

**CITY OF MADISON**  
**AGENDA AND NOTICE OF MEETING**  
Regular Meeting of the City Council – **5:00 PM**  
**Monday February 8, 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**

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A copy of the January 25, 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.	Computer Commuter – January 2021 – receive	Page 3
B.	Pay Equity Compliance – January 2021 – receive	Page 4
C.	MEDA Loan Note Status – January 2021– receive	Page 5
D.	Senator Dahmes Newsletter – February 5, 2021 – receive	Page 6
E.	MRES Legislative Newsletter – February 1, 2021 – receive	Page 9
F.	Water Plant Report – January 2021 – receive	Page 15
G.	Council Revenue Expense Report – January 2021 – receive	Page 16
H.	Cash Investment Balance – January 2021 – receive	Page 24
I.	Investment Report – January 2021 – receive	Page 25
J.	Liquor Store Report – January 2021 – receive	Page 26
K.	Mobile 311 Report – January 2021 – receive	Page 28

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

**5. UNFINISHED AND NEW BUSINESS**

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

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B. City Engineer Report. A DISCUSSION and MOTION may be in order. (Manager, Council)

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C. LMCIT Liability Coverage Waiver Form – Ryan Young. A DISCUSSION and MOTION may be in order. (Manager, Council)

- D. Approval of Gateway Sign Digital/Electronic Components. A DISCUSSION and MOTION may be in order. (Manager, Council)
- E. Set Special meeting to review Rate Study – February 16, 2021 3:00 pm – Ehlers Financial, Todd Hagen. A DISCUSSION and MOTION may be in order. (Manager, Council)
- F. Other. A DISCUSSION and MOTION may be in order. (Manager, Council)

**7. MANAGER REPORT (Manager)**

- Well head Protection Meeting
- State Farm Award - Brighten the Lines

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**8. MAYOR/COUNCIL REPORTS (Mayor/Council)**

**9. AUDITING CLAIM**

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A copy of the Schedule Payment Report of bills submitted January 25, 2021 through February 8, 2021 is attached for approval for Check No. 60790 through Check No. 60824 and debit card purchases. A MOTION is in order.

**10. ADJOURNMENT**

**CITY OF MADISON  
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL  
REGULAR MEETING  
January 25, 2021**

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by acting Mayor Maynard Meyer on Monday, January 25, at 5:05 p.m. in Council Chambers at City Hall. Councilmembers present were: Maynard Meyer, Tim Volk, Paul Zahrbock, and Adam Conroy. Councilmembers absent were: Mayor Greg Thole. Also present were: City Manager Val Halvorson, City Attorney Rick Stulz.

**AGENDA**

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

**MINUTES**

Upon motion by Zahrbock, seconded by Conroy and carried, the January 11, 2021 regular meeting minutes were approved as presented.

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

None

**CONSENT AGENDA**

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

**CITY COUNCIL CHECKLIST**

Council reviewed the City Council Checklist.

**Gateway Sign:** Committee progress was reported by Meyer.

**\$6,395,000 GO WATER AND SEWER IMPROVEMENT REFUNDING BONDS, SERIES 2021A**

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 21-13** titled “Resolution Providing for the Issuance of \$6,395,000 General Obligation Water and Sewer Refunding Bonds, Series 2021A” was adopted. This resolution will authorize the issuance and awarding the sale of \$6,395,000 General Obligation Water and Sewer Revenue Bonds of 2012 (USDA Loans 1 and 2). A complete copy of Resolution 21-13 is contained in City Clerk’s Book #10.

**PAY EQUITY REPORT**

Upon motion by Meyer, seconded by Zahrbock and carried, Council approved the City’s Pay Equity Report as presented. The report must be submitted by January 31, 2021.

**INDEPENDENT CONTRACT**

**Utility Billing:** Upon motion by Conroy seconded by Zahrbock and carried, Council approved revising the Independent Contractor to perform folding and stuffing of utility bills to Isaiah Tuckett.

**PRAIRIE FIVE MEALSITE FACILITY AGREEMENT**

Upon motion by Conroy, seconded by Volk and carried, Council approved execution of a meal site Facility Agreement between the City of Madison and Prairie Five Senior Nutrition Program for use of the City Hall basement for calendar year 2021. At this time there is no timeline for resuming in person services.

**CITY HALL ROOF PROJECT**

Upon motion by Conroy, seconded by Volk and carried, approval to advertise for bids for the City Hall Roof Replacement and Exterior Rehabilitation.

**CLOSED SESSION**

Council went into closed session at 5:32 to discuss the purchase of real property. Closed session was completed at 5:43.

