

CITY OF MADISON
AGENDA AND NOTICE OF MEETING
Regular Meeting of the City Council – **5:00 PM**
Monday October 26, 2020
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 October 12, 2020 regular meeting minutes 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. Drought Adder – 2021 - receive | Page 4 |
| B. MRES Covid Refund – receive | Page 5 |
| C. COVID Testing – October 29, 2020 – receive | Page 6 |
| D. LqP County CEDA Work Plan – receive | Page 7 |
| E. Madison EDA Minutes– June 26, 2020 – receive | Page 8 |
| F. Madison EDA Minutes– August 3, 2020 – receive | Page 10 |

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

6. UNFINISHED AND NEW BUSINESS

Page 12

A. City Council Checklist. A DISCUSSION and MOTION may be in order. (Manager, Council)

B. MNDOT Demonstration Project Results – Jesse Vlaminc. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 13

C. 2021-2023 Sanitation Contract – Olson Sanitation. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 18

D. **Public Hearing 5:00** – Resolution 20-37 Certifying Delinquent Accounts. A DISCUSSION and MOTION may be in order. (Manager, Council)

- E. **Public Hearing 5:45** Resolution 20-28 Public Hearing to Vacate an Unimproved Street. A DISCUSSION and MOTION may be in order. (Attorney, Council)
- F. CARES Funding Update. A DISCUSSION and MOTION may be in order. (Manager, Council)
- G. Other. A DISCUSSION and MOTION may be in order. (Manager, Council)

7. MANAGER REPORT (Manager)

- Chamber After Hours – November 2nd 5-7PM – VFW

8. MAYOR/COUNCIL REPORTS (Mayor/Council)

9. AUDITING CLAIM

A copy of the Schedule Payment Report of bills submitted October 12, 2020 through October 26, 2020 is attached for approval for Check No. xxxxx through Check No. xxxxx and debit card purchases. A MOTION is in order.

10. ADJOURNMENT

**CITY OF MADISON
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL
REGULAR MEETING
OCTOBER 12, 2020**

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by Acting Mayor Maynard Meyer on Monday, October 12th, at 5:06 p.m. in Council Chambers at City Hall. Councilmembers present were: Acting Mayor Maynard Meyer, Tim Volk, Paul Zahrbock and Adam Conroy. Also present were: City Manager Val Halvorson, City Attorney Rick Stulz, and City Clerk Christine Enderson. Absent: Mayor Greg Thole.

AGENDA

Upon motion by Conroy, seconded by Volk and carried, the Agenda was approved as presented. All agenda items are hereby placed on the table for discussion.

MINUTES

Upon motion by Zahrbock, seconded by Conroy and carried, the September 28, 2020 regular meeting minutes were approved as presented.

PUBLIC PETITIONS, REQUESTS, HEARINGS AND COMMUNICATIONS

None

CONSENT AGENDA

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

CITY COUNCIL CHECKLIST

Council reviewed the City Council Checklist.

Public Bathrooms: City Manager Halvorson updated Council that the utilities are ready to be installed.

MNDot 2023 Project: There will be a virtual hearing instead of a public forum. Landowners along Highway 75 in the City of Madison will receive a letter explaining the project.

Climbing Wall: Councilmember Zahrbock questioned how the City was going to finance the climbing wall at the swimming pool and whether Council had considered fundraising for it. City Manager Halvorson reminded Council that a new quote was received for a shorter wall and Councilmember Volk mentioned that funds have been set aside in the park fund for this project. Councilmember Volk stated he would prefer the City funded the project ourselves given the state of economy and Councilmember Meyer agreed.

Gateway Sign: Councilmember Meyer confirmed the current sign is in rough shape. It was questioned if the City would seek a quote for an electronic sign, and City Manager Halvorson said they were seeking all options available and that it may be an early 2021 decision.

SIXTH AVENUE RAILROAD CROSSING

Lac qui Parle County Sheriff Allan Anderson brought awareness to Council about vehicles driving around the street closure and barricades over the railroad tracks on Sixth Avenue near Cargill. Cargill manager Lynn Zimmerman, who was unable to attend the meeting, reported a near miss with a train and is looking to barricade and secure the road more than they currently do, and simply wanted to inform the City. With

Sixth Avenue being a County road, Cargill received permission from County Highway Engineer Sam Muntean to completely close the rail crossing.

2020 AUDIT SERVICES

Upon motion by Zahrbock, seconded by Conroy and carried, Council approved the audit services contract with Meulebroeck, Taubert & Co., PLLP, for 2020 with a \$400 increased contract fee. Council accepted to modify the typical three-year engagement to one year at the September 14th city council meeting.

