CITY OF MADISON

AGENDA AND NOTICE OF MEETING

Regular Meeting of the City Council – **5:00 PM Monday January 25, 2021**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 January 11, 2021 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.	Council Revenue Expense – December 2020 - receive	Page 5
B.	Cash Investment Balance – December 2020 – receive	Page 9
C.	Madison EDA Minutes – January 4, 2021 – receive	Page 12
D.	Senator Dahmes Newsletter – January 8, 2021 – receive	Page 13
E.	MRWA Certificate – receive	Page 16
F.	Kilowatt Purchase Summary – 2020 – receive	Page 17
G.	MMUA In-Person Training Policy – receive	Page 18

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

6. UNFINISHED AND NEW BUSINESS

Page 19

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

Page 20

B. Res. 21-13. Providing for the Issuance and Sale of \$6,550,000 General Obligation Water and Sewer Improvement Refunding Bonds, Series 2021A, and Levying a Tax for the Payment. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 41

C. Approval of Pay Equity Report. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

Page 47

D. Approve Change to Independent Contractor – Utility Billing. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

Page 49

E. Approve Meal Site Facility Agreement – Prairie Five. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

Page 52

- F. Approval to Advertise for Bids City Hall. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
- G. **Closed Session** Real Property

Handout

- H. Approve Purchase Agreement. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
- I. Other. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
- 7. MANAGER REPORT (Manager)
 - Joint City County EDA meeting

Page 53

- 8. MAYOR/COUNCIL REPORTS (Mayor/Council)
- 9. AUDITING CLAIM

Page 56

A copy of the Schedule Payment Report of bills submitted January 11, 2021 through January 25, 2021 is attached for approval for Check No. 60755 through Check No. 60785 and debit card purchases. A <u>MOTION</u> is in order.

10. ADJOURNMENT

CITY OF MADISON OFFICIAL PROCEEDINGS

MINUTES OF THE MADISON CITY COUNCIL REGULAR MEETING JANUARY 11, 2021

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by Mayor Thole on Monday, January 11, 2021, at 5:07 p.m. in Council Chambers at City Hall. Councilmembers present were: Mayor Greg Thole, Tim Volk, Maynard Meyer, Paul Zahrbock, and Adam Conroy. Also present were: City Manager Val Halvorson, City Attorney Rick Stulz.

OATH OF OFFICE

The Oath of Office was administered by City Manager Val Halvorson to Mayor Greg Thole, Councilmember Maynard Meyer, and Adam Conroy, who were re-elected to office at the November election.

AGENDA

Upon motion by Meyer, seconded by Conroy and carried, the Agenda was approved as amended. Additions to the agenda include, closed session related to purchase of real property. All agenda items are hereby placed on the table for discussion.

MINUTES

Upon motion by Conroy, seconded by Zahrbock and carried, the December 30, 2020, meeting minutes were approved as presented.

ANNUAL MEETING

Upon motion by Volk, seconded by Meyer and carried, **RESOLUTION 21-01** titled "Resolution establishing council meetings time, date, and place" was adopted. This resolution would provide for the City Council to meet on the second and fourth Monday of each month at 5:00 p.m. Special meetings can be established when so required in accordance with Open Meeting laws. A complete copy of Resolution 21-01 is contained in City Clerk's Book #10.

Upon motion by Meyer, seconded by Zahrbock and carried, **RESOLUTION 21-02** titled "Designation of Newspaper" was adopted. This resolution would provide for the Western Guard of Madison, Minnesota, to be designated as the official newspaper with supplemental publications being used as needed. A complete copy of Resolution 21-02 is contained in City Clerk's Book #10. Councilmember Conroy abstained.

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 21-03** titled "Designation of Depository" was adopted. This resolution would provide for the designation of Old National Bank and United Prairie Bank of Madison as the City's official depositories. A complete copy of Resolution 21-03 is contained in City Clerk's Book #10.

Councilmember Conroy nominated Councilmember Meyer as Acting Mayor. There being no other nominations, upon motion by Conroy, seconded by Zahrbock and carried, **RESOLUTION 21-04** titled "Election of Acting Mayor" was adopted. This resolution would provide for the election of Maynard Meyer as Acting Mayor. A complete copy of Resolution 21-04 is contained in City Clerk's Book #10.

Upon motion by Meyer, seconded by Zahrbock and carried, **RESOLUTION 21-05** titled "Resolution ratifying council boards & commissions appointments" was adopted. This resolution would provide for

the appointment of council and citizen representatives to various boards and commissions. A complete copy of Resolution 21-05 is contained in City Clerk's Book #10.

Upon motion by Conroy, seconded by Volk and carried, **RESOLUTION 21-06** titled "Resolution ratifying council committee appointments" was adopted. This resolution would provide for the appointment of council representatives to various council committees. A complete copy of Resolution 21-06 is contained in City Clerk's Book #10.

Upon motion by Volk, seconded by Meyer and carried, **RESOLUTION 21-07** titled "Resolution designating an authorized representative to the Western MN Municipal Power Agency" was adopted. This resolution would provide for the appointment of City Manager Val Halvorson as the City's representative, with Line Department Supervisor David Johnson being appointed as alternate. A complete copy of Resolution 21-07 is contained in City Clerk's Book #10.

Upon motion by Conroy, seconded by Zahrbock and carried, **RESOLUTION 21-08** titled "Resolution designating an authorized representative to the Missouri River Energy Services" was adopted. This resolution would provide for the appointment of City Manager Val Halvorson as the City's representative, with Line Department Supervisor David Johnson being appointed as alternate. A complete copy of Resolution 21-08 is contained in City Clerk's Book #10.

<u>PUBLIC PETITIONS, REQUESTS, HEARINGS, AND COMMUNICATIONS</u>

None.

CONSENT AGENDA

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

CITY COUNCIL CHECKLIST

Council reviewed the City Council Checklist.

MADISON AMBULANCE SERVICE ANNUAL REPORT

Upon motion by Zahrbock, seconded by Conroy and carried, **RESOLUTION 21-09** titled "Appointment of Ambulance Service Officers for 2021" was adopted. This resolution provides for the following appointments for 2021:

Ambulance Chief: Scott Schake
Asst. Ambulance Chief: Marissa Flinn
Maintenance Officer: Jeremy Osteraas
Secretary/Treasurer: Maria Croatt
Training Officer: Brittany Engesmoe

A complete copy of Resolution 21-09 is contained in City Clerk's Book #10.

MADISON FIRE DEPARTMENT OFFICERS 2021

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 21-10** titled "Appointment of Fire Service Officers for 2021" was adopted. This resolution provides for the following appointments for 2021:

Fire Chief: Brian Tebben

Asst. Fire Chief: Maurice Wollschlager

Training Officer: Mark Olson Safety Officer: Casey Chester Secretary: Don Tweet Treasurer: Jerod Rakow

A complete copy of Resolution 21-10 is contained in City Clerk's Book #10.

2021 FEES

Upon motion by Conroy, seconded by Zahrbock and carried, **RESOLUTION 21-11** titled "Resolution Establishing a Fee Schedule Pursuant to §34.01 of the Madison Code of Ordinances for the Year 2021" was adopted. City Manager Halvorson noted the changes. A complete copy of Resolution 21-11 is contained in City Clerk's Book #10.

FUND TRANSFERS DECEMBER 31, 2020

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 21-12** titled "Fund Transfer Adjustment Effective December 31, 2020" was adopted. This resolution would provide for annual year-end transfers as budgeted and recommended by City Manager. A complete copy of Resolution 21-12 is contained in City Clerk's Book #10.

COGENERATION AND SMALL POWER PRODUCTION TARIFF

Upon motion by Volk, seconded by Zahrbock and carried, Council accepted the 2020 Cogeneration and Small Power Production Tariff report as presented. City Manager Halvorson reminded Council that this report is used to calculate the average retail charge for net-metering services. This report is not submitted to the Public Utilities Commission but is kept on file in the City Clerk's Office.

EMPLOYEE WELLNESS PROGRAM

Upon motion by Meyer, seconded by Zahrbock and carried, Council approved City Manager's recommendation of a city-funded wellness program for city employees to include such areas as physical health, mental health, and social health.

COVID SICK BANK

Upon motion by Zahrbock, seconded by Conroy and carried, Council approved City Manager's recommendation of extending the period to use the COVID sick bank hours through March 31, 2021.

CLOSED SESSION:

Council went into closed session at 5:24 p.m. to discuss the purchase of real property. Closed session was completed at 5:50.

MINNESOTA NATION GUARD

Upon motion by Zahrbock, seconded by Conroy and carried, Council approved a Memorandum of Intent, to work with the Minnesota National Guard towards the construction of a new Readiness Center within or adjacent to the corporate boundaries of the City of Madison.

CITY MANAGER REPORT

Halvorson provided an update on the status of the 2012 GO Water and Sewer Improvement Refunding Bonds, Series 2021A. This included telephone interviews with Ehlers and S&P Global to update the City's rating.

MAYOR/COUNCIL REPORTS

Meyer reminded Council the City of Madison provides curbside Christmas tree pickup.

DISBURSEMENTS

Upon motion by Meyer, seconded by Volk and carried, Council approved disbursements for bills
submitted between December 31, 2020 and January 11, 2021. These disbursements include United
Prairie Check Nos. 60622-60747 and debit card purchases posted on December 30, 2020.
There being no further business, meeting adjourned at 5:59 p.m.

