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**Joint Resolution of the  
City of Marshall and Marshall Municipal Utilities  
Approving the ~~2025-2026~~ Partnership Agreement**

Whereas on Monday, ~~September 16, 2024~~ August 25, 2025 at 12:00 noon, Mayor Robert Byrnes, City Council member ~~John Aleora~~ Jim Lozinski, City Administrator, Sharon Hanson, Director of Public Works/City Engineer Jason Anderson, Director of Administrative Services, E.J. Moberg and MMU Commissioners, Kris Carrow, Brandon Antoine, Jeff Haukom, Cindy Verschaetse, ~~Michael Tao, and Jeff Haukom~~ and Sonya Kayser joined by, MMU's outgoing General Manager Dave Schelkoph, MMU's incoming General Manager, Pete Wyffels, Customer Service Manager, Leslie Hisken, Finance Manager Kevin Lee, Electric Operations Manager, Tony Mead, Water Operations Manager, Jeff Larson, reviewed the ~~2025-2026~~ Partnership Agreement material, and

Whereas, the representative group reviewed and discussed the individual agreements and attachments outlined below. Following discussion, the committee recommends the City Council and the Marshall Municipal Utilities Commission reaffirm the agreements.

Now therefore be it resolved, the individual agreements that comprise the ~~2025-2026~~ Partnership Agreement and their attachments listed below are hereby approved and the Mayor, City Clerk, Chairman of the Commission and Secretary to the Commission are hereby authorized to sign this Joint Agreement and said individual agreements:

1A. <del>67</del>	Payment- In-Lieu-Of-Taxes (PILOT)	Modified Agreement and Attachments
2A.1.4	Street Lighting	Modified Attachment
3A.1. <del>45</del>	Fire Protection	Modified <u>Agreement and Attachment</u>
4A.1	Wastewater & Surface Water Management Billing & Collections	Modified Attachments
5A.1. <del>23</del>	Professional Engineering Services	<del>No change</del> <u>Modified Agreement</u>
6A.5. <del>12</del>	Joint Industrial Land Development	Modified Agreement
7A.1. <del>14</del> <u>15</u>	MMU Capital Funding Plan	Modified Agreement
8A.1. <del>14</del> <u>15</u>	Fiber Optic Utilization	Modified Agreement
9A.1.10	<del>Telephone and IT Shared Services</del>	Deleted
10A.1.8	<del>Chloride Reduction Coordination</del>	Deleted
11A. <del>45</del>	GIS Coordination	Modified <u>Agreement and Attachment</u>
12A. <del>56</del>	Radio Frequency (RF) Coordination	<del>No change</del> <u>Modified Agreement</u>
13A. <del>12</del>	Water Main Development Agreement	<del>No change</del> <u>Modified Agreement</u>

The City Council approved this Agreement on \_\_\_\_\_ ~~2024~~ 2025.

The MMU Commission approved this Agreement on \_\_\_\_\_ ~~2024~~ 2025.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary of the Commission

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

# CITY OF MARSHALL ~~/AND~~ MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title:</b> Payment-In-Lieu-Of-Taxes (PILOT)		<b>Agreement Number:</b> 1A.67
<b>Date of Adoption:</b>	<b>Updated:</b> <del>September 16, 2024</del> <u>August 25, 2025</u> <b>Reaffirmed:</b>	<b>Effective:</b> January 1, 202 <u>65</u>

**Subject Matter:**

As a Municipal Utility, Marshall Municipal Utilities (MMU) is exempt from paying property tax. Due to being a tax-exempt entity, MMU will remit a Payment in Lieu of Tax (PILOT) to the City of Marshall.

**Scope of Activity:**

The purpose of the Agreement is to define the basis of the PILOT payment remitted to the City of Marshall by MMU.

**PILOT Calculation:**

The annual PILOT calculation is based on the average annual kilowatt hour (kWh) sales using the most recent audited ~~ten-five (5+0)~~ five-ten (5+0) years information. The calculation is based on a ~~five-ten (5+0)~~ five-ten (5+0)-year average instead of the prior year's kWh sales to allow payment to be less volatile. The minimum rolling average kWh sales MMU will base the PILOT calculation on is- 500,000,000 kwh. To calculate the PILOT, an energy rate of \$.001754 is multiplied by the average kWh sales to determine the base amount. In addition, an amount in support of EDA programs and activitiesesy will be made annually. ~~The~~ at EDA increment would be the result of multiplying the ~~5+0~~ 5+0-year rolling average energy sales (excluding GS-4 sales) by \$.000356 and GS-4 sales by \$.00015 which would yield \$~~122,985+73,94+~~ 122,985+73,94+ in the current calculation. -Attachments A, B, C, and D -and-B show the forecasted amounts for the succeeding year along with the basis for the calculations.

The PILOT calculation will be reviewed, at a minimum, every three years, prior to MMU completing a cost-of-service study on their electric rates. Any changes that would be made during this review would be approved by both the City of Marshall and MMU in this agreement.

**Funding:**

On a monthly basis, MMU will remit one twelfth of the annual PILOT amounts to the City.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary of the Commission

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

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

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

**CITY OF MARSHALL/ MARSHALL MUNICIPAL UTILITIES  
AGREEMENT**

*(ATTACHMENT A)*

**PAYMENT IN LIEU OF TAXES (PILOT) AND  
ECONOMIC DEVELOPMENT AUTHORITY (EDA) PILOT SUPPORT  
TO THE CITY OF MARSHALL, MINNESOTA**

**2026 Payment in Lieu of Taxes (PILOT) Calculation**

<u>Audit Year</u>	<u>Total kWh Electric Sales</u>	<u>Industrial Customer kWh Electric Sales</u>	<u>All other kWh Electric Sales</u>
2020	531,120,905	306,140,800	224,980,105
2021	516,987,452	293,356,000	223,631,452
2022	522,917,386	292,801,600	230,115,786
2023	517,612,181	293,734,000	223,878,181
2024	517,480,034	300,048,000	217,432,034
<b>Total</b>	<b>2,606,117,958</b>	<b>1,486,080,400</b>	<b>1,120,037,558</b>
<b><u>5 Year Rolling Average kWh Electric Sales (based on audit years 2020 through 2024):</u></b>	<b>521,223,592</b>	<b>297,216,080</b>	<b>224,007,512</b>
<i>Base PILOT Rate Per kWh</i>		\$ 0.001750	\$ 0.001750
<b>2026 BASE PILOT</b>	\$ 912,141	\$ 520,128	\$ 392,013
<i>EDA PILOT Support Rate per kWh</i>		\$ 0.000150	\$ 0.000350
<b>2026 BASE EDA PILOT Support</b>	\$ 122,985	\$ 44,582	\$ 78,403
<b>2026 PILOT Payment to City of Marshall</b>	\$ 1,035,126	\$ 564,711	\$ 470,416

# CITY OF MARSHALL / MARSHALL MUNICIPAL UTILITIES AGREEMENT

(ATTACHMENT B)