PUBLIC HEARING - VACATING UNIMPROVED STREET

Upon motion by Zahrbock, seconded by Volk and carried, Council set a public hearing regarding the vacation of an unimproved street located off Pleasant Drive to be held October 26, 2020, at 5:45 p.m.

ELECTION JUDGE APPOINTMENTS

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 20-36** titled “Election Judge and Alternate Election Judge Appointments” was adopted. This resolution would provide for the appointment of judges and alternates for the General Election to be held on November 3, 2020, in the City of Madison. A complete copy of Resolution 20-36 is contained in City Clerk’s Book #9.

MHS ELECTRICAL SERVICE RELOCATION AGREEMENT

A request from the capital campaign fund to contribute \$100,000 was presented to Council by City Manager Halvorson due to a change in the original budget from the MHS electrical engineers. There was an addition of another transformer for \$20,000 that was not originally included in the scope of project. Councilmember Volk asked if the City’s journeyman lineman were utilized for the project and if their hours were included in the contribution. City Manager Halvorson confirmed the linemen did work summer hours on the project, but the hours were originally planned as in-kind costs.

Upon motion by Volk, seconded by Zahrbock and carried, Council accepted an amendment to the City Utility Relocation Agreement between the City of Madison and Madison Healthcare Services to contribute \$100,000 to the project.

CARES FUNDING

City Manager Halvorson presented final requests for CARES funding expenses which included HVAC upgrades to the current outdated systems at the liquor store as a result of the HVAC assessment and Laserfiche scanning software for digital recording of documents with the benefits of having remote work access.

Upon motion by Volk, seconded by Meyer and carried, Council approved the following CARES expense requests:

Countywide Small Business Grant Program	\$10,000
TV for Council Chambers – Virtual Presentations	\$1,200
Server upgrades to accommodate remote access speed	\$2,007.50
HVAC purchase recommendations following assessment-Liquor Store	\$13,986.92
LaserFiche Document Scanner Software - 2 processes	\$12,492.09
80 hours of sick time mandated by Federal Government – used hours	\$8,425.83

CITY MANAGER’S REPORT

Madison EDA: Lac qui Parle County approved from their preliminary levy an appropriation of \$39,000 to each city EDA. A joint meeting may be held early next year. Looking to hold business after-hours for businesses to meet the new CEDA representative, Zach Bubany.

Chamber of Commerce: An update of events was provided for Halloween activities. Countryside Public Health advised no door to door at businesses, so the Chamber will be getting bags together for families to drive by and grab at the Grand Theatre. The theatre will also be holding a matinee following social distancing guidelines.

Bright Energy Solutions: City Manager Halvorson and City Clerk Christine Enderson met with the new Bright Energy representative assigned to the area. They connected on the MHS and school projects and will be checking in with other key accounts on any changes. It was mentioned that the rebate for refrigerators will be going away in 2021. The Bright Energy Choices program will also be changing. The City currently offers renewable energy to residents at \$.005 per kWh. Starting in 2021, renewable energy will be offered at \$.001 per kWh or a carbon-free option whichever the City decides to participate in.

MAYOR/COUNCIL REPORTS

None

DISBURSEMENTS

Upon motion by Volk, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between September 28 and October 12, 2020. These disbursements include United Prairie Check Nos. 60271-60323. Debit card purchases made between September 25 and October 6, 2020, were also approved as listed.

There being no further business, upon motion by Conroy, seconded by Zahrbock and carried, meeting adjourned at 6:00 p.m.

Maynard Meyer – Acting Mayor

ATTEST:

Christine Enderson – City Clerk,



Department of Energy
Western Area Power Administration
Upper Great Plains Customer Service Region
P.O. Box 35800
Billings, MT 59107-5800

10/2/20

Dear Firm Electric Service Customer:

Western Area Power Administration (WAPA) rate schedule, placed into effect January 1, 2018, under Rate Order No. WAPA-180, states WAPA will complete an annual drought adder review for the Pick-Sloan Missouri Basin Program (Pick-Sloan)--Eastern Division firm electric service rate. The annual review process initiated in early summer when WAPA reviewed the Drought Adder component and provided notice of no estimated change to the Drought Adder component charge in the June 25, 2020, letter to our customers. In October, WAPA completes the annual review process and makes a final determination of any change to the Drought Adder component charge for the coming year.