	Greg Thole – Mayor	
ATTEST:		
Val Halvorson – City Manager		

Page 1

REVENUE & EXPENSE REPORT CALENDAR 12/2020, FISCAL 12/2020

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance	BUDGET	DIFFERENCE
	TOTAL REVENUE	378,979.66	1,773,097.78	1,597,112.00	175,985.78-
	TOTAL EXPENSES	364,631.15	1,773,097.78	1,597,112.00	175,985.78-
	GENERAL TOTAL	14,348.51	.00	.00	.00
	TOTAL REVENUE	63,757.57	195,303.08	114,500.00	80,803.08-
	TOTAL EXPENSES	95,502.58	195,303.08	106,050.00	89,253.08-
	AMBULANCE TOTAL	31,745.01-	.00	8,450.00	8,450.00
	TOTAL REVENUE	2,408.91	6,037.04	.00	6,037.04-
	TOTAL EXPENSES	4,102.27-	6,037.04	.00	6,037.04-
	SCDP GRANT REVOLVING LOAN TOTA	6,511.18	.00	.00	.00
	TOTAL REVENUE	10,580.84	346,238.82	.00	346,238.82-
	TOTAL EXPENSES	16,916.02	346,238.82	.00	346,238.82-
	SCDP GRANT 2017 ADMIN TOTAL	6,335.18-	.00	.00	.00
	TOTAL REVENUE	21,994.76	91,437.64	91,100.00	337.64-
	TOTAL EXPENSES	52,594.81	91,437.64	62,782.00	28,655.64-
	EDA TOTAL	30,600.05-	.00	28,318.00	28,318.00
	TOTAL REVENUE	30.02	571.19	1,200.00	628.81
	TOTAL EXPENSES	5,239.81-	571.19	.00	571.19-
	EDA REVOLVING LOAN FUND TOTAL	5,269.83	.00	1,200.00	1,200.00
	TOTAL EXPENSES	.00	.00	.00	.00

Page 2

REVENUE & EXPENSE REPORT CALENDAR 12/2020, FISCAL 12/2020

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance	BUDGET	DIFFERENCE
	EDA DOWNPAYMENT LOAN TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	16,525.08	16,525.08	41,500.00	24,974.92
	TOTAL EXPENSES	37,989.92-	16,525.08	.00	16,525.08-
	SEWR SYSTEM REPLACEMENT TOTAL	54,515.00	.00	41,500.00	41,500.00
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE DEBT TOTA	.00	.00	.00	.00
	TOTAL REVENUE	2,017.51	332,178.63	330,081.00	2,097.63-
	TOTAL EXPENSES	1,331.37-	332,178.63	333,810.00	1,631.37
	INFRA. REPLACE. DEBT SERV TOTA	3,348.88	.00	3,729.00-	3,729.00-
	TOTAL REVENUE	1,729.32	337,531.87	339,290.00	1,758.13
	TOTAL EXPENSES	229,931.87	337,531.87	338,965.00	1,433.13
	2015 GO REFUNDING DS TOTAL	228,202.55-	.00	325.00	325.00
	TOTAL REVENUE	173.69	149,085.69	149,112.00	26.31
	TOTAL EXPENSES	598.19	149,085.69	149,387.00	301.31
	2016 GO REF/WT REV DS TOTAL	424.50-	.00	275.00-	275.00-
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE PROJ TOTA	.00	.00	.00	.00
	TOTAL REVENUE	57,000.27	59,000.27	11,600.00	47,400.27-

CITY OF MADISON

REVENUE & EXPENSE REPORT CALENDAR 12/2020, FISCAL 12/2020

Page 3

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance	BUDGET	DIFFERENCE
	TOTAL EXPENSES	42,745.15	59,000.27	7,760.00	51,240.27-
	CULTURE & REC CAP. FUND TOTAL	14,255.12	.00	3,840.00	3,840.00
	TOTAL REVENUE	154,111.62	157,261.12	150,200.00	7,061.12-
	TOTAL EXPENSES	136,891.12	157,261.12	125,000.00	32,261.12-
	BLDG & EQUIP CAP. FUND TOTAL	17,220.50	.00	25,200.00	25,200.00
	TOTAL REVENUE	55,078.27	55,078.27	35,000.00	20,078.27-
	TOTAL EXPENSES	55,078.27	55,078.27	.00	55,078.27-
	STREETS CAPITAL FUND TOTAL	.00	.00	35,000.00	35,000.00
	TOTAL REVENUE	37,939.78	531,247.31	538,700.00	7,452.69
	TOTAL EXPENSES	149,553.60-	531,247.31	720,350.00	189,102.69
	WATER TOTAL	187,493.38	.00	181,650.00-	181,650.00-
	TOTAL REVENUE	47,380.31	451,425.99	461,800.00	10,374.01
	TOTAL EXPENSES	175,968.48-	451,425.99	696,861.00	245,435.01
	SEWER TOTAL	223,348.79	.00	235,061.00-	235,061.00-
	TOTAL REVENUE	20,375.50	219,362.97	226,012.00	6,649.03
	TOTAL EXPENSES	22,302.47	219,362.97	225,449.00	6,086.03
	SANITATION TOTAL	1,926.97-	.00	563.00	563.00
	TOTAL REVENUE	163,807.44	1,484,022.40	1,476,800.00	7,222.40-
	TOTAL EXPENSES	125,382.77	1,484,022.40	1,440,557.00	43,465.40-

Page 4

REVENUE & EXPENSE REPORT CALENDAR 12/2020, FISCAL 12/2020

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance	BUDGET	DIFFERENCE
	ELECTRIC UTILITY TOTAL	38,424.67	.00	36,243.00	36,243.00
	TOTAL REVENUE	13,397.09	147,393.41	148,850.00	1,456.59
	TOTAL EXPENSES	70,640.16-	147,393.41	237,461.00	90,067.59
	STORM SEWER TOTAL	84,037.25	.00	88,611.00-	88,611.00-
	TOTAL REVENUE	52,720.52	506,542.65	412,500.00	94,042.65-
	TOTAL EXPENSES	87,211.98	506,542.65	412,244.00	94,298.65-
	LIQUOR TOTAL	34,491.46-	.00	256.00	256.00
	TOTAL REVENUE	23,249.30	170,048.60	170,020.00	28.60-
	TOTAL EXPENSES	40,750.07-	170,048.60	214,291.00	44,242.40
	EASTVIEW APARTMENTS TOTAL	63,999.37	.00	44,271.00-	44,271.00-
	TOTAL REVENUE	43,806.74	68,826.92	48,500.00	20,326.92-
	TOTAL EXPENSES	67,426.92	68,826.92	63,000.00	5,826.92-
	RESERVE TOTAL	23,620.18-	.00	14,500.00-	14,500.00-
	REVENUE & EXPENSE FUND SUMMARY	355,426.58	.00	387,202.00-	387,202.00-

Cash and Investment Balances

Date: DECEMBER 31, 2020

Fund	Acct No.	Cash Balance	Acct No.	Ehlers Investments	Total by Fund
				Balance	
General Fund	101-10100	\$809,517.32	101-10113	\$151,000.00	\$960,517.32
Ambulance Fund	201-10100	-\$54,649.08	201-10113	\$200,000.00	\$145,350.92
EDA Fund	211-10100	\$47,511.81	211-10113	\$0.00	\$47,511.81
Sewer Sys replace	225-10100	\$77,326.56	225-10113	\$0.00	\$77,326.56
2009 GO Temp. Imp.	308-10100	\$0.00	308-10113	\$0.00	\$0.00
Inf. Replace. DS	350-10100	\$301,492.60	350-10113	\$0.00	\$301,492.60
2015 GO Refunding	351-10100	\$46,915.85	351-10113	\$0.00	\$46,915.85
2016 GO Ref/Wt Rev	353-10100	\$24,524.28	353-10113	\$0.00	\$24,524.28
Cult & Rec Capital	420-10100	\$117,743.46	420-10113	\$0.00	\$117,743.46
Bldg & Equip Capital	425-10100	\$310,404.34	425-10113	\$0.00	\$310,404.34
Streets Capital	430-10100	\$55,078.27	430-10113	\$0.00	\$55,078.27
Water Fund	601-10100	-\$128,488.80	601-10113	\$99,000.00	-\$29,488.80
Sewer Fund	602-10100	-\$119,917.11	602-10113	\$400,000.00	\$280,082.89
Sanitation Fund	603-10100	\$99,362.62	603-10113	\$0.00	\$99,362.62
Electric Fund	604-10100	\$716,074.61	604-10113	\$2,000,000.00	\$2,716,074.61
Storm Sewer Fund	605-10100	\$114,490.73	605-10113	\$0.00	\$114,490.73
Liquor Fund	609-10100	\$88,271.71	609-10113	\$0.00	\$88,271.71
Eastview Fund	614-10100	\$69,629.23	614-10113	\$100,000.00	\$169,629.23
Reserve Fund	851-10100	-\$52,564.11	851-10113	\$413,245.00	\$360,680.89
	•	\$2,522,724.29		\$3,363,245.00	\$5,885,969.29
(GT Cash Balance)		\$0.00			
United Prairie Checkin	ng	\$813,426.40			
Old National Checking	•	\$9,297.89			
TD Ameritrade Sweep		\$1,700,000.00			
		\$2,522,724.29			
SCDP Rev Loan	202-10103	\$8,409.95			\$8,409.95
SCDP Grant Admin	205-10104	\$13,352.58			\$13,352.58
EDA Rev Loan Fund	212-10105	\$97,712.21			\$97,712.21
		\$2,642,199.03		\$3,363,245.00	\$0.00
	Cash and Investments	\$6,005,444.03			

CITY OF MADISON MINUTES OF THE MADISON ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING

Monday, January 4, 2021 - 5:00 p.m.