**PURCHASE AGREEMENT**

Upon motion by Conroy, seconded by Zahrbock and carried, Council approved a purchase agreement between Daniel and Dawn Croatt for 20 acres located along Hwy 75. This site has been identified as a potential location of the MN National Guard Readiness Center. The City has until April 15<sup>th</sup>, 2021 to exercise the option, at \$15,000 per deeded acre based on the final survey.

**CITY MANAGER'S REPORT**

**Joint City County EDA Meeting:** City Manager Halvorson provided an update regarding the County EDA appropriation. The meeting laid out the framework for county wide efforts as well as communicating the annual appropriation and county budget process.

**MAYOR/COUNCIL REPORTS**

**County 150<sup>th</sup> Celebration/All School Reunion:** Meyer gave a report of the EDA meeting held on Monday, January 4th, 2021. The all school reunion is scheduled for July 16-17, 2021.

**DISBURSEMENTS**

Upon motion by Volk, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between January 11, 2021 and January 25, 2021. These disbursements include United Prairie Check Nos. 60755-60785.

There being no further business, upon motion by Conroy, seconded by Volk and carried, meeting adjourned at 5:54 pm.

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Maynard Meyer – Acting Mayor

**ATTEST:**

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Val Halvorson – City Manager

## **LqP Computer Commuter**

### **February 2021 Update**

Please find the community totals for January, 2021.

\*46 people came on board the LqP Computer Commuter in January.

\*We had 1 new person visit the bus in Madison

\*Weather did not affect our visits, we traveled to each site as scheduled

\*We continue to follow safety protocols:

1. Sanitize hands entering and leaving the bus
2. Mask is mandatory, and it must be worn properly
3. Social distance of 6' is maintained. We are operating at below 50% capacity.
4. I sanitize equipment and work station used after the resident has left.

\*Please contact me if you have questions or concerns. Thank you for your continued support! [mary.quick@lqpc.com](mailto:mary.quick@lqpc.com)

### **January 2021 Attendance**

	<b>Jan 4</b>	<b>Jan 11</b>	<b>Jan 18</b>	<b>Jan 25</b>		<b>Totals</b>
<b>Bellingham</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>Boyd</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>4</b>		<b>14</b>
<b>Dawson</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>5</b>		<b>7</b>
<b>Madison</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>1</b>		<b>11</b>
<b>Marietta</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>		<b>5</b>
<b>Nassau</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>		<b>9</b>
<b>Totals</b>	<b>11</b>	<b>9</b>	<b>12</b>	<b>14</b>		<b>46</b>

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January 26, 2021

Local Government Official  
Madison  
404 Sixth Avenue

Madison, MN 56256

Dear Local Government Official:

Congratulations! I am very pleased to send you the attached notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are attached. You may find a copy of our "Guide to Understanding Pay Equity Compliance" and other resources on our Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: [pay.equity@state.mn.us](mailto:pay.equity@state.mn.us)

Again, congratulations on your achievement!

Sincerely,  
Dominique Murray  
Pay Equity Coordinator

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

January 31, 2021

**MEDA LOANS (REVOLVING LOAN FUND)**

LOAN NAME	NOTE #	FINAL MATURITY	ORIG LOAN Amount	MONTHLY PAYMENT	DAY DELINQ	AMOUNT DELINQ	BALANCE
Susana C. Wittnebel	MGD#1010	10/15/23	\$2,500.00	tax assessment			\$1,176.62
LqP Ag Society/Fair Board	-10 year no interest k	12/31/27	\$85,000.00	\$3000/year			\$21,000.00
Madison Hometown Lodge		04/01/22	\$2,500.00	\$138.89			\$2,083.33
Happy Hour		04/01/22	\$2,500.00	\$138.89			\$2,083.33
MG Entertainment LLC/Grand Theater		07/01/22	\$1,000.00	0% Int, no pay for 6-mo, 2/1/2021			\$1,000.00
Lien Lumber/Chyde Strand		08/01/27	\$31,000.00	5% Int, no pay til 8/1/22, \$15,500 forgivable			\$31,000.00
<b>TOTAL MEDA LOANS (REVOLVING LOAN FUND)</b>						<b>\$0.00</b>	<b>\$58,343.28</b>

**MEDA DWM PAY LOANS (CITY)**

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

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

**TOTAL DELINQUENCIES      \$0.00**

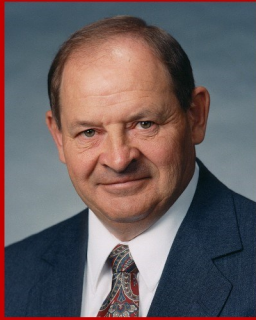
**FUND BALANCE AVAILABILITY**

		DWN PAY LOANS (CITY)	DWM PAY LOANS (STATE)	TOTALS
Fund Balance	\$156,550.12	\$0.00	\$0.00	\$156,550.12
Less Loans Outstanding	\$58,343.28	\$0.00	\$0.00	\$58,343.28
Less Other Assets		\$0.00	\$0.00	\$0.00
Funds Available	<b>\$98,206.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$98,206.84</b>