This letter is to provide notice to our customers that WAPA has completed its annual review of the Drought Adder component and determined the Drought Adder component charge of the Pick-Sloan firm electric service rate will remain at zero for the coming year beginning January 2021.

Information concerning Pick-Sloan firm electric service rates is posted online at <https://www.wapa.gov/regions/UGP/rates/Pages/rates.aspx>. If you have any questions concerning this notice please telephone Linda Cady-Hoffman, Upper Great Plains Region Rates Manager at (406) 698-3101 or cady@wapa.gov.

Sincerely,

LORI FRISK

Digitally signed by LORI
FRISK
Date: 2020.10.02
11:02:04 -05'00'

Lori Frisk
Vice President of Power Marketing
for Upper Great Plains Region

October 14, 2020

Val Halvorson
City of Madison
404 6 Ave
Madison, MN 56256

Dear Val,

The COVID-19 pandemic has had varying effects on members of Missouri River Energy Services (MRES) and on utilities across the nation. For MRES, it meant fewer energy sales to our members, but also lower costs in a number of areas. Fixed expenses related to Laramie River Station were under budget by about \$8 million; market prices for purchased power came in under budget; and we had lower debt service costs due to the 2019 bond refinancing. In addition, other expenses, such as administration and general expenses, Bright Energy Solutions incentives, transmission expenses, and the cost of the Marshall Wind project all came in under budget in 2020.

MRES has a strong financial position with sufficient debt service coverage and operating reserves. The Red Rock Hydroelectric Project is complete and we expect to fund all other capital additions with internal funds through 2029. Our long-term power supply cost forecast and rate plan are expected to be stable through 2025 with no increases in the average rate.

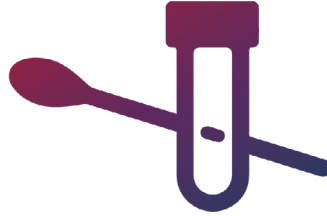
All of these factors have led the MRES Board of Directors to approve a **one-time refund of 10 percent** of the members' power supply bills from MRES, which were incurred from August 2019 to July 2020. The refund will not be based on power supply received from Western Area Power Administration or other sources, or on the cost of transmission. The total value of the refund to MRES members will be approximately \$17.2 million. **The refund to your utility will be \$24,327.41.**

MRES will distribute the refunds to members in early December 2020, via ACH electronic transfer to the same accounts used to make payments to MRES. If you would like the funds deposited in a different account, please contact us. Each member will receive payment advice from MRES when the refunds are deposited.

In December, MRES will also send a press release to all MRES Member Reps. MRES will not send the press release to local member media outlets and we will not post any information regarding the refund on social media. It is completely up to each member how you handle any local publicity related to the refund.

STAY SAFE MN

Get Tested for COVID-19



- **Open to everyone**
- **Symptoms or no symptoms**
- **Free, no insurance needed**

Sign up for an appointment time now.

This helps us keep wait times short and give people plenty of space.

Register online:

<https://www.primarybio.com/r/madison>

<https://www.health.state.mn.us/diseases/coronavirus/testsites/>

If you are not able to sign up online, or need a translator, call 1-855-612-0677 for assistance.



Lac qui Parle County CEDA Work Plan (416 hours/yr.)

Housing

- Find funding for and complete a county-wide housing study
- Apply for technical assistance from Minnesota Housing Partnership's Strengthening Rural Communities Program
- Identify and begin planning for at least 1 rehab or new development multifamily housing project

Transportation

- Promote proficient transportation for residents, visitors, and businesses within the county to instill economic growth.

Childcare Services

- Explore ways to keep childcare providers' doors open or at least so they do not have to close doors permanently.

Economic Development

- Design and implement a succession planning program for businesses owners looking to retire
- Promote development of open commercial properties/businesses. - *Added*
- Maintain open lines of communication with local businesses and provide technical assistance as necessary
- Collaborate with the chambers of commerce and local business group on parallel initiatives
- Design and seek funding for a commercial façade improvement program

Community Development & Livability

- Explore the development of a dog park in Madison or Dawson
- Keep community stakeholders informed of relevant grant opportunities

Recreation & Tourism

- Manage a social media account for the county to highlight economic development activities
- ~~Develop an online tourism resource that highlight all the recreation opportunities in Lac qui Parle County. Can be hosted on the county website—~~ *Prairie Waters*

**CITY OF MADISON
MINUTES OF THE
MADISON ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING
Friday, June 26, 2020 – 12:00 Noon**

Pursuant to due call and notice thereof, a special meeting of the Madison Economic Development Authority was conducted at 12:00 noon on Friday, June 26, 2020 at the Madison Municipal Building. Members Present: Conner, Wanner, Thole, Monson, Young, Meyer. Member Absent: Solem.

