI	L 11/26-12/26/19	003057	1,177.21
	PROJ: E19-3	381 ARRIVAI	DEPARTURE BLDG	ELECTRIC UTI	LITIES		
		I-202001154255	101-60364-3382	WATER UTILIT	TI 11/26-12/26/19	003057	103.57
		I-202001154255	101-60364-3382	WATER UTILIT	TI 11/26-12/26/19	003057	205.49
	PROJ: E19-3	382 ARRIVAI	DEPARTURE BLDG	WATER UTILIT	TIES		
		I-202001154255	101-60364-3385	SEWER UTILIT	TI 11/26-12/26/19	003057	23.53
		I-202001154255	101-60364-3386	STORM WATER	U 11/26-12/26/19	003057	77.36
01-2096	QUARNSTROM	& DOERING, P					
l		I-M2148-100,S73880	101-60364-3313	LEGAL FEES	HELENA RELOCATION	003061	940.00
	PROJ: H90-3	313 HELENA	CHEMICAL PROPERTY	LEGAL FEES			
		I-M2287-100,S73882	2 101-60364-3313	LEGAL FEES	FCA REAL ESTATE MATTERS	003061	50.00
	PROJ: H90-3	313 HELENA	CHEMICAL PROPERTY	LEGAL FEES			
01-5696	BROTHERS FI	RE PROTECTIO					
		I-32133	101-60364-3323	ALARMS	2020 MONITORING 1632 W COL	LEGE 003072	420.00
		I-32272	101-60364-3323	ALARMS	2020 MONITORING AIRPORT	003072	498.00
				DEPARTMENT	0364 AIRPORT	TOTAL:	7,108.90
01-1633	MADCUATT MI	NICIPAL UTIL					
01-1033	MARSHALL MO	I-202001154255	101-50453-3381	בובכתבוכ וותו	11/26-12/26/19	003057	190.35
		I-202001154255			11/26-12/26/19	003057	31.75
		1-202001134233	101-30433-3382	WATER UTILIT	1 11/20-12/20/19	003037	31.75
				DEPARTMENT	0453 ANIMAL IMPOUNDMENT	TOTAL:	222.10
		I-202001154255	101-60465-3381	ELECTRIC UTI	L 11/26-12/26/19	003057	20,131.25
				DEPARTMENT	0465 STREET LIGHTING	TOTAL:	20,131.25
01-3495	SMSU						
		I-00215498	101-40671-3321	TELEPHONE	Q1 2020 STUDIO 1 INTERNET	003066	250.00
01-4220	WEBTOMIX						
		I-52070	101-40671-3311	GENERAL PROF	FE 2020 STUDIO 1 WEBSITE HOST	ING 003068	242.40
				DEPARTMENT	0671 CABLE COMMISSION	TOTAL:	492.40
01-1633	MARSHALL MU	NICIPAL UTIL					
		I-10103	101-70675-3321	TELEPHONE &	C VAST PHONE 11/28-12/27/19	003057	104.93
01-1637	MARSHALL PU	BLIC SCHOOLS	101 80685 0005			000050	201 -2
		I-202001154259	101-70675-3331	TRAVEL, CONF	FE MCEA CONFERENCE	003058	321.50
				DEPARTMENT	0675 COMM SERVICES ADMIN	TOTAL:	426.43

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VENDOR SET: 01

BANK: AP

PAGE: 4

FUND: 101 GENERAL FUND
DEPARTMENT: 0741 CITY ADMINISTRATION
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633		NICIPAL UTIL I-10103	101-40741-3321	TELEPHONE & C VAST PHONE 11/28-12/27/19	003057	114.93
01-2591	WESTERN PRI	NT GROUP I-03250	101-40741-2211	GENERAL SUPPL SPECIAL VEHICLE PERMITS	003065	153.00
01-5117	PARSONS, DA	VE I-202001164276	101-40741-3332	MILEAGE ALLOW EDA DIRECTOR APPLICANT TOURS	003084	70.44
01-5891	ONE OFFICE	SOLUTION I-1965852-0	101-40741-2211	GENERAL SUPPL HANGING FOLDER FRAMES	003074	13.97
				DEPARTMENT 0741 CITY ADMINISTRATION	TOTAL:	352.34
01-1633	MARSHALL MU	NICIPAL UTIL I-10103	101-40821-3321	TELEPHONE & C VAST PHONE 11/28-12/27/19	003057	60.41
				DEPARTMENT 0821 FINANCE	TOTAL:	60.41
		I-10103	101-40931-3321	TELEPHONE & C VAST PHONE 11/28-12/27/19	003057	57.69
				DEPARTMENT 0931 APPRAISING & ASSESSING	TOTAL:	57.69
01-1604	MARSHALL AR	EA CHAMBER O I-696 211 CURLING	101-70971-2211	GENERAL SUPPL FALL CURLING AWARDS SUPPLIES	003081	300.00
				DEPARTMENT 0971 RECREATION	TOTAL:	300.00
01-2096	QUARNSTROM	& DOERING, P I-202001154261 I-202001154261	101-41041-2211 101-41041-3322	GENERAL SUPPL 12/19 GENERAL & PROSECUTION POSTAGE 12/19 GENERAL & PROSECUTION	003061 003061	35.50 15.82
				DEPARTMENT 1041 LEGAL	TOTAL:	51.32
01-1417	KENNEDY & G	RAVEN, CHART I-152359	101-41136-3313	LEGAL FEES THRU 11/30/19 GENERAL MATTER	s 003079	190.00
				DEPARTMENT 1136 GEN COMM DEVELOPMENT	TOTAL:	190.00
01-1633	MARSHALL MU	NICIPAL UTIL I-10103 I-202001154255	101-41231-3321 101-41231-3381	TELEPHONE & C VAST PHONE 11/28-12/27/19 ELECTRIC UTIL 11/26-12/26/19	003057 003057	17.62 4,697.62

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07200 EFT Payments

VENDOR SET: 01 FUND

: 101 GENERAL FUND

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 1231 MUNICIPAL BLDG MAINT BANK: AP

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT 01-1633 MARSHALL MUNICIPAL UTIL continued 003057 I-202001154255 101-41231-3382 WATER UTILITI 11/26-12/26/19 130.87 01-1794 MEI TOTAL ELEVATOR SOLU 101-41231-3405 MAINTENANCE A 01/20 SVC 003082 I-835809 156.50 DEPARTMENT 1231 MUNICIPAL BLDG MAINT TOTAL: 5,002.61 01-1633 MARSHALL MUNICIPAL UTIL I-10104 101-41641-2217 COMPUTER SOFT 11/16-12/31/19 SHARED GIS EXPE 003057 330.00 DEPARTMENT 1641 INFORMATION TECHNOLOGY TOTAL: 330.00 ------I-202001154255 101-42071-3381 ELECTRIC UTIL 11/26-12/26/19 003057 412.26 I-202001154255 101-42071-3382 WATER UTILITI 11/26-12/26/19 003057 91.11 DEPARTMENT 2071 ADULT COMMUNITY CTR TOTAL: 503.37 ______

FUND 101 GENERAL FUND

TOTAL:

63,462.02

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VENDOR SET: 01

FUND: 206 PARKWAY ADDITION II
DEPARTMENT: 1136 GENERAL COMMUNITY DEV BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DES	SCRIPTION	EFT #	AMOUNT
01-2096	QUARNSTROM (© DOERING, P I-M007-330,S73879	206-41136-3313	LEGAL FEES	SAT	FISFACTION OF MORTGAGES	003061	437.50
				DEPARTMENT	1136	GENERAL COMMUNITY DEV	TOTAL:	437.50
				FUND	206	PARKWAY ADDITION II	TOTAL:	437.50

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PACKET: 07200 EFT Payments

VENDOR SET: 01

FUND : 207 PARKWAY ADDITION III & IV DEPARTMENT: 1136 GENERAL COMMUNITY DEV

CB-CURRENT BUDGET BUDGET TO USE:

EFT # AMOUNT ITEM # G/L ACCOUNT NAME VENDOR NAME DESCRIPTION

01-1633 MARSHALL MUNICIPAL UTIL

I-202001154255 207-41136-3386 STORM WATER U 11/26-12/26/19 003057 16.62

BANK: AP

DEPARTMENT 1136 GENERAL COMMUNITY DEV TOTAL: 16.62 _____

FUND 207 PARKWAY ADDITION III & IVTOTAL: 16.62

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PACKET: 07200 EFT Payments

VENDOR SET: 01

FUND : 211 LIBRARY FUND

DEPARTMENT: 0437 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT

01-1633 MARSHALL MUNICIPAL UTIL

I-10103 211-70437-3321 TELEPHONE & C VAST PHONE 11/28-12/27/19 003057 142.37

DEPARTMENT 0437 LIBRARY TOTAL: 142.37

FUND 211 LIBRARY FUND TOTAL: 142.37

BANK: AP

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PACKET: 07200 EFT Payments

VENDOR SET: 01

FUND: 221 SM CITIES DEV GRANT 2018
DEPARTMENT: 1136 GENERAL COMMUNITY DEV
BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 1136 GENERAL COMMUNITY DEV BANK: AP

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VENDOR SET: 01

FUND : 230 TAX INCREMENT FINANCING
DEPARTMENT: 1136 GEN COMM DEVELOPMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME ITEN	4 #	G/L ACCOUNT NAME		DES	CRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUNICIPA	 AL UTIL			=====			
	I-20	02001154255	230-41136-3386	STORM WATER	U 11/	26-12/26/19	003057	32.24
	PROJ: F05-3386	NW PIPE,	RITTERS, ERIE RO	STORM WATER	UTILI	TY		
	I-20	02001154255	230-41136-3386	STORM WATER	U 11/	26-12/26/19	003057	6.96
	PROJ: F21-3386	INDUSTRIA	L PK DEV 1-11	SURFACE WAT	ER MAN	AGEMENT		
	I-20	02001154255	230-41136-3386	STORM WATER	U 11/	26-12/26/19	003057	41.61
	PROJ: F24-3386	COMM IND	PARK DIST 1-14	SURFACE WAT	ER			
01-2096	QUARNSTROM & DOE	RING, P						
	I-M(007-049,S73878	230-41136-3313	LEGAL FEES	PKW	Y III DEVELOPMENT	003061	218.75
	PROJ: F25-3313	UNIQUE OP	P TIF 5-1	LEGAL FEES				
				DEPARTMENT	1136	GEN COMM DEVELOPMEN	TOTAL:	299.56
				FUND	230	TAX INCREMENT FINAN	ICING TOTAL:	299.56

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T Payments PAGE: 11

PACKET: 07200 EFT Payments

VENDOR SET: 01

FUND : 240 COMM ED DRIVER'S TRAINING

CB-CURRENT BUDGET BUDGET TO USE:

DEPARTMENT: 0879 COMM ED--WINTER BANK: AP

ITEM # EFT # AMOUNT G/L ACCOUNT NAME VENDOR NAME DESCRIPTION

01-1637 MARSHALL PUBLIC SCHOOLS

003058 13,834.91

I-11346 240-70879-2211 GENERAL SUPPL 10/19-12/19 DE

DEPARTMENT 0879 COMM ED--WINTER TOTAL: 13,834.91 _____

FUND 240 COMM ED DRIVER'S TRAININGTOTAL: 13,834.91

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PACKET: 07200 EFT Payments

VENDOR SET: 01 FUND : 258 ARENA & EXPO

DEPARTMENT: 0579 AMATEUR SPORTS CENTER

BANK: AP BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # EFT # AMOUNT G/L ACCOUNT NAME DESCRIPTION 01-0802 CARLSON & STEWART REFRI 258-70579-2221 EQUIPMENT REP CONDENSER REPAIR 003052 01-1633 MARSHALL MUNICIPAL UTIL I-202001154255 258-70579-3381 ELECTRIC UTIL 11/26-12/26/19
I-202001154255 258-70579-3382 WATER UTILITI 11/26-12/26/19
I-202001154255 258-70579-3385 SEWER UTILITI 11/26-12/26/19
I-202001154255 258-70579-3386 STORM WATER U 11/26-12/26/19 003057 7,319.07 003057 003057 425.64 003057 652.59 01-1794 MEI TOTAL ELEVATOR SOLU 258-70579-3405 MAINTENANCE A 01/20 SVC AND INSPECTION I-836717 003082 2,184.00 DEPARTMENT 0579 AMATEUR SPORTS CENTER TOTAL: 11,915.10 FUND 258 ARENA & EXPO TOTAL: 11,915.10

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PACKET: 07200 EFT Payments

VENDOR SET: 01

VENDOR NAME

FUND : 260 MARSHALL INDUSTRIAL FOUND DEPARTMENT: 1136 GENERAL COMMUNITY DEV

CB-CURRENT BUDGET BUDGET TO USE:

BANK: AP

ITEM # G/L ACCOUNT NAME

01-1633 MARSHALL MUNICIPAL UTIL

I-202001154255 260-41136-3386 STORM WATER U 11/26-12/26/19 003057 166.96

DESCRIPTION

EFT # AMOUNT

DEPARTMENT 1136 GENERAL COMMUNITY DEV TOTAL: 166.96

FUND 260 MARSHALL INDUSTRIAL FOUNDTOTAL: 166.96

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VENDOR SET: 01

FUND : 270 MERIT
DEPARTMENT: 0551 MERIT OPERATIONS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1633	MARSHALL MUN	ICIPAL UTIL				
		I-10103	270-50551-3321	TELEPHONE & C VAST PHONE 11/28-12	/27/19 003057	17.43
		I-202001154255	270-50551-3381	ELECTRIC UTIL 11/26-12/26/19	003057	625.28
		I-202001154255	270-50551-3382	WATER UTILITI 11/26-12/26/19	003057	113.88
		I-202001154255	270-50551-3385	SEWER UTILITI 11/26-12/26/19	003057	32.64
01-4220	WEBTOMIX					
		I-52071	270-50551-3311	GENERAL PROFE 2020 MERIT CTR DOM	IN 003068	14.00
01-5696	BROTHERS FIR	E PROTECTIO				
		I-32271	270-50551-3311	GENERAL PROFE 2020 MONITORING ME	RIT CTR 003072	498.00
				DEPARTMENT 0551 MERIT OPERATION	IS TOTAL:	1,301.23
i				FUND 270 MERIT	TOTAL:	1,301.23

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VENDOR SET: 01

VENDOR SET: 01
FUND: 494 CITY HALL BUILDING
DEPARTMENT: 1136 GENERAL GOVERNMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #		G/L ACCOUNT NAME	DE	SCRIPTION	EFT #	AMOUNT
01-0578	AMAZON	CAPITAL SERVICE		404 41106 5500			000050	11.00
	PROJ: (1-11L1-QY CH1-5520	94-MHDR CITY HAL	494-41136-5520 L-NEW	BUILDINGS & S PR BUILDING & STRUC		003050	11.98
01-3495	SMSU							
		I-2020011	64282	494-41136-5520	BUILDINGS & S 01	/20-02/20 RENT	003066	15,340.50
	PROJ: 0	CH1-5520	CITY HAL	L-NEW	BUILDING & STRUC	TURES		
		I-2020011	64286	494-41136-5520	BUILDINGS & S 12	/19 RENT	003066	7,670.25
	PROJ: CH1-5520 CITY F		CITY HAL	LL-NEW	BUILDING & STRUC	TURES		
					DEPARTMENT 1136	GENERAL GOVERNMENT	TOTAL:	23,022.73
					FUND 494	CITY HALL BUILDING	TOTAL:	23,022.73

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VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET

FUND: 495 PUBLIC IMPROVE REVOLVING DEPARTMENT: 1136 GEN COMM DEVELOPMENT BANK: AP

VENDOR	NAME ITEM	#	G/L ACCOUNT NAME	DESCRIPTION EFT #	AMOUNT				
01-1633	MARSHALL MUNICIPA	 L UTIL			========				
	I-202001154255		495-41136-3381	ELECTRIC UTIL 11/26-12/26/19 003057	0.00				
	PROJ: F23-3381	BLOCK 11		ELECTRIC UTILITIES					
	I-20	2001154255	495-41136-3382	WATER UTILITI 11/26-12/26/19 003057	0.00				
	PROJ: F23-3382	BLOCK 11		WATER UTILITIES					
	I-20	2001154255	495-41136-3385	SEWER UTILITI 11/26-12/26/19 003057	0.00				
	PROJ: F23-3385	BLOCK 11		SEWER UTILITIES					
VENDOR ======= 01-1633 01-2096	I-202001154255		495-41136-3386	STORM WATER U 11/26-12/26/19 003057	74.17				
	PROJ: F23-3386	BLOCK 11		STORM WATER UTILITY					
01-2096	QUARNSTROM & DOERING, P								
	I-M007-047,S73877		495-41136-3313	LEGAL FEES BLK 11 DEVELOPMENT 003061	350.00				
	PROJ: F23-3313	BLOCK 11		LEGAL FEES					
				DEPARTMENT 1136 GEN COMM DEVELOPMENT TOTAL:	424.17				
				FUND 495 PUBLIC IMPROVE REVOLVING TOTAL:	424.17				

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VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET

FUND: 602 WASTEWATER OPERATING DEPARTMENT: 0581 WW OPERATIONS BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	EFT #	AMOUNT
======= 01-0578	AMAZON CAPITAL SERVICES				=======================================		
		I-1F74-9K1D-1KLH	602-90581-2211	GENERAL SUPPL	HEAT LAMPS	003050	65.96
01-0815	CATTOOR OIL COMPANY INC						
		I-6804	602-90581-2212	MOTOR FUELS,	KEROSENE	003053	40.53
01-0818	CAUWELS, ROGER						
		I-202001164266	602-90581-2211	GENERAL SUPPL	REIM FOR DOT DECALS	003078	20.00
01-1090	090 FASTENAL COMPANY						
		I-100786	602-90581-2211	GENERAL SUPPL	MATERIALS	003055	45.04
		I-100825	602-90581-2211	GENERAL SUPPL	SUPPLIES	003055	120.17
01-1633	MARSHALL MUNICIPAL UTIL						
		I-202001154255	602-90581-3381	ELECTRIC UTIL	11/26-12/26/19	003057	23,188.40
		I-202001154255	602-90581-3382	WATER UTILITI	11/26-12/26/19	003057	227.26
		I-202001154255	602-90581-3386	STORM WATER U	11/26-12/26/19	003057	1,136.63
01-1813	MN POLLUTIO	N CONTROL AG					
		I-10000085637	602-90581-3437	LICENSES AND	WW LAB CERT FEE	003059	2,475.00
		I-PRMT1993-4074	602-90581-3437	LICENSES AND	1993-4074 WATER PRMT	003059	140.00
				перартмент О	581 WW OPERATIONS	TOTAL:	27,458.99
				DEFARIMENT U	JOI WW OFENATIONS		21,430.99
				FUND 6	02 WASTEWATER OPERATING	TOTAL:	27,458.99

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR SET: 01

PACKET:

: 609 LIQUOR FUND

BUDGET TO USE: CB-CURRENT BUDGET

07200 EFT Payments

I-0002304427

DEPARTMENT: 0991 LIQUOR OPERATIONS BANK: AP

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003060

23.70

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT 01-0688 BELLBOY CORPORATION I-0100696100 I-0100696100 609-90991-2211 GENERAL SUPPL . 609-90991-3333 FREIGHT . 003051 335.98 003051 6.41 003051 I-0100702300 609-90991-3333 FREIGHT 01-1633 MARSHALL MUNICIPAL UTIL I-10103 609-90991-3321 TELEPHONE VAST PHONE 11/28-12/27/19 003057 72.18 I-202001154255 609-90991-3381 ELECTRIC UTIL 11/26-12/26/19 I-202001154255 609-90991-3382 WATER UTILITI 11/26-12/26/19 1,710.29 003057 003057 151.19 609-90991-3385 SEWER UTILITI 11/26-12/26/19 I-202001154255 003057 32.85 I-202001154255 609-90991-3386 STORM WATER U 11/26-12/26/19 003057 171.65 01-3545 MARSHALL RADIO I-202001164285 609-90991-3345 ADVERTISING 12/19 ADVERTISING 003067 345.00 01-4855 SOUTHERN GLAZER'S OF MN I-1911377 609-90991-3333 FREIGHT 003071 1.20 609-90991-3333 I-1911378 FREIGHT 003071 38.50 609-90991-3333 FREIGHT I-1911379 003071 609-90991-3333 FREIGHT 003071 I-1911380 I-5053822 003071 609-90991-3333 FREIGHT 75.20 I-5053823 609-90991-3333 FREIGHT 003071 I-5053825 609-90991-3333 FREIGHT 003071 25.25 I-5053826 609-90991-3333 FREIGHT 003071 4.70 003071 I-5053827 609-90991-3333 FREIGHT 609-90991-3333 FREIGHT 609-90991-3333 FREIGHT I-5053828 003071 7.20 003071 27.60 I-5053829 609-90991-3333 FREIGHT 003071 T-5053830 1.20 609-90991-3333 FREIGHT 003071 I-5054366 01-6323 LUTHER, ERIC I-202001154256 609-90991-2211 GENERAL SUPPL REIMBURSE FOR HOLIDAY SUPPLIES 003085 I-202001164268 609-90991-2211 GENERAL SUPPL REIM HOLIDAY SUPPLIES 003085 60.81 609-90991-2211 GENERAL SUPPL REIM HOLIDAY SUPPLIES 003085 DEPARTMENT 0991 LIQUOR OPERATIONS TOTAL: 01-0688 BELLBOY CORPORATION C-0082369900 609-90992-2251 LIQUOR PURCHA . 003051 52 00-609-90992-2253 WINE PURCHASE . 003051 I-0082256200 609-90992-2251 LIQUOR PURCHA . 003051 2,490.00 I-0082256200 609-90992-2253 WINE PURCHASE . I-0082265800 003051 003051 I-0082271300 609-90992-2251 LIQUOR PURCHA . 90.00 003051 609-90992-2254 GEN MDSE PURC . 609-90992-2254 GEN MDSE PURC . 195.75 I-0100696100 I-0100702300 003051 26.00 01-2026 PEPSI COLA BOTTLING OF

609-90992-2254 GEN MDSE PURC .

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PACKET: 07200 EFT Payments

VENDOR SET: 01 FUND : 609 LIQUOR

DEPARTMENT: 0992 LIQUOR PURCHASES

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

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TOTAL:

39,541.58

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT 01-2538 VIKING COCA COLA BOTTLI 609-90992-2254 GEN MDSE PURC . 003064 234.55 01-4855 SOUTHERN GLAZER'S OF MN 609-90992-2251 LIQUOR PURCHA . 003071 I-1911378 5,166.78 609-90992-2254 GEN MDSE PURC . I-1911379 003071 003071 I-1911380 609-90992-2253 WINE PURCHASE . 390.00 609-90992-2251 LIQUOR PURCHA . 609-90992-2251 LIQUOR PURCHA . I-5053822 003071 8,548.11 I-5053823 003071 720.00 609-90992-2251 LIQUOR PURCHA . 003071 2,368.54 I-5053825 I-5053826 609-90992-2251 LIQUOR PURCHA . 003071 2,923.75 609-90992-2253 WINE PURCHASE . 609-90992-2253 WINE PURCHASE . 609-90992-2253 WINE PURCHASE . I-5053828 003071 619.71 I-5053829 003071 12.00 I-5053830 003071 609-90992-2251 LIQUOR PURCHA . I-5054366 003071 309.47 01-5731 DOLL DISTRIBUTING I-239271 609-90992-2254 GEN MDSE PURC . 003073 124.60 609-90992-2252 BEER PURCHASE . 3,334.71 I-239271 003073 609-90992-2252 BEER PURCHASE . 003073 I-239355 003073 609-90992-2252 BEER PURCHASE . 609-90992-2254 GEN MDSE PURC . I-240405 5,118.25 I-244063 003073 18.00 609-90992-2254 I-931088 GEN MDSE PURC . 003073 25.50 609-90992-2252 BEER PURCHASE . 003073 I-931088 1,476.53 01-6156 TRUE BRANDS I-591796 609-90992-2254 GEN MDSE PURC . 003076 687.86 DEPARTMENT 0992 LIQUOR PURCHASES 36,371.89 TOTAL:

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FUND 609 LIQUOR

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PACKET: 07200 EFT Payments

VENDOR SET: 01

: 630 SURFACE WATER MGT UTILITY FUND DEPARTMENT: 0661 SURFACE WATER MGT UTILITY

BUDGET TO USE:

CB-CURRENT BUDGET

BANK: AP

EFT # AMOUNT VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION 01-1565 MACQUEEN EQUIPMENT INC. 003080 556. I-P22765 630-90661-2221 EQUIPMENT REP SWEEPER PARTS 630-90661-2227 OTHER REPAIRS SWEEPER PARTS I-P23278 01-1633 MARSHALL MUNICIPAL UTIL I-202001154255 630-90661-3381 ELECTRIC UTIL 11/26-12/26/19 003057 1,556.03 I-202001154255 630-90661-3386 STORM WATER U 11/26-12/26/19 003057 264.74 01-2096 QUARNSTROM & DOERING, P I-M2370-100-73885 630-90661-5530 CAPITAL OUTLA CORPS OF ENGINEER COOP AGRMT 003061 300.00 PROJ: E22-5530 CORPS/DIKE TREE/VEGETATIO IMPR OTHER THAN BLDGS DEPARTMENT 0661 SURFACE WATER MGT UTILITYTOTAL: 5,168.56

> FUND 630 SURFACE WATER MGT UTILITYTOTAL: 5,168.56

> > REPORT GRAND TOTAL: 248,491.90

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** G/L ACCOUNT TOTALS **

					INE ITEM======		
				ANNUAL	BUDGET OVER		BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
		GENERAL SUPPLIES	166.97	1,975	391.61		
	101-40741-3321 101-40821-3321	TELEPHONE & CELLULAR PHONE	114.93	2,468	352.41		
	101-40821-3321	TELEPHONE & CELLULAR PHONE	60.41	1,000	588.50- Y		
	101-40931-3321 101-41041-2211	TELEPHONE & CELLULAR PHONE	57.69	960	328.67		
	101-41041-2211	GENERAL SUPPLIES	35.50	500	238.31		
	101-41041-3322	POSTAGE	15.82	50	1.30- Y		
	101-41136-3313	LEGAL FEES	190.00	15,000	2,935.44		
	101-41231-3321		17.62	1,400	168.42		
	101-41231-3381	ELECTRIC UTILITIES	4,697.62	45,000	2,111.50		
	101-41231-3382	WATER UTILITIES	130.87	1,600	50.86- Y		
	101-41641-2217	COMPUTER SOFTWARE	330.00	0	17,315.37- Y		
	101-42071-3381		412.26	6,000	869.41		
	101-42071-3382	WATER UTILITIES	91.11	1,500	354.87		
	101-50151-3311	GENERAL PROFESSIONAL SERVI	15.00	145,000	23,493.36		
	101-50151-3386	STORM WATER UTILITY	80.59	969	15.30- Y		
	101-50151-3405		164.45	12,185	7,202.70- Y		
	101-50156-2215 101-50156-3321	SAFETY WEAR & EQUIPMENT	7,038.09	5,000	9,629.59- Y		
			49.04	0	2,549.18- Y		
	101-50251-3381	ELECTRIC UTILITIES	232.48	2,800	95.28- Y		
	101-50352-3332	MILEAGE ALLOWANCES & REIMB	109.62	2,000	1,737.34- Y		
	101-50352-3381	ELECTRIC UTILITIES	501.98	4,700	75.01- Y		
	101-50352-3382	WATER UTILITIES	93.93	1,200	80.77- Y		
	101-50352-3385 101-50352-3386	SEWER UTILITIES	22.43	255	40.55- Y		
	101-50352-3386	STORM WATER UTILITY	14.93	204	47.83- Y		
	101-50352-3418	FIRE PROTECTION (HYDRANTS) ELECTRIC UTILITIES	12,083.33	145,000	0.04		
	101-50453-3381	ELECTRIC UTILITIES	190.35	1,800	91.99		
	101-50453-3382 101-60162-3321	WATER UTILITIES	31.75	200	29.97- Y		
	101-60162-3321	TELEPHONE & CELLULAR PHONE	124.00	5,000	777.44		
	101-60164-3321		75.47	3,000	281.66		
	101-60211-2212	MOTOR FUELS, LUBRICANTS &	0.00	43,300	41,367.94- Y		
	101-60211-3313		100.00	0	100.00- Y		
	101-60211-3381	ELECTRIC UTILITIES	640.09	5,800	166.28		
	101-60211-3382	WATER UTILITIES	85.35	900	8.51		
	101-60364-3313	LEGAL FEES	990.00	500	6,666.00- Y		
	101-60364-3381		4,790.95	45,000	2,791.53- Y		
	101-60364-3382	WATER UTILITIES	309.06	5,000	917.28		
	101-60364-3385	SEWER UTILITIES	23.53	357	69.39		
	101-60364-3386	STORM WATER UTILITY	77.36	918	10.32- Y		
	101-60465-3381	ELECTRIC UTILITIES	20,131.25	241,575	0.00		
	101-70176-3381	ELECTRIC UTILITIES	245.63	13,000	7,284.58		
	101-70176-3382	WATER UTILITIES	476.12	18,000	4,023.09		
	101-70176-3385	SEWER UTILITIES	22.43	255	117.99- Y		
	101-70276-2221		2,082.68	18,000	2,376.70- Y		
	101-70276-3381 101-70276-3382	ELECTRIC UTILITIES	2,772.29	26,000	484.82- Y		

YEAR

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** G/L ACCOUNT TOTALS **

			======L	INE ITEM======	=====GR	OUP BUDGET=====
			ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
101-70276-3385	SEWER UTILITIES	22.43	408	119.97		
	TELEPHONE & CELLULAR PHONE					
101-70675-3331				933.63		
101-70971-2211	GENERAL SUPPLIES	300.00	41,000	6,835.99- Y		
206-41136-3313	LEGAL FEES	437.50		1,813.50- Y		
207-41136-3386	STORM WATER UTILITY	16.62	0	199.85- Y		
211-70437-3321	TELEPHONE & CELLULAR PHONE	142.37	2,000	1,386.80- Y		
221-41136-2227	OTHER REPAIRS & MAINTENANC	53,304.00	0	213,459.64- Y		
221-41136-3311	GENERAL PROFESSIONAL SERVI			35,690.70- Y		
230-41136-3313	LEGAL FEES	218.75	300	3,925.25- Y		
230-41136-3386	STORM WATER UTILITY	80.81	408	422.29- Y		
240-70879-2211	GENERAL SUPPLIES	13,834.91	20,000	4,391.38		
258-70579-2221	EQUIPMENT REPAIR & MAINTEN	886.20	17,000	3,570.75- Y		
258-70579-3381	EQUIPMENT REPAIR & MAINTEN ELECTRIC UTILITIES	7,319.07	17,000 81,000	9,102.82		
258-70579-3382	WATER UTILITIES	447.60	6,000	289.69- Y		
258-70579-3385	SEWER UTILITIES	425.64	4,080	289.69- Y 1,068.18- Y		
258-70579-3386	STORM WATER UTILITY	652.59	7,900			
260-41136-3386	STORM WATER UTILITY	652.59 166.96	0	2,271.76- Y		
270-50551-3321	TELEPHONE & CELLULAR PHONE			766.10		
270-50551-3381	ELECTRIC UTILITIES	625.28	1,500 7,000	189.56		
270-50551-3382	WATER UTILITIES		1,500			
270-50551-3385	WATER UTILITIES SEWER UTILITIES	32.64	408	0.70		
494-41136-5520	BUILDINGS & STRUCTURES	7,670.25	0	337,289.51- Y		
495-41136-3313	BUILDINGS & STRUCTURES LEGAL FEES	350.00	0	3,408.00- Y		
		0.00	0	905.22- Y		
495-41136-3382	ELECTRIC UTILITIES WATER UTILITIES	0.00	0	146.36- Y		
495-41136-3385	SEWER UTILITIES	0.00	0	205.08- Y		
495-41136-3386	SEWER UTILITIES STORM WATER UTILITY	74.17	0			
602-90581-2211	GENERAL SUPPLIES	165.21	250,000	155.85- Y		
602-90581-2212	MOTOR FUELS, LUBRICANTS &	40.53	250,000 50,000	1,634.76		
602-90581-3381	ELECTRIC UTILITIES	23,188.40	300,000	23,916.33		
602-90581-3382		227.26	2,700	41.85		
602-90581-3386	STORM WATER UTILITY	1,136.63	13,770	130.44		
609-90991-2211	GENERAL SUPPLIES	60.81	7,500	8,044.60- Y		
609-90991-3321	TELEPHONE	72.18	2,500 30,000	635.06- Y		
609-90991-3333	FREIGHT					
609-90991-3345	ADVERTISING	345.00	30,000 18,000	4,103.39- Y		
609-90991-3381	ELECTRIC UTILITIES	1,710.29	18,000	96.27		
609-90991-3382	WATER UTILITIES	151.19	3,700	1,595.10		
609-90991-3385		32.85				
	STORM WATER UTILITY	171.65				
609-90992-2251	-			240,983.24- Y		
	WINE PURCHASES			69,029.26- Y		
630-90661-2221			15,000			
630-90661-2227	OTHER REPAIRS & MAINTENANC	2,451.05	20,000	6,938.25- Y		

** G/L ACCOUNT TOTALS **

				========	LINE ITEM=====	= =====GR	OUP BUDGET=====
				ANNUAL	BUDGET OVE	R ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUD	G BUDGET	AVAILABLE BUDG
	630-90661-3381	ELECTRIC UTILITIES	1,556.03	20,000	6,350.95-	Y	
	630-90661-3386	STORM WATER UTILITIES	264.74	3,060	116.88-	Y	
	630-90661-5530	CAPITAL OUTLAY - IMPR OTHE	300.00	10,000	140,919.00-	Y	
	** 2019-2020 YEA	R TOTALS **	204,735.99				
2020-2021	101-40671-3311	GENERAL PROFESSIONAL SERVI	242.40	5,000	4,757.60		
	101-40671-3321	TELEPHONE	250.00	2,300	2,039.39		
	101-40741-3332	MILEAGE ALLOWANCE	70.44	200	129.56		
	101-41231-3405	MAINTENANCE AGREEMENTS	156.50	2,000	1,843.50		
	101-50352-2223	BUILDING REPAIR & MAINTENA	50.00	12,500	12,450.00		
	101-50352-3332	MILEAGE ALLOWANCES & REIMB	108.66	2,000	1,891.34		
	101-60211-3321	TELEPHONE & CELLULAR PHONE	93.32	2,800	2,676.68		
	101-60211-3323	ALARMS	498.00	600	102.00		
	101-60364-3323	ALARMS	918.00	600	318.00-	Y	
	258-70579-3405	MAINTENANCE AGREEMENTS	2,184.00	0	2,184.00-	Y	
	270-50551-3311	GENERAL PROFESSIONAL SERVI	512.00	5,000	4,248.00		
	494-41136-5520	BUILDINGS & STRUCTURES	15,352.48	0	16,048.48-	Y	
	602-90581-2211	GENERAL SUPPLIES	85.96	280,000	279,914.04		
	602-90581-3437	LICENSES AND TAXES	2,615.00	12,400	9,759.91		
	609-90991-2211	GENERAL SUPPLIES	366.14	7,500	7,133.86		
	609-90991-3333	FREIGHT	69.23	30,000	29,328.65		
	609-90992-2251	LIQUOR PURCHASES	8,004.25	1,091,165	1,067,455.51		
	609-90992-2252	BEER PURCHASES	10,132.49	1,576,627	1,540,193.08		
	609-90992-2253	WINE PURCHASES	691.00	456,941	444,765.85		
	609-90992-2254	GEN MDSE PURCHASES	1,356.04	73,019	70,678.76		

** 2020-2021 YEAR TOTALS ** 43,755.91

** DEPARTMENT TOTALS **

NAME	AMOUNT
POLICE ADMINISTRATION	260.04
CHEMICAL ASSESSMENT TEAM	7,087.13
ENGINEERING	124.00
COMMUNITY PLANNING	75.47
AQUATIC CENTER	744.18
STREET ADMINISTRATION	1,416.76
EMERGENCY MANAGEMENT SERV	232.48
PARK MAINTENANCE & DEVEL.	5,308.26
FIRE SERVICES	12,984.88
	POLICE ADMINISTRATION CHEMICAL ASSESSMENT TEAM ENGINEERING COMMUNITY PLANNING AQUATIC CENTER STREET ADMINISTRATION EMERGENCY MANAGEMENT SERV PARK MAINTENANCE & DEVEL.

