

CITY OF MADISON
AGENDA AND NOTICE OF MEETING
Regular Meeting of the City Council – **5:00 P.M.**
Monday, January 09, 2017
Madison Municipal Building

- 1. CALL THE REGULAR MEETING TO ORDER**
Mayor Thole will call the meeting to order.
- 2. APPROVE AGENDA**
Approve the agenda as posted in accordance with the Open Meetings law, and herein place all agenda items on the table for discussion. A MOTION is in order. (Council)
- 3. APPROVE MINUTES** Page 1
A copy of the minutes of the December 28, 2016 regular meeting are enclosed. A MOTION is in order. (Council)
- 4. ANNUAL MEETING** (clerk/council) Page 4
 - A. Resolution 17-01, titled, "Resolution Establishing Council Meetings Time, Date & Place".
A MOTION is in order. (Council)
 - Page 5
B. Resolution 17-02, titled, "Designation of Newspaper." A MOTION is in order. (Council)
 - Page 6
C. Resolution 17-03, titled, "Designation of Depository." A MOTION is in order. (Council)
 - Page 7
D. Resolution 17-04, titled, "Election of Acting Mayor." A MOTION is in order. (Council)
 - Page 8
E. Resolution 17-05, titled, "Resolution Ratifying Council Boards & Commissions appointments." A MOTION is in order. (Council)
 - Page 10
F. Resolution 17-06, titled, "Resolution Ratifying Committee Appointments". A MOTION is in order. (Council)
 - Page 11
G. Resolution 17-07, titled, "Resolution Designating an Authorized Representative to the Western MN Municipal Power Agency. A MOTION is in order. (Council)
 - Page 12
H. Resolution 17-08, titled, "Resolution Designating an Authorized Representative to the Missouri River Energy Services Agency". A MOTION is in order. (Council)
- 5. PUBLIC PETITIONS, REQUESTS, HEARINGS, AND COMMUNICATIONS** (public/mayor/council)
Members of the audience wishing to address the Council with regard to an agenda item, presentation of a petition, utility customer hearing, or a general communication should be recognized at this time. A MOTION may be in order (Public/Council)
- 6. CONSENT AGENDA**
 - A. Utility Report December 2016 – receive Page 13
 - B. MEDA Loan Note Status December 2016 - receive Page 14

| | | |
|----|--|---------|
| C. | Water Plant YTD Report – 2016 - receive | Page 15 |
| D. | Investments for Ratification – approve | Page 16 |
| E. | Liquor Store Report - December 2016 – receive | Page 17 |
| F. | LqP Computer Commuter Report – December 2016 – receive | Page 18 |
| G. | Council Revenue/Expense Report December 2016 – receive | Page 20 |

A MOTION may be in order to accept the reports and/or authorize the actions requested. (Council)

| | | |
|----|--|---------|
| 7. | UNFINISHED AND NEW BUSINESS | Page 24 |
| A. | City Council Checklist. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 25 |
| B. | Public Hearing – 6pm - Madison Small Cities Development Public Hearing. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 26 |
| C. | Approve Purchase of Pickup from State Contract. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 27 |
| D. | Res 17-09 – Ambulance Department Officers. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 28 |
| E. | Sewer Ordinance discussion regarding sump pumps. A <u>DISCUSSION</u> may be in order. (Manager, Council) | Page 29 |
| F. | Phased out Retirement Agreement – Dale Hiepler. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 30 |
| G. | Approval of Facilitator Service Agreements – Fairway View. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 40 |
| H. | Approval of Fire Alarm Checkout Proposal. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 41 |
| I. | Law Enforcement Services Agreement Updated. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 46 |
| J. | Res 17-10 – Supporting the Department of Corrections Lease and Operation of the Prairie Correctional Facility in Appleton. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | Page 48 |
| K. | Res 17-11 – Permanent Transfer and Closing Fund 405 – Swimming Pool Project Fund. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | |
| L. | Other. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council) | |

8. **MANAGER REPORT** (Manager)

- EDA community Meeting Notice – January 31st 2017

9. MAYOR/COUNCIL REPORTS (Mayor/Council)

10. AUDITING CLAIMS

Page 49

A copy of the Schedule Payment Report of bills submitted December 28, 2016 through January 09, 2017 is attached for approval for Check No. 25339 through Check No. 25365. A MOTION is in order.

11. ADJOURNMENT

**CITY OF MADISON
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL
REGULAR MEETING
DECEMBER 28, 2016**

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by Mayor Thole on Wednesday, December 28, 2016, at 12:05 p.m. in Council Chambers at City Hall. Councilmembers present were: Tim Volk, Mayor Greg Thole, Maynard Meyer, Paul Zahrbock (arrived at 12:20 p.m.), and Adam Conroy. Also present were: City Manager Val Halvorson, City Attorney Rick Stulz, and City Clerk Kathleen Weber.

AGENDA

Upon motion by Meyer, seconded by Volk and carried, the Agenda was approved as amended. Additions to the agenda include theatre step lights invoice. All agenda items are hereby placed on the table for discussion.

MINUTES

Upon motion by Conroy, seconded by Volk and carried, December 12, 2016, meeting minutes were approved as presented.

PUBLIC PETITIONS, REQUESTS, HEARINGS AND COMMUNICATIONS

None.

CONSENT AGENDA

Upon motion by Volk, seconded by Conroy and carried, the Consent Agenda was approved as presented.

CITY ENGINEER UPDATE

Wastewater Treatment Plant Project: City Engineer Helstrom informed Council that some painting and miscellaneous items need to be completed on the Wastewater Treatment Plant Project. The final Pay Application and release of retainage will be presented for approval in January or February.

The only two pending projects include Highway 40 East Detention Pond dredging and street crack fill and seal coating. City Engineer Helstrom noted that this will be his last meeting prior to leaving Bolton & Menk and expressed appreciation in working with a council with such vision. The Council and community's efforts in fundraising for many capital improvement projects is to be commended. Mayor Thole and Council expressed appreciation to Dean Helstrom for his commitment to the city and its projects over the last 10+ years.

CITY COUNCIL CHECKLIST

Council reviewed the City Council Checklist. City Manager Halvorson noted that CTC is in the process of working on the Broadband Exploration project.

City Manager Halvorson and City Attorney Stulz will draft a revised sump pump ordinance. Council was informed that 80% of properties were inspected with 19% being locked.

Regarding ownership of the vacant lot north of the Grand Theatre, City Manager Halvorson noted that no progress has been made.

FUND TRANSFERS

Upon motion by Conroy, seconded by Meyer and carried, **RESOLUTION 16-39** titled "Fund Transfer Adjustment Effective December 28, 2016" was adopted. This resolution would provide for various transfers of funds as included in the 2016 budget. A complete copy of Resolution 16-39 is contained in City Clerk's Book #8.

SMALL CITIES DEVELOPMENT PROGRAM GRANT APPLICATION

Upon motion by Meyer, seconded by Volk and carried, Council set a public hearing for Monday, January 9, 2017, at approximately 6:00 p.m. at the Madison Municipal Building (City Hall). The purpose of this public hearing is to provide citizens with an opportunity to participate in planning and development projects for funding under the Small Cities Development Grant Program, to provide citizens with information concerning the amount of funds available for community development activities, and to provide citizens a means by which to present their views and concerns about housing and development needs.

Upon motion by Volk, seconded by Conroy and carried, **RESOLUTION 16-40** titled "Resolution Identifying "Slum and Blight" Conditions in a Targeted Area of the City of Madison" was adopted. This resolution would provide for the designation of a target area in connection with the City's Small Cities Development Program Grant Application for the 2017 funding cycle. A complete copy of Resolution 16-40 is contained in City Clerk's Book #8.

CITY ATTORNEY RETAINER

Upon motion by Conroy, seconded by Meyer and carried, Council approved execution of a City Attorney Retainer Agreement between the City of Madison and Swenson, Nelson & Stulz with a monthly retainer of \$1,850 per month for calendar years 2017 and 2018.

INDEPENDENT CONTRACTOR AGREEMENT

Upon motion by Meyer, seconded by Conroy and carried, Council approved execution of an Independent Contractor Agreement between the City of Madison and Dan Tuckett for the provision of utility bill mailing preparation for \$150 per month for calendar year 2017.

GEMINI KENNEL MEMORANDUM OF UNDERSTANDING

Upon motion by Volk, seconded by Conroy and carried, Council approved execution of a Memorandum of Understanding between the City of Madison and Gemini Kennels for the provision of caregiver services for lost and abandoned dogs as needed for an annual donation of \$500 for calendar year 2017.

(Councilmember Zahrbock arrived at 12:20 p.m.)

TAX INCREMENT FINANCING ANALYSIS AND LETTER OF FINDING

Upon motion by Meyer, seconded by Volk and carried, Council accepted a proposal received from LHB, Inc. in an amount not to exceed \$5,500. This proposal from LHB, Inc. is for the provision of a Tax Increment Financing analysis and Letter of Finding for the City of Madison. Tax increment financing is being considered as a means to remedy a block of commercial property that is in substandard condition. This analysis and Letter of Findings is the first step in establishing a tax increment financing project. Mayor Thole and Councilmember Meyer both expressed their opinions that investigation of this proposed economic development project should continue to move forward. City Manager Halvorson noted an estimate of \$85,000 - \$100,000 to eliminate the substandard condition of this block, and that 90% of tax increment financing dollars have to be used for demolition, asbestos abatement, etc.

After further discussion, upon motion by Zahrbock, seconded by Thole and carried, Council established a public hearing to be held on Monday, January 23rd, 2017, at approximately 6:00 p.m. at the Madison Municipal Building (City Hall) to discuss business assistance policy criteria.

CITY MANAGER'S REPORT

City Manager Halvorson informed Council that 27 applications were received for the Deputy Clerk/Treasurer position with the City of Madison. The applicants will be ranked, 10-12 will go through a phone screening, with the top 4-5 candidates being scheduled for interviews. The City is getting assistance from an HR employee of Bolton & Menk to go through this process.

MAYOR/COUNCIL REPORTS

None.

DISBURSEMENTS

Upon motion by Conroy, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between December 13th and December 28th, 2016. These disbursements include KleinBank Check Nos. 25276-25338.

There being no further business, meeting adjourned at 12:30 p.m.

Greg Thole – Mayor

ATTEST:

Kathleen Weber – City Clerk

**CITY OF MADISON, MINNESOTA
RESOLUTION 17-01**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

RESOLUTION ESTABLISHING COUNCIL MEETINGS
TIME, DATE & PLACE

WHEREAS the Madison City Council is interested in establishing its regular, special and emergency meeting(s) time, date and place for holding meetings during 2017.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Madison, Lac Qui Parle County, Minnesota, is interested in establishing its regular, special and emergency meeting(s) time, date and place for holding meetings during the year of 2017 at 5:00 p.m. on the second and fourth Mondays (regular) of each month with the location at the Madison Municipal Building.

BE IT FURTHER RESOLVED that the City Council of Madison, Lac Qui Parle County, Minnesota hereby authorizes the mayor, or any two council members to establish other meeting times, dates and place(s) when so required subject to the Minnesota Statute on "Open Meetings Law" 13D. et al. for special meetings.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 17-01 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

**CITY OF MADISON, MINNESOTA
RESOLUTION 17-02**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

DESIGNATION OF NEWSPAPER

WHEREAS, the Madison City Council is interested in determining the designation of the newspaper for the Year 2017; and

WHEREAS, the City Council is establishing "Designation of Newspaper" in compliance with the requirements of the Independent City Auditor and the Minnesota Office of the State Auditor and appropriate other statutes. Requirements in satisfaction for the designation of newspaper(s) on an annual basis.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Madison, Lac qui Parle County, Minnesota, is designating the following newspaper: 1) The Western Guard of Madison, Minnesota; and 2) Supplemental publications from time to time as required to reach the community of Madison, Minnesota.

BE IT FURTHER RESOLVED that the City Council of Madison, Lac qui Parle County, Minnesota hereby orders the City Clerk to use the designated newspaper.

Upon vote taken thereon, the following voted:

For:

Against:

Abstain:

Whereupon said Resolution No. 17-02 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

**CITY OF MADISON, MINNESOTA
RESOLUTION 17-03**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

DESIGNATION OF DEPOSITORY

WHEREAS the Madison City Council is interested in determining the designation of Depositories for the Year 2017; and

WHEREAS the City Council is establishing “Designation of Depository” in compliance with the requirements of the Independent City Auditor and the Minnesota Office of the State Auditor. Requirements in satisfaction for the designation of depositories on an annual basis.

NOW THEREFORE BE IT RESOLVED that the City Council of Madison, Lac Qui Parle County, Minnesota, is designating the following depositories: 1) KleinBank of Madison, Minnesota, and 2) United Prairie Bank of Madison, Minnesota.

BE IT FURTHER RESOLVED that the City Council of Madison, Lac Qui Parle County, Minnesota hereby orders that the City Treasurer utilize the designated depositories.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 17-03 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

**CITY OF MADISON, MINNESOTA
RESOLUTION 17-04**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

ELECTION OF ACTING MAYOR

WHEREAS, the Madison City Council is interested in determining the Acting Mayor for 2017.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Madison, Lac qui Parle County, Minnesota, held an election for the Office of Acting Mayor on January 9th, 2017 as required by the City Charter and Minnesota Statutes for Madison, Minnesota.

BE IT FURTHER RESOLVED that the City Council of Madison, Lac qui Parle County, Minnesota hereby elects _____ to serve as the Acting Mayor for the Year 2017.

