

**CITY OF MADISON**  
**AGENDA AND NOTICE OF MEETING**  
Regular Meeting of the City Council – **5:00 P.M.**  
**Monday, December 10, 2018**  
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 November 26, 2018 regular meeting are enclosed. A MOTION is in order. (Council)

**4. 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)

**5. CONSENT AGENDA**

A.	Mobile 311 – November – receive	Page 4
B.	MMUA Safety Schedule – 2019 – receive	Page 7
C.	Cash and Investment Balance – November 2018 – receive	Page 8
D.	Computer Commuter – November 2018 – receive	Page 9
E.	Liquor License – Updated 2019 – Approve	Page 10
F.	Liquor Store Report – November 2018 – receive	Page 11
G.	MEDA Loan Note Status – November 2018 – receive	Page 12
H.	MRES Notice of S-1 Rates – receive	Page 13
I.	Council Revenue/Expenditure – November 2018 – receive	Page 25
J.	Water Report – November 2018 – receive	Page 29
K.	Regular Drill Minutes – November 2018 – receive	Page 30
L.	Relief Annual Meeting Notice – receive	Page 32

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

**6. UNFINISHED AND NEW BUSINESS**

- A. City Council Checklist. A DISCUSSION may be in order. (Manager, Council) Page 33
- B. City Engineer Invoice Approval. A DISCUSSION may be in order. (Engineer, Manager, Council) Page 41
- C. **Public Hearing** - Resolution 18-43– Sanitation Rate Change. A DISCUSSION and MOTION may be in order. (Manager, Council)

- Page 43
- D. **Public Hearing** – Resolution 18-44 – Adopting the General Fund Budget.  
A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 44
- E. Resolution 18-45 – Adopting the Non General Fund Budget. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 45
- F. Resolution 18-46– Adopting the Final Tax Levy. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Handout
- G. Resolution 18-47 – Establishing Commercial Water and Sewer EDU’s.  
A DISCUSSION and MOTION may be in order. (Manager, Council)
- Handout
- H. Resolution 18-48 – Budgeted Fund Transfers. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 46
- I. Approval of City Contracts. A DISCUSSION and MOTION may be in order. (Attorney, Manager, Council)
1. Independent Contractor Agreement – Bart Hill
  2. City Attorney Retainer Agreement – Swenson, Nelson, Stulz, PLLC
  3. Building Management Agreement (City Hall) – Old Army Services
  4. Independent Contractor Agreement – Dan Tuckett
  5. Memorandum of Understanding – Crisis Transportation
  6. Memorandum of Understanding – Gemini Rescue
  7. Building Management Agreement (Library) – Old Army Services
  8. Prairie Five Agreement
  9. Madison Area Chamber of Commerce Agreement
- J. Other. A DISCUSSION and MOTION may be in order. (Manager, Council)
- 7. MANAGER REPORT** (Manager)
- o Skating Rink
  - o Child Guide
  - o UMRDC Board Nomination
- Page 72  
Page 73
- 8. MAYOR/COUNCIL REPORTS** (Mayor/Council)
- 9. AUDITING CLAIMS**
- Page 77
- A copy of the Schedule Payment Report of bills submitted November 26, 2018 through December 10, 2018 is attached for approval for Check No. 57423 through Check No. 57465, and Debit Card Purchases. A MOTION is in order. (Council, Manager)
- 10. Manager Review** – Closed Session
- 11. ADJOURNMENT**

**MERRY CHRISTMAS! NEXT MEETING JANUARY 14<sup>TH</sup> 2019**

**CITY OF MADISON  
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL  
REGULAR MEETING  
NOVEMBER 26, 2018**

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by Acting Mayor Meyer on Monday, November 26, 2018, at 5:02 p.m. in Council Chambers at City Hall. Councilmembers present: Tim Volk (arrived at 5:30 p.m.), Maynard Meyer, Paul Zahrbock, and Adam Conroy. Absent: Mayor Greg Thole. Also present: City Manager Val Halvorson, City Attorney Rick Stulz, and City Clerk Kathleen Weber.

**AGENDA**

Upon motion by Zahrbock, seconded by Conroy and carried, Agenda was approved as amended. Additions to the agenda include special meeting minutes and Resolution 18-42 assigning wage increases. All agenda items are hereby placed on the table for discussion.

**MINUTES**

Upon motion by Conroy, seconded by Zahrbock and carried, November 5<sup>th</sup> and November 16<sup>th</sup>, 2018, meeting minutes were approved as presented.

**PUBLIC PETITIONS, REQUESTS, HEARINGS AND COMMUNICATIONS**

None.

**CONSENT AGENDA**

Upon motion by Zahrbock, seconded by Meyer and carried, the Consent Agenda was approved as presented. Included on the Consent Agenda was an Application for Exempt Permit for St. Michael's raffle, 2019 License List, and Temporary Liquor License for VFW Post 1656.

**CITY COUNCIL CHECKLIST**

Council reviewed the City Council Checklist.

**Eagles Nest Daycare:** City Manager Halvorson informed Council that Lac qui Parle Valley has applied for grants through JPAC and SWIF for assistance with the Eagles Nest Daycare Center Project. The committee's next meeting will be held December 5, 2018.

**City Hall Restoration:** Council was informed that Milestone 3 has been approved for the City Hall restoration project. The project architect will continue to work on building plans.

**CITY ENGINEER'S REPORT**

**Watermain Project:** City Engineer Phil DeSchepper informed Council that TE Underboring will begin the watermain replacement project near Midwest Machinery on Tuesday or Wednesday of this week. Depending on weather conditions, the watermain replacement at the fairgrounds may be postponed until 2019.

**Water Plant Filter Rehab:** Bolton & Menk held a pre-construction meeting with KHC Construction and city staff to plan the Filter Rehabilitation Project at the city's water treatment plant.

**Flow testing:** City Engineer Phil DeSchepper presented Council with analysis from the sanitary system flow monitoring performed between January 20<sup>th</sup> and August 14<sup>th</sup>, 2018. This process included smoke testing, televising, and flow metering. It was noted that, based on the results, they were unable to isolate any specific area with obvious inflow and infiltration issues. Councilmember Meyer asked whether anything was accomplished by going through this whole process. City Manager Halvorson noted that it is nice to know that the city's system is not compromised and that inflow and infiltration is likely caused by private lines. City Engineer DeSchepper also noted that, because of a PFA requirement that the city set aside .50 cents per 1,000 gallons of water treated into a capital fund for facility replacement, it is important to monitor water treated versus water sold in order to minimize the gap. Staff will continue to monitor the situation and report any findings.

#### **LINE DEPARTMENT SUPERVISOR**

Dave Johnson, Line Department Supervisor, introduced himself to Council and noted that he started employment with the City of Madison on October 15<sup>th</sup>. He provided a brief history of his education and experience and noted that the city crew has been a good group to work with. Council welcomed Mr. Johnson and look forward to working with him.

#### **FARMERS MUTUAL DONATION**

Upon motion by Zahrbock, seconded by Conroy and carried, **RESOLUTION 18-39** titled "Resolution Authorizing the Acceptance of Donation from Farmers Mutual Telephone Company to the Madison Fire Department" was adopted. Council was informed that Farmers Mutual is utilizing unclaimed property funds to make a similar donation to every Fire Department in Lac qui Parle County. The funds are to be used toward the purchase of equipment by the Fire Department. A complete copy of Resolution 18-39 is contained in City Clerk's Book #9.

#### **FUND TRANSFERS**

Upon motion by **RESOLUTION 18-40** titled "Fund Transfer Adjustment Effective November 26, 2018" was adopted. This resolution would provide for annual budgeted transfers of various funds for debt service and reserves. A complete copy of Resolution 18-40 is contained in City Clerk's Book #9.

#### **PAY RANGE SCHEDULE 2019**

Upon motion by Conroy, seconded by Meyer and carried, **RESOLUTION 18-41** titled "Resolution Establishing Points Based Pay Range Schedule for 2019" was adopted. This resolution approves a structure adjustment to the pay range schedule to provide for a 2.25% cost of living increase. Council was informed that the Consumer Price Index is pointing to a 2.8% cost of living increase, and that the City of Dawson is going with a 3% increase and Lac qui Parle County is going with a 2.5% increase. It also includes an additional adjustment to grades 11 and above to accommodate electric department market increases. A complete copy of Resolution 18-41 is contained in City Clerk's Book #9.

#### **SPECIAL ASSESSMENT REMOVAL**

Upon motion by Meyer, seconded by Zahrbock and carried, Council approved removing the remaining balance of Infrastructure Replacement Project special assessments on property purchased by Cindy Kemen at 127 Western Avenue. Removal of the remaining special assessments is consistent with Resolution 13-27 adopted by the City Council to encourage utilization of the City's Demolition Assistance Program, which facilitates removal of hazardous homes.

#### **ASSIGNMENT OF WAGE 2019**

Upon motion by Conroy, seconded by Zahrbock and carried, **RESOLUTION 18-42** titled "Resolution Establishing Assignment of Wage Increase Schedule 2019" was adopted. This resolution contains a breakdown of 2019 wage by position to include the cost of living structure adjustment, step increase if applicable, and market adjustments for Line Department employees. City Manager Halvorson noted that

new employees would not receive the step increase until they have worked for the city for one year. The increases are driven by successful completion of employee review. A complete copy of Resolution 18-42 is contained in City Clerk's Book #9.

#### **CITY MANAGER'S REPORT**

**Retirement Open House:** City Manager Halvorson informed Council that an open house will be held on November 30, 2018, in honor of Dennis Vonderharr who's retirement is effective that day.

(Councilmember Volk arrived at 5:30 p.m.)

**2019 Budget:** City Manager Halvorson suggested to Council that a work session be held next week in order to review the proposed 2019 budget in more detail. She noted a full agenda on December 10<sup>th</sup> to include the Truth-in-Taxation public hearing, utility rates public hearing, and budget review and adoption. She provided a working copy of the budget, touched on the highlights and is anticipating a 3-5% levy increase. Councilmember Conroy asked whether there is any negotiation with Lac qui Parle County on the law enforcement agreement. City Manager Halvorson noted that she will forward the law enforcement budget she had just received from County Auditor/Treasurer Jake Sieg.

#### **MAYOR/COUNCIL REPORTS**

Council discussed the fact that Fire Chief Mitch Wellnitz will make an adjustment to the fire call billed to Delaney Elsner-Brown after discussing the situation at a public hearing on November 5th. The City's fees resolution for fire calls will be reviewed and possibly adjusted for unique situations with minimal service.

#### **DISBURSEMENTS**

Upon motion by Volk, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between November 6 and November 26, 2018. These disbursements include United Prairie Check Nos. 57260-57381.

There being no further business, meeting adjourned at 5:45 p.m.

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Maynard Meyer – Acting Mayor

**ATTEST:**

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Kathleen Weber – City Clerk

# NOVEMBER 2018 311 MONTHLY COUNCIL REPORT

Status	Address Number	Street Name	Work Type	Date Flagged	Flagged By	Modified Date	Last Modified By	Description	Comments
Complete		Hywy 40 W. & Hywy 75	Jetting	11/29/2018 2:43:16 PM	Dennis.Vond erharr	11/29/2018 2:43:17 PM	Dennis.Vond erharr	sanitary sewer	11-29-18 jetted sewer south on Hywy 75 from intersection manhole for 400 ft. Preventive maintenance for After Five & everyone south. Done by Dennis V. & Ryan Flaten.
Complete	2355	241ST AVE	Maintenance	11/20/2018 3:21:28 PM	Dennis.Vond erharr	11/20/2018 3:21:29 PM	Dennis.Vond erharr	11/19/2018 Sludge Hauling	13 loads at 7,000 gallons 11 loads at 6,750 gallons total of 165,250 gallons hauled on site Z2 8 acres on site Z1B 13 acres
New Request	114	10TH ST E	Electric - Other	11/16/2018 10:22:02 AM	Angie.Amlan d	11/16/2018 11:07:57 AM	linedept	Report of Street light out on 10th Street by Social Service Office, back alley	Replaced bulb 11-18-2018. Hps 150
Complete	2355	241ST AVE	Maintenance	11/14/2018 3:51:54 PM	Dennis.Vond erharr	11/14/2018 3:51:55 PM	Dennis.Vond erharr	weekly wasteing clairifiers	11-14-18 wasted from clairifiers for 3 hrs. and transfered from small to large storage tank. Transferred 5 ft. from small to large tank, raised large tank .5 ft. Will agitate tank to apply biosolids to field on 11-16-18.
Complete	0	Cargill	Outage	11/13/2018 11:47:16 AM	linedept	11/16/2018 11:09:06 AM	linedept	11-13-2018 replace 300 amp cutout.	2 s cutout fail.
Complete	2355	241ST AVE	Maintenance	11/7/2018 3:13:26 PM	Dennis.Vond erharr	11/7/2018 3:13:27 PM	Dennis.Vond erharr	wasting from clarifiers.	11/7/18 Wasted from north clarifier, 4.2ft into small storage at a rate of 125gpm. RAS pump was at 38.0hz
Complete	127	8TH AVE S	New Construction	11/5/2018 1:33:03 PM	linedept	11/5/2018 1:33:04 PM	linedept	New LED st. Light	
Complete	316	CENTRAL AVE	High Grass	9/26/2018 9:54:42 AM	lyndon.worde n@gmail.co m	11/15/2018 10:17:16 AM	Angie.Amlan d	Sent Notice 9-27-18. Recheck 10/4/18 by noon.	tall grass and weeds in front and back yard, I believe this property has been sent high grass notifications this year, has always been mowed prior to deadline.
City Attorney	409	8TH AVE	Junk Vehicle/Blight	8/31/2018 2:49:39 PM	lyndon.worde n@gmail.co m	11/15/2018 10:20:05 AM	Angie.Amlan d	City Attorney & Val need to follow up	citizen complaint, to include Blight issues, spoke with resident, states they are fixing the house up. House needs painting 10-2-18, house drive by include up to date bus plates and approved surface for that bus, house blight conditions indicate no change in siding appearance.
City Attorney	204	3RD ST	Junk Vehicle/Blight	8/27/2018 3:59:21 PM	lyndon.worde n@gmail.co m	11/15/2018 10:20:41 AM	Angie.Amlan d	Scott Schulke. Parking & Blight Notice sent 8-31-18. Recheck 9-7-18. City Attorney & Val need to follow up	expired vehicle and junk by garage 9-9-18, vehicle has changed license plates with up to date registration, plate is now BMM-533, plate license to expire by the end of the end of the year. Little to no change in garbage blight. 10-2-18, photo update, little to no change in blight conditions
City Attorney	218	Western Ave	Junk Vehicle/Blight	8/27/2018 12:24:39 PM	lyndon.worde n@gmail.co m	11/15/2018 10:21:41 AM	Angie.Amlan d	Dennis Jerpseth. Parking, Grass & Blight Notice sent 8-31-18. Recheck 9-7-18. He is making plans to clean up. Would like till October 31 due to wife's health	two expired junk vehicles 9-9-18, no change in vehicle status or location. City Attorney & Val need to follow up
City Attorney	302	5TH ST E	Junk Vehicle/Blight	8/27/2018 12:13:26 PM	lyndon.worde n@gmail.co m	11/15/2018 10:22:13 AM	Angie.Amlan d	Nick Stewert. Parking, Grass & Blight Notice sent to tenant and landlord 8-31-18. Recheck 9-7-18. City Attorney & Val need to follow up	high grass, two vehicles expired registration, trailer on street with current tabs plugged into house 9-9-18, grass mowed, no change in expired vehicle registration, camper has not moved from the street 10-2-18, camper moved to driveway, one vehicle still expired, June, 2018 in driveway. Grass meets standards but is very close to being high grass again.

City Attorney	315	EASTERN AVE	Junk Vehicle/Blight	8/27/2018 11:57:55 AM	lyndon.worden@gmail.com	11/15/2018 10:22:39 AM	Angie.Amland	Bergerson Bros. Parking & Blight Notice sent 8-31-18. Recheck 9-7-18. Asked for extension. Recheck 10-15-18. City Attorney & Val need to follow up	equipment/junk storage old dump truck expired registration
City Attorney	104	9TH AVE S	Junk Vehicle/Blight	8/24/2018 12:22:16 PM	Angie.Amland	11/15/2018 10:23:09 AM	Angie.Amland	Curtis Colburn. Parking and Blight Letter sent 8/24/18. Recheck by noon 8/31. Parking Fine for \$100 sent due 9-7-18. City Attorney & Val need to follow up	Parking violations, Blight, still wood pile in front yard. One vehicle moved to approved surface but has expired registration, 2nd vehicle now parked on sw side of house, non approved surface, some remaining garbage in front yard. New photos taken 8/31/18, 10-2-18, wood pile in front yard has reduced, yard continues to have parking/surface issues
City Attorney	719	5TH AVE	Junk Vehicle/Blight	8/24/2018 10:24:30 AM	lyndon.worden@gmail.com	11/15/2018 10:24:40 AM	Angie.Amland	Ian Tjaden. Parking and Blight Letter sent 8/24/18. Recheck by noon 8/31. Val gave til 9-30-18 for his properties., City Attorney & Val need to follow up	large wood pile, junk equipment/ vehicles in yard, expired restration, 8/31/18, no significant change in property conditions, 10-2-18 little to no change in property, camper now on lot.
City Attorney	414	7TH AVE	Junk Vehicle/Blight	8/24/2018 10:11:26 AM	lyndon.worden@gmail.com	11/15/2018 10:25:09 AM	Angie.Amland	Ian Tjaden. Blight Letter sent 8/24/18. Recheck by noon 8/31.Val gave til 9-30-18 for his properties. City Attorney & Val need to follow up	No siding on house, back yard cluttered 8/27/18 intent to install siding has been replacing windows and doors during this time. Extent check to 9/30/18. VLH, no significant change as of 8/31/18, 10-2-18, no change in house siding, little to no change in blight in back yard. Demolition vehicle in back yard
Complete	515	6TH AVE	Junk Vehicle/Blight	8/7/2018 12:09:37 PM	lyndon.worden@gmail.com	11/15/2018 10:26:48 AM	Angie.Amland	Carol Unzen. Notice Sent 8/8/18. Recheck 8/15/18 by noon. Asked for extra time. Recheck 9-10-18.	vehicle with expired license tabs and parked on unapproved surface 8/29/18, vehicle moved to approved surface, registration expired January, 2017 9-12-18, New photos taken, vehicle is on approved surface, but license plate is still expired.
City Attorney	717	1ST AVE	Junk Vehicle/Blight	8/6/2018 3:00:49 PM	lyndon.worden@gmail.com	11/15/2018 10:27:25 AM	Angie.Amland	Bill Tollefson. Notice Sent 8/8/18. Recheck 8/15/18 by noon. No change. Sent fine letter 8/23/18. \$250 Due 8/30/18. Val gave extension until 9/13/18. Rick gave extension until 9-27-18. City Attorney & Val need to follow up	Vehicles with expired license tabs and parked on unapproved surface,. 8/30/18, no change in vehicle status, yard has two vehicles, one motor camper, 1 pull camper on open yard, property also parks an up to date pick up an  additional pull camper behind enclosed fence  New photos taken 9-12-18, one vehicle with expired tabs, one vehicle on unapproved surface. It appears a valid surface has been added to the side yard and one single surface in the back, Campers continue to have surface issues, not sure of license status of Campers, possible rat issues in back yard by verbal complaint, this has not been verified.10-2-18, photo update, continued surface improvement, motorized camper moved to approved surface.