Other present: City Manager Halvorson, EDA Attorney Stulz, Jim Call, Eric Call, Justin Call, Allen Anderson, Chad Boehnke, Ben Bothun, Todd Patzer, Erik Bjerke, Lynn Zimmerman, Western Guard, Tom Walsh and Brady Janzen, Representatives of Riverview, LLP.

President Connor called the meeting to order at 12:00 noon.

APPROVAL OF AGENDA

Upon motion by Monson, seconded by Thole and carried, the agenda was approved as presented. All agenda items are hereby placed on the table for discussion.

RIVERVIEW DAIRY PRESENTATION

President Connor addressed the group and introduced representatives of Riverview, LLP Tom Walsh and Brady Janzen. President Connor had community members in attendance introduce themselves.

Riverview, LLP is a diversified agriculture agribusiness with farms in Arizona, Minnesota, Nebraska, New Mexico and South Dakota. The large-scale dairy farms, calf ranches, beef feedlots and cow/calf operations utilize state-of-the-art technology to produce high-quality products. President Connor stated Riverview, LLP and Jim Call family is wanting to put a dairy farm in Lac qui Parle County Arena Township. Walsh/Janzen shared facts on the powerful economic impact that a farm generates based on current farms data. Brady Janzen presented a PowerPoint presentation to explain in depth their business and benefits to the local area they are built in.

County Commissioner Patzer stated he called other commissioners in areas that have Riverview farms with all responses being positive. City Manager Halvorson said she also called other city managers, business owners and law enforcement and all responses were positive with not one negative comment heard.

Currently there is some concerns from Arena Township board members which approval would be needed to proceed.

After questions/answers provided by Walsh/Janzen and discussion; Upon motion by Thole, seconded by Wanner and carried, to offer a letter of support to allow Riverview, LLP to move forward to put a dairy farm in Lac qui Parle County Arena Township.

ADJOURN

Upon motion by Young, seconded Wanner, and carried the meeting adjourned at 1:10 p.m.

Jim Connor, EDA President

ATTEST:

Sue Volk, EDA Recording Secretary

**CITY OF MADISON
MINUTES OF THE
MADISON ECONOMIC DEVELOPMENT AUTHORITY
Monday, August 3, 2020 – 5:00 p.m.**

Pursuant to due call and notice thereof, a special meeting of the Madison Economic Development Authority was conducted on Monday, August 3, 2020 at 5:00 p.m. at the Madison Municipal Building. Members Present: Conner, Thole, Young, and Meyer. Member Absent: Solem, Monson, and Wanner.

Other present: EDA Attorney Rick Stulz, John Maatz, representative of County EDA and Recording Secretary Volk.

President Connor called the meeting to order at 5:00 p.m.

APPROVAL OF AGENDA

Upon motion by Thole, seconded by Meyer and carried, the agenda was approved as presented. All agenda items are hereby placed on the table for discussion.

APPROVAL OF MINUTES

Upon motion by Young, seconded by Thole and carried the June 26, 2020 regular meeting minutes of the Madison Economic Development Authority were approved.

PUBLIC PETITIONS, REQUESTS, HEARINGS AND COMMUNICATIONS

No one present.

CONSENT AGENDA

The Commissioners reviewed the MEDA Eastview Apartments Financial Summary and Bills – May 2020 and June 2020, MEDA/Revenue Expense Report – June 2020, Cash and Investment Balances – June 2020, MEDA Loan Note Status Report – June 2020, SCDP Local Status Report – June 2020.

As a 2020 Meander Sponsor a letter was received from the Meander Steering Committee that the in-person Meander Art Crawl for 2020 was cancelled due to Covid-19 pandemic and instead they will be having a Meander Art Auction.

Commissioners reviewed documentation from Cathy Jakobs, Executive Director Chippewa County/Yellow Medicine County HRA providing an update on Section 8 Voucher Program within Lac qui Parle County.

Upon motion by Meyer, seconded by Young and carried consent agenda was approved.

MADISON EDA LOAN AGREEMENT – CHYDE STRAND

Commissioners reviewed loan agreement between Madison EDA and Chyde Strand to receive a loan from the EDA's Growth & Development Fund for the purpose of acquiring the property known as Madison Lumberyard. Terms: \$31,000: \$15,500 of loan forgivable after 5 years from date of closing; Repayable - \$15,500 at 5% interest with estimated monthly payments beginning August 1, 2022 until August 1, 2027 (payments based on 10 year amortization schedule with 5 year balloon)

Upon motion by Young, seconded by Thole and carried to approve loan agreement as presented.