<b>TOTAL CHECKING &amp; INVESTMENTS OR FUNDS AVAILABLE FOR LENDING</b>	<b>1/31/2021</b>	<b>\$98,206.84</b>
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**FUND BALANCE INCOME**

January 2021 Int	<b>\$39.13</b>	April 2021 Int	July 2021 Int	Oct 2021 Int
February 2021 Int		May 2021 Int	Aug 2021 Int	Nov 2021 Int
March 2021 Int		June 2021 Int	Sept 2021 Int	Dec 2021 Int
<b>2021 YTD Interest</b>				<b>\$39.13</b>



# STATE SENATOR GARY DAHMS



Proudly Serving the Residents of District 16  
E-Newsletter

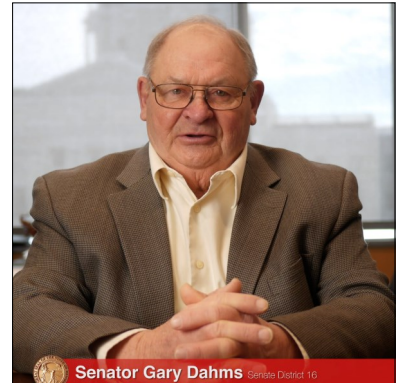
February 5, 2021

## SENATOR DAHMS PUSHES FOR SAFELY REOPENING BUSINESSES

Senator Gary Dahms (R – Redwood Falls) released the following statement on [Senate File 1](#), a bill allowing businesses to open so long as they submit a safety preparedness plan. The bill is considered a top priority this session at the Minnesota Senate.

“Our business owners are innovative problem solvers who know how to balance staying open and keeping people safe,” said Senator Dahms. “Businesses are tired of the constant threat of more lockdowns.”

The legislation would allow businesses the option to fully reopen provided they develop a COVID-19 safety plan and make a good faith effort to maintain a safe and healthful workplace. Businesses could be shut down to respond to a COVID-19 outbreak, but they will be allowed to reopen once the outbreak is under control. The bill was heard in the Senate Jobs and Economic Growth Finance and Policy Committee on Wednesday.



Senate File 1



“We need to end the top-down approach of shutting businesses down and instead give our businesses the opportunity to be open,” concluded Senator Dahms.

### REMINDER:

Click [here](#) to submit your comments regarding the California Emissions Standards.

## SENATOR DAHMS AUTHORS AGRICULTURE LICENSE PLATE BILL TO FUND YOUTH AGRICULTURE PROGRAMS



On Tuesday, the Senate Transportation Committee passed [a bill](#) authored by Senator Gary Dahms creating an agriculture specialty themed license plate in Minnesota.

“I am proud to carry this bill supporting our FFA and 4-H programs,” said Senator Dahms. “Getting our young people engaged in the agriculture industry is so important. These license plates will help fund the next generation of Minnesota agriculture.”

The new agriculture license plate would be available by a \$20 annual contribution to the Minnesota Agriculture Account. The money raised would then be distributed to the Minnesota FFA Foundation and used to support Minnesota 4-H programming and activities. The license plates would become available beginning January 1, 2022.

The bill earned bipartisan support in the committee hearing. Leaders from the Minnesota FFA and Minnesota 4-H both testified in support of the bill. The bill now awaits a hearing in the Senate Finance Committee.



## SENATOR DAHMS CO-AUTHORS LEGISLATION PREVENTING MISUSE OF DISASTER ACCOUNT FUNDS



Senator Gary Dahms  
Disaster Relief Funds

Last week, Senate Republicans introduced **legislation** that would prohibit state disaster assistance funds from being used for civil unrest. The legislation was sparked by last summer's Twin Cities riots and Governor Tim Walz's announcement that he planned to nearly drain the state's disaster relief fund to rebuild the cities. Senator Gary Dahms is a co-author on the bill and today released the following statement:

"The people of Greater Minnesota do not want to bailout the City of Minneapolis," said Senator Dahms. "The disaster relief fund is to be used for natural disasters and not man-made destruction."

The disaster contingency account is an emergency fund intended to help communities clean up after unforeseen disasters like tornadoes, flooding, or severe thunderstorms. A comprehensive report on the riots found the worst of the damage could have been avoided had city and state leaders acted faster and more decisively.

"The residents of District 16 should not be financially responsible for rebuilding Minneapolis," continued Senator Dahms. "I strongly support protecting the disaster contingency account for natural disasters."