City Attorney	115	4TH AVE	Junk Vehicle/Blight	8/6/2018 2:41:05 PM	lyndon.worden@gmail.com	11/15/2018 10:27:51 AM	Angie.Amland	<p>Curtis Seefeld. Notice Sent 8/8/18. Recheck 8/15/18 by noon. 8/16/18 yard cleaned up. Still Junk vehicle to look into. Sent Fine Letter 8/23/18. \$50 Due 8/30/18.</p> <p>9/4/18 CS came in and asked for a 1-week extension (9/11/18 Recheck). He is working with Dick Larson on removing camper. City Attorney &amp; Val need to follow up</p>	<p>milk weed in front yard, some debris in front and back yard</p> <p>8/30/18, motor camper in same location, no change 9-13-18, photo update, view from back yard and hiway 40, 10-2-18, no change in camper in back yard.</p>
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# **Safety Meeting Schedule 2019**

## **Madison**

**January 12-** Program Overview, AWAIR  
\*Hotsticks and Grounds testing

**February 13-** First Aid/ CPR

**March 13-** Job Briefings/ Tailgates

**April 10-** Emergency Preparedness/ Weather Awareness

**May 1-** Excavation Safety, Shoring and Utilities  
\*Bucket Rescue

**June 19-** Slips Trips/ Back Safety

**July 17-** Off Work/ Summer Safety

**August 14-** Driving Safety/ Backing and Parking

**September** – Confined Spaces

**October 9-** PPE/ Hearing Safety

**November 13-** Hazcom/ Chemical Safety

**November 29** - Winter/ Holiday Safety

**Cash and Investment Balances**  
**Date: NOVEMBER 30, 2018**

<b>Fund</b>	<b>Acct No.</b>	<b>Cash Balance</b>	<b>Acct No.</b>	<b>KleinBank MM</b>	<b>Acct No.</b>	<b>First Empire</b>	<b>Acct Number</b>	<b>Cetera</b>	
General Fund	101-10100	\$ 265,707.35	101-10107	\$ 409,104.70	101-10111	\$ 101,000.00	101-10112	\$ -	\$ 775,812.05
Ambulance Fund	201-10100	\$ (57,751.31)	201-10107	\$ -	201-10111	\$ -	201-10112	\$ 200,000.00	\$ 142,248.69
EDA Fund	211-10100	\$ 9,734.04	211-10107	\$ -	211-10111	\$ -	211-10112	\$ -	\$ 9,734.04
Sewer Sys replace	225-10100	\$ 68,407.63	305-10107	\$ -	305-10111	\$ -	305-10112	\$ -	\$ 68,407.63
2009 GO Temp. Imp.	308-10100	\$ 1,886.50	308-10107	\$ -	308-10111	\$ -	308-10112	\$ -	\$ 1,886.50
Inf. Replace. DS	350-10100	\$ 242,150.50	350-10107	\$ -	350-10111	\$ -	350-10112	\$ -	\$ 242,150.50
2015 GO Refunding	351-10100	\$ (47,173.63)	351-10107	\$ -	351-10111	\$ -	351-10112	\$ -	\$ (47,173.63)
2016 GO Ref/Wt Rev	353-10100	\$ 28,102.65	353-10107	\$ -	353-10111	\$ -	353-10112	\$ -	\$ 28,102.65
Water Fund	601-10100	\$ 61,102.66	601-10107	\$ -	601-10111	\$ 99,000.00	601-10112	\$ -	\$ 160,102.66
Sewer Fund	602-10100	\$ (81,835.12)	602-10107	\$ -	602-10111	\$ 400,000.00	602-10112	\$ -	\$ 318,164.88
Sanitation Fund	603-10100	\$ 138,152.80	603-10107	\$ -	603-10111	\$ -	603-10112	\$ -	\$ 138,152.80
Electric Fund	604-10100	\$ 499,791.08	604-10107	\$ -	604-10111	\$ 1,800,000.00	604-10112	\$ -	\$ 2,299,791.08
Storm Sewer Fund	605-10100	\$ 92,999.72	605-10107	\$ -	605-10111	\$ -	605-10112	\$ -	\$ 92,999.72
Liquor Fund	609-10100	\$ 81,450.43	609-10107	\$ -	609-10111	\$ -	609-10112	\$ -	\$ 81,450.43
Eastview Fund	614-10100	\$ 76,388.89	614-10107	\$ -	614-10111	\$ 100,000.00	614-10112	\$ -	\$ 176,388.89
Reserve Fund	851-10100	\$ 57,046.51	851-10107	\$ -	851-10111	\$ -	851-10112	\$ 413,000.00	\$ 470,046.51
		\$ 1,436,160.70		\$ 409,104.70		\$ 2,500,000.00		\$ 613,000.00	\$ 4,958,265.40
SCDP Rev Loan	202-10103	\$ 17,600.03		\$ -		\$ -		\$ -	\$ 17,600.03
SCDP Grant Admin	205-10104	\$ 270.27		\$ -		\$ -		\$ -	\$ 270.27
EDA Rev Loan Fund	212-10105	\$ 107,780.78		\$ -		\$ -		\$ -	\$ 107,780.78
EDA Dwn Pay Fund	213-10105	\$ 0.68		\$ -		\$ -		\$ -	\$ 0.68
Select Account	850-10102	CLOSED		\$ -		\$ -		\$ -	0.00
Grand Total Cash and Investments		\$ 1,561,812.46							\$ 5,083,917.16

## **LqP Computer Commuter**

### **December 2018 Update**

Please find the community totals for November.

44 people came on board the LqP Computer Commuter this month. We gained 3 new users November 28 in Dawson.

Financially, we will be able to operate the entire year of 2019. As a reminder, this is due to Marie Kittelson's generous bequest and the numerous, matching donations given to the program back in 2016.

Weather related announcements will be publicized by KLQP by 8 am.

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

### **November 2018 Attendance**

	Nov 5	Nov 12	Nov 19	Nov 26		Totals
Bellingham	1	1	1	0		3
Boyd	3	3	2	3		11
Dawson	1	4	3	6		14
Madison	0	0	0	1		1
Marietta	2	1	1	1		5
Nassau	2	3	2	3		10
Totals	9	12	9	14		44

**CITY OF MADISON  
LICENSE LIST – 2019**

**LIQUOR**(\$500.00)

*After Five (ON SALE LIQUOR )*  
*VFW(ON SALE LIQUOR)*  
*Happy Hour Sports Bar(ON SALE LIQUOR)*

**GAMES OF SKILL** (\$15.00)

*VFW*  
*Happy Hour Sports Bar*

**ON-SALE BEER**(Sundays)(\$50.00)

*Happy Hour Sports Bar*  
*After Five*

**OFF-SALE BEER**(\$50.00)

*Jubilee*  
*Casey's*  
*Happy Hour Sports Bar*

**WINE**(City \$100.00)

*After Five*

**CITY OF MADISON  
MUNICIPAL LIQUOR STORE**

**LIQUOR DISPENSARY REPORT**  
Statement for the month of November 2018

<b>SALES</b>	<b>2017</b>	<b>2018</b>	<b>% of Sales</b>	<b>2017 YTD</b>	<b>2018 YTD</b>	<b>% of Sales</b>
Liquor	12115.27	12969.47	36.17%	116,729.76	120,991.62	32.48%
Beer	21278.14	22233.60	62.01%	249,670.62	243,195.73	65.28%
Mix, Ice, Etc.	554.23	649.43	1.81%	7,112.02	8,333.97	2.24%
<b>TOTAL SALES</b>	<b>33947.64</b>	<b>35,852.50</b>	<b>100.00%</b>	<b>373,512.40</b>	<b>372,521.32</b>	<b>100.00%</b>
<b>COST OF SALES</b>						
Inventory at 1st of month	50354.04	32540.15	90.76%	489,846.05	389,179.85	104.47%
Purchases	21656.90	23482.59	65.50%	265,260.57	243,618.53	65.40%
Freight	233.00	178.60	0.50%	1891.40	1446.20	0.39%
Inventory at end of month	49193.50	31929.54	89.06%	507,459.29	384,718.59	103.27%
<b>TOTAL COST OF SALES</b>	<b>23050.44</b>	<b>24,271.80</b>	<b>67.70%</b>	<b>249,538.73</b>	<b>249,525.99</b>	<b>66.98%</b>
<b>GROSS PROFIT</b>	<b>10897.20</b>	<b>11,580.70</b>	<b>32.30%</b>	<b>123,973.67</b>	<b>122,995.33</b>	<b>33.02%</b>
<b>OPERATING EXPENSE</b>						
Labor	4052.37	3620.12	10.10%	49,069.21	54,485.42	14.63%
PERA	82.55	97.34	0.27%	1,017.07	1,175.98	0.32%
FICA	310.01	276.79	0.77%	3,754.01	4,165.73	1.12%
Mandatory Medicare	0.00		0.00%	0.00	0.00	0.00%
Worker's Compensation	0.00	152.42	0.43%	2,034.00	1,626.42	0.44%
City Health Insurance	424.58	251.45	0.70%	4,633.62	2,765.95	0.74%
General Supplies	0.00	13.96	0.04%	191.53	227.16	0.06%
* Audit Service	83.33	83.33	0.23%	916.63	916.63	0.25%
Dues & Subscriptions	0.00		0.00%	941.00	941.00	0.25%
Licenses & Taxes	20.00	20.00	0.06%	20.00	20.00	0.01%
Telephone & Internet	71.95	112.59	0.31%	1,006.86	1,170.86	0.31%
Advertising	173.25	370.00	1.03%	3,661.76	3,093.50	0.83%
Utilities	90.51		0.00%	5,095.60	5,544.84	1.49%
* Property Insurance	129.92	133.75	0.37%	1,429.12	1,471.25	0.39%
Training	0.00		0.00%	0.00	0.00	0.00%
Building Maint.	0.00		0.00%	232.10	0.00	0.00%
Equipment Maint.	0.00		0.00%	2,675.77	859.99	0.23%
Contractual Services	465.86	1017.15	2.84%	5,362.96	6,252.02	1.68%
Travel	0.00		0.00%	0.00	0.00	0.00%
* Dram Shop Insurance	43.00	39.33	0.11%	473.00	432.67	0.12%
Miscellaneous	0.00		0.00%	0.00	1,877.78	0.50%
Depreciation	473.87	501.61	1.40%	5,212.57	5,517.71	1.48%
<b>TOTAL OPERATING EXPENSE</b>	<b>6421.20</b>	<b>6689.84</b>	<b>18.66%</b>	<b>87,726.81</b>	<b>92,544.91</b>	<b>24.84%</b>
<b>Operating Income</b>	<b>4476.00</b>	<b>4,890.86</b>	<b>13.64%</b>	<b>36,246.86</b>	<b>30,450.42</b>	<b>8.17%</b>
<b>Nonoperating Revenues:</b>						
Interest Income	0		0.00%			0.00%
<b>NET INCOME</b>	<b>4476.00</b>	<b>4,890.86</b>	<b>13.64%</b>	<b>36,246.86</b>	<b>30,450.42</b>	<b>8.17%</b>

\* Standard values per month

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

**November 30, 2018**

**MEDA LOANS (REVOLVING LOAN FUND)**

LOAN NAME	NOTE #	FINAL MATURITY	ORIG LOAN Amount	MONTHLY PAYMENT	DAY DELINQ	AMOUNT DELINQ	BALANCE
Natalie Collom	MGD#1009	12/01/21	\$10,000.00	\$142.08	729	\$3,405.25	\$10,000.00
Mtech Service & Repair L	MGD#1008		\$29,400.00	\$283.07			\$13,666.35
Mark Siegert	Dev Agreeemnt	10/01/17	\$3,686.00	1st Stage 2 yrs	10/1/2014		
				2nd Stage 5 yrs	10/1/2017	\$3,686.00	
Susana C. Wittnebel	MGD#1010	10/15/23	\$2,500.00	tax assessmen			\$2,039.44
Pantry Café	MGD#1011	12/01/19	\$3,703.59	\$110.75			\$1,398.90
LqP Ag Society/Fair Board-10 year no interest loan			\$85,000.00	\$3000/year			\$27,000.00
<b>TOTAL MEDA LOANS (REVOLVING LOAN FUND)</b>						<b>\$7,091.25</b>	<b>\$54,104.69</b>

**MEDA DWM PAY LOANS (CITY)**

<b>TOTAL MEDA DWN PAY LOANS (CITY)</b>	<b>\$0.00</b>	<b>\$0.00</b>
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**MEDA DWM PAY LOANS (STATE)**

	\$0.00	\$0.00
<b>TOTAL MEDA DWN PAY LOANS (STATE)</b>	<b>\$0.00</b>	<b>\$0.00</b>

**TOTAL DELINQUENCIES    \$7,091.25**

**FUND BALANCE AVAILABILITY**

		DWN PAY LOANS (CITY)	DWM PAY LOANS (STATE)	TOTALS
<b>Fund Balance</b>	\$161,886.15	\$0.00	\$0.00	\$161,886.15
<b>Less Loans Outstanding</b>	\$54,104.69	\$0.00	\$0.00	\$54,104.69
<b>Less Other Assets</b>		\$0.00	\$0.00	\$0.00
<b>Funds Available</b>	<b>\$107,781.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$107,781.46</b>

<b>TOTAL CHECKING &amp; INVESTMENTS OR FUNDS AVAILABLE FOR LENDING</b>	<b>11/30/2018</b>	<b>\$107,781.46</b>
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**FUND BALANCE INCOME**

January 18 Int <b>\$83.44</b>	April 18 Int <b>\$89.02</b>	July 18 Int <b>\$7.35</b>	October 18 Int <b>\$90.31</b>
Febuary 18 Int <b>\$86.84</b>	May 18 Int <b>\$88.66</b>	August 18 Int <b>\$142.87</b>	Nov 18 Int <b>\$24.09</b>
March 18 Int <b>\$87.44</b>	June 18 Int <b>\$199.52</b>	Sept 18 Int <b>\$10.09</b>	Dec 18 Int <b>\$0.00</b>
			<b>2018 YTD Interest    \$909.63</b>

November 23, 2018

Kathy Weber  
City of Madison  
404 6 Ave  
Madison, MN 56256

RE: Official Notice of January 1, 2019 S-1 Rates

Kathy Weber:

Rate Schedules B and C to the S-1 Power Sale Agreement between Missouri River Energy Services (MRES), Western Minnesota Municipal Power Agency, and your utility (S-1 Agreement) are enclosed. Schedule B includes power supply rates for all members, and Schedule C reflects transmission rates for the various transmission groups.

The 2019 Supplemental Power Demand and Energy rates in Schedule B are unchanged from the 2018 rates, but the reduction in the market loss percent from 3.2 percent in 2018 to 0 percent in 2019 results in a **3.2 percent rate reduction for 2019**. This rate reduction is possible due to a combination of factors, including lower expense for market losses, increased sales due to the addition of an S-1 Member, and projected continued low market prices for purchased power.

Effective January 1, 2019, there will be a new economic development rate discount for qualifying loads. The rate discount varies from \$0.005 to \$0.010 per kilowatt-hour (kWh) for the first two years, gradually declines the next two years, and is eliminated after four years. The details on the economic development rate discount are included in the enclosed Schedule B.

The average power supply rate for all members is projected to be approximately 5.8 cents per kWh in 2019 compared to the projected 5.9 cent average rate for 2018. The average power supply rate for your utility will depend on the seasonal and annual load factor of your utility.

The Supplemental Power Demand and Energy rates and market loss percent will be effective January 1, 2019, and the current rates are:

	Rates Effective 01/01/2019	Current Rates
<b>Power Supply Rates:</b>		
Supplemental Power Demand during June, July, and August (per kW)	\$21.00	\$21.00
Supplemental Power Demand during January, February, and December (per kW)	\$16.00	\$16.00
Supplemental Power Demand during all other months (per kW)	\$10.50	\$10.50
Midcontinent Independent System Operator, Inc. (MISO) Capacity Rate (per kW)	\$ 0.00	\$ 0.00
Energy for Supplemental Power (cents per kWh)	\$0.0315	\$0.0315
Production Cost Adjustment Base (mills per kWh)	\$0.030	\$0.03
Green Energy Rate (mills per kWh)	\$0.0495	\$0.0495
<b>Market Loss Percent</b>	0.0%	3.2%

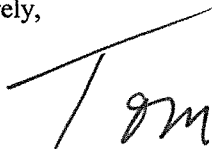
The Standby Rates and Large Customer Retention Incentive Rates are also unchanged from 2018. The standby rates are for retail customer-owned generation. Any member that has a retail customer with a generator in excess of five Megawatts (MW) should review Schedule B to determine whether to nominate any portion of the retail generation for the nominated standby demand rate. The Large Customer Retention Incentive rate helps ensure that the largest retail customer in the MRES membership does not install internal generation and reduce the MRES purchases to the member with this large customer. This rate is also available to any other retail customer with a monthly peak of at least 30 MW and a load factor of at least 80 percent.

Your utility will pay the transmission rate for the Southwest Power Pool (SPP) Upper Missouri Zone (UMZ) in the enclosed Schedule C. The 2019 UMZ transmission rate is \$6.46 per Kilowatt (kW) month, approximately three percent lower than the \$6.67 per kW month rate in 2018. The decreased rate is due to lower estimated revenue requirements for the transmission pricing zone. The monthly billing for UMZ transmission is based on the average of the 2018 demand purchases from MRES to match how transmission costs are incurred from SPP. Schedule C includes a transmission cost adjustment provision for the difference between the revenue collected under the rates established and the actual transmission cost MRES incurs on behalf of your utility. This transmission cost adjustment was implemented to ensure that MRES only collects revenue equal to the transmission costs incurred and that MRES does not over or under collect.

The attached Schedules B and C fulfill the requirements of Section 7 of the S-1 Agreement and supersede any previously issued rate schedules.

If you have any questions regarding the enclosed information, please call Joni Livingston or Merlin Sawyer at 800-678-4042.

Sincerely,



Thomas J. Heller, P.E., MBA  
Chief Executive Officer

Enclosures



**MISSOURI BASIN MUNICIPAL POWER AGENCY  
d/b/a MISSOURI RIVER ENERGY SERVICES  
POWER SALE AGREEMENT (S-1)**

**SCHEDULE B  
S-1 SUPPLEMENTAL POWER RATES**

**1. APPLICABILITY**

This Schedule B is applicable to the purchase of Supplemental Power by any Municipality pursuant to the terms of the Power Sale Agreement (S-1 Agreement) with Missouri River Energy Services (MRES). This Schedule B is also applicable to the purchase of the Power Requirements pursuant to the terms of the Pella Power Sale Agreement, the purchase of the Supplemental Power pursuant to the terms of the Atlantic Municipal Utilities Power Sale Agreement, and the purchase of the Contract Quantity pursuant to the terms of the HUC Power Sale Agreement (collectively, the Other Power Sale Agreements). The term Power Supply in this Schedule B includes all power and energy subject to this rate schedule, pursuant to the various power sale agreements identified in this Section. All capitalized terms shall have the meaning defined in the S-1 Agreement, unless otherwise provided in this Schedule B.

**2. CHARACTER OF SERVICE**

Electric power and energy furnished under this Schedule B shall be alternating current, 60 hertz, three-phase.

**3. MONTHLY RATES FOR POWER SUPPLY**

For electric power and energy furnished under the S-1 Agreement and Other Power Sale Agreements subject to this rate schedule, the monthly charges shall be determined as follows:

**Demand Rate:**

- a. Summer Season (June, July, and August): \$21.00 per kilowatt (kW) of Demand as determined in Section 10 below.
- b. Winter Season (January, February, and December): \$16.00 per kW of Demand as determined in Section 10 below.
- c. All Other Months (March, April, May, September, October, and November): \$10.50 per kW of Demand as determined in Section 10 below.

**Midcontinent Independent System Operator, Inc. (MISO) Member Capacity Rate:**

\$0.00 per kW. This rate will be charged to the metered demand as determined in Section 10 below for each Municipality in the MISO footprint, except for Cavalier and Northwood, North Dakota.

**Energy Rate:**

\$0.0315 per Kilowatt-hour (kWh) as determined in Section 10 below.