APPROVE PERSONAL LOANS – SCDP

Commissioners reviewed documentation loan details of housing projects through Small Cities Development Program. Upon motion by Meyer, seconded by Thole and carried to approve personal loans as presented through Madison Small Cities Development Program.

BUSINESS ASSISTANCE/LOAN ACTIVITY

Commissioners reviewed City of Madison/Madison EDA Covid-19 Business Assistance Loan Application from M.G. Entertainment, LLC requesting \$1,000. Upon motion by Thole, seconded by Young (Meyer abstained) and carried to authorize loan for \$1,000 through Business Assistance Loan Program. Terms according to Covid-19 Business Assistance Loan Policy.

CARES SMALL BUSINESS GRANTS DISCUSSION

Commissioners and John Maatz discussed CARES money the county has received. Maatz shared the guidance is very vague and the committee will continue to figure out what to do with the CARES funds.

COMMITTEE UPDATES

Riverview Dairy - Jim Connor reported discussion are on-going and continuing to pursue a potential location.

MN National Guard – Madison and Appleton National Guard Units will be consolidated into one new building. 15 acre site for new construction is part of the plan with city/county utilities is part of the State plan.

Tonn – Discussion for expansion is been continued.

CEDA

Commissioner reviewed correspondence from CEDA (Community and Economic Development Associates) Joint meeting with County EDA scheduled for August 19, 2020.

BRAINSTORMING – BUDGET 2021

Tabled until October meeting.

NEXT MEETING – Monday, October 5, 2020 – 5:00 p.m.

ADJOURN

Upon motion by Thole, seconded Young, and carried the meeting adjourned at 5:50 p.m.

Jim Connor, EDA President

ATTEST:

Sue Volk, EDA Recording Secretary

CITY COUNCIL CHECKLIST

10/23/2020

ITEM	DATE	ADDRESSED BY	RESPONSIBLE TO COMPLETE	Progress Notes	COMPLETE
Pool Hours of Operation	3/25/2019	Zahrbock	CM, council	Last Date August 24th	ongoing
Senior Meal site and Center	1/13/2020	Meyer	CM, Meyer	Constuction and purchases completed-	ongoing
City Garage	4/20/2017	Thole, Fernho	CM	Painting complete	ongoing
Broadband Exploration	4/20/2017	Meyer	CM, committee	Downtown district project complete	ongoing
Downtown Renovation Fund	9/22/2014	Meyer	CM,	Small Cities Development Grant	ongoing
Downtown Open Space	10/27/2014	Conroy	CM Parks Board	This property is part of the UMRDC Developable Properties project	ongoing
Hwy 40 Curbing - ask MNDOT to repair	5/11/2015	Zahrbock	CM, Engineer	Planned Project 2023	ongoing
Recreation Facility	5/2/2017	EDA	CM, Conroy	On hold - will require additional community engagement	ongoing
City Hall Restoration and Maintenance	6/1/2017	Council	CM, BM	No bids received	ongoing
Climbing Wall at Pool	8/26/2019	Volk	Parks	2021 Quote 12x12 \$25,863 - In 2021 Budget	ongoing
Handicap Restroom at Grand/Public	8/26/2019	Meyer	CM, Thole	Utilities and plumbing completed for fall work	6/30/2021
MNDOT 2023	8/20/2020	Council	VH	Crossing study - Public Notice	ongoing
Madison Gateway Sign	9/23/2020	Thole	Thole, VH	Meeting with sign company 10/29/2020	6/30/2021

Olson Sanitation, Inc.

175 N. 7th Street, P.O. Box 689, Dawson, MN 56232 (320) 769-4610 FAX: (320) 769-4860
1-800-420-1914

Thursday, Oct 8, 2020

City of Madison
404 6th Ave
Madison, MN 56256

RE: 2021 Contract

Dear Sherrie,

Attached please find 2021 contract with the following changes:

9. The Contractor shall be compensated for its services as follows: The City agrees to pay the Contractor a monthly service fee of \$9,639.44 for 2021, \$9,832.23 for 2022, and \$10,028.87 for 2023. based on 12 months per calendar year for residential and commercial services. There shall be twelve billing cycles per calendar year. In addition, the Contractor shall be compensated for actual load and tipping fees of \$67.00 per ton for all refuse collected.