## SENATE COMMITTEE APPROVES BILL TO RESTORE LOCAL SCHOOL DISTRICT AUTHORITY REGARDING REOPENING

The State Government and Elections Finance and Policy Committee approved **Senate File 2**, a bill to protect students' right to a great education at all times. The legislation removes any governor's authority to close schools or alter school schedules via emergency powers. Decisions about opening and closing will be left in the hands of individual school districts moving forward, where local officials have firsthand knowledge of their students' needs. Governor Walz's executive orders closing schools have been among his most questioned and controversial orders of the outbreak.

There is mounting evidence, including research from the CDC, that schools **pose minimal risk in spreading the coronavirus**. There is also agreement about the impact distance learning is having on students:

- ★ The American Association of Pediatrics has said, "The AAP strongly advocates that all policy considerations for the coming school year should start with the goal of having students physically present in school. The importance of in-person learning is well-documented, and there is already evidence of the negative impacts on children because of school closures in the spring of 2020."
- ★ UNICEF has **warned of a "lost generation"** and found school closures are ineffective. A new report by UNICEF (the United Nations agency for children) warned that "the future of an entire generation is at risk," with the threat to children increasing. Studies cited in the report showed "no consistent association between school reopening status and COVID-19 infection rates."
- ★ The Sahan Journal found the pandemic **has had a "devastating" impact** on communities of color in St. Paul Public Schools.
- ★ CBS reported on a U.K. education watchdog that found kids have seriously **regressed due to Covid-19**.

The bill now awaits a hearing in the Senate E-12 Education Finance and Policy Committee.

## 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](http://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](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.

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# MRES

## Legislative Line

Community Owned  
Locally Innovative

Locally Controlled  
Not-for-Profit



## Iowa

To follow Iowa bills that pertain to MRES issues, please go to the [Iowa pages](#) on our website at [www.mrenergy.com](http://www.mrenergy.com). The MRES® 2021 [Iowa Legislative Guide](#) is also available on-line.

### Legislation

#### Utility Easements

- [HSB 149](#) and [SSB 1088](#) allow for vegetation management within electric distribution easements. We support this legislation. Each was referred to Commerce sub-committees.
- [HSB 124](#) permits fiber optic additions to electric distribution easements. The Information Technology subcommittee has the bill and we will monitor it.

Delinquency Notices – [SF 135](#) allows landlords to request receiving tenant utility delinquency notices. IAMU has registered in opposition to this bill. It is assigned to Senate Commerce.

Public Meetings – [SSB 1114](#) expands the definition of public meetings to include deliberations, recommendations, and actions related to budgetary duties. We are opposed to the bill. The State Government sub-committee hearing is this week.

### Special Election

Republican Adrian Dickey (R-Packwood) was elected to represent southwest Iowa in Senate District 41 filling the vacancy left by Mariannette Miller-Meeks, who was provisionally seated in Congress.

### Energy Conference Postponed

The IAMU has indefinitely postponed the annual municipal energy conference (formerly planned for Feb. 25-26). We anticipate IAMU will cancel the Feb. 24 legislative advocacy event “Day on the Hill” in Des Moines.

### Coronavirus Updates

The state released [vaccine data](#) and administered more than 200,000 vaccines as of January 27. This week the Governor anticipates an increase in the number of doses that will be available to administer. We are closely monitoring the [administration of vaccines](#), particularly as it relates to the prioritization of municipal employees. We anticipate Iowa utility employees will be in group 1C and while no definitive timetable is established, we anticipate it will be several weeks before this group becomes eligible. Due to the limited availability of the vaccine, the U.S. Secretary of Energy is encouraging utilities to prioritize recipients of the vaccine.

## Minnesota

To follow Minnesota bills that pertain to MRES issues, please go to the [Minnesota pages](#) on our website at [www.mrenergy.com](http://www.mrenergy.com). The MRES® 2021 [Minnesota Legislative Guide](#) is also available on-line.

### Governor Walz Budget Announcement

Last week, Minnesota Governor Walz proposed a \$52.4 billion state budget that would raise taxes on the wealthiest Minnesotans, corporations, and tobacco products, while also attempting to ease the pandemic's burden on students, lower-income families, and small business owners.

Walz's proposed budget plan would provide a tax credit to help working families and would expand the first tier income tax bracket, cutting taxes for about one million households across the state. He's also proposing a new 12-week statewide paid family leave and medical program for serious medical conditions and up to 80 hours of paid time off for health care workers who may have exhausted their leave due to multiple quarantines.

To cover these expenditures, Walz proposed creating a fifth tier income tax rate for married couples making more than \$1 million or a single earner netting \$500,000 or more. His budget would increase the corporate franchise tax rate from 9.8 percent to 11.25 percent starting in tax year 2021. He also proposed a lower estate tax exemption, additional taxes on capital gains, and a tax on repatriated foreign income. And finally, the Governor also plans to raise the tax on cigarettes, vape products, and other tobacco products.