Pursuant to due call and notice thereof, the regular meeting of the Madison Economic Development Authority was conducted at 5:00 p.m. on Monday, January 4, 2021 at the Madison Municipal Building.

Members in attendance: Commissioners Jim Connor, Greg Monson, Maynard Meyer, Greg Thole, Ryan Young and Scott Wanner. Members Absent: None

Also in attendance were: City Manager Val Halvorson, EDA, John Maatz, Representative of County EDA, and Recording Secretary Sue Volk.

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

APPROVAL OF AGENDA

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

LITTLE EAGLES DAYCARE DIRECTOR UPDATE

Melissa Katzenmeyer, Director of Little Eagles Daycare, provided the Commissioners an update with a power point presentation. Melissa became the director in February 2020. Melissa stated that 41 kids utilize the daycare. Melissa provided revenue and expense details for the current year showing an approximate \$80,000 operating shortfall. Melissa explained that they are continuously striving on being more cost effective and searching for additional revenue sources. Melissa explained that the rates have not been increased since opening and are considering a rate increase. Commissioners provided some ideas on organizations to reach out to for funding.

Manager Halvorson stated that in the MDEA budget \$15,000 is designated for Little Eagles Daycare each year.

MADISON MERCANTILE

Kris Shelstad presented to the Commissioners for review a summary of a business venture she is pursuing. Ms. Shelstad shared that she is pursuing the Brehmer Hardware Building site and is considering opening Madison Mercantile to facilitate tourism, history, arts, culture, entrepreneurship, small business development and remote work along with coffee shop to draw both locals and travelers. Kris would like to form a partnership with MEDA. Commissioners acknowledged her enthusiasm and offered Kris to reach out to members of the EDA for input and direction moving forward.

ANNUAL MEETING

Upon motion by Meyer, seconded by Young and carried to cast a unanimous ballot of 2021 officers to be the same as 2020.

President (Jim Connor) Vice President (Scott Wanner) Secretary (Maynard Meyer) Assistant Secretary: recording secretary/city clerk, and Treasurer (Greg Monson) and Assistant Treasurer (deputy clerk/treasurer).

Upon motion by Thole, seconded by Young and carried to establish meeting date, time and location as the first Monday of every month at 5:00 p.m. at Madison Municipal Building Auditorium.

Upon motion by Meyer, seconded by Wanner and carried to designate the Western Guard as official newspaper.

Upon motion by Thole, seconded by Young and carried to establish Old National Bank and United Prairie Bank as official depositories.

Upon motion by Wanner, seconded by Monson and carried to designate Swenson, Nelson and Stulz PLLC as official legal counsel.

Upon motion by Meyer, seconded by Young and carried to establish the following committee assignments:

Finance/Loan committee: Monson, Solem, City Attorney Rick Stulz,

Industrial/Retail committee: Meyer, Thole, Connor, Young Housing/Residential committee: Wanner, Thole, Young

APPROVAL OF MINUTES

Upon motion by Thole, seconded by Meyer and carried the December 7, 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 - December 2020 and DSI Development Services, Inc. status report as of November 30, 2020. Manager Halvorson shared that \$138,102 commercial funds currently available are not committed to any commercial projects and funds moved to housing projects.

DIRECTOR UPDATE

MARKETING INITIATIVE

Maynard and Ryan shared they had met with Melissa Streich, Communication Coordinator, UMRDC. The committee has discussed two tangible projects and will continue to brainstorm before implementing. Committee along with Manager Halvorson will continue to move forward and work together a contract with more details.

MEMBER APPOINTMENT

Commissioners discussed the position open to fill the term ending in December 2025 vacated by Solem. Commissioners will continue to search for a replacement.

AGRICULTURE COMMITTEE

President Connor and John Maatz will meet in near future.

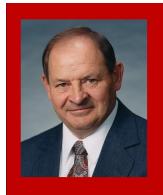
CEDA/HOUSING REPORT

Commissioner were presented Madison housing needs assessment January through April along with CEDA tasks and time frame schedule.

2

Commissioners shared they would like a meeting between County Commissioners, Jake Sieg, City Managers, City Councils, Madison and Dawson EDA member to discuss County EDA arrangement Manager Halvorson will work on setting up a meeting.

Upon motion by Thole seconded Meyer and carr	ried, the meeting adjourned at 6:45 p.m.
ATTEST:	Jim Connor, EDA President
Sue Volk, EDA Recording Secretary	



STATE SENATOR GARY A HIVES



Proudly Serving the Residents of District 16 E-Newsletter

January 8, 2021

SENATOR DAHMS SWORN IN TO FOURTH TERM IN MINNESOTA SENATE

On Tuesday, as Minnesota's 92nd legislative session began, Gary Dahms was sworn in to his fourth term as State Senator for District 16 in the Minnesota Senate. The district represents all or parts of Brown, Lac qui Parle, Lyon, Redwood, Renville, and Yellow Medicine Counties.

"It is an honor and a privilege to continue serving the residents of District 16 as their senator," remarked Senator Dahms (R – Redwood Falls). "In these challenging times I look forward to building on the success of prior legislative sessions and delivering changes that will improve the lives of hard-working Minnesotans."

A former Redwood Falls businessman and Redwood County Commissioner, Senator Dahms is the Chair of the Senate Commerce and Consumer Protection Finance and Policy Committee and Vice Chair of the Senate Agriculture and Rural Development Finance and Policy Committee.

The legislative session began on January 5 and is scheduled to run through May 17. Major issues the legislature will need to tackle are the state's budget, helping small businesses and their employees recover from COVID-19 shutdowns, and renewing the state's reinsurance program.

Senator Dahms was re-elected in November. He welcomes comments and questions and can be reached by telephone at (651) 296-8138, by mail at

2111 Minnesota Senate Building, 95 University Ave W., St. Paul, MN 55155, or by e-mail at sen.gary.dahms@senate.mn. He also encourages constituents to sign up for his weekly Session email updates via his email address.



SENATOR GARY DAHMS ANNOUNCES COMMITTEE ASSIGNMENTS

State Senator Gary Dahms (R – Redwood Falls) received his committee assignments for the 2021 legislative session. Senator Dahms will continue to chair the Senate Commerce and Consumer Protection Finance and Policy Committee. He is also Vice-Chair of the Agriculture and Rural Development Finance and Policy Committee and serves on the committees of Housing Finance and Policy and Capital Investment (bonding).

"I am pleased with my assignments and am particularly honored to continue serving as Chairman of the Commerce and Consumer Protection Finance and Policy Committee," said Senator Dahms. "Agriculture, affordable housing, and commerce are very important to our district. I will use my membership on these committees to strengthen Minnesota's agriculture industry, support rural Minnesotans, and grow Minnesota's economy."

The state budget forecast released in December projected a \$1.3 billion deficit for the 2022 – 2023 biennium. Balancing the state's budget for the next two-year budget cycle is expected to be the primary focus of this year's session.

"To keep our state on a path toward fiscal recovery, we must continue to focus on policies that will encourage entrepreneurs, give confidence to existing businesses, and attract new companies into the state," Senator Dahms continued. "My

colleagues and I are prepared to look for efficiencies in the state's budget to live within our means and not balance the state budget on the backs of hardworking Minnesota families and businesses."

VISITING THE CAPITOL, MSB

The Capitol building and the Minnesota Senate Building (MSB) continue to be closed to the public.

The Senate has several guidelines in place for legislators, employees, and visitors in order to keep everyone safe. Here's what you need to know if you are scheduling an appointment or visit with us.

<u>I am a constituent of Senator Dahms. Can I meet with him?</u> Absolutely! However per Senate Policy, for the foreseeable future all appointments will be conducted either by phone or via Zoom. Committee hearings will be broadcast live via the Senate's media sites: http://www.youtube.com/MnSenateMedia and http://www.senate.mn/media.

We do not yet know when the Senate will allow in-person appointments, but when that happens, the following guidelines will be adhered to:

- ★ Meetings with Senator Dahms will be in his St. Paul office by appointment only and will include no more than two visitors in order to meet social distancing standards.
- ★ Visitors will be required to conduct and pass their own self-assessed health and temperature screenings at the MSB entrance. If they answer "yes" to any of the questions, they cannot attend the in-person appointment nor enter the building for the safety of Senate employees and members. They can, however, call the senator's office to reschedule the appointment or visit with him over the phone.
- ★ Per Senate Policy, Senator Dahms' Committee Legislative Assistant (CLA) Wendy Haavisto will record the name and telephone number of each individual she admits into the MSB or Capitol. The information collected is strictly for the purposes of contact tracing in the event of a positive COVID case.
- ★ The Senate recommends the use of face coverings. Pursuant to Executive Order 20-81, face coverings are required in places of public accommodation. Both the MSB and Capitol have signs on the entrances to each building requiring cloth face coverings inside each building, consistent with the terms of the Executive Order.
- ★ Questions? Contact Senator Dahms' CLA Wendy Haavisto, and she will answer any questions or concerns you may have. Wendy can be reached at (651) 296-3218 or wendy.haavisto@senate.mn.