I have updated the dates also. Let me know if there are any other changes.

Sincerely,

Jason Olson
Olson Sanitation

MUNICIPAL RUBBISH AND GARBAGE DISPOSAL AGREEMENT

This Agreement, made the ___th day of _____, 2020, by and between the City, a municipal corporation ("City"), and Olson Sanitation, Inc. of Dawson, Minnesota ("Contractor").

Whereas, the City desires Contractor to provide for the collection of rubbish and garbage from all residents, commercial and industrial establishments within the City and to provide for disposal of the same in compliance with the health, pollution and other regulations of the State of Minnesota and its agencies;

Whereas, the Contractor is willing and able to provide the labor, materials and equipment necessary to accomplish this;

Now Therefore, in consideration of the mutual agreements herein contained, this agreement is executed with both parties hereto intending to be bound by its terms as follows:

1. The Contractor agrees to collect rubbish and garage from all residences and commercial and industrial establishments within the City and to dispose of the same in a sanitary landfill, all in compliance with the terms of this agreement as hereinafter set forth, with the ordinances of the City, the laws of the State of Minnesota, and all rules and regulations of the State of Minnesota and by of its agencies having jurisdiction over such activities.
2. The Contractor will furnish, at its own expense, all necessary labor, materials, trucks, and other equipment which may be necessary or desirable for such collection and disposal of rubbish and garbage.
3. The Contractor agrees to use Packer trucks or covered trucks for regular collection of rubbish and garbage and to keep all trucks and other equipment in the City in a sanitary and neat appearing condition.
4. Contractor shall provide residents with receptacles of 35, 65 and 95 gallon capacities for rubbish and garbage in compliance with the ordinances of the City. Collections shall be made by the contractor from residents once a week. Collections shall be made at the alley. During winter months the contractor may move pickup to the curb with oral or written notice to the city and notify residents through local media. In the event that no alley exists, collections shall be made at the curb. Collections shall be made each Wednesday. In the event of inclement weather, collections shall be mad as soon as conditions permit. In the event Wednesday occurs on a Federal holiday, the Contractor may make collections on Tuesday or Thursday. Collections shall be made from business and commercial establishments at such times and from such locations as may be required by the conditions of the particular establishment. The Contractor shall make every effort to provide good, prompt, efficient service of the type required by customers and to maintain a good working relationship with all those receiving their services.
5. The Contractor shall enforce a closed lid policy on all residential containers. All excess bags and cans of refuse shall have city issued tag. The Contractor shall not pick up any excess bags and cans of refuse that do not have a city issued tag.

6. The Contractor shall not pick up any cardboard, furniture, large appliances, material such as concrete, large pieces of lumber, plumbing or any other items commonly associated with building construction or demolition on its ordinary commercial or residential rubbish and garbage pickup route. The Contractor may pick up small wooden blocks, branches, and boards, provided such items fit in the proper receptacles with the lid closed. The Contractor may pick up pallets from commercial customers provided they fit in the proper receptacle with the lid closed. The Contractor may pick up mattresses from commercial customers on its regular pickup route, but shall note all such pickups in its daily log and associated charges according to the Contractor's fee schedule. The Contractor may pick up mattresses at the request of residential customers. The Contractor may pickup small appliances including televisions, microwave ovens, and similar items at the request of the customer. The contractor shall note the pick up of each additional item in its daily log and associated charges according to the Contractor's fee schedule.
7. Prior to and after each day's collection, the shall weigh in at the same certified scale. The pre-collection and post-collection weights shall be recorded in a daily log.
8. The Contractor, shall collect refuse from residents and commercial customers in as efficient manner as possible within reason. The contractor shall make every effort within reason to limit the number of collection days in the city to a maximum of three days per week.
9. The Contractor shall be compensated for its services as follows: The City agrees to pay the Contractor a monthly service fee of \$9,639.44 for 2021, \$9,832.23 for 2022, and \$10,028.87 for 2023. based on 12 months per calendar year for residential and commercial services. There shall be twelve billing cycles per calendar year. In addition, the Contractor shall be compensated for actual load and tipping fees of \$67.00 per ton for all refuse collected.
10. The Contractor shall provide a monthly invoice to the City of the 25th day of each month for its services. Submitted with each invoice shall included each day's log during the billing cycle containing pre and post pick up weights and any extra items requiring additional charge according to the Contractor's fee schedule.
11. The Contractor may provide additional services to residential and commercial customers at the request of the customer. Refuse from such services shall be collected and weighed separately from refuse collected from regular commercial and residential pickup. The Contractor shall provide the City Clerk's office with a complete and updated fee schedule for all additional services. The Contractor shall also provide the City Clerk's office on a monthly basis with a list of additional services provided to residential and commercial customers.
12. The City Clerk's office shall be responsible for the collection of all regular charges to residential and commercial customers at the rates established by council resolution from time to time, and all charges to residential and commercial customers for additional services provided by the Contractor according to its fee schedule.