The state is projected to have a nearly \$1.3 billion deficit in 2022 and 2023. So, this plan is already triggering a budget battle between the Governor and the GOP. In contradiction to the Governor's proposed tax increases, the GOP has announced that it would like to see all agencies cut their budgets by 5 percent. This could be setting the state up for another long budget debate/negotiation that may last into the summer.

### Session Update

House and Senate leaders released the deadlines for committee business this session:

- Friday, March 12: first committee deadline, requiring committees to act favorably on bills in their house of origin.

- Friday, March 19: second committee deadline, requiring committees to act favorably on companion bills, that met the first deadline in the other body.
- Friday, April 9: final deadline for committees to act favorably on major appropriation and finance bills.

The annual Passover break will begin on Saturday, March 27, and go through Monday, April 5, with the legislature returning to work on April 6. The legislature must complete its work by midnight May 17.

### House Climate and Energy Finance and Policy

On Tuesday, the House Climate and Energy Committee heard [HF 164](#), the Energy Conservation and Optimization Act. Supported by the utilities and by many environmental groups, this bill revises current energy efficiency laws and paves the way for beneficial electrification. The only open opposition to the bill came from the Propane Association. The committee passed the bill (10-7) and was sent to be heard on the House floor. MRES is supportive of this bill.

On Thursday, the House continued to take testimony on [HF 278](#), the 100 percent clean energy bill. This bill would increase the Renewable Energy Standard and implement a carbon-free (or clean) energy standard. MRES testified against the bill stating, among a laundry list of issues, that the bill overly favored wind, solar, and batteries, and that it capped hydro-electric power at 100 MW. After a fairly robust discussion, only a portion of the amendments was heard and the bill was laid over for additional discussion at a later date. MRES is opposed to this bill.

### Senate Energy and Utilities Finance and Policy

The Senate committee continues to do informational hearings to educate new committee members on the energy industry. On Tuesday the committee heard from leaders in the telecom and cable industries. On Thursday, the committee heard from the natural gas utilities.

## Energy Bills

Many electric energy bills continue to be introduced in the Minnesota legislature. With deadlines already approaching, it is unlikely many more will be heard—but the language from any bill could end up in an omnibus bill towards the end of the session.

- [HF 10](#) is the Clean Energy First bill. It would revise the Integrate Resource Plan process to require utilities to pick “clean” or carbon-free energy first before other resources. It is pending before House Climate and Energy; MRES is opposed to its current form.
- [HF 215/SF 181](#) would exclude load management equipment from required state inspections, so long as the device was installed or maintained by electricians of a utility, cable, or telephone company. It has been referred to Labor, Industry, Veterans and Military Affairs Finance and Policy. MRES is supportive.
- [HF 257](#) would prohibit homeowner associations from unreasonably restricting or prohibiting solar installations. It has been referred to the Climate and Energy Finance and Policy. The Senate has a similar bill, [SF 381](#), which is pending before Civil Law and Data Practices Committee. MRES is neutral.
- [SF 386/HF 254](#) would modify the critical infrastructure definitions and strengthen penalties for trespassing or damaging critical infrastructure or recruiting or educating others to do so (riot boosting). It is currently pending before Judiciary and Public Safety Finance and Policy. MRES is neutral.

## Taxes

- [SF 216](#) would exempt taxes on construction materials purchased by contractors that are used in public facilities such as schools, healthcare, libraries, and local government. The bill has been referred to Taxes. MRES is neutral at this point.

## COVID19 Vaccination Update

The pilot program that supplies nine clinic locations with approximately 8,000 doses has been swamped

with over 200,000 requests during its first week. DHS has now shifted to a [vaccine lottery](#). Qualified Minnesotans seeking the vaccination through the pilot program must register for consideration at the vaccine [lottery site](#). Lottery winners will be notified as to the time and place to receive their vaccination. Additional information can be found at the Minnesota Department of Health [Vaccine Data Dashboard](#) or by calling 612-426-7230 or toll-free, 1-833-431-2053.

## MMUA 2021 Legislative Conference

MMUA’s 2021 Legislative Conference will be held in an abbreviated format from 9 a.m. to noon on Wednesday, February 10. There will be no registration fee this year, but participants are requested to register at the [MMUA website](#) to receive a Zoom link. MMUA is working on setting up a few “regional” Zoom meetings between small groups of legislators and the municipal utilities in their districts.

## Xcel Fined Over Solar Interconnections

On January 21, Minnesota utility regulators slapped Xcel Energy with a rare \$1 million fine over delays in connecting customer-owned solar projects to the electricity grid. Almost all of the roughly 120 complaints were filed by St. Paul-based All Energy Solar in 2019. The Minnesota Public Utilities Commission (PUC) unanimously agreed that Xcel had shortcomings, but split on whether to immediately hit Xcel with a \$1 million fine. Three commissioners favored an immediate imposition of the \$1 million penalty; two other commissioners voted to wait to see if Xcel improves interconnection processes before imposing the fine.