Upon vote taken thereon, the following voted:

For:

Against:

Abstain:

Whereupon said Resolution No. 17-04 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

**CITY OF MADISON, MINNESOTA
RESOLUTION 17-05**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

**RESOLUTION RATIFYING COUNCIL BOARDS
& COMMISSIONS APPOINTMENTS**

WHEREAS, the Madison City Council is interested in ratifying “Council Boards & Commissions Appointments” for the City in compliance with the requirements of the applicable Minnesota Statutes and City Charter.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA that the following appointments be hereby approved:

RESOLUTION RATIFYING COMMITTEE APPOINTMENTS

| | | | |
|---------------------|------------------|---------------|-------------------------------|
| Cable TV Adv. Board | Maynard Meyer | (Council Rep) | (3-year term - December 2019) |
| | Gary Omland | (Citizen Rep) | (3-year term - December 2017) |
| | Tim Volk | (Council Rep) | (3-year term - December 2018) |
| Economic Dev. Auth. | Dave Amundson | (Citizen Rep) | (6-year term - December 2019) |
| | Greg Thole | (Council Rep) | (6-year term - December 2018) |
| | Dean Solem | (Citizen Rep) | (6-year term - December 2019) |
| | Greg Monson | (Citizen Rep) | (6-term term - December 2019) |
| | Maynard Meyer | (Council Rep) | (6-year term - December 2020) |
| | Jim Connor | (Citizen Rep) | (6-year term - December 2020) |
| | Scott Wanner | (Citizen Rep) | (6-year term - December 2021) |
| Housing & Red Auth. | Stan Olson | (Citizen Rep) | (5-year term - December 2016) |
| | Dale Olson | (Citizen Rep) | (5-year term - December 2017) |
| | Karie Sorknes | (Citizen Rep) | (5-year term - December 2018) |
| | Carlyle Larsen | (Citizen Rep) | (5-year term - December 2019) |
| | Melissa Heinrich | (Citizen Rep) | (5-year term - December 2020) |
| Library Board: | Roy Tonn | (County Rep) | (3 year term - December 2019) |
| | Cheryl Heimerl | (City Rep) | (3-year term - December 2017) |
| | Deb Koester | (City Rep) | (3-year term - December 2017) |
| | Alma Redepenning | (City Rep) | (3-year term - December 2017) |
| | Robert Glomstad | (City Rep) | (3-year term - December 2018) |
| | Commissioner | (County/City) | (3-year term – December 2019) |
| Park Board | Bart Hill | (Citizen Rep) | (3-year term - December 2019) |
| | Adam Conroy | (Citizen Rep) | (3-year term - December 2019) |
| | Rebecca Trapp | (Citizen Rep) | (3-year term - December 2017) |
| | Julie Hill | (Citizen Rep) | (3-year term - December 2017) |
| | Tim Volk | (Council Rep) | (3-year term - December 2018) |

| | | | |
|---------------------|----------------------|---------------|-------------------------------|
| Planning & Zoning | Maynard Meyer | (Council Rep) | (3-year term - December 2019) |
| | Graylen Carlson | (Citizen Rep) | (3-year term - December 2019) |
| | Julie Olson | (Citizen Rep) | (3-year term - December 2017) |
| | Gary Omland | (Citizen Rep) | (3-year term - December 2018) |
| | William Matthes | (Citizen Rep) | (3-year term - December 2018) |
| LQP Airport | Mike Dahle | (Citizen Rep) | (3-year term - December 2019) |
| | Adam Conroy | (Council Rep) | (3-year term - December 2017) |
| | Paul Zahrbock (Alt.) | (Council Rep) | (3-year term - December 2018) |
| Community Education | Val Halvorson | (Citizen Rep) | (3-year term - December 2019) |
| | Paul Zahrbock | (Council Rep) | (3-year term - December 2019) |

Upon the vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 17-05 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

**CITY OF MADISON MINNESOTA
RESOLUTION 17-06**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

RESOLUTION RATIFYING COUNCIL COMMITTEE APPOINTMENTS

WHEREAS, the Madison City Council is interested in ratifying “Council Committee Appointments” for the City in compliance with the applicable Minnesota Statutes and City Charter.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA that the following appointments be hereby approved for the 2017 Calendar Year (all are one year appointments):

Public Works/Utilities Committee (Streets/Parks/Culture/Recreation/Water/Sewer/Sanitation/Storm Drain)

Tim Volk, Chair (Council Member)

Adam Conroy (Council Member)

Val Halvorson (City Manager) (Staff)

Don Fernholz (recommended) [Exofficio – nonvoting]

Public Safety (Police/Fire/Ambulance/EMS/Bioterrorism)

Paul Zahrbock, Chair (Council Member)

Maynard Meyer (Council Member)

Val Halvorson (Staff)

Lou Sager (recommended) [Exofficio – nonvoting]

General Government (Personnel/Finance/Budget/Liquor)

Greg Thole, Chair (Mayor)

Paul Zahrbock (Council Member)

Val Halvorson (Staff)

Kathy Weber (recommended) [Exofficio – nonvoting]

Physician/Medical Recruitment (EDA)

Dave Amundson, Chair (EDA Member)

Maynard Meyer (Council Member)

Val Halvorson (Staff)

Upon the vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 17-06 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole, Mayor

Attest: _____

Kathleen Weber, City Clerk

**CITY OF MADISON MINNESOTA
RESOLUTION NO. 17-07**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

**RESOLUTION DESIGNATING AN AUTHORIZED REPRESENTATIVE
TO THE WESTERN MN MUNICIPAL POWER AGENCY**

WHEREAS, the City Council of the City of Madison, Minnesota, has entered into an agreement to establish the Western Minnesota Municipal Power Agency (WMMPA), and as a member thereof is entitled to a representative who shall represent Madison Municipal Utilities in the business of WMMPA.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA that Val Halvorson, City Manager, be and is hereby authorized and appointed as the representative of the City of Madison, Minnesota, to represent the Municipal Utility in the business of WMMPA, with the powers, duties and responsibilities as provided in said agreement. The alternate representative, Don Fernholz, Line Supervisor, is hereby authorized and appointed with equal powers.

Upon the vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 17-07, was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

**CITY OF MADISON MINNESOTA
RESOLUTION NO. 17-08**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

**RESOLUTION DESIGNATING AN AUTHORIZED REPRESENTATIVE
TO THE MISSOURI RIVER ENERGY SERVICES**

WHEREAS, the City Council of the City of Madison, Minnesota, has entered into an agreement to establish the Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services (MRES), and as a member thereof is entitled to a representative who shall represent Madison Municipal Utilities in the business of MRES.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA that Val Halvorson, City Manager, be and is hereby authorized and appointed as the representative of the City of Madison, Minnesota, to represent the Municipal Utility in the business of MRES, with the powers, duties and responsibilities as provided in said agreement. The alternate representative, Don Fernholz, Line Supervisor, is hereby authorized and appointed with equal powers.

Upon the vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 17-08 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

| Oct-16 | Consumption | Charges | % Diff | | Oct-15 | Consumption | Charges | % Diff | | Oct-14 | Consumption | Charges |
|---------------------------|--------------|---------------|-------------|---------|---------------------------|--------------|---------------|--------------|--------|---------------------------|--------------|---------------|
| Commercial Serv Charge | 158.00 | 2,070.00 | 1.94% | 0.10% | Commercial Serv Charge | 155.00 | \$ 2,068.00 | 0.00% | 1.62% | Commercial Serv Charge | 155.00 | \$ 2,035.00 |
| Commercial Light | 827,759.00 | 56,295.78 | 4.72% | 5.12% | Commercial Light | 790,473.00 | \$ 53,555.39 | 29.87% | 34.79% | Commercial Light | 608,652.00 | \$ 39,733.15 |
| Demand Charge | 1,801.98 | 10,127.12 | -10.48% | -10.48% | Demand Charge | 2,012.83 | \$ 11,312.10 | 30.32% | 30.32% | Demand Charge | 1,544.49 | \$ 8,680.02 |
| Safe Drinking Water | - | - | -1.00% | 0.00% | Safe Drinking Water | 2.00 | \$ 12.72 | #DIV/0! | 0.00% | Safe Drinking Water | - | \$ - |
| Garbage Charge | 848.00 | 17,740.29 | 1.07% | 0.93% | Garbage Charge | 839.00 | \$ 17,576.50 | -0.59% | -0.19% | Garbage Charge | 844.00 | \$ 17,609.28 |
| Res Serv Charge | 805.00 | 6,444.61 | 1.90% | 1.68% | Res Serv Charge | 790.00 | \$ 6,338.38 | -1.00% | -1.29% | Res Serv Charge | 798.00 | \$ 6,420.92 |
| Res Light | 543,628.00 | 39,582.17 | 4.67% | 4.67% | Res Light | 519,379.00 | \$ 37,816.73 | -1.58% | 5.67% | Res Light | 527,734.00 | \$ 35,786.38 |
| Sewer Charge | 2,912,900.00 | 19,270.34 | -3.35% | 4.58% | Sewer Charge | 3,013,800.00 | \$ 18,426.88 | 4.50% | 4.49% | Sewer Charge | 2,883,900.00 | \$ 17,634.49 |
| Security Light Charge | 27.00 | 153.92 | 0.00% | 3.71% | Security Light Charge | 27.00 | \$ 148.42 | 3.85% | 3.85% | Security Light Charge | 26.00 | \$ 142.92 |
| Storm Sewer Charge | 935.00 | 12,110.83 | 0.21% | 0.11% | Storm Sewer Charge | 933.00 | \$ 12,097.37 | -0.11% | -0.50% | Storm Sewer Charge | 934.00 | \$ 12,158.72 |
| Sewer Serv Charge | 896.00 | 17,414.41 | 1.59% | 8.45% | Sewer Serv Charge | 882.00 | \$ 16,057.38 | -0.90% | -0.85% | Sewer Serv Charge | 890.00 | \$ 16,194.42 |
| Water Service Charge | 901.00 | 17,319.86 | 1.46% | 6.81% | Water Service Charge | 888.00 | \$ 16,214.93 | -0.67% | -1.02% | Water Service Charge | 894.00 | \$ 16,381.42 |
| Water Charge | 2,947,500.00 | 25,339.00 | -8.55% | -2.46% | Water Charge | 3,223,200.00 | \$ 25,978.14 | 2.53% | 2.14% | Water Charge | 3,143,800.00 | \$ 25,433.16 |
| Accounted for Water Usage | 110% | \$ 223,868.33 | \$ 3,434.58 | 2.88% | Accounted for Water Usage | 90% | \$ 217,602.94 | \$ 18,440.63 | 9.78% | Accounted for Water Usage | 99.99% | \$ 198,209.88 |

| Nov-16 | Consumption | Charges | % Diff | | Nov-15 | Consumption | Charges | % Diff | | Nov-14 | Consumption | Charges |
|---------------------------|--------------|---------------|-------------|---------|---------------------------|--------------|---------------|---------------|---------|---------------------------|--------------|---------------|
| Commercial Serv Charge | 158.00 | 2,076.87 | 2.60% | 3.28% | Commercial Serv Charge | 154.00 | \$ 2,011.00 | -0.65% | 0.45% | Commercial Serv Charge | 155.00 | \$ 2,002.00 |
| Commercial Light | 812,294.00 | 54,693.95 | 5.77% | 4.47% | Commercial Light | 768,014.00 | \$ 52,352.96 | -2.78% | 3.99% | Commercial Light | 789,940.00 | \$ 50,343.23 |
| Demand Charge | 2,138.75 | 15,019.83 | 0.66% | 25.78% | Demand Charge | 2,124.74 | \$ 11,941.02 | 15.21% | 15.21% | Demand Charge | 1,844.17 | \$ 10,364.24 |
| Safe Drinking Water | - | - | -100.00% | 0.00% | Safe Drinking Water | 1.00 | \$ 6.36 | #DIV/0! | 0.00% | Safe Drinking Water | - | \$ - |
| Garbage Charge | 846.00 | 17,771.83 | 1.08% | 1.05% | Garbage Charge | 837.00 | \$ 17,586.38 | -0.71% | 0.34% | Garbage Charge | 843.00 | \$ 17,527.17 |
| Res Serv Charge | 801.00 | 6,455.21 | 1.14% | 0.84% | Res Serv Charge | 792.00 | \$ 6,401.20 | -1.61% | -0.79% | Res Serv Charge | 805.00 | \$ 6,452.41 |
| Res Light | 537,004.00 | 39,099.78 | -7.56% | -7.56% | Res Light | 580,930.00 | \$ 42,297.63 | -20.48% | -14.61% | Res Light | 730,531.00 | \$ 49,536.31 |
| Sewer Charge | 2,595,800.00 | 17,177.48 | -14.54% | -7.50% | Sewer Charge | 3,037,400.00 | \$ 18,570.84 | 2.06% | 2.06% | Sewer Charge | 2,976,000.00 | \$ 18,196.30 |
| Security Light Charge | 27.00 | 154.47 | 0.00% | 4.08% | Security Light Charge | 27.00 | \$ 148.42 | 3.85% | 3.85% | Security Light Charge | 26.00 | \$ 142.92 |
| Storm Sewer Charge | 933.00 | 12,156.69 | 1.19% | 0.93% | Storm Sewer Charge | 922.00 | \$ 12,044.43 | -1.39% | -0.74% | Storm Sewer Charge | 935.00 | \$ 12,134.65 |
| Sewer Serv Charge | 890.00 | 17,411.71 | 1.14% | 8.14% | Sewer Serv Charge | 880.00 | \$ 16,101.58 | -1.79% | -0.95% | Sewer Serv Charge | 896.00 | \$ 16,255.93 |
| Water Service Charge | 893.00 | 17,281.20 | 1.13% | 6.65% | Water Service Charge | 883.00 | \$ 16,203.58 | -1.89% | -1.25% | Water Service Charge | 900.00 | \$ 16,408.93 |
| Water Charge | 2,629,800.00 | 22,627.06 | -17.71% | -12.26% | Water Charge | 3,195,700.00 | \$ 25,789.99 | 2.72% | 2.86% | Water Charge | 3,111,200.00 | \$ 25,072.24 |
| Accounted for Water Usage | 76% | \$ 221,926.08 | \$ 2,347.88 | 0.21% | Accounted for Water Usage | 88% | \$ 221,455.39 | \$ (3,688.88) | -1.33% | Accounted for Water Usage | 97.74% | \$ 224,436.33 |