## MARSHALL MUNICIPAL UTILITIES PAYMENTS /ALLOCATED COSTS AND CITY OF MARSHALL PAYMENTS

	Estimated <u>2026</u>	Projected <u>2025</u>	Historical <u>2024</u>	Historical <u>2023</u>	Historical <u>2022</u>	Historical <u>2021</u>
<b>MMU PILOT/Allocated Cost Discounts</b>						
PILOT						
Base	\$ 912,141	\$ 775,870	\$ 787,998	\$ 799,333	\$ 812,944	\$ 823,773
EDA Support	\$ 122,985	\$ 173,941	\$ 176,616	\$ 178,551	\$ 181,581	\$ 184,078
<b>Total PILOT Payments</b>	<b>\$ 1,035,126</b>	<b>\$ 949,811</b>	<b>\$ 964,614</b>	<b>\$ 977,884</b>	<b>\$ 994,525</b>	<b>\$ 1,007,851</b>
Discounted Services						
* Streetlight Costs from COSS	\$ 281,605	\$ 277,522	\$ 277,522	\$ 277,522	\$ 277,316	\$ 277,316
* Fire Protection Costs from COSS	\$ 289,294	\$ 260,319	\$ 260,319	\$ 260,319	\$ 203,445	\$ 203,445
Wastewater Billing Cost Allocations	\$ 95,058	\$ 93,544	\$ 93,925	\$ 90,236	\$ 97,729	\$ 92,885
Surface Water Billing Cost Allocations	\$ 27,953	\$ 27,561	\$ 26,241	\$ 24,243	\$ 24,866	\$ 24,019
<b>Total Discounted Services</b>	<b>\$ 693,910</b>	<b>\$ 658,946</b>	<b>\$ 658,007</b>	<b>\$ 652,320</b>	<b>\$ 603,356</b>	<b>\$ 597,665</b>
Chloride Reduction Costs paid by MMU for the City of Marshall's State mandate on Wastewater Discharge	\$ 1,624,686	\$ 1,547,320	\$ 1,473,638	\$ 1,410,100	\$ 1,185,830	\$ -
<b>Total MMU PILOT/Allocated Costs/Discounts</b>	<b>\$ 3,353,722</b>	<b>\$ 3,156,077</b>	<b>\$ 3,096,259</b>	<b>\$ 3,040,304</b>	<b>\$ 2,783,711</b>	<b>\$ 1,605,516</b>
Annual Audited Electric/Water Sales Revenue less Purchased Power and Transmission Costs	\$ 14,717,800	\$ 14,717,800	\$ 14,258,626	\$ 14,082,121	\$ 14,060,025	\$ 13,625,254
	22.79%	21.44%	21.71%	21.59%	19.80%	11.78%
Annual Audited Electric/Water Sales Revenue	\$ 46,846,000	\$ 46,846,000	\$ 43,300,342	\$ 42,657,336	\$ 42,472,022	\$ 42,248,137
	7.16%	6.74%	7.15%	7.13%	6.55%	3.80%
<b>City of Marshall Payments</b>						
Streetlight Costs from COSS	\$ 281,605	\$ 277,522	\$ 277,522	\$ 277,522	\$ 277,316	\$ 277,316
Fire Protection Costs from COSS	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000
<b>Total City of Marshall Payments</b>	<b>\$ 426,605</b>	<b>\$ 422,522</b>	<b>\$ 422,522</b>	<b>\$ 422,522</b>	<b>\$ 422,316</b>	<b>\$ 422,316</b>

**Note:**

\* These costs will be established during the Cost of Service and Rate Design studies resulting in a Rate established for a three year period.

Estimated amounts for 2026 activity  
 Budgeted Revenue for 2025  
 Projected Inflationary increase of five percent each year.

**CITY OF MARSHALL / MARSHALL MUNICIPAL UTILITIES  
AGREEMENT**

*(ATTACHMENT C)*

**VALUATION OF MMU PROPERTIES  
2025**

To have a basis for the payment in lieu of tax (PILOT) rate and payment MMU pays to the City of Marshall annually, MMU and the City of Marshall reviewed the city portion of the property taxes that MMU would be charged if MMU was a tax paying entity. In 2025, this rate is roughly 1.345%. A value of the property owned by MMU was determined in part by estimated market values of the properties and the age/condition of such properties. Below are the estimated values and calculated tax the city would collect from a property tax being placed on such values.

	<u>Established Year</u>	<u>Rough Acres</u>	<u>2025 Estimated Value to MMU</u>	<u>2025 City Tax</u> 0.01345
<b>MMU OFFICE/TRUCK GARAGE</b>	1994	2.28	\$ 5,000,000	\$ 67,250
<b>MMU WAREHOUSE 3</b>	2007	9.56	1,500,000	20,175
<b>MMU ERIE ROAD WAREHOUSE</b>	1980	1.00	500,000	6,725
<b>MMU SUBSTATIONS</b>				
MMU NORTH 7TH ST SUBSTATION	2006	4.57	9,000,000	121,050
MMU SOUTHWEST SUBSTATION	2007	1.81	4,000,000	53,800
MMU ERIE ROAD SUBSTATION	1976	4.96	7,700,000	103,565
MMU SOUTHEAST SUBSTATION	1995	1.55	4,000,000	53,800
MMU SARATOGA SUBSTATION	1992	1.00	4,800,000	64,560
MMU SWITCHING SUBSTATION	1998	2.43	5,000,000	67,250
<b>MMU WATER PLANT/TOWERS/TANKS</b>	1979/2020	22.72	25,000,000	336,250
		<u>51.88</u>	<u>\$ 66,500,000</u>	<u>\$ 894,425</u>

MMU and the City of Marshall will review these values every three years to assure both parties that MMU properties and the projected city-portion of property taxes are still in line with the basis for the PILOT rate and annual payment from MMU to the City of Marshall. Any changes that would need to occur will be discussed with both parties and agreed-upon before MMU completes a cost of service study on their electric rates.

*E.J. Moberg, Director of Administrative Services and Dave Parsons, City Assessor, from the City of Marshall and David Schelkoph, General Manager, and Kevin Lee Finance Manager, from Marshall Municipal Utilities, discussed and reviewed the estimated values and basis in June of 2025 and are in agreement with the amounts.*

# CITY OF MARSHALL / MARSHALL MUNICIPAL UTILITIES AGREEMENT

(ATTACHMENT D)

## MARSHALL MUNICIPAL UTILITIES ADDITIONAL WATER SOFTENING COSTS YEARS 2022 THROUGH 2024

The Lime Softening Improvement Project was developed specifically to support reduced point source loading of chlorides to the Redwood River. The Redwood River, in the vicinity of Marshall, MN, was listed as an impaired water body and the City received notice of a significantly reduced chloride discharge limit. Through the evaluation of multiple alternatives, it was determined that the most cost-effective solution to achieve reduced chlorides in the wastewater discharge stream, was to provide additional softening at Marshall Municipal Utility's (MMU) existing lime softening water treatment facility. The Lime Softening Improvement Project provides water to system customers that has been softened to a lower hardness level (8 grains/gallon down from 35 grains/gallon), as to reduce the reliance on in-home water softeners.

The detailed cost to lower chlorides in the wastewater discharge stream is presented below. The project included adding Soda Ash along with increasing the amounts of lime and carbon dioxide used. the increased chemical use subsequently increases the sludge bi-product that needs to be processed and disposed of. Additional labor, electrical power, and plant maintenance are needed at the water plant with the additions to the water softening process. The percentages of increase are based on a three-year average of costs/production from 2017 through 2019 (the three years before the project began), and 2022 through 2024 (the three full years of softening).