Reopening Minnesota

COVID-19 RESOURCES

General Information:

- ★ Minnesota Department of Health's (MDH) COVID-19 page: https://www.health.state.mn.us/diseases/coronavirus/index.html.
- ★ MDH's COVID-19 prevention tips: https://www.health.state.mn.us/diseases/coronavirus/prevention.html.
- ★ MDH's COVID-19 Situation Update: https://www.health.state.mn.us/diseases/coronavirus/situation.html.
- ★ Mayo Clinic's COVID-19 page: https://www.mayoclinic.org/diseases-conditions/coronavirus/symptoms-causes/syc-20479963.
- ★ CDC COVID-19 page: https://www.cdc.gov/coronavirus/2019-ncov/index.html.
- ★ CDC COVID-19 Frequently Asked Questions: https://www.cdc.gov/coronavirus/2019-ncov/faq.html.

Minnesota Workers and Employers:

- ★ Minnesota Department of Employment and Economic Development's (DEED) COVID-19 page: https://mn.gov/deed/newscenter/covid/.
- ★ Minnesota Department of Labor and Industry's (DOLI) COVID-19 page: https://dli.mn.gov/business/workplace-safety-and-health/mnosha-compliance-novel-coronavirus-covid-19.

Minnesota Workers:

- ★ DEED information for workers: https://mn.gov/deed/newscenter/covid/workers/.
- ★ Minnesota Unemployment benefits through DEED: https://www.uimn.org/applicants/needtoknow/news-updates/covid-19.jsp.

Minnesota Businesses:

- * Information for businesses: https://mn.gov/deed/newscenter/covid/employers/.
- ★ Small Business Emergency Loans through DEED: https://mn.gov/deed/business/financing-business/federal-sba/.
- ★ DOLI information regarding employer compliance issues and coronavirus: https://dli.mn.gov/business/workplace-safety-and-health/mnosha-compliance-novel-coronavirus-covid-19.

Child Care:

- ★ Parents and Guardians who need child care resources can call Child Care Aware of Minnesota at 1-888 -291-9811 or go to www.parentaware.org.
- ★ Child Care Provider guidance to mitigate the risk of COVID-19: https://mn.gov/dhs/assets/communication-to-child-care-providers-following-exec-order-20-02 tcm1053-423087.pdf.
- ★ A special hotline for child care providers: 1-888-234-1268.



Certificate of Membership

Minnesota Rural Water Association



City of Madison

In recognition of your concern for safe drinking water in the State of Minnesota.

Excellence in Training and Technical Assistance

Commencing February 2021

Expiration January 2022

WE WORK FOR YOU!

Minnesota Rural Water Association National Rural Water Association Lori Blair



CITY OF MADISON, MINNESOTA KILOWATT PURCHASE SUMMARY 2020

	MISSOURI (261		S1 Green Energy (263)		WESTERN AR (260			TOTAL POWER \$
January	681,870	\$39,222.91	\$14.41	January	1,088,000	\$24,311.76	January	\$63,549.08
February	575,176	\$37,894.04	\$13.99	February	1,002,000	\$22,327.29	February	\$60,235.32
March	599,760	\$26,872.44	\$0.00	March	879,000	\$21,080.58	March	\$47,953.02
April	416,002	\$20,937.06	\$11.18	April	850,000	\$20,110.50	April	\$41,058.74
May	0	\$0.00	\$12.87	May	1,182,646	\$26,769.81	May	\$26,782.68
June	93,704	\$4,568.68	\$9.14	June	1,500,000	\$39,111.00	June	\$43,688.82
July	408,065	\$19,511.05	\$8.52	July	1,443,000	\$36,421.86	July	\$55,941.43
August	101,555	\$4,353.98	\$18.70	August	1,569,000	\$38,387.88	August	\$42,760.56
September	0	\$0.00	\$8.71	September	1,224,703	\$29,312.36	September	\$29,321.07
October	0	\$0.00	\$6.96	October	1,466,283	\$33,888.30	October	\$33,895.26
November	462,479	\$22,936.59	\$10.58	November	924,000	\$20,918.73	November	\$43,865.90
December	713,513	\$43,179.66	\$11.80	December	944,000	\$21,794.13	December	\$64,985.59
TOTALS	4,052,124	\$219,476.41	\$126.86		14,072,632	\$334,434.20		\$554,037.47

MMUA In-Person Training Policy

Effective January 15, 2021

MMUA has revised its policy regarding in-person training in light of new guidance from the state. Effective January 7, the State of Minnesota has issued new guidance for indoor seated venues which provides as follows:

Workers: In-person meetings and training sessions involving workers are allowed, but must be limited to as few workers as possible, and must not exceed 25 workers at one time when held indoors.

- Workers who can work from home must continue to do so.
- Meetings and training sessions must be held virtually whenever possible.

In light of this new guidance, a key question to be considered is whether particular training sessions should be in-person or virtual. The following considerations bear on this question.

- MMUA's training programs are nearly all safety related, so it is important that trainees
 have a thorough understanding and a high level of retention of the material. Experience
 has shown that in-person training produces a greater level of comprehension and a
 higher level of retention than virtual training. Lack of in-person training can increase the
 risk of accidents and injuries.
- Safety standards are performative in nature, and the instructor typically needs to assess that students are able to perform required skills or actions according to the appropriate standards. This is very difficult, if not impossible, to do in a virtual training environment.
- Often the best way to ensure both comprehension and retention is for the instructor to have students perform required skills or actions in a real world setting and observe their performance. This is typically difficult or impossible to do in a virtual setting.
- In many situations the opportunity to ask questions of the instructor, either during the training session or in a one-on-one conversation with the instructor, provides students with a greater level of comprehension. An in-person training session facilitates these kinds of learning experiences.

MMUA onsite training is done under the terms of the individual city or utility's Pandemic Preparedness Plan. If the member has an appropriate facility and protocols in place for social distancing, mask wearing, and sanitizing, MMUA will conduct in-person training in those instances in which the member's management determines that the value to be gained for the organization from an in-person training session outweighs any potential risks.

CITY COUNCIL CHECKLIST 1/22/2021

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
MNDOT 2023	8/20/2020	Council	VH	Recommendation to MNDOT by 11/23/20 -	ongoing
Broadband Exploration	4/20/2017	Meyer	CM,committee	Expansion continues	ongoing
Downtown Renovation Fund	9/22/2014	Meyer	CM,	Small Cities Development Grant - grant near completion	ongoing
Downtown Open Space	10/27/2014	Conroy	CM Parks Board	This property is part of the UMVRDC 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	Requested updated timeline from MM - 12/28/2020	2021
Climbing Wall at Pool	8/26/2019	Volk	Parks	Ordered 12/30/2020 to receive current pricing	5/31/2021
Handicap Restroom at Grand/Public	8/26/2019	Meyer	CM, Thole	Exterior complete	6/30/2021
Madison Gateway Sign	9/23/2020	Thole	Thole, VH	Met 1/14, gathering prices and finalize design for 2/8 council	6/30/2021

EXTRACT OF MINUTES OF A MEETING OF THE CITY COUNCIL CITY OF MADISON, MINNESOTA

HELD: January 25, 2021

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Madison, Lac qui Parle County, Minnesota, was duly called and held at the City Hall on January 25, 2021, at 5:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$6,550,000 General Obligation Water and Sewer Improvement Refunding Bonds, Series 2021A.

Member	introduced the following resolution and moved its adoption: ITY OF MADISON, MINNESOTA
and the following were absent:	
The following members	s were present:

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

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$6,550,000 GENERAL OBLIGATION WATER AND SEWER IMPROVEMENT REFUNDING BONDS, SERIES 2021A, AND LEVYING A TAX FOR THE PAYMENT THEREOF

- A. WHEREAS, the City Council of the City of Madison, Minnesota (the "City"), hereby determines and declares that it is necessary and expedient to provide moneys for:
 - 1. a current refunding of the City's \$6,390,000 original principal amount of Taxable General Obligation Water and Sewer Improvement Bond of 2012, dated May 29, 2012 (the "Prior 2012A Bonds"); and
 - 2. a current refunding of the City's \$793,000 original principal amount of Taxable General Obligation Water and Sewer Improvement Bond of 2012, dated May 29, 2012 (the "Prior 2012B Bonds", and together with the Prior 2012A Bonds, the "Prior Bonds"); and
- B. WHEREAS, the Prior 2012A Bonds are callable on any date, at a price of par plus accrued interest, as provided in a resolution adopted by the City Council on May 21, 2012 (the "Prior 2012A Bonds Resolution"), authorizing the issuance of the Prior 2012A Bonds; and