| Dec-16 | Consumption | Charges | % Diff | | Dec-15 | Consumption | Charges | % Diff | | Dec-14 | Consumption | Charges |
|---------------------------|--------------|---------------|--------------|--------|---------------------------|--------------|---------------|----------------|---------|---------------------------|--------------|---------------|
| Commercial Serv Charge | 159.00 | 2,072.76 | 3.92% | 3.69% | Commercial Serv Charge | 153.00 | \$ 1,999.07 | -1.29% | -0.18% | Commercial Serv Charge | 155.00 | \$ 2,002.76 |
| Commercial Light | 772,963.00 | 53,761.68 | 12.18% | 11.44% | Commercial Light | 689,027.00 | \$ 48,240.79 | -18.61% | -10.38% | Commercial Light | 846,609.00 | \$ 53,829.38 |
| Demand Charge | 1,971.07 | 11,077.46 | 20.38% | 20.38% | Demand Charge | 1,637.35 | \$ 9,201.88 | -18.90% | -18.90% | Demand Charge | 2,019.03 | \$ 11,346.95 |
| Safe Drinking Water | - | - | #DIV/0! | 0.00% | Safe Drinking Water | - | \$ - | #DIV/0! | 0.00% | Safe Drinking Water | - | \$ - |
| Garbage Charge | 846.00 | 17,621.15 | 1.32% | 0.54% | Garbage Charge | 835.00 | \$ 17,525.94 | -0.36% | 0.50% | Garbage Charge | 838.00 | \$ 17,439.13 |
| Res Serv Charge | 807.00 | 6,443.64 | 1.64% | 0.26% | Res Serv Charge | 794.00 | \$ 6,427.21 | -0.38% | -0.08% | Res Serv Charge | 797.00 | \$ 6,432.28 |
| Res Light | 792,388.00 | 57,691.86 | 14.68% | 14.67% | Res Light | 690,979.00 | \$ 50,309.28 | -12.69% | -6.26% | Res Light | 791,454.00 | \$ 53,666.62 |
| Sewer Charge | 2,548,300.00 | 16,863.98 | 1.06% | 9.33% | Sewer Charge | 2,521,600.00 | \$ 15,424.46 | -2.40% | -2.40% | Sewer Charge | 2,583,700.00 | \$ 15,803.27 |
| Security Light Charge | 27.00 | 158.71 | 0.00% | 6.93% | Security Light Charge | 27.00 | \$ 148.42 | 0.00% | 0.00% | Security Light Charge | 27.00 | \$ 148.42 |
| Storm Sewer Charge | 936.00 | 12,111.56 | 1.08% | -0.59% | Storm Sewer Charge | 926.00 | \$ 12,183.26 | -0.32% | 0.41% | Storm Sewer Charge | 929.00 | \$ 12,133.58 |
| Sewer Serv Charge | 896.00 | 17,359.89 | 1.59% | 7.48% | Sewer Serv Charge | 882.00 | \$ 16,152.28 | -0.68% | -0.31% | Sewer Serv Charge | 888.00 | \$ 16,202.74 |
| Water Service Charge | 899.00 | 17,230.04 | 1.58% | 6.00% | Water Service Charge | 885.00 | \$ 16,254.28 | -0.67% | -0.52% | Water Service Charge | 891.00 | \$ 16,338.74 |
| Water Charge | 2,564,100.00 | 22,020.82 | -2.20% | 3.97% | Water Charge | 2,621,700.00 | \$ 21,179.29 | -2.33% | -2.53% | Water Charge | 2,684,200.00 | \$ 21,728.14 |
| Accounted for Water Usage | 83% | \$ 234,413.55 | \$ 14,879.46 | 9.01% | Accounted for Water Usage | 85% | \$ 215,046.16 | \$ (11,099.76) | -5.30% | Accounted for Water Usage | 95.67% | \$ 227,072.01 |

| 2016 To Date Annual Totals | Consumption | Charges | % Diff | | 2015 To Date Annual Totals | Consumption | Charges | % Diff | | 2014 To Date Annual Totals | Consumption | Charges |
|----------------------------|---------------|-----------------|------------|-------|----------------------------|---------------|-----------------|------------|--------|----------------------------|---------------|-----------------|
| Commercial Serv Charge | 1,869.00 | \$ 24,585.68 | 0.86% | 1.49% | Commercial Serv Charge | 1,853.00 | \$ 24,223.65 | -0.27% | -0.33% | Commercial Serv Charge | 1,858.00 | \$ 24,303.98 |
| Commercial Light | 9,181,849.00 | \$ 638,262.47 | 5.30% | 5.04% | Commercial Light | 8,719,548.00 | \$ 607,662.16 | -0.19% | 6.54% | Commercial Light | 8,736,245.00 | \$ 570,352.52 |
| Demand Charge | 21,431.93 | \$ 123,447.77 | 5.00% | 7.62% | Demand Charge | 20,411.00 | \$ 114,709.81 | 11.17% | 12.09% | Demand Charge | 18,359.37 | \$ 102,334.93 |
| Safe Drinking Water | 815.00 | \$ 5,234.28 | 0.74% | 0.00% | Safe Drinking Water | 809.00 | \$ 5,193.82 | 0.12% | 0.00% | Safe Drinking Water | 808.00 | \$ 5,200.79 |
| Garbage Charge | 10,119.00 | \$ 212,410.59 | 0.69% | 1.03% | Garbage Charge | 10,050.00 | \$ 210,248.66 | -0.09% | 0.21% | Garbage Charge | 10,059.00 | \$ 209,803.61 |
| Res Serv Charge | 9,618.00 | \$ 77,322.30 | 0.92% | 0.70% | Res Serv Charge | 9,530.00 | \$ 76,787.61 | 0.42% | 0.46% | Res Serv Charge | 9,490.00 | \$ 76,433.18 |
| Res Light | 8,177,640.00 | \$ 595,404.08 | 0.39% | 0.39% | Res Light | 8,146,204.00 | \$ 593,115.23 | -6.91% | -0.05% | Res Light | 8,751,273.00 | \$ 593,409.40 |
| Sewer Charge | 34,090,100.00 | \$ 224,188.46 | 0.24% | 7.80% | Sewer Charge | 34,009,500.00 | \$ 207,976.45 | -3.69% | -3.68% | Sewer Charge | 35,311,500.00 | \$ 215,932.07 |
| Security Light Charge | 324.00 | \$ 1,808.27 | 0.00% | 1.53% | Security Light Charge | 324.00 | \$ 1,781.04 | 4.52% | 2.82% | Security Light Charge | 310.00 | \$ 1,732.20 |
| Storm Sewer Charge | 11,178.00 | \$ 145,466.40 | 0.19% | 0.00% | Storm Sewer Charge | 11,157.00 | \$ 145,468.76 | -0.11% | 0.73% | Storm Sewer Charge | 11,169.00 | \$ 144,419.10 |
| Sewer Serv Charge | 10,677.00 | \$ 207,278.92 | 0.85% | 7.29% | Sewer Serv Charge | 10,587.00 | \$ 193,191.55 | 0.08% | 0.23% | Sewer Serv Charge | 10,579.00 | \$ 192,740.02 |
| Water Service Charge | 10,723.00 | \$ 206,134.86 | 0.76% | 5.86% | Water Service Charge | 10,642.00 | \$ 194,721.16 | 0.12% | -0.08% | Water Service Charge | 10,629.00 | \$ 194,876.42 |
| Water Charge | 36,127,798.00 | \$ 308,244.64 | -1.24% | 5.20% | Water Charge | 36,581,800.00 | \$ 292,996.60 | -1.55% | -2.26% | Water Charge | 37,158,900.00 | \$ 299,779.53 |
| Accounted for Water Usage | 88% | \$ 2,769,788.72 | 29,759,124 | 3.81% | Accounted for Water Usage | 89.46% | \$ 2,668,076.50 | 28,912,718 | 1.40% | Accounted for Water Usage | 94.94% | \$ 2,631,317.75 |

**CITY OF MADISON
MADISON ECONOMIC DEVELOPMENT AUTHORITY LOAN FUND
NOTE STATUS REPORT**

December 31, 2016

| MEDA LOANS (REVOLVING LOAN FUND) | | | | | | | |
|---|---------------|----------------|------------------|------------------------------------|------------------------|-------------------|--------------------|
| LOAN NAME | NOTE # | FINAL MATURITY | ORIG LOAN Amount | MONTHLY PAYMENT | DAY DELINQ | AMOUNT DELINQ | BALANCE |
| Natalie Collom | MGD#1009 | 12/01/16 | \$10,000.00 | \$142.08 | 30 | \$142.08 | \$10,000.00 |
| Mtech Service & Repair L | MGD#1008 | | \$15,000.00 | \$283.07 | | | \$7,542.29 |
| LQP Racing Assn. | MGD#71 | 09/15/10 | \$25,000.00 | A-\$5,934.91 | 2 1/2 yrs | \$3,147.09 | \$3,147.09 |
| Ronold Sorenson | MGD#1007 | | \$25,000.00 | | | | \$25,000.00 |
| Ron & JoAnn Sorenson | MGD#69 | 06/01/13 | \$70,000.00 | \$371.00 | 180 | \$2,226.00 | \$36,316.54 |
| Mark Siegert | Dev Agreeemnt | 10/01/17 | \$3,686.00 | 1st Stage 2 yrs 2nd Stage 5 yrs | 10/1/2014 10/1/2017 | | |
| Susana C. Wittnebel | MGD#1010 | 10/15/23 | \$2,500.00 | tax assessmer | | | \$2,500.00 |
| Pantry Café | MGD#1011 | 12/01/19 | \$3,703.59 | \$110.75 | | | \$3,703.59 |
| TOTAL MEDA LOANS (REVOLVING LOAN FUND) | | | | | | \$5,515.17 | \$88,209.51 |

MEDA DWM PAY LOANS (CITY)

| | | |
|--|---------------|---------------|
| TOTAL MEDA DWN PAY LOANS (CITY) | \$0.00 | \$0.00 |
|--|---------------|---------------|

MEDA DWM PAY LOANS (STATE)

| | | |
|---|---------------|---------------|
| | \$0.00 | \$0.00 |
| TOTAL MEDA DWN PAY LOANS (STATE) | \$0.00 | \$0.00 |

TOTAL DELINQUENCIES \$5,515.17

FUND BALANCE AVAILABILITY

| | | DWN PAY LOANS (CITY) | DWM PAY LOANS (STATE) | TOTALS |
|--|---------------------|----------------------|-----------------------|---------------------|
| Fund Balance | \$246,501.53 | \$0.00 | \$0.00 | \$246,501.53 |
| Less Loans Outstanding | \$88,209.51 | \$0.00 | \$0.00 | \$88,209.51 |
| Less Other Assets | | \$0.00 | \$0.00 | \$0.00 |
| Funds Available | \$158,292.02 | \$0.00 | \$0.00 | \$158,292.02 |
| TOTAL CHECKING & INVESTMENTS OR FUNDS AVAILABLE FOR LENDING | | | | \$158,292.02 |

FUND BALANCE INCOME

| | |
|------------------------|-------------------|
| December 2016 Interest | \$43.99 |
| 2016 YTD interest | \$1,273.19 |

Water Plant Monthly Report

Year: 2016

| | | January | February | March | April | May | June | July | August | September | October | November | December | Year End Total |
|---|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|----------------|
| Aqua Hawk | Used (gal) | 22 | 20 | 21 | 24 | 26.5 | 32.5 | 29 | 31.5 | 15 | 24 | 23 | 24 | 292.5 |
| | Cost | \$186.78 | \$168.80 | \$178.29 | \$203.76 | \$224.99 | \$275.93 | \$246.21 | \$267.44 | \$127.35 | \$203.76 | \$195.27 | \$203.76 | \$2,482.34 |
| KMNO4 | Used (lbs) | 337 | 314 | 330 | 373 | 432 | 511.5 | 469 | 250 | 300 | 393 | 311 | 347 | 4367.5 |
| | Cost | \$1,265.10 | \$1,178.76 | \$1,238.82 | \$1,400.24 | \$1,621.73 | \$1,920.17 | \$1,762.50 | \$938.50 | \$1,127.40 | \$1,476.89 | \$1,168.74 | \$1,304.03 | \$16,402.88 |
| Anti Scalant | Used (gal) | 27 | 26 | 27 | 30 | 35 | 42.5 | 36 | 21 | 12 | 35 | 29 | 32 | 352.5 |
| | Cost | \$1,304.10 | \$1,255.80 | \$1,304.10 | \$1,449.00 | \$1,690.50 | \$2,052.75 | \$1,738.80 | \$1,014.30 | \$579.60 | \$1,690.50 | \$1,400.70 | \$1,545.60 | \$17,025.75 |
| Poli-phosphate | Used (gal) | 49 | 47 | 52 | 57 | 64 | 67.5 | 68 | 53 | 42 | 62 | 56 | 54 | 671.5 |
| | Cost | \$621.32 | \$595.96 | \$659.36 | \$722.76 | \$811.52 | \$855.90 | \$862.24 | \$672.04 | \$532.56 | \$786.16 | \$710.08 | \$684.72 | \$8,514.62 |
| Chlorine | Used (lbs) | 107 | 107 | 124 | 123 | 152 | 164 | 158 | 142 | 104 | 126 | 109 | 100 | 1516 |
| | Cost | \$101.65 | \$101.65 | \$117.80 | \$116.85 | \$144.40 | \$155.80 | \$150.10 | \$134.90 | \$98.80 | \$119.70 | \$103.55 | \$95.00 | \$1,440.20 |
| Nalco 7768 Polymer | Used (gal) | 4.38 | 4.2 | 4.3 | 4.1 | 5 | 6 | 5.5 | 3.3 | 3 | 4.3 | 3 | 2.5 | 49.58 |
| | Cost | \$118.42 | \$113.56 | \$116.26 | \$110.85 | \$135.19 | \$162.22 | \$148.70 | \$89.22 | \$81.11 | \$116.26 | \$81.11 | \$67.59 | \$1,340.49 |
| Flouride | Used (gal) | 17 | 15 | 16 | 18 | 20 | 21.5 | 22.5 | 17.5 | 17 | 23 | 17 | 16 | 220.5 |
| | Cost | \$86.34 | \$76.19 | \$81.26 | \$91.42 | \$101.58 | \$109.20 | \$114.28 | \$88.88 | \$86.34 | \$116.82 | \$86.34 | \$81.26 | \$1,119.91 |
| Sodium meti-Bisulfate | Used (lbs) | 8 | 8 | 8 | 9 | 7 | 12.25 | 9 | 6 | 53 | 11 | 5.4 | 7 | 143.65 |
| | Cost | \$11.28 | \$11.28 | \$11.28 | \$12.69 | \$9.87 | \$17.27 | \$12.69 | \$8.46 | \$74.73 | \$15.51 | \$7.61 | \$9.87 | \$202.54 |
| R ₀ O ₀ Pre-Filters | Used (case) | 0 | 1 | 0 | 1 | 1 | 1 | 1 | 0 | 1 | 0 | 1 | 0 | 7 |
| | Cost | \$0.00 | \$237.95 | \$0.00 | \$237.95 | \$237.95 | \$237.95 | \$237.95 | \$0.00 | \$237.95 | \$0.00 | \$237.95 | \$0.00 | \$1,665.65 |
| RO Cleaner P 703 low Ph | Used | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Cost | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Sodium Hydroxide | Used (gal) | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |
| | Cost | \$0.00 | \$0.00 | \$127.61 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$127.61 |
| RO Cleaner p111 High Ph | Used (lbs) | 0 | 0 | 135 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 135 |
| | Cost | \$0.00 | \$0.00 | \$621.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$621.00 |
| Caustic Soda 50% & 30% | Used (gal) | 55 | 52 | 55 | 57 | 68 | 55 | 77.5 | 47 | 0 | 8 | 61 | 80.5 | 616 |
| | Cost | \$469.70 | \$444.08 | \$469.70 | \$486.78 | \$580.72 | \$469.70 | \$661.85 | \$401.38 | \$0.00 | \$68.32 | \$520.94 | \$687.47 | \$5,260.64 |
| Hydrachloric Acid 31% | Used (gal) | 0 | 0 | 1.5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.5 |
| | Cost | \$0.00 | \$0.00 | \$10.16 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10.16 |