**Green Energy Rate**

If Municipality is purchasing Green Energy pursuant to Section 3(a)(ii) of the S-1 Agreement or pursuant to the terms of any Other Power Sale Agreement with a Green Energy option, MRES shall charge for Green Energy at the following rate:

\$0.0495 per kWh.

The applicable Demand Rate identified in this Section 3, above, also applies to Green Energy.

**RiverWinds<sup>SM</sup> Program**

MRES shall impose an additional charge of \$1.50 for each 100 kWh block sold to any Municipality under the optional RiverWinds Program.

#### 4. POWER COST ADJUSTMENT

The base variable production and purchased power cost (VC) included in the Energy Rate is \$0.030 per kWh. Six-Month VC (SMVC), for the purposes of this Section, is defined as the actual average VC of energy produced and purchased by MRES for the preceding six-month period. If the SMVC is greater than \$0.032, MRES shall charge Municipality an amount equal to the product of the SMVC less \$0.032, multiplied by the number of kWh for the most recent month.

The VC, for purposes of this adjustment, shall include, as determined by MRES:

- a. The variable production costs of the generating plants owned by Western Minnesota Municipal Power Agency (WMMPA) to meet MRES Power Supply obligations to Members under the S-1 Agreement and Other Power Sale Agreements; and
- b. The cost of power and energy purchased by MRES or WMMPA from other power suppliers or markets to meet Member Power Supply needs.

#### 5. MEMBER-OWNED RENEWABLE RESOURCE GENERATION

If MRES has executed a Member Renewable Resource Agreement with Municipality requiring MRES to purchase the output from Municipality's renewable resource generator(s) and to resell the output to Municipality under the S-1 Agreement or Other Power Sale Agreement as part of Municipality's Power Supply, the charges for that generation shall be based on the rates established in the Member Renewable Resource Agreement.

#### 6. RETAIL CUSTOMER-OWNED GENERATION

##### Standby Rates:

- a. **Applicability:** This rate is available and applicable to each Municipality which has a retail customer with internal generation from a generating unit exceeding five Megawatts (MW). If a Municipality has a retail customer with internal generation from a unit exceeding five MW, such generation shall be separately metered. Municipality is responsible for installing and maintaining all such metering equipment.
- b. **Standby Demand:** If a Municipality so chooses, it may nominate, in writing to MRES, all or a portion of the qualifying retail generation for the Nominated Standby Demand Rate (as defined further in this Section, below). In such event, MRES shall charge Municipality the product of the amount of generation nominated multiplied by the Nominated Standby Demand Rate, on a monthly basis. Municipality may make such nomination at or before the time the generation of the retail customer goes online. Subsequently, Municipality is allowed to nominate or change its nomination one time each year by providing written notice of any such action no later than November 30 for the following year. If notice is properly given, any changes to the nomination will be effective on December 31, hour ending 24:00; *provided however* that if a nomination change is made during an Excess Standby Demand Rate period as described in this Section 6 below, the revised nomination shall not take effect until the expiration of the Excess Standby Demand Rate period.

If the generation of a retail customer's internal generating unit exceeding five MW is not in service, whether planned or unplanned (Out-of-Service Event), MRES shall charge Municipality the following demand charge to replace such customer's generation measured as of the time of Municipality's peak supplemental demand:

- (i) If Municipality nominated internal customer generation as described above, and such nomination level exceeds the demand required as a result of the Out-of-Service Event, MRES shall not charge Municipality for any amount in addition to the Nominated Standby Demand Rate.

- (ii) If Municipality elected not to nominate internal customer generation, or nominated an amount less than the demand required due to the Out-of-Service Event, MRES shall charge Municipality the Excess Standby Demand Rate (as defined further below in this Section 6) on demand exceeding the nominated generation or, if Municipality made no nomination of generation, on all demand for the month of the Out-of-Service Event and each of the succeeding 11 months (the Excess Standby Demand Rate period).

Nominated Standby Demand Rate: \$5 per kW-month. This rate shall be multiplied by the amount of retail customer qualifying generation nominated by Municipality.

Excess Standby Demand Rate: The rate shall be the Power Supply demand rate in effect under Section 3 for the month of the Out-of-Service Event. MRES will assess a charge based on the product of the Power Supply Demand Rate multiplied by the retail customer monthly 30 minute coincident peak to the member monthly system 30 minute peak. If there is another Out-of-Service Event during the Excess Standby Demand Rate period, MRES shall charge Municipality the higher of the Excess Standby Demand Rate applicable to the initial Out-of-Service Event and the Excess Standby Demand Rate applicable to the subsequent Out-of-Service Event.

Each retail generation Out-of-Service Event begins a new 12-month Excess Standby Demand Rate period, commencing the month of the Out-of-Service Event.

- c. Standby Energy: The Standby Energy Rate shall be the higher of the energy rate under Sections 3 and 4 of this rate schedule or 125 percent of the day-ahead Locational Marginal Price on the dates of such purchases. MRES shall charge for energy purchased by Municipality during an Out-of-Service Event to replace retail customer generation meeting the applicability requirements of this Section 6 times the Standby Energy Rate.

Other Retail Customer Generation Rates:

If MRES incurs a transmission charge from MISO or Southwest Power Pool, Inc. (SPP) for generation of any retail customer (irrespective of size) of a Municipality and Municipality has not been charged the Excess Standby Demand Rate, MRES shall charge Municipality the cost incurred by MRES from MISO or SPP for that retail customer generation.

7. LARGE CUSTOMER RETENTION INCENTIVE

- a. Eligibility: MRES shall make available the Large Customer Retention Incentive (Retention Incentive) described in this section to any Municipality that:
  - (i) MRES has the obligation to provide Supplemental Power or all Power Requirements,
  - (ii) has a retail customer with a coincident peak demand (the customer's peak coincident to the Municipality's peak) of at least 30 MW and a load factor of at least eighty percent, each as determined on a 12-month rolling monthly average (Eligible Customer),
  - (iii) enters into a Large Customer Retention Incentive Agreement with MRES and the Eligible Customer as described in subsection e below (Customer Agreement), and
  - (iv) provides a corollary rate Retention Incentive to the Eligible Customer as described in subsection c below.

A customer will not be considered an Eligible Customer under this Section 7 if that customer is a beneficiary, through the Municipality, of the Economic Development Incentive described in Section 8 below.

In the event a Municipality has more than one Eligible Customer as described in this Section 7, the Retention Incentive shall be available to the Municipality with respect to each such Eligible Customer, subject to the terms and conditions of this section and the Customer Agreement entered into with each Eligible Customer. The terms of this Section 7 shall apply independently with respect to each Eligible Customer.

- b. Retention Incentive: Subject to the terms and conditions of this Section 7 and the Customer Agreement, MRES shall provide a Retention Incentive to the Municipality in the amounts described below, which Retention Incentive shall be applied to all kWh purchased from the Municipality by the Eligible Customer during the term of the Retention Incentive, as set forth in the Customer Agreement. The Retention Incentive shall be a rate discount of \$0.0057 per kWh for the first two years of the Retention Incentive and \$0.0053 per kWh for the remaining term of the Retention Incentive. The Retention Incentive must be passed on to the Eligible Customer by the Municipality, be a separate line item on the bill, and identify MRES as the provider of the credit.
- c. Municipality Participation: The Municipality shall provide a corollary Retention Incentive to the Eligible Customer of at least \$0.0005 per kWh during all such times that the Retention Incentive described in subsection b is provided by MRES. This corollary Retention Incentive shall be applied to all kWh purchased from the Municipality by the Eligible Customer during the term of the Retention Incentive, as set forth in the Customer Agreement.
- d. Duration: The Retention Incentive shall be provided for a term of up to seven years. The Retention Incentive shall terminate immediately in the event:
  - (i) the Municipality or the Eligible Customer ceases to satisfy the eligibility requirements described in subsection a above,
  - (ii) the Eligible Customer, either directly or indirectly, engages in any activity to secure or develop any resource other than the Municipality to serve any of the Eligible Customer's power or energy requirements, or
  - (iii) the Customer Agreement is terminated pursuant to the terms thereof.
- e. Customer Agreement: The Municipality, the Eligible Customer, and MRES shall enter into an agreement in a form and substance acceptable to MRES to further memorialize all terms and conditions associated with the Retention Incentive, including without limitation the duration of the Retention Incentive, the obligations of the Municipality and the Eligible Customer to receive the Retention Incentive, and other terms as agreed by the parties. In the event a Municipality, Eligible Customer, and MRES enter into a Customer Agreement, such Customer Agreement and associated Retention Incentive shall remain in effect for the term set forth in the Customer Agreement, subject to the terms and conditions of the Customer Agreement.

#### 8. ECONOMIC DEVELOPMENT INCENTIVE

- a. Eligibility: MRES shall make available the Economic Development Incentive described in this section to any Municipality that:
  - (i) Is a party to an S-1 Agreement or an Other Power Sale Agreement that is dated prior to January 1, 2018 and pursuant to which the Municipality purchases from MRES all Supplemental Power or Power Requirements;
  - (ii) (A) Has a new retail commercial or industrial customer that:
    - (1) commenced operation of a new commercial or industrial facility on or after January 1, 2019 (for purposes of this subsection, the term "new commercial or industrial facility" shall mean a newly constructed facility or an existing facility that had not been in active commercial operation for at least 12 months prior to its commencement of operation on or after January 1, 2019),
    - (2) has electric requirements meeting the criteria set forth in subsection b of this Section 8, and
    - (3) has not installed internal generation to self-supply any of its electric

requirements; or

(B) Has an existing retail commercial or industrial customer that:

(1) expanded its commercial or industrial facility and such expansion will enter commercial operation on or after January 1, 2019,

(2) has electric requirements meeting the criteria set forth in subsection b of this Section 8, and

(3) has not installed internal generation to self-supply any of its electric requirements;

(A retail commercial or industrial customer that satisfies the requirements of subsection (A) or (B) above constitutes a "Qualifying Customer" for purposes of this section, except as otherwise provided below.)

(iii) Requests the incentive from MRES and supplies adequate information to support the requirements of this Section 8 as determined by MRES;

(iv) Provides at least 50 percent of this incentive to the Qualifying Customer; and

(v) Supports economic development locally and has provided to MRES documentation of the local development efforts.

A customer will not be considered a Qualifying Customer under this Section 8 if such customer is a beneficiary, through the Municipality, of the Large Customer Retention Incentive described in Section 7 above.

In the event a Municipality has more than one Qualifying Customer as described in this Section 8, the Economic Development Incentive shall be available to the Municipality with respect to each such Qualifying Customer, subject to the terms and conditions of this section. The terms of this Section 8 shall apply independently with respect to each Qualifying Customer.

b. Rate Discount: The incentive provided pursuant to this Section 8 is in the form of a rate discount provided by MRES to the Municipality. The amount of the rate discount shall be based on the application of the following table to the eligible customer of the Municipality. To be eligible for this incentive, a customer must satisfy at least two of the three criteria noted in columns 1 through 3 of the table, and the applicable rate discount will be based on the level of qualification under columns 1 through 3.

For a new customer as described in subsection (a)(iii)(A) above, columns 1 through 3 will be applied to the new load.

For an existing customer with an added load as described in subsection (a)(iii)(B), columns 1 and 2 will apply to the added load and column 3 will apply to the total load at the customer's facility.

1	2	3	4	5	6	7
<u>Load must meet at least 2 of the following criteria</u>			<u>Rate Discount (per kWh)</u>			
<u>Monthly kWh Usage</u>	<u>Minimum Monthly Peak Demand</u>	<u>Minimum Monthly Load Factor</u>	<u>Years 1 and 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
500,000 and higher	1 MW	60%	\$0.0100	\$0.0075	\$0.0050	\$0.0000
250,000 and higher	500 kW	60%	\$0.0075	\$0.0050	\$0.0025	\$0.0000
125,000 and higher	250 kW	50%	\$0.0050	\$0.0025	\$0.0025	\$0.0000

9. TAX ADJUSTMENT CLAUSE

In the event that any lawful authority imposes on MRES any tax, or charge for payment in lieu of tax, on the production, transmission, or sale of electric power and energy sold by MRES, MRES may charge the Municipality the cost incurred for its share of such tax or payment in lieu thereof.

10. LATE PAYMENT CHARGE

A charge of five percent may be imposed on the unpaid balance of any amount due and owing after the date when such amount is due.

11. BILLING MEASUREMENT

The metered demand in kW shall be the highest 30-minute integrated demand (or corrected to a 30-minute basis in the event 15-minute demand registers are installed) measured during the billing period (with meter reading adjustments, if any, as provided for in Schedule A of the S-1 Agreement or any Other Power Sale Agreement subject to this rate schedule). The billing measurements for Power Supply shall be determined as follows:

a. S-1 Agreement:

Demand = TD-WD

Energy = TE-WE

TD – The total demand for the current billing period determined on a basis in accordance with the contract in effect between Municipality and Western Area Power Administration (WAPA) pursuant to which WAPA sells the Municipality electric power and energy (WAPA Power).

TE – The total energy delivered during the billing period determined on a basis in accordance with the WAPA Power.

WD – The amount of demand delivered to Municipality by WAPA for the current billing period.

WE – The amount of energy delivered to Municipality by WAPA for the current billing period.

b. Other Power Sale Agreements:

Pella Power Sale Agreement: The maximum amount of all power, energy, and related products and services required by Municipality to meet the needs of all of its consumers.

Atlantic Municipal Utilities Power Sale Agreement: The Supplemental Power as established in such agreement.

HUC Power Sales Agreement: The Contract Quantity as established in such agreement.

c. Losses: Losses of 0.0 percent shall be added to all demand and energy to reflect market losses. These losses are in addition to any losses charged by a third party transmission provider, if applicable.

12. BILLING PERIOD

The MRES billing period shall be established to coincide with the meter reading schedules of WAPA for all services provided pursuant to the S-1 Agreement and shall be established by MRES, Municipality, and third party transmission provider, if necessary, for Other Power Sale Agreements.

Effective: The first day of the January 2019 billing period

Approved October 11, 2018: Board of Directors  
Missouri Basin Municipal Power Agency  
d/b/a Missouri River Energy Services

Issued by: Thomas J. Heller, Chief Executive Officer  
Missouri Basin Municipal Power Agency  
d/b/a Missouri River Energy Service

**MISSOURI BASIN MUNICIPAL POWER AGENCY  
d/b/a MISSOURI RIVER ENERGY SERVICES  
POWER SALE AGREEMENT (S-1)**

**SCHEDULE C  
S-1 TRANSMISSION RATES**

**1. APPLICABILITY**

This Schedule C is applicable to Transmission Service provided by Missouri River Energy Services (MRES) pursuant to the terms of the Power Sale Agreement (S-1 Agreement). This Schedule C is also applicable to Transmission Service provided by MRES pursuant to the terms of the Pella Power Sale Agreement and the Atlantic Municipal Utilities Power Sale Agreement (collectively, the Other Power Sale Agreements). MRES shall charge for Transmission Service based on the costs incurred by MRES from Midcontinent Independent System Operator, Inc. (MISO) or Southwest Power Pool, Inc. (SPP), or others, for providing Transmission Service to the Point of Delivery (POD) at or over those transmission facilities to which Municipality is interconnected. The transmission facilities to which the various Municipalities are interconnected shall be referred to as Transmission Service Groups, as follows:

- a. Great River Energy (GRE) Group, includes the Municipality listed on page 3c of this Schedule C;
- b. MidAmerican Group, includes the two Municipalities listed on page 3c of this Schedule C;
- c. Northern Cities Group (NCG), includes the 12 Municipalities listed on page 3c of this Schedule C;
- d. Split Rock Group (SRG), includes the five Municipalities listed on page 3c of this Schedule C;
- e. Upper Missouri Zone (UMZ) Group, includes the 35 Municipalities listed on page 3c of this Schedule C; and
- f. Xcel Group, includes the five Municipalities listed on page 3c of this Schedule C.

All capitalized terms shall have the meaning defined in the S-1 Agreement or Other Power Sale Agreements, unless otherwise provided in this Schedule C.

**2. CHARACTER OF SERVICE**

Transmission Service furnished or made available under this Schedule C shall be that service at POD shown on Schedule A for three-phase, 60-hertz alternating current at the voltages shown.

**3. MONTHLY RATE**

For Transmission Service furnished or made available pursuant to Section 6 of the S-1 Agreement, or the Other Power Sale Agreements, MRES shall charge each Municipality for all costs incurred by MRES which may be required to effect Transmission Service, including those costs and charges included in Section 6 and Section 7 of the S-1 Agreement, or the Other Power Sale Agreements, and all costs and charges under provisions of any Tariff of MISO or SPP (as such Tariffs may be supplemented or amended by MISO or SPP or their respective successor), pursuant to which MRES has acquired transmission capacity or service for the purpose of supplying Transmission Service to Municipality. The rates for each Transmission Service Group shall be as follows:

- a. GRE Group: The monthly demand rate shall be \$7.11 per kW. This rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.
- b. MidAmerican Group: The monthly demand rate shall be \$3.25 per kilowatt (kW) if the Municipality pays Schedule 9 of the MISO tariff. The monthly demand rate shall be \$0.90 per kilowatt (kW) if the Municipality is a Transmission Owner in MISO and does not pay Schedule 9 of the MISO tariff. The applicable rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.
- c. NCG: The monthly demand rate shall be \$4.75 per kW. This rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.
- d. SRG: The monthly demand rate shall be \$12.07 per kW. This rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.



- e. UMZ Group: The monthly demand rate shall be \$6.46 per kW. This rate will be multiplied by Municipality's Billing Demand as determined in Section 7 below.
- f. Xcel Group: The monthly demand rate shall be \$6.58 per kW. This rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.

#### 4. TRANSMISSION COST ADJUSTMENT

MRES shall adjust the charges to Municipality monthly based on the difference between the total charges based on the Monthly Rates in Section 3, above, and the actual costs incurred by MRES for Transmission Service provided to Municipality. This adjustment shall not be made to Municipalities in the NCG. Reserves accumulated by the NCG will absorb the variances between costs incurred and the rate charged until such time as these reserves are exhausted, which is not expected to occur in 2019.

#### 5. TAX ADJUSTMENT CLAUSE

In the event any lawful authority imposes on MRES any tax, or charge for payment in lieu of tax, on the production, transmission, or sale of electric power and energy sold by MRES, MRES may charge the Municipality the costs incurred for its share of such tax or payment in lieu thereof.

#### 6. LATE PAYMENT CHARGE

A charge of five percent may be imposed on the unpaid balance of any amount due and owing after the date when such amount is due.

#### 7. BILLING MEASUREMENT

For the GRE Group, MidAmerican Group, SRG, and Xcel Group, the Monthly Peak Demand in kW shall be the highest 30-minute integrated demand for Municipality's total electric requirements measured during the billing period. When electricity is measured at more than one POD, the total demand shall be the sum of the maximum recorded integrated demand at each Point of Measurement during the same 30-minute interval.

For the NCG, the Monthly Billing Demand for each month shall be the greater of the highest 30-minute integrated demand for the Municipality's total electric requirements measured during the billing period or 90 percent of the Municipality's Monthly Peak Demand during the preceding 11 months. When electricity is measured at more than one POD, the total demand shall be the sum of the maximum recorded integrated demand at each Point of Measurement during the same 30-minute interval.

For the UMZ Group, the Billing Demand for each month shall be the average monthly peak of the demand purchases by Municipality from MRES for the preceding calendar year, calculated by taking the total demand purchases of Municipality for the preceding year (in kW) and dividing this sum by 12 months.

#### 8. BILLING PERIOD

The MRES billing period shall be established to coincide with the meter reading schedules of Western Area Power Administration for all services provided pursuant to the S-1 Agreement, and shall be established by MRES, Municipality, and third party transmission provider, if necessary, for the Other Power Sale Agreements.