## North Dakota

To follow North Dakota bills that pertain to MRES issues, please go to the [North Dakota pages](#) on our website at [www.mrenergy.com](#). The MRES® 2021 [North Dakota Legislative Guide](#) is also available on-line.

### Energy:

Several energy bills are pending. It is not surprising that many of them are aimed at keeping certain resources (coal) on-line in the state of North Dakota.

- [SB 2091](#) clarifies that owners of Electric Vehicle (EV) charging stations are not utilities—provided that they purchase all of their electric needs from the incumbent utility in the service territory. Supported by the Public Service Commission and the utilities, it has passed the Senate (45-0). MRES is supportive.
- [SB 2237](#), [SB 2238](#), and [SB 2239](#) are all bills that would require the state to implement federal environmental laws in such a way as to minimize economic impacts, maximize electric system reliability, and keep generation facilities operational for their anticipated lifecycle. All three are pending before the Energy and Natural Resources Committee. MRES is supportive
- [HB 1452](#) requires that the state establish a clean sustainable energy authority and set up a clean, sustainable energy fund. It is pending before House Energy and Natural Resources; MRES remains neutral.
- [HB 1455](#) requires public notice and meetings, rate impact calculations, community impact analysis, and a reclamation plan before the closure or retirement of a generation unit of more than 50 MW (more than 500 kW for a wind facility). It is set for a hearing next week. MRES is neutral.
- [SB 2295](#): This bill would establish a required net metering program; it is pending before Senate Industry, Business, and Labor. It is not expected to pass.

### COVID Liability:

There are several bills aimed at relieving businesses from litigation liability for exposure to COVID-19. All are pretty similar and only differ in the burdens of proof required or the actions (or failure of actions) taken that would result in liability for a business. MRES is not taking an active position on these bills but is following them to report the outcome to members so they are aware of liability

aspects in their community. MRES is remaining neutral.

- [HB 1175](#) relieves businesses from litigation liability for exposure to COVID-19 unless it is shown that the business acted intentionally or with malice leading to the COVID exposure. It is still pending in Industry, Business, and Labor committee.
- [HB 1271](#) relieves employers of COVID-19-related liability, provided the employer substantially complied with state protocols. The committee has sent this bill to the floor with a do not pass recommendation.
- [HB 1376](#) relieves employers from COVID-19 exposure liability unless the employer acted with willful misconduct or intentionally inflicted harm. It is still pending in Industry, Business, and Labor committee.

### Campaign Reform

After the issues arising out of House District 8, there are several bills regarding the authority to fill vacated seats...and the Governor's ability to endorse a candidate. MRES is not taking a position and is following these bills so that members are aware of any law changes in these areas. All are pending committee action.

- [HB 1182](#) clarifies that local parties will fill the vacancy of a candidate.
- [HB 1256](#) prohibits political subdivisions from soliciting or accepting donations for election operations and prohibits the governor from endorsing a candidate.
- [HB 1490](#) prohibits the governor from endorsing or financing candidates for office.

### Open Meetings and Public Records

- [HB 1314](#) requires disclosure and notice for all entities experiencing certain cybersecurity breaches. It is pending before House Industry, Business, and Labor. It is set for a hearing on Monday, February 1. MRES has concerns about this bill.
- [HB 1349](#) makes several changes to open meetings/public records, including requiring meetings by electronic means to include access

information in the meeting notice, exempting active litigation information/recordings from public records, and clarifying that attending conferences in which no business is discussed is not a meeting. MRES is supportive of this bill. It is pending before the North Dakota House Political Subdivisions.

### Upcoming Legislative Deadlines

The next major deadline is Crossover Day (February 26), which is the date that all bills must be out of committees and voted on the floor of their house of origin.

## South Dakota

To follow South Dakota bills that pertain to MRES issues, please go to the [South Dakota](#) pages on our website at [www.mrenergy.com](http://www.mrenergy.com). The MRES® 2021 South Dakota Legislative Guide is not yet available; pending pictures of the newest legislators.

### Session Update

Last week, the legislature was largely focused on [HB 1076](#), a bill to prohibit the changing of the sex status on birth certificates. It was defeated in the House committee but was “smoked out” and brought to the House floor. After much debate, it was passed by a vote of 39-31.