- C. WHEREAS, the Prior 2012B Bonds are callable on any date, at a price of par plus accrued interest, as provided in a resolution adopted by the City Council on May 21, 2012 (the "Prior 2012B Bonds Resolution", and together with the Prior 2012A Bonds Resolution", the "Prior Resolutions"), authorizing the issuance of the Prior 2012B Bonds; and
- D. WHEREAS, (i) the current refunding on February 25, 2021 (the "Call Date") of \$5,657,000 aggregate principal amount of the Prior 2012A Bonds maturing on and after January 1, 2022 (the "Refunded 2012A Bonds"); and (ii) the current refunding on the Call Date of \$700,000 aggregate principal amount of the Prior 2012B Bonds maturing on and after January 1, 2022 (the "Refunded 2012B Bonds" and together with the Refunded 2012A Bonds, the "Refunded Bonds"), is consistent with covenants made with the holders thereof, and is necessary and desirable for the extension or adjustment of the maturities in relation to the resources available for their payment and for the reduction of debt service cost to the City; and
- E. WHEREAS, the City hereby determines and declares that it is necessary and expedient to issue \$6,550,000 General Obligation Water and Sewer Improvement Refunding Bonds, Series 2021A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for a current refunding of the Refunded Bonds; and
- F. WHEREAS, the City has assessed at least 20% of the cost of the Project and the special assessments are pledged to the \$6,710,000 General Obligation Refunding Bonds, Series 2015A; and
- G. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and
- H. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Manager, or designee, at the offices of Ehlers, at 10:00 A.M. on the date hereof, pursuant to the Preliminary Official Statement, dated January 14, 2021, established for the Bonds; and
- I. WHEREAS, it is in the best interests of the City that the Bonds be issued in bookentry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Minnesota, as follows:

2. Bond Terms.

(a) <u>Original Issue Date; Denominations; Maturities</u>. The Bonds shall be dated February 11, 2021, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on January 1 in the years and amounts as follows:

<u>Year</u>	Amount	Year	Amount
2022	\$	2035	\$
2023		2036	
2024		2037	
2025		2038	
2026		2039	
2027		2040	
2028		2041	
2029		2042	
2030		2043	
2031		2044	
2032		2045	
2033		2046	
2034		2047	

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

- (b) <u>Book Entry Only System</u>. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:
 - (i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations

for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

- (ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").
- With respect to the Bonds neither the City nor the Bond Registrar shall (iii) have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.
- (iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.
- (v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 11, references to the Nominee hereunder shall refer to such new Nominee.
- (vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all

notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

- (vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.
- (viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.
- (ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.
- (c) <u>Termination of Book-Entry Only System</u>. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:
 - (i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.
 - (ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the

Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

- (iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.
- (d) <u>Letter of Representations</u>. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.
- 3. <u>Purpose; Refunding Findings</u>. The Bonds shall provide funds for a current refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined and declared that the Refunding are pursuant to Minnesota Statutes, Section 475.67, and shall result in a reduction of debt service cost to the City.
- 4. <u>Interest</u>. The Bonds shall bear interest payable semiannually on January 1 and July 1 of each year (each, an "Interest Payment Date"), commencing July 1, 2021, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Year</u>	Interest Rate	<u>Year</u>	Interest Rate
2022	%	2035	%
2023		2036	
2024		2037	
2025		2038	
2026		2039	
2027		2040	
2028		2041	
2029		2042	
2030		2043	
2031		2044	
2032		2045	
2033		2046	
2034		2047	

5. Redemption. Bonds maturing on January 1, 2031, and thereafter, shall be subject to redemption and prepayment at the option of the City on January 1, 2030, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for

redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

- 6. <u>Bond Registrar</u>. Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.
- 7. <u>Form of Bond</u>. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA STATE OF MINNESOTA LAC QUI PARLE COUNTY CITY OF MADISON

\mathbf{p}_{-}	•
IX-	Φ

GENERAL OBLIGATION WATER AND SEWER IMPROVEMENT REFUNDING BONDS, SERIES 2021A

Interest Rate	Maturity Date	Date of Original Issue	<u>CUSIP</u>
%	January 1,	February 11, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Madison, Lac qui Parle County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on January 1 and July 1 of each year (each, an "Interest Payment Date"), commencing July 1, 2021, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system

pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. The Bonds of this issue (the "Bonds") maturing on January 1, 2031, and thereafter, shall be subject to redemption and prepayment at the option of the City on January 1, 2030, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

<u>Issuance</u>; <u>Purpose</u>; <u>General Obligation</u>. This Bond is one of an issue in the total principal amount of \$6,550,000 (the "Bonds"), all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the City Charter, the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on January 25, 2021 (the "Resolution"), for the purpose of providing funds sufficient for a current refunding of certain outstanding general obligation bonds of the Issuer. This Bond is payable out of the Debt Service Account of the

Issuer's General Obligation Water and Sewer Improvement Refunding Bonds, Series 2021A Fund. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

<u>Denominations; Exchange; Resolution</u>. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

<u>Fees upon Transfer or Loss</u>. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

<u>Treatment of Registered Owners</u>. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

<u>Authentication</u>. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the City Charter, the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the Issuer outstanding on the date of

original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any city charter, constitutional, or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Madison, Lac qui Parle County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Manager, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:	Registrable by: BOND TRUST SERVICES CORPORATION
BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION	Payable at: BOND TRUST SERVICES CORPORATION
This Bond is one of the Bonds described in the Resolution mentioned within.	CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA
BOND TRUST SERVICES CORPORATION Roseville, Minnesota, Bond Registrar	/s/ Facsimile Mayor
ByAuthorized Signature	/s/ Facsimile City Manager

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants i	n common	
TEN ENT - as tenants b		
JT TEN - as joint tens	ants with right o	of survivorship and not as tenants in common
UTMA	as custodian for	r
(Cust)		(Minor)
under the		Uniform Transfers to Minors Act
	(State)	(Minor) Uniform Transfers to Minors Act
		y also be used though not in the above list.
	A	ASSIGNMENT
within Bond and does here	eby irrevocably	ed hereby sells, assigns and transfers unto the constitute and appoint attorney to transfer ation thereof, with full power of substitution in the
Dated:		
	Notice:	The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.
Signature Guaranteed:		
	ne of the major	onal bank or trust company or by a brokerage firm stock exchanges or any other "Eligible Guarantor Ad-15(a)(2).
The Bond Registrar will n transferee requested below		r of this Bond unless the information concerning the
Name and Address:		
		·

- 8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Manager and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.
- 9. <u>Authentication</u>. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of February 11, 2021. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.
- 10. <u>Registration; Transfer; Exchange</u>. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The City Manager is hereby authorized to negotiate and execute the terms of said agreement.

- 11. <u>Rights Upon Transfer or Exchange</u>. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.
- 12. <u>Interest Payment; Record Date</u>. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.
- 13. <u>Treatment of Registered Owner</u>. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.
- 14. <u>Delivery; Application of Proceeds</u>. The Bonds when so prepared and executed shall be delivered by the Deputy Clerk-Treasurer to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.
- 15. <u>Funds and Accounts</u>. There is hereby created a special fund to be designated the "General Obligation Water and Sewer Improvement Refunding Bonds, Series 2021A Fund" (the

"Fund") to be administered and maintained by the Deputy Clerk-Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon shall have been fully paid. There shall be maintained and created in the Fund a "Payment Account" and a "Debt Service Account":

- (a) Payment Account. To the Payment Account there shall be credited the proceeds of the sale of the Bonds, less any surplus Bond proceeds, if any. From the Payment Account, on or prior to the Call Date, the Deputy Clerk-Treasurer shall transfer \$_______ from the Payment Account to the United States of America, Department of Agriculture, Marshall, Minnesota, Rural Development Office, which sum is sufficient to pay the principal and interest due on the Refunded Bonds on the Call Date, including the principal of the Refunded Bonds called for redemption on that date. Any monies remaining in the Payment Account after payment of all costs of issuance and payment of the Refunded Bonds shall be transferred to the Debt Service Account.
- (b) <u>Debt Service Account</u>. There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account: (i) any surplus Bond proceeds, if any, remaining after the deposit to the Payment Account; (ii) any collections of all taxes heretofore levied for the payment of the Prior Bonds and interest thereon which are not needed to pay the Prior Bonds as a result of the Refunding; (iii) any balance remaining after the Call Date in the debt service accounts established by the Prior Resolutions; (iv) any collections of all taxes herein levied for the payment of the principal and interest on the Bonds; (v) all investment earnings on funds in the Debt Service Account; and (vi) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bonds are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

17. <u>Tax Levy; Coverage Test; Cancellation of Certain Tax Levies</u>. To provide moneys for payment of the principal and interest on the Bonds, there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Years of Tax Levy Years of Tax Collection Amounts

See attached schedule in Exhibit A

The tax levies are such that if collected in full they, together with any other revenues herein pledged for the payment of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrepealable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Upon payment of the Prior Bonds, the uncollected taxes levied in the Prior Resolutions authorizing the issuance of the Prior Bonds which are not needed to pay the Bonds as a result of the Refunding shall be canceled.