Effective: The first day of the January 2019 billing period

Approved October 11, 2018: Board of Directors  
Missouri Basin Municipal Power Agency  
d/b/a Missouri River Energy Services

Issued by: Thomas J. Heller, Chief Executive Officer  
Missouri Basin Municipal Power Agency  
d/b/a Missouri River Energy Services

**Municipalities taking service under Schedule C are:**

**Upper Missouri Zone Group:**

Alton, Iowa  
Denison, Iowa  
Hartley, Iowa  
Hawarden, Iowa  
Kimballton, Iowa  
Lake Park, Iowa  
Manilla, Iowa  
Orange City, Iowa  
Paulina, Iowa  
Primghar, Iowa  
Remsen, Iowa  
Rock Rapids, Iowa  
Sanborn, Iowa  
Shelby, Iowa  
Sioux Center, Iowa  
Woodbine, Iowa  
Luverne, Minnesota  
Madison, Minnesota  
Moorhead, Minnesota  
Cavalier, North Dakota  
Lakota, North Dakota  
Northwood, North Dakota  
Riverdale, North Dakota  
Valley City, North Dakota  
Beresford, South Dakota  
Brookings, South Dakota  
Burke, South Dakota  
Faith, South Dakota  
Fort Pierre, South Dakota  
Flandreau, South Dakota  
Pickstown, South Dakota  
Pierre, South Dakota  
Vermillion, South Dakota  
Watertown, South Dakota  
Winner, South Dakota

**Northern Cities Group:**

Alexandria, Minnesota  
Barnesville, Minnesota  
Benson, Minnesota  
Breckenridge, Minnesota  
Detroit Lakes, Minnesota  
Elbow Lake, Minnesota  
Henning, Minnesota  
Lake Park, Minnesota  
Ortonville, Minnesota  
Staples, Minnesota  
Wadena, Minnesota  
Big Stone City, South Dakota

**Split Rock Group:**

Adrian, Minnesota  
Jackson, Minnesota  
Lakefield, Minnesota  
Westbrook, Minnesota  
Worthington, Minnesota

**Xcel Group:**

Marshall, Minnesota  
Melrose, Minnesota  
Saint James, Minnesota  
Sauk Centre, Minnesota  
Hillsboro, North Dakota

**MidAmerican Group:**

Atlantic, Iowa  
Pella, Iowa

**GRE Group:**

Willmar, Minnesota

**REVENUE REPORT**  
**CALENDAR 11/2018, FISCAL 11/2018**

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	1,691,276.10	7,979.32	1,202,132.51	71.08	489,143.59
	AMBULANCE TOTAL	119,500.00	8,769.03	127,671.05	106.84	8,171.05-
	SCDP GRANT REVOLVING LOAN TOTA	.00	481.62	11,169.36	.00	11,169.36-
	SCDP GRANT 2017 ADMIN TOTAL	.00	134.72	48,090.57	.00	48,090.57-
	EDA TOTAL	60,219.00	.00	58,372.07	96.93	1,846.93
	EDA REVOLVING LOAN FUND TOTAL	2,600.00	24.09	1,523.48	58.60	1,076.52
	SEWR SYSTEM REPLACEMENT TOTAL	52,000.00	.00	.00	.00	52,000.00
	2009 GO TEMP IMPROVE DEBT TOTA	100.00	.00	.00	.00	100.00
	INFRA. REPLACE. DEBT SERV TOTA	339,519.65	.00	289,241.62	85.19	50,278.03
	2015 GO REFUNDING DS TOTAL	356,582.57	132,719.21	271,538.99	76.15	85,043.58
	2016 GO REF/WT REV DS TOTAL	137,261.75	137,261.75	137,261.75	100.00	.00
	WATER TOTAL	532,600.00	41,279.42	478,625.36	89.87	53,974.64
	SEWER TOTAL	454,050.00	36,102.11	409,995.22	90.30	44,054.78
	SANITATION TOTAL	218,777.00	18,424.99	199,453.45	91.17	19,323.55
	ELECTRIC UTILITY TOTAL	1,448,412.00	131,534.05	1,385,266.20	95.64	63,145.80
	STORM SEWER TOTAL	143,600.00	12,134.63	134,206.69	93.46	9,393.31
	LIQUOR TOTAL	414,037.00	35,852.50	372,521.32	89.97	41,515.68

**REVENUE REPORT**  
**CALENDAR 11/2018, FISCAL 11/2018****PCT OF FISCAL YTD 91.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	EASTVIEW APARTMENTS TOTAL	168,520.00	14,615.58	152,259.41	90.35	16,260.59
	RESERVE TOTAL	55,000.00	35,673.25	56,194.37	102.17	1,194.37-
	REVENUE BY FUND SUMMARY	=====	=====	=====	=====	=====
		6,194,055.07	612,986.27	5,335,523.42	86.14	858,531.65
		=====	=====	=====	=====	=====

**BUDGET REPORT**  
**CALENDAR 11/2018, FISCAL 11/2018**

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	1,691,276.10	92,009.02	1,393,202.84	82.38	298,073.26
	AMBULANCE TOTAL	103,958.00	3,396.47	74,722.70	71.88	29,235.30
	SCDP GRANT REVOLVING LOAN TOTA	.00	5,758.80	7,432.63	.00	7,432.63-
	SCDP GRANT 2017 ADMIN TOTAL	.00	.00	47,820.30	.00	47,820.30-
	EDA TOTAL	59,850.00	52.25	56,642.38	94.64	3,207.62
	EDA REVOLVING LOAN FUND TOTAL	200.00	.00	86,516.54	3,258.27	86,316.54-
	2009 GO TEMP IMPROVE DEBT TOTA	200.00	.00	300.00	150.00	100.00-
	INFRA. REPLACE. DEBT SERV TOTA	334,799.00	.00	334,698.75	99.97	100.25
	2015 GO REFUNDING DS TOTAL	339,820.00	233,805.00	343,405.00	101.05	3,585.00-
	2016 GO REF/WT REV DS TOTAL	138,061.75	.00	138,037.50	99.98	24.25
	WATER TOTAL	716,480.12	198,957.28	711,600.69	99.32	4,879.43
	SEWER TOTAL	688,255.88	40,435.07	628,775.45	91.36	59,480.43
	SANITATION TOTAL	218,487.75	2,795.82	170,127.96	77.87	48,359.79
	ELECTRIC UTILITY TOTAL	1,324,788.23	91,370.37	1,176,869.55	88.83	147,918.68
	STORM SEWER TOTAL	230,323.06	116,190.91	216,147.83	93.85	14,175.23
	LIQUOR TOTAL	417,617.18	30,921.04	355,810.06	85.20	61,807.12
	EASTVIEW APARTMENTS TOTAL	199,525.87	11,444.54	180,466.98	90.45	19,058.89

**BUDGET REPORT**  
**CALENDAR 11/2018, FISCAL 11/2018****PCT OF FISCAL YTD 91.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	SELECT ACCOUNT TOTAL	.00	.00	4,500.98	.00	4,500.98-
	RESERVE TOTAL	159,038.00	30,000.00-	159,238.00	100.13	200.00-
	EXPENSES BY FUND SUMMARY	=====	=====	=====	=====	=====
		6,622,680.94	797,136.57	6,086,316.14	91.90	536,364.80
		=====	=====	=====	=====	=====

# Water Plant Monthly Report

Year: 2018

		January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
Aqua Hawk	Used (gal)	23	18	21	22	31	30	27	26	25	21	20		264
	Cost	\$195.27	\$152.82	\$178.29	\$186.78	\$263.19	\$254.70	\$229.23	\$220.74	\$212.25	\$178.29	\$169.80		\$2,241.36
KMNo4	Used (lbs)	333	267	352	356	475	454	432	370	332	320	287		3978
	Cost	\$1,248.75	\$1,001.25	\$1,320.00	\$1,335.00	\$1,781.25	\$1,702.50	\$1,620.00	\$1,387.50	\$1,245.00	\$1,200.00	\$1,076.25		\$14,917.50
Anti Scalant	Used (gal)	34	28	29	30	42	41	38	35	32	32	29		370
	Cost	\$1,642.20	\$1,352.40	\$1,400.70	\$1,449.00	\$48.30	\$1,980.30	\$1,835.40	\$1,687.00	\$1,545.60	\$1,545.60	\$1,400.70		\$15,887.20
Poli-phosphate	Used (gal)	52	41	41	47	72	63	62	56	51	52	48		585
	Cost	\$659.36	\$519.88	\$519.88	\$595.96	\$912.96	\$798.84	\$786.16	\$710.08	\$646.68	\$659.36	\$608.64		\$7,417.80
Chlorine	Used (lbs)	99	67	75	74	125	103	107	96	86	93	88		1013
	Cost	\$94.05	\$63.65	\$71.25	\$70.30	\$118.75	\$97.85	\$101.65	\$91.20	\$81.70	\$88.35	\$83.60		\$962.35
Nalco 7768 Polymer	Used (gal)	2.5	2.2	2.25	2.4	3.5	3.5	3	2.75	2	1.75	2.13		27.98
	Cost	\$68.00	\$59.84	\$61.20	\$65.28	\$95.20	\$95.20	\$81.60	\$74.80	\$54.40	\$47.60	\$57.94		\$761.06
Flouride	Used (gal)	18	15	17	17	24	22	20	18	17	17	16		201
	Cost	\$91.44	\$76.20	\$86.36	\$86.36	\$121.92	\$111.76	\$101.60	\$91.44	\$86.36	\$86.36	\$81.28		\$1,021.08
Sodium meti-Bisulfate	Used (lbs)	10	9	7	9	12	11	12	8	9	9	7		103
	Cost	\$14.10	\$12.69	\$9.87	\$12.69	\$16.92	\$15.51	\$16.92	\$11.28	\$12.69	\$12.69	\$9.87		\$145.23
R <sub>6</sub> O <sub>6</sub> Pre-Filters	Used (case)	1	1	2	2	5	3	1	0	2	2	1		20
	Cost	\$237.95	\$206.50	\$414.70	\$414.70	\$1,036.75	\$622.05	\$207.35	\$0.00	\$414.70	\$414.70	\$207.35		\$4,176.75
RO Cleaner P 703 low Ph	Used	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
Sodium Hydroxide	Used (gal)	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
RO Cleaner p111 High Ph	Used (lbs)	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
Caustic Soda 50% & 30%	Used (gal)	100	82	87	88	118	111	108	99	86	79	78		1036
	Cost	\$854.00	\$700.28	\$742.98	\$751.52	\$1,007.72	\$947.94	\$922.32	\$845.46	\$734.44	\$674.66	\$666.12		\$8,847.44
Hydrachloric Acid 31%	Used (gal)	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

Well gal Pumped	x1000	5037	4155	4659	5036	6778	6398	6060	7180	5218	5099	4806		60426
Hi service gal, pumped	x1000	3494	2847	3127	3178	4435	4135	3901	3758	3427	3362	3181		38845
Gallons to Waste	x1000	1140	945.5	1042	1045.8	1450	828	727.2	1230	1108	1083	1012		11611.5
RC membrane gal pumped	x1000	3733	2990	3282	3277	4576	4379	4151	4003	3605	3511	3332		40839
Backwash gal pumped	x1000	558	442	589	917	1117	988	960	809	706	705	631		8422
w. p water meter gallons	Actual	192300	157470	173740	180310	251400	234810	221660	213020	191470	189770	177260		2183210
Treated accounted gal	Actual	224800	63500	4000	3100	8800	10900	15700	72100	8400	2000	13900		427200
Soft Water gal sold	Actual	0	0	0	0	0	0	0	10000	6000	0	1000		17000
Baseball Field well gal pumped	Actual	0	0	0	0	217400	95400	246100	196000	92000	62100	0		909000

1/30 water main break, est. water loss=203,000gals

2/16 water main break, est. water loss=63500gals

62,000gal of water used for flushing well #2 in August

56,800gal through hydrandt meter to fill pool for winter in October

13,900gal used to flush hydrants in Nov

Regular Drill Meeting  
11/19/2018

The Madison Volunteer Fire Department met in regular session with Chief Mitch Wellnitz presiding.

Roll call was made and minutes of the last meeting were read and approved.

Gary Hansen gave the treasurers report and it was approved as read.

Emergency calls for the past month:

1. October 18 -- combine fire, Bryan Clark

Training Officer Report: December 3rd training -- search and rescue training.

December Hall Duties: Jamie Jahn and Jared Rakow.

Ham Bingo fundraiser is scheduled for December 8th, starting at 4:00. Twenty-five to thirty hams will be part of the prizes.

A discussion was held in regards to a recent situation where a person complained to the City Council about a bill he received for an emergency call for a leaking propane tank. Two members of the MFD assisted the individual (at different times) along with some assistance from a Bellingham Fire Department member. Over the past number of years the MFD's policy has been that if a truck leaves the hall for an emergency call, the call needs to be billed. This policy is clear cut and leaves no doubt as to what gets billed and what does not. It is the fire department's belief that billing on a case-by-case basis will cause numerous more issues as many calls would be disputed and the department (and city) would come under more scrutiny causing many more complaints. A motion was made by Brian Tebben to keep the MFD billing policy as is, with the call being billed out if any of the trucks leave the hall, seconded by Jerod Zimbelman, passed by voice vote. It was also mentioned that the MFD has no issue if the City Council decides to change or alter a bill after it has been submitted from the MFD.

If you would wish to have your annual MFD payment issued by direct deposit rather than by check, please let Mitch know as he has the forms needed to get that set up.

Motion was made by Brian Tebben to adjourn meeting seconded by Jerod Zimbelman, carried.

Don Tweet  
Secretary



Madison Fire Department  
404 6th Ave  
Madison, MN 56256

Invoice No.

# INVOICE

**Customer**

Name Delany Elsner-Brown  
Address 421 1st Ave  
City Madison State MN ZIP 56256  
Phone 605-430-6921

**Misc**

Date 5/5/2018  
Order No.  
Rep  
FOB

Qty	Description	Unit Price	TOTAL
1	Base Fee-Fire Call	\$ 1,000.00	\$ 1,000.00
		SubTotal	\$ 1,000.00
		Shipping	
		TOTAL	\$ 1,000.00

**Payment**

Select One...

Tax Rate(s)

Comments

Name

CC #

Expires

# Madison Fire Department Annual Relief Association Meeting

Date: Monday, December 17th, 2018

Location: Madison Fire Hall

Time: 6:30pm



**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

November 27, 2018

Honorable Mayor Thole,  
Members of the City Council and City Manager, Val Halvorson  
City of Madison  
404 6<sup>th</sup> Avenue  
Madison, MN 56256

Re: 2017 General Engineering  
Madison, Minnesota  
BMI Project No: W14.112960

Dear Mayor, Council and Manager:

Please find the enclosed invoice from Bolton & Menk, Inc. for engineering services for the above referenced project.

I recommend total payment be made in the amount of \$1,105.00. If you have questions regarding any of the above, please feel free to call me at 320-231-3956.

Sincerely,

**Bolton & Menk, Inc.**

**Phillip DeSchepper, P.E.**  
City Engineer

Enclosures



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.  
 1960 Premier Drive | Mankato, MN 56001-5900  
 507-625-4171 | 507-625-4177 (fax)  
 www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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City of Madison  
 Val Halvorson, City Manager  
 City Hall  
 404 6th Avenue  
 Madison, MN 56256-1237

November 20, 2018

Project No: W14.112960

Invoice No: 0225851

**Madison/2017 General Engineering****Professional Services**

	Hours	Rate	Amount	
Project Design Engineer				
DeSchepper, Phillip	3.00	125.00	375.00	
Senior Technician				
Svavarsson, Jonas	3.00	100.00	300.00	
Survey Technician				
DeSchepper, Francis	.50	110.00	55.00	
Alley Staking Calculations				
Zondervan, Douglas	3.00	125.00	375.00	
Stake Alley				
Totals	9.50		1,105.00	
<b>Total Labor</b>				<b>1,105.00</b>
<b>Total this Invoice</b>				<b>\$1,105.00</b>



**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

November 27, 2018

Honorable Mayor Thole,  
Members of the City Council and City Manager, Val Halvorson  
City of Madison  
404 6<sup>th</sup> Avenue  
Madison, MN 56256

Re: 2018 General Engineering  
Madison, Minnesota  
BMI Project No: W14.115542

Dear Mayor, Council and Manager:

Please find the enclosed invoice from Bolton & Menk, Inc. for engineering services for the above referenced project.

I recommend total payment be made in the amount of \$2,265.00. If you have questions regarding any of the above, please feel free to call me at 320-231-3956.

Sincerely,

**Bolton & Menk, Inc.**

  
**Phillip DeSchepper, P.E.**  
City Engineer

Enclosures



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.  
 1960 Premier Drive | Mankato, MN 56001-5900  
 507-625-4171 | 507-625-4177 (fax)  
 www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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City of Madison  
 Val Halvorson, City Manager  
 City Hall  
 404 6th Avenue  
 Madison, MN 56256-1237

November 20, 2018

Project No: W14.115542

Invoice No: 0225878

**Madison/2018 General Engineering****Professional Services**

	Hours	Rate	Amount	
Project Design Engineer				
Clemens, Jason	17.50	120.00	2,100.00	
Sanitary Sewer Analysis				
Rieckman, Ryan	1.50	110.00	165.00	
EDS Development				
Totals	19.00		2,265.00	
<b>Total Labor</b>				<b>2,265.00</b>
		<b>Total this Invoice</b>		<b>\$2,265.00</b>



**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

November 27, 2018

Honorable Mayor Thole,  
Members of the City Council and City Manager, Val Halvorson  
City of Madison  
404 6<sup>th</sup> Avenue  
Madison, MN 56256

Re: 2018 Watermain Improvements  
Madison, Minnesota  
BMI Project No: W14.115966

Dear Mayor, Council and Manager:

Please find the enclosed invoice from Bolton & Menk, Inc. for engineering services for the above referenced project.

I recommend total payment be made in the amount of \$410.00. If you have questions regarding any of the above, please feel free to call me at 320-231-3956.

Sincerely,

**Bolton & Menk, Inc.**

**Phillip DeSchepper, P.E.**  
City Engineer

Enclosures



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.  
 1960 Premier Drive | Mankato, MN 56001-5900  
 507-625-4171 | 507-625-4177 (fax)  
[www.Bolton-Menk.com](http://www.Bolton-Menk.com)

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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City of Madison  
 Val Halvorson, City Manager  
 City Hall  
 404 6th Avenue  
 Madison, MN 56256-1237

November 20, 2018

Project No: W14.115966

Invoice No: 0225838

**Madison/2018 Watermain Improvements****Professional Services**

	<b>Hours</b>	<b>Amount</b>	
Administrative Assistant	5.50	410.00	
Totals	5.50	410.00	
<b>Total Labor</b>			<b>410.00</b>
<b>Total this Invoice</b>			<b>\$410.00</b>





**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

November 27, 2018

Honorable Mayor Thole,  
Members of the City Council and City Manager, Val Halvorson  
City of Madison  
404 6<sup>th</sup> Avenue  
Madison, MN 56256

Re: Water Supply Plan  
Madison, Minnesota  
BMI Project No: W14.116800

Dear Mayor, Council and Manager:

Please find the enclosed invoice from Bolton & Menk, Inc. for engineering services for the above referenced project.

I recommend total payment be made in the amount of \$2,490.00. If you have questions regarding any of the above, please feel free to call me at 320-231-3956.