	<i>Cost Increase Percentage</i>	<u>2024</u>		<u>2023</u>		<u>2022</u>	
		Total	Softening Cost Increase	Total	Softening Cost Increase	Total	Softening Cost Increase
<b>Chemical Use:</b>							
<b>Soda Ash</b>	100.00%	\$ 840,537	\$ <b>840,537</b>	\$ 809,133	\$ <b>809,133</b>	\$ 641,267	\$ <b>641,267</b>
<b>Lime</b>	47.70%	\$ 493,170	\$ <b>235,242</b>	\$ 520,657	\$ <b>248,353</b>	\$ 389,637	\$ <b>185,857</b>
<b>Carbon Dioxide</b>	92.88%	\$ 39,846	\$ <b>37,009</b>	\$ 29,920	\$ <b>27,790</b>	\$ 32,285	\$ <b>29,986</b>
<b>Sludge Disposal</b>	65.54%	\$ 260,220	\$ <b>170,548</b>	\$ 239,271	\$ <b>156,818</b>	\$ 222,293	\$ <b>145,691</b>
<b>Water Plant Maintenance</b>	50.00%	\$ 222,746	\$ <b>111,373</b>	\$ 182,261	\$ <b>91,131</b>	\$ 215,201	\$ <b>107,601</b>
<b>Power Used at Plant</b>	18.65%	\$ 132,797	\$ <b>24,767</b>	\$ 134,944	\$ <b>25,167</b>	\$ 136,487	\$ <b>25,455</b>
<b>Full-time Employee at Plant</b>	50.00%	\$ 108,326	\$ <b>54,163</b>	\$ 103,415	\$ <b>51,708</b>	\$ 99,947	\$ <b>49,974</b>
		<u>\$ 2,097,641</u>	<u>\$ <b>1,473,638</b></u>	<u>\$ 2,019,601</u>	<u>\$ <b>1,410,100</b></u>	<u>\$ 1,737,117</u>	<u>\$ <b>1,185,830</b></u>

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: Street Lighting</b>		<b>Agreement Number: 2A.1.4</b>
<b>Date of Adoption: October 20, 2004</b>	<b>Updated: November 18, 2019</b> <b>Reaffirmed: <u>August 25, 2025</u></b>	<b>Effective: January 1, 2020</b>

**Subject Matter:** Marshall Municipal Utilities (MMU) will work in partnership with the Marshall City Government to provide street lighting to enhance public safety and improve the aesthetics of the community of Marshall. For purposes of this policy, street lighting includes lights on poles used to light public roadways, public bicycle paths, municipal parking lots and municipal park lands. It does not include lighting used for athletic recreational fields.

**Scope of Activity:**

- **Design:**  
The design selection of the streetlight pole and lamp will be determined by a committee consisting of the City of Marshall’s Director of Public Works and Marshall Municipal Utilities (MMU) Electric Operations Manager. They will consider input from the constituency groups that are affected. The committee will take into consideration, budgetary, aesthetic, operations and maintenance costs as they select the street lighting design.
- **Placement:**  
The selection of the location or placement of all street lighting facilities will be made by MMU’s Electric Operations Manager or his designated electric utility employee. Locations will be selected that comply with the design goals of the Director of Public Works or the Minnesota Department of Transportation if a State Highway.
- **Ownership:**  
The streetlights shall be owned by Marshall Municipal Utilities. Their value will be accounted for in the accounting records of MMU.
- **Decision Making Process:**  
The responsibility for making decisions regarding construction, repairs, replacement, inventory and timing of the same rests with MMU’s Electric Operations Manager. If needed, MMU’s Electric Operations Manager will solicit input from the Director of Public Works using prior practices as a template.
- **Funding:**  
On a monthly basis, MMU will invoice the City an amount which is calculated based on an annual amount that is mutually agreed upon at the annual partnership meeting between MMU and the City of Marshall. The amount will be based upon the fully allocated costs to furnish the street lighting as determined in the Electric Cost of Service and Rate Design Study updated every 3 years. These expenditures include the cost of electricity, O&M as well as the capital cost of new light purchases. It also covers the cost of electricity for signalization; however, does not include the capital or O&M costs for signalization.

When there may be grant money available for lighting streets and parks, the City of Marshall shall provide the grant writing assistance to attempt to secure said grant funding.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary of the Commission

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

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

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



**Marshall Municipal Utilities  
Allocation of Street Lighting Costs**

Classification	Current Street Lighting	2022 Study
<b>12-Month Coincident Peak Demand</b>		
December-February	\$ -	\$ -
March-May	\$ -	\$ -
June-August	\$ -	\$ -
September-November	\$ -	\$ -
<b>Energy</b>		
December-February	\$ 9,526	\$ 7,801
March-May	\$ 5,961	\$ 5,806
June-August	\$ 6,197	\$ 5,085
September-November	\$ 7,491	\$ 6,428
<b>Transmission</b>		
12-Month Coincident Peak Demand	\$ -	\$ -
<b>Customer Service</b>	\$ 2,466	\$ 2,013
<b>Distribution System</b>	\$ 25,837	\$ 25,201
<b>CP Demand</b>	\$ -	\$ -
<b>Direct Allocation</b>		
<b>Street Lighting - Direct Allocation</b>		
Operation Expenses	\$ 87,328	\$ 89,916
Maintenance Expenses	\$ 55,042	\$ 71,222
Depreciation/Amortization	\$ 366,825	\$ 334,656
Revenue Credits	\$ (32,417)	\$ (30,623)
Reserve for Replacements	\$ 27,083	\$ 35,497
<b>PILOT</b>	\$ 1,870	\$ 2,043
<b>Total Revenue Requirements</b>	<u>\$ 563,210</u>	<u>\$ 555,045</u>
City of Marshall	\$ 281,605	\$ 277,523
MMU	\$ 281,605	\$ 277,523
Total	<u>\$ 563,210</u>	<u>\$ 555,045</u>

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: Fire Protection</b>		<b>Agreement Number: 3A.1. <u>45</u></b>
<b>Date of Adoption: September 28, 2010</b>	<b>Updated: <u>August 25, 2025</u> Reaffirmed: <u>September 16, 2024</u></b>	<b>Effective: January 1, <del>2023</del> <u>2026</u></b>

**Subject Matter:**

To enhance Public Safety by partially funding the development and maintenance of a water system designed to enable city wide fire protection.

**Scope of Activity:**

**Water System Design:**

The MMU Water Operations Manager in collaboration with the City of Marshall’s Director of Public Works will design and construct water distribution and storage facilities that permit adequate fire flows to meet industry standards. The selection of materials and appurtenances to the water distribution system will be determined by Marshall Municipal Utilities.

**Ownership and Management:**

The water supply, water mains, storage facilities, and the fire hydrants located on public land and right of ways in the City of Marshall shall be owned, maintained, and replaced as needed by Marshall Municipal Utilities.

**Funding:**

Currently, every three years, a rate analyst is engaged to perform a Water Cost of Service and Rate Design Study. In the study, the American Water Works Association’s (AWWA) accounting guidelines will be applied to establish the annual allocation of costs for fire protection.

For the rate period of ~~2023-2026~~ through ~~2025-2028~~, the total annual cost allocated to fire protection is ~~\$405,319.434,294~~. The City of Marshall will provide the initial \$145,000 in annual funding and MMU will provide the balance of funds as needed.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary of the Commission

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

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

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

**CITY OF MARSHALL / MARSHALL MUNICIPAL UTILITIES  
AGREEMENT**

**ATTACHMENT A**

**Fire Protection Services for  
City of Marshall  
Marshall, Minnesota**

The fee for providing Fire Protection Services to the City of Marshall is based on the following:

The fully allocated cost per the most recent Water Cost of Service and Rate Design Study, shared by the City of Marshall and Marshall Municipal Utilities.