13. If, during the term this agreement is in effect, the Contractor experiences a substantial increase in his costs due to the rise in tipping fees and/or fuel prices, the Contractor shall be able to request a raise in rates to cover those costs. The City Council shall review this request, and, after all necessary public hearings and participation requirements have been met, decide whether or not to grant the request.

14. In the event of equipment failure or as circumstances demand, the Contractor may use equipment owned by the City for commercial and residential pickup. The Contractor shall reimburse the City at a rate of \$50/hr for use of City owned equipment.

15. The City and contractor agree to be in frequent communication and work together in good faith to ensure that the residents and businesses of Madison, MN are provided with quality sanitation services pursuant to the terms and conditions of this contract.

16. This agreement shall commence as of January 1, 2021. The term of this agreement shall be from January 1, 2021 to December 31, 2023 unless terminated by either party, with or without cause, upon ninety (90) day written notice by the Contractor and upon thirty (30) day written notice by the City.

17. The Contractor agrees to maintain all necessary licenses to do business in the State of Minnesota and City of Madison. The Contractor shall, at all times, carry public liability insurance for personal injuries in an amount of not less than Three Hundred Thousand Dollars (\$300,000) per claim and One Million Dollars (\$1,000,000) for all claims arising out of a single occurrence as may be required by the laws of the State of Minnesota and the Contractor further agrees to hold the City harmless from and to indemnify it for any damages or expenses resulting to the City because of or arising out of any of the activities of the Contractor.

18. The City shall take all necessary steps to provide for the collection of the regular charges to those for whom service is being provided at the rates set forth in this agreement to be paid by the City of the Contractor for such services, or at such rates as may be set from time to time as herein provided, but no changes in rates shall be effective either as charges to customers or as charges to be paid by the City to the Contractor until after a public hearing has been held thereon with notice of the time, placed an purpose of the hearing having been published prior thereto. This City shall adopt and use appropriate systems for billing and collection from customers and making payments to the Contractor by the 20th day of the month following.

19. The Contractor shall not assign its rights or delegate its duties under this agreement or subcontract all or any part thereof, without first obtaining written approval therefore from the City Council.

20. Whenever notice is to be given to the Contractor under the terms of this contracts such notice shall be sufficient if mailed to the Contractor at 175 N. Seventh Street., P.O. Box 689, Dawson, MN 56232 and any notice to the City shall be sufficient if mailed to the City Clerk, 404 Sixth Avenue Madison, MN 56256 and a copy to the City Attorney at 214 Sixth Avenue, Madison, MN 56256.

21. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

22. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

23. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

24. The waiver by City of any breach of this Agreement by Contractor shall not operate or be construed as a waiver by City of said breach or any other breach of this Agreement.

25. The Contractor and the City state that it is their respective intent in all matters relating to this agreement, the contractor shall be deemed to be, and will be acting as, an independent Contractor; that neither the Contractor nor their employees, agents or assistants are employees of the City under the meaning or application of any federal or state laws. Nothing contained herein shall be construed to create the relationship of employer and employee between the City and the contractor.

In Witness Whereof, the parties hereto have caused this agreement to be executed as of the day and year first written above.

CITY OF MADISON

Mayer

Attest:

City Clerk

Approved as to form:

City Attorney

OLSON SANITATION, INC.

By: Jeffrey Olson
Its: Owner

**CITY OF MADISON MINNESOTA
RESOLUTION NO. 20-37**

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

**RESOLUTION CERTIFYING DELINQUENT UTILITIES,
WEED ERADICATION (MOWING), AND OTHER CITY SERVICES
AGAINST RESPECTIVE PROPERTIES**

WHEREAS, the City of Madison desires to certify delinquent utilities, weed eradication (mowing), and other city services against the respective properties; and

WHEREAS, the City of Madison Code provides that the owner shall be liable for city utility services supplied to their property, whether he or she is occupying the property or not; and

WHEREAS, a notice and an opportunity for a hearing have been provided to affected owners of said property, and all such charges which are unpaid shall be certified to the County Auditor. The amounts so certified shall be extended by the Auditor on the tax rolls against such premises in the same manner as other taxes, payable in one year with no interest; and

WHEREAS, following is the name of the owner, address of property served, and amount to be certified. Any amounts collected prior to November 16, 2020, will be removed and not certified to the Auditor.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA, that the City Clerk is hereby authorized to certify the aforementioned special assessments to the County Auditor.