Sincerely,

**Bolton & Menk, Inc.**

**Phillip DeSchepper, P.E.**

City Engineer

Enclosures



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.  
 1960 Premier Drive | Mankato, MN 56001-5900  
 507-625-4171 | 507-625-4177 (fax)  
 www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment



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\* W 1 4 . 1 1 6 8 0 0 \*

City of Madison  
 Val Halvorson, City Manager  
 City Hall  
 404 6th Avenue  
 Madison, MN 56256-1237

November 20, 2018

Project No: W14.116800

Invoice No: 0225860

**Madison/Water Supply Plan****Professional Services**

	Hours	Amount	
Project Design Engineer	20.00	2,500.00	
Totals	20.00	2,500.00	
<b>Total Labor</b>			<b>2,500.00</b>

**Billing Limits**

	Current	Prior	To-Date	
Total Billings	2,500.00	2,510.00	5,010.00	
Limit			5,000.00	
<b>Adjustment</b>				<b>-10.00</b>

**Total this Invoice** **\$2,490.00**

**CITY OF MADISON, MINNESOTA  
RESOLUTION NO.: 18-43**

State of Minnesota                     )  
County of Lac qui Parle             )ss  
City of Madison                        )

**RESOLUTION AMENDING SANITATION RATES**

**WHEREAS**, City Council periodically reviews the operations of sanitation services and determines the appropriate levels of revenues and expenditures; and

**WHEREAS**, the City Council has reviewed the expenditures of said services and has determined that the proposed expenditures are appropriate and reasonable for the functions being performed; and

**WHEREAS**, the City Council has determined that the revenues associated therewith are insufficient to finance the current operations of those funds; and

**WHEREAS**, the sanitation rates were last adjusted in 1993, 2006; and

**WHEREAS**, the City Council held a public hearing on December 10, 2018, relative to the proposed graduated rate schedule, as copy of which is attached hereto as “Exhibit A;” and

**WHEREAS**, it is necessary to increase the rates charged for sanitation services; and

**WHEREAS**, City Ordinance Chapter III, Section 34.01 provides that the said rates shall be fixed, determined and amended by the City Council and adopted by resolution.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA**, the Fee Schedule for commercial sanitation services is hereby amended as set forth attached “Exhibit A” which is incorporated herein by reference.

**FURTHER, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA**, the effective implementation date for the 2018 rate adjustments is with the first full billing cycle in 2018.

Upon the vote taken thereon, the following voted:

For:

Against: .

Whereupon said Resolution No. 18-43 was declared duly passed and adopted this 10<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Greg Thole  
Mayor

Attest: \_\_\_\_\_  
Kathleen Weber  
City Clerk

**Sanitation Rates**

Container Size	Current Base Rate	2019 Base Rate	2020 Base Rate	2021 Base Rate
35 Gallon	14.50	15.50	15.75	16.00
65 Gallon	16.00	17.00	17.25	17.50
95 Gallon	17.50	18.50	18.75	19.00
1 1/2 Yard Dumpster	27.63	30.85	34.10	37.35
2 Yard Dumpster	36.84	41.14	45.47	49.80
3 Yard Dumpster	55.26	61.70	68.20	74.69

\* Monthly rates shall be compiled by multiplying the base rate times the number of times picked up per week

\*\*Dumpster monthly(4.33 weeks) rate is per yard 2019 \$4.75, 2020 \$5.25, 2021 \$5.75

\*\*\*Minimum monthly sanitation charges =15.50

**CITY OF MADISON MINNESOTA  
RESOLUTION NO. 18-44**

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

**RESOLUTION ESTABLISHING THE  
GENERAL FUND 2019 BUDGET**

**WHEREAS**, the City Council is interested in establishing the General Fund Budget for 2019.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
MADISON, LAC QUI PARLE COUNTY, MINNESOTA** that the following budget for the year 2019  
is hereby adopted and does not include any General Obligation Bonded Debt:

General Fund	Revenues	\$ <u>1,559,570.09</u>
	Expenses	\$ <u>1,559,570.09</u>
	Balance	\$ -0-

Upon the vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 18-44 was declared duly passed and adopted this 10<sup>th</sup> day of  
December, 2018.

\_\_\_\_\_  
Greg Thole  
Mayor

Attest: \_\_\_\_\_  
Kathleen Weber  
City Clerk

**CITY OF MADISON MINNESOTA  
RESOLUTION NO. 18-45**

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

**RESOLUTION ADOPTING THE 2019 BUDGETS**  
**(EXCLUSIVE OF THE GENERAL FUND)**

**WHEREAS**, the City Council is interested in establishing a 2019 Budget reflecting all “Non-General Funds.”

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA** that the following non-general fund budgets for the year 2019 are hereby adopted:

	<b>Fund</b>	<b>Revenue</b>	<b>Expenses</b>	<b>Balance</b>	<b>After Depreciation</b>
201	<i>Ambulance</i>	\$134,500.00	\$113,675.00	\$20,825.00	\$20,825.00
211	<i>EDA Fund</i>	\$60,327.00	\$59,958.00	\$369.00	\$369.00
212	<i>EDA Rev Loan</i>	\$2,600.00	\$200.00	\$2,400.00	\$2,400.00
308	<i>2009 GO Temp DS</i>	\$100.00	\$0.00	\$100.00	\$100.00
350	<i>Infra DS Fund</i>	\$334,297.00	\$334,155.00	\$142.00	\$142.00
351	<i>2015 GO Ref DS</i>	\$345,585.31	\$341,265.00	\$4,320.31	\$4,320.31
353	<i>GO Ref/WT DS</i>	\$141,462.50	\$146,762.50	-\$5,300.00	-\$5,300.00
601	<i>Water Fund</i>	\$585,850.00	\$823,313.49	-\$237,463.49	-\$49,205.21
602	<i>Sewer Fund</i>	\$455,800.00	\$683,289.99	-\$227,489.99	\$13,591.21
603	<i>Sanitation Fund</i>	\$221,100.00	\$219,923.37	\$1,176.63	\$1,420.23
604	<i>Electric Fund</i>	\$1,464,650.62	\$1,409,557.27	\$55,093.35	\$108,938.91
605	<i>Storm Sewer Fund</i>	\$146,250.00	\$234,430.11	-\$88,180.11	\$494.97
609	<i>Liquor Fund</i>	\$404,000.00	\$405,347.00	-\$1,347.00	\$4,672.32
614	<i>Eastview Apts Fund</i>	\$168,520.00	\$204,423.27	-\$35,903.27	\$2,601.25
851	<i>Reserve Fund</i>	\$40,000.00	\$15,400.00	\$24,600.00	\$24,600.00
225	<i>Sewer Capital Fund</i>	\$45,000.00	\$0.00	\$45,000.00	\$45,000.00
	<b>Totals</b>	<b>\$4,550,042.43</b>	<b>\$4,991,700.00</b>	<b>-\$441,657.57</b>	<b>\$174,969.99</b>

Upon the vote taken thereon, the following voted:

For:

Against:

Absent:

Whereupon said Resolution No. 18-45 was declared duly passed and adopted this 10<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Greg Thole  
Mayor

Attest: \_\_\_\_\_  
Kathleen Weber  
City Clerk

**CITY OF MADISON MINNESOTA  
RESOLUTION NO. 18-46**

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

**RESOLUTION ADOPTING TAX LEVY 2018  
COLLECTIBLE 2019**

**WHEREAS**, the City Council is interested in establishing a Final Tax Levy 2018 Collectible 2019.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA** that the following sum of money be levied for the current year, collectible 2018, upon taxable property in the City of Madison, for the following purposes:

2019 Levy Breakdown			
		<i>Preliminary Levy</i>	<i>Final Levy</i>
<i>General Fund</i>		\$441,269.00	\$400,482.00
<i>Economic Development Authority</i>		\$8,500.00	\$8,500.00
<i>Debt Services</i>			
<i>2012 USDA Loan #2,#3</i>		\$84,178.00	\$84,178.00
<i>2015A GO Refunding</i>		\$58,949.88	\$58,949.88
	<b><i>TOTAL</i></b>	\$592,896.88	\$552,109.88

Upon the vote taken thereon, the following voted:

For: Volk, Thole, Meyer, Zahrbock, and Conroy

Against: None

Absent: None

Whereupon said Resolution No. 18-46 was declared duly passed and adopted this 10<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Greg Thole  
Mayor

Attest: \_\_\_\_\_  
Kathleen Weber  
City Clerk

## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT** is made this 10th day of December, 2018, between the City of Madison, a political subdivision serving as a municipal corporation, ("City Council") and Bart Hill ("Contractor"). City Council and Contractor agree as follows:

1. Contractor agrees to perform general grounds maintenances services for the City of Madison including, but not limited to, infield mowing, weeding, edging, equipment storage, etc. at the Madison Memorial Field.
2. The City Council will pay Contractor \$1,800 on an annual basis for the work performed during the term of this Agreement.
3. Contractor agrees to submit an annual invoice for work performed under this Agreement.
4. Any and all expenses incurred by Contractor in performing services pursuant to this Agreement are the sole responsibility of Contractor, unless otherwise agreed.
5. Contractor shall have no obligation to work any particular hours or any particular amount of hours. Contractor shall determine the means and manner in which Contractor provides his services. The City Council and its agents and representatives shall not have any right to control or direct the details, manner or means by which Contractor provides his services.
6. Consistent with the relationship between the parties to this Agreement, Contractor shall not be represented to the public as an employee or agent of City Council by either Contractor or City Council.
7. Contractor agrees to secure any and all necessary licenses for the operation of Contractor's business, and to conduct such business in full compliance with all applicable laws, codes and regulations.
8. This Agreement shall be in effect from May 1, 2019, through October 31, 2019 and May 1, 2020, through October 31, 2020. In addition, either party may terminate this Agreement on 30 days' written notice to the other party.
9. Contractor agrees to comply with all tax laws applicable to the operation of a business, including, but not limited to, the reporting of all gross receipts there from as income from the operation of a business, the payment of all employment taxes, compliance with all employment tax requirements for withholding on any employees used by contractor, and compliance with state employment workers' compensation laws. Contractor acknowledges the payments by City Council to Contractor will be subject to information reporting requirements (and backup withholding requirements, if and as applicable) as the same are imposed by applicable law. Contractor acknowledges that Contractor will not be treated as an employee of City Council with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any



employee welfare or pension benefit plans that are or may come to be maintained by City Council, or for purposes of any other benefits that the City Council accords to any of its employees.

10. There are no agreements between Contractor and City Council except as appear in this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City Council and Contractor have executed or caused this Agreement to be executed upon the date and year first above-written.

CONTRACTOR

\_\_\_\_\_

CITY OF MADISON

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

By: \_\_\_\_\_  
Its: Clerk

**CITY ATTORNEY RETAINER AGREEMENT**  
**BETWEEN THE CITY OF MADISON AND SWENSON, NELSON & STULZ, PLLC**  
**FOR THE TERM OF 01/01/2019 THROUGH 12/31/2020**

**THIS AGREEMENT**, made and entered this 10th day of December, 2018, by and between the City of Madison, a local governmental subdivision of the State of Minnesota, hereafter referred to as "City", and the law firm of Swenson, Nelson & Stulz, PLLC, an independent contractor, hereafter referred to as "Law Firm", for the period of January 1, 2019, through December 31, 2020.

1. **APPOINTMENT.** The City hereby retains and appoints the law firm of Swenson, Nelson & Stulz, PLLC as its city attorney law firm for the calendar years of 2019 and 2020. Richard G. Stulz, Esq. shall act as City Attorney. Said attorney Law Firm hereby agrees to act in such capacity, all pursuant to the terms and conditions hereinafter specified. This appointment is based on the recommendation of the City Manager and City Charter.

2. **BASE RETAINER.** The City shall pay Law Firm a base monthly retainer of One Thousand Eight Hundred Fifty and no/100ths Dollars (\$1,850.00) per month for the calendar years of 2019 and 2020 regardless of the amount of legal services provided in any given month, except as herein provided. Said retainer shall include routine city attorney services such as attendance at meetings of the city council, planning commission, cable commission, the city economic development authority and park board. Services shall include but not be limited to the following: prosecution of all statutory and ordinance misdemeanor violations and Driving While Impaired gross misdemeanor violations occurring within the city of Madison, consultations with the City Manager, city council members, mayor, city clerk, city treasurer, law enforcement officers and other department heads as may be required from time to time relative to city business, legal research, written memorandums or opinions upon request. Further, the Law Firm shall represent the City in matters necessary for the proper operation and conduct of city affairs.

3. **ADDITIONAL COMPENSATION.** The Law Firm shall be compensated for special projects, case or subject matter not included in the base retainer as agreed upon in advance and approved by either the City Manager or city council. Such projects shall be described in writing and will be billed at an hourly rate of One Hundred Five and no/100ths Dollars (\$105.00) per hour. Further, the Law Firm will be reimbursed for out-of-pocket expenses commensurate with the current policies of the City.

4. **ECONOMIC DEVELOPMENT AUTHORITY.** Services relative to the City's economic development shall be included in the Law Firm's retainer. Exceptions will include the following: drafting loan agreements, promissory notes, mortgages, security agreements, annexation agreements, related documents, state grant/program documentation, collection of defaulted loans and/or similar types of work. Such services will be billed at an hourly rate of One Hundred Five and no/100ths Dollars (\$105.00) per hour or at a rate to be determined by the parties prior to the commencement of legal services.

5. **TERMINATION.** This Agreement may be cancelled by the City or by the Law Firm with or without cause, upon not less than ninety (90) days written notice to the other party served upon the Mayor through the City Clerk's Office and the Law Firm's most current address on file.

6. **ENTIRE AGREEMENT.** It is understood that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between interested parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Law Firm and the City.

**IN WITNESS WHEREOF,** the City and Law Firm have hereunto subscribed their names this 10th day of December, 2018, and have agreed to be bound thereby.

**LAW FIRM**

Swenson, Nelson & Stulz, PLLC  
Attorneys at Law  
214 Sixth Avenue  
Madison, MN 56256  
(320) 598-7578

**CITY**

City of Madison  
404 Sixth Avenue  
Madison, MN 56256  
(320) 598-7373

\_\_\_\_\_  
By: Richard G. Stulz, Esq.

\_\_\_\_\_  
By: Mayor, Gregory Thole

ATTEST:

\_\_\_\_\_  
By: City Clerk, Kathleen Weber

**BUILDING MAINTENANCE AGREEMENT**  
**BETWEEN THE CITY OF MADISON AND OLD ARMY SERVICES**  
**FOR THE TERM OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2019**

THIS AGREEMENT, made and entered into this 10th day of December, 2018, by and between the City of Madison, a local governmental subdivision of the State of Minnesota, hereafter referred to as “the City”; and Lyndon Worden, an independent contractor, whose business address is 104 W 10<sup>th</sup> St, Madison, MN; hereafter referred to as “the Contractor”, for the period from January 1, 2019 to December 31, 2019.

WHEREAS, the City owns the buildings known as the Madison Municipal Building (City Hall) located at 404 6th Avenue and has need to contract with an independent contractor for the purpose of providing inside and exterior maintenance and upkeep in said buildings, and to perform the duties set forth and described in EXHIBIT “A” attached hereto and made a part hereof; and

WHEREAS, the Contractor has the experience and capacity to perform the duties set forth and described in EXHIBIT “A” attached hereto.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, **IT IS HEREBY AGREED** as follows:

**DESCRIPTION OF WORK**

Work to be performed by the Contractor includes the duties and services set forth in EXHIBIT “A” attached hereto and made a part hereof

**PERFORMANCE OF DUTIES**

Completed work must satisfy a “reasonable” person’s standard with regard to cleanliness, absence of stains or streak marks, removal of dust and dirt, and replacement of furnishings in an orderly and preferred customer arrangement after cleaning. The City will provide feedback about contractor’s performance from the City Manager on a periodic basis to ensure these standards are being met to the satisfaction of the City. It is understood by all parties that the Contractor’s level of performance to the satisfaction of the City is a significant factor in subsequent renewal or termination of this contract. Extra duties beyond those described and outlined in Exhibit “A” that the City requests of the Contractor shall be compensated at the rate of \$20.00 per hour (duties not included in the Agreement subject to the Contractor’s approval). The Contractor shall submit a monthly invoice stating the hours worked and duties performed and where.

**ASSIGNMENT OF DUTIES**

Rights to this contract cannot be assigned or duties delegated without the written consent of both parties. Any assignment without prior written authorization confirmed by the city council, renders this contract void and all rights hereunder will thereupon terminate.

### **ACCESS TO BUILDING**

To minimize the disruption to the City in performance of this contract, it is preferred that work performed by the Contractor be arranged before or after normal work hours (Madison Municipal Building) generally are 8:00 a.m. to 4:30 p.m. Cleaning time may be arranged with the Prairie Five Dining Staff and the business office during business hours for specific areas of the building that are not being used.

### **PAYMENT**

The City will pay the Contractor for all work performed by the Contractor, the bid price of \$850.00 per month for the Madison Municipal Building with daily cleaning on a five day a week basis as established in the exhibits incorporated herein by reference. Contractor shall submit an itemized billing to the City of all work performed for the previous month, and turn in such billing no later than the first working day following the month of service. With timely receipt of billing, the City will issue payment in accordance with the City's regular bill payment process (the city council regularly meets the second and fourth Mondays of each month).

### **EQUIPMENT AND SUPPLIES**

A) The City provides disposable items for the building including the following: rest room soap, paper towels, toilet paper, garbage/sanitary napkin disposal bags, and incandescent and florescent light bulbs. The City may provide equipment for cleaning or janitorial functions (joint cooperation required on this matter).

B) The Contractor will provide disposable items for cleaning the building including the floor cleaners, wax removers (if required), floor wax (if required), dusting spray, window spray, tile cleaners, disinfectant liquids, bowl cleaners, and cloths. The Contractor supplies their own vacuum (city may own vacuums for their own use), extractor, floor buffer, mops, ladders or step stools. Costs of such furnished items are to be included in the bid price accepted by the City.

C) The Contractor is prohibited from using city chairs, desks or other office furniture to stand on or for high reach needs.

D) The City will allow Contractor to store said equipment on the premises if needed in a location mutually agreeable to both parties (generally the custodial/storage room). Items stored must be secured and kept in a neat and orderly manner to the satisfaction of the City. All supplies stored on premises must be properly labeled and be contained so as not to release any toxic fumes.

### **SAFEGUARD OF CLIENT INFORMATION**

Contractor acknowledges that it may come into contact with confidential information while performing its duties hereunder. The use or disclosure, by any party, of information concerning customers or projects of the City in violation of any rule of confidentiality provided for in MS. Chapter 13, or for any purpose not directly connected with the City's or Contractor's responsibility with respect to this maintenance contract hereunder is prohibited.

### **SAFEGUARD OF CITY PROPERTY**

The Contractor shall ensure premises and City property are secure, and shall verify that all parties entering building after hours (during performance of maintenance duties) are employees of the Contractor. The Contractor may not allow person(s) on the premises who are not either employees of the City or employees of the Contractor at any time outside of regular business hours.

The building must remain locked at all times during non-business hours except in the case of scheduled events (city clerk's office is required to supply schedule of events). The consumption of alcoholic beverages while on City premises is strictly prohibited.

In performance of Contractor's duties, Contractor must use diligent care not to damage or cause to damage any office equipment, electrical connections, computers, individual items on shelves or desks, or other City furnishings. If damage does occur, it is the responsibility of the Contractor to notify the City Manager and/or City Public Works Superintendent the next working day of the incident.

### **RELATIONSHIP OF PARTIES**

The parties intend that an independent contractor-customer relationship be created by this contract. Contractor agrees to comply with all tax laws applicable to the operation of a business such as contractors, including, but not limited to, the reporting of all gross receipts therefrom as income from the operation of a business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by contractor, and compliance with state employment workers' compensation laws. Contractor acknowledges the payments by City to Contractor will be subject to information reporting requirements (and backup withholding requirements, if and as applicable) as the same are imposed by applicable law. Contractor acknowledges that Contractor will not be treated as an employee of City with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any employee welfare or pension benefit plans that are or may come to be maintained by City, or for purposes of any other benefits or perquisites that City accords to any of its employees.