** DEPARTMENT TOTALS **

ACCT	CCT NAME						
101-0364	AIRPORT	7,108.90					
101-0453	ANIMAL IMPOUNDMENT	222.10					
101-0465							
101-0671	CABLE COMMISSION	492.40					
101-0675	COMM SERVICES ADMIN	426.43					
101-0741	CITY ADMINISTRATION	352.34					
101-0821	FINANCE	60.41					
101-0931	APPRAISING & ASSESSING	57.69					
101-0971	RECREATION	300.00					
101-1041	LEGAL	51.32					
101-1136	GEN COMM DEVELOPMENT	190.00					
101-1231	MUNICIPAL BLDG MAINT	5,002.61					
101-1641	INFORMATION TECHNOLOGY	330.00					
101-2071	ADULT COMMUNITY CTR	503.37					
101 TOTAL	GENERAL FUND	63,462.02					
206-1136	GENERAL COMMUNITY DEV	437.50					
206 TOTAL	PARKWAY ADDITION II	437.50					
207-1136	GENERAL COMMUNITY DEV	16.62					
207 TOTAL	PARKWAY ADDITION III & IV	16.62					
211-0437	LIBRARY	142.37					
211 TOTAL	LIBRARY FUND	142.37					
221-1136	GENERAL COMMUNITY DEV	61,299.60					
221 TOTAL	SM CITIES DEV GRANT 2018	61,299.60					
230-1136	GEN COMM DEVELOPMENT	299.56					
230 TOTAL	TAX INCREMENT FINANCING	299.56					

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
240-0879	COMM EDWINTER	13,834.91
240 TOTAL	COMM ED DRIVER'S TRAINING	13,834.91
258-0579	AMATEUR SPORTS CENTER	11,915.10
258 TOTAL	ARENA & EXPO	11,915.10
260-1136	GENERAL COMMUNITY DEV	166.96
260 TOTAL	MARSHALL INDUSTRIAL FOUND	166.96
270-0551	MERIT OPERATIONS	1,301.23
270 TOTAL	MERIT	1,301.23
494-1136	GENERAL GOVERNMENT	23,022.73
494 TOTAL	CITY HALL BUILDING	23,022.73
495-1136	GEN COMM DEVELOPMENT	424.17
495 TOTAL	PUBLIC IMPROVE REVOLVING	424.17
602-0581	WW OPERATIONS	27,458.99
602 TOTAL	WASTEWATER OPERATING	27,458.99
609-0991 609-0992	LIQUOR OPERATIONS LIQUOR PURCHASES	3,169.69 36,371.89
609 TOTAL	LIQUOR	39,541.58
630-0661	SURFACE WATER MGT UTILITY	5,168.56
630 TOTAL	SURFACE WATER MGT UTILITY	5,168.56
	** TOTAL **	248,491.90

*** PROJECT TOTALS ***

PROJECT	LINE I	TEM	AMOUNT
604 CURLING	2211	SUPPLIES ** PROJECT 604 TOTAL **	300.00 300.00
CH1 CITY HALL-NEW	5520	BUILDING & STRUCTURES ** PROJECT CH1 TOTAL **	23,022.73 23,022.73
E19 ARRIVAL DEPARTURE BLDG		ELECTRIC UTILITIES WATER UTILITIES ** PROJECT E19 TOTAL **	1,177.21 205.49 1,382.70
E22 CORPS/DIKE TREE/VEGETATIO	5530	IMPR OTHER THAN BLDGS ** PROJECT E22 TOTAL **	300.00 300.00
F05 NW PIPE, RITTERS, ERIE RO	3386	STORM WATER UTILITY ** PROJECT F05 TOTAL **	32.24 32.24
F21 INDUSTRIAL PK DEV 1-11	3386	SURFACE WATER MANAGEMENT ** PROJECT F21 TOTAL **	6.96 6.96
F23 BLOCK 11	3381 3382 3385	LEGAL FEES ELECTRIC UTILITIES WATER UTILITIES SEWER UTILITIES STORM WATER UTILITY ** PROJECT F23 TOTAL **	350.00 0.00 0.00 0.00 74.17 424.17
F24 COMM IND PARK DIST 1-14	3386	SURFACE WATER ** PROJECT F24 TOTAL **	41.61 41.61
F25 UNIQUE OPP TIF 5-1	3313	LEGAL FEES ** PROJECT F25 TOTAL **	218.75 218.75
H90 HELENA CHEMICAL PROPERTY	3313	LEGAL FEES ** PROJECT H90 TOTAL **	990.00 990.00
PC5 10/14-09/16 CAT GRANT		SAFETY EQUIPMENT TELEPHONE ** PROJECT PC5 TOTAL **	7,038.09 49.04 7,087.13

NO ERRORS

^{**} END OF REPORT **

1/21/2020 11:15 AM

REGULAR DEPARTMENT PAYMENT REGISTER

07199 Regular Payments VENDOR SET: 01

: 101 GENERAL FUND

DEPARTMENT: 0141 MAYOR & COUNCIL

BUDGET TO USE:

CB-CURRENT BUDGET

BANK: AP

PAGE: 1

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# THITOMA 01-0832 CGMC, TREASURER I-202001164267 101-40141-3433 DUES & SUBSCR 2020 CGMC DUES 115349 28,666.00 01-1606 MARSHALL AREA FINE ARTS 101-40141-3811 COMMUNITY CON 2020 APPROPRIATION 115364 I-2020CI01 4,000.00 32,666.00 DEPARTMENT 0141 MAYOR & COUNCIL TOTAL: 01-1483 LEAGUE OF MINNESOTA CIT I-15284 101-50151-1151 WORK COMP INS CLM 00094187 115355 587.64 I-15302 101-50151-1151 WORK COMP INS CLM 00096397 115355 01-1508 LOCKWOOD MOTORS INC. I-CW05662812 101-50151-2221 EQUIPMENT REP 11/27-12/27 CAR WASHES 115358 24.80 01-1531 LYON COUNTY AUDITOR-TRE 101-50151-3311 GENERAL PROFE 10/19-12/19 LEC O&M 101-50151-3321 TELEPHONE & C 01/03-02/02/20 PHONE SVC I-202001154257 115360 21,722.25 115360 I-202001164269 01-1859 MOCIC I-202001164274 101-50151-3433 DUES & SUBSCR 2020 DUES 115375 150.00 01-1933 NEW ULM, CITY OF I-2020-002 115377 21,200.00 101-50151-3433 DUES & SUBSCR 2020 BLR DUES 01-4522 ST LOUIS MRO INC. I-48493 101-50151-3311 GENERAL PROFE PRE-EMPLOYMENT 115388 49.00 DEPARTMENT 0151 POLICE ADMINISTRATION TOTAL: 45,018.29 01-6452 NOBLE, HOLLIE I-202001154260 101-50156-3331 TRAVEL, CONFE 12/3/19 HAZMAT IQ TESTING-ST C 115378
3331 10/14-09/16 CAT GRANT TRAVEL, CONFERENCES, AND SCHOO 73.00 PROJ: PC5-3331 10/14-09/16 CAT GRANT 01-6453 VERDIN, JOSE I-202001154263 101-50156-3331 TRAVEL, CONFE 12/03/19 HAZMAT IQ TRAINING-IV 115393 73.00 PROJ: PC5-3331 10/14-09/16 CAT GRANT TRAVEL, CONFERENCES, AND SCHOO DEPARTMENT 0156 CHEMICAL ASSESSMENT TEAM TOTAL: 146.00 01-1343 INDEPENDENT LUMBER OF M I-2001-303100 101-60162-2211 GENERAL SUPPL BLDG MATERIALS 115352 80.00

DEPARTMENT 0162 ENGINEERING

TOTAL:

80.00

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07199 Regular Payments

VENDOR SET: 01 FUND

: 101 GENERAL FUND

DEPARTMENT: 0164 COMMUNITY PLANNING BUDGET TO USE:

CB-CURRENT BUDGET

BANK: AP

TOTAL: 1,840.02

PAGE: 2

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# THITOMA 01-1343 INDEPENDENT LUMBER OF M continued 115352 I-2001-303100 101-60164-2211 GENERAL SUPPL BLDG MATERIALS 82.27 01-1688 MCOA I-61 101-60164-3433 DUES & SUBSCR 2020 DUES MN COUCIL AIRPORTS 115369 DEPARTMENT 0164 COMMUNITY PLANNING TOTAL: 01-6137 TEIGS LAWN CARE & LANDS I-202001164287 101-60211-3311 GENERAL PROFE 12/27/19 703 E COLLEGE DR 115390 I-202001164288 101-60211-3311 GENERAL PROFE 12/19 WALK BRIDGES 115390 30.00 01-6412 AG PLUS COOPERATIVE I-1-73395 101-60211-2221 EQUIPMENT REP TIRE DISPOSAL F250 FORD 115343 22.00 DEPARTMENT 0211 STREET ADMINISTRATION TOTAL: 01-2142 REGION V EMERGENCY MANA I-202001164283 101-50251-3433 115385 DUES & SUBSCR 2020 EM DUES DEPARTMENT 0251 EMERGENCY MANAGEMENT SERVTOTAL: 15.00 01-5733 VAST BROADBAND I-001744201-0120 101-70276-3321 TELEPHONE 01/06-02/05/20 I-0150442201-0120 101-70276-3321 TELEPHONE 01/06-02/05/20 115392 206.74 115392 DEPARTMENT 0276 PARK MAINTENANCE & DEVEL.TOTAL: 323 64 01-0689 BEND RITE FABRICATION I 101-50352-2221 EQUIPMENT REP STORAGE BOX FOR WATER AUGER 115345 01-0974 MN STATE FIRE DEPT ASSN I-202001164273 101-50352-3433 DUES & SUBSCR 2020 STATE FD DUES 115374 375.00 01-1549 LYON COUNTY MUTUAL AID I-202001164270 101-50352-3433 DUES & SUBSCR 2020 MUTUAL AID DUES 115361 100.00 01-1824 MN STATE FIRE CHIEFS AS 101-50352-3433 DUES & SUBSCR 2020 FIRE CHIEFS DUES 115373 820.00 I-864 01-2545 VOLUNTEER FIREFIGHTERS I-202001164281 101-50352-3433 DUES & SUBSCR 2020 VFBA DUES 115395 301.00 01-5733 VAST BROADBAND 101-50352-3321 TELEPHONE & C 01/08-02/07/20 I-015038501-0120 115392 62.78

DEPARTMENT 0352 FIRE SERVICES

1/21/2020 11:15 AM

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION

PACKET: 07199 Regular Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND DEPARTMENT: 0364 AIRPORT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

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CHECK# AMOUNT

01-1864	MONTES ELECTRIC		101-60364-2223	BUILDING REPA T HANGAR MOTOR	115376	50.00
				DEPARTMENT 0364 AIRPORT	TOTAL:	50.00
01-5733	VAST BROADBAND I-	-015790801-0120	101-40671-3321	TELEPHONE 01/06-02/05/20	115392	10.61
				DEPARTMENT 0671 CABLE COMMISSION	TOTAL:	10.61
01-1485	LEARNING RESOUF	RCES NETW	101-70675-3433	DUES & SUBSCR 2020 LERN MEMBERSHIP	115356	395.00
01-1632	MARSHALL MINI-S	STORAGE, -32197	101-70675-2211	GENERAL SUPPL 12/19 STORAGE	115367	72.00
01-1680	MCEA EXECUTIVE	OFFICE -202001164272	101-70675-3433	DUES & SUBSCR 2020 MCEA DUES	115368	546.00
01-1817	MN RECREATION &		101-70675-3433	DUES & SUBSCR 2020 MNRPA DUES	115372	300.00
				DEPARTMENT 0675 COMM SERVICES ADMIN	TOTAL:	1,313.00
01-0147	TAHER FOOD SERV I- PROJ: 500-2211	VICE -1052 AFTER SCH		GENERAL SUPPL 12/19 SNACKS ASP GENERAL SUPPLIES	115389	136.80
				DEPARTMENT 0772 CS YOUTH ACTIVITIES	TOTAL:	136.80
01-1606	MARSHALL AREA F		101-70774-2211	GENERAL SUPPL 2020 APPROPRIATION	115364	2,000.00
				DEPARTMENT 0774 CS GENERAL-OTHER	TOTAL:	2,000.00
01-1552	LYON COUNTY REC		101-40821-3433	DUES & SUBSCR NOTARY FEE- K DROWN	115362	20.00
01-1574	MAGIC WATER	-202001164271	101-40821-2211	GENERAL SUPPL 01/01-01/31/20	115363	39.50
01-3875	TYLER TECHNOLOG	GIES -025-281521	101-40821-3405	MAINTENANCE A 2020 INCODE SOFTWARE MAINT	renan 115391	17,028.52
				DEPARTMENT 0821 FINANCE	TOTAL:	17,088.02

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07199 Regular Payments

VENDOR SET: 01

: 101 GENERAL FUND FUND

DEPARTMENT: 0871 COMMUNITY EDUCATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

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VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# THITOMA 01-4502 JODI SCHREURS I-202001164278 101-70871-2211 GENERAL SUPPL REIMBURSE SKATING MEMBERSHIP 115387 PROJ: 120-2211 ICE SKATING LESSONS GENERAL SUPPLIES DEPARTMENT 0871 COMMUNITY EDUCATION TOTAL: 105.00 01-5885 REGION 5 MAAO I-202001164277 101-40931-3433 DUES & SUBSCR 2020 MAAO DUES 115384 150.00 DEPARTMENT 0931 APPRAISING & ASSESSING TOTAL: 150.00 _____ 01-1552 LYON COUNTY RECORDER I-4091207 101-41136-3311 GENERAL PROFE CUP SURRENDER 115362 46.00 01-1623 MARSHALL INDEPENDENT, I 101-41136-3346 GENERAL NOTIC 12/19 LEGALS 101-41136-3346 GENERAL NOTIC 12/19 LEGALS 115366 115366 135.38 I-055521 I-055521 DEPARTMENT 1136 GEN COMM DEVELOPMENT TOTAL: 309.63 01-6450 GREEN LIGHTS RECYCLING, 101-41231-3311 GENERAL PROFE 12/30/19 RECYCLE LAMPS 115351 I-19-7269 340 04 DEPARTMENT 1231 MUNICIPAL BLDG MAINT TOTAL: 340.04 ______ 01-5733 VAST BROADBAND I-015038601-0120 101-41641-3321 TELEPHONE 01/06-02/05/20 115392 30.14 30.14 DEPARTMENT 1641 INFORMATION TECHNOLOGY TOTAL: ._____ 01-1620 MARSHALL FLORAL I-202001154262 101-42071-2211 GENERAL SUPPL PROGRAM 115365 40.00 01-5733 VAST BROADBAND I-002685901-0120 101-42071-3321 TELEPHONE & C 01/08-02/07/20 115392 84.00 01-5838 SCHEDULESPLUS LLC 101-42071-2211 GENERAL SUPPL 2020 SCHEDULE PLUS LICENSE 115386 I-1626 720.00 DEPARTMENT 2071 ADULT COMMUNITY CTR TOTAL: -----FUND 101 GENERAL FUND TOTAL: 103,020.46

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PACKET: 07199 Regular Payments

VENDOR SET: 01

FUND : 258 ARENA & EXPO
DEPARTMENT: 0579 AMATEUR SPORTS CENTER

BANK: AP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0950	DAKTRONICS :	==================== INC I-6871384	258-70579-3311	GENERAL PROFE	DAKTRONICS WARRANTY	115350	2,915.00
01-5733	VAST BROADBA	AND I-015511601-0120	258-70579-3321	TELEPHONE & C	10/10-02/09/20	115392	174.88
				DEPARTMENT 05	79 AMATEUR SPORTS CENTER	TOTAL:	3,089.88
				FUND 25	8 ARENA & EXPO	TOTAL:	3,089.88

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PACKET: 07199 Regular Payments

VENDOR SET: 01

FUND : 270 MERIT

DEPARTMENT: 0551 MERIT OPERATIONS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

ITEM # G/L ACCOUNT NAME CHECK# AMOUNT VENDOR NAME DESCRIPTION

01-5911 KUGLIN, SARAH I-2704 270-50551-3311 GENERAL PROFE 1ST Q 2020 WEBSITE MAINTENANCE 115383 240.00 DEPARTMENT 0551 MERIT OPERATIONS 240.00 TOTAL:

FUND 270 MERIT TOTAL: 240.00

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VENDOR SET: 01 PAGE: 7

FUND: 401 CAPITAL EQUIPMENT FUND
DEPARTMENT: 0151 POLICE ADMINISTRATION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-6454	VERTEX UNM	ANNED SOLUTIO	401-50151-5540	CAPITAL OUTLA DRONE SUPPLIES	115394	10,000.00
				DEPARTMENT 0151 POLICE ADMINISTRATION	TOTAL:	10,000.00
		I-1015	401-40671-5540	MACHINERY & E DRONE SUPPLIES	115394	1,874.00
				DEPARTMENT 0671 CABLE COMMISSION	TOTAL:	1,874.00
				FUND 401 CAPITAL EQUIPMENT FUND	TOTAL:	11,874.00

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PACKET: 07199 Regular Payments

VENDOR SET: 01

FUND : 456 2013 AMATEUR SPORTS CTR DEPARTMENT: 0579 AMATEUR SPORTS CENTER

BANK: AP BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME CHECK# AMOUNT DESCRIPTION 01-3555 MN DOT I-P00011017 456-70579-5570 INFRASTRUCTUR 11/19 MATERIALS TESTING & INSP 115371 PROJ: C42-5570 SW REG AMATEUR SPORTS CTR INFRASTRUCTURE DEPARTMENT 0579 AMATEUR SPORTS CENTER TOTAL: 927.14 ------

FUND 456 2013 AMATEUR SPORTS CTR TOTAL: 927.14

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PACKET: 07199 Regular Payments

VENDOR SET: 01

FUND : 493 MERIT TRACK EXPANSION DEPARTMENT: 0551 MERIT CENTER

CB-CURRENT BUDGET BUDGET TO USE:

BANK: AP

VENDOR NAME ITEM # DESCRIPTION CHECK# AMOUNT G/L ACCOUNT NAME

01-3555 MN DOT

I-P00011017 493-50551-5530 IMPR OTHER TH 11/19 MATERIALS TESTING & INSP 115371 2,304.74 PROJ: MER-5530 MERIT CENTER IMPR OTHER THAN BLDGS

DEPARTMENT 0551 MERIT CENTER TOTAL: 2,304.74 ------

FUND 493 MERIT TRACK EXPANSION TOTAL: 2,304.74

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VENDOR SET: 01 PAGE: 10

FUND : 494 CITY HALL BUILDING
DEPARTMENT: 1136 GENERAL GOVERNMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME ITEM	#	G/L ACCOUNT NAME		DES	CRIPTION	CHECK#	AMOUNT
01-1623	MARSHALL INDEPENDE	•	494-41136-5520	BUILDINGS & S	s 12/	19 LEGALS	115366	491.00
	PROJ: CH1-5520	CITY HA	LL-NEW	BUILDING & S'	TRUCT	URES		
01-2103	QUIST MOVING AND S		494-41136-5520	BUILDINGS & S	S CIT	Y HALL MOVE	115382	25,000.00
				DEPARTMENT :	1136	GENERAL GOVERNMENT	TOTAL:	25,491.00
				FUND 4	494	CITY HALL BUILDING	TOTAL:	25,491.00

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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	CHECK#	AMOUNT
01-0832	CGMC, TREASU						
		I-202001164284	602-90581-3313	LEGAL FEES	2020CGMC VOLUNTARY ASSESSMENT	115349	4,158.00
01-4095	MN DEPT OF P		COO 00501 2427	I TORNORO AND	MIED II DDD	115370	25 00
		I-4209500612019M-104	602-90381-3437	LICENSES AND	TIER II FEE	115370	25.00
01-5497	CENTROL CROP	CONSULTING I-1829	602-90581-2211	CENEDAL SUDDI	L SOIL TESTING BIOSOLIDS	115348	340.00
	PROJ: W04-22			GENERAL SUPPI		113340	340.00
01-5733	VAST BROADBA	ND					
		I-005489701-0120	602-90581-3321	TELEPHONE & C	01/08-02/07/20	115392	106.95
		I-015082101-0120	602-90581-3321	TELEPHONE & C	01/06-02/05/20	115392	285.74
				DEPARTMENT (0581 WW OPERATIONS	TOTAL:	4,915.69
				FUND 6	02 WASTEWATER OPERATING	TOTAL:	4,915.69

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PACKET: 07199 Regular Payments REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR SET: 01

FUND : 609 LIQUOR
DEPARTMENT: 0991 LIQUOR OPERATIONS

PAGE: 12

BANK: AP

CHECK# AMOUNT

BUDGET TO USE: CB-CURRENT BUDGET VENDOR NAME ITEM # G/L ACCOUNT NAME

DESCRIPTION

LLILDOIL	111111	0/110000111 1111111		520011111011	OIIZOI()	11100111
====== 01-1399	JOHNSON BROTHERS LIQUOR					
	C-583471	609-90991-3333	FREIGHT		115353	0.14-
	I-1456164	609-90991-3333	FREIGHT		115353	2.29
	I-1471363	609-90991-3333	FREIGHT		115353	226.44
	I-1471364	609-90991-3333	FREIGHT		115353	446.11
	I-1471936	609-90991-3333	FREIGHT		115353	8.45
	I-1471937	609-90991-3333	FREIGHT		115353	18.59
	I-1475723	609-90991-3333	FREIGHT		115353	14.36
	I-1475724	609-90991-3333	FREIGHT		115353	18.59
	I-1477961	609-90991-3333	FREIGHT		115353	7.05
	I-1477962	609-90991-3333	FREIGHT	•	115353	20.28
01-1623	MARSHALL INDEPENDENT, I					
	I-055466	609-90991-3345	ADVERTISING	12/19 DISPLAY & SHOPPER	115366	375.00
01-2019	PAUSTIS WINE COMPANY					
	I-76591	609-90991-3333	FREIGHT	•	115379	117.50
	I-77337	609-90991-3333	FREIGHT	•	115379	45.00
01-2036	PHILLIPS WINE AND SPIRI					
	I-2682303	609-90991-3333	FREIGHT		115380	84.22
	I-2682304	609-90991-3333	FREIGHT		115380	1.69
	I-2682629	609-90991-3333	FREIGHT		115380	34.49
	I-2684965	609-90991-3333	FREIGHT		115380	18.87
	I-2684966	609-90991-3333	FREIGHT		115380	8.45
	I-2686710	609-90991-3333	FREIGHT		115380	32.11
	I-2686711	609-90991-3333	FREIGHT	•	115380	18.59
01-4457	BREAKTHRU BEVERAGE					
	I-1081080298	609-90991-3333	FREIGHT	•	115347	40.70
	I-1081081337	609-90991-3333	FREIGHT		115347	114.30
	I-1081081338	609-90991-3333	FREIGHT	•	115347	27.75
	I-1081084196	609-90991-3333	FREIGHT	•	115347	53.34
	I-1081084197	609-90991-3333	FREIGHT	•	115347	3.70
01-5733	VAST BROADBAND					
	I-015429901-0120	609-90991-3321	TELEPHONE	12/30-01/29/20	115392	180.87
01-6451	LOOMIS					
	I-12557723	609-90991-3311	GENERAL PROI	FE 01/20 SVC	115359	800.23
			DEPARTMENT	0991 LIQUOR OPERATIONS	TOTAL:	2,718.83
01-0699	BEVERAGE WHOLESALERS					
	I-096646	609-90992-2252	BEER PURCHAS	SE .	115346	7,648.20
	I-096909	609-90992-2252	BEER PURCHAS	SE .	115346	10,398.97
	I-097630	609-90992-2252	BEER PURCHAS		115346	327.20
	I-097684	609-90992-2254	GEN MDSE PUR	RC .	115346	48.15

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VENDOR NAME ITEM # G/L ACCOUNT NAME

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VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET BANK: AP

CHECK# AMOUNT

DESCRIPTION

PAGE: 13

FUND : 609 LIQUOR
DEPARTMENT: 0992 LIQUOR PURCHASES

01-0699	BEVERAGE WHOLESALERS	continued			
	I-097684	609-90992-2252	BEER PURCHASE .	115346	6,432.05
01-1399	JOHNSON BROTHERS LIQUOR				
	C-583471	609-90992-2251	LIQUOR PURCHA .	115353	17.25-
	C-583472	609-90992-2253	WINE PURCHASE .	115353	34.78-
	C-583473	609-90992-2253	WINE PURCHASE .	115353	10.50-
	I-1471363	609-90992-2251	LIQUOR PURCHA .	115353	12,058.80
	I-1471364	609-90992-2253	WINE PURCHASE .	115353	8,648.80
	I-1471936	609-90992-2251	LIQUOR PURCHA .	115353	567.65
	I-1471937	609-90992-2253	WINE PURCHASE .	115353	579.90
	I-1475723	609-90992-2251	LIQUOR PURCHA .	115353	867.04
	I-1475724	609-90992-2253	WINE PURCHASE .	115353	446.55
1	I-1477961	609-90992-2251	LIQUOR PURCHA .	115353	450.24
	I-1477962	609-90992-2253	WINE PURCHASE .	115353	593.65
01-1507	LOCHER BROTHERS INC				
	I-17990	609-90992-2252	BEER PURCHASE .	115357	496.76
01-2019	PAUSTIS WINE COMPANY				
	I-76591	609-90992-2253	WINE PURCHASE .	115379	3,823.50
	I-77337	609-90992-2253	WINE PURCHASE .	115379	1,063.00
01-2036	PHILLIPS WINE AND SPIRI				
	C-352096	609-90992-2251	LIQUOR PURCHA .	115380	2.14-
	I-2682303	609-90992-2251	LIQUOR PURCHA .	115380	7,597.50
	I-2682304	609-90992-2253	WINE PURCHASE .	115380	144.00
	I-2682629	609-90992-2251	LIQUOR PURCHA .	115380	2,864.93
	I-2682630	609-90992-2254	GEN MDSE PURC .	115380	296.30
	I-2682630	609-90992-2253	WINE PURCHASE .	115380	1,369.19
	I-2684965	609-90992-2251	LIQUOR PURCHA .	115380	1,216.50
	I-2684966	609-90992-2254	GEN MDSE PURC .	115380	21.00
	I-2684966	609-90992-2253	WINE PURCHASE .	115380	165.16
	I-2686710	609-90992-2251	LIQUOR PURCHA .	115380	1,773.08
	I-2686711	609-90992-2254	GEN MDSE PURC .	115380	378.75
Ī	I-2686711	609-90992-2253	WINE PURCHASE .	115380	154.00
01-4457	BREAKTHRU BEVERAGE				
1	I-108108029	98 609-90992-2253	WINE PURCHASE .	115347	1,704.00
	I-108108133	609-90992-2254	GEN MDSE PURC .	115347	52.00
	I-108108133	609-90992-2251	LIQUOR PURCHA .	115347	5,474.84
	I-108108133	88 609-90992-2253	WINE PURCHASE .	115347	1,369.20
	I-108108419	95 609-90992-2252	BEER PURCHASE .	115347	98.20
	I-108108419	609-90992-2254	GEN MDSE PURC .	115347	188.00
	I-108108419	96 609-90992-2251	LIQUOR PURCHA .	115347	2,490.96
	I-108108419	97 609-90992-2253	WINE PURCHASE .	115347	216.00
01-5447	ARTISAN BEER COMPANY				
	C-480610	609-90992-2252	BEER PURCHASE .	115344	505.55-

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PACKET: 07199 Regular Payments

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	DESCRIPTION	CHECK#	AMOUNT
01-5447	ARTISAN BEEF	COMPANY	continued			
01-3447	ARTISAN BEEF	I-3393953	609-90992-2252	BEER PURCHASE .	115344	505.55
		I-3396655	609-90992-2252	BEER PURCHASE .	115344	350.35
		I-3397198	609-90992-2252	BEER PURCHASE .	115344	364.90
		I-3397960	609-90992-2252	BEER PURCHASE .	115344	184.80
01-6451	LOOMIS					
		I-12539976	609-90992-3311	GENERAL PROFE 11/19-12/19 SVC	115359	1,180.83
				DEPARTMENT 0992 LIQUOR PURCHASES	TOTAL:	84,040.28
				FUND 609 LIQUOR	TOTAL:	86,759.11

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PACKET: 07199 Regular Payments

VENDOR SET: 01

FUND : 630 SURFACE WATER MGT UTILITY DEPARTMENT: 0661 SURFACE WATER MGT UTILITY

CB-CURRENT BUDGET BUDGET TO USE:

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-3555 MN DOT I-P00011017 630-90661-5570 INFRASTRUCTUR 11/19 MATERIALS TESTING & INSP 115371 PROJ: Z70-5570 W RED/W MAR(500 BLK)ALLEY INFRASTRUCTURE 01-5733 VAST BROADBAND I-015038601-0120 630-90661-3321 TELEPHONE & C 01/06-02/05/20 115392 29.76