- 18. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.
- 19. <u>Prior Bonds; Security</u>. Until retirement of the Prior Bonds, all provisions theretofore made for the security thereof shall be observed by the City and all of its officers and agents.
- 20. <u>Defeasance</u>. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a

suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

- 21. <u>Prior Bonds; Security and Prepayment</u>. Until retirement of the Prior Bonds, all provisions theretofore made for the security thereof shall be observed by the City and all of its officers and agents. The City Council hereby ratifies and affirms the actions of the City Manager in notifying United States of America, Department of Agriculture, Marshall, Minnesota, Rural Development Office of the redemption of the Refunded Bonds on the Call Date as required by the Prior Resolutions.
- 22. <u>Certificate of Registration</u>. The City Manager is hereby directed to file a certified copy of this resolution with the County Auditor of Lac qui Parle County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate from the County that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.
- 23. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any re furnished, shall be deemed representations of the City as to the facts recited therein.
- 24. <u>Negative Covenant as to Use of Proceeds and Projects</u>. The City hereby covenants not to use the proceeds of the Bonds or to use the projects originally financed by the Prior Bonds, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the projects, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.
- 25. <u>Tax-Exempt Status of the Bonds; Rebate</u>. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the six month expenditure exemption from gross proceeds of the Bonds as provided in Section 1.148-7(c) of the Regulations. The Mayor and/or City Manager are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

- 27. <u>Designation of Qualified Tax-Exempt Obligations</u>. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representation:
 - (b) the Bonds are issued after August 7, 1986;
 - (c) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (d) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (e) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2021 will not exceed \$10,000,000;
- (f) not more than \$10,000,000 of obligations issued by the City during this calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code; and
 - (g) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

- 28. <u>Continuing Disclosure</u>. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:
- (b) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.
- (c) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.
- (d) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.
- (e) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these

covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Manager of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

- 26. <u>Official Statement</u>. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.
- 27. <u>Payment of Issuance Expenses</u>. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank in Chaska, Minnesota on the closing date for further distribution as directed by the City's municipal advisor, Ehlers.
- 28. <u>Supplemental Resolution</u>. The Prior Resolutions are hereby supplemented to the extent necessary to give effect to the provisions hereof.
- 29. <u>Severability</u>. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.
- 30. <u>Headings</u>. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The mo	tion for the adoption of the foregoing resolution was duly seconded by memb	er
	and, after a full discussion thereof and upon a vote being taken thereon, the	he
following voted	l in favor thereof:	

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA COUNTY OF LAC QUI PARLE CITY OF MADISON

I, the undersigned, being the duly qualified and acting Clerk of the City of Madison,
Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of
minutes with the original thereof on file in my office, and that the same is a full, true and
complete transcript of the minutes of a meeting of the City Council, duly called and held on the
date therein indicated, insofar as such minutes relate to providing for the issuance and sale of
\$6,550,000 General Obligation Water and Sewer Improvement Refunding Bonds, Series 2021A.
WITNESS my hand on January 25, 2021.

Clerk

EXHIBIT A

SCHEDULES

[To be supplied by Ehlers]

Minnesota Pay Equity Management System - Madison(21-No Submission)

Home Utilities Go To Log Out

Pay Equity Implementation Form

Information entered on this page is not submitted until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

Part A: Jurisdiction Identification

Jurisdiction: Madison Jurisdiction Type: CITY - City

404 Sixth Avenue

Madison

Contact: Name Title Phone Email

Valerie Halvorson City Manager 320-598-7373 Val.Halvorson@ci.madison.mn.us

Part B: Official Verification

 The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

Consultant's System (specify) ➤

Describe below if the job evaluation system used is: "The same as last year", "A new system", "A substantially modified system from last year", or another descriptor not listed here: (*less than 240 characters)

Point factor job evaluation system

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and

There is no difference \checkmark and female classes are not at a disadvantage.

3. An official notice has been posted at:

Madison City Hall Entrance

(prominent location) (*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved	by:
Madison City Council	

iviadison City Council

(governing body) (*less than 60 characters)

Greg Thole

(chief elected official)(*less than 60 characters)

Mayor

(title) (*less than 60 characters)

☐ Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Part C: Total Payroll

is the annual payroll for the calendar year just ended December 31.

Save Changes

Sign & Submit

Return to Test Results

We have worked to ensure this product is accessible and compliant with the standard WCAG 2.0 level AA. We have tested accessibility using the JAWS software from Freedom Scientific. We found it to work correctly for us. If you find errors in accessibility, please let us know at payequity@state.mn.us so that we can follow up. Thank you.



Compliance Report

Jurisdiction: Madison Report Year: 2021

404 Sixth Avenue Case: 1 - 2020 Data (Shared (Jur and

MMB))

Madison, MN 56256

Contact: Valerie Halvorson Phone: (320) 598-7373 E-Mail: Val.Halvorson@ci.madi

son.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	6	5	1	12
# Employees	6	5	2	13
Avg. Max Monthly Pay per employee	5321.50	4504.80		4822.69

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 125 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	3	3
b. # Below Predicted Pay	3	2
c. TOTAL	6	5
d. % Below Predicted Pay (b divided by c = d)	50.00	40.00

^{*(}Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 9 Value of T = 0.476
--

a. Avg. diff. in pay from predicted pay for male jobs = -106

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 10.00

B. Avg. # of years to max salary for female jobs = 10.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)

b. Avg. diff. in pay from predicted pay for female jobs = -344



Job Class Data Entry Verification List

Case: 2020 Data Madison LGID: 706

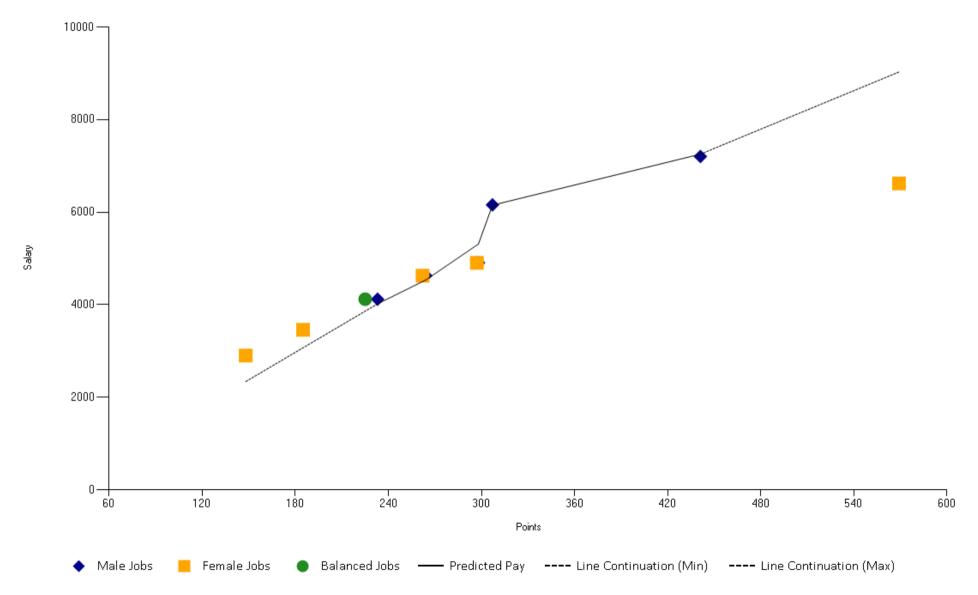
Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Liquor Store Clerk/Cashier	0	1	0	F	148	2075.00	2905.00	10.00	0.00	
2	Deputy City Clerk	0	1	0	F	185	2563.00	3460.00	10.00	0.00	
4	Water Plant Operator	1	1	0	В	225	3053.00	4121.00	10.00	0.00	
3	Heavy Equipment Operator	1	0	0	M	233	3053.00	4121.00	10.00	0.00	
9	Deputy City Clerk-Treasurer	0	1	0	F	262	3430.00	4630.00	10.00	0.00	
14	Liquor Store Manager	1	0	0	M	264	3430.00	4630.00	10.00	0.00	
11	City Clerk	0	1	0	F	297	3636.00	4908.00	10.00	0.00	
5	Street Maintenance Supervisor	1	0	0	M	297	3636.00	4908.00	10.00	0.00	
7	Water Plant Supervisor	1	0	0	M	298	3636.00	4908.00	10.00	0.00	
8	Journeyman Lineman	1	0	0	M	307	4665.00	6158.00	10.00	0.00	
12	Line Supervisor	1	0	0	M	441	5458.00	7204.00	10.00	0.00	
13	City Manager	0	1	0	F	569	5016.00	6621.00	10.00	0.00	

Job Number Count: 12



Predicted Pay Report for: Madison

Case: 2020 Data





Predicted Pay Report for: Madison

Case: 2020 Data

			200201 = 2 = 2 = 3.33									
Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference		
1	Liquor Store Clerk/Cashier	0	1	0	1	Female	148	2905.0000	2340.2879	564.7121		
2	Deputy City Clerk	0	1	0	1	Female	185	3460.0000	3071.2615	388.7385		
4	Water Plant Operator	1	1	0	2	Balanced	225	4121.0000	3861.7280	259.2720		
3	Heavy Equipment Operator	1	0	0	1	Male	233	4121.0000	4020.2373	100.7627		
9	Deputy City Clerk-Treasurer	0	1	0	1	Female	262	4630.0000	4511.9807	118.0193		
14	Liquor Store Manager	1	0	0	1	Male	264	4630.0000	4535.5639	94.4361		
11	City Clerk	0	1	0	1	Female	297	4908.0000	5290.1347	-382.1347		
5	Street Maintenance Supervisor	1	0	0	1	Male	297	4908.0000	5290.1347	-382.1347		
7	Water Plant Supervisor	1	0	0	1	Male	298	4908.0000	5315.1417	-407.1417		
8	Journeyman Lineman	1	0	0	1	Male	307	6158.0000	6151.2819	6.7181		
12	Line Supervisor	1	0	0	1	Male	441	7204.0000	7254.4347	-50.4347		
13	City Manager	0	1	0	1	Female	569	6621.0000	9029.9185	-2408.9185		

Job Number Count: 12

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made on the 25th day of January 2021, between the City of Madison, a political subdivision serving as a municipal corporation, ("City Council") and Isaiah 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 \$175 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 2021. 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:		

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

Branch Offices Benson Canby Ortonville E-mail: prairiefive@prairiefive.org Madison



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

TO: Facility Owner for the Prairie Five Meals Program

FROM: Prairie Five Community Action Council Erick Hedman, Prairie Five Meals

RE: 2021 Facility Contract

I want to thank you for your partnership with Prairie Five Meals. We are completing a chaotic year that was filled with uncertainty.