### **INDEMNITY AND INSURANCE**

A) *Indemnity.* The Contractor agrees that he will at all times indemnify and hold harmless the City from any and all liability, loss, damages, costs, or expenses which may be claimed against the City by reason of any injury caused to a person or any damage to the property of another person, caused by the Contractor or his/her assigns or employees in performing the services provided in this agreement.

B) *Insurance.* The Contractor agrees, in order to protect himself/herself and the City under the indemnity provision set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$300,000 dollars for accidental injury, including death of any one person, and not less than \$1,000,000 dollars on account of one accident, and shall have property damage insurance in the amount of not less than \$300,000 dollars for any such accident arising from any one incident.

Prior to the commencement of services under this agreement, the Contractor shall obtain all of the insurance required herein, and such insurance must be approved by the City and its Attorney, and in addition, such insurance policy must name the City of Madison as an additional insured under said policy. All such insurance contracts shall be evidenced by insurance certificates filed with the City Clerk's Office. The certificates shall contain the provision that the insurance shall not be materially changed or canceled during the life of its agreement without thirty (30) days written notice being given to the City.

**CANCELLATION**

This Agreement may be canceled by the City or by the Contractor with or without cause, to be effective upon not less than thirty (30) days' written notice served upon the City Manager through the City Clerk's Office (Business Office) and the Contractor's most current address on file, to the other party.

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

**CONTRACTOR**

**CITY OF MADISON**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Greg Thole, Mayor

Attest: \_\_\_\_\_  
Kathleen Weber, City Clerk

**City of Madison “Building Maintenance Agreement”  
Exhibit “A”**

Updated November 16, 2017	<b>Work Schedule “Check List”</b>		
<b>Area/Office</b>	<b>Function</b>	<b>Times/week</b>	<b>Times/year</b>
Treasurer’s Office	Vacuum	2	
	Empty garbage	5	
	Empty shredder	as needed	
	Dust sills, TV cabinet, chairs	1	
	Wash table & Coffee area	2	
City Mgr. Office	Vacuum	2	
	Empty garbage	5	
Business Office	Vacuum	2	
	Empty garbage	5	
	Dust sills	1	
	Clean front counter & glass	2	
	Clean countertops	2	
	Clean toilet, sink, mirror	2	
	Scrub bathroom floor	2	
	Refill hand towels/toilet paper	as needed	
	Wash down bathroom walls		2
Copy Room	Vacuum	2	
	Empty garbage	5	
	Dust sills, cabinets, counters	1	
	Empty recycling box	as needed	
Entrances	Vacuum or sweep (dry mop)	5	
	Vacuum rugs	5	
	Scrub floor	1	
	Clean glass	3	
Hallways	Vacuum	3	
	Clean glass	3	
	Clean water fountain	3	
	Dust sills, tables	1	
Stairways	Vacuum	1	
Madison Room	Vacuum		6
	Dust sills		6
	Clean tables, chairs		6
	Empty garbage	as needed	



Area/Office	Function	Times/week	Times/year
Auditorium	Vacuum	1	
	Empty garbage	5	
	Dust sills, railings		12
	Vacuum council chairs		12
	Wash tables	1	
	Clean glass	3	
	Set up and take down for council mtg		24
Downstairs Restrooms	Clean toilets, urinals, sinks, mirrors	5	
	Vacuum or sweep floors (dry mop)	5	
	Scrub floors	2	
	Empty garbage	5	
	Refill hand towels, toilet paper	as needed	
Downstairs Hallways	Vacuum or sweep floor (dry mop)	2	
	Scrub floor	1	
Senior Center	Vacuum or sweep floor (dry mop)	5	
	Scrub floor	2	
	Empty garbage	5	
	Wash tables	2	
	Clean glass	3	
	Dust sills		12
City Hall Building	Wash all windows		2
	Replace light bulbs	as needed	
	Replace furnace filters	as needed	
	Snow removal from exterior steps and entrances – prior to 8:00 am M-F	as needed	
	Wash coffee servers	as needed	
	Sweep exterior steps and entrances	as needed	
	Clean elevator	1	
	Miscellaneous	as needed	

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** is made on the 10th day of December 2018, between the City of Madison, a political subdivision serving as a municipal corporation, ("City Council") and Dan Tuckett ("Contractor"). City Council and Contractor agree as follows:

1. Contractor agrees to perform general business services for the City related to utility bill mailing preparation as directed by the City Council and its City Clerk. Preparation is to include folding and stuffing of the utility bills into mailing envelopes as well as extra inserts and other mailings as needed. Other mailings would be compensated at an agreed upon rate.
2. The City Council will pay Contractor on a monthly basis for the work performed during the term of this Agreement. Contractor's rate of compensation shall be \$150 per monthly billing cycle.
3. Contractor agrees to submit a monthly invoice for work performed under this Agreement.
4. Any and all expenses incurred by Contractor in performing services pursuant to this Agreement are the sole responsibility of Contractor.
5. Contractor shall have no obligation to work any particular hours, except as specified herein, or any particular amount of hours. Contractor shall determine the means and manner in which Contractor provides their services. The City Council and its agents and representatives shall not have any right to control or direct the details, manner or means by which Contractor provides their services.
6. Contractor acknowledges that information they may acquire in the course of the performance of this Agreement, to the extent not generally known or available to the public, constitutes confidential information of the City Council. Contractor agrees not to disclose or use for Contractor's own benefit any confidential information of the City Council, and further agrees to return all such confidential information to City Council on any non-renewal or termination of this Agreement.
7. Consistent with the relationship between the parties to this Agreement, Contractor shall not be represented to the public as an employee or agent of City Council by either Contractor or City Council.
8. Contractor agrees to secure any and all necessary licenses for the operation of Contractor's business, and to conduct such business in full compliance with all applicable laws, codes and regulations.
9. This Agreement shall be in effect for the calendar year 2019. In addition, either party may terminate this Agreement on 30 days written notice to the other party.

10. Contractor agrees to comply with all tax laws applicable to the operation of a business, including, but not limited to, the reporting of all gross receipts therefrom as income from the operation of a business, the payment of all employment taxes, compliance with all employment tax requirements for withholding on any employees used by contractor, and compliance with state employment workers' compensation laws. Contractor acknowledges the payments by City Council to Contractor will be subject to information reporting requirements (and backup withholding requirements, if and as applicable) as the same are imposed by applicable law. Contractor acknowledges that Contractor will not be treated as an employee of City Council with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any employee welfare or pension benefit plans that are or may come to be maintained by City Council, or for purposes of any other benefits that the City Council accords to any of its employees.

11. There are no agreements between Contractor and City Council except as appear in this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City Council and Contractor have executed or caused this Agreement to be executed upon the date and year first above-written.

CONTRACTOR

\_\_\_\_\_

CITY OF MADISON

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

Its: Mayor

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

Its: Clerk

## MEMORANDUM OF UNDERSTANDING

### CRISIS TRANSPORTATION- LAC QUI PARLE COUNTY 2019 & 2020

The undersigned parties desire to set in place a process and procedure to assist in the transportation of non-violent mental health patients from Lac qui Parle health care facilities to treatment centers. The intent is to provide a safe, efficient and consistent means of transporting mental health patients and to provide for the funding of the same.

1. **TRANSPORTATION VEHICLE:** The County agrees to provide a properly equipped vehicle to provide crisis transportation of mental health patients from our local healthcare facilities to a treatment facility. Said patients shall be at least 16 years old, non-violent, and subject to an examiner's hold. Subject to reimbursement for ongoing expenses, County agrees to be responsible for the maintenance and repair of the vehicle, insurance, and housing of the same. The vehicle will be garaged in Madison. County will ensure that the same is ready for service before and after any transportation service.
2. **DRIVERS:** The parties agree to generate a list of qualified interested drivers (First Responders, EMT, Law Enforcement Officers) that will receive dispatch notices from the Sheriff's Department of the need for crisis transportation services. These drivers will be reimbursed at a gross rate of \$20 per hour per driver payable through their respective agencies. Said rate shall be paid for the time spent during transportation of individuals, which shall commence at the time of possession of the vehicle. Unless otherwise agreed, there shall be two (2) drivers for each transport with at least one female driver if a female transport. The County, by and through the Sheriff's Department, will assist in dispatch services.
3. **BUDGET:** Subject to the following, the County will be responsible for advancing the expenses incurred in providing the service during the term of the Agreement. The parties agree, however, to share equally in said expenses (excluding cost of the vehicle) and will provide equal contributions of up to a maximum of \$5,000.00 annually for each year of the Agreement. Each party shall be responsible for any local allocation or cost sharing with other entities. Requests for funding allocations will be made by the County to the parties prior to end of year. The County agrees to provide advance notice if additional funding becomes necessary.
4. **TERM:** This Agreement shall commence on **JANUARY 1, 2019**, and shall continue until **DECEMBER 31, 2020**, unless otherwise terminated or revised as provided herein. Any party may terminate this Agreement upon thirty (30) day notice.
5. **PAYMENT FOR SERVICES:** All requests for payment for services provided hereunder shall be submitted to the County for payment.
6. **INDEPENDENT CONTRACTOR STATUS:** Any and all persons performing services under this Agreement shall remain employees of their respective agencies or otherwise considered independent contractors. No employment relationship shall be created through the performance of this Agreement.

7. **DATA PRACTICES:** All data collected, created, received, maintained, or disseminated for any purposes by the activities of this Agreement shall be governed by the Minnesota Government Data Practices Act as well as any federal rules on data privacy.

COUNTY OF LAC QUI PARLE

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

Its:

CITY OF DAWSON, MINNESOTA

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

Its:

CITY OF MADISON, MINNESOTA

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

Its:

## **Memorandum of Understanding**

This Memorandum made this 10th day of December 2018, by and between the City of Madison (“CITY”) and Jennifer Wold (“WOLD”), doing business as “Gemini Rescue and Kennels.”

**WHEREAS**, the CITY is in need of a caregiver for lost and abandoned dogs.

**WHEREAS**, WOLD is engaged in the business of caring for lost, abandoned and neglected dogs and the ultimate placement of the same from a facility at her home.

**WHEREAS**, WOLD has offered to take into custody and care for lost and abandoned dogs to which the CITY is unable to locate the owner after reasonable inquiry at no direct cost or expenses to the CITY.

**WHEREAS**, the CITY formally recognizes the need for someone to give the proper care and attention to lost and abandoned dogs, and further recognizes the importance of the services that WOLD provides to the area.

**WHEREAS**, in exchange, the CITY has agreed to provide an annual donation to WOLD’s general services, irrespective of the number of dogs actually care for by WOLD, to help her defray some of the costs.

**WHEREAS**, the CITY further has agreed to provide the appropriate facility for the temporary care and custody of the dogs until such time as WOLD is able to take the dogs into her custody.

**NOWHEREFORE**, in consideration of the mutual promises herein, the parties agree as follows:

1.     **CUSTODY**: Subject to her discretion, WOLD agrees to take into her custody and control dogs of which the CITY is unable to locate an owner or dogs which are considered abandoned upon notice from local law enforcement.

2.     **INVESTIGATION**: WOLD further agrees to cooperate with local law enforcement in the determination of whether or not a dog is being properly care for or neglected.

3.     **OWNERSHIP**: In the event the CITY or WOLD is unable to locate the owner of a dog or identify a new owner within 30 days of the original custody date, the dog shall become the sole property of WOLD with no further responsibility of the CITY. WOLD further agrees that in the event that she is not able to locate the owner of a dog or

identify a new owner within 90 days of the original custody date, the dog shall be properly and humanely disposed of.

4. **CARE**: WOLD agrees to care for the dogs in accordance with any local, state or federal laws.

5. **ANNUAL CONTRIBUTION**: Irrespective of the number of dogs taken into custody and care for by WOLD, or the level of assistance WOLD provides to local law enforcement, the CITY agrees to make an annual contribution to the general services that WOLD provides in the amount of \$500 for the year 2019.

6. **WAIVER**: The parties further waive and indemnify the other against any and liability, loss, costs, damages, expenses, claims, or other action arising out of or related to this agreement, including attorneys' fees.

7. **NO EMPLOYMENT RELATIONSHIP**: The parties agree that this agreement does not create an employer/employee relationship.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the above-referenced date.

CITY OF MADISON

JENNIFER WOLD

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Jennifer Wold

ATTEST

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

**BUILDING MAINTENANCE AGREEMENT**  
**BETWEEN THE CITY OF MADISON AND OLD ARMY SERVICES**  
**FOR THE TERM OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2019**

THIS AGREEMENT, made and entered into this 10th day of December, 2018, by and between the City of Madison, a local governmental subdivision of the State of Minnesota, hereafter referred to as “the City”; and Lyndon Worden, an independent contractor, whose business address is 104 W10<sup>th</sup> St, Madison, MN; hereafter referred to as “the Contractor”, for the period from January 1, 2019 to December 31, 2019.

WHEREAS, the City owns the buildings known as the Carnegie Library (Madison Public Library) located at 401 6th Avenue and has need to contract with an independent contractor for the purpose of providing inside and exterior maintenance and upkeep in said buildings, and to perform the duties set forth and described in EXHIBIT “A” attached hereto and made a part hereof; and

WHEREAS, the Contractor has the experience and capacity to perform the duties set forth and described in EXHIBIT “A” attached hereto.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, **IT IS HEREBY AGREED** as follows:

**DESCRIPTION OF WORK**

Work to be performed by the Contractor includes the duties and services set forth in EXHIBIT “A” attached hereto and made a part hereof

**PERFORMANCE OF DUTIES**

Completed work must satisfy a “reasonable” person’s standard with regard to cleanliness, absence of stains or streak marks, removal of dust and dirt, and replacement of furnishings in an orderly and preferred customer arrangement after cleaning. The City will provide feedback about contractor’s performance from the City Manager on a periodic basis to ensure these standards are being met to the satisfaction of the City. It is understood by all parties that the Contractor’s level of performance to the satisfaction of the City is a significant factor in subsequent renewal or termination of this contract. Extra duties beyond those described and outlined in Exhibit “A” that the City requests of the Contractor shall be compensated at the rate of \$20.00 per hour (duties not included in the Agreement subject to the Contractor’s approval). The Contractor shall submit a monthly invoice stating the hours worked and duties performed and where.

**ASSIGNMENT OF DUTIES**

Rights to this contract cannot be assigned or duties delegated without the written consent of both parties. Any assignment without prior written authorization confirmed by the city council, renders this contract void and all rights hereunder will thereupon terminate.



### **ACCESS TO BUILDING**

To minimize the disruption to the City in performance of this contract, all work performed by the Contractor must be arranged before or after normal work hours as publicly posted at the Carnegie Library

### **PAYMENT**

The City will pay the Contractor for all work performed by the Contractor, the bid price of \$750.00 per month for twice weekly cleaning for the Carnegie Library Building as established in the exhibit incorporated herein by reference. Contractor shall submit an itemized billing to the City of all work performed for the previous month, and turn in such billing no later than the first working day following the month of service. With timely receipt of billing, the City will issue payment in accordance with the City's regular bill payment process (the city council regularly meets the second and fourth Mondays of each month).

### **EQUIPMENT AND SUPPLIES**

A) The City provides disposable items for the building including the following: rest room soap, paper towels, toilet paper, garbage/sanitary napkin disposal bags, and incandescent and florescent light bulbs. The City may provide equipment for cleaning or janitorial functions (joint cooperation required on this matter).

B) The Contractor will provide disposable items for cleaning the building including the floor cleaners, wax removers (if required), floor wax (if required), dusting spray, window spray, tile cleaners, disinfectant liquids, bowl cleaners, and cloths. The Contractor supplies their own vacuum (city may own vacuums for their own use), extractor, floor buffer, mops, ladders or step stools. Costs of such furnished items are to be included in the bid price accepted by the City.

C) The Contractor is prohibited from using city chairs, desks or other office furniture to stand on or for high reach needs.

D) The City will allow Contractor to store said equipment on the premises if needed in a location mutually agreeable to both parties (generally the custodial/storage room). Items stored must be secured and kept in a neat and orderly manner to the satisfaction of the City. All supplies stored on premises must be properly labeled and be contained so as not to release any toxic fumes.

### **SAFEGUARD OF CLIENT INFORMATION**

Contractor acknowledges that it may come into contact with confidential information while performing its duties hereunder. The use or disclosure, by any party, of information concerning customers or projects of the City in violation of any rule of confidentiality provided for in MS. Chapter 13, or for any purpose not directly connected with the City's or Contractor's responsibility with respect to this maintenance contract hereunder is prohibited.

### **SAFEGUARD OF CITY PROPERTY**

The Contractor shall ensure premises and City property are secure, and shall verify that all parties entering building after hours (during performance of maintenance duties) are employees of the Contractor. The Contractor may not allow person(s) on the premises who are not either employees of the City or employees of the Contractor at any time outside of regular business hours. The building must remain locked at all times during non-business hours except in the case of

scheduled events (city clerk's office is required to supply schedule of events). The consumption of alcoholic beverages while on City premises is strictly prohibited.

In performance of Contractor's duties, Contractor must use diligent care not to damage or cause to damage any office equipment, electrical connections, computers, individual items on shelves or desks, or other City furnishings. If damage does occur, it is the responsibility of the Contractor to notify the City Manager and/or Head Librarian the next working day of the incident.

### **RELATIONSHIP OF PARTIES**

The parties intend that an independent contractor-customer relationship be created by this contract. Contractor agrees to comply with all tax laws applicable to the operation of a business such as contractors, including, but not limited to, the reporting of all gross receipts therefrom as income from the operation of a business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by contractor, and compliance with state employment workers' compensation laws. Contractor acknowledges the payments by City to Contractor will be subject to information reporting requirements (and backup withholding requirements, if and as applicable) as the same are imposed by applicable law. Contractor acknowledges that Contractor will not be treated as an employee of City with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any employee welfare or pension benefit plans that are or may come to be maintained by City, or for purposes of any other benefits or perquisites that City accords to any of its employees.

### **INDEMNITY AND INSURANCE**

A) *Indemnity.* The Contractor agrees that he will at all times indemnify and hold harmless the City from any and all liability, loss, damages, costs, or expenses which may be claimed against the City by reason of any injury caused to a person or any damage to the property of another person, caused by the Contractor or his/her assigns or employees in performing the services provided in this agreement.

B) *Insurance.* The Contractor agrees, in order to protect himself/herself and the City under the indemnity provision set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$300,000 dollars for accidental injury, including death of any one person, and not less than \$1,000,000 dollars on account of one accident, and shall have property damage insurance in the amount of not less than \$300,000 dollars for any such accident arising from any one incident.

Prior to the commencement of services under this agreement, the Contractor shall obtain all of the insurance required herein, and such insurance must be approved by the City and its Attorney, and in addition, such insurance policy must name the City of Madison as an additional insured under said policy. All such insurance contracts shall be evidenced by insurance certificates filed with the City Clerk's Office. The certificates shall contain the provision that the insurance shall not be materially changed or canceled during the life of its agreement without thirty (30) days written notice being given to the City.

**CANCELLATION**

This Agreement may be canceled by the City or by the Contractor with or without cause, to be effective upon not less than thirty (30) days' written notice served upon the City Manager through the City Clerk's Office (Business Office) and the Contractor's most current address on file, to the other party.