| | | | | | | | | | | | | | | |
|--------------------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| Well gal Pumped | x1000 | 4,764 | 4,458 | 4,784 | 5,141 | 5,910 | 7,104 | 6,717 | 4,992 | 4,123 | 5,428 | 4,647 | 4,885 | 62,953 |
| Hi service gal, pumped | x1000 | 3,428 | 3,219 | 3,480 | 3,711 | 4,237 | 5,100 | 4,537 | 3,563 | 3,276 | 3,706 | 3,368 | 3,470 | 45,095 |
| Gallons to Waste | x1000 | 1,068 | 1,008 | 1,086 | 1,170 | 1,356 | 1,602 | 1,404 | 1,092 | 528 | 1,212 | 1,002 | 1,092 | 13,620 |
| RC membrane gal pumped | x1000 | 3,128 | 2,943 | 3,174 | 3,439 | 4,094 | 4,923 | 4,079 | 2,738 | 1,421 | 3,983 | 3,276 | 3,652 | 40,850 |
| Backwash gal pumped | x1000 | 495 | 449 | 478 | 525 | 601 | 866 | 805 | 562 | 419 | 549 | 496 | 496 | 6,741 |
| w. p water meter gallons | Actual | 176,580 | 166,840 | 177,470 | 192,810 | 219,720 | 255,580 | 247,290 | 200,450 | 307,080 | 551,700 | 188,850 | 193,250 | 2,877,620 |
| Treated accounted gal | Actual | 72,800 | 28,600 | 11,050 | 14,400 | 143,000 | 1,400 | 1,500 | 500 | 9,900 | 17,000 | - | 95,200 | 395,350 |
| Soft Water gal sold | Actual | - | - | - | - | - | 2,000 | - | - | - | - | - | - | 2,000 |
| Baseball Field well gal | Actual | - | - | - | 28,800 | 64,100 | 502,900 | 379,700 | 114,900 | 26,600 | - | - | - | 1,117,000 |

TREASURER'S INVESTMENTS FOR RATIFICATION

| DATE | TYPE OF INVESTMENT | DOCUMENT | FUND | RATE | MATURITY | AMOUNT |
|----------|--------------------|---------------|----------|-------|----------|-------------|
| 02/02/16 | Synchrony Bank | CD#871164WPM4 | Gen Fund | 2.05% | 12/02/21 | \$20,000.00 |
| TOTAL | | | | | | \$20,000.00 |

Memo

To: City Administrator & City Council
From: Dale Hiepler, Liquor Store Manager
CC:
Date: 1/5/2017
Re: December & Year to date sales

Sales for December were \$43,845 compared to \$44,574 last year. Year to date sales are \$429,660 compared to \$421,912 last year, a \$7,748 increase.

A more detailed report will be given in two weeks when all 2016 bill have cleared.

Kathy Weber

From: Mary Quick <mary.quick@lqpco.com>
Sent: Monday, January 02, 2017 8:29 AM
To: City of Bellingham; Boyd; Madison; Dawson; Marietta; Nassau
Subject: December 2016 Update
Attachments: December 2016.xls

Please find attached the community totals for December.

*The Computer Commuter did not run the week between Christmas and New Years. Attendance was down perhaps due to the bitter cold and Holiday bustle.

*48 people came on board the Computer Commuter this month.

*We gained a new user this month in both Dawson and Madison.

Number of personal devices brought onto the bus with requests for help:

Laptops: 9
Tablets: 6
Smart phones: 0
USB: 6

Just a reminder, the bus follows local school closings and early dismissals due to inclement weather.

*Please contact me if you have questions or concerns. Thank you for your continued support!

Mary Quick
LqP Computer Commuter Coordinator

December 2016

| Town | 2-Dec | 5-Dec | 12-Dec | 19-Dec | 26-Dec | Total |
|------------|-------|-------|--------|--------|---------|-------|
| Bellingham | | 1 | 0 | 0 | Holiday | 1 |
| Boyd | | 4 | 5 | 5 | Holiday | 14 |
| Dawson | | 4 | 3 | 2 | Holiday | 9 |
| Madison | 1 | 5 | 4 | 2 | Holiday | 12 |
| Marietta | 1 | 2 | 2 | 2 | Holiday | 7 |
| Nassau | | 2 | 2 | 1 | Holiday | 5 |
| Total | 2 | 18 | 16 | 12 | 0 | 48 |

REVENUE REPORT

CALENDAR 12/2016, FISCAL 12/2016

| ACCOUNT NUMBER | ACCOUNT TITLE | FISCAL ESTIMATE | PTD BALANCE | YTD BALANCE | PERCENT RECVD | UNCOLLECTED |
|----------------|--------------------------------|--------------------|----------------|----------------|------------------|---------------|
| | GENERAL TOTAL | 1,535,973.26 | 628,414.15 | 1,613,863.73 | 105.07 | 77,890.47- |
| | AMBULANCE TOTAL | 104,500.00 | 17,194.70 | 124,625.81 | 119.26 | 20,125.81- |
| | SCDP GRANT REVOLVING LOAN TOTA | .00 | 938.05 | 13,549.10 | .00 | 13,549.10- |
| | EDA TOTAL | 33,249.00 | 680.53 | 41,533.39 | 124.92 | 8,284.39- |
| | EDA REVOLVING LOAN FUND TOTAL | 5,100.00 | 43.99 | 1,339.77 | 26.27 | 3,760.23 |
| | '98 STORM SEWER DEBT SERV TOTA | 123,602.00 | 2,356.94 | 1,179,519.56 | 954.29 | 1,055,917.56- |
| | 2009 GO TEMP IMPROVE DEBT TOTA | 11,082.50 | 6,101.23 | 12,780.83 | 115.32 | 1,698.33- |
| | INFRA. REPLACE. DEBT SERV TOTA | 508,886.35 | 81,153.74 | 527,048.84 | 103.57 | 18,162.49- |
| | 2015 GO REFUNDING DS TOTAL | 341,408.68 | 315.13 | 341,723.81 | 100.09 | 315.13- |
| | 2016 GO REF/WT REV DS TOTAL | .00 | 1.14 | 1,159.40 | .00 | 1,159.40- |
| | WWTP PROJECT FUND TOTAL | 2,006,969.04 | 1,305.48 | 1,973,047.48 | 98.31 | 33,921.56 |
| | WATER TOWER REHAB PROJECT TOTA | .00 | 15.25 | 413,097.44 | .00 | 413,097.44- |
| | SWIMMING POOL PROJ FUND TOTAL | 26,000.00 | .00 | 26,115.00 | 100.44 | 115.00- |
| | WATER TOTAL | 513,700.00 | 42,807.91 | 520,002.41 | 101.23 | 6,302.41- |
| | SEWER TOTAL | 430,850.00 | 40,700.20 | 437,929.28 | 101.64 | 7,079.28- |
| | SANITATION TOTAL | 213,756.36 | 20,484.81 | 220,531.05 | 103.17 | 6,774.69- |
| | ELECTRIC UTILITY TOTAL | 1,451,900.00 | 162,110.65 | 1,504,529.79 | 103.62 | 52,629.79- |

REVENUE REPORT

CALENDAR 12/2016, FISCAL 12/2016

| ACCOUNT NUMBER | ACCOUNT TITLE | FISCAL ESTIMATE | PTD BALANCE | YTD BALANCE | PERCENT RECVD | UNCOLLECTED |
|----------------|---------------------------|--------------------|----------------|----------------|------------------|---------------|
| | STORM SEWER TOTAL | 143,600.00 | 12,765.08 | 144,240.14 | 100.45 | 640.14- |
| | LIQUOR TOTAL | 403,500.00 | 45,362.73 | 431,177.24 | 106.86 | 27,677.24- |
| | EASTVIEW APARTMENTS TOTAL | 153,000.00 | 15,961.72 | 158,243.08 | 103.43 | 5,243.08- |
| | RESERVE TOTAL | 187,064.63 | 192,226.96 | 240,412.61 | 128.52 | 53,347.98- |
| | REVENUE BY FUND SUMMARY | ===== | ===== | ===== | ===== | ===== |
| | | 8,194,141.82 | 1,270,940.39 | 9,926,469.76 | 121.14 | 1,732,327.94- |
| | | ===== | ===== | ===== | ===== | ===== |

BUDGET REPORT
CALENDAR 12/2016, FISCAL 12/2016

| ACCOUNT NUMBER | ACCOUNT TITLE | TOTAL BUDGET | PTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|----------------|--------------------------------|-----------------|----------------|----------------|---------------------|-------------|
| | GENERAL TOTAL | 1,535,973.22 | 225,621.66 | 1,621,910.67 | 105.59 | 85,937.45- |
| | AMBULANCE TOTAL | 97,649.00 | 11,345.14 | 109,470.45 | 112.11 | 11,821.45- |
| | SCDP GRANT REVOLVING LOAN TOTA | .00 | .00 | 1,751.24 | .00 | 1,751.24- |
| | EDA TOTAL | 33,171.00 | 5,288.76 | 41,000.46 | 123.60 | 7,829.46- |
| | EDA REVOLVING LOAN FUND TOTAL | 200.00 | 3,703.60 | 43,403.60 | 1,701.80 | 43,203.60- |
| | '98 STORM SEWER DEBT SERV TOTA | 122,167.00 | .00 | 122,167.50 | 100.00 | .50- |
| | 2009 GO TEMP IMPROVE DEBT TOTA | 11,082.50 | .00 | 11,182.50 | 100.90 | 100.00- |
| | INFRA. REPLACE. DEBT SERV TOTA | 476,042.11 | .00 | 474,948.86 | 99.77 | 1,093.25 |
| | 2015 GO REFUNDING DS TOTAL | 335,970.00 | 225,010.00 | 336,085.00 | 100.03 | 115.00- |
| | WWTP PROJECT FUND TOTAL | 2,007,749.53 | 12,601.30 | 1,968,071.30 | 98.02 | 39,678.23 |
| | WATER TOWER REHAB PROJECT TOTA | .00 | 3,759.50 | 401,291.45 | .00 | 401,291.45- |
| | WATER TOTAL | 682,776.04 | 54,026.00 | 663,387.17 | 97.16 | 19,388.87 |
| | SEWER TOTAL | 569,412.18 | 61,816.38 | 557,779.12 | 97.96 | 11,633.06 |
| | SANITATION TOTAL | 212,174.66 | 45,057.48 | 222,640.46 | 104.93 | 10,465.80- |
| | ELECTRIC UTILITY TOTAL | 1,425,288.24 | 118,210.57 | 1,470,353.44 | 103.16 | 45,065.20- |
| | STORM SEWER TOTAL | 238,386.63 | 8,358.11 | 238,901.36 | 100.22 | 514.73- |
| | LIQUOR TOTAL | 398,673.38 | 58,134.90 | 428,641.36 | 107.52 | 29,967.98- |

BUDGET REPORT
CALENDAR 12/2016, FISCAL 12/2016

| ACCOUNT NUMBER | ACCOUNT TITLE | TOTAL BUDGET | PTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|----------------|---------------------------|-----------------|----------------|----------------|---------------------|-------------|
| | EASTVIEW APARTMENTS TOTAL | 176,038.33 | 20,070.76 | 236,460.04 | 134.32 | 60,421.71- |
| | RESERVE TOTAL | 200.00 | .00 | 58,613.39 | 9,306.70 | 58,413.39- |
| | EXPENSES BY FUND SUMMARY | ===== | ===== | ===== | ===== | ===== |
| | | 8,322,953.82 | 853,004.16 | 9,008,059.37 | 108.23 | 685,105.55- |
| | | ===== | ===== | ===== | ===== | ===== |