Fully Allocated Cost (per Water Cost of Service and Rated Design Study, October 22, 2025)	<b>\$434,294</b>
Less: Marshall Municipal Utilities funding	<b>(\$289,294)</b>

<b>2026 Fire Protection Services funded by the City of Marshall</b>	<b>\$145,000</b>
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**Marshall Municipal Utilities - Water  
Allocation of Fire Protection Costs**

Item	Current Cost of Service Amounts	Allocaton Percentage	Current Allocated Amount	2022 Study	2019 Study
(1)	(2)	(3)	(4)		
<b><u>Annual Expense Allocation to Fire Protection:</u></b>					
Production:					
Operation:					
Salary - Operating Supervision	45,495	10%	4,550	3,924	5,636
Salary - Water Station Labor	237,545	2%	4,751	5,809	4,628
Station Supplies & Expense	14,623	5%	731	810	403
Power for Pumping	301,464	2%	6,029	6,395	5,270
Maintenance:					
Water Station Maintenance	241,846	2%	4,837	2,756	2,016
Salary - Water Station Maintenance Labor	179,085	2%	3,582	1,503	1,368
Salary - Maintenance of Wells	8,103	2%	162	438	324
Salary - Aquifer Monitoring	5,094	2%	102	306	187
Maintenance of Wells	39,370	2%	787	331	403
Insurance	31,487	2%	630	581	526
Employee Welfare	163,572	2%	3,271	2,880	2,544
Distribution:					
Salary - Maintenance Supervision	-	25%	-	-	14,117
Salary - Maintenance of Hydrants	26,278	25%	6,570	9,348	5,118
Salary - Water Distribution Maintenance	297,857	25%	74,464	59,271	28,740
Maintenance of Distribution Mains	151,857	25%	37,964	31,697	26,530
Maintenance of Hydrants	32,621	100%	32,621	16,538	5,306
Maintenance of Towers & Tanks	157,481	25%	39,370	74,750	74,750
Equipment & Repair Expense	26,997	5%	1,350	1,273	955
Insurance	68,879	25%	17,220	12,705	10,347
Employee Welfare	147,713	25%	36,928	29,983	25,366
Customer Service & Information:					
Salary: Office/Customer Records & Collections	111,364	10%	11,136	10,407	10,876
Administrative & General:					
Salary: Administration	203,626	10%	20,363	15,072	13,892
Insurance	9,145	10%	915	602	584
Employees' Welfare	128,381	10%	12,838	8,902	7,897
Total Annual Expense	2,629,883		321,171	296,280	247,783
<b><u>Annual Capital Cost Allocable to Fire Protection:</u></b>					
Transmission & Distribution Depreciation Expense:					
Wells	167,927	2%	3,359	3,005	2,754
Transmission Mains	201,493	10%	20,149	20,149	20,149
Distribution Mains	867,054	10%	86,705	84,406	75,287
Water Hydrants	-	100%	-	-	-
Transportation Equipment	33,484	5%	1,674	938	1,540
Tools & Work Equipment	24,725	5%	1,236	541	931
Total Annual Capital Cost	1,294,683		113,124	109,039	100,661
<b><u>Annual Fire Protection Costs</u></b>			<b>434,294</b>	405,319	348,445
<b><u>Present &amp; Proposed Fire Protection Cost Recovery:</u></b>					
City of Marshall			145,000	145,000	145,000
Private Parties			-	-	-
Total Proposed Rate Revenue			145,000	145,000	145,000
<b><u>Proposed Rate Revenue Over (Under) Cost of Service:</u></b>			<b>(289,294)</b>	(260,319)	(203,445)

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: Wastewater and Surface Water Management Billing and Collections</b>		<b>Agreement Number: 4A.1</b> <b>Formerly 2A.1</b>
<b>Date of Adoption: December 6, 2004</b>	<b>Updated: September 20, 2010</b> <b>Reaffirmed: <del>September 16, 2024</del></b> <b><u>August 25, 2025</u></b>	<b>Effective: January 1, 2011</b>

**Subject Matter:**

Wastewater and the Surface Water Management (SWM) Utilities are operated and the rates are set by the City of Marshall. Marshall Municipal Utilities facilitates the billing and collection of these fees for the City.

**Scope of Activity:**

**Merging Utility Bills:** MMU’s monthly utility bill will default to include Wastewater and SWM billing when the customer is also a customer of MMU. An MMU customer is defined as someone being billed for any utility services provided by MMU. For SWM customers not purchasing electric, water, wastewater services or other MMU utility services, a monthly SWM utility bill will be generated.

**Billing** - On the 1<sup>st</sup> working day of each month, MMU shall bill the prior months Wastewater and Surface Water Management (SWM) fee as it does the electric and water.

**Collections** – The Wastewater and SWM fee will be due and payable on the same terms as the electric and water utility bills (the 21<sup>st</sup> day of each month).

**Payment Distribution** - Payment will be applied proportionately to electric, water, wastewater and surface water management charges.

**Penalty** - If payment is not received by the due date, a penalty of 5% shall be incurred on the current billing period. This is consistent with MMU’s current policy for other services billed. Any revenue collected in the application of a penalty, is retained by MMU to offset the cost to effect collection of the late payment.

**Collection Remedies -**

- If payment is not received by the 21<sup>st</sup>, a past due notice shall be mailed by first class presort mail to the party responsible for the bill.
- If payment is not received by the end of the last business day of the month, a notice of past due utility bill will be mailed to the customer. Electricity may be disconnected on the date as stated on notice of past due utility.
- For SWM customers who receive only a SWM bill for their parcel, any unpaid SWM fees as of September 30<sup>th</sup> each year will be deemed uncollectible and forwarded to the City of Marshall for collection under the collection remedy the City chooses to utilize.

**Deposit** - A customer deposit is required if a customer previously had unpaid balances with MMU for electric, water, wastewater or surface water that were turned over to our collection agency; the unpaid balance and a deposit of \$100.00 will need to be paid in full before services may begin. A customer deposit of \$100.00 will also be required each time a customer is shut off for non-payment, including limiters that are placed on the electric meters. A business will be charged twice the amount of an average monthly billing or \$100.00; whichever is greater. The customer is required to pay in full the outstanding bill, the deposit, and all other costs incurred, before MMU will reconnect service.

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

**Non-Sufficient Funds** - Collection fees on all non sufficient fund payments shall follow MMU's policy.

**Change of Accounts -**

- MMU shall have the authority to make appropriate changes to existing Wastewater and SWM accounts as requested by property owner. Property owner shall complete the application form.
- The City of Marshall shall be responsible to notify MMU of new additions to the City and or splits/combinations of existing parcels and any other changes to any parcel, including ownership changes for purposes of SWM billing.

**Payment Arrangements -**

- MMU shall work with Wastewater and SWM customers on all special payment arrangements as needed and available as with electric and water utility services.
- MMU shall offer multiple payment methods for Wastewater and SWM as with other utility services.
- If requested, all services, including Wastewater and SWM, will be calculated into a monthly budget billing.