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

**CONTRACTOR**

**CITY OF MADISON**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Greg Thole, Mayor

Attest: \_\_\_\_\_  
Kathleen Weber, City Clerk

**City of Madison Public Library “Building Maintenance Agreement”  
Exhibit “A”**

<b>Area/Office</b>	<b>Function</b>	<b>Times/week</b>	<b>Times/year</b>
		<b>Library</b>	
Library	Clean & dust tables and chairs	2	
Library	Clean & dust window sills	2	
Library	Dust/sanitize public computer	2	
Library	Vacuum all carpet & stairwells	2	
Library	Empty wastebaskets	2	
Library	Dry mop floors	2	
Library	Wet mop floors	2	
Library	Clean glass	2	
Library	Clean water fountain	2	
Library	Clean toilets/urinals	2	
Library	Clean sinks & mirrors	2	
Library	Check towels & paper	2	
Library	Clean floor mats	2	
Library	Clean & dust elevator	2	
Library	Wax floors		2
Library	Wash windows-inside & out		2
Library	Replace furnace filters		12
Library	Miscellaneous	as needed	
Library	Replace light bulbs	as needed	
Library	Snow removal from exterior steps and entrances prior to business hours	as needed	

# PRAIRIE FIVE COMMUNITY ACTION COUNCIL, INC.

**Main Office**

7th St. & Washington Ave  
Suite 302  
P.O. Box 159  
Montevideo, MN 56265-0159

Phone: 320/269-6578

FAX: 320/269-6570

TDD: 320/269-6988

www.prairiefive.com

E-mail prairiefive@prairiefive.org

**Branch Offices**

Benson

Canby

Ortonville

Madison



Mission Statement: Working together to strengthen the quality of life in our communities.

TO: Facility Owner for the Prairie Five Senior Nutrition Program

FROM: Prairie Five Senior Nutrition

Erick Hedman, Prairie Five Senior Nutrition

RE: 2019 Facility Contract

Please review, sign and return as soon as possible. Our partnership is important to us.

Your support of the Prairie Five Senior Nutrition program is appreciated. If you have any questions, please call me at 320-269-6578.

Erick Hedman

Prairie Five Senior Nutrition

\$200 per month  
utility gain

## PRAIRIE FIVE SENIOR NUTRITION PROGRAM MEALSITE FACILITY AGREEMENT

**AGREEMENT:** Between Prairie Five Nutrition Program and Provider of kitchen and/or dining room facilities for program operations. This agreement is made the 1st day of January 2018 by and between the Prairie Five Nutrition Program, having its office at the Prairie Five Community Action Council, 7th & Washington, Montevideo, MN, hereinafter designated as the "Program" and the City of Madison, Madison MN, hereinafter designated as the "Company".

In consideration of the mutual promises and covenants herein, the Company and the Program agree as follows:

1. The Company shall provide to the Program, the use of the following space in the City Hall building in the City of Madison, Kitchen: 15' x 28', Dining room: 46' x 58'
2. The Program will utilize the above premises to operate a Nutrition Program for the senior population serving individuals age 60 and over.
3. The Company shall make the facilities available to the Program on the following schedule, to-wit: from 9:00 a.m. until 1:30 p.m. Monday through Friday excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.
4. In the event the facilities become temporarily unavailable for program use, the Company shall give a minimum of ten days advance notice of unavailability to the Program.
5. The Company shall furnish and allow the Program to utilize the following equipment and supplies: Silverware and rest room supplies.
6. The Program shall provide the following equipment and supplies for its own operations: See Attachment A - Inventory.

With the permission of the Program, and under supervision of the Company, other users of the facilities may utilize equipment furnished by the Program.

7. All plumbing, electrical maintenance, building and grounds maintenance shall be

provided by the Company.

8. BUILDING CLEANUP:

- a. The Company shall be responsible to see that the facility is cleaned and left in an orderly fashion after use by other renters.
- b. The Program shall maintain its own personal property and shall clean up after its own operations. Kitchen and dining areas will be cleaned after each meal.
- c. Any disputes in regard to clean up shall be brought to the attention of the Madison City Administrator and Katie Engleson, Madison Meal Site Manager, where mutual solution can be agreed on.

9. The Company shall provide liability, fire and extended coverage insurance for the building and contents owned by the Company. The Program shall provide fire insurance to cover its own property and liability insurance to cover its own operations.

10. The Company agrees to provide the use of the facilities to the Program in accordance with the established utility policy.

a. In-Kind Contributions:

<u>TYPE SERVICE DELIVERY</u>	<u>SQUARE FEET</u>
<u>  X  </u> On Site	<u>3,088</u>

11. The Company shall submit a bill for the utility fee to the Program Office on a biannual basis. The Program shall make such payment to the Company after receipt of bill.

12. No variation or modification of this agreement, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Program and the Company.

13. The Program and Company agree not to discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Both the Program and Company are prepared to make reasonable accommodations in situations

where undue hardship is not imposed upon the Program or Company.


14. The continued performance of this agreement is contingent upon the allocation of Program funds to the Prairie Five Community Action Council for the period covered by this agreement.
15. The Program shall have the option of canceling this agreement immediately upon the destruction of the building due to any cause or at any time that the premises present a significant health or safety hazard or are in violation of any applicable health, licensure or building code. This agreement may be terminated by either party at any time during the life of this agreement by written notice to the other party thirty (30) days in advance of the desired termination date. All notices to the Program shall be addressed to it at Prairie Five Senior Nutrition Program, P. O. Box 159, Montevideo MN 56265 and all notices to the Company shall be addressed to: City Administrator, City of Madison, 404 - 6th Avenue, Madison MN 56256.
16. This agreement shall cover the period beginning January 1, 2019 and ending December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their fully authorized officers this day and year: \_\_\_\_\_

**THE COMPANY: CITY OF MADISON**

BY \_\_\_\_\_

**PRAIRIE FIVE SENIOR NUTRITION PROGRAM**

BY  \_\_\_\_\_



**MADISON AREA CHAMBER OF COMMERCE AGREEMENT**  
BETWEEN THE CITY OF MADISON AND THE MADISON AREA CHAMBER OF COMMERCE  
FOR THE TERM OF 01/01/19 through 12/31/20 (Two Years)

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of December, 2018, by and between the City of Madison, Minnesota, hereafter referred to as "the CITY," and the Madison Area Chamber of Commerce, an independent contractor, hereafter referred to as the "CHAMBER" whose business address is: 623 3<sup>rd</sup> Street, Madison, Minnesota 56256, for the period from January 1, 2019 through December 31, 2020 (two years).

1. **APPOINTMENT.** The City hereby retains the services of the Chamber as the "Bureau of Information and Publicity" (Minn. Stat. 469.186 and the Madison City Charter Chapter 1.02 Powers of the City effective January 1, 2004), for the calendar years of 2019 and 2020, and the said chamber hereby agrees to act in such capacity, all pursuant to the terms and conditions hereinafter specified. This appointment is based on the recommendation of the city manager and charter.

2. **BASE RETAINER.** The City shall pay the Chamber \$15,000 annually as a base annual retainer for the calendar years of 2019 and 2020 regardless of the amount of services provided in any given year, except as herein provided. Said retainer shall include furnishing tourists' information, for outdoor advertising, preparing, publishing, and circulating information and facts concerning the recreational facilities and business and industrial conditions of the community. Chamber services may require an occasional attendance at meetings of the city council, planning commission, cable commission, city economic development authority and the park board.

3. **ADDITIONAL COMPENSATION.** The Chamber shall be compensated for special projects as agreed upon in advance, and approved by either the city manager and/or city council. Such projects shall be described in writing and at an agreed upon hourly or project bases rate and may include reimbursed for out-of-pocket expenses commensurate with the current policies of the City.

4. **CHAMBER OF COMMERCE UPDATE.** The City may pay the Chamber's expenses in attending conferences and seminars as may be necessary to keep them current with the city's needs in the areas of the services covered by this agreement. The Chamber shall seek advance approval by the city manager and/or city council. Such expenses will be compensated in accordance with the City of Madison's policies.

5. **TERMINATION.** This Agreement may be cancelled by the City or by the Chamber with or without cause, upon not less than ninety (90) days' written notice served upon the Mayor through the City Clerk's Office (Business Office) and the Chamber's most current address on file, to the other party.

6. **ENTIRE AGREEMENT.** It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between interested parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Chamber and the City.

**IN WITNESS WHEREOF**, the City and Chamber have hereunto subscribe their names this 10th day of December, 2018 and to be bound thereby.

**MADISON AREA CHAMBER OF COMMERCE**

**CITY OF MADISON**

\_\_\_\_\_  
Madison Chamber

\_\_\_\_\_  
Mayor, Greg Thole

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk, Kathleen Weber

\_\_\_\_\_  
Date

Child Guide mission statement:

" Reaching out and connecting youth to ensure they have access to opportunities within the community. Promoting early intervention, by giving them the tools to be resilient and successful."

*Hello,*

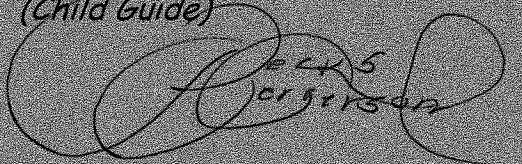
*I am the new Child Guide for M.M.N. and Appleton Elementary. I am very excited to be a part of the children in our school systems and be someone they are happy to see throughout the day. My heart is for the young children in our community and I want to be a light in the school. My plan starting out is letting them see my face and to get to know me...that would include greeting them at the door in the morning, going to the breakfast room and mingling, going into the classrooms and observing, going out to recess and playing games and being involved, acting on my referrals from the staff, connecting the children and at the end of the day saying goodbye to them! I am already loving these children and they bless me everytime I enter the school.*

*I am looking for mentors to come in and have lunch with some of the children who are lonely or are in need of love and attention. I know some of them just need a listening ear or a big hug. If you would be interested in being a mentor of some kind, please email me at [bbergerson@lqpv.org](mailto:bbergerson@lqpv.org) and I will set you up with a child in need. I am looking for a reading mentor during school times or a lunch buddy as well. I have seen a great need for a child to just be able to talk with someone. I know they would look forward to seeing you once a week ...once a month or as you so desire.*

*I am in the M.M.N. Elementary on Monday's and Wednesday's and in Appleton on Friday's. If you find it in your heart to mentor a child, please contact me. If you feel it in your heart to give a donation to our funding, please contact me. If you know of someone in our community who would be a good mentor, please pass their name on to me. Any suggestions would be greatly appreciated and considered. I know as a business owner in our community that your heart is my heart...to see the future in our children be bright and successful.*

*In best wishes of our young children and being a light,*

*Becks Bergerson  
(Child Guide)*

A handwritten signature in cursive script that reads "Becks Bergerson". The signature is written in dark ink and is positioned below the printed name and title.



Upper Minnesota Valley  
**REGIONAL DEVELOPMENT COMMISSION**  
Helping Communities Prosper

323 W. Schlieman Ave. Appleton, MN 56208 320.289.1981 [www.umvrdc.org](http://www.umvrdc.org)

November 2018

TO: City Administrator/Clerk & Mayors in Lac qui Parle County  
FROM: Dawn Hegland, Executive Director  
RE: Nomination of a ~~Municipal Representative~~

The Upper Minnesota Valley Regional Development Commission (UMVRDC) has a vacancy for a municipal representative from your county. The UMVRDC Bylaws state that a ~~mayor or a council person~~ may serve as the municipal representative. We are soliciting representatives from all cities in this county and if multiple nominations are submitted, a ballot of all nominees will be mailed and the mayors of each county will be asked to vote for one candidate to represent city interests on the UMVRDC. Listed below are some points of interest related to our board membership and meeting schedule.

- The term of office on the UMVRDC will run concurrent with the individual's elected term. If re-elected, a member may continue on the Commission without a term limit.
- Board members receive a \$50 per diem per meeting and are reimbursed for expenses such as mileage and meals. The per diem amount is set in MN Statute.
- If board members have three (3) consecutive absences or more than four (4) absences in any fiscal year, the position shall be considered vacant and the vacancy shall be filled in accordance with UMVRDC bylaws.
- The UMVRDC holds its regular scheduled meetings on the fourth Tuesday of each month at 6:30 p.m. in Appleton.
- Each member of the UMVRDC board is named to a committee. Committees meet 3 times a year. Committee meetings begin at 5:00 p.m. and include a light supper, with the full board meeting following at 6:30 p.m.

I have included a nomination form and would ask that your council address this at your next meeting and consider nominating a representative to the UMVRDC. Please return the nomination form to my attention.

As additional background, I also have enclosed a Regional Development Commission Board Member Job Description, Commitment Form, list of current board members, and our most recent annual report. You may also be interested in learning more about our agency, staff, board members, or activities through our website at [www.umvrdc.org](http://www.umvrdc.org)





## UMVRDC Board Member Job Description

### General Description

A board member is a representative of a local governmental unit or public interest group as established by the RDC. Board members are charged with the identification and analysis of regionally significant issues concerning the present and future well-being of the area and the development of policies, goals and objectives which impact intergovernmental cooperation and promote orderly and harmonious coordination of state, federal and local comprehensive planning and development programs.

### Membership Requirements

A board member is selected in accordance with Minnesota Statutes 462.388 and the bylaws of the RDC.

### Term of Membership

The term of each board member shall be provided for in the bylaws of the Commission.

### Salary

A board member serves without salary; however, they receive compensation in the form of a \$50 per diem and expense reimbursement in accordance with Minnesota Statutes 462.388, the Commission's bylaws or travel regulations.

### Essential Work Requirements

A board member will have extensive knowledge of the operations of the local government unit they represent or, in the case of non-elected officials; the commissioner will have extensive knowledge of the operations of the area wide organization they represent. This includes, but not limited to, the legal responsibilities associated with an elective office as well as a thorough knowledge of the economic and social requirements of the region's general population.

The board member will also develop an understanding of the administrative operations of the Commission as well as an understanding of the Commission's fiscal operations.

The board member will participate in the development of regional policies, goals and objectives by providing insight and direction to Commission staff.

A board member will prepare them self to participate in Commission meetings and functions by studying issues considered significant to the Commission's work program. A board member will communicate the concerns of the organization that he/she represents and in turn, will communicate the actions of the Commission to such organizations.

A board member agrees to advocate for the betterment of his/her regional area by participating in the activities of state agencies, legislative bodies and other public and private groups.

### Accountability

A board member is accountable to the appointing authority relative to their membership classification. In addition, a board member is accountable to the general population of the regional area they serve. Criteria for accountability are left to the discretion of the appointing authority.

### Desirable Experience and Training

Experience and training may have been gained by serving as an elected or appointed official or as a volunteer with regional groups and organizations.



## Board Member Commitment

### Roles and Responsibilities

- Know the goals, mission and programs/services of the organization
- Provide constructive and timely feedback
- Respect and value diversity of thought and opinion
- Develop trust and fight fair with other board members, management and staff
- Pitch in to help advance the mission of the organization
- Know how to solve problems and work toward solving problems and issues
- Focus on achieving positive results for the region and the commission
- Define and oversee the mission of the commission and keep it relevant to the needs of the region and its individual local governments and communities
- Approve programs and services and monitor their effectiveness and usefulness
- Provide strategic guidance to the organization and the chief executive officer
- Ensure financial solvency, integrity and soundness, including through fundraising assistance
- Select, support and evaluate the chief executive officer
- Ensure continuous board improvement and engagement

### As a member of the commission board, I commit to:

- Attend a board orientation meeting with the executive director
- Attend each meeting of the board
- Participate in all board retreats
- Participate in statewide and regional activities of the organization, as needed and requested
- Serve on at least one board committee
- Hold the commission to a high standard of performance and integrity
- Conduct my homework for board meetings and board member assignments, including developing a basic understanding of each program and service of the commission
- Read the materials sent to the board and membership, and be prepared to ask timely and informed questions and to provide honest and constructive feedback
- Listen carefully to other board members and staff with an open mind and an objective perspective
- Promote decisions and solutions that are in the best interest of the region and the organization
- Respect the confidentiality of the board's business

### I agree to be informed about and to observe the following board policies in our manual:

- Avoidance of conflict of interest
- Equal opportunity and avoidance of discrimination

Signature of Board Member: \_\_\_\_\_

Date



Upper Minnesota Valley  
**REGIONAL DEVELOPMENT COMMISSION**  
Helping Communities Prosper

323 W. Schlieman Ave. Appleton, MN 56208 320.289.1981 www.umvrhc.org

## BOARD MEMBER NOMINATION

DATE:

NOMINEE NAME (First/Middle Initial/Last):

NOMINEE MAILING ADDRESS:

PHONE: \_\_\_\_\_ Home

\_\_\_\_\_ Mobile

EMAIL:

ELECTED TERM OF OFFICE:

Month/Year \_\_\_\_\_ to Month/Year \_\_\_\_\_

ELECTED POSITION - please circle one of the following:

Mayor      Councilperson

NOMINATED BY (Name of Organization):

Signature of Nominee: \_\_\_\_\_

Signature of Nominating Organization Authorized Individual (Name/Title):

\_\_\_\_\_

## SCHEDULED CLAIMS LIST

UP CK # 57423 - 57405

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
BANK 1 - KLEIN/UNITED PRAIRIE								
110 ARCTIC GLACIER USA, INC								
120618	1	12/06/18	12/06/18	LIQ-ICE EXPENSE	39.37	609	609-49750-251	1
				INVOICE TOTAL	39.37			
				VENDOR TOTAL	39.37			
172 BELLBOY CORPORATION								
120618	1	12/06/18	12/06/18	LIQ-LIQUOR EXPENSE	3,110.90	609	609-49750-251	1
				INVOICE TOTAL	3,110.90			
				VENDOR TOTAL	3,110.90			
2901 BENNETT OFFICE TECHNOLOGI								
282854	1	12/06/18	12/06/18	ADMIN-COPIER MAINT 10/18	280.93	101	101-41320-404	1
				INVOICE TOTAL	280.93			
				VENDOR TOTAL	280.93			
190 BEVERAGE WHOLESALERS								
120618	1	12/06/18	12/06/18	LIQ-LIQUOR EXPENSE	3,503.10	609	609-49750-251	1
				INVOICE TOTAL	3,503.10			
				VENDOR TOTAL	3,503.10			
320 BREHMER MOTOR SUPPLY								
120618	1	12/06/18	12/06/18	SEW-HOSE CLAMPS	2.97	602	602-49450-221	1
	2			WT-SUMP PUMP	129.99	601	601-49430-227	1
	3			ELEC-CHRISTMAS LIGHTS	8.00	604	604-49570-580	1
	4			ELEC-CHRISTMAS LIGHTS	4.49	604	604-49570-580	1
	5			SEW-ROPE	3.60	602	602-49450-219	1
	6			ELEC-TARP	19.99	604	604-49570-580	1
	7			SEW-PACKING TAPE	11.97	602	602-49450-216	1
	8			SEW-CALCUALTOR	12.99	602	602-49470-201	1
	9			ELEC-SWITCH/ELEC PLUG	5.68	604	604-49570-580	1
	10			ELEC-OUTLET/BOX COVER	11.94	604	604-49570-580	1
	11			SEW-PVC PLUG	5.99	602	602-49450-227	1
	12			AMB-ICE MELT/FLOOR DRI/TISSUE	28.95	201	201-44100-210	1
	13			CTY HALL-WINDOW KITS	8.99	101	101-41940-223	1
				INVOICE TOTAL	255.55			
				VENDOR TOTAL	255.55			
408 C EMERY NELSON INC								
33094	1	12/06/18	12/06/18	WT-HYTREX FILTER	468.70	601	601-49400-238	1
				INVOICE TOTAL	468.70			
				VENDOR TOTAL	468.70			
510 CITY OF MADISON								
1206018E	1	12/06/18	12/06/18	BLOCK 48-UTIL 11/18	10.66	101	101-49250-380	1
				INVOICE TOTAL	10.66			
120618A	1	12/06/18	12/06/18	9TH STR LIFT PUMP-UTIL 11/18	30.73	602	602-49460-380	1