CITY COUNCIL CHECKLIST

1/5/2017

| ITEM | DATE | ADDRESSED BY | RESPONSIBLE TO COMPLETE | EXPECTED COMPLETION | COMPLETE |
|--------------------------------------|------------|--------------|-------------------------|---|-----------|
| Irrigation Flags of Honor | 5/13/2013 | Thole | CM, Parks | Installed | completed |
| Downtown Alleyway Water Problem | 9/19/2013 | Conroy | CM, Streets | paved curb to properly drain water | completed |
| Water Main Relocation - Cargill | 2/28/2014 | | CM, Engineer | Mains installed, working on easements | completed |
| Disc Golf Course | 3/10/2014 | Conroy | CM | Delivery and installation complete by June | completed |
| Weed Control | 5/27/2014 | Zahrbock | Parks | sprayed and will continue to spray | completed |
| Junk Vehicles - Modify Ordinance | 7/28/2014 | Meyer | CM, Attorney | Proposed Ordinance | completed |
| Snow Removal Sidewalks | 1/26/2015 | Conroy | CM PW | Follow Ordinance Procedure | completed |
| Prairie Arts Center Bats | 2/23/2015 | Conroy | CM | Bat Guy followed up, some areas are going to need to be | ongoing |
| Contracted Mowing Services | 7/28/2014 | Zahrbock | CM, Parks | Contracted with Richards Adams | ongoing |
| Lawn Ordinance | 4/27/2015 | Conroy | Streets | mowed and will continue to mow through | ongoing |
| Swimming Pool Renovation | 2/11/2013 | Thole | CM, Parks | Donations remain | ongoing |
| Planning and Zoning updates | 12/28/2015 | Thole | CM | Ordinance to be approved | ongoing |
| Landscape Library | 11/2/2015 | Thole | Parks | City Staff with design input from boards | ongoing |
| Pool House - Renovations | 7/13/2015 | Conroy | CM, Parks | Work in Progress | ongoing |
| Playground - Kiwanis Kiddie Park | 7/13/2015 | Meyer | CM, Parks | Wood Fiber complete, city to repair turf around edges | ongoing |
| Outside City Limits Properties | 8/13/2012 | Zahrbock | CM, Attorney | Letter sent and responded from LqP Env. | ongoing |
| Downtown District Maintenance Fund | 11/23/2015 | Zahrbock | CM | Dismissed | ongoing |
| Prairie Arts Center Steps | 2/8/2016 | Thole | CM | No work at this time for 2016 | ongoing |
| Prairie Arts Windows | 11/9/2015 | Thole | CM | Local contractor to board windows | ongoing |
| City Garage | 11/23/2015 | Thole | CM | Determine method to repair | ongoing |
| Downtown Renovation Fund | 9/22/2014 | Meyer | CM, | Create task force | ongoing |
| Downtown Open Space | 10/27/2014 | Conroy | CM Parks Board | Discuss potential ideas once property is cleared | ongoing |
| Hwy 40 Curbing - ask MNDOT to repair | 5/11/2015 | Zahrbock | CM, Engineer | Reported on MNDOT list of projects | ongoing |
| Grand Theatre - Seat Project | 5/11/2015 | Meyer | CM | City will be fiscal agent and deliver acknowledgment | ongoing |
| Storm Pond East Highway 40 | 8/10/2015 | Zahrbock | CM, Engineer | Seeking bids from contractors 2017 | ongoing |
| Hazardous Houses | 12/12/2011 | Thole | CM, Attorney | Work in Progress | ongoing |
| Outside City Limits Properties | 8/8/2016 | Zahrbock | CM, Attorney | City Attorney to address with County Board | ongoing |
| Tree Trimming | 9/26/2016 | Meyer | CM, PW | obstructed sidewalks/streets documented and assigned | ongoing |
| Sump Pumps | 8/22/2016 | Thole | CM, PW | Ordinance and process to be discussed | ongoing |
| Broadband Exploration | 4/1/2016 | Meyer | CM, committee | First meeting held 11/14/16 with CTC | ongoing |

CITY OF MADISON
COUNTY OF LAC QUI PARLE
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Madison, Lac qui Parle County, Minnesota will hold a public hearing on Monday, January 9, 2017, at approximately 6:00 p.m. at the Madison Municipal Building (City Hall) Auditorium in the City of Madison, Minnesota. This meeting is intended to obtain citizen input, comments, recommendations and suggestions regarding community development needs and priorities in Madison. The meeting will have several purposes:

1. To provide citizens with an opportunity to participate in planning and developing projects as part of an application for funding under the Small Cities Development Grant Program; to encourage citizens to offer their views and opinions and to encourage participation by low-to-moderate-income persons and members of any minority group.
2. To provide citizens with information concerning the amount of funds available for community development activities, the types of activities which may be undertaken, and other information pertaining to this (and other) community development assistance programs.
3. To offer citizens a means by which to present their views and concerns about community development and housing needs in Madison as well as local community development performance.

Citizens attending the meeting will have the opportunity to file written suggestions, complaints, and grievances pertaining to any matters outlined above or discussed at the meeting. Low-to-moderate-income citizens, minorities, handicapped individuals and members of any disadvantaged classes are particularly encouraged to attend.

All interested persons may appear at the hearing and present their view orally or in writing.

Dated: December 28, 2016.

BY ORDER OF THE CITY COUNCIL,

Kathleen Weber, City Clerk

ERICKSON CHEVROLET-PONTIAC, INC.

253 OAK STREET, EAST HIGHWAY 212
DAWSON, MN 56232

Fleet Sales: c/o PO Box 338, Fergus Falls, MN 56538-0338 / 218-998-8866 / FAX 218-998-8813

VEHICLE QUOTE NUMBER Madison CK15753

Sold To: Madison MN City of

Attn: Don Fernell

Address:

Madison MN

linedept@gmail.com

Date: 12/20/2016

Phone: 320.3226.5513

FAX:

Salesperson: Gerry Worner

Key Code: Ignition/Door:

| Stock No. | Year | Make | Model | New/Used | Vehicle ID Number |
|-----------------|------|-----------|--|----------|-------------------|
| Madison CK15753 | 2017 | Chevrolet | Silverado 1500 4WD Double Cab 6.5' Box | New | 0 |
| | | | Color: White/Gray Cloth | | |

Price of Vehicle

\$26,493.00

Options & Extras

Includes All Standard Equipment for WT Pkg w/4.3 L V6, Plus trailer tow package w/receiver hitch & wiring harnesses, black rectangular cab steps; includes cruise control and tilt steering wheel, power windows/locks/mirrors, rear bumper corner steps includes poiwetrain warranty to 100,000 miles and 4 oil changes in first 24 months

Subtotal

\$26,493.00

Trade - In

Total Cash Price

\$26,493.00

includes discount for payment at delivery; add daily interest at 1.5%/mo. for later payment

Your Purchase Order #

Project #

Thanks for your business!

To / Lessee / End User: Madison MN City of
Don Fernell
Electrical Dept.

Phone: 320.3226.5513
FAX:

Madison MN

Signed _____ and initialed _____

Printed Name _____ and Date _____

Equal Employment Opportunity Affirmative Action Employer

MadisonElec CK15753.123

**CITY OF MADISON, MINNESOTA
RESOLUTION 17-09**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

APPOINTMENT OF AMBULANCE SERVICE OFFICERS FOR 2017

WHEREAS the Madison City Council is interested in appointing the Ambulance Service Officers for the Year 2017 based on the Ambulance Service meeting held September 13, 2016; and

NOW THEREFORE BE IT RESOLVED that the City Council of Madison, Lac qui Parle County, Minnesota is appointing the following:

Ambulance Chief: Scott Schake
Asst. Ambulance Chief: Heidi Kittelson
Maintenance Officer: Dustin Seefeld
Secretary/Treasurer: Heather Lillejord
Training Officer: Brittany Engesmoe/Kelly Wittnebel (cover maternity leave)

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 17-09 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN
GROUNDWATER (SUMP PUMP) CONNECTIONS

THE CITY OF MADISON DOES ORDAIN:

Section 1. Madison Ordinance § 52.062 currently reads:

§ 52.062 SURFACE RUNOFF OR GROUNDWATER CONNECTIONS
PROHIBITED.

No person shall make connection of roof downspouts, sump pumps, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or indirectly to the wastewater disposal system.

Section 2. Amendment. The City Council ordains that Ordinance § 52.062 shall be amended as follows:

§ 52.062 SURFACE RUNOFF OR GROUNDWATER CONNECTIONS PROHIBITED
AND EXCEPTIONS

No person shall make connection of roof downspouts, sump pumps, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or indirectly to the wastewater disposal system. *However, in certain locations where surface storm water discharge would create a safety hazard during freezing weather, connection to the sanitary sewer may be maintained from October 15th to March 15th. In no case, shall any connection to the sanitary sewer be maintained from March 15th to October 15th. Exceptions will be granted by permit on a case by case basis as determined by the City designated official. City Council may establish permit fees from time to time.*

Section 3. Effective date. This ordinance becomes effective upon passage and publication.

Passed by the Madison City Council this _____ day of January, 2017.

Mayor

Attest:

City Clerk

Phased Retirement Agreement

Public Employees Retirement Association (PERA)

60 Empire Drive, Suite #200, Saint Paul, MN 55103-2088

Member Information Services: 651-296-7460 or 1-800-652-9026

PERA Fax Number: 651-297-2547



Instructions: Type or print in black ink. Original is to be mailed to PERA prior to the start of employment under the phased retirement option (PRO) program and should accompany a completed *Application for PERA Retirement Benefits*. As applicable, a signed copy of any subsequent *Phased Retirement Agreement* must also be provided to PERA prior to its effective date. Both Parts A and B must be completed in their entirety.

Please read the reverse side for details about the requirements relating to phased retirement.

| Part A - For completion by the employer that will employ the individual under a PRO | | |
|--|--|--|
| Name of Employer <i>City of Madison</i> | PERA Employer Number (6-digits) <i>6036-00</i> | |
| Name of Individual who will be Employed under the PRO Program <i>Dale Hiepler</i> | Last 4 digits of Member's Soc. Sec. No. <i>5462</i> | |
| Dates of the Phased Retirement Employment (must be limited to a one-year period) | Begin Date <i>02/01/2017</i> | End Date <i>01/31/2018</i> |
| Identify if this is the first agreement covering phased retirement for this employee or renewal of a prior agreement. <input type="checkbox"/> Initial Agreement <input type="checkbox"/> 1 st Renewal <input type="checkbox"/> 2 nd Renewal <input type="checkbox"/> 3 rd Renewal <input checked="" type="checkbox"/> 4 th Renewal | | |
| <i>Note: Phased retirement employment may be for periods of up to one year, not to exceed a total duration of five years.</i> | | |
| I understand that wages earned by the named individual during this period of employment must be reported to PERA and that the amounts will not be subject to PERA withholding. I further certify that this individual will be employed in accordance with the phased retirement employment conditions described in this agreement and in M.S. §353.371, and I agree to ensure that this governmental unit complies with all related requirements. | | |
| Signature of Employer Representative | | Date of Signature |
| | | |
| Part B - To be signed by the PERA member | | |
| I have accepted phased retirement employment with (check the one that applies): <input checked="" type="checkbox"/> The same governmental unit for which I am currently employed. <input type="checkbox"/> A different governmental unit than my current employer. <i>Please indicate the name of your current employer: _____ and your anticipated date of termination with this unit of government (month/day/year): ____/____/____</i> | | |
| I have read the requirements that must be met to qualify for the phased retirement program on the back of this form and confirm that I will meet all of the criteria. I understand that my PERA retirement benefit will be effective on the first day of the month following the begin date of my initial PRO agreement; however, if my agreement begins on the first day of a calendar month, my benefit will be effective on that day. I further realize that while employed in a phased retirement position, I will not accrue service credits in PERA and my retirement benefit will not be subject to reduction under the provisions regarding reemployed annuitants (M.S. §353.37). I understand and accept the conditions of phased retirement employment described in this agreement and in M.S. §353.371. | | |
| Signature of PERA Member <i>Dale Hiepler</i> | | Date of Signature <i>12/19/2016</i> |

**FACILITATOR SERVICES AGREEMENT:
SELLER**

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
© 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date 1-5-17

2. Page 1 of 5 pages

3. **DEFINITIONS:** This Agreement involves the property located at Fairway View,
4. legally described as _____

5. _____ ("Property").

6. Seller is City of Madison ("Seller").

7. Broker is United Prairie Realty ("Broker").
(Real Estate Company Name)

8. This Agreement starts on 1-5, 20 17, and ends at 11:59 p.m. on
9. 1-5, 20 20.

10. This Agreement may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Seller offers the Property for sale for the price of \$ _____, upon the following
12. terms: _____

13. **LISTING:** Seller gives Broker the ☐ **EXCLUSIVE** ☒ **NONEXCLUSIVE** right to provide the services specified below.
(Check one.)

14. **BROKER'S OBLIGATION:** Seller understands that Broker is not representing Seller as Seller's agent and owes Seller
15. no fiduciary duties other than as specified in this Agreement. Seller understands that confidential information about
16. price, terms and motivation for pursuing the transaction given to Broker shall be kept confidential unless Seller instructs
17. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
18. efforts and professional knowledge and skills to assist Seller in selling. Broker shall comply with Minnesota law regarding
19. escrow of funds related to the sale or purchase of property. Broker must disclose to potential purchasers all material
20. facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property, of which Broker is aware, which could adversely
21. and significantly affect an ordinary purchaser's use or enjoyment of the Property, or any intended use of the Property.

22. Broker shall, unless prohibited by governing authority,: (Check all that apply.)

23. ☐ list the Property in the Multiple Listing Service ("MLS").

24. ☒ assist in showing the Property to prospective buyers.

25. ☐ place a lock box with keys on the Property.

26. ☐ display a "For Sale" sign on the Property.

27. ☒ assist in the preparation of the *Purchase Agreement*.

28. ☐ provide Seller with information about other service providers related to the real estate transaction (e.g., real
29. estate closers).

30. ☒ assist the parties in completing the transaction.

31. ☐ provide the following additional services: _____

32. _____

33. _____

34. Seller shall grant Broker access to the Property and Seller authorizes Broker to market the Property, including submission
35. of data to an MLS. Seller understands this Agreement DOES NOT give Broker the authority to rent or manage the Property.
36. Broker may place information on the Internet concerning the Property, including sold information (except as limited to in
37. the following MLS Data Feed Options section). If Broker sells the Property, Broker may notify the MLS and member
38. REALTORS® of the price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota
39. Association of REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss, or vandalism.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

40. Page 2

41. Property located at Fairway View
42. **MLS DATA FEED OPTIONS:**
43. **EXPLANATIONS AND DEFINITIONS:**
44. **"IDX site"** means a web site operated by a broker participating in the MLS on which the broker can advertise the listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to register on the site or to have a brokerage relationship with the broker displaying listings on the site.
47. **"Virtual office web site" ("VOW")** means a web site operated by a broker participating in the MLS that delivers brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy. The MLS imposes various other rules and restrictions on VOWs.
53. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to the Internet display of the MLS input data for the Property are as follows:
55. **Option 1. Listing display on the Internet.** If Seller selects "No," this listing will not be included in MLS data feeds to Internet web sites that display property listing data, whether intended for advertising the Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
59. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No
60. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their searches.
63. **If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.**
64. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in Internet listing display, whether intended for advertising the Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
69. Shall the listing address (house and unit numbers and street name) be displayed on the Internet? ☐ Yes ☐ No
71. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based upon data from public records, MLS, and other sources, and incorporating certain assumptions. The accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant factors in valuing a property. Seller, by selecting "no," may prohibit display of an automated valuation of his or her listing adjacent to the listing.
78. Shall an automatic valuation of the Property listing or a link to an automated valuation be displayed adjacent to the listing? ☐ Yes ☐ No
80. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on his or her VOW or IDX site may add commentary representing his or her professional judgment regarding the listing's value, etc.
86. Shall comments or reviews of the Property by persons other than the displaying broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No