**Funding of Activity:**

**MMU Payment of Wastewater and SWM funds to the City** - Marshall Municipal Utilities will remit customer payments collected for Wastewater and SWM on a monthly basis. In the event there is a billing correction resulting in an overpayment/ underpayment or an amount written off, the adjustment will be reflected and so noted in the monthly payment information to the City.

**Fees for Service:** MMU will invoice and the City of Marshall will pay for MMU to bill and collect Wastewater and SWM service fees on a monthly basis pursuant to this agreement. The amount of the invoice will be based upon 50% of the fully allocated cost (attachment A&B). It is anticipated this amount will change on an annual basis to reflect actual costs incurred by MMU; however, the allocation factors will remain fixed unless both parties mutually agree to a change.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary of the Commission

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

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

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

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES  
AGREEMENT**

**ATTACHMENT A**

**Wastewater Billing and Collections Services for  
City of Marshall  
Marshall, Minnesota**

**Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water**

The following costs are based on 2024 actual expenses:

Staff Position	Staff Position Time spent on Billing & Collecting			WASTEWATER Percentage	Salary & Benefits
	Percentage	Annual Hours	Monthly Hours		
Customer Service Accounts Receivable	90%	1,872	156	20%	\$ 13,038
Customer Service Billing Clerk	90%	1,872	156	20%	\$ 18,764
Customer Service Supervisor	75%	1,560	130	20%	\$ 16,809
Customer Service Manager	50%	1,040	87	20%	\$ 17,138
Database Integration Specialist	50%	1,040	87	20%	\$ 13,175
Energy Services Coordinator	18%	374	31	20%	\$ 4,745
Water Foreman	10%	208	17	20%	\$ 3,141
Finance Manager	5%	104	9	20%	\$ 1,712
<b>TOTAL</b>					<b>\$ 88,521</b>

Billing/Collection Product Costs	Annual Amount	WASTEWATER Percentage	Allocated Cost
Fees: (Software, Licensing, Maintenance)	\$ 97,570	20%	\$ 19,514

Meter Reading, Maintenance, and Capitalization	Annual Amount	50/50 Split with Water	Allocated Cost
Water Meter Reader Salary (per acct #02-5-590-1-90200~2024)	\$ 1,001	50%	\$ 501
Water Meter Salary Maintenance (per acct #02-5-300-1-59700~2024)	\$ -	50%	\$ -
Water Meter Maintenance (per acct #02-5-300-2-59700~2024)	\$ 2,498	50%	\$ 1,249
Annual Depreciation of 2019 Water Meter Change-out	\$ 114,001	50%	\$ 57,001
<b>TOTAL</b>			<b>\$ 58,750</b>

General Office Expenses	Annual Amount	Split with Water and Surface Water	Allocated Cost
General Office Expenses - Water	\$ 58,320	40%	\$ 23,328

**TOTAL WASTEWATER PORTION COSTS: \$ 190,113**

**2026 WASTEWATER FEE FOR BILLING & COLLECTIONS *50% of fully allocated costs* \$ 95,058**

Value of monthly billing and collections of Wastewater Services provided to City of Marshall

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES  
AGREEMENT**

**ATTACHMENT B**

**Surface Water Management Billing and Collections Services for  
City of Marshall  
Marshall, Minnesota**

**Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water**

The following costs are based on 2024 actual expenses:

Staff Position	Staff Position Time spent on Billing & Collecting			Surface Water Percentage	Salary & Benefits
	Percentage	Annual Hours	Monthly Hours		
Customer Service Accounts Receivable	90%	1,872	156	10%	\$ 6,519
Customer Service Billing Clerk	90%	1,872	156	10%	\$ 9,382
Customer Service Supervisor	75%	1,560	130	10%	\$ 8,404
Customer Service Manager	50%	1,040	87	10%	\$ 8,569
Database Integration Specialist	50%	1,040	87	10%	\$ 6,587
Finance Manager	5%	104	9	10%	\$ 856
<b>TOTAL</b>					<b>\$ 40,318</b>

Billing/Collection Product Costs	Annual Amount	Surface Water Percentage	Allocated Cost
Fees: (Software, Licensing, Maintenance)	\$ 97,570	10%	\$ 9,757

General Office Expenses	Annual Amount	Split with Water and Surface Water	Allocated Cost
General Office Expenses - Water	\$ 58,320	10%	\$ 5,832

**TOTAL SURFACE WATER PORTION COSTS: \$ 55,907**

**2026 SURFACE WATER FEE FOR BILLING & COLLECTIONS** *50% of fully allocated costs* **\$ 27,953**

Value of monthly billing and collections of Surface Water Management Services provided to City of Marshall

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: Professional Engineering Services</b>		<b>Agreement Number: 5A.1.23</b>
<b>Date of Adoption: January 3, 2006</b>	<b>Updated: <del>September 28, 2023</del> August 25, 2025</b> <b>Reaffirmed: September 16, 2024</b>	<b>Effective: January 1, 2024</b> <del>2026</del>

**Subject Matter:**

Marshall Municipal Utilities (MMU) requests to utilize the Professional Engineering Services of the City of Marshall for the design, inspection, and contract administration for various watermain and water service projects within the City of Marshall. The City of Marshall currently provides a portion of these services presently for various special assessment projects. Therefore, the City of Marshall and Marshall Municipal Utilities agree to enter into this Agreement.

**Scope of Activity:**

The purpose of the Agreement is to define the responsibilities of the City as to certain Professional Engineering Services for MMU and to define compensation from Marshall Municipal Utilities to the City of Marshall for said services.

The responsibilities and compensation are included in Attachment A of this Agreement and are attached hereto.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_   
 Chairperson of the Commission

\_\_\_\_\_   
 Mayor

\_\_\_\_\_   
 Secretary of the Commission

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

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

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

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

## ATTACHMENT A

### Scope of Work for Professional Engineering Services for Marshall Municipal Utilities Marshall, Minnesota

#### **I. Services to be Provided By the City of Marshall:**

Marshall Municipal Utilities (MMU) desires to utilize the Professional Engineering Services of the City of Marshall (City) for watermain project development including Preliminary Planning and Conceptual Design, Design, Construction Inspection, and Post Construction, as outlined herein. The City and MMU will begin each project by completing a Project Authorization form that demonstrates the project has secured necessary commitment from the elected and/or appointed local officials. The Project Authorization form can be signed by the City's and MMU's management staff. Any engineering work accomplished under this agreement prior to the Project Authorization Form being completed requires the approval of MMU's General Manager or Water Operations Manager. It is recognized this will occur from time to time when there are joint development aspects to a project.

#### A. Preliminary Planning and Conceptual Design Services –

##### 1. Basic Services

- a. Meet with MMU on a regular basis to determine the project needs for upcoming new and replacement watermain project.
- b. Provide a conceptual design or project layout for proposed projects.
- c. Revise the concept as necessary for MMU to confirm the scope of work and implementation schedule.
- d. Provide budgetary preliminary cost estimates of the concept project.

#### B. Design Services –

##### 1. Basic Services

- a. Prepare plans and specifications, contract documents, and detailed estimates for the Construction projects and submit them to MMU and necessary permitting agencies for approval. Make necessary changes to the plans as required.
- b. Reproduce final plans and specifications for bidding purposes.
- c. Assist in reviewing bids, tabulation and analyses of bid results, and forward the results to MMU for their approval.