DEPARTMENT 0661 SURFACE WATER MGT UTILITYTOTAL: 144.99 ______

> FUND 630 SURFACE WATER MGT UTILITYTOTAL: 144.99

> > REPORT GRAND TOTAL: 238,767.01

BANK: AP

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** G/L ACCOUNT TOTALS **

				=======	LINE ITEM====== BUDGET OVER	DUP BUDGET===== BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	AVAILABLE BUDG
2019-2020	101-40821-3433	DUES & SUBSCRIPTIONS	20.00	120	120.00- Y	
	101-41136-3311	GENERAL PROFESSIONAL SERVI	46.00	44,536	35,466.89- Y	
	101-41136-3346		263.63	0	2,693.30- Y	
	101-41231-3311		340.04	2,300	685.69	
	101-42071-2211	GENERAL SUPPLIES	40.00	10,815	84.63- Y	
	101-50151-1151	WORK COMP INSURANCE PREMIU	1,242.19	46,221	9,314.79- Y	
	101-50151-2221	EQUIPMENT REPAIR & MAINTEN	24.80	10,000	3,310.26	
	101-50151-3311	GENERAL PROFESSIONAL SERVI		145,000	23,493.36	
	101-50156-3331	TRAVEL, CONFERENCES, AND S	146.00	8,000	4,583.47	
	101-50352-2221		181.24	38,800	5,199.14- Y	
	101-60162-2211	GENERAL SUPPLIES	80.00	3,500	2,225.67- Y	
	101-60164-2211		82.27	2,000	565.24	
	101-60211-2221	EQUIPMENT REPAIR & MAINTEN	22.00	71,500		
			300.00	18,500		
	101-60211-3311 101-60364-2223	BUILDING REPAIR & MAINTENA	50.00	8,500	4,266.03	
	101-70675-2211	GENERAL SUPPLIES	72.00	4,000	2,375.19- Y	
	101-70772-2211		136.80	1,400	232.75- Y	
	258-70579-3311		2,915.00	5,298	9,167.58- Y	
	401-40671-5540		1,874.00	0	34,447.23- Y	
	401-50151-5540		10,000.00	0	10,000.00- Y	
	456-70579-5570		927.14	0	405,304.32- Y	
	103_50551_5530	TMDD OTHER THAN BIDGE	2,304.74		2,650,511.95- Y	
	494-41136-5520	BUILDINGS & STRUCTURES	25,491.00	0		
	602-90581-2211	GENERAL SUPPLIES	340.00	250,000		
	609-90991-3333	FREIGHT	760.61	30,000		
	609-90991-3345	ADVERTISING	375.00	30,000	4,103.39- Y	
	609-90992-2251		19,636.91			
	609-90992-2252		0.00	1,704,028	333,253.65- Y	
	609-90992-2253		8,747.52	544,319	69,029.26- Y	
	609-90992-3311	GENERAL PROFESSIONAL SERVI	1,180.83	0	1,180.83- Y	
	630-90661-5570		115.23	271,413		
	** 2019-2020 YEA	R TOTALS **	99,486.20			
2020-2021	101-40141-3433	DUES & SUBSCRIPTIONS	28,666.00	41,515	12,849.00	
	101-40141-3811	COMMUNITY CONTRIBUTIONS	4,000.00	13,635	9,635.00	
	101-40671-3321		10.61	2,300	2,039.39	
	101-40821-2211	GENERAL SUPPLIES	39.50	5,000	4,960.50	
	101-40821-3405	MAINTENANCE AGREEMENTS	17,028.52	600	16,428.52- Y	
	101-40931-3433	DUES & SUBSCRIPTIONS	150.00	600	450.00	
	101-41641-3321	TELEPHONE	30.14	1,200	1,169.86	
	101-42071-2211	GENERAL SUPPLIES	720.00	13,000	12,280.00	
	101-42071-3321	TELEPHONE & CELLULAR PHONE	84.00	1,000	916.00	
	101-50151-3321	TELEPHONE & CELLULAR PHONE	630.05	22,300	21,279.95	
	101-50151-3433	DUES & SUBSCRIPTIONS	21,350.00	30,630	9,280.00	

** G/L ACCOUNT TOTALS **

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				=========	LINE ITEM======	=====GRC	OUP BUDGET=====
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
	101-50251-3433	DUES & SUBSCRIPTIONS	15.00	275	260.00		
	101-50352-3321	TELEPHONE & CELLULAR PHONE	62.78	1,500	1,407.22		
	101-50352-3433	DUES & SUBSCRIPTIONS	1,596.00	3,325	1,729.00		
	101-60164-3433	DUES & SUBSCRIPTIONS	150.00	3,000	2,850.00		
	101-70276-3321	TELEPHONE	323.64	4,000	3,646.36		
	101-70675-3433	DUES & SUBSCRIPTIONS	1,241.00	1,800	559.00		
	101-70774-2211	GENERAL SUPPLIES	2,000.00	14,750	12,750.00		
	101-70871-2211	GENERAL SUPPLIES	105.00	16,450	16,345.00		
	258-70579-3321	TELEPHONE & CELLULAR PHONE	174.88	0	204.88- Y		
	270-50551-3311	GENERAL PROFESSIONAL SERVI	240.00	5,000	4,248.00		
	602-90581-3313	LEGAL FEES	4,158.00	0	4,158.00- Y		
	602-90581-3321	TELEPHONE & CELLULAR PHONE	392.69	7,440	6,927.31		
	602-90581-3437	LICENSES AND TAXES	25.00	12,400	9,759.91		
	609-90991-3311	GENERAL PROFESSIONAL SERVI	800.23	3,000	2,199.77		
	609-90991-3321	TELEPHONE	180.87	1,350	1,139.13		
	609-90991-3333	FREIGHT	602.12	30,000	29,328.65		
	609-90992-2251	LIQUOR PURCHASES	15,705.24	1,091,165	1,067,455.51		
	609-90992-2252	BEER PURCHASES	26,301.43	1,576,627	1,540,193.08		
	609-90992-2253	WINE PURCHASES	11,484.15	456,941	444,765.85		
	609-90992-2254	GEN MDSE PURCHASES	984.20	73,019	70,678.76		
	630-90661-3321	TELEPHONE & CELLULAR PHONE	29.76	750	650.24		
	** 2020-2021 YEA	R TOTALS **	139,280.81				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-0141	MAYOR & COUNCIL	32,666.00
101-0151	POLICE ADMINISTRATION	45,018.29
101-0156	CHEMICAL ASSESSMENT TEAM	146.00
101-0162	ENGINEERING	80.00
101-0164	COMMUNITY PLANNING	232.27
101-0211	STREET ADMINISTRATION	322.00
101-0251	EMERGENCY MANAGEMENT SERV	15.00
101-0276	PARK MAINTENANCE & DEVEL.	323.64
101-0352	FIRE SERVICES	1,840.02
101-0364	AIRPORT	50.00
101-0671	CABLE COMMISSION	10.61
101-0675	COMM SERVICES ADMIN	1,313.00
101-0772	CS YOUTH ACTIVITIES	136.80
101-0774	CS GENERAL-OTHER	2,000.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-0821	FINANCE	17,088.02
101-0871	COMMUNITY EDUCATION	105.00
101-0931	APPRAISING & ASSESSING	150.00
101-1136	GEN COMM DEVELOPMENT	309.63
101-1231	MUNICIPAL BLDG MAINT	340.04
101-1641	INFORMATION TECHNOLOGY	30.14
101-2071	ADULT COMMUNITY CTR	844.00
101 TOTAL	GENERAL FUND	103,020.46
258-0579	AMATEUR SPORTS CENTER	3,089.88
258 TOTAL	ARENA & EXPO	3,089.88
270-0551	MERIT OPERATIONS	240.00
270 TOTAL	MERIT	240.00
401-0151	POLICE ADMINISTRATION	10,000.00
401-0671	CABLE COMMISSION	1,874.00
401 TOTAL	CAPITAL EQUIPMENT FUND	11,874.00
456-0579	AMATEUR SPORTS CENTER	927.14
456 TOTAL	2013 AMATEUR SPORTS CTR	927.14
493-0551	MERIT CENTER	2,304.74
493 TOTAL	MERIT TRACK EXPANSION	2,304.74
494-1136	GENERAL GOVERNMENT	25,491.00
494 TOTAL	CITY HALL BUILDING	25,491.00
602-0581	WW OPERATIONS	4,915.69
602 TOTAL	WASTEWATER OPERATING	4,915.69

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
609-0991 609-0992	LIQUOR OPERATIONS LIQUOR PURCHASES	2,718.83 84,040.28
609 TOTAL	LIQUOR	86,759.11
630-0661	SURFACE WATER MGT UTILITY	144.99
630 TOTAL	SURFACE WATER MGT UTILITY	144.99
	** TOTAL **	238,767.01

*** PROJECT TOTALS ***

PROJECT	LINE ITE	M	AMOUNT
120 ICE SKATING LESSONS	2211	GENERAL SUPPLIES ** PROJECT 120 TOTAL **	105.00 105.00
500 AFTER SCHOOL CLUBS	2211	GENERAL SUPPLIES ** PROJECT 500 TOTAL **	136.80 136.80
C42 SW REG AMATEUR SPORTS CTR	5570	INFRASTRUCTURE ** PROJECT C42 TOTAL **	927.14 927.14
CH1 CITY HALL-NEW	5520	BUILDING & STRUCTURES ** PROJECT CH1 TOTAL **	491.00 491.00
MER MERIT CENTER	5530	IMPR OTHER THAN BLDGS ** PROJECT MER TOTAL **	2,304.74 2,304.74
PC5 10/14-09/16 CAT GRANT	3331	TRAVEL, CONFERENCES, AND SCHOO ** PROJECT PC5 TOTAL **	146.00 146.00
W04 BIOSOLIDS	2211	GENERAL SUPPLIES ** PROJECT W04 TOTAL **	340.00 340.00
Z70 W RED/W MAR(500 BLK)ALLEY	5570	INFRASTRUCTURE ** PROJECT Z70 TOTAL **	115.23 115.23

NO ERRORS

** END OF REPORT **

DIRECT PAYABLES CHECK REGISTER

1/23/2020 3:32 PM
PACKET: 07203 1/24/2020 PR lw - 1
VENDOR SET: 01 City of Marshall
BANK: AP REG AP

*** DRAFT/OTHER LISTING ***

ITEM ITEM

PAGE: 1

ITEM ITEM

VENDOR	I.D.	NAME	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
4805		FURTHER	_	. / /				
	I-202001234301	FURTHER		1/24/2020		520.84	001076	
	I-5FH202001224298	EMPLOYER CONTRIB FAM HSA 5000				4,333.68	001076	
	I-5FV202001224298	EMPLOYER CONT FAM VEBA 5000		1/24/2020		1,187.52	001076	
	I-5SH202001224298	EMPLOYER CONTRIB SNGL HSA 500				1,437.50	001076	
	I-5SV202001224298	EMPLOYER CONT SINGL VEBA 5000				770.85	001076	17 000 67
	I-HEC202001224298	EMPLOYEE HSA CONTRIBUTION	D	1/24/2020		8,978.28	001076	17,228.67
1358		INTERNAL REVENUE SERVICE						
	I-T1 202001224298	FEDERAL W/H	D	1/24/2020		23,130.84	001077	
	I-T3 202001224298	SOCIAL SECURITY W/H	D	1/24/2020		25,553.18	001077	
	I-T4 202001224298	MEDICARE W/H	D	1/24/2020		7,676.40	001077	56,360.42
3669		MINNESOTA STATE RETIREMENT SY	ST					
	I-27A202001224298	HEALTH CARE SAVINGS PLAN		1/24/2020		872.09	001078	
	I-27B202001224298	HEALTH CARE SAVINGS PLAN	D	1/24/2020		170.00	001078	
	I-27L202001224298	HEALTH CARE SAVINGS PLAN	D	1/24/2020		1,275.00	001078	
	I-27N202001224298	HEALTH CARE SAVINGS PLAN	D	1/24/2020		2,451.02	001078	
	I-27S202001224298	HEALTH CARE SAVINGS PLAN	D	1/24/2020		200.00	001078	
	I-36 202001224298	MNDCP - DEFERRED COMP	D	1/24/2020		970.00	001078	
	I-36R202001224298	MNDCP - ROTH	D	1/24/2020		355.00	001078	6,293.11
1818		MN REVENUE						
1010	I-T2 202001224298	STATE W/H	D	1/24/2020		10,834.30	001079	10,834.30
2512		NATIONWIDE RETIREMENT						
2312	I-33 202001224298	USCM	D	1/24/2020		875.00	001080	875.00
	1 33 202001224230	OSCH	D	1/24/2020		073.00	001000	073.00
2513		NATIONWIDE RETIREMENT-FIRE						
	I-34 202001224298	USCM FIRE DEPT	D	1/24/2020		958.50	001081	958.50
2028		PERA OF MINNESOTA REG						
	I-12 202001224298	PERA POLICE AND FIRE	D	1/24/2020		19,351.98	001082	
	I-13 202001224298	PERA COORDINATED	D	1/24/2020		30,628.16	001082	49,980.14
3443		VALIC DEFERRED COMP						
0110	I-35 202001224298	VALIC DEFERRED COMP	D	1/24/2020		1,032.00	001083	
	I-35F202001224298	VALIC - FIRE DEPARTMENT		1/24/2020		148.68	001083	
	I-35R202001224298	VALIC ROTH		1/24/2020		1,250.00	001083	2,430.68
6085	T 07D000001001001	VOYA - INVESTORS CHOICE	_	1 /04 /0000		150.00	001004	
	I-37D202001224298	VOYA DEFERRED		1/24/2020		150.00	001084	
	I-37R202001224298	VOYA ROTH PLAN	D	1/24/2020		845.00	001084	995.00

DIRECT PAYABLES CHECK REGISTER

1/23/2020 3:32 PM PACKET: 07203 1/24/2020 PR lw - 1

VENDOR SET: 01 City of Marshall *** DRAFT/OTHER LISTING ***
BANK: AP REG AP

ITEM ITEM ITEM ITEM ITEM
TYPE DATE DISCOUNT AMOUNT NO# AMOUNT NAME VENDOR I.D.

PAGE: 2

* * BANK TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	0.00	145,955.82	145,955.82
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	9	0.00	145,955.82	145,955.82

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1/23/2020 3:32 PM DIRECT PAYABLES CHECK REGISTER
PACKET: 07203 1/24/2020 PR lw - 1
VENDOR SET: 01 City of Marshall *** DRAFT/OTHER LISTING ***
BANK: ALL DIRECT PAYABLES CHECK REGISTER PAGE: 3

** REGISTER GRAND TOTALS *

* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	0.00	145,955.82	145,955.82
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	9	0.00	145,955.82	145,955.82

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT	
101	1/2020	108,213.31CR	
211	1/2020	10,250.29CR	
258	1/2020	3,874.20CR	
270	1/2020	1,096.40CR	
602	1/2020	16,727.38CR	
609	1/2020	5,794.24CR	
=======			
ALL		145,955.82CR	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

1/23/2020 4:00 PM PACKET: 07212 EFT Payments

VENDOR SET: 01

: 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

PAGE: 1

G/L ACCOUNT NAME EFT # AMOUNT VENDOR NAME ITEM # DESCRIPTION 01-1480 LAW ENFORCEMENT LABOR S I-80 202001224298 101-21265 UNION DUES LELS UNION DUES 003099 DEPARTMENT NON-DEPARTMENTAL TOTAL: 1,240.00 01-5891 ONE OFFICE SOLUTION I-1970144-0 101-40141-2211 GENERAL SUPPL MINUTE BOOK, SUPPLIES 003120 257.80 257.80 DEPARTMENT 0141 MAYOR & COUNCIL TOTAL: ______ 01-4489 VERIZON WIRELESS I-9845872918 101-50151-3321 TELEPHONE & C 12/09-01/08/20 003111 360.09 01-4826 RIEKE, BENJAMIN I-202001234299 101-50151-3331 TRAVEL, CONFE 01/14/20 DEF TACTICS CLASS- ST 003126 72.00 DEPARTMENT 0151 POLICE ADMINISTRATION TOTAL: 01-1090 FASTENAL COMPANY 101-50156-2215 SAFETY WEAR & POLY CHIN STRAPS
/16 CAT GRANT SAFETY EQUIPMENT I-100957 003095 150.09 PROJ: PC5-2215 10/14-09/16 CAT GRANT 01-1267 HEIMAN INC. I-0885484-IN 101-50156-2215 SAFETY WEAR & RUBBER BOOTS 161.35 003098 PROJ: PC5-2215 10/14-09/16 CAT GRANT SAFETY EQUIPMENT DEPARTMENT 0156 CHEMICAL ASSESSMENT TEAM TOTAL: ______ 01-5180 RTVISION INC I-2019-100902 101-60162-2217 COMPUTER SOFT ONE OFFICE 03/01/20-02/28/20 003116 DEPARTMENT 0162 ENGINEERING TOTAL: 3,600.00 ______ 01-0430 HENRIKSEN, RAY I-202001224293 101-60164-3331 TRAVEL, CONFE 01/20 INSTIT FOR BLDG OFFICIAL 003123 01-5180 RTVISION INC I-2019-100958 101-60164-2217 COMPUTER SOFT 2020 RENEWAL 003116 7,500.00 01-5891 ONE OFFICE SOLUTION I-1967634-0 101-60164-2211 GENERAL SUPPL SUPPLIES
I-1970145-0 101-60164-2211 GENERAL SUPPL LABELS 003120 36.95 003120 DEPARTMENT 0164 COMMUNITY PLANNING TOTAL: 7,914.10

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1/23/2020 4:00 PM PACKET: 07212 EFT Payments

VENDOR SET: 01

VENDOR NAME ITEM # G/L ACCOUNT NAME

FUND : 101 GENERAL FUND
DEPARTMENT: 0211 STREET ADMINISTRATION BANK: AP

DESCRIPTION

PAGE: 2

EFT # AMOUNT

BUDGET TO USE: CB-CURRENT BUDGET

01-0815	CATTOOR OIL	COMPANY INC				
		I-1451	101-60211-2212	MOTOR FUELS, DEF FLUID #6	003091	10.01
		I-6414-1	101-60211-2212	MOTOR FUELS, DEF FLUID #12	003091	13.09
		I-6798	101-60211-2212	MOTOR FUELS, DEF FLUID 6226 GP BLADE	003091	6.92
01-0934	D & G EXCAVA	ATING INC				
		I-84632	101-60211-3311	GENERAL PROFE 12/30/19 SNO HAULING	003094	770.00
01-1565	MACQUEEN EQU	JIPMENT INC.				
		I-P24297	101-60211-2221	EQUIPMENT REP #1 BLOWER	003124	181.41
01-1986	NORTH CENTRA	AL INTERNATI				
		I-363958	101-60211-2221	EQUIPMENT REP P6 PU	003103	32.78
		I-364007	101-60211-2221	EQUIPMENT REP #1 BLOWER	003103	175.38
01-2632	ZIEGLER INC					
		I-PC040339900	101-60211-2221	EQUIPMENT REP 321 BLOWER PLOW EDGE BOLTS	003109	114.57
01-6135	SCHUELKE, JC	OSEPH dba				
		I-85	101-60211-3311	GENERAL PROFE 01/18/20 SNOW HAULING	003127	546.25
				DEPARTMENT 0211 STREET ADMINISTRATION	TOTAL:	1,850.41
01-0658	AP DESIGN					
		I-72202	101-70276-2211	GENERAL SUPPL DECALS-CARTER'S COURT	003089	48.00
01-2201	RUNNINGS SUPPLY INC					
		I-4790218	101-70276-2211	GENERAL SUPPL DEF FLUID	003106	9.99
						55.00
				DEPARTMENT 0276 PARK MAINTENANCE & DEVE:	L.TOTAL:	57.99
01-0658	AP DESIGN	- 50005	101 50050 0011			105.00
		I-72295	101-50352-2211	GENERAL SUPPL 2019 SVC AWARDS	003089	195.00
01-5288	WEST CENTRAL	COMMUNICAT				
		I-089131S	101-50352-2221	EQUIPMENT REP PORTABLE RADIO ANTENNAS	003117	233.50
01-5891	ONE OFFICE S	SOLUTION				
		I-1970643-0	101-50352-2211	GENERAL SUPPL HANGING FILES	003120	14.16
				DEPARTMENT 0352 FIRE SERVICES	TOTAL:	442.66
01-1243	HARDWARE HAN					
		I-1150		EQUIPMENT/TOO SNOW PUSHERS	003097	128.96
		I-1165	101-60364-2211	GENERAL SUPPL PAIL/KEYS	003097	13.45
		I-1250	101-60364-2211	GENERAL SUPPL SOAP DISPENSER HOSE	003097	10.03

1/23/2020 4:00 PM PACKET: 07212 EFT Payments

VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET

FUND : 101 GENERAL FUND DEPARTMENT: 0364 AIRPORT BANK: AP

PAGE: 3

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-1243	HARDWARE HAN	K cont	inued			
01-1243		I-1349	101-60364-2211	GENERAL SUPPL FURNACE FILTER, SNOW SHOVEL	003097	81.97
		I-55599	101-60364-2211	•	003097	7.97
		1-33399	101-60364-2211	GENERAL SUPPL BUNGEE CORDS	003097	7.97
01-2096	QUARNSTROM &	DOERING, P				
		I-M2148-100,S7421	7 101-60364-3313	LEGAL FEES HELENA RELOCATION	003105	1,860.00
	PROJ: H90-33	13 HELENA	CHEMICAL PROPERTY	LEGAL FEES		
				DEPARTMENT 0364 AIRPORT	TOTAL:	2,102.38
 01-5702	B & H PHOTO	& ELECTRONI				
		I-166550711	101-40671-2211	GENERAL SUPPL HEADSET AUDIO CONNECTION	003118	270.35
				DEPARTMENT 0671 CABLE COMMISSION	TOTAL:	270.35
01-5891	ONE OFFICE S	OLUTION				
		I-1967636-0	101-40741-2211	GENERAL SUPPL SUPPLIES	003120	68.88
		I-1970144-0	101-40741-2211	GENERAL SUPPL MINUTE BOOK, SUPPLIES	003120	95.83
				DEPARTMENT 0741 CITY ADMINISTRATION	TOTAL:	164.71
		I-1967641-0	101-40821-2211	GENERAL SUPPL SUPPLIES	003120	24.64
				DEPARTMENT 0821 FINANCE	TOTAL:	24.64
		I-1967635-0	101-40931-2211	GENERAL SUPPL SUPPLIES	003120	48.29
		I-1967635-1	101-40931-2211	GENERAL SUPPL SUPPLIES	003120	2.98
		I-1970146-0	101-40931-2211	GENERAL SUPPL DOOR HANGARS	003120	4.24
				DEPARTMENT 0931 APPRAISING & ASSESSING	TOTAL:	55.51
 01-0658	AP DESIGN					
01-0030		I-72322	101-70971-2211	GENERAL SUPPL INDOOR SOCCER CAMP	003089	236.80
	PROJ: 223-22		MINOR LEAGUE	GENERAL SUPPLIES	003009	230.00
				DEPARTMENT 0971 RECREATION	TOTAL:	236.80
01-1243	HARDWARE HAN					
1210	michina imi	I-1286	101-41231-2223	BUILDING REPA KEYS	003097	9.96
				DDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDD	moma r	0.00
				DEPARTMENT 1231 MUNICIPAL BLDG MAINT	TOTAL:	9.96

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1/23/2020 4:00 PM PACKET: 07212 EFT Payments

VENDOR SET: 01

FUND: 101 GENERAL FUND
DEPARTMENT: 1641 INFORMATION TECHNOLOGY
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-4549	A & B BUS	INESS, INC				
		I-IN689390	101-41641-3405	MAINTENANCE A USAGE 03/06/19-01/05/20	003113	133.74
		I-IN689462	101-41641-3405	MAINTENANCE A 01/05-02/04/20	003113	1,800.18
				DEPARTMENT 1641 INFORMATION TECHNOLOG	Y TOTAL:	1,933.92
01-0836	CHARTER C	OMMUNICATIONS I-202001224291	101-42071-2211	GENERAL SUPPL 01/01-01/31/20	003092	11.99
				DEPARTMENT 2071 ADULT COMMUNITY CTR	TOTAL:	11.99
				FUND 101 GENERAL FUND	TOTAL:	20,916.75

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PACKET: 07212 EFT Payments

VENDOR SET: 01

FUND : 208 EDA ADMINISTRATION DEPARTMENT: 1136 GENERAL COMMUNITY DEV

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

ITEM # VENDOR NAME EFT # AMOUNT G/L ACCOUNT NAME DESCRIPTION 01-1604 MARSHALL AREA CHAMBER O

I-716 208-41136-3433 DUES & SUBSCR 2020 TRANSPORTATION 003125 6,000.00

DEPARTMENT 1136 GENERAL COMMUNITY DEV TOTAL: 6,000.00

FUND 208 EDA ADMINISTRATION TOTAL: 6,000.00

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1/23/2020 4:00 PM REGULAR DEPARTMENT PAYMENT REGISTER
T Payments PAGE: 6

PACKET: 07212 EFT Payments

VENDOR SET: 01

FUND : 240 COMM ED DRIVER'S TRAINING

CB-CURRENT BUDGET BUDGET TO USE:

DEPARTMENT: 0879 COMM ED--WINTER BANK: AP

VENDOR NAME ITEM # EFT # AMOUNT G/L ACCOUNT NAME DESCRIPTION 01-0578 AMAZON CAPITAL SERVICES I-163P-GLYQ-KG6K 240-70879-2211 GENERAL SUPPL DRIVER EDUCATION 003087 18.58 DEPARTMENT 0879 COMM ED--WINTER 18.58 TOTAL: _____ FUND 240 COMM ED DRIVER'S TRAININGTOTAL: 18.58

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REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 7

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VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET

FUND : 258 ARENA & EXPO
DEPARTMENT: 0579 AMATEUR SPORTS CENTER BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-0658	AP DESIGN	I-72271	258-70579-2211	GENERAL SUPPL APPAREL FOR SEASONAL STAFF	003089	418.50
01-2428	TITAN MACHI	NERY I-13457838PC	258-70579-2221	EQUIPMENT REP SNOW PUSHER CUTTING EDGES	003107	277.23
01-3564	KESTELOOT E	NTERPRISES, I-IN38812	258-70579-2221	EQUIPMENT REP BROOM BRUSHES	003110	499.78
				DEPARTMENT 0579 AMATEUR SPORTS CENTER	TOTAL:	1,195.51
				FUND 258 ARENA & EXPO	TOTAL:	1,195.51

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PACKET: 07212 EFT Payments

VENDOR SET: 01

FUND : 494 CITY HALL BUILDING DEPARTMENT: 1136 GENERAL GOVERNMENT

BANK: AP BUDGET TO USE: CB-CURRENT BUDGET

ITEM # G/L ACCOUNT NAME EFT # AMOUNT VENDOR NAME DESCRIPTION 01-0875 COMPUTER MAN INC I-282899 494-41136-5520 BUILDINGS & S NETWORK BLDG 003093 160,169.50 494-41136-5520 BUILDINGS & S NETWORK SUPPORT @ SMSU I-282900 003093 2,208.38 01-5891 ONE OFFICE SOLUTION I-1968332-0 494-41136-5520 BUILDINGS & S CLOCK 003120 23.89 PROJ: CH1-5520 CITY HALL-NEW BUILDING & STRUCTURES DEPARTMENT 1136 GENERAL GOVERNMENT TOTAL: 162,401.77

FUND 494 CITY HALL BUILDING

TOTAL: 162,401.77

Item 13.

1/23/2020 4:00 PM REGULAR DEPARTMENT PAYMENT REGISTER PACKET: 07212 EFT Payments

PAGE: 9

VENDOR SET: 01

FUND : 602 WASTEWATER OPERATING DEPARTMENT: 0581 WW OPERATIONS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR			G/L ACCOUNT NAME		DESCRIPTION	EFT #	AMOUNT
======= 01-0815	CATTOOR OIL					=========	=========
		I-162066	602-90581-2212	MOTOR FUELS,	ON ROAD FUEL	003091	1,839.00
		I-1842	602-90581-2212	MOTOR FUELS,	GAS	003091	16.62
01-1090	FASTENAL COM	IPANY					
		I-100854	602-90581-2211	GENERAL SUPPL	MATERIALS	003095	14.89
		I-100875	602-90581-2211	GENERAL SUPPL	SUPPLIES	003095	114.12
01-1201	GRAINGER INC	;					
		I-9405698003	602-90581-2211	GENERAL SUPPL	BATTERIES	003096	8.64
01-1633	MARSHALL MUN	IICIPAL UTIL					
		I-10127	602-90581-3311	GENERAL PROFE	01/20 WW BILLING	003100	6,676.58
01-1635	MARSHALL NOF	RTHWEST PIPE					
			602-90581-3322 602-90581-2211	POSTAGE	SHIPPING	003101	7.86
		I-439384	602-90581-2211	GENERAL SUPPL	SUPPLIES	003101	2.93
01-1813	MN POLLUTION	CONTROL AG					
		I-10000085637-1	602-90581-3437	LICENSES AND	WW LAB CERT FEE	003102	2,475.00
01-2511	USA BLUE BOO	DΚ					
		I-113124	602-90581-2211	GENERAL SUPPL	CORE 15 SAMPLER	003108	278.49
01-2632	ZIEGLER INC						
		I-PC040339741	602-90581-2221	EQUIPMENT REP	ELEMENT REPLACEMENT	003109	166.77
01-4520	HARRISON TRU	JCK CENTERS					
					FILTERS	003112	242.09
		212 BIOSOLIDS			LUBRICANTS & ADDI		
		I-X205046201:01	602-90581-2212	MOTOR FUELS,	KIT FILTER INSERT JETTER	003112	61.67
				DEPARTMENT 0	581 WW OPERATIONS	TOTAL:	11,904.66
				FUND 6	02 WASTEWATER OPERATING	TOTAL:	11,904.66

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PACKET: 07212 EFT Payments

VENDOR SET: 01

FUND : 609 LIQUOR

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 0991 LIQUOR OPERATIONS BANK: AP

PAGE: 10

G/L ACCOUNT NAME VENDOR NAME ITEM # DESCRIPTION EFT # AMOUNT 01-0595 AMERIPRIDE SERVICES, IN 609-90991-3311 GENERAL PROFE 01/20/20 SVC 003088 I-2801121615 01-0688 BELLBOY CORPORATION I-0100743300 609-90991-3333 FREIGHT 003090 4.90 I-0100743300 I-0100743300 609-90991-2211 GENERAL SUPPL . 003090 128.04 I-0100770900 609-90991-3333 FREIGHT 003090 01-2049 PLUNKETTS PEST CONTROL 609-90991-3311 GENERAL PROFE 01/17/20 SVC 003104 39.27 I-6534596 01-4594 VINOCUPIA 003114 I-0249927-IN 609-90991-3333 FREIGHT 31.25 01-4855 SOUTHERN GLAZER'S OF MN 609-90991-3333 FREIGHT 609-90991-3333 FREIGHT 609-90991-3333 FREIGHT 003115 1.20 21.00 I-1913892 I-1913893 003115 I-1913894 003115 6.00 01-6323 LUTHER, ERIC I-202001224297 609-90991-3331 TRAVEL, CONFE EMPLOYEE RECOGNITION SUPPLIES 003128 40.21 I-202001224297 609-90991-2221 EQUIPMENT REP EMPLOYEE RECOGNITION SUPPLIES 003128 18.28 418.17 DEPARTMENT 0991 LIQUOR OPERATIONS TOTAL: 01-0688 BELLBOY CORPORATION I-0082389800 609-90992-2251 LIQUOR PURCHA . I-0100743300 609-90992-2254 GEN MDSE PURC . I-0100770900 609-90992-2254 GEN MDSE PURC . 003090 1,121.80 003090 003090 94.14 01-4594 VINOCUPIA 320.00 I-0249927-IN 609-90992-2253 WINE PURCHASE . 003114 003114 I-0249927-IN 609-90992-2251 LIQUOR PURCHA . 1,809.75 01-4855 SOUTHERN GLAZER'S OF MN 609-90992-2253 WINE PURCHASE . 003115 39.52-C-9199224 003115 1,983.37 I-1913893 609-90992-2251 LIQUOR PURCHA . 609-90992-2253 WINE PURCHASE . 003115 T-1913894 458 00 01-5731 DOLL DISTRIBUTING 609-90992-2252 BEER PURCHASE . 003119 297.60-C-250363 I-244720 609-90992-2254 GEN MDSE PURC . 003119 203.40 609-90992-2252 BEER PURCHASE . 609-90992-2252 BEER PURCHASE . 609-90992-2254 GEN MDSE PURC . 003119 10,147.90 003119 1,450.40 I-245720 1,450.40 I-245721 I-248748 003119 I-248748 609-90992-2252 BEER PURCHASE . 003119 1,675.23 609-90992-2252 BEER PURCHASE . I-250632 003119 5,847.70

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1/23/2020 4:00 PM REGULAR DEPARTMENT PAYMENT REGISTER PACKET: 07212 EFT Payments PAGE: 11

VENDOR SET: 01

FUND : 609 LIQUOR
DEPARTMENT: 0992 LIQUOR PURCHASES

BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
01-6156	TRUE BRANDS	I-591633	609-90992-2254	GEN MDSE PURC .	003121	14.90
01-6277	TALKING WAT	ERS BREWING I-1186	609-90992-2252	BEER PURCHASE .	003122	555.00
				DEPARTMENT 0992 LIQUOR PU	RCHASES TOTAL:	25,496.52
				FUND 609 LIQUOR	TOTAL:	25,914.69

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1/23/2020 4:00 PM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 12