**FACILITATOR SERVICES AGREEMENT:
SELLER**

88. Page 3

89. Property located at _____.
90. **LISTED FOR LEASE:** The Property ☐ IS ☒ **IS NOT** currently listed for lease. If **IS**, the listing broker is _____
----- (Check one.) -----
91. _____ . If **IS NOT**, Seller ☐ **MAY** ☐ **MAY NOT** list the Property for lease during
----- (Check one.) -----
92. the terms of this Agreement with another broker.
93. Nothing in this Agreement shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
94. Property upon terms acceptable to both parties.
95. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property. Seller
96. agrees to provide Broker with necessary disclosures and documents to facilitate this transaction. Seller shall surrender
97. any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession or control,
98. to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey marketable title
99. by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary to transfer to
100. buyer marketable title to the Property. Seller has the full legal right to sell the Property.
101. Access to the Property: Seller authorizes access to the Property. Authorizing access means giving permission to another
102. person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security
103. codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through
104. a lockbox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
105. 1. access the Property;
106. 2. authorize other brokers and their associates, inspectors, appraisers, contractors, and other industry professionals
107. to access the Property at reasonable times and upon reasonable notice; and
108. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
109. Seller agrees to commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by
110. someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing
111. lease and provide tenant with proper notice in advance of any Property showing.
112. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos
113. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
114. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
115. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
116. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
117. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
118. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
119. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
120. **BROKER'S COMPENSATION:**
121. _____ Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this
122. Agreement, which fee shall be kept by Broker whether or not Seller sells the Property. The retainer fee will
123. apply toward satisfaction of any obligation to compensate Broker.
124. _____ Seller shall pay Broker, as Broker's compensation, _____ percent (%) of the selling price or
125. \$ _____, whichever is greater, if Seller sells or agrees to sell the Property during
126. the term of this Agreement.
127. _____ Seller authorizes Broker to share part of Broker's compensation with other real estate brokers assisting or
128. representing buyer(s).
129. X Other \$ 800 per Lot Sold
130. If, within _____ days (not to exceed six (6) months) after the expiration of this Agreement, Seller sells or agrees to
131. sell the Property to anyone who:
132. 1. during the term of this Agreement made inquiry of Seller about the Property and Seller did not tell Broker
133. about the inquiry; or
134. 2. during this Agreement made an affirmative showing of interest in the Property by responding to an advertisement, or
135. by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name
136. and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Agreement;

MN:FSA:S-3 (8/16)

**FACILITATOR SERVICES AGREEMENT:
SELLER**

137. Page 4

138. Property located at Fairway View.
139. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
140. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs a valid listing
141. contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement, under
142. which Seller is obligated to compensate another licensed real estate broker.
143. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds of the sale of
144. the Property in an amount equal to the compensation due to Broker under this Agreement.
145. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS
146. unless Broker notifies Seller otherwise in writing.
147. **CLOSING SERVICES:**
148. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE ASSISTING SELLER, OR REAL ESTATE CLOSING AGENT
149. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
150. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
151. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
152. understands that no one can require Seller to use a particular person in connection with a real estate closing and
153. that Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
154. Seller's choice for closing services. *(Initial one.)*
155. _____ Seller wishes to have Broker arrange for the closing.
(Seller) (Seller)
156. X _____ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
(Seller) (Seller)
157. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
158. effectively reduce the proceeds from the sale.
159. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
160. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
161. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
162. from FIRPTA withholding.
163. Seller represents and warrants that Seller ☐ IS ☐ IS NOT a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----
164. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
165. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
166. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
167. **or whether the withholding requirements of FIRPTA apply.**
168. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
169. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.
170. **NOTICE:** IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A SELLER, ACCEPTS A
171. SHOWING OF THE PROPERTY BY A BUYER BEING REPRESENTED BY THE SAME FACILITATOR
172. BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN BUYER REPRESENTATION
173. CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A BUYER'S BROKER.
174. A BUYER'S BROKER MUST ACT IN THE BUYER'S BEST INTEREST. IN THAT CASE, THE SELLER
175. WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.
176. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
177. Agreement. Seller consents to Broker representing such other potential sellers before, during, and after the expiration
178. of this Agreement.
179. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Seller, may have had a previous agency relationship
180. with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee assisting Seller, is legally
181. required to keep information regarding the ultimate price and terms the buyer would accept and the motivation for
182. buying confidential, if known.

MN:FSA:S-4 (8/16)

**FACILITATOR SERVICES AGREEMENT:
SELLER**

183. Page 5

184. Property located at Fairway View

185. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
186. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
187. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
188. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
189. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
190. loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

191. **FAIR HOUSING NOTICE:** Seller understands that Seller may not refuse to sell, or discriminate in the terms, conditions,
192. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
193. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
194. understands further that local ordinances may include other protected classes.

195. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
196. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees
197. to promptly inform Broker, in writing, of any notices of that type that Seller receives during the term of this Agreement.
198. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
199. balance, interest rate, payoff, and/or assumption figures, etc.) regarding any existing financing on this Property. A copy
200. of this document shall be as valid as the original.

201. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
202. transaction constitute valid, binding signatures.

203. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
204. fax, e-mail, or other means of communication during the term of this Agreement and anytime thereafter.

205. **OTHER:** All prior contracts ARE Terminated

206. _____

207. **BROKER**

208. **ACCEPTED BY:** UNITED Prairie Realty
(Real Estate Company Name)

209. By: Dany Hauck
(Licensee)

210. 1-5-17
(Date)

211. _____
(Address)

212. _____
(Phone)

213. _____
(E-Mail Address)

214. _____

215. _____

216. _____

217. _____

218. _____

219. _____

220. _____

221. _____

222. _____

223. _____

224. _____

225. _____

226. _____

227. _____

228. _____

229. _____

230. _____

231. _____

232. _____

SELLER

ACCEPTED BY: _____
(Seller)

(Date)

(Address)

(Phone)

(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

Dahle and Olson Realty
222 6th Avenue
PO Box 127
Madison, MN 56256
www.dahleandolsonrealty.com

FACILITATOR SERVICES AGREEMENT: SELLER

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
© 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date 12/22/2016

2. Page 1 of _____ pages

3. **DEFINITIONS:** This Agreement involves the property located at Fairway View,
4. legally described as Fairway View Lots
5. _____ ("Property").
6. Seller is City of Madison ("Seller").
7. Broker is Dahle and Olson Realty ("Broker").
(Real Estate Company Name)
8. This Agreement starts on December 22nd, 20 16, and ends at 11:59 p.m. on
9. December 22nd, 20 19.
10. This Agreement may only be canceled by written mutual agreement of the parties.
11. **PRICE:** Seller offers the Property for sale for the price of \$ 27,000.00, upon the following
12. terms: cash.
13. **LISTING:** Seller gives Broker the ☐ **EXCLUSIVE** ☐ **NONEXCLUSIVE** right to provide the services specified below.
(Check one.)
14. **BROKER'S OBLIGATION:** Seller understands that Broker is not representing Seller as Seller's agent and owes Seller
15. no fiduciary duties other than as specified in this Agreement. Seller understands that confidential information about
16. price, terms and motivation for pursuing the transaction given to Broker shall be kept confidential unless Seller instructs
17. Broker in writing to disclose specific information. Broker shall deal honestly with all parties. Broker shall use reasonable
18. efforts and professional knowledge and skills to assist Seller in selling. Broker shall comply with Minnesota law regarding
19. escrow of funds related to the sale or purchase of property. Broker must disclose to potential purchasers all material
20. facts as defined in MN Statute 82.68, Subd. 3, pertaining to the property, of which Broker is aware, which could adversely
21. and significantly affect an ordinary purchaser's use or enjoyment of the Property, or any intended use of the Property.
22. Broker shall, unless prohibited by governing authority, (Check all that apply.)
23. ☐ list the Property in the Multiple Listing Service ("MLS").
24. ☐ assist in showing the Property to prospective buyers.
25. ☐ place a lock box with keys on the Property.
26. ☐ display a "For Sale" sign on the Property.
27. ☐ assist in the preparation of the *Purchase Agreement*.
28. ☐ provide Seller with information about other service providers related to the real estate transaction (e.g., real
29. estate closers).
30. ☐ assist the parties in completing the transaction.
31. ☐ provide the following additional services: _____
32. _____
33. _____
34. Seller shall grant Broker access to the Property and Seller authorizes Broker to market the Property, including submission
35. of data to an MLS. Seller understands this Agreement DOES NOT give Broker the authority to rent or manage the Property.
36. Broker may place information on the Internet concerning the Property, including sold information (except as limited to in
37. the following MLS Data Feed Options section). If Broker sells the Property, Broker may notify the MLS and member
38. REALTORS® of the price and terms of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota
39. Association of REALTORS®, nor any other broker is insuring Seller or occupant against theft, loss, or vandalism.

**FACILITATOR SERVICES AGREEMENT:
SELLER**

40. Page 2

41. Property located at Fairway View
42. **MLS DATA FEED OPTIONS:**
43. **EXPLANATIONS AND DEFINITIONS:**
44. "IDX site" means a web site operated by a broker participating in the MLS on which the broker can advertise the
45. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
46. register on the site or to have a brokerage relationship with the broker displaying listings on the site.
47. "Virtual office web site" ("VOW") means a web site operated by a broker participating in the MLS that delivers
48. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
49. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
50. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
51. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.
52. The MLS imposes various other rules and restrictions on VOWs.
53. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to the
54. Internet display of the MLS input data for the Property are as follows:
55. **Option 1. Listing display on the Internet.** If Seller selects "No," this listing will not be included in MLS data feeds
56. to Internet web sites that display property listing data, whether intended for advertising the Property or
57. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
58. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
59. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No
60. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who
61. conduct searches for listings on the Internet will not see information about the Property in response to
62. their searches.
63. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.
64. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Seller selects
65. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
66. Internet listing display, whether intended for advertising the Property or providing online brokerage services
67. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
68. means, including e-mail, fax, mail, hand delivery, and orally.
69. Shall the listing address (house and unit numbers and street name) be displayed
70. on the Internet? ☐ Yes ☐ No
71. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be
72. displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
73. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
74. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
75. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
76. factors in valuing a property. Seller, by selecting "no," may prohibit display of an automated valuation of his
77. or her listing adjacent to the listing.
78. Shall an automatic valuation of the Property listing or a link to an automated
79. valuation be displayed adjacent to the listing? ☐ Yes ☐ No
80. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed
81. with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
82. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
83. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
84. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
85. the listing's value, etc.
86. Shall comments or reviews of the Property by persons other than the displaying
87. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No

**FACILITATOR SERVICES AGREEMENT:
SELLER**

88. Page 3

89. Property located at Fairway View.
90. LISTED FOR LEASE: The Property ☐ IS ☒ IS NOT currently listed for lease. If IS, the listing broker is
.....(Check one.).....
91. Dahle and Olson Realty. If IS NOT, Seller ☐ MAY ☒ MAY NOT list the Property for lease during
.....(Check one.).....
92. the terms of this Agreement with another broker.
93. Nothing in this Agreement shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
94. Property upon terms acceptable to both parties.
95. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property. Seller
96. agrees to provide Broker with necessary disclosures and documents to facilitate this transaction. Seller shall surrender
97. any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession or control,
98. to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey marketable title
99. by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary to transfer to
100. buyer marketable title to the Property. Seller has the full legal right to sell the Property.
101. **Access to the Property:** Seller authorizes access to the Property. Authorizing access means giving permission to another
102. person to enter the Property, with or without a licensed salesperson present, disclosing to the other person any security
103. codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through
104. a lockbox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
105. 1. access the Property;
106. 2. authorize other brokers and their associates, inspectors, appraisers, contractors, and other industry professionals
107. to access the Property at reasonable times and upon reasonable notice; and
108. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
109. Seller agrees to commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by
110. someone other than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing
111. lease and provide tenant with proper notice in advance of any Property showing.
112. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos
113. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
114. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
115. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
116. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
117. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
118. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
119. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
120. **BROKER'S COMPENSATION:**
121. _____ Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this
122. Agreement, which fee shall be kept by Broker whether or not Seller sells the Property. The retainer fee will
123. apply toward satisfaction of any obligation to compensate Broker.
124. _____ Seller shall pay Broker, as Broker's compensation, _____ percent (%) of the selling price or
125. \$ 800.00, whichever is greater, if Seller sells or agrees to sell the Property during
126. the term of this Agreement.
127. _____ Seller authorizes Broker to share part of Broker's compensation with other real estate brokers assisting or
128. representing buyer(s).
129. _____ Other _____
130. If, within _____ days (*not to exceed six (6) months*) after the expiration of this Agreement, Seller sells or agrees to
131. sell the Property to anyone who:
132. 1. during the term of this Agreement made inquiry of Seller about the Property and Seller did not tell Broker
133. about the inquiry; or
134. 2. during this Agreement made an affirmative showing of interest in the Property by responding to an advertisement, or
135. by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose name
136. and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Agreement;

**FACILITATOR SERVICES AGREEMENT:
SELLER**

137. Page 4

138. Property located at Fairway View.
139. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
140. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs a valid listing
141. contract or facilitator services agreement for this Property after the expiration or cancellation of this Agreement, under
142. which Seller is obligated to compensate another licensed real estate broker.
143. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds of the sale of
144. the Property in an amount equal to the compensation due to Broker under this Agreement.
145. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS
146. unless Broker notifies Seller otherwise in writing.
147. **CLOSING SERVICES:**
148. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE ASSISTING SELLER, OR REAL ESTATE CLOSING AGENT
149. HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS
150. REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING ITSELF.
151. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
152. understands that no one can require Seller to use a particular person in connection with a real estate closing and
153. that Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
154. Seller's choice for closing services. *(Initial one.)*
155. _____ Seller wishes to have Broker arrange for the closing.
(Seller) (Seller)
156. _____ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
(Seller) (Seller)
157. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
158. effectively reduce the proceeds from the sale.
159. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
160. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
161. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
162. from FIRPTA withholding.
163. Seller represents and warrants that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----
164. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
165. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should seek appropriate legal and
166. tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person
167. or whether the withholding requirements of FIRPTA apply.
168. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
169. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.
170. **NOTICE:** IN THE EVENT A FACILITATOR BROKER OR LICENSEE, WORKING WITH A SELLER, ACCEPTS A
171. SHOWING OF THE PROPERTY BY A BUYER BEING REPRESENTED BY THE SAME FACILITATOR
172. BROKER OR ANY OF ITS LICENSEES, PURSUANT TO A WRITTEN BUYER REPRESENTATION
173. CONTRACT, THEN THE FACILITATOR BROKER OR LICENSEE MUST ACT AS A BUYER'S BROKER.
174. A BUYER'S BROKER MUST ACT IN THE BUYER'S BEST INTEREST. IN THAT CASE, THE SELLER
175. WILL NOT RECEIVE ADVICE AND COUNSEL FROM THE BROKER OR LICENSEE.
176. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
177. Agreement. Seller consents to Broker representing such other potential sellers before, during, and after the expiration
178. of this Agreement.
179. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee assisting Seller, may have had a previous agency relationship
180. with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee assisting Seller, is legally
181. required to keep information regarding the ultimate price and terms the buyer would accept and the motivation for
182. buying confidential, if known.