Also, it should be noted that there were several bills introduced last week with titles such as “to accommodate public safety” or “to enhance South Dakota”. These are placeholder bills. It has become common practice to introduce such bills as a vehicle to later place

### Energy

Energy is quiet this year, with more focus on marijuana laws, social issues, and voting. There have been no significant bill introductions so far impacting energy issues. MRES is following [HB 1066](#), which would limit a school district’s ability to transfer revenue from wind generation taxes from the general fund for the school district into another

fund. It is pending before the House Education Committee. MRES is remaining neutral on this legislation.

### COVID Liability

[HB 1046](#) would relieve businesses or others from liability for exposure to COVID-19 unless the exposure was intentional. MRES is remaining neutral on this legislation. It has passed the House on a 60 to 10 vote.

On a related note, [SB 137](#) was introduced last week. It would require that whenever a governmental entity enacts an ordinance or resolution that results in the temporary closure of a business, that governmental entity must reimburse the business for its losses. It is pending before Senate Local Government.

### Open Meeting/Public Records

In addition to a plethora of marijuana legislation, this seems to be the year for a lot of open meeting/public record legislation. Some key legislation includes:

- [HB 1050](#) increases publication fees and guarantees yearly fee increases. It passed out of committee and is pending on the House floor. MRES is opposing this bill. **Members are encouraged to reach out to House legislators to oppose this bill.**
- [HB 1089](#) was introduced by Rep. Howard (R-Rapid City) and seeks to require the disclosure of the costs for security and protection of Governor Noem during her recent national activities. It is pending before House Judiciary. MRES is concerned with the bill as it may require disclosure of other security costs (cybersecurity, etc.)
- [HB 1117](#) would make permanent the Governor’s Executive Order to allow meetings without a physical presence if the entire governing body is participating remotely. Notice provisions would apply as usual, and the requirements to let the public know how to participate remain in place. It also requires documents to be distributed at the meeting to be

posted on the website along with notices.

- Supported by the South Dakota Municipal League, [HB 1120](#), is the alternative to the newspaper's HB 1050. It would have the State set up a website for political subdivisions to post meeting agendas and final meeting minutes, and a link to any audio or video stream or archive if you have one.
- [HB 1128](#), requires the posting of meetings along with documents to be distributed. It is very convoluted in its language and seems to require that amendments to an agenda must also be posted. It is pending before
- [HB 1129](#) would require all live-streamed meetings to be recorded in full and then must be archived for review at a later date. It creates a burden of digitally recording meetings; editing around closed sessions, and then creating an accessible archive—no word on how long the recording would have to be kept. **MRES is opposed to this bill.**

#### Other

On January 19, Governor Kristi Noem signed Executive Order 2021-03 to merge the Department of Agriculture and the Department of Environment and Natural Resources, forming a new Department of Agriculture and Natural Resources (DANR). According to Governor Noem, the merger will benefit South Dakota's agriculture producers and save taxpayers money by streamlining the state's regulatory bodies, eliminating redundancies, and creating a better customer service experience for all.

#### Upcoming Legislative Deadlines

The first major deadline will be the bill introduction deadline of February 4. After that day, bills must be out of the house of origin by February 25, and all work must be finished by March 11.

#### Coronavirus Protocol at Capitol

Legislators and others are asked to wear masks in the South Dakota Capitol (unless speaking on the floor or testifying). Committee testimony will be accommodated in-person provided appropriate protocols are observed and will be allowed

remotely. All persons entering the Capitol are asked to self-screen (temperature, symptoms) and to adhere to mask and distancing protocols. These protocols are subject to change based on circumstances.

#### Save the Date

MRES is still planning to host the annual Power Lunch at the Capitol, in the Speaker's and President's Lobbies on Wednesday, February 3, from 11:30 a.m. to 1 p.m. We know that with members having travel restrictions, very few may be able to attend, but please encourage your lawmakers to attend.

#### SDMEA Event Planned

The South Dakota Municipal Electric Association (SDMEA) is planning a Legislative Lunch on Wednesday, February 17, from 10:30 a.m. to 1:00 p.m. in the House and Senate Lobbies in the state Capitol. Even if you are unable to attend, please reach out to your lawmakers and encourage their attendance! This is an important event for SDMEA.

### Wyoming

Wyoming postponed the eight-week 2021 legislative session until February or March, pending pandemic conditions.

### Federal

President Joe Biden has signed an [Executive Order](#), *On Tackling the Climate Crisis at Home and Abroad*. The Executive Order (EO) includes two major parts, with Part I addressing foreign policy and national security and Part II focused on a domestic "government-wide" approach. This is part of an overall approach of leading from the top on climate matters in the new administration. The White House has also issued a [Fact Sheet](#), detailing its approach on these issues.