PACKET: 07212 EFT Payments

VENDOR SET: 01

FUND : 630 SURFACE WATER MGT UTILITY DEPARTMENT: 0661 SURFACE WATER MGT UTILITY

CB-CURRENT BUDGET BUDGET TO USE:

ITEM # VENDOR NAME EFT # AMOUNT G/L ACCOUNT NAME DESCRIPTION 01-1633 MARSHALL MUNICIPAL UTIL

630-90661-3312 CONSULTANT FE 01/20 LOCATES 003100

DEPARTMENT 0661 SURFACE WATER MGT UTILITYTOTAL: 2,670.58

FUND 630 SURFACE WATER MGT UTILITYTOTAL: 2,670.58

REPORT GRAND TOTAL: 231,022.54

BANK: AP

** G/L ACCOUNT TOTALS **

				=====L	INE ITEM======	=====GR(OUP BUDGET=====
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
2019-2020	101-41641-3405	MAINTENANCE AGREEMENTS	133.74	140,957	104,270.63		
	101-50151-3321	TELEPHONE & CELLULAR PHONE	360.09	18,500	2,211.32		
	101-60211-3311	GENERAL PROFESSIONAL SERVI	770.00	18,500	101,030.88- Y		
	101-60364-3313	LEGAL FEES	1,860.00	500	8,526.00- Y		
	** 2019-2020 YEA	R TOTALS **	3,123.83				
2020-2021	101-21265	UNION DUES	1,240.00				
	101-40141-2211	GENERAL SUPPLIES	257.80	8,000	7,742.20		
	101-40671-2211	GENERAL SUPPLIES	270.35	6,200	5,929.65		
	101-40741-2211	GENERAL SUPPLIES	164.71	1,400	1,235.29		
	101-40821-2211	GENERAL SUPPLIES	24.64	5,000	4,910.17		
	101-40931-2211	GENERAL SUPPLIES	55.51	1,500	1,444.49		
	101-41231-2223	BUILDING REPAIR & MAINTENA	9.96	7,500	7,490.04		
	101-41641-3405	MAINTENANCE AGREEMENTS	1,800.18	129,210	127,409.82		
	101-42071-2211	GENERAL SUPPLIES	11.99	13,000	12,143.07		
	101-50151-3331	TRAVEL, CONFERENCES AND SC	72.00	16,500	15,803.00		
	101-50156-2215	SAFETY WEAR & EQUIPMENT	311.44	2,700	2,388.56		
	101-50352-2211	GENERAL SUPPLIES	209.16	8,000	7,790.84		
	101-50352-2221	EQUIPMENT REPAIR & MAINTEN	233.50	29,000	28,750.60		
	101-60162-2217	COMPUTER SOFTWARE	3,600.00	0	3,600.00- Y		
	101-60164-2211	GENERAL SUPPLIES	50.94	2,500	2,449.06		
	101-60164-2217	COMPUTER SOFTWARE	7,500.00	0	7,500.00- Y		
	101-60164-3331	TRAVEL, CONFERENCES, AND S	363.16	5,000	4,150.00		
	101-60211-2212	MOTOR FUELS, LUBRICANTS &	30.02	55,000	54,192.01		
	101-60211-2221	EQUIPMENT REPAIR & MAINTEN	504.14	56,000	54,080.01		
	101-60211-3311	GENERAL PROFESSIONAL SERVI	546.25	18,500	14,383.75		
	101-60364-2211	GENERAL SUPPLIES	113.42	14,000	11,395.57		
	101-60364-2245	EQUIPMENT/TOOLS UP TO \$500	128.96	2,100	1,971.04		
	101-70276-2211	GENERAL SUPPLIES	57.99	37,000	36,780.23		
	101-70971-2211	GENERAL SUPPLIES	236.80	36,000	35,763.20		
	208-41136-3433	DUES & SUBSCRIPTIONS	6,000.00	10,500	4,500.00		
	240-70879-2211	GENERAL SUPPLIES	18.58	0	18.58- Y		
	258-70579-2211	GENERAL SUPPLIES	418.50	48,749	47,399.97		
	258-70579-2221	EQUIPMENT REPAIR & MAINTEN	777.01	0	777.01- Y		
	494-41136-5520	BUILDINGS & STRUCTURES	162,401.77	0	178,530.25- Y		
	602-90581-2211	GENERAL SUPPLIES	419.07	280,000	267,537.08		
	602-90581-2212	MOTOR FUELS, LUBRICANTS &	2,159.38	66,000	63,582.36		
	602-90581-2221	EQUIPMENT REPAIR & MAINTEN	166.77	150,000	141,190.36		
	602-90581-3311	GENERAL PROFESSIONAL SERVI	6,676.58	104,400	97,723.42		
	602-90581-3322	POSTAGE	7.86	2,000	1,992.14		
	602-90581-3437	LICENSES AND TAXES	2,475.00	12,400	7,144.91		
	609-90991-2211	GENERAL SUPPLIES	128.04	7,500	6,857.34		
	609-90991-2221	EQUIPMENT REPAIR & MAINTEN	18.28	1,500	1,481.72		
	609-90991-3311	GENERAL PROFESSIONAL SERVI	166.87	3,000	1,259.80		

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YEAR

REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 14

** G/L ACCOUNT TOTALS **

			=======	LINE ITEM======	=====GROU	JP BUDGET=====
			ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
609-90991-3331	TRAVEL, CONFERENCES AND SC	40.21	1,500	1,459.79		
609-90991-3333	FREIGHT	64.77	30,000	28,933.85		
609-90992-2251	LIQUOR PURCHASES	4,914.92	1,091,165	1,052,977.76		
609-90992-2252	BEER PURCHASES	19,378.63	1,576,627	1,482,881.51		
609-90992-2253	WINE PURCHASES	738.48	456,941	439,711.94		
609-90992-2254	GEN MDSE PURCHASES	464.49	73,019	69,622.50		
630-90661-3312	CONSULTANT FEES	2,670.58	45,885	43,214.42		
** 2020-2021 YEAR	R TOTALS **	227,898.71				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	1,240.00
101-0141	MAYOR & COUNCIL	257.80
101-0151	POLICE ADMINISTRATION	432.09
101-0156	CHEMICAL ASSESSMENT TEAM	311.44
101-0162	ENGINEERING	3,600.00
101-0164	COMMUNITY PLANNING	7,914.10
101-0211	STREET ADMINISTRATION	1,850.41
101-0276	PARK MAINTENANCE & DEVEL.	57.99
101-0352	FIRE SERVICES	442.66
101-0364	AIRPORT	2,102.38
101-0671	CABLE COMMISSION	270.35
101-0741	CITY ADMINISTRATION	164.71
101-0821	FINANCE	24.64
101-0931	APPRAISING & ASSESSING	55.51
101-0971	RECREATION	236.80
101-1231	MUNICIPAL BLDG MAINT	9.96
101-1641	INFORMATION TECHNOLOGY	1,933.92
101-2071	ADULT COMMUNITY CTR	11.99
101 TOTAL	GENERAL FUND	20,916.75
208-1136	GENERAL COMMUNITY DEV	6,000.00
208 TOTAL	EDA ADMINISTRATION	6,000.00

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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
240-0879	COMM EDWINTER	18.58
240 TOTAL	COMM ED DRIVER'S TRAINING	18.58
	AMATEUR SPORTS CENTER	1,195.51
	ARENA & EXPO	1,195.51
	GENERAL GOVERNMENT	162,401.77
494 TOTAL	CITY HALL BUILDING	162,401.77
	WW OPERATIONS	11,904.66
602 TOTAL	WASTEWATER OPERATING	11,904.66
609-0991 609-0992	LIQUOR OPERATIONS LIQUOR PURCHASES	418.17 25,496.52
609 TOTAL	LIQUOR	25,914.69
630-0661	SURFACE WATER MGT UTILITY	2,670.58
	SURFACE WATER MGT UTILITY	2,670.58
	** TOTAL **	231,022.54

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
223 SOCCER MINOR LEAGUE	2211 GENERAL SUPPLIES	236.80
	** PROJECT 223 TO	OTAL ** 236.80
CH1 CITY HALL-NEW	5520 BUILDING & STRUCTURES	23.89
	** PROJECT CH1 TO	OTAL ** 23.89

Item 13. Page 117 *** PROJECT TOTALS ***

PROJECT	LINE I	rem	AMOUNT
H90 HELENA CHEMICAL PROPERTY	3313	LEGAL FEES ** PROJECT H90 TOTAL **	1,860.00 1,860.00
PC5 10/14-09/16 CAT GRANT	2215	SAFETY EQUIPMENT ** PROJECT PC5 TOTAL **	311.44 311.44
W04 BIOSOLIDS	2212	MOTOR FUELS, LUBRICANTS & ADDI ** PROJECT W04 TOTAL **	242.09 242.09

NO ERRORS

** END OF REPORT **

REGULAR DEPARTMENT PAYMENT REGISTER

1/23/2020 4:29 PM PACKET: 07211 Regular Payments

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-1325 ICMA RETIREMENT TRUST # I-31 202001224298 101-21253 DEFERRED COMP ICMA DEFERRED COMP 115421 300.00 01-1757 MN CHILD SUPPORT PAYMEN

PAGE: 1

01-1757	MN CHILD SUPPORT	PAYMEN 12202001224298	101-21262	CHILD SUPPORT #0014992937	115435	356.25
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	656.25
01-6262	CHARTWELLS DINING		101-40141-2218	EMPLOYEE/DEPA RECOGNITION EVENT CATERER	115409	3,363.61
				DEPARTMENT 0141 MAYOR & COUNCIL	TOTAL:	3,363.61
01-0656	AVERA MARSHALL RE					
)2001234302)2001234303	101-50151-3311 101-50151-3311	GENERAL PROFE 10/19-11/19 TESTING GENERAL PROFE 12/19 BLOOD DRAWS	115403 115403	208.00 114.00
01-0774	BUREAU OF CRIMINA	AL APPR				
	I-00	0000584456	101-50151-3405	MAINTENANCE A 10/19-12/31/19 CJDN ACCESS F	'EE 115408	630.00
01-1945	NORMS GTC					
	I-10	01030	101-50151-2221	EQUIPMENT REP OIL FILTER	115440	9.02
	I-10)1419	101-50151-2221	EQUIPMENT REP WINDSHIELS WIPERS SQUAD 10	115440	29.90
	I-10	01420	101-50151-2221	EQUIPMENT REP WINDSHIELD WIPERS SQUAD 5	115440	29.90
01-4140	KRUSE FORD-LINCOI	IN-MERC				
	I-12	24149	101-50151-2221	EQUIPMENT REP BATTERY SQUAD 4	115426	129.95
	I-40	808	101-50151-2221	EQUIPMENT REP REPLACE WATER PUMP #07036	115426	2,550.85
	I-41	1059	101-50151-2221	EQUIPMENT REP REPLACE PLUGS/BOOTS SQUAD 2	115426	444.58
01-5700	WATCH GUARD					
	I-AC	CCINV0023411	101-50151-2211	GENERAL SUPPL BWC BELT CLIPS	115459	151.65
01-5813	ACE HOME & HARDWA	ARE				
	I-10)9230	101-50151-2211	GENERAL SUPPL WIRE CHANNEL KIT, KEY	115396	16.38
01-6166	PULVER MOTOR SVC,	LLC				
	I-10)51370	101-50151-3436	TOWING CHARGE ICR# 20-728	115445	75.00
	I-13	39578	101-50151-3436	TOWING CHARGE ICR# 19-21352	115445	600.00
		39592	101-50151-3436	TOWING CHARGE ICR# 20-564	115445	75.00
	I-14	11259	101-50151-3436	TOWING CHARGE ICR# 19-21506	115445	600.00
				DEPARTMENT 0151 POLICE ADMINISTRATION	TOTAL:	5,664.23
01-0656	AVERA MARSHALL RE	EGIONAL				
	I-20	02001234302	101-50156-3311	GENERAL PROFE 10/19-11/19 TESTING	115403	25.00
	PROJ: PC5-3311	10/14-09/	16 CAT GRANT	GENERAL PROFESSIONAL SVC		
				DEPARTMENT 0156 CHEMICAL ASSESSMENT TEAM	1 TOTAL:	25.00

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PAGE: 2

CHECK#

AMOUNT

442.40

PACKET: 07211 Regular Payments

VENDOR SET: 01

: 101 GENERAL FUND FUND

VENDOR NAME ITEM #

T-51740

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 0164 COMMUNITY PLANNING BANK: AP

DESCRIPTION

G/L ACCOUNT NAME

01-4718 GUTMAN, ILYA I-202001224292 101-60164-3331 TRAVEL, CONFE 01/13/20 INSTITUTE FOR BLDG OF 115418 DEPARTMENT 0164 COMMUNITY PLANNING TOTAL: 486.84 01-0656 AVERA MARSHALL REGIONAL 101-60211-3311 GENERAL PROFE 10/19-11/19 TESTING I-202001234302 115403 75.00 01-0689 BEND RITE FABRICATION I I-44438 115404 101-60211-2221 EQUIPMENT REP CAT 140 BLADE 18.30 I-44461 101-60211-2221 EQUIPMENT REP #10 TRUCK 115404 115.63 01-1393 JH LARSON ELECTRICAL CO I-S102091781.001 101-60211-2211 GENERAL SUPPL SIGNAL LIGHT BULBS 115423 27.00 I-S102091781.002 101-60211-2211 GENERAL SUPPL SIGNAL LIGHT BULBS I-S102170491.001 101-60211-2211 GENERAL SUPPL SIGNAL LIGHT BULBS 115423 9.00 42.00 115423 01-1945 NORMS GTC I-100975 101-60211-2221 EQUIPMENT REP SHOP VENT 115440 115440 101-60211-2221 EQUIPMENT REP CLAM BUCKET 101-60211-2221 EQUIPMENT REP EQUIPMENT FILT 101-60211-2245 EQUIPMENT/TOO DRAIN PAN I-100978 157.24 I-101029 EQUIPMENT REP EQUIPMENT FILTERS 115440 I-101060 115440 19.98 101-60211-2221 EQUIPMENT REP 1 TON WIPER BLADES 115440 I-101198 27.98 01-2064 POWERPLAN C-991121023250065 101-60211-2211 GENERAL SUPPL DEALER CREDIT 115444 17.10-I-P6302311 101-60211-2221 EQUIPMENT REP 644K WING HOSES 276.01 115444 I-P6327311 101-60211-2221 EQUIPMENT REP JD 622 BLADE 115444 101-60211-2221 EQUIPMENT REP JD 770 BLADE I-P6329911 115444 39.47 101-60211-2221 101-60211-2221 I-P6330011 EQUIPMENT REP #7 TRUCK 115444 201.27 I-P6330111 EOUIPMENT REP JD 622 BLADE 115444 69 55 01-2186 ROGGE EXCAVATING 101-60211-3311 GENERAL PROFE 01/02/20 PUSH UP PILE 115448 240.00 I-6360 115448 3,330.00 101-60211-3311 GENERAL PROFE 12/19 SNOW HAULING 01-2631 ZEP MANUFACTURING COMPA I-9004814182 101-60211-2212 MOTOR FUELS, BRAKE WASH, GLASS CLEANER 115460 777 97 01-3845 DAKOTA FLUID POWER INC. 115413 I-6743622 101-60211-2221 EQUIPMENT REP BUCKET TRUCK 01-4980 MENARDS INC 115432 I-51583 101-60211-2223 BUILDING REPA OFFICE REMODEL 109.46 I-51584 101-60211-2223 BUILDING REPA OFFICE REMODEL 115432 101-60211-2225 BUILDING KEPA OFFICE KEMOUEL 115432 101-60211-2245 EQUIPMENT/TOO TOOLS, SPEAKERS 115432 101-60211-2223 BUILDING REPA BOARD FOR OFFICE LIGHTS 115432 101-60211-2223 BUILDING REPA OFFICE REMODEL 115432 I-51613 117.92 I-51696 47.98

Item 13. Page 120 REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 3

1/23/2020 4:29 PM PACKET: 07211 Regular Payments

VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET

FUND: 101 GENERAL FUND
DEPARTMENT: 0211 STREET ADMINISTRATION BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
======						
01-4980	MENARDS INC	conti	nued			
		I-51802	101-60211-2223	BUILDING REPA OFFICE REMODEL	115432	29.16
		I-51892	101-60211-2223	BUILDING REPA OFFICE REMODEL	115432	80.00
		I-51929	101-60211-2223	BUILDING REPA OFFICE REMODEL	115432	110.35
		I-52319	101-60211-2223	BUILDING REPA OFFICE BLIND, BULBS	115432	119.94
01-5106						
		I-115647952	101-60211-2211	GENERAL SUPPL SUPPLIES	115454	742.24
01-5733	VAST BROADBA	AND				
		I-002687201-0120	101-60211-3321	TELEPHONE & C 01/08-02/07/20	115456	113.07
01-5813	ACE HOME & H	IARDWARE				
		C-109709	101-60211-2223	BUILDING REPA OFFICE STAIN	115396	3.00-
		C-110058	101-60211-2223	BUILDING REPA OFFICE VARNISH	115396	14.48-
		I-109388	101-60211-2221	EQUIPMENT REP BUCKET TRUCK	115396	5.67
		I-109441	101-60211-2223	BUILDING REPA OFFICE REMODEL	115396	51.52
		I-109511	101-60211-2223	BUILDING REPA OFFICE REMODEL	115396	29.93
		I-109516	101-60211-2223	BUILDING REPA PAINT	115396	42.97
		I-109547	101-60211-2223	BUILDING REPA OFFICE REMODEL	115396	92.64
		I-109560	101-60211-2223	BUILDING REPA OFFICE REMODEL	115396	11.98
		I-109568	101-60211-2223	BUILDING REPA OFFICE REMODEL	115396	19.98
		I-109658	101-60211-2223	BUILDING REPA OFFICE REMODEL	115396	16.98
		I-109669	101-60211-2223	BUILDING REPA OFFICE REMODEL	115396	11.99
		I-109705	101-60211-2223	BUILDING REPA OFFICE REMODEL	115396	29.55
		I-110034	101-60211-2211	GENERAL SUPPL GLUE	115396	1.99
		I-110060	101-60211-2223	BUILDING REPA CARPET EDGE, GLUE, REGISTER	115396	13.35
01-6436	VARITECH IND	OUSTRIES, IN				
		I-060-1017926	101-60211-2221	EQUIPMENT REP TRUCK BRINE NOZZLES	115455	96.94
				DEPARTMENT 0211 STREET ADMINISTRATION	TOTAL:	8,617.54
 01-0656	AVERA MARSHA	ALL REGIONAL				
			101-70276-3311	GENERAL PROFE 10/19-11/19 TESTING	115403	25.00
01-0689	BEND RITE FA	ABRICATION I				
		I-44482	101-70276-2211	GENERAL SUPPL SALT	115404	35.07
)1-1632	MARSHALL MIN	II-STORAGE,				
		I-32741	101-70276-2211	GENERAL SUPPL 02/20 STORAGE	115430	72.00
)1-1945	NORMS GTC					
		I-101125	101-70276-2221	EQUIPMENT REP WIPER ARMS	115440	25.99
		I-101414	101-70276-2221	EQUIPMENT REP SUPPLIES	115440	29.98
1-4980	MENARDS INC					
		T-52052	101-70276-2223	BIITIDING REPA SHOP BATHROOMS	115432	349 65

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I-52052 101-70276-2223 BUILDING REPA SHOP BATHROOMS 115432 349.65

REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 4

DESCRIPTION

CHECK# AMOUNT

1/23/2020 4:29 PM PACKET: 07211 Regular Payments

VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET

FUND : 101 GENERAL FUND
DEPARTMENT: 0276 PARK MAINTENANCE & DEVEL. BANK: AP

VENDOR NAME ITEM # G/L ACCOUNT NAME

1-4980	MENARDS INC		ontinued			
	I	-52055	101-70276-2223	BUILDING REPA SHOP DOORS	115432	387.51
		-52112	101-70276-2223	BUILDING REPA SHOP BATHROOMS	115432	269.73
		-52154		BUILDING REPA SHOP BATHROOMS	115432	207.34
		-52168	101-70276-2211	GENERAL SUPPL SUPPLIES	115432	11.95
	I	-52205	101-70276-2223	BUILDING REPA SHOP BATHROOMS	115432	146.80
01-5813	ACE HOME & HAR	DWARE				
		-109614		GENERAL SUPPL JIGSAW BLADES, SPADE BITS		34.98
	I	-109926	101-70276-2223	BUILDING REPA SHOP BATHROOM FLOORING	115396	73.99
	I	-110050	101-70276-2211	GENERAL SUPPL SUPPLIES	115396	7.78
				DEPARTMENT 0276 PARK MAINTENANCE & DEVI	EL.TOTAL:	1,677.77
01 0010	BORDER STATES					
01-0018		-9149226013	101-50352-2223	BUILDING REPA LED BULB RETRO INSTATION	115406	914.40
		-9149220013 -919252156		OTHER REPAIRS LED LIGHT RETRO	115406	207.96
		-919286871		BUILDING REPA CAT 6 DATA CABLE	115406	840.87
	Τ.	-919200071	101-30332-2223	BUILDING REFA CAI O DATA CABLE	113400	040.07
01-1061	EMERGENCY APPA	RATUS MAI				
ı	I	-110194	101-50352-2221	EQUIPMENT REP SAFETY CHAINS FOR CAPS	115414	15.90
01-6456	FREMMING, TRAV	IS				
	I	-102	101-50352-3433	DUES & SUBSCR TRAINING RECORDS MGT SOFTWA	ARE 115417	400.00
01-6457	STREET SMART R	ENTALS, L				
	I	-958710	101-50352-2245	EQUIPMENT/TOO TRAFFIC FLARES	115452	1,680.00
				DEPARTMENT 0352 FIRE SERVICES	TOTAL:	4,059.13
01-0629	ARNOLD MOTOR S	UPPLY -02NV037353	101-60364-2221	EOUIPMENT REP FWD PLOW	115401	34.07
		-02NV037333 -02NV37334		EQUIPMENT REP FWD PLOW EOUIPMENT REP FWD WIPER BLADE	115401	11.36
	1.	-UZNV3/334	101-60364-2221	EQUIPMENT KEP FWD WIPER BLADE	115401	11.36
01-1945	NORMS GTC					
		-101035	101-60364-2221	EQUIPMENT REP 1 TON	115440	133.97
	I	-101405	101-60364-2212	MOTOR FUELS, OSHKOSH PLOW ATF	115440	87.96
01-2395	SWEDE'S SERVICE	E CENTER				
	I	-27048	101-60364-2221	EQUIPMENT REP SKIDLOADER	115453	387.19
01-3819	DACOTAH PAPER	CO				
ı	I	-34160	101-60364-2211	GENERAL SUPPL A/D BATHROOMS	115412	43.40
01-5047	MULTI ELECTRIC					
İ	I	-6	101-60364-2211	GENERAL SUPPL PAPI CONTROL BOARDS	115439	799.43
l						

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REGULAR DEPARTMENT PAYMENT REGISTER

1/23/2020 4:29 PM 07211 Regular Payments

VENDOR SET: 01

: 101 GENERAL FUND

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 0364 AIRPORT BANK: AP

PAGE: 5

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# THITOMA 01-5095 KIBBLE EOUIPMENT I-202001224294 101-60364-2221 EQUIPMENT REP OSHKOSH SWEEPER 115425 I-202001224295 101-60364-2221 EQUIPMENT REP 1 TON HYDRAULIC COUPLINGS 115425 74.44 101-60364-2221 EQUIPMENT REP SKIDLOADER 115425 I-202001224296 220.81 01-5729 ERECT A TUBE I-00050644 101-60364-2221 EQUIPMENT REP T HANGAR DOOR PARTS 115415 746.80 01-5733 VAST BROADBAND I-015187301-0120 101-60364-3321 TELEPHONE 01/06-02/05/20 115456 420.40 01-6412 AG PLUS COOPERATIVE I-122002 101-60364-2212 MOTOR FUELS, BULK FUEL 115398 2,133.50 01-6455 FLIGHT LIGHT, INC I-0071050-IN 101-60364-2211 GENERAL SUPPL MALSR CIRCUIT BOARDS 115416 1,648.18 DEPARTMENT 0364 AIRPORT TOTAL: 01-5813 ACE HOME & HARDWARE I-109659 101-40821-2211 GENERAL SUPPL SPACE HEATER 115396 DEPARTMENT 0821 FINANCE TOTAL: 25.69 01-5132 VERIZON WIRELESS I-SCOT2IN33873 101-70971-3321 TELEPHONES & PHONE- CAM 115457 64.98 DEPARTMENT 0971 RECREATION TOTAL: 64.98 01-1343 INDEPENDENT LUMBER OF M I-2001-005687 101-41231-2211 GENERAL SUPPL POLY COVERING 115422 33.99 01-3819 DACOTAH PAPER CO 101-41231-2211 GENERAL SUPPL POLISH PADS I-27836 115412 12.72 101-41231-2211 GENERAL SUPPL TOWELS, CLEANERS 152.56 I-30788 115412 115412 I-33735 101-41231-2211 GENERAL SUPPL MOPS 01-4980 MENARDS INC I-51820 101-41231-2211 GENERAL SUPPL ICE MELT, DUSTERS 115432 373.90 DEPARTMENT 1231 MUNICIPAL BLDG MAINT TOTAL: 01-5121 COLE PAPERS INC I-9624031 101-41641-2211 GENERAL SUPPL COPY PAPER 115410 1,537.90 DEPARTMENT 1641 INFORMATION TECHNOLOGY TOTAL: 1,537.90

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VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 2071 ADULT COMMUNITY CTR BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DES	SCRIPTION	CHECK#	AMOUNT
01-2351	STAR TRIBUNE	I-9031059-2020	101-42071-3433	DUES & SUBS	===== CR 202	O SUBSCRIPTION	115451	355.68
01-3819	DACOTAH PAPE	CR CO I-34159	101-42071-2211	GENERAL SUP	PL SUP	PPLIES	115412	124.94
				DEPARTMENT	2071	ADULT COMMUNITY CTR	TOTAL:	480.62
				FUND	101	GENERAL FUND	TOTAL:	33,826.77

BANK: AP

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PACKET: 07211 Regular Payments

VENDOR SET: 01

VENDOR NAME

FUND : 208 EDA ADMINISTRATION

DEPARTMENT: 1136 GENERAL COMMUNITY DEV

BUDGET TO USE: CB-CURRENT BUDGET

G/L ACCOUNT NAME

ITEM # 01-6374 CONNECT BUSINESS MAGAZI 208-41136-3345 ADVERTISING AD 115411 480.00

DEPARTMENT 1136 GENERAL COMMUNITY DEV TOTAL: 480.00

FUND 208 EDA ADMINISTRATION TOTAL: 480.00

DESCRIPTION

BANK: AP

CHECK# AMOUNT

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PACKET: 07211 Regular Payments

VENDOR SET: 01 FUND : 258 ARENA & EXPO

DEPARTMENT: 0579 AMATEUR SPORTS CENTER

CB-CURRENT BUDGET BUDGET TO USE:

BANK: AP

VENDOR NAME ITEM # G/L ACCOUNT NAME CHECK# AMOUNT DESCRIPTION 01-3819 DACOTAH PAPER CO I-30793 258-70579-2211 GENERAL SUPPL SUPPLIES 115412 864.18 01-4980 MENARDS INC 258-70579-2211 GENERAL SUPPL SUPPLIES 115432 60.56 I-52016 01-5813 ACE HOME & HARDWARE I-110000 258-70579-2211 GENERAL SUPPL SUPPLIES 115396 5.79 DEPARTMENT 0579 AMATEUR SPORTS CENTER TOTAL: 930.53 ______ 258 ARENA & EXPO 930.53 FUND TOTAL:

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VENDOR SET: 01

FUND : 494 CITY HALL BUILDING
DEPARTMENT: 1136 GENERAL GOVERNMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
 01-5857		LECTRONICS				
		I-20155019	494-41136-5520	BUILDINGS & S CITY HALL IT MOVE	115437	160.00
		I-20155044	494-41136-5520	BUILDINGS & S CITY HALL IT MOVE	115437	160.00
		I-20155191	494-41136-5520	BUILDINGS & S CITY HALL IT MOVE	115437	120.00
		I-20155342	494-41136-5520	BUILDINGS & S CITY HALL IT MOVE	115437	80.00
		I-20155524	494-41136-5520	BUILDINGS & S CITY HALL IT MOVE	115437	80.00
		I-50155068	494-41136-5520	BUILDINGS & S CITY HALL IT MOVE	115437	100.00
				DEPARTMENT 1136 GENERAL GOVERNMENT	TOTAL:	700.00
				FUND 494 CITY HALL BUILDING	TOTAL:	700.00

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DESCRIPTION

AMOUNT

CHECK#

PACKET: 07211 Regular Payments

VENDOR SET: 01

FUND : 602 WASTEWATER OPERATING

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM #

DEPARTMENT: 0581 WW OPERATIONS BANK: AP

G/L ACCOUNT NAME

01-0164 VESSCO, INC I-78776 602-90581-2221 EQUIPMENT REP POLYBLEND PARTS 115458 01-0689 BEND RITE FABRICATION I I-44440 I-44440 602-90581-2211 GENERAL SUPPL TUBING
I-44645 602-90581-2211 GENERAL SUPPL MATERIALS LIFT 4 115404 115404 8.58 PROJ: W00-2211 SANITARY SEWER GENERAL SUPPLIES 01-1230 HACH COMPANY I-11796729 602-90581-2211 GENERAL SUPPL REAGENT & CLEANER PHOSPHAX ANA 115419 01-1256 HAWKINS INC I-4642686 602-90581-2211 GENERAL SUPPL FERRIC CHLORIDE 115420 5,471.32 602-90581-2211 GENERAL SUPPL FERRIC CHLORIDE I-4650894 115420 5,471.32 01-1539 LYON COUNTY ENVIRONMENT 602-90581-3384 REFUSE DISPOS UV BULB DISPOSAL 115428 146.00 01-1548 LYON COUNTY LANDFILL I-301082 602-90581-3384 REFUSE DISPOS WASTE DISPOSAL 115429 01-1649 MARSHALL TRUCK SALVAGE I-64295 602-90581-2211 GENERAL SUPPL AG CHEM 115431 32.00 602-90581-2211 GENERAL SUPPL DRY CART 115431 602-90581-2211 GENERAL SUPPL LIGHT FOR F450 I-64340 115431 71 98 01-1785 MN DEPT OF NATURAL RESO I-1993-4074-2020 602-90581-3437 LICENSES AND WATER PERMIT 115436 140.00 01-1877 MOTION INDUSTRIES INC 602-90581-2221 I-MN01-176547 EQUIPMENT REP PARTS FOR AG-CHEM 115438 71.64 PROJ: W04-2221 BIOSOLIDS PROJECT COSTS 602-90581-2212 MOTOR FUELS, BELTS I-MN01-176632 115438 35.87 01-1945 NORMS GTC 602-90581-2212 MOTOR FUELS, FILTERS, LUBE 602-90581-2212 MOTOR FUELS, BELT I-101003 115440 42.67 I-101084 115440 6.29 602-90581-2212 MOTOR FUELS, FILTERS, LUBE 141.58 I-101369 115440 602-90581-2212 MOTOR FUELS, FILTERS 115440 31.85 I-101458 01-2253 SEELYE PLASTICS INC I-SI+0284095 602-90581-2211 GENERAL SUPPL SAMPLER TUBING 115449 346.25 01-2631 ZEP MANUFACTURING COMPA 115460 96.06 I-9004817176 602-90581-2211 GENERAL SUPPL COREX 01-4980 MENARDS INC I-51970 602-90581-2211 GENERAL SUPPL SUPPLIES 115432 7.47

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VENDOR SET: 01

FUND : 602 WASTEWATER OPERATING
DEPARTMENT: 0581 WW OPERATIONS
BUDGET TO USE: CB-CURRENT BUDGET BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DES	SCRIPTION	CHECK#	AMOUNT
01-5813	ACE HOME 8	• HARDWARE					
		I-109386	602-90581-2211	GENERAL SUPPL CAR	RWAX PASTE	115396	10.97
		I-109979	602-90581-2211	GENERAL SUPPL HEI	O HD PLUG	115396	3.49
				DEPARTMENT 0581	WW OPERATIONS	TOTAL:	12,751.64
				FUND 602	WASTEWATER OPERATING	TOTAL:	12,751.64

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VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET

FUND : 609 LIQUOR
DEPARTMENT: 0991 LIQUOR OPERATIONS BANK: AP

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
======= 01-0656		HALL REGIONAL					
		I-202001234302	609-90991-3311	GENERAL PROFE	10/19-11/19 TESTING	115403	208.00
01-1399	JOHNSON BR	OTHERS LIQUOR					
		I-1480749	609-90991-3333	FREIGHT		115424	13.52
		I-1480750	609-90991-3333	FREIGHT		115424	15.21
		I-1482993	609-90991-3333	FREIGHT		115424	64.22
		I-1482994	609-90991-3333	FREIGHT	•	115424	49.01
01-2019	PAUSTIS WI	NE COMPANY					
		I-78327	609-90991-3333	FREIGHT		115442	45.00
01-2036	PHILLIPS W	INE AND SPIRI					
		C-353808	609-90991-3333	FREIGHT		115443	1.69-
		I-2688730	609-90991-3333	FREIGHT		115443	10.70
		I-2690422	609-90991-3333	FREIGHT		115443	39.85
		I-2690423	609-90991-3333	FREIGHT	•	115443	38.03
01-4457	BREAKTHRU	BEVERAGE					
		I-1081087933	609-90991-3333	FREIGHT		115407	54.33
		I-1081087964	609-90991-3333	FREIGHT		115407	1.85
01-4980	MENARDS IN	С					
		I-51476	609-90991-2211	GENERAL SUPPL	SHELVES, SUPPLIES	115432	96.40
		I-51480	609-90991-2211	GENERAL SUPPL	SHELVES	115432	52.08
01-5732	RITE						
		I-7692	609-90991-3311	GENERAL PROFE	ANNUAL SVC THRU 02/26/21	115446	386.55
		I-7758	609-90991-3311	GENERAL PROFE	CARD DEFENDER RENEWAL THR	U 02/ 115446	386.55
01-5823	STAN MORGA	N & ASSOCIATE					
		I-60425	609-90991-2245	EQUIPMENT/TOO	WINE MERCHANDISER	115450	4,200.00
				DEPARTMENT 0	991 LIQUOR OPERATIONS	TOTAL:	5,659.61
 01-0630	ARCTIC GLA	CIER					
		I-1949000811	609-90992-2254	GEN MDSE PURC	: .	115400	134.99
		I-1950000208	609-90992-2254	GEN MDSE PURC	· .	115400	77.30
01-0699	BEVERAGE W	HOLESALERS					
		C-51380	609-90992-2252	BEER PURCHASE		115405	18.60-
		C-742189	609-90992-2252	BEER PURCHASE		115405	132.75-
		I-097880	609-90992-2252	BEER PURCHASE		115405	1,069.80
		I-097968	609-90992-2252	BEER PURCHASE		115405	15,992.07
		I-097968	609-90992-2254	GEN MDSE PURC	: .	115405	255.60
		I-097969	609-90992-2252	BEER PURCHASE		115405	156.00
		I-098097	609-90992-2252	BEER PURCHASE		115405	91.60
		I-098703	609-90992-2252	BEER PURCHASE		115405	4,417.85

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VENDOR SET: 01

BUDGET TO USE: CB-CURRENT BUDGET

FUND : 609 LIQUOR
DEPARTMENT: 0992 LIQUOR PURCHASES BANK: AP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0699	BEVERAGE WI	HOLESALERS cont I-098916	inued 609-90992-2253	WINE PURCHASE		115405	80.80
		I-098916 I-098916	609-90992-2253	BEER PURCHASE		115405	14,310.37
		I-098916	609-90992-2252	BEER PURCHASE		115405	1,036.95
01-1399	JOHNSON BRO	OTHERS LIQUOR					
		I-1480749	609-90992-2251	LIQUOR PURCHA		115424	790.25
		I-1480750	609-90992-2253	WINE PURCHASE		115424	438.20
		I-1480751	609-90992-2252	BEER PURCHASE		115424	561.25
		I-1482993	609-90992-2251	LIQUOR PURCHA		115424	2,773.80
		I-1482994	609-90992-2253	WINE PURCHASE		115424	1,748.35
01-1507	LOCHER BRO'	THERS INC					
		I-18093	609-90992-2252	BEER PURCHASE	•	115427	219.90
01-2019	PAUSTIS WII	NE COMPANY					
		I-78327	609-90992-2253	WINE PURCHASE	•	115442	576.00
01-2036	PHILLIPS W	INE AND SPIRI					
		C-353804	609-90992-2251	LIQUOR PURCHA		115443	8.83-
		C-353805	609-90992-2251	LIQUOR PURCHA		115443	7.19-
		C-353806	609-90992-2251	LIQUOR PURCHA	•	115443	1.78-
		C-353807	609-90992-2251	LIQUOR PURCHA		115443	2.14-
		C-353808	609-90992-2254	GEN MDSE PURC	•	115443	45.00-
		I-2688730	609-90992-2251	LIQUOR PURCHA		115443	888.38
		I-2690422	609-90992-2251	LIQUOR PURCHA		115443	2,368.36
		I-2690423	609-90992-2253	WINE PURCHASE	•	115443	1,208.08
01-3761	AMERICAN BO	OTTLING CO.					
		I-3892905301	609-90992-2254	GEN MDSE PURC	•	115399	86.88
01-4457	BREAKTHRU 1						
		I-1081087932	609-90992-2252	BEER PURCHASE		115407	49.10
		I-1081087933	609-90992-2254	GEN MDSE PURC		115407	82.00
		I-1081087933 I-1081087964	609-90992-2251 609-90992-2253	LIQUOR PURCHA WINE PURCHASE		115407 115407	2,761.98 72.00
01-4980	MENARDS IN	C I-51690	609-90992-2211	GENERAL SUPPL	TOOLS	115432	9.26
01-5447	ARTISAN BEI	ED COMPANY					
01-3447	AKIISAN DEI	I-3398926	609-90992-2252	BEER PURCHASE		115402	130.40
		I-3399391	609-90992-2252	BEER PURCHASE		115402	49.00
01-6230	MILLNER HE	RITAGE VINEYA					
		I-1-1-14-20-1	609-90992-2253	WINE PURCHASE		115434	192.00
01 606-	B #4 B#05						
01-6365	RJM DISTRII	BUTING, INC I-10431334	609-90992-2254	GEN MDSE PURC		115447	181.75
		1 10101001	005 50552 2254	GEN FIDGE FUNC	•	113441	101.75

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PACKET: 07211 Regular Payments

VENDOR SET: 01

FUND : 609 LIQUOR
DEPARTMENT: 0992 LIQUOR PURCHASES

BUDGET TO USE:

BANK: AP CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME CHECK# AMOUNT

01-6365 RJM DISTRIBUTING, INC continued I-10431334 609-90992-2252 BEER PURCHASE . 115447 114.90

TOTAL: 52,708.88 DEPARTMENT 0992 LIQUOR PURCHASES

> FUND 609 LIQUOR TOTAL: 58,368.49

DESCRIPTION

REPORT GRAND TOTAL: 107,057.43

** G/L ACCOUNT TOTALS **

					INE ITEM====== BUDGET OVER		
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	AVAILABLE BUDG		BUDGET OVER AVAILABLE BUDG
IEAK	ACCOUNT	NAME	AMOUNT	PODGEI	AVAILABLE BUDG	PODGEI	AVAILABLE BUDG
2019-2020	101-50151-3311	GENERAL PROFESSIONAL SERVI	322.00	145,000	23,171.36		
	101-50151-3405	MAINTENANCE AGREEMENTS	630.00	12,185	7,832.70- Y		
	101-50151-3436	TOWING CHARGES	600.00	15,000	3,580.00		
	101-50156-3311	GENERAL PROFESSIONAL SERVI	25.00	0	2,018.88- Y		
	101-60211-3311	GENERAL PROFESSIONAL SERVI	75.00	18,500	101,030.88- Y		
	101-70276-3311	GENERAL PROFESSIONAL SERVI	25.00	500	6,297.55- Y		
	101-70971-3321	TELEPHONES & CELLULAR PHON	64.98	360	295.02		
	494-41136-5520	BUILDINGS & STRUCTURES	620.00	0	337,909.51- Y		
	609-90991-3311	GENERAL PROFESSIONAL SERVI	208.00	14,000	965.95- Y		
	609-90992-2252	BEER PURCHASES	114.90	1,704,028	333,368.55- Y		
	609-90992-2254	GEN MDSE PURCHASES	181.75	70,496	5,327.95- Y		
	** 2019-2020 YEAF	R TOTALS **	2,866.63				
2020-2021	101-21253	DEFERRED COMP - ICMA	300.00				
	101-21262	CHILD SUPPORT	356.25				
	101-40141-2218	EMPLOYEE/DEPARTMENT RECOGN	3,363.61	11,500	8,136.39		
	101-40821-2211	GENERAL SUPPLIES	25.69	5,000	4,910.17		
	101-41231-2211	GENERAL SUPPLIES	373.90	5,800	5,426.10		
	101-41641-2211	GENERAL SUPPLIES	1,537.90	3,000	1,462.10		
	101-42071-2211	GENERAL SUPPLIES	124.94	13,000	12,143.07		
	101-42071-3433	DUES & SUBSCRIPTIONS	355.68	540	184.32		
	101-50151-2211	GENERAL SUPPLIES	168.03	20,000	19,831.97		
	101-50151-2221	EQUIPMENT REPAIR & MAINTEN	3,194.20	20,600	17,405.80		
	101-50151-3436	TOWING CHARGES	750.00	22,500	21,750.00		
	101-50352-2221	EQUIPMENT REPAIR & MAINTEN	15.90	29,000	28,750.60		
	101-50352-2223	BUILDING REPAIR & MAINTENA	1,755.27	12,500	10,694.73		
	101-50352-2227		207.96	0	207.96- Y		
	101-50352-2245	EQUIPMENT/TOOLS UP TO \$500	1,680.00	40,481	38,801.00		
	101-50352-3433	DUES & SUBSCRIPTIONS	400.00	3,325	1,329.00		
	101-60164-3331	TRAVEL, CONFERENCES, AND S	486.84	5,000	4,150.00		
	101-60211-2211	GENERAL SUPPLIES	805.13	8,000	7,194.87		
	101-60211-2212	MOTOR FUELS, LUBRICANTS &	777.97	55,000	54,192.01		
	101-60211-2221	EQUIPMENT REPAIR & MAINTEN	1,415.85	56,000	54,080.01		
	101-60211-2223	BUILDING REPAIR & MAINTENA	1,722.62	5,000	3,277.38		
	101-60211-2245	EQUIPMENT/TOOLS UP TO \$500	137.90	11,650	11,512.10		
	101-60211-3311	GENERAL PROFESSIONAL SERVI	3,570.00	18,500	14,383.75		
	101-60211-3321	TELEPHONE & CELLULAR PHONE	113.07	2,800	2,563.61		
	101-60364-2211	GENERAL SUPPLIES	2,491.01	14,000	11,395.57		
	101-60364-2212	MOTOR FUELS, LUBRICANTS &	2,221.46	17,500	15,278.54		
	101-60364-2221	EQUIPMENT REPAIR & MAINTEN	1,660.44	15,100	13,439.56		
	101-60364-3321	TELEPHONE	420.40	5,000	4,519.60		
	101-70276-2211		161.78	37,000	36,780.23		
	101-70276-2221	EQUIPMENT REPAIR & MAINTEN	55.97	15,000	14,944.03		
	101-70276-2223	BUILDING REPAIR & MAINTENA	1,435.02	8,500	7,064.98		

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** G/L ACCOUNT TOTALS **

				=======	LINE ITEM=====	=====GRC	OUP BUDGET=====
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
	208-41136-3345	ADVERTISING	480.00	1,500	1,020.00		
	258-70579-2211	GENERAL SUPPLIES	930.53	48,749	47,399.97		
	494-41136-5520	BUILDINGS & STRUCTURES	80.00	0	178,530.25- Y		
	602-90581-2211	GENERAL SUPPLIES	11,957.89	280,000	267,537.08		
	602-90581-2212	MOTOR FUELS, LUBRICANTS &	258.26	66,000	63,582.36		
	602-90581-2221	EQUIPMENT REPAIR & MAINTEN	242.49	150,000	141,190.36		
	602-90581-3384	REFUSE DISPOSAL	153.00	3,500	3,347.00		
	602-90581-3437	LICENSES AND TAXES	140.00	12,400	7,144.91		
	609-90991-2211	GENERAL SUPPLIES	148.48	7,500	6,857.34		
	609-90991-2245	EQUIPMENT/TOOLS UP TO \$500	4,200.00	1,000	3,200.00- Y		
	609-90991-3311	GENERAL PROFESSIONAL SERVI	773.10	3,000	1,259.80		
	609-90991-3333	FREIGHT	330.03	30,000	28,933.85		
	609-90992-2211	GENERAL SUPPLIES	9.26	0	9.26- Y		
	609-90992-2251	LIQUOR PURCHASES	9,562.83	1,091,165	1,052,977.76		
	609-90992-2252	BEER PURCHASES	37,932.94	1,576,627	1,482,881.51		
	609-90992-2253	WINE PURCHASES	4,315.43	456,941	439,711.94		
	609-90992-2254	GEN MDSE PURCHASES	591.77	73,019	69,622.50		
	** 2020-2021 YEA	R TOTALS **	104,190.80				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	656.25
101-0141	MAYOR & COUNCIL	3,363.61
101-0151	POLICE ADMINISTRATION	5,664.23
101-0156	CHEMICAL ASSESSMENT TEAM	25.00
101-0164	COMMUNITY PLANNING	486.84
101-0211	STREET ADMINISTRATION	8,617.54
101-0276	PARK MAINTENANCE & DEVEL.	1,677.77
101-0352	FIRE SERVICES	4,059.13
101-0364	AIRPORT	6,793.31
101-0821	FINANCE	25.69
101-0971	RECREATION	64.98
101-1231	MUNICIPAL BLDG MAINT	373.90
101-1641	INFORMATION TECHNOLOGY	1,537.90
101-2071	ADULT COMMUNITY CTR	480.62
101 TOTAL	GENERAL FUND	33,826.77

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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
208-1136	GENERAL COMMUNITY DEV	480.00
208 TOTAL	EDA ADMINISTRATION	480.00
258-0579	AMATEUR SPORTS CENTER	930.53
258 TOTAL	ARENA & EXPO	930.53
494-1136	GENERAL GOVERNMENT	700.00
494 TOTAL	CITY HALL BUILDING	700.00
602-0581	WW OPERATIONS	12,751.64
602 TOTAL	WASTEWATER OPERATING	12,751.64
	LIQUOR OPERATIONS LIQUOR PURCHASES	5,659.61 52,708.88
609 TOTAL	LIQUOR	58,368.49
	** TOTAL **	107,057.43

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
PC5 10/14-09/16 CAT GRANT	3311 GENERA	L PROFESSIONAL SVC ** PROJECT PC5 TOTAL **	25.00 25.00
W00 SANITARY SEWER	2211 GENERA	L SUPPLIES ** PROJECT WOO TOTAL **	195.22 195.22
W04 BIOSOLIDS	2221 PROJEC	T COSTS ** PROJECT W04 TOTAL **	71.64 71.64

NO ERRORS

** END OF REPORT **



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Monday, January 28, 2019
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Consider approval of 2020 Workers Compensation Insurance
Background Information:	The premium for 2019 and estimated premium for 2020 are attached. The renewal is effective January 1, 2020 with the League of Minnesota Cities Insurance Trust. The workers compensation insurance covers City employees, elected and appointed officials, volunteer firefighters, all other volunteers, Library employees and Marshall Municipal Utilities employees. Staff recommends keeping the deductible at \$5,000. This will be an additional \$17,613 credit amount to the standard premium of \$241,600 Manual Premium \$ 430,112 Experience Mod. 0.63 -159,141 Standard Premium 270,971 Deductible Credit 6.50% - 17,613 Premium Discount - 29,371 Net Deposit Premium 223,987 This premium is paid by the following: City Portion \$182,289 Library Portion \$2,580 MMU Portion \$39,118 This is a \$8,612 or 4.00% increase from 2019 to 2020. The experience modifier has decreased from 0.68 in 2019 to 0.63 in 2020. That would indicate that staff will continue working to keep a safe work environment as well as continued training for staff in safety at the workplace. The rate increase also reflects the upward trend in overall insurance costs. An excerpt from the League of Minnesota Cities budget guide has also been included in the attachments for further
	reference to the increase in insurance premiums.
Fiscal Impact:	The estimated annual 2020 premium for the city portion is \$182,289
Alternative/ Variations:	
Recommendations:	Approve renewal of the 2020 City's Workers Compensation Insurance with the League of Minnesota Cities Insurance Trust.
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League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan 145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of \$150,000 - \$300,000

MARSHALL, CITY OF & MARSHALL MUNICIPAL UTILITIES

344 WEST MAIN ST

MARSHALL, MN 56258-1313

Agreement No.: WC 1001144 Q-4

Agreement Period:

From: 01/01/2020 To: 01/01/2021

Enclosed is a quotation for workers' compensation deposit premium. Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.

PAYROLL DESCRIPTION

CODE

RATE

ESTIMATED

DEPOSIT

430 112

PREMIUM PAYROLL

SEE ATTACHED SCHEDULE FOR DETAILS

iviariu	ai Fieiiliuili	430,112
Experience Modification	0.63	-159,141
Standar	d Premium	270,971
Deductible Credit	0.00%	0
Premiu	m Discount	-29,371
Net Depos	it Premium	\$241,600
Adjustment for Co	0	
Total Net Depos	it Premium	\$241,600

Manual Promium

Agent:

00382

Bremer Insurance Agencies Inc 208 E College Dr Marshall, MN 56258-1818

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^{*}Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Notice of Premium Options for Standard Premiums of \$150,000 - \$300,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

NET DEPOSIT PREMIUM

1.

Regular Premium Option

241,600

2. Deductible Premium Option

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 270,971. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium
\$250	0.90%	-2,439	239,161
\$500	1.60%	-4,336	237,264
\$1,000	2.60%	-7,045	234,555
\$2,500	4.50%	-12,194	229,406
\$5,000	6.50%	-17,613	223,987
\$10,000	9.00%	-24,387	217,213
\$25,000	15.00%	-40,646	200,954
\$50,000	20.00%	-54,194	187,406

3. Retrospective Rates Premium Option

Retro-Rated Minimum Factor	Est. Minimum Premium	Retro-Rated MaximumFactor	Est. Maximum Premium
0.415 %	112,453	1.300 %	352,262
0.364 %	98,633	1.500 %	406,456
0.280 %	75,872	2.000 %	541,942

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in divident distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature Title Dat Page 139

Page 2 of 3

Notice of Premium Options for Standard Premiums of \$150,000 - \$300,000 (Con't)

CONTINUATION SCHEDULE FOR QUOTATION PAGE

REMUNERATION RATE		CODE	DESCRIPTION	EST. PREM
603,249	9.96	5506	STREET CONSTRUCTION	60,084
178,561	5.87	7403	AIRPORT OPERATIONS	10,482
405,918	4.19	7520	WATERWORKS	17,008
1,177,469	3.53	7539	ELECTRIC & STEAM PLANT	41,565
784,312	5.02	7580	SEWEAGE DISPOSAL PLANT	39,372
120,519	0.28	7610	RADIO OR TELE BRDCSTING STATION-ALL EMPLOYEES	337
POP 15,150	228.70	7718	FIREFIGHTERS (VOLUNTEER)NON SMOKING	34,648
1,838,668	5.52	7721	POLICE-NON SMOKING	101,494
302,978	4.37	8017	OFF SALE LIQUOR STORE	13,240
1,650,689	0.78	8810	PUBLIC UTILITIES CLERICAL	12,875
611,905	0.78	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	4,773
1,190,622	0.78	8810	CLERICAL OFFICE EMPLOYEES NOC	9,287
19,741	2.86	8831	ANIMAL CONTROL	565
49,379		9015	PU MAINTENANCE	3,669
105,996		9015	SWIMMING POOL OR BEACH OPERATIONS	7,876
131,837	7.43	9015	BUILDINGS-OPER BY OWNER	9,795
68,515		9063	COMM. CENTERS-ALL EMPLOYEES & CLERICAL	1,877
742,696		9102	PARKS	44,859
10,490		9156	CITY BAND	630
237,917	3.67	9182	CITY ARENA-OPERATIONS	8,732
27,177		9410	BOOKMOBILE DRIVERS	182
994,583		9410	MUNICIPAL EMPLOYEES	6,664
18,200	0.54	9411	ELECTED OR APPOINTED OFFICIALS	98

2019-2020 Premium Rates

Workers' compensation program

Members with renewals on or after Jan. 1, 2020, will see a rate increase of approximately 9%. It's important to note, though, that it's unlikely individual premiums will increase by that exact amount because premiums are also affected by things like changes in members' expenditures, payrolls, experience rating, and other exposure measures.

The increase is needed to fund costs for claims related to post-traumatic stress disorder (PTSD). Based on our experience since PTSD became compensable in 2013, it is projected that PTSD will account for approximately \$9.4 million of the \$52 million in total workers' compensation claims the Trust expects to incur in the coming year.

In response to this rapidly evolving issue, the Trust has taken several significant steps. Among other things, these include creating a staff position that will focus on promoting research, awareness, diagnosis, prevention, and treatment.

In addition, the Trust will continue providing education and training on the topic, collaborating with other stakeholder organizations to address both the financial and human costs of PTSD, and working with the Legislature to identify long-term structural solutions to the issue.

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City of Marshall Worker's Compensation 3 Year Comparison

												%
			Experience								Amount	Change
	Manual	Experience	Modification	Standard		Premium	Option	Premium		Paid	Change in	in
Year	Premium	Modification	Amount	Premium	Option	Credit	Credit Amount	Discount	Premium	Claims	Premium	Premium
2017	356,830.00	0.81	(67,798.00)	289,032.00	\$5000 Deductible	7.50%	(21,677)	(31,520)	235,835.00	2,769.52		
2018	377,639.00	0.67	(124,621.00)	253,018.00	\$5000 Deductible	7.50%	(18,976)	(27,234)	206,808.00	19,142.02	(29,027.00)	-12.31%
2019	387,718.00	0.68	(124,070.00)	263,648.00	\$5000 Deductible	7.50%	(19,774)	(28,499)	215,375.00	12,035.25	8,567.00	4.14%
o "												
Option #1		Regular Premi										
2020	430,112.00	0.63	(159,141.00)	270,971.00				(29,371)	241,600.00		26,225.00	12.18%
Option #2		Deductible Pre										
2020	430,112.00	0.63	(159,141.00)	270,971.00	\$5000 Deductible	6.50%	(17,613)	(29,371)	223,987.00		8,612.00	4.00%
Option #3		Retrospective	Rates Premium									
2020	430,112.00	0.63	(159,141.00)	270,971.00				(29,371)	241,600.00			

Regular Premium:

Premium payment is the city's only responsibility or liability. This option is a "guaranteed cost" option.

Deductible Premium:

The city pays a lower premium in return for agreeing to reimburse LMCIT for paid medical losses up to the deductible. The city is billed by LMCIT for medical costs up to it per occurrence deductible. Each occurrence has its own deductible.

Retrospective Rate Premium:

The city's final premium reflects the city's own actual loss experience for the year. This option can save a city significant money during the long run. Of course, the city is also subject to possible premium increases if it experiences a lot of injuries or a single big loss. The final premium equals the minimum premium plus actual incurred losses and loss-related expenses, including assessments due to the state Special Compensation Fund. The firs adjustment is made approximately six months after losses the expiration of the agreement period, based on the total incurred cost of losses known at that time. Further adjustments are made annually thereafter until all claim activity ceases permanently. This includes activity on claims that reopen and claims for injuries that are fieled later for an accident occurring within the retrospective year. LMCIT closes retrospective years after 16 years, unless the city specifies it wants to hold the old retrospective year open.

League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan

145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

INFORMATION PAGE

RENEWAL

1.	344 W	ity" all, City Of est Main St all, MN 56258		Agreement "City	No.: WC 100114 " is: X City Joint Powe Other (dese	rs Entity
2.	The Ag	reement Period is from 1	2:01 a.m. 01/01	/2019 to 12:01 a.m. 01/01/20	o20 at the "City's"	address.
3.				e of the Agreement applies to th and the District of Columbia.	e Workers' Compe	nsation Law
		nployers Liability Coverag e limits of our liability und		ne Agreement applies to work in Bodily Injury-Each Occurrence Bodily Injury by Disease-Agre	e \$1,500,000.	
	C. Pa	rt Three of the Agreemen	t applies to Infec	tious Disease Diagnostic Testing	g.	
	D. Pa	rt Four of the Agreement	applies to Peace	e Officers Posttraumatic Stress S	Syndrome Benefit.	
	E. Thi	is Agreement includes the	ese amendments	and schedules:		
	LM	14660(01/19) LN	Л4670(01/16)	LM4680(06/15)	LM4681(03/15)	
4. 5. 6.	Covera	emium for this Agreement	nted officials of the	No ne entity or entities listed in #1 all ned by our Manuals of Rules, Cla to verification and change by auc	assifications, Rates	and Rating
Est	emium E imated Annua emunera	Total Per \$100 of		ries in this item, except as spe where in this Agreement; Do the other provisions of the	not modify any of	Estimated Annual Premium
				SEE ATTACHED SCHEI	DULE FOR DETA	ILS

Marshall MN 56258-1818

League of Minnesota Cities Insurance Trust

Group Self-Insured Workers' Compensation Plan 145 University Avenue West St. Paul, MN 55103-2044 (651) 215-4173

The "City"
Marshall, City Of
344 West Main St
Marshall, MN 56258

Agreement No. WC 1001144-4 Agreement Period From: 01/01/2019

To: 01/01/2020

CONTINUATION SCHEDULE FOR INFORMATION PAGE

REMUNERATION RATE		CODE	DESCRIPTION	EST PREM	
	146,079	6.82	9015	BUILDINGS-OPER BY OWNER	9,963
	1,184,447	0.72	8810	CLERICAL OFFICE EMPLOYEES NOC	8,528
	1,155,248	3.24	7539	ELECTRIC & STEAM PLANT	37,430
POP	15,150	209.82	7718	FIREFIGHTERS (VOLUNTEER)NON SMOKING	31,788
	860,021	0.62	9410	MUNICIPAL EMPLOYEES	5,332
	704,391	5.54	9102	PARKS	39,023
	1,683,795	5.62	7720	POLICE	94,629
	766,961	4.61	7580	SEWEAGE DISPOSAL PLANT	35,357
	286,446	4.01	8017	OFF SALE LIQUOR STORE	11,486
579,216		9.14	5506	STREET CONSTRUCTION	52,940
400,261		3.85	7520	WATERWORKS	15,410
19,118		2.63	8831	ANIMAL CONTROL	503
10,507		0.62	9410	BOOKMOBILE DRIVERS	65
	600,536	0.72	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	4,324
	1,661,231	0.72	8810	PUBLIC UTILITIES CLERICAL	11,961
161,811		5.38	7403	AIRPORT OPERATIONS	8,705
·		0.25	7610	RADIO OR TELE BRDCSTING STATION-ALL EMPLOYEES	284
	66,342	2.51	9063	COMM. CENTERS-ALL EMPLOYEES & CLERICAL	1,665
	102,660	6.82	9015	SWIMMING POOL OR BEACH OPERATIONS	7,001
	18,200	0.49	9411	ELECTED OR APPOINTED OFFICIALS	. 89
	225,712	3,36	9182	CITY ARENA-OPERATIONS	7,584
	9,870	5.51	9156	CITY BAND	544
	45,552	6.82	9015	PU MAINTENANCE	3,107
				Manual Describer	207.740

Manual Premium

387,718

Agent:

00382 Bremer Insurance Agencies Inc

208 E College Dr

Marshall, MN 56258-1818



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Consider Resolution No, Second Series, Awarding the Sale of General Obligation Capital Improvement Plan Bonds
Background Information:	Attached please find an initial draft of the resolution awarding the sale of the Bonds, which is to be considered by the City Council of the City of Marshall, Minnesota on January 28, 2020. After the sale of the Bonds on that date, Kennedy & Graven (Bond Council) will update the Award Resolution with the post-sale information received from Baker Tilly, and circulate an updated version in advance of the meeting that evening. Director of Administrative Services, Annette Storm, and Terri Heaton, with Baker Tilly Municipal Advisors, will present the findings from the bond sale that is scheduled for January 28, 2020.
Fiscal Impact:	Avoiding finance charges on late payments.
Alternative/	
Variations:	
Recommendations:	Approve Resolution Number, Second Series to authorize the Finance Director to pay certain claims

Item 15. Page 145

Extract of Minutes of Meeting of the City Council of the City of Marshall, Lyon County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held in the Professional Development Room Marshall Middle School in said City on Tuesday, January 28, 2020, commencing at 5:30 P.M.

The following memb	pers were present	::		
and the following we	ere absent:			
	* * *	* * *	* * *	
The Mayor announce been received for the purcha 2020A.				f the proposals which had ement Plan Bonds, Series
The Director of Adreceived in the manner speci in Exhibit A attached.		•		proposals that had been roposals were as set forth
After due considerate following resolution, and mo				then introduced the

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. ____ SECOND SERIES

AWARDING THE SALE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2020A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$_______; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

Section 1. <u>Sale of Bonds</u>.

- 1.01 <u>Authority</u>. It is hereby determined that:
- (a) Pursuant to Minnesota Statutes, Chapter 475, as amended, including without limitation, Section 475.521 (the "Act"), the City is authorized to finance certain capital improvements under an approved capital improvement plan by the issuance of general obligation bonds of the City payable from ad valorem taxes. Capital improvements include acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, library, public safety facility and public works facilities (excluding light rail transit or any activity related to it, or a park, road, bridge, administrative building other than a city hall, or land for any of those activities).
- (b) The City held a public hearing on August 13, 2019, regarding a five-year capital improvement plan for the years 2019 2023 (the "Plan") and regarding issuance of bonds in the maximum principal amount of \$8,000,000 to finance planned capital improvements, all in accordance with the Act. The Plan authorizes issuance of bonds to pay the cost of certain capital improvements identified in the capital improvement plan (the "Improvements").
- (c) Following the public hearing, the City Council of the City adopted a resolution on August 13, 2019, adopting the Plan and authorizing the issuance of bonds thereunder in the maximum principal amount of \$6,500,000 to finance the Improvements.
- (d) The City Council has determined that, within 30 days after the hearing, no petition for a referendum, signed by voters equal to five (5) percent of the votes cast in the City in the last general election, on the issuance of bonds to pay costs of the Improvements was received by the City in accordance with the Act.
 - (e) As required by the Act, the City has determined that:
 - (i) the expected useful life of the Improvements will be at least 5 years; and
 - (ii) the amount of principal and interest due in any year on all outstanding bonds issued by the City under the Act, including the Bonds (as defined below), will not exceed 0.16% of the estimated market value of property in the City for taxes payable in 2020.
- (f) It is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Capital Improvement Plan Bonds, Series 2020A (the

	"Bonds"), in the ag	gregate principal amou	int of \$, to	provide financing for	the
	the sale of the Bond advisor in connection	ds, it being determined a with such sale. The act	ction 475.60, subdivision that the City has retained tions of the City staff and ed and confirmed in all as	d an independent munici the City's municipal advi	pal
\$	nable offer and is h (par amount of the of \$), place of \$), place of \$)	the "Purchaser") to purchereby accepted, the proof \$00, plus	est Rates. The propose chase the Bonds is hereby coposal being to purchases a [net] premium of \$ ate of delivery, if any, for	found and determined to se the Bonds at a price , less underwrite	be of er's
	Year of	Interest	Year of	Interest	
	Maturity	Rate	Maturity	Rate	
		%		%	
created, Baker T and City by the F	as determined by the control of the	ce Fund hereinafter creating city Finance Director of toors, LLC, the City's muthorized to execute a control of the Crincipal Amount of Bon	by the Purchaser over the reted, or deposited in the Code the City (the "Finance Direction in the Code the City (the "Municipal advisor (the "Municipa	construction Fund hereinal octor") upon consultation wicipal Advisor"). The Mapehalf of the City, if requestith issue and sell the Bor	fter vith yor ted
delivery	y, the Bonds being in multiple thereof, nur	fully registered form an	nd issued, in the denomin ward, bearing interest as a	ation of \$5,000 each or a	ıny
	Year	Amount	Year	Amount	
		\$		\$	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

1.05. Optional Redemption. The City may elect on February 1, 2028, and on any day thereafter, to prepay Bonds maturing on or after February 1, 2029 Redemption may be in whole or in part and if in

part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

- 2.01. <u>Registered Form</u>. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.
- 2.02. <u>Dates; Interest Payment Dates</u>. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2020, to the registered owners of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.
- 2.03. <u>Registration</u>. The City will appoint, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:
 - (a) <u>Register</u>. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.
 - (b) <u>Transfer of Bonds</u>. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.
 - (c) <u>Exchange of Bonds</u>. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.
 - (d) <u>Cancellation</u>. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.
 - (e) <u>Improper or Unauthorized Transfer</u>. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

- (f) <u>Persons Deemed Owners</u>. The City and the Registrar may treat the person in whose name a Bond is at any time registered in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.
- (g) <u>Taxes, Fees and Charges</u>. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.
- (h) <u>Mutilated, Lost, Stolen or Destroyed Bonds</u>. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.
- (i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) 30 days prior to the date of redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.
- 2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.
- 2.05. <u>Execution</u>, <u>Authentication and Delivery</u>. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to

be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

- 3.01. <u>Form of Bonds</u>. The Bonds will be printed or typewritten in substantially the form set forth in **Exhibit B** attached hereto.
- 3.02. <u>Approving Legal Opinion</u>. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed or accompany each Bond.