MN:FSA-S-4 (8/16)

**FACILITATOR SERVICES AGREEMENT:
SELLER**

183. Page 5

184. Property located at Fairway View

185. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
186. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
187. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
188. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
189. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
190. loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

191. **FAIR HOUSING NOTICE:** Seller understands that Seller may not refuse to sell, or discriminate in the terms, conditions,
192. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
193. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
194. understands further that local ordinances may include other protected classes.

195. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
196. agency, or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees
197. to promptly inform Broker, in writing, of any notices of that type that Seller receives during the term of this Agreement.
198. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
199. balance, interest rate, payoff, and/or assumption figures, etc.) regarding any existing financing on this Property. A copy
200. of this document shall be as valid as the original.

201. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
202. transaction constitute valid, binding signatures.

203. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
204. fax, e-mail, or other means of communication during the term of this Agreement and anytime thereafter.

205. **OTHER:**

206. _____

207. **BROKER**

208. **ACCEPTED BY:** Dahle and Olson Realty
(Real Estate Company Name)

209. By: Michael Dahle
(Licensee) Michael Dahle

210. _____
(Date)

211. 222 6th Ave P.O. Box 127 Madison, MN
(Address)

212. 320-598-7830
(Phone)

213. mike@dahleandolsonrealty.com
(E-Mail Address)

214.

215.

216.

217.

218.

219.

220.

221.

MN:FSA:S-5 (8/16)

SELLER

ACCEPTED BY: _____
(Seller)

(Date)

(Address)

(Phone)

(E-Mail Address)

SELLER

ACCEPTED BY: _____
(Seller)

(Date)

(Address)

(Phone)

(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



FIRE ALARM CHECKOUT PROPOSAL

AUTOMATIC BUILDING CONTROLS, INC.

Customer Code: LBMADMN

4300 W 61ST Street N • Sioux Falls, SD 57107 • 605-336-1200 • FAX 605-336-0088 Date: 12/14/16

Location: **Madison Public Library**

401 6th Avenue
Madison, MN 56256

Bill To: **Madison Public Library**

401 6th Avenue
Madison, MN 56256

The following is included in the Annual Fire Alarm Checkout: per NFPA Code 72

1. Check wiring for shorts, opens, resistance to ground and correct circuit wiring.
2. Check end of line resistor, diode or capacitor.
3. Test all manual stations, clean, meter, calibrate all smoke, beam and flame detectors, spot check thermal detectors.
4. Test all signals - horns, bells, chimes, lights, strobes and speakers.
5. Test zone annunciation and remote annunciation.
6. Test zone coding and pre-signals.
7. Test local and remote trouble signals.
8. Test city connect, fan shutdown, elevator recall functions, and auxiliary functions.
9. Test sprinkler flow indication and tamper indication.
10. Test batteries for proper voltage and charge current.
11. Instruct owner regarding panel operation and system operation.
12. Present owner with a Fire Alarm Test Report listing system condition.

The above checkout is routine Annual maintenance. Any repairs or replacement of defective material will be stated on the Fire Alarm Test report. Proper authorization will be required before Automatic Building Controls Inc. will proceed with necessary repairs.

Total price will be a sum of \$484.00 for a complete checkout as stated, to be completed and billed in December of 2017.

Please "X" here if Sales Tax Exempt _____

To accept this proposal, ***please sign and return one copy.*** Price is good for 30 days.

| | |
|------------------------|------|
| CUSTOMER | |
| Madison Public Library | |
| SIGNATURE | |
| NAME | |
| TITLE | DATE |

| | |
|-----------------------------------|---------------|
| AUTOMATIC BUILDING CONTROLS, INC. | |
| SIGNATURE <i>Monte Dumke</i> | |
| NAME Monte Dumke | |
| TITLE | DATE 12/14/16 |

LAW ENFORCEMENT SERVICES AGREEMENT

This is an Agreement between the County of Lac qui Parle and the Lac qui Parle County Sheriff (hereinafter collectively referred to as the “County” unless the Sheriff is specifically referenced separately), and the City of Madison (hereinafter referred to as the “City”), to provide additional law enforcement services to the City of Madison, Minnesota.

WHEREAS, for the past several years, the City has retained the services of the Lac qui Parle County Sheriff Office to provide general law enforcement services within the City of Madison and the City desires to continue such arrangement;

WHEREAS, the County is agreeable to continuing to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by the provisions of Minnesota Statute § 436.05;

NOW THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the County and the City agree as follows:

I. SCOPE OF SERVICES

- A. The County shall provide law enforcement services to the City through the Lac qui Parle County Sheriff’s Office, which services will include, but not be limited to, the following:
 - 1. Patrol services with random patrolling of residential areas, businesses, parks and other public property areas;
 - 2. Enforcement of Minnesota State Statutes and those Municipal Ordinances that are directly related to criminal, traffic and public safety issues;
 - 3. Conduct criminal investigations;
 - 4. Responses to medical, fire and other emergencies as appropriate;
 - 5. Dispatching and other necessary communication services;
 - 6. Driver’s license inspections, background checks and license enforcement services, as called for under applicable state law and municipal ordinances;
 - 7. Special event traffic patrol and patrol services for community festivals or other special events as agreed to by the parties. The City agrees to reimburse the Sheriff for any additional costs in providing said service;
 - 8. Assist City departments in the performance of their duties as necessary to preserve the peace; and
 - 9. Quarterly attendance of the Sheriff or Sheriff’s designee at City Council meetings.

- B. Except as otherwise herein specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Lac qui Parle under state statutes.
- C. The manner and standards of performance, the discipline of officers and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County.
- D. The County's contractual obligations under this Agreement do not lessen the County's obligation to provide patrol and police protection services to the City imposed by any other law.
- E. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, except as specifically set forth in this agreement.
- F. All deputy sheriffs, clerks, dispatchers and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- A. Except as otherwise provided herein, the City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City, and the County hereby assumes said liabilities.
- B. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of this contract; and the County hereby agrees to hold harmless the City against any such claim.
- C. The City, its officers and employees shall not be deemed to assume any liability for the intentional or negligent acts of the County or the County's employees performing services pursuant to this Agreement, and the County shall hold the City, its officers and employees harmless from and shall defend and indemnify the City, its officers and employees against any claim for damages arising out of the County's performance of this Agreement.
- D. The County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of the City or of any other officers, agents or employees thereof, and the City shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages arising out of the City's performance of this Agreement.

- E. During the term of this Agreement, the County shall maintain automobile, general liability, workers' compensation and public officials' liability insurance in amounts deemed appropriate by the County.

III. TERM OF AGREEMENT/TERMINATION

- A. Performance of services pursuant to this Agreement shall commence January 1, 2017 and shall be in effect through December 31, 2017. Thereafter, this Agreement shall automatically renew for additional one year terms unless notice is provided of the intent not to renew the Agreement pursuant to the terms set forth herein.
- B. The County agrees to provide a minimum of 70 hours of dedicated service to the City for those services set forth herein. It is understood between the parties that the actual patrol hours may vary from week to week due to availability of personnel, investigations and other administrative duties performed by the County for benefit of the City. In addition, the parties understand that dedicated service may also include routine patrol within two miles of the City limits including the Airport. All additional time shall be at the Sheriff's sole discretion as he deems appropriate.
- C. Either party may terminate this Agreement by written notice to the other of its intention to terminate. The Agreement shall terminate six (6) months following notice being given unless the parties mutually agree in writing to a different time period. Notice to the County shall be given to the County Board and the Sheriff in person or by certified mail, and Notice to the City shall be given to the City Council and City Manager in person or by certified mail. Any amounts due under this Agreement shall be prorated to the date of Termination.
- D. In the event this Agreement is terminated or not renewed by the City, and layoffs are necessitated due to the termination, the City agrees to reimburse the County on a monthly basis for unemployment compensation costs charged to the County due to the deputies or other employees placed on layoff for a period not to exceed six (6) months from the date of termination of the Agreement. In the event this Agreement is terminated or not renewed by the County, the County shall assume full responsibility for any unemployment compensation costs or other expenses relative to any deputies or other employees hired by the County to provide service under this Agreement.
- E. Notwithstanding any other provision this contract may be terminated:
 - a. In the event that the City is in default for non-payment and fails to cure the default after 30 days written notice; or
 - b. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.

IV. PAYMENT

- A. Subject to the terms and conditions herein, the City shall pay the sum of **\$212,894.31** per year which shall be payable in equal quarterly installments, beginning January 15th, 2017, and April 15th, July 15th and September 15th thereafter. In addition, the City agrees to be responsible for the County's initial expenses incurred relative to this Agreement. The County agrees to provide an itemization of said expenses to the City prior to incurring any expenses. The City shall reimburse the County upon billing.
- B. The parties agree to revisit the County's costs and expenses associated with this Agreement during each year of the Agreement. The County shall notify the City in writing of any increased or decreased costs for the services being performed hereunder by December 1st. If the City does not accept the proposed change in costs, or the parties do not agree in writing to a different amount or change in services, then the Agreement shall expire six (6) months thereafter but the Agreement shall continue upon the same terms and conditions of the previous year.

V. FINES AND FORFEITURES

- A. It is understood that prosecutions for violations of state statutes and of County Ordinances, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules and judicial orders.
- B. Funds received as a result of any fines for violation of City ordinances and statutory violations within the City for the preceding calendar year shall be remitted to the City by Court Administration pursuant to Court procedures.
- C. The County shall receive and retain funds any property received as the result of any forfeitures. All revenues received as a result of any forfeitures collected by the Sheriff or Court shall be disbursed according to statute.
- D. The County shall receive penalty assessments and costs of prosecution incurred by the County. The City shall receive penalty assessments and costs of prosecution incurred by the City.

VI. EQUIPMENT AND VEHICLES

- A. As part of the Agreement, County shall be responsible for the necessary vehicles and equipment, and any repair and maintenance, to perform the services under this Agreement and the same shall be sole property of the County.

VII. GENERAL PROVISIONS

- A. The County shall be responsible for all law enforcement costs, including telephone service, internet services, office supplies and equipment.

- B. The Sheriff's Office shall submit to the City quarterly activity reports detailing the activities of the Sheriff's Office within the City. Notwithstanding the provisions of this section, no information will be provided which would violate the Minnesota Government Data Practices Act.
- C. The City may contract with the County for law enforcement services in addition to those provided in this Agreement.
- D. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the City, and attached to the original of this Agreement.
- E. This agreement shall be interpreted under the laws of the State of Minnesota.
- F. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- G. This instrument contains the entire Agreement of the parties, and supersedes all oral agreements and negotiations between the parties relating to, its subject matter.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the dates below written.

COUNTY OF LAC QUI PARLE, MN

Date: _____

By:
County Board Chairman

Attest: _____
By:
County Auditor

By: Lou Sager, Sheriff

Approved as to form and execution:

By: Richard G. Stulz
Lac qui Parle County Attorney

CITY OF MADISON, MN

Date: _____

By: Greg Thole, Mayor

Attest: _____
By: Kathy Weber, City Clerk

**CITY OF MADISON MINNESOTA
RESOLUTION 17-10**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

**RESOLUTION SUPPORTING THE DEPARTMENT OF CORRECTIONS
LEASE AND OPERATION OF THE PRAIRIE CORRECTIONAL
FACILITY IN APPLETON**

WHEREAS, according to the Minnesota Department of Corrections, the State of Minnesota's prison population exceeds capacity; and

WHEREAS, the Minnesota Department of Corrections is housing over 500 inmates in county jails where they cannot receive critical rehabilitation services available in State correctional facilities; and

WHEREAS, the Minnesota Department of Corrections projects the State of Minnesota's prison population will grow by at least an additional 500 inmates by the year 2020; and

WHEREAS, the State of Minnesota will continue to face financial challenges such as interest, debt service, maintenance, and annual operating costs associated with any new facility construction and/or maintenance of existing, aging facilities; and

WHEREAS, the City of Appleton is home to a vacant and well-maintained prison facility with adequate space to meet the Department of Corrections' current and future needs; and

WHEREAS, up to 350 people from 24 surrounding counties worked at the Appleton prison when it was in use, generating an estimated \$15.2 million for the regional economy; and

WHEREAS, many ancillary businesses in the region and their workers benefitted when the Appleton prison was in use; and

WHEREAS, the region offers robust infrastructure to provide rehabilitation services for State of Minnesota inmates and a great quality of life for working families; and

WHEREAS, the cost to the State of Minnesota to lease the Appleton prison is estimated to be \$6-8 million per year, plus annual operating costs – substantially lower than constructing and maintaining new, permanent correctional facilities; and

WHEREAS, it is practical that the State of Minnesota do its due diligence to fairly consider the costs associated with leasing and operating the Appleton prison before constructing new, permanent correctional facilities;

NOW THEREFORE BE IT RESOLVED, that on the 9th day of January, 2017, the City Council of the City of Madison, Minnesota, declared its support for a proposal for the State of Minnesota to lease and operate the Appleton prison with State of Minnesota public employees to provide much-needed jobs and economic development for the people of West Central Minnesota and to provide effective rehabilitation services for inmates needed to reduce recidivism.

Upon vote taken thereon, the following voted

For:
Against:
Absent:

Whereupon said Resolution 17-10 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole, Mayor

Attest: _____
Kathleen Weber, City Clerk

**CITY OF MADISON, MINNESOTA
RESOLUTION 17-11**

STATE OF MINNESOTA)
COUNTY OF LAC QUI PARLE)
CITY OF MADISON)

**RESOLUTION FOR PERMANENT TRANSFER AND
CLOSING FUND NO. 405 – SWIMMING POOL PROJECT FUND
EFFECTIVE DECEMBER 31, 2016**

WHEREAS the City of Madison has fully completed the Madison Swimming Pool Improvement Project; and

WHEREAS all financial pledges toward the project have now been realized, and there is no further need to administer transactions through Fund No. 405 Swimming Pool Project.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Madison, Lac qui Parle County, Minnesota closes Fund No. 405 Swimming Pool Project Fund and authorizes a permanent transfer of funds loaned from the General Fund in the amount of \$60,462 effective to December 31, 2016.