We are sending out the 2021 Facility Agreement. Unfortunately, there has been no decision made about congregate dining in 2021. We do not know if all, some, or no congregate sites will be reopened in the new year. We are waiting for direction from our funder. This puts all of us in a difficult position. We may need to amend or end the agreement when a decision is made. As of today, we will continue our current model of transporting meals in disposable containers. We are offering hot, frozen and shelf stable meals to older adults in Big Stone, Chippewa, Lac qui Parle, Swift and Yellow Medicine Counties.

I realize there is uncertainty with this. With all of this in mind, I am sending out a 2021 Facility Agreement for you to review and sign. Your support of the Prairie Five Meals Program is appreciated. If you have any questions. please call me at 320-269-6578.

Erick Hedman **Prairie Five Meals**

> Serving: Big Stone · Chippewa · Lac qui Parle · Swift · Yellow Medicine Counties EOE/AA/ADA

PRAIRIE FIVE MEALS PROGRAM MEALSITE FACILITY AGREEMENT

AGREEMENT: Between Prairie Five Meals Program and Provider of kitchen and/or dining room facilities for program operations. This agreement is made the 1st day of January 2021 by and between the Prairie Five Meals Program, having its office at the Prairie Five Community Action Council, 719 North 7th Street, Suite 302, 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 an Older Adults Meals Program 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 equipment and supplies for its own operations.
 - 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 Val Halvorson, Madison City Administrator and Erick Hedman, Prairie Five Meals Program Director, where mutual solution can be agreed on.
- 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:

TYPE SERVICE DELIVERY	SQUARE FEET
X On Site	3,088

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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 Meals 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.
- 15. This agreement shall cover the period beginning January 1, 2021 and ending December 31, 2021.

CITY OF MADISON	PRAIRIE FIVE MEALS PROGRAM
BY	Sicho
	•

MacDonald & Mack Architects Request for Bids for Madison City Hall Roof Replacement and Exterior Rehabilitation, 404 Sixth Street, Madison, MN. 56256

MacDonald & Mack Architects is seeking bids from qualified firms to provide all labor, materials, equipment, and supplies to provide a new asphalt shingle roof at the Madison City Hall, 404 Sixth Street, Madison, MN. The work consists of, but is not limited to, replacement of the asphalt shingle roof, new flashings, copings, gutters and downspouts, selective mortar repointing, sheet metal repairs and replacement and painting. All work must be done in accordance with the Drawings, Project Manual, and the Contract, as well as this Request for Bids.

Availability of Bidding Documents: Bidders desiring bidding documents may secure a complete set from the Franz Reprographics Public Plan Room, available via http://www.franzrepro.com/. Sets will be available there for electronic download free of charge. Franz Reprographics is located at 2781 Freeway Boulevard, Suite 100; Brooklyn Center, MN 55430; phone: (763) 503-3401; fax: (763) 503-3409. Documents will be available after **January 25, 2021.**

There will be no pre-bid conference although prospective bidders are requested to visit the site and view the building from the exterior. Questions can be addressed to Rita Goodrich, MacDonald & Mack Architects, at ritag@mmarchltd.com.

All proposals must be received by email to ritag@mmarchltd.com no later than **2:00 pm Tuesday**, **February 23**, **2021**. Proposals will be opened privately and evaluated based on all aspects of the proposal.

LqP County Joint EDA Meeting January 20, 2021

Meeting Recap, submitted by Jake Sieg

- 1. Attendees and Agenda were set.
 - a. County Representatives:
 - i. Commissioner Ben Bothun representing City of Dawson
 - ii. Commissioner John Maatz representing City of Madison
 - iii. County (and City) Attorney Rick Stulz
 - iv. County Administrator Jake Sieg
 - b. Dawson Representatives:
 - i. Tami Schuelke-Sampson, City Manager
 - ii. Morrie Schacherer, Dawson EDA
 - c. Madison Representatives:
 - i. Val Halvorson, City Manager
 - ii. Jim Connor, Madison EDA President
- 2. What expectations County has for use of the appropriations money.
 - a. 2021 Budgeted Appropriations = \$39,000 each to Dawson and Madison EDA's (same as prior year)
 - i. \$25,700 is 2021 fee paid to CEDA. Each city pays 50% from its appropriation (\$12,850) for 8 hours of service per week.
 - ii. Additional CEDA projects outside scope of weekly hours subject to per-hour fee.
 - iii. Remaining/unspent funds from county EDA levy can be used for appropriations, additional CEDA work, or other special projects under the direction of the city EDA's. County expectation is that these funds are committed for EDA use and not transferred for non-EDA purposes for the City.
 - b. Annual reporting to County Board
 - i. County requests an annual presentation at County Board meeting.
 - ii. Should involve city EDA representative(s) and CEDA representative(s)
 - iii. Recap of current projects, possible future plans, how funds were used, and proposed EDA levy/appropriation for upcoming year
 - iv. County requests report to occur in August/September as the EDA levy for the following year needs to be certified to County Auditor by September 30.
 - c. Role of the county's commissioners delegated to attend city EDA meetings.
 - Dawson Commissioner Bothun has been regularly attending meetings, group has been receptive to ideas/input. Ben has been recently appointed by City as a voting member of the EDA.
 - ii. Madison Commissioner Maatz has been regularly attending and participating in meetings. He is not a voting member, but John does not see this as a problem. City finds having commissioner present has been helpful, but they would like to use a current board vacancy for someone from the local business community.

- 1. County agrees and does not require placement of its representative commissioner as a voting member of the EDA.
- d. What is the appropriate process if County has a proposal for a CEDA project?
 - Ideas for projects can go straight to CEDA (with or without notifying cities);
 feasibility and scope is considered.
 - ii. If a project is going to be pursued further, then this should go through a process determined by cities before it actually goes forward.
- e. Role of Smaller Cities
 - CEDA services are also made available to cities/townships outside of Dawson/Madison.
- 3. Expectations for level of county involvement in setting direction with use of funds, and/or selection of initiatives/projects.
 - a. County Commissioners/County Staff can contact CEDA directly with ideas for projects, questions, etc., and is not required to notify City staff when this happens.
 - b. If a possible project is seen to be feasible and promising as a CEDA project...
 - i. If CEDA is going to pursue the project as part of the contracted hours, CEDA should notify City EDA.
 - ii. If the project is outside the scope of the regular CEDA hours, then the City EDA's (either individually or jointly) will decide whether to pursue (possibly funded by county's appropriation).
 - iii. County can also pursue the project with CEDA separately from City EDA's.
- 4. Overview of how the county's mechanism (countywide EDA property tax levy) works.
 - a. 2021 Property Tax Levy = \$112,835 on a county-wide tax base of \$18,745,970
 - i. City of Dawson pays about 3.66% of the levy (\$4,130)
 - ii. City of Madison pays about 2.49% of the levy (\$2,809)
 - b. The 2020 tax rate for the County EDA was 0.572%, which is the 2nd smallest levy of any taxing authority in LqP County.
 - i. County rate is about 32%
 - ii. City of Dawson rate is about 165%
 - iii. City of Madison rate is about 123%
- 5. Recap of the county's CARES business grant process, and what worked/didn't work.
 - a. County's initial preference was to provide funding to City EDA's and hire CEDA as administrator.
 - i. City of Dawson chose not to pursue business grants.
 - ii. City of Madison and CEDA were not in a good position to handle this project at that time.
 - b. County ran grant program using Paramount Planning/Blain Johnson as administrator, and the outcome was good for local businesses.
 - c. Going forward, if a similar project were to come up in the future, County understands that it can work directly with CEDA (without City EDA involvement) via process outlined in Item #4 above.
- 6. Overview of County's plans for administering a state-funded business relief program in the coming months.
 - a. Plan was approved by County Board on 1/19 and is currently "live."

- b. County/Paramount Planning are administering.
- c. Blain/Paramount will be offering a meeting with cities with additional details.