Section 4. <u>Payment; Security; Pledges and Covenants.</u>

- 4.01. <u>Debt Service Fund</u>. The Bonds are payable from the General Obligation Capital Improvement Plan Bonds, Series 2020A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Amounts in the Debt Service Fund are irrevocably pledged to the Bonds. To the Debt Service Fund hereby created, there is hereby pledged and irrevocably appropriated and there will be credited: (i) the proceeds of the ad valorem taxes hereinafter levied (the "Taxes") for the Improvements described in Section 1.01, (ii) capitalized interest financed from Bond proceeds, if any; (iii) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03; (iv) all investment earnings on amounts in the Debt Service Fund; and (v) any other funds appropriated for the payment of principal or interest on the Bonds. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Finance Director is directed to pay such principal or interest from the general fund or other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Taxes when collected.
- 4.02. <u>Construction Fund</u>. The proceeds of the Bonds, less the appropriations made in Section 4.01, together with any other funds appropriated for the Improvements and Taxes collected during the construction of the Improvements, will be deposited in a separate construction fund (the "Construction Fund") to be used solely to defray expenses of the Improvements and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Improvements. Any balance remaining in the Construction Fund after the Improvements are completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Construction Fund is to be closed and any balance remaining therein and subsequent collections of Taxes for the Improvements are to be deposited in the Debt Service Fund.

- 4.03. <u>Pledge of Tax Levy</u>. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as set forth in **Exhibit C**.
- 4.05. Certification to County Auditor as to Debt Service Fund Amount. It is hereby determined that the estimated collection of the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the City Finance Director may certify to the County Auditor/Treasurer of Lyon County (the "County Auditor") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.
- 4.06. <u>County Auditor's Certificate as to Registration</u>. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 5. Authentication of Transcript.

- 5.01. <u>City Proceedings and Records</u>. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.
- 5.02. <u>Certification as to Official Statement</u>. The Mayor, City Administrator and Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.
- 5.03. Other Certificates. The Mayor, City Administrator, and Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, City Administrator, and Finance Director shall also execute and deliver a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 6. Tax Covenant.

6.01. <u>Tax-Exempt Bonds</u>. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code

and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

- 6.02. Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States unless the Bonds qualify for an exception to the rebate requirement under the Code and related Treasury Regulations.
- 6.03. <u>Not Private Activity Bonds</u>. The City further covenants not to use the proceeds of the Bonds or the Improvements financed by the Bonds, or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.
- 6.04. <u>No Designation of Qualified Tax-Exempt Obligations</u>. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.
- 6.05. <u>Procedural Requirements</u>. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. <u>Book-Entry System; Limited Obligation of City.</u>

- 7.01. <u>DTC</u>. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.
- Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new

nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

- 7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.
- 7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.
- 7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. <u>Continuing Disclosure.</u>

- 8.01. <u>Execution of Continuing Disclosure Certificate</u>. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- 8.02. <u>City Compliance with Provisions of Continuing Disclosure Certificate</u>. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.
- Section 9. <u>Defeasance</u>. When the Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose,

bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

CITY OF MARSHALL, MINNESOTA

	Robert J. Byrnes Mayor	
	Mayor	
Attest:		
Kyle Box City Clerk		
City Clerk		

EXHIBIT A

PROPOSALS

[Insert]

EXHIBIT B

FORM OF BOND

No. R		\$
	UNITED STATES OF AMERICA	
	STATE OF MINNESOTA	
	COUNTY OF LYON	
	CITY OF MARSHALL	
	GENERAL OBLIGATION CAPITAL IMPROVEMENT	
	PLAN BOND, SERIES 2020A	

Rate	<u>Maturity</u>	Date of <u>Original Issue</u>	CUSIP
%	February 1, 20	February 27, 2020	572500

Registered Owner: Cede & Co.

The City of Marshall, Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the maturity date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1, and August 1, in each year, commencing August 1, 2020, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2028, and on any day thereafter to prepay Bonds due on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify the Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$______ all of like original issue date and tenor, except as to number, maturity date, interest rate, denomination and redemption privilege, all issued pursuant to a resolution adopted by the City Council on January 28, 2020 (the "Resolution"), for the purpose of providing money to aid in financing improvements to City facilities, as outlined in the City's five-year capital improvement plan for the years 2019 through 2023, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, specifically Section 475.521, and the principal hereof and interest hereon are

payable primarily from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

This Bond is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Marshall, Lyon County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: February 27, 2020	
	CITY OF MARSHALL, MINNESOTA
(Facsimile)	(Facsimile)
Mayor	City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION

		Ву
		Authorized Representative
	ABBRE	VIATIONS
		in the inscription on the face of this Bond, will be cording to applicable laws or regulations:
TEN COM as tenar	nts in common	UNIF GIFT MIN ACTCustodian
TEN ENT as tenant	ts by entireties	(Cust) (Minor) under Uniform Gifts or Transfers to Minors Act, State of
JT TEN as joint survivorship and not a	t tenants with right of as tenants in common	
Additional abb	reviations may also be used	though not in the above list.
	ASSIC	GNMENT
	1	ed hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and does
hereby irrevocably con on the books kept for r	stitute and appoint egistration of the within Bon	attorney to transfer the said Bond d, with full power of substitution in the premises.
Dated:		
Notice:		this assignment must correspond with the name as it within Bond in every particular, without alteration or
Signature Guaranteed:		

Item 15. 65v2MA175-117 B-3

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the

New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the

Assignee requested below is provided.

Name and Address:

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Signature of of Registration

Registered Owner

Cede & Co.
Federal ID #13-2555119

EXHIBIT C

TAX LEVY SCHEDULE

[Insert]

RESOLUTION NO. _____ SECOND SERIES

The attached resolution was adopted by the 0 2020.	City Council of the (City of Marshall	on January 28
The question was on the adoption of the resonant NAY votes as follows:	olution, and there we	re AYE v	otes and
CITY OF MARSHALL CITY COUNCIL MEMBERS	Yes	No	Other
Robert J. Byrnes, Mayor			
Glenn Bayerkohler (Ward I)			
John DeCramer (Ward I)			
Russ Labat (Ward II)			
Steven Meister (Ward II)			
James Lozinski (Ward III)			
Craig Schafer (Ward III)			
RESOLUTION ADOPTED.			
ATTEST:			
Secretary to the Council			

STATE OF MINNESOTA)
COUNTY OF LYON)) SS.
CITY OF MARSHALL)
I, the undersigned, being	g the duly qualified and acting City Clerk of the City of Marshall, Minnesota
(the "City"), do hereby certify the	hat I have carefully compared the attached and foregoing extract of minutes
of a regular meeting of the City	Council of the City held on January 28, 2020, with the original minutes on
file in my office and the extract	t is a full, true and correct copy of the minutes insofar as they relate to the
issuance and sale of the City's	General Obligation Capital Improvement Plan Bonds, Series 2020A, in the
original aggregate principal ame	ount of \$
WITNESS My hand of	ficially as such City Clerk and the corporate seal of the City this day of
, 2020.	

City Clerk City of Marshall, Minnesota

Item 15. 65v2MA175-117

STATE OF MINNESOTA COUNTY OF LYON

CERTIFICATE OF COUNTY AUDITOR/TREASURER AS TO TAX LEVY AND REGISTRATION

I, the undersigned County Auditor/Treasurer of Lyon County, Minnesota, hereby certify that a
certified copy of a resolution adopted by the governing body of the City of Marshall, Minnesota (the
"City"), on January 28, 2020, levying taxes for the payment of General Obligation Capital Improvement
Plan Bonds, Series 2020A, issued in the original aggregate principal amount of \$, dated
February 27, 2020, has been filed in my office and said bonds have been entered on the register of
obligations in my office and that such tax has been levied as required by law.
WITNESS My hand and official seal this day of, 2020.
COUNTY AUDITOR/TREASURER LYON COUNTY, MINNESOTA
By:
Its



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Consideration for approval of Memorandum of Understanding with Marshall Amateur Hockey Association (MAHA) regarding Ice Time fees 2020 – 2026.
Background Information:	MAHA approached City staff in late 2019 with an offer to assist with the purchase of a new replacement Zamboni for the Red Baron Arena & Expo. In exchange, MAHA has requested extending the existing MOU with the City regarding fees assessed for Ice Time usage. On January 14, 2020, Council awarded the bid for purchase of the Zamboni 552AC from Frank J. Zamboni & Company, Inc. Both the existing agreement with MAHA and revised agreement are included.
Fiscal Impact:	MAHA will share the cost with the City of Marshall for a new Zamboni 552AC in exchange for Ice Time rates at Red Baron Arena & Expo remaining unchanged through August 31, 2026.
Alternative/ Variations:	Reject the proposed agreement, thus requiring the City to fund the entire purchase of the new Zamboni.
Recommendations:	Staff recommends approval of the revised MOU with MAHA.

Item 16. Page 166

MEMORANDUM OF UNDERSTANDING BETWEEN

MARSHALL AMATEUR HOCKEY ASSOCIATION

AND

THE CITY OF MARSHALL

THIS AGREEMENT MADE this <u>14th</u> day of <u>January</u> 2020 by and between Marshall Amateur Hockey Association, Lessee and the <u>City of Marshall</u>, a <u>Minnesota municipal corporation</u>, <u>Lessor as follows</u>:

RECITALS

- City of Marshall, Lessor, is the owner and operator of the facility identified as the Red Baron™ Arena & Expo located at 1651 Victory Drive, Marshall, MN 56258; and
- 2. Marshall Amateur Hockey Association, Lessee, collectively provides competitive youth hockey opportunities for families in the Marshall, Minnesota area; and
- 3. Lessee, in the process of providing ice rink availability for practices, games and tournaments has identified the Red Baron™ Arena & Expo, hereinafter referred to as Facility, as a location for establishment of such events; and
- 4. Lessor has offered the Facility as an event location that would be made available to Lessee in the circumstances of hosting said practices, games and tournaments.

NOW, THEREFORE, in consideration of below listed ice rink rental fees and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

2019/2020	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter
2020/2021	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter
2021/2022	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter
2022/2023	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter
2023/2024	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter
2024/2025	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter
2025/2026	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter

Red Baron Arena & Expo (Facility), to provide physical facilities to support the personnel who are providing services for competitive youth hockey opportunities.

A. DUTIES AND RESPONSIBILITIES

The Lessor agrees to the foll	owing
-------------------------------	-------

 Provide facility located at: 	1651 Victory Drive,	Marshall,	Minnesota	56258
	(Street)	(City)	(State)	(Zip Code

- 2. Provide support to access appropriate and necessary locker rooms and restroom facilities.
- 3. Provide access to facility/utility resources. The facility is equipped with the following (please check):

Y	_ Garbage containers
Υ	_ Telephones (Y/N)
Υ	Internet access with WI-FI
N	Fax machines (Y/N)
Υ	Copy machine (Y/N)
Υ	Handicap Accessible (Y/N)
Υ	_ Adequate Parking Facilities (Y/N
Υ	_ Water Supply
Υ	Restrooms (Y/N)

B. TERM

This Contract shall be effective on the <u>14th</u> day of <u>January</u> 2020 and shall terminate on the <u>31st</u> day <u>August</u> 2026.

Rates become effective on September 1st of each year of the agreement.

C. OTHER CONSIDERATIONS

The parties agree to the following:

- 1. No modifications or changes will be made to the facility/property without the express written approval of the Lessor.
- 2. This agreement will be exclusive to the Lessee and may not be sublet to, or utilized by, any other private or public entity for the benefit of the agreed upon rates and services.
- Normal wear and tear is considered to be the responsibility of the Lessor.
- 4. Expenses: Lessee shall be responsible for payment of ice rink rental fees to the Lessor. Lessor will invoice Lessee after every 30 days of usage and payments shall be made payable to the City of Marshall within 30 days of dated invoice. No ice rink rental fees will be assessed to Lessee for Lessee and/or Minnesota Hockey sponsored tournaments.

- 5. Lessor shall provide to Lessee, names and telephone numbers of Lessor's staff that may be contacted for Facility scheduling requests, to authorize and allow Lessee access to the Facility for its participants.
- 6. Lessee shall provide a current Certificate of Liability Insurance to Lessor on, or before, the expiration date of the existing certificate on file. Lessee to provide general liability insurance coverage in the amount of at least \$500,000 and to indemnify the City of Marshall and hold it harmless from any liability arising from the use of the City of Marshall property.
- 7. Lessee agrees to split the 2020 expenditure with the City of Marshall of a Zamboni 552AC. Both parties will be responsible for \$64,477.50 on or before October 1st 2020.

D. NOTICE AND CORRESPONDENCE

All notices and correspondence, which may be necessary or proper for either party, shall be addressed as follows:

TO LESSEE:

Marshall Amateur Hockey Association PO Box 173 - Marshall, MN 56258 Attention: Josh Johnson, President

TO THE LESSOR:

City of Marshall Attention: Director of Community Services 344 W. Main Street - Marshall, MN 56258

E. INTERPRETATION

This agreement shall be interpreted according to the laws of the State of Minnesota, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Minnesota.

This document represents the entire Agreement between the parties. Any amendments shall be in writing and agreed upon by both parties. IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

FOR THE LESSOR:	CITY OF MARSHALL
By: Robert J. Byrnes lts: Mayor	
Date:	
ATTEST:	
By: Kyle Box Its: City Clerk	
FOR LESSEE:	MARSHALL AMATEUR HOCKEY ASSOCIATION
Josh Johnson Its: President	
Date:	-20

MEMORANDUM OF UNDERSTANDING BETWEEN

MARSHALL AMATEUR HOCKEY ASSOCIATION

AND

THE CITY OF MARSHALL

THIS AGREEMENT MADE this <u>11th</u> day of <u>September</u> 2018 by and between Marshall Amateur Hockey Association, Lessee and the City of Marshall, a Minnesota municipal corporation, Lessor as follows:

RECITALS

- City of Marshall, Lessor, is the owner and operator of the facility identified as the Red Baron™
 Arena & Expo located at 1651 Victory Drive, Marshall, MN 56258; and
- 2. Marshall Amateur Hockey Association, Lessee, collectively provides competitive youth hockey opportunities for families in the Marshall, Minnesota area; and
- 3. Lessee, in the process of providing ice rink availability for practices, games and tournaments has identified the Red Baron™ Arena & Expo, hereinafter referred to as Facility, as a location for establishment of such events; and
- 4. Lessor has offered the Facility as an event location that would be made available to Lessee in the circumstances of hosting said practices, games and tournaments.

NOW, THEREFORE, in consideration of below listed ice rink rental fees and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

2018/2019	\$65.00/hourly for first 450 hours	\$40.00/hourly thereafter
2019/2020	\$65.00/hourly for first 450 hours	\$45.00/hourly thereafter
2020/2021	\$70.00/hourly for first 450 hours	\$45.00/hourly thereafter

<u>Red Baron Arena & Expo</u> (Facility), to provide physical facilities to support the personnel who are providing services for competitive youth hockey opportunities.

A. DUTIES AND RESPONSIBILITIES

The Lessor agrees to the following:

1. Provide facility located at: 1651 Victory Drive, Marshall, Minnesota 56258 (Street) (City) (State) (Zip Code)

2. Provide support to access appropriate and necessary locker rooms and restroom facilities.

3. Provide access to facility/utility resources. The facility is equipped with the following (please check):
Y Garbage containers
Y Telephones (Y/N)
Y Internet access with WI-FI
N Fax machines (Y/N)
Y Copy machine (Y/N)
Y Handicap Accessible (Y/N)
Y Adequate Parking Facilities (Y/N)
Y Water Supply
V Roctrooms (V/N)

B. TERM

This Contract shall be effective on the <u>11th</u> day of <u>September</u> 2018 and shall terminate on the <u>31st</u> day <u>August</u> 2021.

Rates become effective on September 1st of each year of the agreement.

C. OTHER CONSIDERATIONS

The parties agree to the following:

- 1. No modifications or changes will be made to the facility/property without the express written approval of the Lessor.
- 2. This agreement will be exclusive to the Lessee and may not be sublet to, or utilized by, any other private or public entity for the benefit of the agreed upon rates and services.
- 3. Normal wear and tear is considered to be the responsibility of the Lessor.
- 4. Expenses: Lessee shall be responsible for payment of ice rink rental fees to the Lessor. Lessor will invoice Lessee after every 30 days of usage and payments shall be made payable to the City of Marshall within 30 days of dated invoice. No ice rink rental fees will be assessed to Lessee for Lessee and/or Minnesota Hockey sponsored tournaments.
- 5. Lessor shall provide to Lessee, names and telephone numbers of Lessor's staff that may be contacted for Facility scheduling requests, to authorize and allow Lessee access to the Facility for its participants.
- 6. Lessee shall provide a current Certificate of Liability Insurance to Lessor on, or before, the expiration date of the existing certificate on file. Lessee to provide general liability insurance coverage in the amount of at least \$500,000 and to indemnify the City of Marshall and hold it harmless from any liability arising from the use of the City of Marshall property.

D. NOTICE AND CORRESPONDENCE

All notices and correspondence, which may be necessary or proper for either party, shall be addressed as follows:

TO LESSEE:

Marshall Amateur Hockey Association PO Box 173 - Marshall, MN 56258 Attention: Scott Mauch, President

TO THE LESSOR:

City of Marshall

Attention: Director of Community Services 344 W. Main Street - Marshall, MN 56258

E. INTERPRETATION

This agreement shall be interpreted according to the laws of the State of Minnesota, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Minnesota.

This document represents the entire Agreement between the parties. Any amendments shall be in writing and agreed upon by both parties. IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

FOR THE LESSOR: CITY OF MARSHALL
folial Jh
By: Robert J. Byrnes
Its: Mayor
Date: 9-11-14
ATTEST:
19/19
By: Kyle Box
Its: City Clerk
FOR LESSEE: MARSHALL AMATEUR HOCKEY ASSOCIATION
Scott Mauch
Its: President
Date: 9-14-18



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020	
Category:	NEW BUSINESS	
Туре:	ACTION	
Subject:	Consider approval of an Administrative Services Agreement (ASA) between the City of Marshall and Missouri River Energy Services (MRES) related to coordination of administrative services with Western Area Power Administration (WAPA) for hydroelectric services through December 31, 2050.	
Background Information:	The City of Marshall has entered into a Firm Electric Service Contract with WAPA to provide electrical services to the City of Marshall for a period of time through December 31, 2050. The City of Marshall has previously entered into an Administrative Services Agreement with MRES. The previous agreement was dated August 24, 2004.	
	WAPA is requesting that a replacement Administrative Services Agreement (ASA) between Marshall and MRES be executed with dates corresponding with the Firm Electric Services agreement through December 31, 2050. The new proposed contract, attached hereto, continues to provide arrangements for administrative services between Marshall and MRES. Upon execution of the contract, MRES shall continue to provide power and energy schedules to WAPA on behalf of Marshall. The ASA shall also allow MRES to continue to administer payment to WAPA on Marshall's behalf as outlined in the contract. Marshall remains primarily responsible for payment to WAPA pursuant to previously executed agreements. The replacement Administrative Services Agreement allows for the efficient management of electrical power and the purchase of that power as needed by Marshall.	
	Marshall City Charter requires that municipal utility contracts exceeding 10 years in length must be approved by Marshall City Council. The MMU Commission has reviewed and has approved the ASA and has recommended that the City of Marshall approve and execute the Administrative Services Agreement as provided. Instructions for the execution of the agreement and original agreements have been provided to City Clerk Kyle Box. A copy of the Administrative Services Agreement is attached for your review.	
Fiscal Impact:	No additional financial obligations other than those that have previously been entered into by MMU for the administrative services provided by MRES.	
Alternative/ Variations:	None recommended.	
Recommendations:	Consider and approve Resolution No, Second Series approving the contract for Administrative Services Agreement between City of Marshall and MRES.	

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UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR ADMINISTRATIVE SERVICES

WITH

MISSOURI BASIN MUNICIPAL POWER AGENCY dba

MISSOURI RIVER ENERGY SERVICES AND

THE CITY OF MARSHALL, MINNESOTA

(Scheduling and Payment)

UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR ADMINISTRATIVE SERVICES WITH MISSOURI BASIN MUNICIPAL POWER AGENCY dba MISSOURI RIVER ENERGY SERVICES AND THE CITY OF MARSHALL, MINNESOTA

(Scheduling and Payment)

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Certificate

General Power Contract Provisions dated September 1, 2007

UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR ADMINISTRATIVE SERVICES WITH MISSOURI BASIN MUNICIPAL POWER AGENCY dba MISSOURI RIVER ENERGY SERVICES AND THE CITY OF MARSHALL, MINNESOTA

(Scheduling and Payment)

1. PREAMBLE: This Contract is made this day of, 20
pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22
1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or
supplementary to the foregoing Acts between the UNITED STATES OF AMERICA,
acting by and through the Administrator, Western Area Power Administration,
Department of Energy, hereinafter called WAPA, represented by the officer executing
this Contract, a duly appointed successor, or a duly authorized representative,
hereinafter called the Contracting Officer, and MISSOURI BASIN MUNICIPAL POWER
AGENCY, a body corporate and politic duly organized under and by virtue of the laws o
the State of Iowa, doing business under the name of Missouri River Energy Services,
hereinafter called MRES or Contractor, and the CITY OF MARSHALL, MINNESOTA, a
municipal corporation of the STATE OF MINNESOTA, hereinafter called the
Municipality or Contractor; their successors and assigns, each sometimes hereinafter
called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

- 2.1 The Municipality is a member of MRES and is a beneficiary of MRES services. The Municipality has entered into Firm Electric Service Contract No. 12-UGPR-1000, dated August 1, 2012 (FES Contract), with WAPA. The FES Contract becomes effective January 1, 2021.
- 2.2 The Parties wish to have MRES administer payment of the Municipality's WAPA electric service bills, under the FES Contract between WAPA and the Municipality, and to participate in bill crediting and net billing as outlined in this Contract.
- 2.3 The Parties wish to have MRES provide scheduling services for the Municipality.
- 3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF CONTRACT:

- 4.1 This Contract shall become effective on January 1, 2021, and subject to prior termination as otherwise provided for herein, shall remain in effect through midnight December 31, 2050.
- 4.2 Any Party may terminate this Contract at any time by giving at least two years written notice to the other Parties.
- 5. TERMINATION OF EXISTING ADMINISTRATIVE SERVICES CONTRACT:

 Contract No. 04-UGPR-39, dated August 24, 2004, expires on its own terms effective at midnight December 31, 2020.

- 6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:
- 6.1 WAPA and the Municipality have entered into the FES Contract which provides for firm electric service to the Municipality through December 31, 2050.
- 6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and the Municipality are unchanged.

7. SCHEDULING ARRANGEMENTS:

- 7.1 All deliveries of power and energy to the Municipality under its existing contract with WAPA, as well as its contract with MRES, shall be scheduled in advance, emergencies excepted, in accordance with written procedures agreed upon in advance between MRES and WAPA, hereinafter referred to as Scheduling Procedures. The Scheduling Procedures shall provide for the adaptation of such schedules for day-to-day operational requirements, and shall be based on hourly load patterns. The Scheduling Procedures shall also specify the procedures to handle over or under deliveries of WAPA's obligation. The Scheduling Procedures shall be updated as required to reflect the requirements of any regional transmission organization or comparable organization approved by the Federal Energy Regulatory Commission, responsible for providing transmission service.
- 7.2 The Municipality agrees to allow MRES to act as its agent in providing power and energy schedules to WAPA.
- 7.3 Scheduling and tagging procedures, to be followed by MRES and WAPA, are included in the Scheduling Procedures.

Item 17.

- 7.4 MRES is responsible for developing the schedules for delivery of power and energy from WAPA to the Municipality as provided in the Scheduling Procedures.
- 7.5 MRES is responsible for scheduling error fees or charges, energy imbalance penalties or fees, and other penalties, fees, or charges, as appropriate, that are incurred as a result of MRES' errors in administering the Scheduling Procedures. WAPA is responsible for scheduling error fees or charges, energy imbalance penalties or fees, and other penalties, fees, or charges, as appropriate, that are incurred as a result of WAPA's errors in administering the Scheduling Procedures.

8. BILLING AND PAYMENT ARRANGEMENTS:

- 8.1 Billing and Payment shall be in accordance with the General Power Contract Provisions (GPCP) made part of the Municipality's contract with WAPA. Although the Municipality, by signing this Contract, has made arrangements for MRES to administer payment to WAPA on its behalf, the Municipality is ultimately responsible for payment to WAPA and all provisions of its FES Contracts with WAPA, including fees and penalties, are still applicable.
- 8.2 WAPA will issue individual bills for electric service provided to the Municipality each month. The bill will be sent to MRES for payment and a copy will be sent to the Municipality. MRES shall make payment of the bill to WAPA on behalf of the Municipality. The Municipality agrees to pay MRES for amounts billed by WAPA. Payments, by the Municipality to MRES for amounts billed by WAPA, shall be made in the manner specified for payments under the Municipality's Power Sale Agreement with MRES.

Contract No. 19-UGPR-99 Missouri River Energy Services City of Marshall, Minnesota

- 8.3 Under this Contract, MRES shall only bill the Municipality for the amounts stated on the bill provided by WAPA.
- 8.4 MRES will be responsible for late fees for delinquent payments to WAPA. The Municipality will be responsible for late fees due to delinquent payments to MRES in the same manner specified under the Municipality's Power Sale Agreement with MRES.

9. BILL CREDITING:

- 9.1 Payments due WAPA by MRES shall be paid by MRES to a third party when so directed by WAPA. Any third party designated to receive payment in lieu of WAPA, and the amount to be paid to that party, will be so identified in writing to MRES with the monthly electric service bill. The payment to the third party shall be due and payable by the payment due date specified on WAPA's electric service bill in accordance with the GPCP. When remitting payment to a designated third party, MRES shall indicate that such payment is being made on behalf of WAPA. WAPA shall credit MRES for the amount paid as if payment had been made directly to WAPA. All other payment provisions shall remain in full force and effect.
- 9.2 MRES shall accept payment from third parties of amounts due MRES from WAPA and shall notify WAPA of the date of receipt of each payment. MRES shall credit WAPA for such payments the same as if they had been made directly by WAPA. This obligation, to accept payment from a third party, does not release WAPA of its obligation to pay MRES if a third party is unwilling or unable to pay. In the event third party payment to MRES exceeds WAPA's payment obligation to MRES, MRES shall

Contract No. 19-UGPR-99
Missouri River Energy Services
City of Marshall, Minnesota

reimburse the difference to WAPA within 20 days of the receipt, in full, of such third party payment. In the event WAPA directs more than one third party to make payment to MRES and the total payments exceed WAPA's payment obligation to MRES, MRES shall reimburse the difference to WAPA within 20 days of the receipt of the last payment received by MRES.

10. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective September 1, 2007, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein.

Contract No. 19-UGPR-99 Missouri River Energy Services City of Marshall, Minnesota

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

	WESTERN AREA POWER ADMINISTRATION	
	Ву	
	Title	Vice President of Power Marketing
		for Upper Great Plains Region
	Address_	P.O. Box 35800
		Billings, MT 59107-5800
(SEAL)	MISSOUR	I RIVER ENERGY SERVICES
	Ву	
Attest:	Title	President and Chief Executive Officer
Ву	Address_	P.O. Box 88920
Title		Sioux Falls, SD 57109-8920
(SEAL)	CITY OF N	MARSHALL, MINNESOTA
	Ву	
Attest:	Title_Robert Byrnes, Mayor	
Ву	Address	113 South 4 th Street
Title Kyle Box, City Clerk		Marshall, MN 56258

CERTIFICATE

l,	, certify that I am the	of	
Missouri River Energy Services, the corporation named as MRES or Contractor herein;			
that	, who signed the above contract on behalf of M	RES,	
was then its	; that such contract was duly signed for a	and on	
behalf of MRES by authority of its governing body and is within the scope of its			
corporate powers.			
	Signature		

(SEAL)

Certificate

I, Kyle Box, certify that I am the City Clerk of the City of Marshall, Minnesota, the corporation named as Municipality herein; that Robert Byrnes, who signed the above contract on behalf of Municipality, was then its Mayor; that such contract was duly signed for and in behalf of such Municipality by authority of its governing body and is within the scope of its corporate powers.

Kyle Box, City Clerk City of Marshall, Minnesota

seal

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WESTERN AREA POWER ADMINISTRATION GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

- 1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.
- 1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

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5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; <u>Provided</u>, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

- 6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.
- 6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.
- 6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.
- 6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.
- 6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

- 8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.
- 8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.
- 8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.
- 8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.
- 8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or

discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

- 13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.
- 13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.
- 13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States

Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

- 14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.
- 14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

- 16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.
- 16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that

the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; <u>Provided</u>, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed,

prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

- 23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.
- 23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission

system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to the be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

- 28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.
- 28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.
- 28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

- 28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-ofway of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.
- 28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

- 35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.
- 35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing

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and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

- be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.
- 37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.
- 37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.
- 37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.
- 37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.
- 37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.
- 37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.
- 37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

- 41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.
- 41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Resolution No.	, Se	cond Series

Before the City Council of Marshall, Minnesota

A RESOLUTION APPROVING THE CONTRACT FOR ADMINISTRATIVE SERVICES WITH MISSOURI BASIN MUNICIPAL POWER AGENCY DBA MISSOURI RIVER ENERGY SERVICES (MRES)

WHEREAS, pursuant to previous action taken, the City of Marshall has entered into an agreement to obtain an allocation of Federal hydroelectricity from the United States Department of Energy, Western Area Power Administration, Pick-Sloan Missouri Basin Program, Eastern Division ("WAPA") pursuant to a Contract for Firm Electric Service to the City of Marshall, MN; and

WHEREAS, the current Contract for Firm Electric Service is, by its terms, set to expire on December 31, 2050; and

WHEREAS, City of Marshall, by prior action taken, has previously entered into an agreement for administrative services with Missouri Basin Municipal Power Agency dba Missouri River Energy Services (MRES), being contract 12-UGPR-1000 dated August 24, 2004; and

WHEREAS, WAPA is recommending that a replacement Administrative services Agreement be entered between WAPA, MRES and the City of Marshall for administrative services, which services agreement would coincide with the dates of services coordinating with the Firm Electric Service Agreement providing services through December 31, 2050; and

WHEREAS, Chapter 13.04 subd. 1 of the Charter for the City of Marshall, requires that the Marshall City Council approve all municipal utility contracts exceeding 10 years in length; and

WHEREAS, the Marshall Municipal Utilities (MMU) Commission has met to review the replacement Administrative Services Agreement and has recommended to the City Council the approval of the agreement as witnessed by MMU Commission Resolution No. ______, approved by the Commission on January 21, 2020; and

WHEREAS, the City Attorney has reviewed the agreement and has concluded that this governing body has the authority and right to enter into the replacement Administrative Services Agreement; and

WHEREAS, the Administrative Services Agreement continues to provide arrangements for administrative services between City of Marshall and MRES. The contract authorizes City of Marshall to allow MRES to continue to provide power and energy schedules to WAPA on Marshall's behalf. Further, Marshall also allow MRES to continue to administer payment to WAPA on its behalf as outlined in the Administrative Services Agreement; and

WHEREAS, the City Council finds that it is in the public interest to enter into this long-term agreement to provide for the efficient administration of services between the City of Marshall, MRES and WAPA.

NOW, THEREFORE, be it RESOLVED by the City Council of Marshall, MN that:

- 1. That the Administrative Services Agreement 19-UGPR-99 between the City of Marshall, MRES and WAPA, and its associated exhibits; be and hereby is approved.
- 2. That the Mayor and the City Clerk are authorized to sign said Agreement on behalf of the City of Marshall.

Adopted this 28th day of January, 2020	0.
ATTEST:	Robert J. Byrnes Mayor
Kyle Box City Clerk	

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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020
Category:	CONSENT AGENDA
Туре:	INFO/ACTION
Subject:	Consider Lease Agreement with Tracy Aircraft, LLC for Pilot Training Services at the Southwest Minnesota Regional Airport.
Background Information:	Attached for your review is a copy of the Lease Agreement with Tracy Aircraft, LLC of Tracy, Minnesota for pilot training services to be conducted at the A/D Building at the Airport for the period 01/02/2020 to 12/31/2024.
	The lease has been reviewed and revised by the City Attorney.
Fiscal Impact:	Rental revenue in the amount of \$2,184.00/year for a total 5-year rental revenue in the amount of \$10,920.00.
Alternative/	No alternative actions recommended.
Variations:	
Recommendations:	That the Council authorize execution of the attached lease agreement with Tracy Aircraft, LLC of Tracy, Minnesota, for pilot training services to be conducted at the A/D Building at the Airport for the period 01/02/2020 to 12/31/2024.

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AIRPORT ARRIVAL/DEPARTURE BUILDING LEASE AGREEMENT SOUTHWEST MINNESOTA REGIONAL AIRPORT MARSHALL/RYAN FIELD

THIS LEASE AGREEMENT ("Agreement") is executed in duplicate as of the 2nd day of January 2020, by and between the City of Marshall, Minnesota ("Landlord"), whose business address is 344 West Main Street, Marshall, Minnesota 56258, and Tracy Aircraft, LLC, a Minnesota Corporation, whose business address is 205 3rd Street E, Tracy, Minnesota 56175, authorized to do business in the State of Minnesota, hereinafter referred to as ("Tenant").