Upon vote taken thereon, the following voted:

For:
Against:
Absent:

Whereupon said Resolution No. 17-11 was declared duly passed and adopted this 9th day of January, 2017.

Greg Thole
Mayor

Attest: _____
Kathleen Weber
City Clerk

SCHEDULED CLAIMS LIST

Klein CK # 25339-25365

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST GL ACCOUNT | CK SQ |
|-------------------------------|------|----------|--------------|--------------------------|----------------|-------------------|-------|
| BANK 1 - KLEIN/UNITED PRAIRIE | | | | | | | |
| 110 ARCTIC GLACIER USA, INC | | | | | | | |
| 1951636403 | 1 | 12/30/16 | 12/30/16 | LIQ-ICE | 45.06 | 609 609-49750-251 | 1 |
| | | | | INVOICE TOTAL | 45.06 | | |
| | | | | VENDOR TOTAL | 45.06 | | |
| 120 ARNESON TIRE SHOP | | | | | | | |
| 4510 | 1 | 12/30/16 | 12/30/16 | STR-GRIPS/WHEELS/TIRE/DI | 790.00 | 101 101-43100-221 | 1 |
| | | | | INVOICE TOTAL | 790.00 | | |
| | | | | VENDOR TOTAL | 790.00 | | |
| 172 BELLBOY CORPORATION | | | | | | | |
| 56926500 | 1 | 12/30/16 | 12/30/16 | LIQ-LIQUOR | 1,126.75 | 609 609-49750-251 | 1 |
| | | | | INVOICE TOTAL | 1,126.75 | | |
| | | | | VENDOR TOTAL | 1,126.75 | | |
| 190 BEVERAGE WHOLESALERS | | | | | | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | LIQ-BEER & LIQUOR | 749.45 | 609 609-49750-251 | 1 |
| | | | | INVOICE TOTAL | 749.45 | | |
| | | | | VENDOR TOTAL | 749.45 | | |
| 510 CITY OF MADISON | | | | | | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | ELEC-DEP.REF-J.OSTERAAS | 150.00 | 604 604-22000 | 1 |
| | 2 | | | ELEC-DEP.INT-J.OSTERAAS | .77 | 604 604-49590-602 | 1 |
| | | | | INVOICE TOTAL | 150.77 | | |
| | | | | VENDOR TOTAL | 150.77 | | |
| 642 DAKOTA SUPPLY GROUP | | | | | | | |
| c612358 | 1 | 12/30/16 | 12/30/16 | WT-HYDRANT REPAIR | 176.44 | 601 601-49430-407 | 1 |
| | | | | INVOICE TOTAL | 176.44 | | |
| | | | | VENDOR TOTAL | 176.44 | | |
| 2112 GOPHER STATE ONE CALL | | | | | | | |
| 6120533 | 1 | 12/30/16 | 12/30/16 | WT-DIGGING CALLS | .90 | 601 601-49400-409 | 1 |
| | 2 | | | SEW-DIGGING CALLS | .90 | 602 602-49450-409 | 1 |
| | 3 | | | ELEC-DIGGING CALLS | .90 | 604 604-49570-409 | 1 |
| | | | | INVOICE TOTAL | 2.70 | | |
| | | | | VENDOR TOTAL | 2.70 | | |
| 3139 LQP COUNTY RECORDER | | | | | | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | PICTOMETRY SUBSCRIPTION | 300.00 | 101 101-41910-409 | 1 |
| | | | | INVOICE TOTAL | 300.00 | | |
| | | | | VENDOR TOTAL | 300.00 | | |
| 1550 MACQUEEN EQUIP. INC. | | | | | | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | STR-WEAR PLATE/CURB SHOE | 508.86 | 101 101-43100-224 | 1 |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST GL ACCOUNT | CK SQ |
|-----------|------|----------|--------------|--------------------------------|----------------|-------------------|-------|
| | | | | INVOICE TOTAL | 508.86 | | |
| | | | | VENDOR TOTAL | 508.86 | | |
| 12302016 | | | | 3340 MADISON AUTO PARTS | | | |
| | 1 | 12/30/16 | 12/30/16 | STR-FUEL FILTER | 40.74 | 101 101-43100-221 | 1 |
| | 2 | | | STR-OIL FILTER GASKET | 20.10 | 101 101-43100-221 | 1 |
| | 3 | | | CTY HALL-UTILITY CART | 79.99 | 101 101-41940-240 | 1 |
| | 4 | | | ENVIRO-OIL FILTER | 4.45 | 101 101-44140-219 | 1 |
| | 5 | | | STR-M C ID BAR | 18.24 | 101 101-43100-221 | 1 |
| | 6 | | | STR-OIL DRY | 16.24 | 101 101-43100-215 | 1 |
| | | | | INVOICE TOTAL | 179.76 | | |
| | | | | VENDOR TOTAL | 179.76 | | |
| 12302016 | | | | 1560 MADISON BOTTLING CO. | | | |
| | 1 | 12/30/16 | 12/30/16 | LIQ-BEER | 3,958.40 | 609 609-49750-251 | 1 |
| | | | | INVOICE TOTAL | 3,958.40 | | |
| | | | | VENDOR TOTAL | 3,958.40 | | |
| 12302016 | | | | 1623 MADISON WELDING & REPAIR | | | |
| | 1 | 12/30/16 | 12/30/16 | FIRE-RECHARGE EXTINGUISH | 49.00 | 101 101-42200-221 | 1 |
| | 2 | | | SK RINK-MOUNTING PLATE | 48.89 | 101 101-45127-401 | 1 |
| | | | | INVOICE TOTAL | 97.89 | | |
| | | | | VENDOR TOTAL | 97.89 | | |
| 689463 | | | | 1927 MINNESOTA ELEVATOR | | | |
| | 1 | 12/30/16 | 12/30/16 | LIB-ELEVATOR CHECK 1/17 | 230.29 | 101 101-45500-404 | 1 |
| | | | | INVOICE TOTAL | 230.29 | | |
| | | | | VENDOR TOTAL | 230.29 | | |
| 123022016 | | | | 1840 MN DEPT. OF AGRICULTURE | | | |
| | 1 | 12/30/16 | 12/30/16 | PARKS-PESTICIDE APPLICAT | 75.00 | 101 101-45200-437 | 1 |
| | | | | INVOICE TOTAL | 75.00 | | |
| | | | | VENDOR TOTAL | 75.00 | | |
| 12302016 | | | | 1865 MN ENERGY RESOURCES | | | |
| | 1 | 12/30/16 | 12/30/16 | PAC-12/16 NAT GAS | 1,358.33 | 101 101-45180-380 | 1 |
| | | | | INVOICE TOTAL | 1,358.33 | | |
| | | | | VENDOR TOTAL | 1,358.33 | | |
| 12302016 | | | | 1915 MN RURAL WATER ASSOCIATIO | | | |
| | 1 | 12/30/16 | 12/30/16 | WATER MEMBERSHIP DUES-20 | 250.00 | 601 601-49400-433 | 1 |
| | | | | INVOICE TOTAL | 250.00 | | |
| | | | | VENDOR TOTAL | 250.00 | | |
| 843962 | | | | 1541 MVTI LABORATORIES INC | | | |
| | 1 | 12/30/16 | 12/30/16 | SEW-REGULAR TESTING | 110.00 | 602 602-49450-409 | 1 |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST GL ACCOUNT | CK SQ |
|-----------|------|-------------|-----------------|--------------------------------|-------------------|-------------------|----------|
| | | | | INVOICE TOTAL | 110.00 | | |
| 844276 | 1 | 12/30/16 | 12/30/16 | WT-REGULAR TESTING | 15.75 | 601 601-49400-409 | 1 |
| | | | | INVOICE TOTAL | 15.75 | | |
| 844842 | 1 | 12/30/16 | 12/30/16 | WT-REGULAR TESTING | 14.40 | 601 601-49400-409 | 1 |
| | 2 | | | SEW-REGULAR TESTING | 110.00 | 602 602-49450-409 | 1 |
| | | | | INVOICE TOTAL | 124.40 | | |
| | | | | VENDOR TOTAL | 250.15 | | |
| | | | | 2025 NALCO COMPANY | | | |
| 65088583 | 1 | 12/30/16 | 12/30/16 | WT-NALCLEAR | 271.04 | 601 601-49400-233 | 1 |
| | | | | INVOICE TOTAL | 271.04 | | |
| | | | | VENDOR TOTAL | 271.04 | | |
| | | | | 2072 NORTHERN BUSINESS PRODUCT | | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | LIQ-TONER/PENS | 78.92 | 101 101-41320-201 | 1 |
| | 2 | | | ADMIN-OFFICE SUPPLIES | 59.90 | 101 101-41320-201 | 1 |
| | 3 | | | ADMIN-CALENDARS/PLANNERS | 97.96 | 101 101-41320-201 | 1 |
| | 4 | | | COUNCIL-CARAFES | 105.35 | 101 101-41110-201 | 1 |
| | | | | INVOICE TOTAL | 342.13 | | |
| | | | | VENDOR TOTAL | 342.13 | | |
| | | | | 3286 NOVAK, DANA | | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | CTY HALL-SNOW REMOVAL 12 | 40.00 | 101 101-41940-310 | 1 |
| | | | | INVOICE TOTAL | 40.00 | | |
| | | | | VENDOR TOTAL | 40.00 | | |
| | | | | 2291 PRAIRIE FIVE COMMUNITY AC | | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | 2016 CONTRIBUTION-RIDES | 3,500.00 | 101 101-46600-491 | 1 |
| | | | | INVOICE TOTAL | 3,500.00 | | |
| 12302016B | 1 | 12/30/16 | 12/30/16 | 2016 BUS-RIDES | 1,345.45 | 101 101-46600-491 | 1 |
| | | | | INVOICE TOTAL | 1,345.45 | | |
| | | | | VENDOR TOTAL | 4,845.45 | | |
| | | | | 2303 PRO-BUILD | | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | STR-1X12 BOARD | 55.70 | 101 101-43100-221 | 1 |
| | | | | INVOICE TOTAL | 55.70 | | |
| | | | | VENDOR TOTAL | 55.70 | | |
| | | | | 2416 RURAL SOLUTIONS INC | | | |
| 6955 | 1 | 12/30/16 | 12/30/16 | LIQ-CAMERA INSTALLATION | 150.00 | 609 609-49750-404 | 1 |
| | | | | INVOICE TOTAL | 150.00 | | |
| 6965 | 1 | 12/30/16 | 12/30/16 | WT-MONITOR/ROUTER/KEYBOA | 359.03 | 601 601-49400-409 | 1 |
| | | | | INVOICE TOTAL | 359.03 | | |

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST GL ACCOUNT | CK SQ |
|--------------------------------|------|-------------|-----------------|--------------------------|-------------------|-------------------|----------|
| VENDOR TOTAL | | | | | 509.03 | | |
| 3339 SCHOOL SPECIALTY | | | | | | | |
| 2081176530 | 1 | 12/30/16 | 12/30/16 | ADMIN-WELLNESS-PEDOMETER | 194.85 | 101 101-41320-194 | 1 |
| INVOICE TOTAL | | | | | 194.85 | | |
| VENDOR TOTAL | | | | | 194.85 | | |
| 2454 SELECTACCOUNT | | | | | | | |
| 123020216 | 1 | 12/30/16 | 12/30/16 | HEALTH SAVINGS-JAN/FEB/M | 77.07 | 601 601-49400-131 | 1 |
| | 2 | | | HEALTH SAVINGS-JAN/FEB/M | 150.00 | 604 604-49570-131 | 1 |
| INVOICE TOTAL | | | | | 227.07 | | |
| VENDOR TOTAL | | | | | 227.07 | | |
| 2670 THOLE ELECTRIC | | | | | | | |
| 2717 | 1 | 12/30/16 | 12/30/16 | THEATRE-STEPLIGHTS | 1,928.48 | 101 101-45181-404 | 1 |
| INVOICE TOTAL | | | | | 1,928.48 | | |
| VENDOR TOTAL | | | | | 1,928.48 | | |
| 2940 WESTERN GUARD | | | | | | | |
| 123016 | 1 | 12/30/16 | 12/30/16 | LIQ-ADVERTISING EXP | 468.26 | 609 609-49750-342 | 1 |
| INVOICE TOTAL | | | | | 468.26 | | |
| 12302016 | 1 | 12/30/16 | 12/30/16 | ELEC-BRIGHT ENERGY AD | 65.81 | 604 604-49590-351 | 1 |
| | 2 | | | ADMIN-DEP CLERK AD | 101.25 | 604 604-49590-351 | 1 |
| | 3 | | | ADMIN-DEP CLERK AD | 165.00 | 604 604-49590-351 | 1 |
| | 4 | | | COUNCIL-ORDINANCES | 70.88 | 101 101-41110-351 | 1 |
| | 5 | | | SK RINK-HELP WANTED | 27.00 | 101 101-45127-351 | 1 |
| | 6 | | | ADMIN-CHRISTMAS AD | 109.25 | 101 101-41320-342 | 1 |
| | 7 | | | ELEC-BRIGHT ENERGY AD | 65.81 | 604 604-49590-351 | 1 |
| | 8 | | | COUNCIL-PUBLIC HEARING | 46.89 | 101 101-41110-351 | 1 |
| | 9 | | | COUNCIL-PUBLIC HEARING | 46.89 | 101 101-41110-351 | 1 |
| | 10 | | | COUNCIL-MEETING AD | 4.54 | 101 101-41110-351 | 1 |
| INVOICE TOTAL | | | | | 703.32 | | |
| VENDOR TOTAL | | | | | 1,171.58 | | |
| BANK 1 - KLEIN/UNITED PR TOTAL | | | | | 19,835.18 | | |
| TOTAL MANUAL CHECKS | | | | | .00 | | |
| TOTAL E-PAYMENTS | | | | | .00 | | |
| TOTAL PURCH CARDS | | | | | .00 | | |
| TOTAL ACH PAYMENTS | | | | | .00 | | |
| TOTAL OPEN PAYMENTS | | | | | 19,835.18 | | |
| GRAND TOTALS | | | | | 19,835.18 | | |