CLAIMS BY VENDOR

Page 1

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
01192021	CROATT DAN & DAWN PURCHASE AGREEMENT OPTION	211-46500-409	5,000.00	5,000.00	60755	1/19/21
	REPORT TOTAL			5,000.00		

Page

UP CK#-60750 -- 60785

				- 11	41	11 00 190	100
LINE	DUE Date	INVOICE DATE RE	EFERENCE	PAYMENT Amount	DIST (GL ACCOUNT	CK SQ
1	1/21/21	110 ARG	RCTIC GLACIER USA, INC	61.04 61.04	609	609-49750-251	1
			VENDOR TOTAL	61.04			
1	1/21/21			367.00 367.00	101	101-41320-437	1
			VENDOR TOTAL	367.00			
1	1/21/21			4,064.90 4,064.90	609	609-49750-251	1
			VENDOR TOTAL	4,064.90			
1	1/21/21			3,584.05 3,584.05	609	609-49750-251	1
			VENDOR TOTAL	3,584.05			
1	1/21/21			216.02 216.02	101	101-36232	1
			VENDOR TOTAL	216.02			
1	1/21/21			130.00 130.00	609	609-49750-251	1
			VENDOR TOTAL	130.00			
1	1/21/21			366.00 366.00	201	201-44100-320	1
			VENDOR TOTAL	366.00			
1 2 3 4 5 6 7 8 9	1/21/21	1/21/21 ADM FIR GRA AMB WT- SEW ELE LIQ ADM	MIN-INTERNET 1/21 RE-INTERNET 1/21 AND-INTERNET 1/21 B-INTERNET 1/21 -INTERNET 1/21 M-INTERNET 1/21 EC-INTERNET 1/21 J-INTERNET 1/21 MIN-INTERNET 1/21	109.95 71.95 71.95 71.95 71.95 71.95 71.95 71.95 15.00	101 101 101 201 601 602 604 609 101 101	101-41320-323 101-42200-323 101-45181-323 201-44100-323 601-49400-323 602-49450-323 604-49570-323 609-49750-323 101-41320-323	1 1 1 1 1 1 1 1
	1 1 1 1 1 1 2 3 4 5 6 7 8 9	1 1/21/21 1 1/21/21 1 1/21/21 1 1/21/21 1 1/21/21 1 1/21/21 2 3 4 5 6 6 7 8 9	LINE DATE DATE RI 10 AF 110 AF 1	LINE DATE DATE REFERENCE	NAME DATE DATE DATE REFERENCE PATMENT AMOUNT	Note	LINE Due Date D

HKMESSGE 12.08.20

City of Madison MN

OPER: CAT

HKMESSGE 12,08.20

SCHEDULED CLAIMS LIST

Page 2

OPER: CAT

INVOICE#	LINE	DUE Date	INVOICE DATE REFER	ENCE	PAYMENT Amount	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	643.60			
				VENDOR TOTAL	643.60			
MNT1098842	1 2	1/21/21	1/21/21 WT-TE	NAL COMPANY FLON TAPE EFLON TAPE INVOICE TOTAL	24.60 24.59 49.19	601 602	601-49400-215 602-49450-215	1 1
				VENDOR TOTAL	49.19			
012121	1	1/21/21	811 FRONT: 1/21/21 WT-CI	IER COMMUNICATIONS CORP RCUIT 2/21 INVOICE TOTAL	43.43 43.43	601	601-49400-321	1
				VENDOR TOTAL	43.43			
012121	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	1/21/21	1/21/21 WT PL/ SK RIN WWTP-A ADMIN- LIB-PH SEW-PH ELEC-F STR-PH LIQ-PH WT-PHC FIRE-FA PAC-PH PUB WC	-PHONE 40NE HONE RHONE HONE HONE HONE HONE HONE WE HONE WE HONE WE HONE WE HONE	45.52 167.05 46.74 142.97 89.30 17.86 17.86 35.72 17.86 35.72 69.46 34.73 17.36 17.37 791.24	601 101 602 101 101 602 604 101 609 601 101 101 101 101	601-49400-321 101-45124-321 602-49450-321 101-41320-321 101-45500-321 602-49450-321 604-49570-321 101-43100-321 601-49400-321 101-42200-321 101-45500-321 101-45180-321 604-49570-321 101-43100-321	1 1 1 1 1 1 1 1 1 1 1
1000559	1 2 3	1/21/21	1/21/21 WT-DIO SEW-DI	R STATE ONE CALL GGING CALLS IGGING CALLS IGGING CALLS INVOICE TOTAL	16.67 16.67 16.66 50.00	601 602 604	601-49400-409 602-49450-409 604-49570-409	1 1 1
				VENDOR TOTAL	50.00			
012121	1	1/21/21	3244 VAL HA 1/21/21 ADMIN-	LVORSON CELL PHONE REIMB INVOICE TOTAL	78.26 78.26	101	101-41320-325	1
				VENDOR TOTAL	78.26			
012121	1 2	1/21/21	1/21/21 LIQ-LI	N BROS-ST.PAUL QUOR EXPENSE EIGHT EXPENSE	1,803.47 42.35	609 609	609-49750-251 609-49750-258	1 1

City of Madison MN

Page 3

INVOICE#	LINE	DUE Date	INVOICE DATE	REFERENCE		PAYMENT Amount	DIST	GL ACCOUNT	CK SQ
					INVOICE TOTAL	1,845.82			
					VENDOR TOTAL	1,845.82			
A12121	4	4 /04 /04		LQP BROADCASTING	COMPANY, INC				
012121	1	1/21/21	1/21/21	LIQ-ADVERTISING	INVOICE TOTAL	144.00 144.00	609	609-49750-342	1
					VENDOR TOTAL	144.00			
012121	1	1/21/21		MADISON BOTTLING LIQ-BEER EXPENSE		5,791.50 5,791.50	609	609-49750-251	1
					VENDOR TOTAL	5,791.50			
012121	1	1/21/21		MARTIN TRUCKING LIQ-FREIGHT EXPE	LLC	50.00 50.00	609	609-49750-258	1
					VENDOR TOTAL	50.00			
2300151	1	1/21/21		MIDWEST MACHINER FIRE-CLAMPS	Y CO INVOICE TOTAL	17.20	101	101-42200-221	1
2307420	1	1/21/21	1/21/21	FIRE-DETERGENT/C		17.20 41.61 41.61	101	101-42200-221	1
					VENDOR TOTAL	58.81			
012121	1 2	1/21/21		MN VALLEY REC SEW-UTILITY EXPE SEW-UTILITY EXPE		3,457.94 260.78 3,718.72	602 602	602-49450-380 602-49450-380	1 1
					VENDOR TOTAL	3,718.72			
1069186	1	1/21/21		MVTL LABORATORIE: SEW-REGULAR TEST:		131.20 131.20	602	602-49450-409	1
1069501	1	1/21/21	1/21/21	WT-REGULAR TESTII	NG INVOICE TOTAL	23.40 23.40	601	601-49400-409	1
					VENDOR TOTAL	154.60			
21001	1	1/21/21		BLAIN JOHNSON PUB SAFETY-EMERG	PRO 1/21 INVOICE TOTAL	400.00 400.00	101	101-41940-409	1
					VENDOR TOTAL	400.00			
			2270	PLUNKETT'S INC.					

HKMESSGE 12.08.20

City of Madison MN

OPER: CAT

Page

INVOICE#	LINE	DUE Date	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
012121	1 2 3	1/21/21		PLUNKETT'S INC. CTY HALL-SPRAY 11/20 FIRE-SPRAY 11/20 AMB-SPRAY 11/20 INVOICE TOTAL	65.71 54.75 52.31 172.77	101 101 201	101-41940-401 101-42200-401 201-44100-401	1 1 1
				VENDOR TOTAL	172.77			
012121	1	1/21/21		PRAIRIE FIVE COMMUNITY AC APPROP-2020 OPERATING LOSS INVOICE TOTAL	6,534.00 6,534.00	101	101-46600-491	1
				VENDOR TOTAL	6,534.00			
012121	1	1/21/21		STONEY BROOK FIRE & SAFETY FIRE-FITTING INVOICE TOTAL	58.46 58.46	101	101-42200-221	1
012121*	1	1/21/21	1/21/21	FIRE-SPANNER WRENCH INVOICE TOTAL	167.55 167.55	101	101-42200-221	1
				VENDOR TOTAL	226.01			
012121	1	1/21/21		SWENSON NELSON & STULZ PLLC CTY ATT-LEGAL FEES 1/21 INVOICE TOTAL	2,000.00 2,000.00	101	101-41610-304	1
				VENDOR TOTAL	2,000.00			
012121	1	1/21/21		TUCKETT ISAIAH ADMIN-FOLD/STUFF ENVELOPES1/21 INVOICE TOTAL	175.00 175.00	101	101-41320-202	1
				VENDOR TOTAL	175.00			
81556	1	1/21/21		UNITED SYSTEMS & SOFTWARE, INC WT-ITRON WT PIT ENCODER INVOICE TOTAL	273.75 273.75	601	601-49440-539	1
				VENDOR TOTAL	273.75			
012121	1 2 3 4	1/21/21	1/21/21	VERIZON WIRELESS WT-CELL PHONE 1/21 SEW-CELL PHONE 1/21 AMB-CELL PHONE 1/21 ELEC-CELL PHONE 1/21 INVOICE TOTAL	24.54 24.54 40.01 66.95 156.04	601 602 201 604	601-49400-325 602-49450-325 201-44100-325 604-49570-325	1 1 1 1
				VENDOR TOTAL	156.04			
012263306	1	1/21/21		XEROX CORPORATION ADMIN-LEASE 80SS 1/21 INVOICE TOTAL	211.89 211.89	101	101-41320-404	1

HKMESSGE 12,08.20

City of Madison MN

OPER: CAT

Page

5

INVOICE#	LINE	DUE Date	INVOICE DATE	REFERENCE	PAYMENT Amount	DIST GL ACCOUNT	CK SQ
012263307	1	1/21/21	1/21/21	ADMIN-LEASE B405 1/21 INVOICE TOTAL	51.68 51.68	101 101-41320-404	1
				VENDOR TOTAL	263.57		
				BANK 1 - KLEIN/UNITED PR TOTAL	32,409.32		
				TOTAL MANUAL CHECKS TOTAL E-PAYMENTS TOTAL PURCH CARDS TOTAL ACH PAYMENTS TOTAL OPEN PAYMENTS GRAND TOTALS	.00 .00 .00 .00 32,409.32 32,409.32		