RECITAL

Landlord is the owner of the Southwest Minnesota Regional Airport-Marshall/Ryan Field and operates a building commonly known as the Arrival/Departure Building (the "Facility") located at 1650 West College Drive, Marshall, Minnesota 56258.

Tenant is engaged in the business of pilot training.

Landlord wishes to make pilot training available to its customers and invitees at the Facility and, to that end, wishes to have Tenant provide such services.

Landlord has offered to grant Tenant the right to occupy and use certain space in the Facility for the purpose of providing pilot training service and Tenant is willing to provide pilot training service and to accept such occupancy, subject to and in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties covenant and agree as follows:

- 1. <u>Concession.</u> The Landlord does hereby grant to the Tenant and the Tenant hereby accepts from the Landlord, the non-exclusive right to operate a pilot training service at the Facility for the purpose of offering pilot training to the public under the covenants, conditions and provisions contained in this Lease.
- 2. <u>Term.</u> Subject to termination as otherwise provided in this Lease, the term of this Lease shall be for a period of five (5) years, commencing on January 2, 2020 (the "Commencement Date") and ending on December 31, 2024 (the "Expiration Date"), unless canceled by either party upon written notice to the other party in accordance with Sections 17 and 18 of this Lease. All rentals described herein shall accrue from the commencement date above, the effective date of this Lease. Lease rates, as depicted in Exhibit "A," may be adjusted by Landlord on January first of each year. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intent to adjust said rates.

Item 18.

The term may be extended for an indefinite period of time upon written agreement by both Landlord and Tenant at the rental rates to be determined at that time.

- 3. Non-exclusivity. This concession shall not be construed to be an exclusive concession, and the Landlord shall have the right to deal with and perfect arrangements with any other individual, firm or corporation for engaging in similar activities at the Airport. The Landlord shall not, hereafter, grant to any other individual, firm or corporation, other than Tenant, a similar concession upon terms or conditions more favorable in any material respect than those herein granted Tenant.
- 4. Office Space/Parking Space Allocations. The Tenant is allocated office space in the Facility as shown in the plan attached as Exhibit "B" and containing approximately one hundred twenty-five (125) square feet. In addition to said office area, the Landlord does hereby lease to Tenant two (2) automobile parking spaces as shown on Exhibit "C". No parking shall be allowed immediately in front of the Facility (except as posted) and no overnight parking shall be allowed. Landlord agrees to permit Tenant, its agents, employees and invitees access to the Facility throughout the term of this agreement and the right to use all of the common area associated with the Facility (e.g., restrooms, sidewalks, access roads, parking areas, waiting areas, conference room) in the same manner as such areas are made available to and used by the employees and invitees of the Facility.
- 5. **Payment Dates.** Tenant shall pay Landlord, without notice to Tenant, monthly rent as depicted in Exhibit "A" on or before the first day of each month for the following month. A late fee charge of \$20.00 shall be assessed for payments received after the tenth (10th) day of the month and shall be added to the following month's payment.
- 6. Cleaning. Tenant is required to maintain leased areas clean, neat, and orderly. In the event that Tenant fails to keep the premises used by it in an attractive, neat, clean, orderly and sanitary condition as is required by this Lease, Landlord by itself shall clean or cause to be cleaned those portions of the premises not so kept and Tenant agrees to reimburse Landlord for the direct and indirect costs incurred by Landlord for the performance of said work immediately upon being billed therefore by Landlord. Daily trash removal and placing it in the dumpster provided by the Landlord shall be the responsibility of the Tenant.
- 7. <u>Utilities.</u> The Landlord agrees to provide such heat, electricity, water and sewage services as are reasonably necessary for Tenant's operations at no additional cost to Tenant, except for telephone and other communication usage, required by Tenant in the Facility.
- 8. <u>Activities Permitted on Airport.</u> Tenant shall have the right to use those portions of the Airport covered by this Lease for the conducting of pilot training service as herein provided for.

- 9. <u>Construction and Improvements.</u> No improvement, alterations, or additions shall be made to the lease space in the Facility without the written approval of the Landlord, which approval will not be unreasonably withheld. Improvements to leased space shall be at the sole expense of the Tenant, in accordance with architectural plans developed by Tenant, and reviewed and approved by the Landlord's City Engineer.
- 10. <u>Liens.</u> Tenant agrees not to allow any mechanic's lien to be filed against the Facility by reason of any work, labor, services or materials performed at or furnished to the leased space at the Facility by or for Tenant.
- 11. **Tenant's Covenants.** Tenant hereby covenants and agrees:
 - A. To furnish good, prompt and efficient service adequate to meet all reasonable demands at the Airport at a fair and reasonable price and that services provided by Tenant at the Airport shall conform to all standards herein specified; and to initiate reasonable efforts to promote local marketing efforts of pilot training services within the community and surrounding area.
 - B. That it shall not permit its agents, servants or employees to solicit or conduct business outside of the area referred to in No. 4 above.
 - C. That it shall abide by, and require its agents, servants or employees to abide by, and be subject to all reasonable rules and regulations which are now, or may from time to time, be formulated by the Landlord or the Airport Manager concerning the management, operation or use of the Airport and specifically to abide by all provisions of the Airport security plan, if any.
 - D. That it shall meet all expenses in connection with the use of the leased space hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or structures and improvements at any time situated thereon, and that it shall secure all such permits and licenses as may be necessary.
 - E. That it shall permit the Landlord's representative at any time, and as often as the Landlord deems necessary, to inspect the premises used by the Tenant in the conduct of its business, and upon request shall demonstrate any such machines or equipment.
 - F. That it shall not do, or permit to be done, any act which:
 - (1) Shall invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon;
 - (2) Shall increase the rate of any fire insurance on the Airport or any part thereof, or upon the contents or any building thereon;

- (3) Shall, in the opinion of the Landlord, constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Lease.
- If, by any reason of the Tenant's failure to comply with the provisions of this section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Tenant shall be notified and shall, upon demand, pay the Landlord that part of all fire insurance premiums paid or payable by the Landlord which shall have been charged because of such violation by the Tenant.
- G. Non-discrimination. For Tenant, its agents, servants and employees, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that:
 - (1) No person on the ground of sex, race, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - (2) In the construction of any improvements on, over or under such lease space and the furnishing of services thereon, no person on the grounds of sex, race, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.
 - (3) The Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- H. Signs. Tenant shall have the right to install tasteful, professionally prepared signs at the leased space and at such locations at the Facility that Landlord approves, which approval will not be unreasonably withheld.
- I. Landlord acknowledges that the Facility must be and remain connected to Tenant's corporate terrestrial broadband data communications network (the "Network") in order for Tenant to conduct its business at the Facility. Landlord authorizes Tenant to perform such work as may be necessary, within or outside the Facility, to permit Tenant to connect properly the Facility to the Network and thereafter maintain such connection, all at Tenant's expense and in accordance with plans prepared by Tenant and approved by Landlord, which approval will not be unreasonably withheld. Landlord agrees to cooperate fully with Tenant to secure the permits and approvals necessary to the performance of such work and to facilitate completion of such work. If, for any reason other than the act or omission of Tenant, including the inadequacy of facilities or services provided by a Local Exchange Carrier or other provider, the connection of the Premises to the Network cannot be accomplished within a time or at a cost acceptable

to Tenant, or the connection is broken or becomes inadequate for Tenant's purposes, then Tenant may terminate this Lease by written notice to Landlord.

- 12. <u>Indemnification.</u> Tenant shall defend, indemnify and hold harmless the Landlord from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of the Landlord or the Tenant, by reason of death or injury to persons, or loss or damage to property resulting from Tenant's operation hereunder or sustained in or upon the leased premises, or as a result of anything claimed to be done or omitted to be done by the Tenant hereunder, save and except where said claims, demands, suits, judgments, costs and expenses are solely the result of the intentional or negligent acts of Landlord.
- 13. Waiver of Subrogation. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the demised premises, and any improvements thereon, or contents thereof, a waiver of any right of subrogation any such insurer or one party may acquire against the other by virtue of payment of any loss under such insurance, such waiver to be effective so long as each is empowered to grant such waiver under the terms of his/her insurance policy or policies involved without payment of additional premiums. Such waiver shall stand mutually terminated as of the date either Landlord or Tenant ceases to be so empowered.

14. **Insurance.**

A. Tenant shall obtain and maintain continuously in effect at all times during the term of this Lease, at Tenant's sole expense, insurance written by a company licensed to do business in the State of Minnesota of the type and having limits at least as large as those set forth herein.

Such insurance shall name the Landlord as an additional insured thereunder and shall contain provisions requiring at least thirty (30) days advance notice to the Landlord of the termination or cancellation of all such insurance. Tenant shall provide Landlord with copies of certificate of insurance for all policies required herein evidencing such policies. Tenant shall deliver certificates of such insurance to Landlord before occupying the Facility and installing any equipment.

- (1) Owner's, landlord's and tenant's insurance: Tenant shall insure or self-insure their own personal property located on the lease premises.
- (2) Automobile public liability insurance: The Tenant shall provide the minimum amounts as required by Minnesota State Statutes.
- (3) Workers' compensation insurance: meeting or exceeding statutory requirements.
- (4) General liability insurance in the amount of \$1,000,000 for injuries to any one person, \$1,000,000 for any one accident and \$100,000 for property damage or, in the alternative, combined single limit coverage of at least \$1,000,000.

- B. It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of Tenant.
- C. Except in the case of the willful or negligent act or omission of Landlord, its agent or employee, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Facility by Tenant.
- 15. <u>Surrender of Possession.</u> Upon the termination of this Lease, Tenant's authority to use the premises, rights, facilities and equipment herein granted shall cease and Tenant shall, upon expiration or termination, promptly and in good condition surrender the same to the Landlord. Upon termination, any improvements which have become part of the realty shall become the property of the Landlord and the same shall be immediately returned to the control of the Landlord. Any improvements not part of the realty shall be removed therefrom within fifteen (15) days after the termination of this Lease or the same shall be deemed to have been abandoned to the Landlord and the right of the Tenant to possession thereof shall cease.
- 16. <u>Damage to Property.</u> Tenant shall promptly repair or replace any property of the Landlord which is lost, destroyed or damaged by its operations hereunder. If Tenant fails to promptly repair or replace such property, Landlord may repair or replace it and charge Tenant for the costs incurred, which costs shall immediately be paid by Tenant.
- Cancellation by Landlord. In the event that Tenant shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it, and Tenant thereafter is adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Tenant and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or that a receiver of Tenant's assets shall be appointed, or that Tenant shall be divested of its estate herein by other operation of law or that Tenant shall fail to perform, keep and observe any of the terms, covenants, or conditions herein contained on its part to be performed, the Landlord may give the Tenant written notice to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by Tenant, the Landlord may, after the lapse of said thirty (30) day period and prior to the correction or curing of such condition or default, terminate this Lease by a thirty (30) day written notice; provided, however, that in the event Tenant cannot cure said default within thirty (30) days despite his/her best efforts to do so, and that he/she shall have commenced and thereafter diligently pursued said cure to completion, said default shall not be grounds for terminating this Lease.

Acceptance of rental by Landlord for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Tenant, shall not be deemed a waiver of any right on the part of Landlord to cancel this Lease for such default.

No waiver of default by Landlord of any of the terms, covenants or conditions hereof to be performed, kept and observed by Tenant shall be construed to be or act as a waiver of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Tenant.

This Lease shall also be subject to termination by the Landlord in the event of any one of the following:

- A. If Tenant shall fail to pay any installments of rent or other charges required to be paid by Tenant within ten (10) days after the same shall become due and payable, subject to the rights of redemption provided by law.
- B. Any illegal act or any violation of State, federal or local law, statute, ordinance or regulation which results in a criminal conviction may result in termination procedures being initiated. Legal costs incurred during said termination procedures shall be the responsibility of Tenant.

In addition to any right of cancellation or any other rights herein given to Landlord, Landlord may cancel this Lease, with or without cause, in its entirety and terminate all or any of its obligations hereunder at any time by thirty (30) days written notice.

- 18. <u>Cancellation by Tenant.</u> Tenant shall have the right upon written notice to the Landlord to terminate this Lease upon the happening of one or more of the following events, if said events are then continuing:
 - A. The issuance by any court of competent jurisdiction of an injunction, order or decree: (1) preventing or restraining the use by Tenant of all or any substantial part of the premises used and occupied by Tenant hereunder; (2) preventing or restraining the use of all or a part of the Airport for normal airport purposes which may be used by Tenant and which is necessary for its operations on the Airport.
 - B. If Landlord defaults in any of the terms, covenants or conditions under this Lease and fails to cure the default or make substantial progress with regard thereto within forty-five (45) days following receipt of written demand from Tenant to do so.
 - C. If all or a material part of the premises used and occupied by Tenant hereunder is damaged or destroyed, or all or a part of the Airport or Airport facilities which is necessary to the operation of Tenant's business is damaged or destroyed or the use thereof disrupted for causes beyond Tenant's control.

D. If, by reason of any action of any governmental authority, Tenant is unable to conduct its business for a period of in excess of forty-five (45) days in substantially the same manner or substantially to the same extent as prior to such action.

In addition to any right of cancellation or any other rights herein given to Tenant, Tenant may cancel this Lease, with or without cause, in its entirety and terminate all or any of its obligations hereunder at any time by thirty (30) days written notice.

- 19. <u>Subleases and Assignments.</u> Tenant shall not assign or transfer, in whole or in part, in any manner, this Lease nor any interest therein, nor permit the foregoing Lease to become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part, unless the written consent of Landlord shall first be obtained in each and every case of subletting, assignment or transfer as shall from time to time occur or be desired. It is expressly agreed by the Tenant that in the event permission be granted by the Landlord as herein provided, the subtenant or assignee shall be required to assume and agree to perform the covenants of this Lease and that notwithstanding any such subletting or assignment, the Tenant shall be and remain liable for the payments of all rents and the performance of all covenants and conditions for the full term of this Lease.
- 20. <u>Subordination</u>. This Lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 21. <u>Modification.</u> Nothing under this Lease shall be deemed to prevent the Landlord and Tenant from entering into other or different agreements or modifications of this Lease, provided that any modifications of this Lease shall be in writing and shall be executed with at least the same degree of formality as this Lease.
- 22. <u>Notices.</u> All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage paid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery. If intended for Landlord, the same shall be mailed to the address hereinabove set forth or such other address as Landlord may hereinafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at 205 3rd Street E, Tracy, Minnesota 56175.
- 23. <u>Applicable Law.</u> This Lease, together with all of its articles, terms and provisions, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota, in Lyon County, Minnesota.

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

Tenant:	Tracy Aircraft, LLC	Landlord: City of Marshall, Minnesota
By: Its:	David Algyer ///5/160 Owner	By: Robert J. Byrnes Its: Mayor
Witness		Witness: Kyle Box City Clerk

Exhibit "A" Lease Rates for Office Space (125 Sq. Ft.) and Parking Space (400 Sq. Ft.)

Commencing upon the effective date of the lease, January 2, 2020, the annual rental for the rights and privileges granted to the Tenant under the terms of their lease shall be:

	MONTHLY		
		RENTAL	ANNUAL
YEAR	MONTHS		RENTAL
2020	12	\$182.00	\$2,184.00
2021	12	\$182.00	\$2,184.00
2022	12	\$182.00	\$2,184.00
2023	12	\$182.00	\$2,184.00
2024	12	\$182.00	\$2,184.00

Tenant shall be responsible for any taxes in accordance with the private use of the leased space.

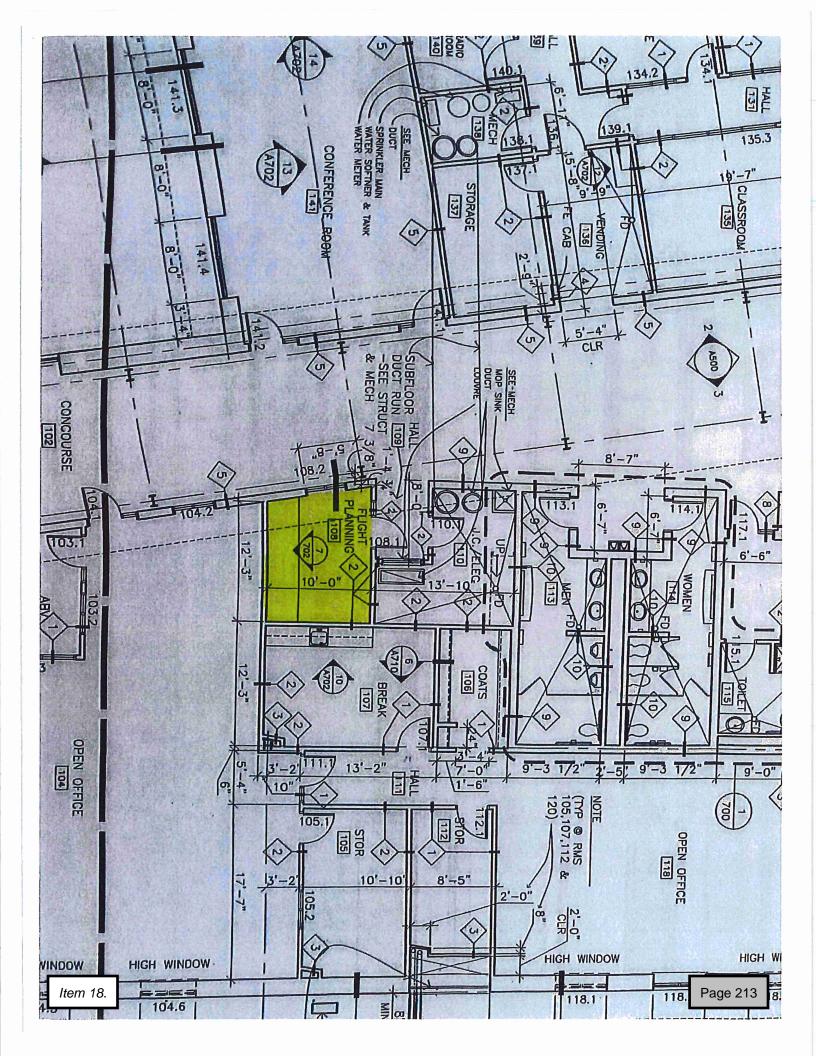
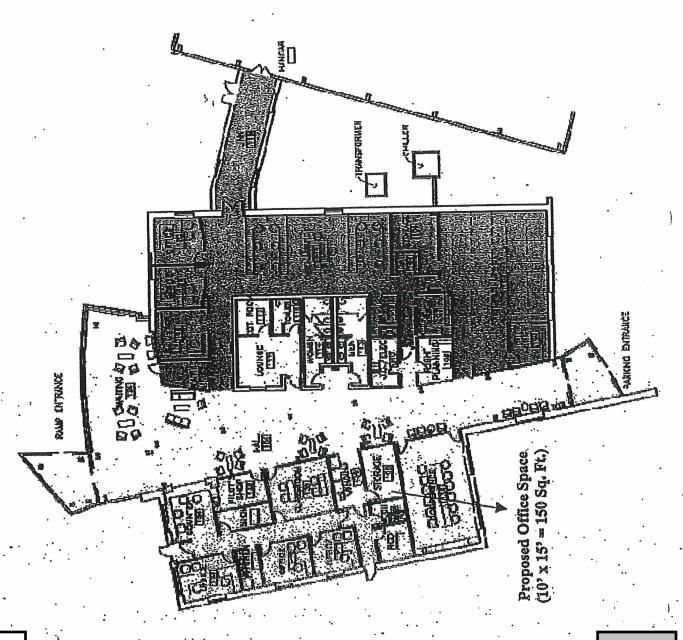
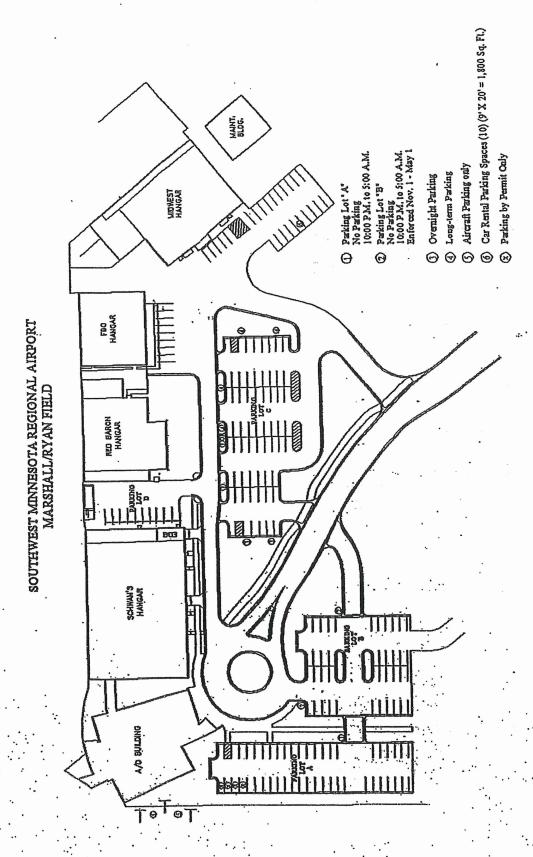


Exhibit "B"
Office Space in Arrival/Departure Building
(Storage Room)



Item 18.

Exhibit "C"
Parking Spaces



Item 18.

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Risk Placement Services, Inc. - Minneapolis 6625 W. 78th Street Suite 210

Minneapolis, MN 55439 Phone: 952-938-0655 Fax: 952-938-0701

INSURANCE QUOTE

DATE ISSUED:

January 7, 2020

SUBMISSION: 3179993A

MEP % - If varies

from policy MEP

RETAIL PRODUCER:

Minnwest Insurance Agency - Tracy

P.O. Box 1048 tracy, MN 56175

INSURED:

David Algyer

205 3rd Street East Tracy, MN 56175

LOCATION ADDRESS:

1605 W College DrEast,

Marshall, MN 56258

INSURER:

ACE Property & Casualty Insurance Company NAIC #: 20699

Admitted AM Best Rating: A++ XV

PRODUCT:

Aviation: CGL

If this is a Claims Made Quote, the Retro Date is:

POLICY PERIOD:

1/7/2020 TO 1/7/2021

POLICY MINIMUM EARNED:

COVERAGE

Aviation

PREMIUM

\$990.00

PREMIUM:

\$990.00

TAXES: Tax State: MN

FEES:

Broker Fee

\$100.00

(Fees, if any, are fully earned at binding.)

TOTAL:

\$1,090.00

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE AN ADDITIONAL PREMIUM (AND TAXES) APPLY. See TRIA disclosure attached. \$99.00 plus any applicable taxes.

LIMITS

See attached

DEDUCTIBLE(S)

See attached

% COINSURANCE (if applicable)

ENDORSEMENTS/FORMS

CONDITIONS

See attached

RATING BASIS:

THIS QUOTE IS VALID FOR 30 DAYS FROM ISSUANCE, UNLESS OTHERWISE NOTED.

PAYMENT TERMS:

PREMIUM PAYMENT IS DUE WITHIN THE TERMS OF OUR INVOICE WHEN ISSUED.

Krista Howard, Account Manager AUTHORIZED REPRESENTATIVE

INSURED: David Algyer DATE ISSUED: January 7, 2020

If you elect to bind coverage with a non-admitted carrier, surplus lines taxes must be collected and remitted to your Home State, as defined in The Nonadmitted and Reinsurance Reform Act (NRRA). Many states have not yet addressed the impact of the NRRA, and surplus lines tax rates and regulations are subject to revision. Accordingly, additional taxes may be levied and RPS would require immediate remittance from you. In addition, if you have a multi-state risk, we intend to bill the surplus lines taxes for the non-Home States, and hold these taxes until a process for remittance is established and payment to the non-Home State may be made. If no such process is established by the Home State, and the risk of a future claim by the non-Home State is determined to no longer exist, then the taxes will be returned to you.

CHUBB

TO:

Krista Howard

Risk Placement Services

Bloomington, Minnesota 55439

RISK ID:

EMAIL:

Krista_Howard@rpsins.com

DATE SENT:

January 07, 2020

AVIATION OPERATIONS LIABILITY QUOTATION

WITH

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

(AA S&P, A++ BEST)

In accordance with your request, we are pleased to provide the following quotation:

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this Quotation are not included. The terms and conditions of this Quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This Quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this Quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

NAMED

INSURED:

David Algyer

NAMED

INSURED'S

ADDRESS:

205 3rd Street East, Tracy, Minnesota, 56175

PERIOD:

From:

February 07, 2020

To: February 07, 2021

both days at 12:01 a.m. Local Time at the address of the Named Insured

INTEREST:

The Insured's legal liability to which this policy applies, arising out of the Insured's Aviation operations at

Southwest Minnesota Regional Airport - Marshall/Ryan Field (FAA L.D.: MML), Marshall, Minnesota

SUM

\$1,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and

Page 1 of 3

INSURED: Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit.	Not Insured
Personal Injury and Advertising Injury Annual Aggregate Limit.	\$1,000,000
Malpractice Annual Aggregate Limit	
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit	
Fire Damage Limit Any One Fire.	\$50,000
Medical Expense Limit Any One Person.	\$5,000
Hangarkeepers not "in flight" Limit Any One Occurrence	Not Insured
Hangarkeepers not "in flight" Limit Any One Aircraft.	Not Insured
Non-Owned Aircraft Liability Limit Any One Occurrence.	Not Insured
Medical Expense Limit Any One Person. Hangarkeepers not "in flight" Limit Any One Occurrence. Hangarkeepers not "in flight" Limit Any One Aircraft. Non-Owned Aircraft Liability Limit Any One Occurrence.	Not Insured

DEDUCTIBLE:

Nil

CONDITIONS: The Aviation Operations Policy contains, inter alia, the following exclusion clauses:

War, Hi-Jacking and Other Perils Exclusion Clause Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

- 30 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but
- 10 days notice for non-payment of premium. This provis on does not override the Automatic Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement

AAP MN (11/99) Minnesota Changes - Cancellation and Nonrenewal

Schedule of Policy Fo	rms applicable to airports and locations in: Minnesota
Form Reference	Title
and Edition	
9001-MN (11/00)	Minnesota Changes
AAP 200 (07/10)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11/99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11/99)	Airport Owners and Operators General Liability Policy - Schedule of
	Endorsements
AAP 202 (11/99)	Airport Owners and Operators General Liability Policy - Policy Provisions
AAP 203 (02/08)	Extended Coverage - War, Hi-jacking and Other Perils Endorsement
AAP 237 (11/99)	Nuclear Risks Exclusion Clause
AAP 243 (11/99)	Airport Operations Change Endorsement
AAP 255 (03/08)	Date Recognition Limited Coverage Endorsement
AAP 256 (11/99)	Date Recognition Exclusion Endorsement
AAP 270 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses
	from Certified Acts of Terrorism
AAP 273 (11/03)	Pollution Endorsement
AAP 275 (01/15)	Limited Terrorism Coverage Endorsement
AAP 277 (01/06)	Silica And Silica-Related Dust Exclusion

AAP 306 (03/08) Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement

AAP 307 (03/08) Amendment to Supplementary Payments (Court Cost) Endorsement

ALL-20887 (10/06) ACE Producer Compensation Practices & Policies

Trade or Economic Sanctions Endorsement

TR-19604d (01/15) Notice Of Terrorism Insurance Coverage

ANNUAL

GL Premium:

\$990

Broker Fee \$100.00

ANNUAL

TRIA Premium:

\$99

ANNUAL

WAR Premium:

\$99 reducing to \$25 if TRIA coverage also purchased.

The War and TRIA coverages and premiums are quoted on an "if required" basis and may be rejected by the insured.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site: http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

On behalf of ACE Property and Casualty Insurance Company

Βv

Authorized Representative

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act. The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Accepta	nnce or Rejection of Terrorism Insurance (Coverage					
	I hereby elect to purchase terrorism coverage for a prospective premium of \$99						
	I hereby decline to purchase terrorise have no coverage for losses resulting	m coverage for certified acts of terrorism. I under g from certified acts of terrorism.	stand that I will				
	Policyholder/Applicant's Signature	ACE Property and Casualty Insurance Con	mpany				
	David Algyer Print Name	Policy Number					
	Date	Tanay Manager					

TR-19604d (01/15)

MINNESOTA INSURANCE CARD

Liberty Mutual.

POLICY INFORMATION Palicy Number

Policy Effective Date 05/07/2019 A0S-248-195221-70 9 0

Make CHEVROLET

Model SILVERADO Vehicle Identification Number 2GCVKREC1J1102856

Policy Expiration Date 05/07/2020

Year 2018 VEHICLE INFORMATION

Q Customer service 1-800-225-7014 Roadside Assistance 1-800-426-9898 To report a claim 1-800-2CLAIMS (1-800-225-2467) CONTACTUS

05/07/2020 05/07/2019 Card Expiration Date Card Effective Date

Name of Insured DAVID ALGYER DOROTHY A ALGYER

Company Name: LM GENERAL INSURANCE COMPANY

The insurance company displayed below certifies that it has issued a liability insurance policy with compulsory coverage as required by the Minnesota financial responsibility law, to the policyholder named below with respect to the vehicle

NAIC Number: 36447

described.

SEE IMPORTANT MESSAGE ON REVERSE SIDE.

Item 18.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 28, 2020
Category:	NEW BUSINESS
Туре:	ACTION
Subject: Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.	
Background	The City of Marshall has various openings on the Boards, Commission, Bureaus and Authorities.
Information: Interviews were conducted on January 28, 2020 with the City Council.	
Fiscal Impact:	
Alternative/	
Variations:	
Recommendations:	approval of appointments to the various boards, commissions, bureaus and authorities.

Item 19. Page 223

City of Marshall Boards and Commissions

Adult Community Center Commission	Incumbent	New Applicants
2 openings (2) unexpired terms to expire 5/31/22		Raymond Sorenson
Airport Commission	Incumbent	New Applicants
2 openings (2) unexpired terms to expire 5/31/22		
Cable Commission	Incumbent	New Applicants
2 openings (2) unexpired terms to expire 5/31/22		
Community Services Advisory Board	Incumbent	New Applicants
5 openings (1) expired term to expire 2/28/21 (4) unexpired terms to expire 2/28/23		
Library Board	Incumbent	New Applicants
2 openings (2) unexpired terms to expire12/31/22		Paula Botsford
Police Advisory Board	Incumbent	New Applicants
1 opening (1) unexpired term to expire 5/31/22		

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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 14, 2020
Category:	COUNCIL REPORTS
Туре:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	Byrnes - Fire Relief Association and Regional Development Commission Schafer - Airport Commission, MERIT Center Board, City Council-County Board-Library Agreement & Operation, Southwest Minnesota Amateur Sports Commission and SW Minnesota Emergency Communication Board Meister - Community Services Advisory Board, Cable Commission and Economic Development Authority Bayerkohler - Public Housing Commission, Planning Commission DeCramer - Economic Development Authority and Utilities Commission Labat - Library Board, Police Advisory Board and Convention and Visitors Bureau Lozinski - Adult Community Center Commission and Jo
Fiscal Impact:	
Alternative/ Variations: Recommendations:	

Item 20. Page 225

BLOCK 11- PROPOSED MIXED USED REDEVELOPMENT PROJECT

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

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



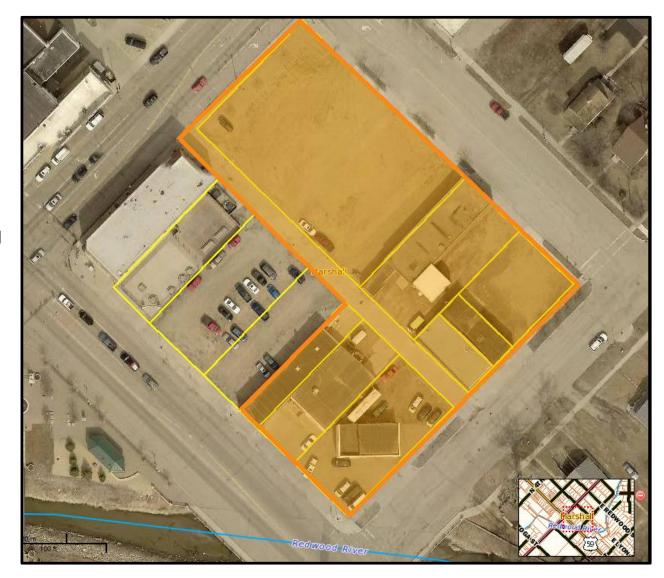
BLOCK 11 HISTORY

The City has been working over the past 10+ years acquiring the dilapidated parcels on this block.

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

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

Item 22. que image for the downtown area.





BLOCK 11 PICTURES















BLOCK 11 REDEVELOPMENT TIMELINE

December 13, 2018 EDA approved Block 11 RFP.

December 21, 2018 RFP Release Date

March 15, 2019 Deadline to submit questions.

April 30, 2019 RFP Submittal Deadline. Staff received two RFPS.

May 6, 2019 Internal review with staff.

May 17, 2019 Posted Advertisement for Bids for Removal & Disposal of Hazardous materials at Block 11.