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
				INVOICE TOTAL	30.73				
120618AA	1	12/06/18	12/06/18	STR LIGHTING-UTIL 11/18	1,995.50	101		101-43100-381	1
				INVOICE TOTAL	1,995.50				
120618B	1	12/06/18	12/06/18	AMB GARAGE-UTIL 11/18	113.51	201		201-44100-380	1
				INVOICE TOTAL	113.51				
120618BB	1	12/06/18	12/06/18	UNAPP STRM SEW-UTIL 11/18	103.63	101		101-49250-380	1
				INVOICE TOTAL	103.63				
120618C	1	12/06/18	12/06/18	AVE OF FLAGS-UTIL 11/18	27.60	101		101-45200-380	1
				INVOICE TOTAL	27.60				
120618CC	1	12/06/18	12/06/18	SEW-UTIL 11/18	156.40	602		602-49450-380	1
				INVOICE TOTAL	156.40				
120618D	1	12/06/18	12/06/18	BLOCK 48-UTIL 11/18	10.66	101		101-49250-380	1
				INVOICE TOTAL	10.66				
120618DD	1	12/06/18	12/06/18	WT TOWER-UTIL 11/18	56.36	601		601-49430-380	1
				INVOICE TOTAL	56.36				
120618EE	1	12/06/18	12/06/18	WT TREATPLANT-UTIL 11/18	2,186.70	601		601-49400-380	1
				INVOICE TOTAL	2,186.70				
120618F	1	12/06/18	12/06/18	BLOCK 48-UTIL 11/18	12.31	101		101-49250-380	1
				INVOICE TOTAL	12.31				
120618FF	1	12/06/18	12/06/18	WEST SUB/FIRE-UTIL 11/18	35.18	604		604-49570-380	1
				INVOICE TOTAL	35.18				
120618G	1	12/06/18	12/06/18	CTY GARAGE-UTIL 11/18	29.50	101		101-43100-380	1
				INVOICE TOTAL	29.50				
120618H	1	12/06/18	12/06/18	CTY HALL-UTIL 11/18	742.66	101		101-41940-380	1
				INVOICE TOTAL	742.66				
120618I	1	12/06/18	12/06/18	FAIRWAY VW LIFT PMP-UTIL 11/18	22.28	602		602-49460-380	1
				INVOICE TOTAL	22.28				
120618J	1	12/06/18	12/06/18	FIRE HALL-UTIL 11/18	255.98	101		101-42200-380	1
				INVOICE TOTAL	255.98				
120618K	1	12/06/18	12/06/18	FIRE HYDRANTS-UTIL 11/18	269.00	101		101-42200-380	1
				INVOICE TOTAL	269.00				
120618M	1	12/06/18	12/06/18	HWY 40 DET POND-UTIL 11/18	11.00	605		605-49600-380	1
				INVOICE TOTAL	11.00				
120618N	1	12/06/18	12/06/18	HWY 40 WELLHOUSE-UTIL 11/18	13.62	601		601-49400-380	1
				INVOICE TOTAL	13.62				
120618O	1	12/06/18	12/06/18	SK RINK-UTIL 11/18	68.27	101		101-45127-380	1



## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
INVOICE TOTAL					68.27				
120618P	1	12/06/18	12/06/18	JACOBSEN RESTROOM-UTIL 11/18	159.04	101		101-45200-380	1
INVOICE TOTAL					159.04				
120618Q	1	12/06/18	12/06/18	JACOBSON PARK-UTIL 11/18	216.26	101		101-45200-380	1
INVOICE TOTAL					216.26				
120618R	1	12/06/18	12/06/18	LIQ-UTIL 11/18	382.13	609		609-49750-380	1
INVOICE TOTAL					382.13				
120618S	1	12/06/18	12/06/18	MEMORIAL FIELD-UTIL 11/18	65.61	101		101-45200-380	1
INVOICE TOTAL					65.61				
120618T	1	12/06/18	12/06/18	LIB-UTIL 11/18	281.70	101		101-45500-380	1
INVOICE TOTAL					281.70				
120618U	1	12/06/18	12/06/18	MAIN GARBAGE-UTIL 11/18	64.65	101		101-43100-380	1
INVOICE TOTAL					64.65				
120618V	1	12/06/18	12/06/18	PR ARTS-UTIL 11/18	156.91	101		101-45180-380	1
INVOICE TOTAL					156.91				
120618W	1	12/06/18	12/06/18	PUB WORKS-UTIL 11/18	107.75	101		101-43100-380	1
	2			PUB WORKS-UTIL 11/18	107.74	604		604-49570-380	1
INVOICE TOTAL					215.49				
120618X	1	12/06/18	12/06/18	RED FIELD-UTIL 11/18	212.06	101		101-45200-380	1
INVOICE TOTAL					212.06				
120618Y	1	12/06/18	12/06/18	POOL/SHELTER-UTIL 11/18	118.19	101		101-45124-380	1
INVOICE TOTAL					118.19				
120618Z	1	12/06/18	12/06/18	TENNIS COURT-UTIL 11/18	11.00	101		101-45200-380	1
INVOICE TOTAL					11.00				
121618L	1	12/06/18	12/06/18	GRAND-UTIL 11/18	10.66	101		101-45200-380	1
INVOICE TOTAL					10.66				
VENDOR TOTAL					8,045.25				
3444 DUDE SOLUTIONS									
36449	1	12/06/18	12/06/18	MOBILE 311	875.81	101		101-41320-593	1
	2			MOBILE 311	592.72	602		602-49470-593	1
	3			MOBILE 311	592.72	601		601-49440-593	1
	4			MOBILE 311	592.73	604		604-49590-593	1
INVOICE TOTAL					2,653.98				
VENDOR TOTAL					2,653.98				
736 ERICKSON CHEVROLET									
25227	1	12/06/18	12/06/18	SEW-REPLACE BLOWER MTR-DENNIS' PICKUP	387.30	602		602-49450-221	1
INVOICE TOTAL					387.30				

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
				VENDOR TOTAL	387.30				
5188	1	12/06/18	12/06/18	3465 EXPERT T BILLING AMB-AMBULANCE BILLING EXP11/18	290.00	201		201-44100-320	1
				INVOICE TOTAL	290.00				
				VENDOR TOTAL	290.00				
14343	1	12/06/18	12/06/18	772 DOMINIC FERNHOLZ STR-ALLEY REGRADE PREP	560.00	101		101-43100-409	1
				INVOICE TOTAL	560.00				
				VENDOR TOTAL	560.00				
8260577IN	1	12/06/18	12/06/18	830 GCC READY MIX STR-AGGREGATE MATERIAL	13.65	101		101-43100-224	1
				SALES TAX-ITEM PICKED UP IN SD					
				INVOICE TOTAL	13.65				
				VENDOR TOTAL	13.65				
120618	1	12/06/18	12/06/18	1070 ICMA MEMBERSHIP RENEWALS ADMIN-ICMA MEMBERSHIP RENEWAL	504.35	101		101-41320-433	1
				VAL HALVORSON					
				INVOICE TOTAL	504.35				
				VENDOR TOTAL	504.35				
120618	1	12/06/18	12/06/18	1160 JOHNSON BROS-ST.PAUL LIQ-LIQUOR EXPENSE	986.75	609		609-49750-251	1
				INVOICE TOTAL	986.75				
				VENDOR TOTAL	986.75				
120618	1	12/06/18	12/06/18	1335 LQP COUNTY SHERIFF POLICE-3RD/4TH QTR CONTRACT	103,660.50	101		101-42100-409	1
				INVOICE TOTAL	103,660.50				
				VENDOR TOTAL	103,660.50				
55147	1	12/06/18	12/06/18	1520 LUND IMPLEMENT CO. STR-SUPPORT-0	18.18	101		101-43100-240	1
				INVOICE TOTAL	18.18				
55262	1	12/06/18	12/06/18	STR-EDGE CUTT/BRUSH/BOLT	854.30	101		101-43100-240	1
				INVOICE TOTAL	854.30				
55292	1	12/06/18	12/06/18	STR-HOSE/BACKET/BEACON/FITTIN	280.22	101		101-43100-240	1
				INVOICE TOTAL	280.22				
				VENDOR TOTAL	1,152.70				
21804-007	1	12/06/18	12/06/18	3477 MACDONALD & MACK ARCHITECTS CTY HALL-HISTORIC GRANT WORK	625.00	101		101-41940-409	1

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	625.00			
				VENDOR TOTAL	625.00			
120618	1	12/06/18	12/06/18	1560 MADISON BOTTLING CO. LIQ-BEER EXPENSE	5,647.45	609	609-49750-251	1
				INVOICE TOTAL	5,647.45			
				VENDOR TOTAL	5,647.45			
120618	1	12/06/18	12/06/18	3341 MADISON HARWARE HANK STR-CHRISTMAS BALLS	9.80	101	101-43100-219	1
	2			WT-THEMOMETER/BATTERY	10.99	601	601-49400-216	1
	3			STR-BATTERY	2.99	101	101-43100-219	1
	4			STR-MARKING PAINT	7.99	101	101-43100-219	1
				INVOICE TOTAL	31.77			
				VENDOR TOTAL	31.77			
426881	1	12/06/18	12/06/18	1660 MARSHALL NORTHWEST PIPE F SEW-TEST KAP/PLUG	22.26	602	602-49450-227	1
				INVOICE TOTAL	22.26			
427734	1	12/06/18	12/06/18	WT-PIPE INSULATION-JOHN DEER PROJECT(MAIN)	44.40	601	601-49430-407	1
				INVOICE TOTAL	44.40			
				VENDOR TOTAL	66.66			
1795936	1	12/06/18	12/06/18	3481 MIDWEST MACHINERY CO WT-PLIERS	52.86	601	601-49400-215	1
				INVOICE TOTAL	52.86			
				VENDOR TOTAL	52.86			
110618C	1	12/06/18	12/06/18	1865 MN ENERGY RESOURCES FIRE HALL-NAT GAS 10/18	109.76	101	101-42200-380	1
				INVOICE TOTAL	109.76			
120618	1	12/06/18	12/06/18	SEW-NAT GAS 11/18	461.40	602	602-49450-380	1
				INVOICE TOTAL	461.40			
120618A	1	12/06/18	12/06/18	CTY HALL-NAT GAS 10/18	410.26	101	101-41940-380	1
				INVOICE TOTAL	410.26			
120618B	1	12/06/18	12/06/18	AMB-NAT GAS 10/18	116.03	201	201-44100-380	1
				INVOICE TOTAL	116.03			
120618D	1	12/06/18	12/06/18	PR ARTS-NAT GAS 10/18	379.79	101	101-45180-380	1
				INVOICE TOTAL	379.79			
120618E	1	12/06/18	12/06/18	WT-WT PLANT-NAT GAS 10/18	513.27	601	601-49400-380	1
				INVOICE TOTAL	513.27			

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
120618F	1	12/06/18	12/06/18	STR-NAT GAS 10/18	298.00	101		101-43100-380	1
	2			ELEC-NAT GAS 10/18	297.99	604		604-49570-380	1
				INVOICE TOTAL	595.99				
120618G	1	12/06/18	12/06/18	FIRE-GARAGE NAT GAS 10/18	118.44	101		101-42200-380	1
				INVOICE TOTAL	118.44				
120618H	1	12/06/18	12/06/18	LIQ-NAT GAS 10/18	92.47	609		609-49750-380	1
				INVOICE TOTAL	92.47				
120618I	1	12/06/18	12/06/18	LIB-NAT GAS 11/18	161.07	101		101-45500-380	1
				INVOICE TOTAL	161.07				
120618J	1	12/06/18	12/06/18	POOL-NAT GAS 10/18	56.65	101		101-45124-380	1
				INVOICE TOTAL	56.65				
				VENDOR TOTAL	3,015.13				
272299				1973 RANDY MORTENSON					
	1	12/06/18	12/06/18	SEW-PUMPING FEE	9,915.00	602		602-49450-409	1
				INVOICE TOTAL	9,915.00				
				VENDOR TOTAL	9,915.00				
949227				1541 MVTL LABORATORIES INC					
	1	12/06/18	12/06/18	WT-REGULAR TESTING	16.50	601		601-49400-409	1
				INVOICE TOTAL	16.50				
949515	1	12/06/18	12/06/18	WT-REGULAR TESTING	14.40	601		601-49400-409	1
	2			SEW-REGULAR TESTING	226.40	602		602-49450-409	1
				INVOICE TOTAL	240.80				
9499999	1	12/06/18	12/06/18	WT-REGULAR TESTING	14.40	601		601-49400-409	1
	2			SEW-REGULAR TESTING	111.20	602		602-49450-409	1
				INVOICE TOTAL	125.60				
950944	1	12/06/18	12/06/18	SEW-REGULAR TESTING	111.20	602		602-49450-409	1
				INVOICE TOTAL	111.20				
				VENDOR TOTAL	494.10				
349799-0				2072 NORTHERN BUSINESS PRODUCT					
	1	12/06/18	12/06/18	ADMIN-OFFICE SUPPLIES	27.49	101		101-41320-201	1
				INVOICE TOTAL	27.49				
351047-0	1	12/06/18	12/06/18	STR-STAPLER	14.99	101		101-41320-201	1
				INVOICE TOTAL	14.99				
354272-0	1	12/06/18	12/06/18	ADMIN-TONER	224.98	101		101-41320-201	1
				INVOICE TOTAL	224.98				
356734-0	1	12/06/18	12/06/18	LIQ-TONER	59.99	101		101-41320-201	1
				INVOICE TOTAL	59.99				

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
VENDOR TOTAL					327.45				
2095 OLSON SANITATION									
120618	1	12/06/18	12/06/18	SANIT-HAULING FEE 11/18	9,414.86	603		603-49500-384	1
	2			SANIT-TIPPING 11/18	5,354.66	603		603-49500-409	1
INVOICE TOTAL					14,769.52				
VENDOR TOTAL					14,769.52				
2270 PLUNKETT'S INC.									
120618	1	12/06/18	12/06/18	CTY HALL-SPRAYING-11/18	63.18	101		101-41940-401	1
	2			FIRE-SPRAYING-11/18	52.64	101		101-42200-401	1
	3			AMB-SPRAYING-11/18	50.30	201		201-44100-401	1
INVOICE TOTAL					166.12				
VENDOR TOTAL					166.12				
3482 PRAIRIE FIVE CAC-MADISON									
120618	1	12/06/18	12/06/18	CTY HALL-LAMINATING ORNAMENTS	6.00	101		101-41940-409	1
INVOICE TOTAL					6.00				
VENDOR TOTAL					6.00				
3548 ROY STOLPMAN									
4893	1	12/06/18	12/06/18	PARKS-70 TON CLASS 5	258.42	101		101-45200-406	1
INVOICE TOTAL					258.42				
VENDOR TOTAL					258.42				
3493 SKELLY, JOE									
120618	1	12/06/18	12/06/18	AMB-PART TIME WAGES-J SKELLY	105.00	201		201-44100-103	1
INVOICE TOTAL					105.00				
VENDOR TOTAL					105.00				
3017 STATE LINE TREE SERVICE									
120618	1	12/06/18	12/06/18	ENVIR-DISEASED ELM	400.00	101		101-44140-409	1
INVOICE TOTAL					400.00				
120618A	1	12/06/18	12/06/18	ENVIR-HAZ. TREE-J CLAFLIN	480.94	101		101-44140-409	1
INVOICE TOTAL					480.94				
VENDOR TOTAL					880.94				
2620 SWENSON NELSON & STULZ PL									
120618	1	12/06/18	12/06/18	CTY ATT-LEGAL FEES 12/18	1,850.00	101		101-41610-304	1
INVOICE TOTAL					1,850.00				
VENDOR TOTAL					1,850.00				
2640 T & R ELECTRIC INC.									
150531	1	12/06/18	12/06/18	ELEC-POLE MOUNT-(CRT MEMO)	1,056.35	604		604-49570-581	1
INVOICE TOTAL					1,056.35				

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	1,056.35			
3332	1	12/06/18	12/06/18	2670 GREG THOLE ELECTRIC, INC AMB-SECURITY LIGHTS	190.90	201	201-44100-401	1
				INVOICE TOTAL	190.90			
				VENDOR TOTAL	190.90			
120618	1	12/06/18	12/06/18	2741 THRIFTY WHITE DRUG SEW-STORAGE MEMORY CARDS	32.03	602	602-49460-227	1
				INVOICE TOTAL	32.03			
				VENDOR TOTAL	32.03			
120618	1	12/06/18	12/06/18	3022 TUCKETT DANIEL SR. ADMIN-FOLD/STUFF ENV	150.00	101	101-41320-202	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
120618	1	12/06/18	12/06/18	2897 KATHLEEN WEBER GEN-OPEN HOUSE-D VONDERHARR	42.40	101	101-41110-390	1
				INVOICE TOTAL	42.40			
				VENDOR TOTAL	42.40			
76617	1	12/06/18	12/06/18	2940 WESTERN GUARD ELECTION-SAMPLE BALLOT	399.00	101	101-41410-351	1
				INVOICE TOTAL	399.00			
76884	1	12/06/18	12/06/18	ELEC-BRIGHT ENERGY AD	70.00	604	604-49590-351	1
				INVOICE TOTAL	70.00			
77100	1	12/06/18	12/06/18	ADMIN-FINANCIAL SUMMARY	882.00	101	101-41320-351	1
				INVOICE TOTAL	882.00			
77123	1	12/06/18	12/06/18	COUNC-D VONDERHARR RETIREMENT	45.00	101	101-41110-351	1
				INVOICE TOTAL	45.00			
77315	1	12/06/18	12/06/18	COUNC-D VONDERHARR RETIREMENT	45.00	101	101-41110-351	1
				INVOICE TOTAL	45.00			
77348	1	12/06/18	12/06/18	WT-SALTING TIPS	90.00	601	601-49440-351	1
				INVOICE TOTAL	90.00			
77429	1	12/06/18	12/06/18	SK RINK-HELP WANTED	27.00	101	101-45127-351	1
				INVOICE TOTAL	27.00			
77438	1	12/06/18	12/06/18	COUNCIL-HEARING/RATES	28.00	101	101-41110-351	1
				INVOICE TOTAL	28.00			
77441	1	12/06/18	12/06/18	COUNC-D VONDERHARR RETIREMENT	45.00	101	101-41110-351	1
				INVOICE TOTAL	45.00			

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	1,631.00			
				2944 ERIC ASFELD				
2065	1	12/06/18	12/06/18	WT-FAN MOTOR FOR REZNOR	731.00	601	601-49400-404	1
				INVOICE TOTAL	731.00			
				VENDOR TOTAL	731.00			
				3336 WILDUNG, DIANE				
120618	1	12/06/18	12/06/18	CTY HALL-HOLIDAY DECORATING	75.00	101	101-41940-409	1
				INVOICE TOTAL	75.00			
				VENDOR TOTAL	75.00			
				3462 WORDEN, LYNDON				
120618	1	12/06/18	12/06/18	CTY HALL-CLEANING 12/18	850.00	101	101-41940-310	1
	2			LIB-CLEANING 12/18	750.00	101	101-45500-310	1
	3			CTY HALL/LIB-FIRE EXT 12/18	20.00	101	101-41940-310	1
				INVOICE TOTAL	1,620.00			
120618a	1	12/06/18	12/06/18	CTY HALL-CLEANING CONT-11/18	850.00	101	101-41940-310	1
	2			LIB-CLEANING CONT-11/18	750.00	101	101-45500-310	1
	3			CTY HALL/LIB-FIRE EXT-11/18	20.00	101	101-41940-310	1
				INVOICE TOTAL	1,620.00			
				VENDOR TOTAL	3,240.00			
				BANK 1 - KLEIN/UNITED PR TOTAL	171,273.13			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	171,273.13			
				GRAND TOTALS	171,273.13			

### Debit Card Purchases for Council Approval

<b>Purchase Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Acct #</b>	<b>Debit Card Holder</b>
11/9/2018	Universal Medical Inc	WWTP-Sludge Judge	\$122.02	602-49450-216	Alex Geerdes
11/13/2018	USPS	ELEC-Postage	\$9.85	604-49590-201	Alex Geerdes
11/14/2018	DK Diesel	STR-Injector Cleaner Formula	\$48.04	101-43100-212	Alex Geerdes
11/21/2018	Arrowhead EMS Association	AMB-AEMSA Training	\$445.00	201-44100-180	Scott Schake