DELINQUENT UTILITY ACCOUNTS/MOWING/ OTHER CITY SERVICES

UTILITIES:

<u>Parcel</u>	<u>Name</u>	<u>Property Served</u>	<u>Amount Due</u>
(Parcel #54-0640-030) #11440014	River Giegerich (Summit Prop.)	213 9 th Avenue #202	\$62.62
(Parcel #54-0055-000) #12170003	Kirk Trier	722 7 th Street	\$76.48
(Parcel #54-0174-000) #12980007	Tiffany Bohn (Brandon Bendel)	410 7 th Avenue	\$567.58
(Parcel #54-0239-000) #31520009	Mary Evans Brei	308 ½ 6 th Avenue	\$147.87
(Parcel #54-0226-000) #31530010	Mary Evans Brei	308 6 th Avenue	\$196.55
(Parcel #54-0347-000) #51410002	Amber Tippie (Amber Vreim)	301 3 rd Avenue	\$374.12
(Parcel #54-0347-000) #52580002	Maribel & Rafeal Loera	120 2 nd Street	\$1,185.92
(Parcel #54-0465-000) #62190005	Andrea Long (Daryl Brouwer & Andrea Long)	210 4 th Street E	\$353.19
(Parcel #54-0468-000) #62220007	Mitchell Sprick (Mitchell Rhoades)	203 5 th St E	\$203.40

MOWING:

(Parcel #54-0342-000)	Tracy Schaffer (Brandon Bendel)	224 3 rd Avenue	\$178.25
(Parcel #54-0094-900)	William Warnock (Jennifer Warnock)	622 3 rd Avenue	\$991.28
(Parcel #54-0587-000)	Dawn & Donald Pearson	810 1 st Avenue	\$192.38
(Parcel #54-0105-000)	Denelle Hart (Dawn Chapman)	511 1 st Avenue	\$178.25
(Parcel #54-0347-000)	Rafeal Loera	120 2 nd Street	\$1,094.73

(Parcel #54-0443-000)	Sara Stewart	302 5 th St E	\$192.38
(Parcel #54-0239-000)	Mary Evans Brei	308 6 th Avenue	\$406.51

PARKING:

(Parcel #54-0345-000)	Trinidad Avila Flores	104 W 2 nd Street	\$175.00
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SNOW REMOVAL:

(Parcel #54-0571-000)	Jordan Bendel (Keith Kunde)	1011 4 th Avenue	\$110.00
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UTILITIES \$3,167.73
MOWING \$3,233.78
PARKING VIOLATIONS \$175.00
SNOW REMOVAL: \$110.00
GRAND TOTAL \$6,686.51

Upon vote taken thereon, the following voted:

For:
Against:
Absent:

Whereupon said Resolution No. 20-37 was declared duly passed and adopted this 26th day of October, 2020.

Greg Thole
Mayor

ATTEST: _____
Christine Enderson
City Clerk

RESOLUTION NO. 20-38

VACATING AN UNDEVELOPED STREET IN
SWENSON'S SECOND ADDITION TO MADISON

City of Madison)
State of Minnesota)

WHEREAS, a public hearing of the City Council of the City of Madison, Minnesota, was held on the 26th day of October, 2020, at City Hall; all members being present or otherwise noted in the record; and

WHEREAS, the Council had previously received a request from the adjoining property owners to vacate an undeveloped street located between Lot 3 of Block 1 and Lot 1 of Block 3, Swenson's Second Addition to Madison, Minnesota; and

WHEREAS, there appearing no objections to said vacation and it appears to be in the public's best interest, the Council agrees to vacate said undeveloped street; and

NOW THEREFORE BE IT RESOLVED that the undeveloped street located and lying between Lot 3 of Block 1 and Lot 1 of Block 3, of Swenson's Second Addition to Madison, Minnesota, is hereby vacated.

Upon the vote taken thereon, the following voted:

For: _____

Against: _____

Whereupon said Resolution No. 20-38 was declared duly passed and adopted this 26th day of October, 2020.

Greg Thole, Mayor

ATTEST:

City Clerk

THIS INSTRUMENT WAS DRAFTED BY:

Richard G. Stulz, City Attorney
214 Sixth Avenue
Madison, MN 56256