#### C. Construction Services –

##### 1. Basic Services

- a. Assist MMU in execution of the Construction Documents.
- b. Conduct the pre-construction conference.
- c. Provide construction controls and verification surveys.
- d. Consult with and advise MMU during construction and act as MMU's representative as provided in the Contract Documents.
- e. Interpret plans and specifications during construction.
- f. Review required submittals to determine compliance with Contract Documents.

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

- g. Construction observation and documentation including digital photography to ensure compliance with the Contract Documents and for providing an adequate construction record or “as-built” record.
- h. Review performance and laboratory test data for compliance with project specifications.
- i. Review required payroll and advise contractors of deficiencies, if any.
- j. Review and make recommendations on requests for partial payments and change orders.
- k. Conduct final inspection and recommend final acceptance and payment.

## D. Post Construction Services –

- 1. Prepare project record drawings (as built)
- 2. Provide any warranty inspections required.

## II. Additional Services:

The following items are not included in the basic services under this Agreement:

- 1. Registered land surveying or right-of-way services, legal descriptions, and related services.
- 2. Environmental Impact Statements.
- 3. Construction Materials Testing.
- 4. Soil Borings and geotechnical recommendations.
- 5. Structural analysis.
- 6. Transmission (trunk line) design/sizing water treatment, or water storage projects.
- 7. Any legal, bonding or administrative costs

## III. Period of Services:

This Agreement commences January 1, 2011 and will renew for subsequent five-year terms unless terminated by either party. Either party may terminate this contract by giving notice of intention to terminate to the other party. Notice to be provided as follows: City of Marshall; Attention City Administrator, 344 West Main Street, Marshall, MN 56258. MMU; Attention General Manager, 113 South 4<sup>th</sup> Street, Marshall, MN 56258. Said notice shall be by Certified Mail, return receipt requested to the address as listed above. Termination and subsequent cancellation of this contract shall be effective 12 months after the date said notice is received by the other party.

## IV. Compensation:

The Basic Services in this agreement will be provided to MMU by the City of Marshall for a base annual fee of ~~\$75,000~~ \$85,000.

This base fee is based upon current projected MMU needs and is estimated on a minimum amount of ~~\$468,750~~ \$531,250 of water distribution construction work annually. For purposes of this calculation, it will not matter if the work has been designed with the City Engineer’s services or if the City Engineer utilizes the services of a 3<sup>rd</sup> party for purposes of designing the water distribution work.

If the construction cost of watermain and associated items in any calendar year exceeds ~~\$468,750~~ \$531,250, MMU will be billed the at the rate of 16% for projects that require full engineering services as outlined above. For projects that are mutually agreed upon to need more or less than full engineering services due to their size or complexity, the City Engineer and MMU General Manager may agree to a greater or lesser percentage.

Additional services will be provided by separate agreement and billed separately.

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

## V. Miscellaneous Provisions:

1. Modification. This Agreement may be modified by the parties only by written supplemental Agreement.
2. Binding Effect. The terms and conditions as set forth herein are binding upon the parties hereto, their legal representatives, successors and assigns.
3. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter of this Agreement. There are no other understandings or agreements.
4. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

## **City of Marshall & Marshall Municipal Utilities Water Project Authorization/Request Form**

In accordance with the Professional Engineering Service Agreement between the City of Marshall (City) and Marshall Municipal Utilities (MMU), it is envisioned that water projects will be initiated for various reasons. The Project Authorization form is intended to serve as a document for the parties which will, to the extent possible, indicate the project scope authorized hereunder.

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

Project Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the project part of a larger joint project? Yes or No (circle one). If yes, who is (are) the other project participant(s)? \_\_\_\_\_ (list)

What is the non-water distribution portion of the joint project?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Phase 1: Preliminary Planning and Conceptual Design**

Authorization for Water Distribution Engineering:

For MMU:

\_\_\_\_\_  
Name Title Date

If a joint project with MMU is anticipated for water distribution, then City authorization to proceed with preliminary planning and conceptual design activities for non-water distribution joint work is requested.

Authorization to proceed with preliminary planning and conceptual design for the non-water distribution joint work:

For the City:

\_\_\_\_\_  
Name Title Date

(over)

**Phase 2: Design Services**

If the project moves into the design phase, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Following design, the City Engineer will provide a final *estimate* showing the cost breakdown and item of work by each utility prior to bidding the work. Final *estimate* will be attached to this form by the City Engineer for consideration by MMU.

Following the bidding and award of contract, a *final cost breakdown* will be prepared by the City Engineer which shall be agreed upon by both parties and amended, if necessary, following project completion.

My signature attests that all public processes required by the City and/or MMU have been accomplished and that authorization has been granted by the City Council and/or the Utility Commission to complete the final design and seek bids for this public improvement.

For the City:

Name	Title	Date

For MMU:

Name	Title	Date

**Phase 3: Construction Services:**

If the project moves from design to construction, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Both parties stipulate that funding for their respective items of work under the joint project have been approved and will be available for their portion of joint work in a timely manner. Abstract of bids and cost breakdown for the project shall be attached to this document, when available.

My signature attests that all public processes required by the City and /or MMU have been accomplished and that authorization has been granted by the City Council and/ or the MMU Commission to construct the public improvement.

For the City:

Name	Title	Date

For MMU:

Name	Title	Date

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: Joint Industrial Land Development</b>		<b>Agreement Number: 6A.5.<del>12</del></b>
<b>Date of Adoption:</b> November 24, 2020 – City of Marshall December 15, 2020 - MMU	<b>Updated:</b> <del>September 28, 2023</del> <u>August 25, 2025</u> <b>Reaffirmed:</b> <del>September 16, 2024</del>	<b>Effective:</b> January 1, <del>2025</del> <u>2026</u>

**Subject matter:**

The purpose of this agreement is to establish the understanding and conditions agreed upon to terminate the “Joint Industrial Land Development” agreement originally adopted July 18, 2007 between City of Marshall and Marshall Municipal Utilities (MMU).

**Whereas**, the Joint Industrial Land Development agreement between the parties originally dated July 18, 2007 and affirmed annually each year since, has resulted in the City of Marshall acquiring and developing Industrial Land with all necessary infrastructure. The two subdivisions developed by the City of Marshall are more commonly referred to as Sonstegard Addition and Commerce Park. The agreement has served the intended purpose and the parties have terminated the agreement as of January 1, 2021, and

**Whereas**, the Industrial zoned land in Commerce Park is now “shovel-ready” and the City of Marshall/HRA assisted by its Economic Development Authority (EDA) desire to sell the land in strategic parcels for purposes of creating jobs. In the capitalization of the construction of Commerce Park, the City of Marshall secured a BDPI grant in the amount of \$2,000,000. These funds along with \$3,022,750 from MMU and \$3,022,750 from the City of Marshall enabling the work to be accomplished, and

**Whereas**, during the design and execution of the multiyear project, the City and MMU agreed to accomplish the task of stormwater retention on the adjoining land now known as the Merit Center Driving Track, and while the City was considering this site for said purpose, they asked MMU if it would be in agreement to accomplish the stormwater retention on the Merit Center land rather than the Commerce Park land. The parties agreed doing so would retain the maximum amount of improved “shovel ready” Industrial land and MMU stipulated they would support the idea in return for lot 2, block 7 in Commerce Park, to be used by MMU for future municipal utilities facilities such as a solar installation or a water treatment plant or both over time. A 50-year \$1.00 option was entered into by the parties and said option was recorded. As the parties work to affect the transfer of ownership of lot 2, block 7, both MMU and the city have discovered that Minnesota Management and Budget office (MMB) has raised questions as to the compliance with state statutes that are associated with the \$2 million dollar grant awarded to the city to develop Commerce Park. Under current statute, MMU and the city would be in violation of State law if it were to proceed with the original agreement to purchase lot 2 block 7, and

**Whereas**, the city and MMU agree that Lot 2 Block 7 should be owned by MMU and will work together to ask for changes in current state statutes that will allow greater flexibility for economic development opportunities. Should the city and MMU succeed in creating greater control over the use of Commerce Park development, MMU asks that Lot 2 Block 7 be sold to MMU for \$1.00 as originally intended in the first Joint Industrial Land Development agreement dated July 18<sup>th</sup>, 2008. If the city and MMU cannot secure the changes needed to sell Lot 2 Block 7 to MMU for \$1.00, MMU reserves the right to purchase Lot 2 Block 7 at the appraised value.