May 23, 2019 Initial interview meeting with APX to discuss proposal with staff and EDA sub-committee.

June 4, 2019 Advertisement for Bids for Removal & Disposal of Hazardous materials at Block 11 closed.

August 2, 2019 Reached out to Mikaela Huot (Bakertilly Municipal Advisors) for preliminary TIF review.

August 19, 2019 Started drafting Preliminary Development Agreement as recommended.

August 21, 2019 Sent first Preliminary Development Agreement draft to Sofia/Andrew at Kennedy & Graven to review.

MARSHAI

August 29, 2019 Sent first Preliminary Development Agreement draft to APX for review.

<u>Septem</u>ber 5, 2019 Conference Call with Mikaela Huot (Bakertilly Municipal Advisors) to discuss next steps and review PDA.

Item 22. ber 24, 2019 Present Block 11 Preliminary Development Agreement at City Council.

APX CONSTRUCTION GROUP, LLC

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

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

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





City of Marshall

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

Item 22. nber 24, 2019





PRESENTING



JORGE LOPEZ
APX Developer
Owner's Representative



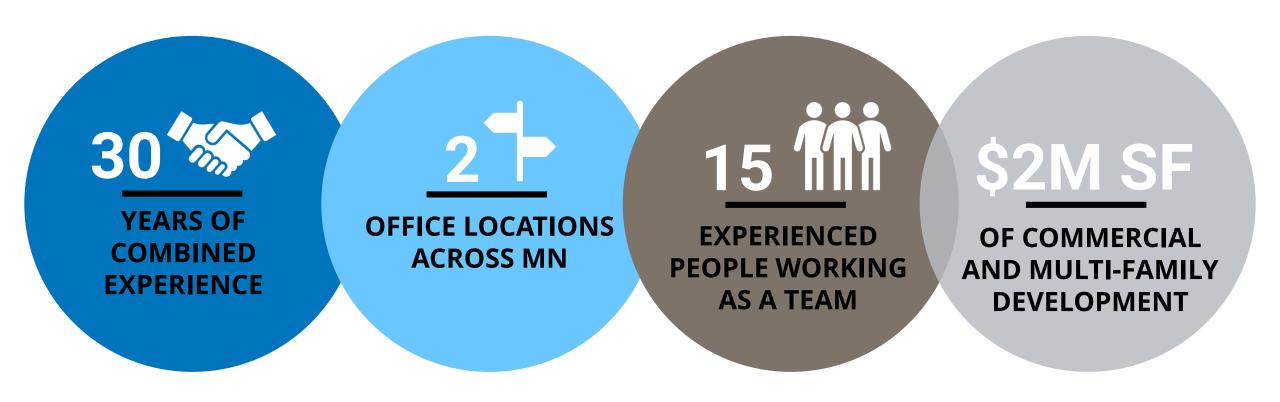
EAPC
Project Manager



SHAWN CROWLEY
EAPC
Project Architect

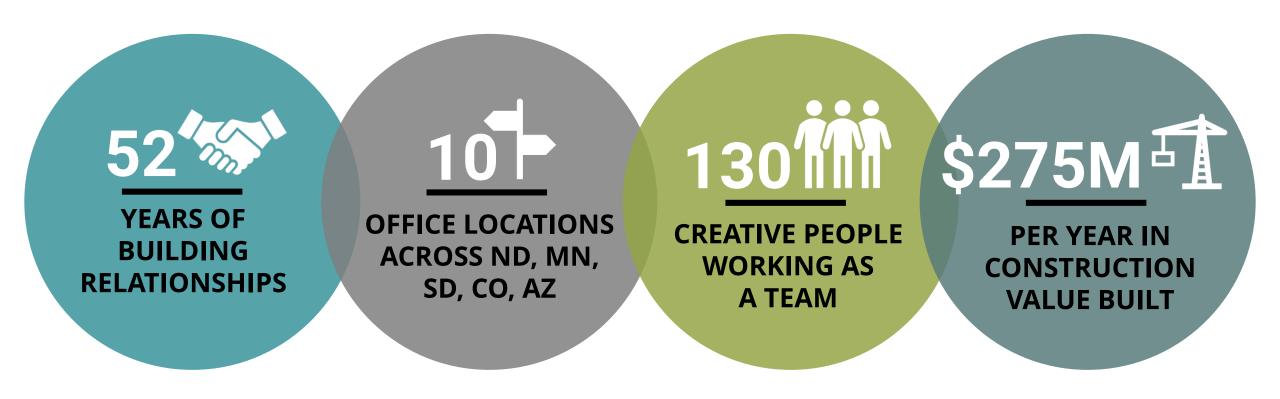
APX IN FACTS & NUMBERS

Construction Group



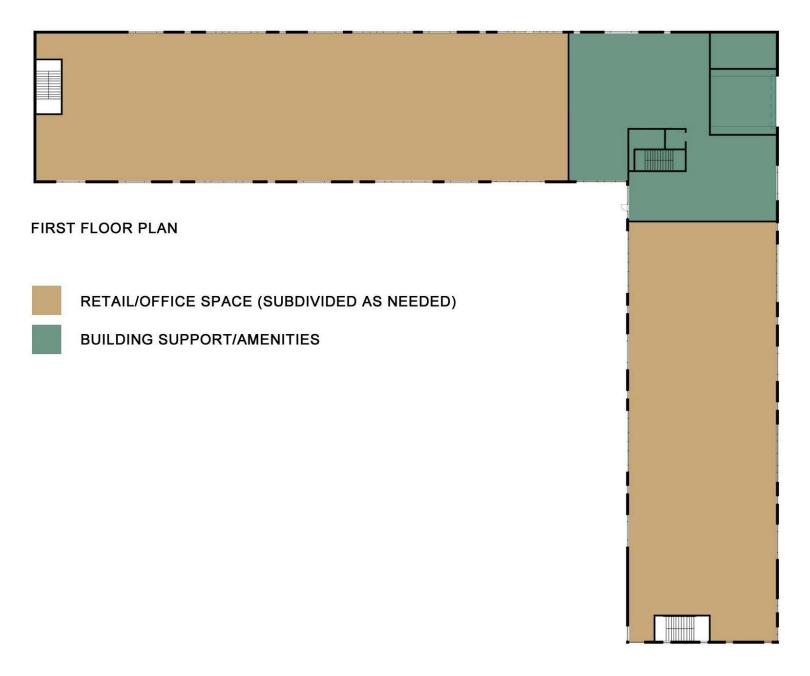
EAPC IN FACTS & NUMBERS

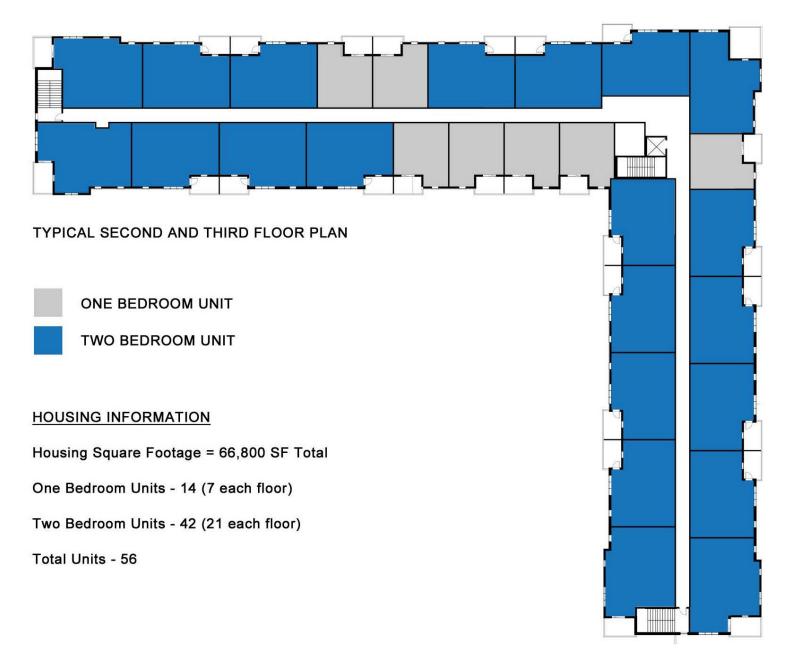
Full-service design firm



DESIGN CONCEPT









TYPICAL ONE BEDROOM UNIT



TWO BEDROOM UNIT - TYPE ONE

HOUSING INFORMATION

One Bedroom Units - 14

Two Bedroom Units - 42

Total Units - 56



TWO BEDROOM UNIT - TYPE TWO



VIEW FROM EAST COLLEGE DRIVE HEADING NORTHEAST

Item 22.

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VIEW FROM WEST MAIN HEADING NORTHWEST

Item 22.

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FINAL THOUGHTS

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





THANK YOU FOR LISTENING!



City of Marshall

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









now joined with Springsted and Umbaugh

Memo

Members of the City Council

To: Sharon Hanson, City Administrator, City of Marshall

Annette Storm, Director of Administrative Services, City of Marshall

From: Mikaela Huot, Director

Date: January 24, 2020

Subject: Block 11 Redevelopment: Status Update with APX Construction Group, LLC

The City previously issued a Request for Proposals (RFP) dated December 21, 2018 for the purchase and redevelopment of certain real property located in the downtown area described as Lots 1 through 5 and 15 through 20, Block 11, Lyon County. In response to the RFP, APX Construction Group, LLC submitted a proposal to acquire the Property for construction of the mixed-use commercial/residential development and was preliminarily selected by the City to enter a period of exclusive negotiation related to such proposal. In October 2019 the City of Marshall entered into a preliminary development agreement with APX Construction Group, LLC for the proposed redevelopment of the City's Block 11 project site (see attached map) that will include of a new development consisting of approximately 56 residential units, approximately 33,400 square feet of commercial space with underground parking.

The developer's preliminary estimates for redevelopment of the project site indicated a need for public financial participation from the City to offset a portion of the costs associated with the proposed development, and that the redevelopment would not occur without such public financial participation, and that public financial participation is anticipated in the form of tax increment financing ("TIF"). The City Council entered into the Agreement for a period of 90 days to provide the developer with an exclusive period of negotiation and give an opportunity to negotiate the terms of a purchase and development agreement for the property and any City financial participation.

It was the intent that during the 90-day term of the Agreement that the City and developer determine that if the following conditions can be fulfilled to the satisfaction of the City and developer that the parties may proceed in an attempt to formulate a mutually-satisfactory Purchase Agreement:

(a) developer demonstrates the feasibility of the development at a design and density that meets or exceeds current zoning guidelines or is otherwise acceptable to the City;

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2018 Baker Tilly

low Krause, LLP

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- (b) the developer provides preliminary documentation regarding the economic feasibility of the development as the City may reasonably wish to receive during the term of this Agreement;
- (c) the completion of all undertakings required by this Agreement in a satisfactory and timely manner; and
- (d) the satisfaction of such other reasonable and customary conditions as are determined to be appropriate by either party.

The Agreement outlined the action items both the City and developer agreed to undertake pursuant to the proposed redevelopment project to provide a reasonable level of certainty of both parties to proceed to the next stages of negotiation. Due diligence review related to the financial feasibility, market analysis, and environmental review. If both parties have satisfied their obligations under the Agreement and have each determined that they desire to move forward with the project, the City shall prepare a draft Purchase Agreement for negotiation between the parties. There are no binding requirements for either party to approve a Purchase Agreement.

The Preliminary Development Agreement expired on January 14, 2020. As a result of the steps taken to-date as described within the Agreement, there have been no red flags discovered that would cause either the City or developer to stop the process and not proceed to the next level. As a result, if the City and developer are still interested in proceeding with the redevelopment process, next steps to be considered include the City agreeing to proceed with the process for establishment of a Tax Increment Financing (Redevelopment) District for the proposed project. The attached calendar provides the estimated timing for this process with a public hearing anticipated in April. Also included within the time frame will be negotiation of a Purchase Agreement and Contract for Private Development. There will be certain requirements of the developer for performance of the redevelopment project to ensure the City is protected should development not occur as expected.

As additional details and information regarding the project become available throughout the process, we will be providing updates to City staff and Council.

Thank you for the opportunity to be of assistance to the City of Marshall. Please contact me at 651-223-3036 or mikaela.huot@bakertilly.com with any questions or to discuss.

Item 22. low Krause, LLP

City of Marshall, Minnesota

Timeline for Creation of a Tax Increment Financing Plan for Tax Increment Financing (Redevelopment) District No. 1-15 Within Project Area No. 1 Block 11 Redevelopment APX Group

	Proposed Schedule of Events						
Date	Event	Responsible Party					
October 14, 2019	City enters into Preliminary Development Agreement with APX Group (90 days)	City, Kennedy & Graven, Baker Tilly, APX					
Ongoing Winter 2019/Spring 2020	Preliminary negotiations with developer and evaluation of financial information including initial request for financial assistance	City, Kennedy & Graven, Baker Tilly, APX					
January 14, 2020	Preliminary Development Agreement expires Provide update to City Council on development status	City, APX, Baker Tilly					
January 28, 2020	City Council update on redevelopment status and terms between City and APX including use of tax increment financing	City, APX, Baker Tilly					
After January 28	Drafting of Purchase Agreement and Contract for Private Development	City, Kennedy & Graven, Baker Tilly, APX					
February 15, 2020	APX provides additional information to City including market analysis, updated financial details including request for public assistance, site and development plans						
TBD	EDA review of TIF Application and need for public financial assistance	City					
TBD	EDA review of draft term sheet in anticipation of Contract for Private Development	City, Kennedy & Graven, Baker Tilly					
Tuesday, February 25, 2020	City Council calls for public hearing regarding proposed creation of a Redevelopment TIF District and Project Area	City, Kennedy & Graven, Baker Tilly					
Friday, February 28, 2020	County Commissioner receives notification letter	Baker Tilly					
TBD	City Council workshop to review Purchase Agreement, Contract for Private Development TIF-related materials	City, Baker Tilly					
TBD	EDA reviews Purchase Agreement and Contract for Private Development	City, Kennedy & Graven, Baker Tilly					
Friday, March 13, 2020	County and School District receive impact letters & draft TIF plan for TIF (Redevelopment`) District	Baker Tilly					
TBD	(at least 30 days prior to public hearing) City Planning Commission reviews draft TIF plan for TIF District and Project Area documents (documents provided by Baker Tilly and resolution provided by Kennedy & Graven)	City, Kennedy & Graven, Baker Tilly					

Wednesday, April 1, 2020		
Tuesday, April 14, 2020	HRA review of TIF Plan and TIF District and Project Area documents (documents provided by Baker Tilly and resolution provided by Kennedy & Graven)	City, Kennedy & Graven, Baker Tilly
Tuesday, April 14, 2020	City Council holds public hearing, and considers adopting resolution establishing TIF Plan and TIF District and Project Area documents (documents provided by Baker Tilly and resolution provided by Kennedy & Graven)	City, Kennedy & Graven, Baker Tilly
Tuesday, April 14, 2020	City Council considers adopting resolution approving Purchase Agreement and Contract for Private Development (documents and resolution provided by Kennedy & Graven)	City, Kennedy & Graven, Baker Tilly
Prior to June 30, 2020	State filing and request for county certification	Baker Tilly



BUILDING PERMIT LIST January 28, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
WYFFELS, BRADIN	710 SOUTH BEND AVE	INTERIOR REMODEL	20,000.00
ADT/Protection 1	301 3RD ST N	INTERIOR REMODEL	4,900.00
THOOFT BUILT CONSTRUCTION LLC	1108 BRUCE CIR	INTERIOR REMODEL	12,000.00

1/14/2020 9:08 AM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 1

PACKET: 07180 LIBRARY

VENDOR SET: 01

FUND : 211 LIBRARY FUND

DEPARTMENT: 0437 LIBRARY

BANK: AP BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION EFT # AMOUNT 01-0875 COMPUTER MAN INC I-282799 211-70437-2217 COMPUTER SOFT SONICWALLUPGRADE/RENEWAL 002894 1,450.00 211-70437-2245 MACHINERY/EQU SONICWALLUPGRADE/RENEWAL I-282799 002894 2,060.00 01-1633 MARSHALL MUNICIPAL UTIL I-202001034214 211-70437-3381 ELECTRIC UTIL SRVC 11/26-12/26/19 002895 3,703.49 211-70437-3385 SEWER UTILITI SRVC 11/26-12/26/19 211-70437-3382 WATER UTILITI SRVC 11/26-12/26/19 42.06 I-202001034214 002895 I-202001034214 002895 61.60 01-1958 NORTHERN BUSINESS PRODU I-465236-0 211-70437-2271 COLLECTION SU LABELS 002896 58.99 01-2201 RUNNINGS SUPPLY INC I-4789892 211-70437-2272 BUILDING SUPP SALT 002897 47.88 01-2318 SOUTHWEST SANITATION IN I-202001134253 211-70437-3384 REFUSE DISPOS SRVC DECEMBER 002898 138.52 01-4489 VERIZON WIRELESS I-9843755899 211-70437-3321 TELEPHONE & C SRVC120919-010820 002899 61.40 01-4549 A & B BUSINESS, INC I-IN684573 1.50 211-70437-2213 DONATIONS/GRA GRANTTOYLENDING 002900 211-70437-3405 MAINTENANCE A SRVC11/21-12/20/19 002900 429.87 I-IN684573 211-70437-2213 DONATIONS/GRA FRIENDS NEW YR. PARY I-IN684573 002900 6.15 01-5891 ONE OFFICE SOLUTION I-1963407-0 I-1967184-0 211-70437-2211 GENERAL SUPPL OFFICE SCISSORS 002901 3.49 211-70437-2245 MACHINERY/EQU FILECABINET/STAND 002901 307.00 DEPARTMENT 0437 LIBRARY TOTAL: 8,371.95 FUND 211 LIBRARY FUND TOTAL: 8,371.95

REPORT GRAND TOTAL: 8,371.95

** G/L ACCOUNT TOTALS **

				======LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
2019-2020	211-70437-2211	GENERAL SUPPLIES	3.49	2,000	690.79- Y		
	211-70437-2213	DONATIONS/GRANT EXPENSE	7.65	0	39,444.02- Y		
	211-70437-2217	COMPUTER SOFTWARE	1,450.00	6,619	1,400.77- Y		
	211-70437-2245	MACHINERY/EQUIP UP TO \$500	2,060.00	2,000	10,345.36- Y		
	211-70437-2271	COLLECTION SUPPLIES	58.99	3,000	276.30- Y		
	211-70437-3321	TELEPHONE & CELLULAR PHONE	61.40	2,000	1,244.43- Y		
	211-70437-3381	ELECTRIC UTILITIES	3,703.49	37,750	4,139.50		
	211-70437-3382	WATER UTILITIES	61.60	850	56.01		
	211-70437-3384	REFUSE DISPOSAL	138.52	1,300	231.32- Y		
	211-70437-3385	SEWER UTILITIES	42.06	525	38.52- Y		
	211-70437-3405	MAINTENANCE AGREEMENTS	429.87	28,000	3,788.96- Y		
	** 2019-2020 YEAR	TOTALS **	8,017.07				
2020-2021	211-70437-2245	MACHINERY/EQUIP UP TO \$500	307.00	1,000	693.00		
	211-70437-2272	BUILDING SUPPLIES	47.88	0	389.16- Y		
	** 2020-2021 YEAR	TOTALS **	354.88				

** DEPARTMENT TOTALS **

ACCT	NAME	
211-0437	LIBRARY	8,371.95
211 TOTAL	LIBRARY FUND	8,371.95
	** TOTAL **	8,371.95

NO ERRORS

** END OF REPORT **

A / P CHECK REGISTER PAGE: 1

1/14/2020 9:31 AM PACKET: 07179 LIBRARY

**** CHECK LISTING ****

VENDOR SET: 01 BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHEC:	K CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6020	LOUWAGIE, ALLAN I-058804	WINDOWS	R	1/14/2020		1,070.00CR	115319	1,070.00
4739	ABOVE THE FOLD PUBLIS I-202001104251	,	R	1/14/2020		102.00CR	115320	102.00
4487	ADVANCED OPPORTUNITIE	S-WORKCOMPONENT SHREDDING	R	1/14/2020		97.18CR	115321	97.18
4570	AMAZON I-11228414034286613 I-488744978464 I-575543678853	DVDS DVD FRIENDSHOTSPOTS	R	1/14/2020 1/14/2020 1/14/2020		332.84CR 29.99CR 107.88CR	115322	470.71
4526	LUANN ANDERSON I-202001104252	CWDWIRLESS/COMPUTER	R	1/14/2020		16.38CR	115323	16.38
6446	BOOKBROWSE LLC I-3257	SUBS01/15/2020-01/14/2021	R	1/14/2020		780.00CR	115324	780.00
5351	CENGAGE LEARNING I-69011146 I-69117049	LPBOOKS BOOKS		1/14/2020 1/14/2020		38.92CR 38.92CR		77.84
5513	COLLABORATIVE SUMMER I-4366		R	1/14/2020		44.00CR	115326	44.00
3819	DACOTAH PAPER CO I-18591 I-30789	BLDGSUPPLIES BLDG		1/14/2020 1/14/2020		103.27CR 332.51CR		435.78
1016	DRIVER & VEHICLE SERVI-202001104250	ICES VANTABS2YRS	R	1/14/2020		19.25CR	115328	19.25
5291	ENVISIONWARE, INC I-45479	MAINTENANCE 2/1/2020-2/1/2021	R	1/14/2020		308.91CR	115329	308.91
1311	HYVEE FOOD STORES INC I-5837542132	FRIENDS PROGRAMS	R	1/14/2020		14.98CR	115330	14.98
4552	INGRAM LIBRARY SERVIC I-42929433 I-42994588 I-43102822 I-43194372 I-43213640 I-43223545 I-43292210 I-43292211 I-43314081 I-43326100 I-43366223	ES MATERIALS R R R R R R	1/14/2020 1/14/2020 1/14/2020 1/14/2020 1/14/2020 1/14/2020 1/14/2020 1/14/2020 1/14/2020 1/14/2020 1/14/2020		147.93CR 269.47CR 97.97CR 639.65CR 87.69CR 99.66CR 23.14CR 162.02CR 19.24CR 420.80CR 868.62CR	115331 115331 115331 115331 115331 115331 115331 115331	2,836.19	

Item 25. Page 251 A / P CHECK REGISTER PAGE: 2

1/14/2020 9:31 AM PACKET: 07179 LIBRARY

**** CHECK LISTING ****

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1545	LYON COUNTY HIGHWAY D	E DA DEMENTE							
1343	I-202001134254	DECVANGAS	R	1/14/2020		53.06CR	115333	53.06	
4980	MENARDS INC								
	I-49991 I-51661	HOTSPOTS GRANTBCBSTOY/SUPPLIES		1/14/2020 1/14/2020		6.96CR 15.53CR	115334 115334	22.49	
5005	MIDWIGH HADE								
5925	MIDWEST TAPE I-202001034213	DIGITALHOOPLA	R	1/14/2020		270.20CR	115335	270.20	
4548	PLUM CREEK LIBRARY SY	PLUM CREEK LIBRARY SYSTEM							
	I-iv25233	PATRON CARDS	R	1/14/2020		45.00CR	115336	45.00	
4645	PROQUEST LLC I-70604903	SUB01012020-12/31/2020	R	1/14/2020		1,460.16CR	115337	1,460.16	
	1 70001303	00001012020 12/01/2020	10	1/11/2020		1,100.1001	110007	1,100.10	
6286	SCHWEEMAN'S CLEANERS, I-60677-4	LLP SRVC110619	D	1/14/2020		32.99CR	115338		
	I-6079884	RUGS		1/14/2020		32.99CR		65.98	
4722	TRACSYSTEMS, INC.								
1722	1-3629	MAINTENANCE1/30/2020-1/30/2021	R	1/14/2020		2,821.20CR	115339	2,821.20	
5733	VAST BROADBAND								
	I-202001104249	SRVC12/26-01/25/2020	R	1/14/2020		89.85CR	115340	89.85	
4118	WALMART BUSINESS								
	C-002156	HOTSPOTS		1/14/2020		4.82			
	I-000042 I-003254	TOY/SUPPLIES DVDS		1/14/2020 1/14/2020		14.91CR 119.74CR			
	I-006005	FRIENDS NEWYRS EVEPARTY		1/14/2020		32.31CR			
	I-009070	FRIENDSNEWYRSEVE		1/14/2020		57.62CR			
	I-009360	HOTSPOTS		1/14/2020		9.44CR			
	I-009483	BLDGSUPPLIES		1/14/2020		7.76CR		236.96	
4740	WELLS FARGO-LIBRARY								
	C-7463269QHEJ7F6HSN	GRANT BCBS TAX REFUND	R	1/14/2020		9.45	115342		
	I-2404083B1S66HJ6A6	BACKGROUND CHECK	R	1/14/2020		25.00CR	115342		
	I-2413746AZ01LRBKM2	STAMPS		1/14/2020		55.00CR			
	I-2413746AZ5SG23MZP	FRIENDS NEW YR. EVE PARTY		1/14/2020		12.99CR			
	I-2463269QHEJ7F6HRG	GRANTBCBS		1/14/2020		129.45CR			
		GRANT-IMLS TECHNOLOGY CONFEREN		1/14/2020		160.00CR			
	I-2478930B1RXQRRG42 I-2478930B0RPH0N9AJ	FRIENDS NEW YR. EVE PARTY GRANT-TOY LENDING LIBRARY		1/14/2020		18.96CR 421.18CR			
	I-2480197AL609KP3B9	FRIENDS-LAMINATOR		1/14/2020		389.99CR		1,203.12	

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1/14/2020 9:31 AM PACKET: 07179 LIBRARY A / P CHECK REGISTER PAGE: 3

**** CHECK LISTING ****

VENDOR SET: 01 BANK : AP REG AP

			CHECK CHECK		CHECK	CHECK
VENDOR	NAME / I.D. DESC		TYPE DATE	DISCOUNT	AMOUNT NO#	AMOUNT
	* * TOTALS	* * NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED	
	REGULAR CHECKS:	24	0.00	12,549.99	12,549.99	
	HANDWRITTEN CHEC	KS: 0	0.00	0.00	0.00	
	PRE-WRITE CHECKS	: 0	0.00	0.00	0.00	
	DRAFTS:	0	0.00	0.00	0.00	
	VOID CHECKS:	0	0.00	0.00	0.00	
	NON CHECKS:	0	0.00	0.00	0.00	
	CORRECTIONS:	0	0.00	0.00	0.00	
	REGISTER TOTALS:	24	0.00	12,549.99	12,549.99	

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

1/14/2020 9:31 AM PACKET: 07179 LIBRARY A / P CHECK REGISTER

VENDOR SET: 01

BANK : AP

**** CHECK LISTING ****

PAGE: 4

CHECK CHECK CHECK CHECK
TYPE DATE DISCOUNT AMOUNT NO# AMOUNT VENDOR NAME / I.D. DESC

** POSTING PERIOD RECAP **

FUND PERIOD AMOUNT _____ 211 1/2020 12,549.99CR

ALL 12,549.99CR

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2020 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *Unless otherwise stated

5:30 P.M.

Professional Development Room - Marshall Middle School, 401 South Saratoga Street

January

- 1. January 14, 2020
- 2. January 28, 2020

February

- 1. February 11, 2020
- 2. February 25, 2020 4:00 P.M. ¹

March

- 1. March 10, 2020
- 2. March 24, 2020

<u>April</u>

- 1. April 14, 2020
- 2. April 28, 2020

May

- 1. May 12, 2020
- 2. May 26, 2020

June

- 1. June 9, 2020
- 2. June 23. 2020

<u>July</u>

- 1. July 14, 2020
- 2. July 28, 2020

<u>August</u>

- 1. August 11, 2020 4:00 P.M. ¹
- 2. August 25, 2020

September

- 1. September 8, 2020
- 2. September 22, 2020

October

- 1. October 13, 2020
- 2. October 27, 2020

November

- 1. November 10, 2020
- 2. November 24, 2020

December

- 1. December 8, 2020
- 2. December 22, 2020

2020 Uniform Election Dates

- February 11, 2020
- February 25, 2020 * Precinct Caucus
- March 3, 2020 * Presidential Primary
- April 14, 2020

- May 12, 2020
- August 11, 2020 * Primary Election
- November 3, 2020 * General Election

between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.

¹ 204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY. Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, of commissioners, city council, or town prisors shall conduct a meeting



Authorities, Boards, Bureaus, Commissions and Committees

CITY COUNCIL COMMITTEES

*All Council Committees meet on an as needed basis.

Equipment Review Committee Committee

Glenn Bayerkohler Craig Schafer- *Chairperson* James Lozinski

Legislative & Ordinance Committee

Steven Meister John DeCramer Glenn Bayerkohler - *Chairperson*

Personnel Committee

Steven Meister Craig Schafer John DeCramer- *Chairperson*

Public Improvement/ Transportation

Craig Schafer – Chairperson Russ Labat James Lozinski

Ways & Means Committee

John DeCramer - *Chairperson*Russ Labat
Glenn Bayerkohler

<u>Liaisons & Board Members on the City Boards & Commissions</u>

- Adult Community Center Commission James Lozinski
- Airport Commission Craig Schafer
- Charter Commission City Administrator & City Attorney, Dennis Simpson (No Council Liaisons)
- Community Services Advisory Board Steven Meister
- Convention & Visitors Bureau Russ Labat
- Economic Development Authority Steven Meister & John DeCramer
- Joint Law Enforcement Center Management Committee James Lozinski/Craig Schafer
- Library Board Russ Labat
- Marshall Area Transit Committee James Lozinski & Assistant Engineer Jason Anderson
- Marshall Municipal Utilities Commission John DeCramer
- M.E.R.I.T. Center Commission Craig Schafer

- Planning Commission Glenn Bayerkohler
- Police Advisory Board Russ Labat
- Public Housing Commission Glenn Bayerkohler
- Southwest Minnesota Amateur Sports Commission Craig Schafer

Other Appointments:

- City Council-County Board/Library Agreement & Operations Russ Labat & Bob Byrnes
- Fire Relief Association Bob Byrnes & Finance Director, Karla Drown
- Housing & Redevelopment Authority Mayor & City Council
- Regional Development Commission Bob Byrnes
- SW Minnesota Emergency Communication Board (ECB)- Craig Schafer & Alternate Bob Byrnes

Authorities, Boards, Bureaus and Commissions

Adult Community Center Commission

Established: September 16, 1985, Ordinance 496,

Second Series

Meetings: 2nd Wednesday of every month at 12:00 P.M.

Term: 3 years – two term limit

Members: 8 Members

Airport Commission

Established: February 18, 1952, Ordinance 371, Second

Series

Meetings: 1st Tuesday of every month at 4:30 P.M.

Term: 3 years – two term limit

Members: 7

Cable Commission

Established: March 15, 1982, Ordinance 112, Second

Series

Meetings: As needed

Term: 3 years – two term limit

Members: 5

Charter Commission

Established: October 5, 1936

Meetings: As needed Term: 4 year terms Members: 7 -15

Community Services Advisory Board

Established: February 20, 1996

Meetings: 1st Wednesday of the month at 4:30 P.M.

Term: 3 years – two term limit

Members: 12

Convention & Visitors Bureau

Established:

Meetings: 3rd Wednesday at 3:00 P.M.

Term: 3 years – two term limit

Members: 10

Economic Development Authority

Established: June 7, 1982, Resolution 562, Second

Series

Meetings: 3rd Wednesday of every month at 12:00 P.M.

Term: 6 years – two term limit

Members: 7

Housing & Redevelopment Authority

Established: March 21, 1966, Resolution 819, First

Series

Meetings: As needed

<u>Term:</u> 5 years – no term limit <u>Members:</u> 7 (Councilmembers)

Library Board

Established: July 16, 1917,

Meetings: 2nd Monday of every month at 4:00 P.M.

Term: 3 years – two term limit

Members: 9

Marshall Municipal Utilities Commission

Established: April 18, 1932, Resolution 302, First Series

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Meetings: 3rd Tuesday of every month at 4:30 P.M.

Term: 5 years – two term limit

Members: 5

M.E.R.I.T. Center Commission

Established: November 15, 2004, Ordinance 521,

Second Series

Meetings: 3rd Thurs. of every other month at 6:00 P.M.

<u>Term:</u> Variable <u>Members:</u> 18 or less

Planning Commission

<u>Established:</u> May 4, 1959, Ordinance 418, Second Series <u>Meetings:</u> 2nd Wednesday of every month at 5:30 P.M.

Term: 3 years – two term limit

Members: 7

Police Advisory Board

<u>Established:</u> April 4, 1940, Ordinance 630, Second Series, Section 2-3 O.G. MN State Statutes 419

Meetings: As needed

<u>Term:</u> 3 years – two term limit

Members: 3

Public Housing Commission

Established: March 28, 1983, Ordinance 436, Second

Series

Meetings: 2nd Monday of every month at 3:30 P.M.

Term: 5 years – two term limit

Members: 5

Southwest Minnesota Regional Amateur Sports Commission

Established: October 21, 2008

Meetings: 2nd Tuesday of every month at 12:00 Noon

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