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

**Now Therefore Be It Resolved,** The City of Marshall as developer and owner of the remaining unsold developed land within the Sonstegard and Commerce Park 2 Subdivisions will:

1. Assume all liability for future initial infrastructure costs, including water mains that may be incurred in future phases of work in support of the Sonstegard and Commerce Park lands including any costs expended on the Merit Center Driving Track land related to stormwater improvements.
2. Repay the State of Minnesota all or a portion of the BDPI grant funds received if in the City of Marshall's opinion, it becomes necessary to remove State of Minnesota imposed restrictions on how the land is marketed and sold. Pursuant to MN State Statute, 116J.431, Greater Minnesota Business Development Infrastructure Grant Program, Subd.3a, on October 2, 2027, this land will not be restricted to the uses as prescribed in said statute.
3. Provide MMU lot 2, block 7 in Commerce Park 2, free and clear of any State or Local encumbrances.

Marshall Municipal Utilities, agrees herein:

1. To partner with the city and help promote economic development. MMU will make available to the City of Marshall \$1,000,000 held in reserve from the original Joint Land Industrial agreement established in July of 2007. This money will be used by the City of Marshall in leveraging grant money for a future Economic Development Authority (EDA) project agreed upon by both the city and MMU. After the city is finished leveraging this money to promote the project, the \$1 million dollars will be applied to any MMU utility infrastructure extension costs associated with the EDA project.
2. To transfer funds to the City of Marshall through the annual Pilot payment for support of the work of the Marshall EDA within the city limits of Marshall MN. The annual amount of said funds would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by ~~\$.0006-000350~~ and GS-4 sales by ~~\$.0001-000150~~ which would yield ~~\$173,941~~122,985 in the current calculation. The amount will vary slightly year to year.
3. To pay \$1.00 or the appraised value for lot 2, block 7 Commerce Park. The dollar amount will be determined by the results of the city's and MMU's efforts in making state statutes more flexible in support of economic development efforts by cities and counties.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary of the Commission

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

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

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

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: Marshall Municipal Utilities Capital Funding Plan</b>		<b>Agreement Number: 7A.1.1415</b>
<b>Date of Adoption: November 19, 2008</b>	<b>Updated: <del>September 16, 2024</del> <u>August 25, 2025</u></b>	<b>Effective: January 1, <del>2025</del> <u>2026</u></b>

**Subject Matter:**

Two local public entities, the City of Marshall and Marshall Municipal Utilities (MMU) have the ability to utilize tax exempt bonding for capital improvements. When these entities determine a need to issue bonds, their preference is to issue bonds within the federally established bank qualified (BQ) limit.

**Scope of Activity:**

On an annual basis, the City Administrator and the General Manager of MMU coordinate their organization’s respective capital funding needs.

The coordination of public improvements requires a joint planning effort between all local public bodies. In cooperation and with joint planning, the City of Marshall and Marshall Municipal Utilities agree to work together on the coordination of their respective capital improvements funded by municipal bonding.

**Funding:**

During the last quarter of the year, MMU will communicate the subsequent year’s utility bonding needs to the Marshall City Council through their City Administrator. Further, Marshall Municipal Utilities agrees to engage the same Financial Advisor and Bond Counsel to streamline the joint planning between bodies. MMU anticipates issuing ~~additional no~~ Public Utility revenue bonds during 2025~~6~~ for \$ 10.7 million. ~~Because the new generation project will be 3 years in length, MMU will be asking to bond additional money in 2026 to finish the work.~~

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary of the Commission

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

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

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

**CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES  
AGREEMENT**

<b>Agreement Title: Fiber Optic Utilization</b>		<b>Agreement Number: 8A.1.415</b>
<b>Date of Adoption: November 19, 2008</b>	<b>Updated: <del>September 16, 2024</del> <u>August 25, 2026</u></b>	<b>Effective: January 1, <del>2025</del>2026</b>

**Subject Matter:**

Marshall Municipal Utilities (MMU) owns and maintains a fiber optic network as part of its electric utility. Over the years, public entities in Marshall have participated in the planning and funding of the network and have connected their buildings to the network to provide fiber connectivity. This connectivity allows greater efficiency in the planning and utilization of public Information Technology (IT) resources. While MMU owns the network, its joint utilization serves to provide a secure and robust network or Wide Area Network (WAN) within Marshall. Participants include the Lyon County Government, Marshall Public Schools, the City of Marshall and MMU. This agreement acts to do the annual planning between the City of Marshall and MMU for any planned fiber WAN improvements or expansions.

**Scope of Activity:**

MMU’s involvement is carried out in part, pursuant to the Marshall City Charter chapter 13.01, Subd.1. In satisfaction of the provisions of the chapter, MMU herein requests, and the City of Marshall herein grants the authority and ability to own, operate, maintain, replace and enhance the fiber optic facilities. The MMU owned fiber optic facilities can use public rights of way, consistent with Chapter 13.04 Subd 5 of the City Charter.

**Funding:**

The City of Marshall will provide the capital to expand the fiber system if the expansion is solely for the purposes of serving a City of Marshall function and no joint use is contemplated. When there is a joint use, MMU will provide funding for the non-City portion of the project. MMU’s fixed term “Dark Fiber” agreements are also an available funding mechanism the City can utilize. Repair or maintenance work done on fiber used solely by the City will be done by MMU on a time and material basis.

**Future Cost:**

The City does not need any new fiber infrastructure in ~~2025~~2026.

**Formatted:** Not Strikethrough

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary of the Commission

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

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

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

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: GIS Coordination</b>		<b>Agreement Number: 11A.45</b>
<b>Date of Adoption: November 7, 2017</b>	<b>Updated: <u>August 25, 2025</u></b> <b>Reaffirmed: <u>September 16, 2024</u></b>	<b>Effective: January 1, <del>2023</del> <u>2026</u></b>

**Subject Matter:**

Geographic Information System (GIS) utilization has increasingly been deployed at Marshall Municipal Utilities (MMU) and the City of Marshall for purposes of accurately recording and preserving the record of where the public assets are located. This work is very important for accurate system planning as well as transferring knowledge as one generation retires and another takes its place. MMU has developed robust capabilities in using a software platform named ESRI and the City of Marshall wishes to migrate their current GIS data to the same platform.

**Scope of Activity:**

MMU herein offers to support the City of Marshall in deploying the ESRI software for the management of various facility records now maintained by the City such as signage, wastewater, and surface water management. The use of ESRI will enhance the accuracy and functionality of data dealing with location points. MMU will provide the following services:

- A. Human resources, both internal and external, to build and maintain the desired data and records related to physical locations in a GIS format.
- B. Software, licenses, and support and hardware located within the MMU/City Network suitable for accomplishing the work.

The City and MMU will provide map information when requested to a shared file for ease of access by staff.

The fee for MMU performing the work for the City will be tracked, and the incremental cost incurred by MMU will be billed to the City. MMU estimates the annual expenses to be approximately ~~\$32,550~~ 24,750 and actual recorded hours will be billed out to the City. This amount will be invoiced to the City on a semi-annual basis. On an annual basis, during the Joint Partnership Meeting, the costs will be reviewed and agreed upon for the succeeding year.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
Chairperson of the Commission

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary of the Commission

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

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

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

**Marshall Municipal Utilities  
City of Marshall  
2026 Shared GIS Budget**

<b>Shared GIS Budget 2026 - Software</b>					
			MMU	City	
Area	Product / Purpose	Cost			User
ArcGIS	ESRI Enterprise Licensing	\$ 30,200	\$ 15,100	\$ 15,100.00	City (50%), MMU (50%)
	(2025-2027 3 year cost agreement)				
	<b>TOTAL</b>	\$ 30,200	\$ 15,100	\$ 15,100	

<b>Shared GIS Budget 2026 - MMU Estimated Staff Time /Outside GIS Power System Engineering*</b>					
		Annual			
Area	Product / Purpose	Hours	Rate	City	User
GIS	Outside GIS Power System Engineering (PSE)	30.00	\$ 175.00	\$ 5,250	City
GIS	Estimated MMU Staff Hours for:	200.00	\$ 61.00	\$ 12,200	City
	- GPS Fieldwork Collection				
	- Fieldwork Conversion to GIS				
	- GIS Database Creation				
	- GIS Database Maintenance				
	- Web and Mobile Map Creation				
	- Web an Mobile Map Maintenance				
	<b>TOTAL</b>			\$ 17,450	
<b>Total Cost of GIS Software &amp; MMU Staff Time</b>				\$ 32,550	

\* Actual hours are billed on a semi-annual basis to the City of Marshall for specific City of Marshall work.

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: Radio Frequency (RF) Coordination</b>		<b>Agreement Number: 12A.56</b>
<b>Date of Adoption: November 18, 2019</b>	<b>Updated: <del>September 28, 2023</del> <u>August 25, 2025</u></b> <b>Reaffirmed: <del>September 16, 2024</del></b>	<b>Effective: January 1, <del>2024</del> <u>2026</u></b>

## **Subject Matter:**

This agreement details the uses of Federal Communication Commission (FCC) regulated Radio Frequency or RF signals used in the transmission and reception of communication for voice and non-voice use in the regular operations of work activity of the employees of the City of Marshall and the Marshall Municipal Utilities (MMU). Generally, RF used by law enforcement is not part of this agreement. FCC also licenses private telecommunication providers who place their equipment for wireless communication on public facilities such as water towers and street light poles which in Marshall are owned by MMU.

The systems and FCC licensees needed to serve this public purpose can be enhanced through good coordination between City and MMU for their use.

## **Scope of Activity:**

### **1. Two-way radio communication:**

The FCC license for frequency 158.805 MHz is issued to the City of Marshall and is used by both the MMU employees and the City Public Works employees in the discharge of their duties. Said license renewal has been handled by MMU in the past but is issued to the City of Marshall. Due date for License Renewal ~~2025-~~ is 2031.

### **2. GPS base station transmitter:**

The City owns a GPS transmitter placed on the City owned High-rise apartment at 202 N. 1<sup>st</sup> St. The FCC license for said transmitter operated at 453.2375 Mhz. As the equipment is owned by the City any FCC licensure activity should be handled by the City. Current FCC License expires November 8, 2025. Public and private users of GPS technology use this base station for documenting and locating geospatial information.

### **3. Private wireless telecommunication providers.**

Cell phone service in and around Marshall is provided by the private sector. Agreements between these companies and MMU allow for their equipment to be located upon the MMU owned water towers on Bruce St. and Oak St.

Beginning in 2019, Verizon Wireless started to plan and build “small-cell” equipment on street light poles owned by MMU. Verizon’s vision is to one day in the future, use this equipment as a key part of their 5G build-out. They say 5G will support the triple-play of voice-data-entertainment. The current equipment is not 5G. To facilitate the placement of the small cell equipment, MMU has entered into agreements to allow for the orderly placement and operation of said privately owned equipment.

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Any revenue received by MMU for use of the Street Light poles will be shared with the City of Marshall. MMU will receive said lease payments and will remit to the City the net revenue after paying for the expenses incurred to lease said street light poles to the companies. The current estimate of net revenue is \$1,000 per pole per year but is expected to change over time. Currently, seven (7) poles are under lease to Verizon Wireless.

~~2024-2026~~ Costs:

No costs are expected related to this RF agreement in ~~2024-2026~~.

**Marshall Municipal Utilities Commission**

**City of Marshall**

\_\_\_\_\_  
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Mayor

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Secretary of the Commission

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

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

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

# CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

<b>Agreement Title: Water Main Development Agreement</b>		<b>Agreement Number: 13A.12</b>
<b>Date of Adoption: November 2022</b>	<b>Updated: <u>August 25, 2025</u></b> <b>Reaffirmed: September 16, 2024</b>	<b>Effective: January 1, <u>2023</u>2026</b>

**Subject Matter:** Marshall Municipal Utilities (MMU) will work in partnership with the Marshall City Government to encourage economic development and stability by establishing water infrastructure development guidelines. A Water Main Development Agreement shall be established that will streamline and promote the investment of water infrastructure and help provide a clear path for any Developer wanting to invest and expand in the City of Marshall.

**Scope of Activity:**

- **Design:**  
MMU will work with the City Engineer’s Office to review Developer plans toand provide adequateminimum water infrastructure requirements to any developer wanting to extend water utilities inside the city of Marshall. Once adequateminimum water infrastructure requirements are established, MMU will then apply their future water infrastructure plans to the project. If it is determined by MMU that there needs to be changes in the size of the water main or accompanied equipment, MMU will coordinate with the developer and pay all purchase and installations costs associated with those changes.
- **Placement:**  
The Developer will be responsible to install all adequateminimum water infrastructure requirements for the building project. If any changes are required from MMU the Developer, in accordance with the Development Agreement, will coordinate with MMU and build to MMU specifications.
- **Ownership:**  
All new water infrastructure installations will be owned and maintained by MMU.
- **Decision Making Process:**  
The responsibility for making decisions regarding installation, repairs, replacement, inventory, and timing of the same rests with MMU’s Water Operation’s Manager. If needed, MMU’s Water Operation’s Manager will solicit input from the City Engineer’s Office using prior practices as a template.
- **Funding:**  
Costs associated in building to adequateminimum water infrastructure standards will be borne by the developer. Any additional costs will be determined and borne by MMU.

When there may be grant money available for the extension of water mains and associated hardware, the City of Marshall shall provide the grant writing assistance to attempt to secure said grant funding.

**Marshall Municipal Utilities Commission**

**City of Marshall**

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

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

# Marshall Water Area Charge Zones