# Water Plant Monthly Report

Year: 2021

		January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
Aqua Hawk	Used (gal)	27												27
	Cost	\$341.55												\$341.55
KMNO4	Used (lbs)	347												347
	Cost	\$1,405.35												\$1,405.35
Anti Scalant	Used (gal)	28												28
	Cost	\$1,263.36												\$1,263.36
Poli-phosphate	Used (gal)	44												44
	Cost	\$590.48												\$590.48
Chlorine	Used (lbs)	84												84
	Cost	\$97.44												\$97.44
Nalco 7768 Polymer	Used (gal)	2.63												2.63
	Cost	\$79.16												\$79.16
Flouride	Used (gal)	16												16
	Cost	\$92.00												\$92.00
Sodium meti-Bisulfate	Used (lbs)	7												7
	Cost	\$9.87												\$9.87
R <sub>o</sub> O <sub>u</sub> Pre-Filters	Used (case)	1												1
	Cost	\$228.40												\$228.40
RO Cleaner P 703 low Ph	Used	0												0
	Cost	\$0.00												\$0.00
Sodium Hydroxide	Used (gal)	0												0
	Cost	\$0.00												\$0.00
RO Cleaner p111 High Ph	Used (lbs)	0												0
	Cost	\$0.00												\$0.00
Caustic Soda 50% & 30%	Used (gal)	75												75
	Cost	\$607.50												\$607.50
Hydrachloric Acid 31%	Used (gal)	0												0
	Cost	\$0.00												\$0.00

Well gal Pumped	x1000	4300												4300
Hi service gal, pumped	x1000	2863												2863
Gallons to Waste	x1000	993												993
RC membrane gal pumped	x1000	3369												3369
Backwash gal pumped	x1000	543												543
w. p water meter gallons	Actual	169220												169220
Treated accounted gal	Actual	26300												26300
Soft Water gal sold	Actual	0												0
Baseball Field well gal	Actual	0												0

# REVENUE & EXPENSE REPORT

## CALENDAR 1/2021, FISCAL 1/2021

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	21,080.70	21,080.70	1,656,978.00	1,635,897.30
	TOTAL EXPENSES	51,731.61	51,731.61	1,656,978.01	1,605,246.40
	GENERAL TOTAL	30,650.91-	30,650.91-	.01-	30,650.90
	TOTAL REVENUE	6,508.01	6,508.01	129,500.00	122,991.99
	TOTAL EXPENSES	1,465.28-	1,465.28-	116,550.00	118,015.28
	AMBULANCE TOTAL	7,973.29	7,973.29	12,950.00	4,976.71
	TOTAL REVENUE	151.22	151.22	5,300.00	5,148.78
	TOTAL EXPENSES	284.43	284.43	.00	284.43-
	SCDP GRANT REVOLVING LOAN TOTA	133.21-	133.21-	5,300.00	5,433.21
	TOTAL REVENUE	577.64	577.64	7,000.00	6,422.36
	TOTAL EXPENSES	.00	.00	.00	.00
	SCDP GRANT 2017 ADMIN TOTAL	577.64	577.64	7,000.00	6,422.36
	TOTAL REVENUE	39,071.71	39,071.71	91,100.00	52,028.29
	TOTAL EXPENSES	8,218.75	8,218.75	80,150.00	71,931.25
	EDA TOTAL	30,852.96	30,852.96	10,950.00	19,902.96-
	TOTAL REVENUE	39.13	39.13	1,200.00	1,160.87
	TOTAL EXPENSES	.00	.00	.00	.00
	EDA REVOLVING LOAN FUND TOTAL	39.13	39.13	1,200.00	1,160.87
	TOTAL EXPENSES	.00	.00	.00	.00

# REVENUE & EXPENSE REPORT

## CALENDAR 1/2021, FISCAL 1/2021

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	EDA DOWNPAYMENT LOAN TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	.00	.00	21,500.00	21,500.00
	TOTAL EXPENSES	.00	.00	.00	.00
	SEWR SYSTEM REPLACEMENT TOTAL	.00	.00	21,500.00	21,500.00
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE DEBT TOTA	.00	.00	.00	.00
	TOTAL REVENUE	1,351.28	1,351.28	333,003.00	331,651.72
	TOTAL EXPENSES	334,463.75	334,463.75	335,064.00	600.25
	INFRA. REPLACE. DEBT SERV TOTA	333,112.47-	333,112.47-	2,061.00-	331,051.47
	TOTAL REVENUE	4,935.84	4,935.84	338,470.00	333,534.16
	TOTAL EXPENSES	.00	.00	336,465.00	336,465.00
	2015 GO REFUNDING DS TOTAL	4,935.84	4,935.84	2,005.00	2,930.84-
	TOTAL REVENUE	.00	.00	143,712.50	143,712.50
	TOTAL EXPENSES	128,256.25	128,256.25	141,987.50	13,731.25
	2016 GO REF/WT REV DS TOTAL	128,256.25-	128,256.25-	1,725.00	129,981.25
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE PROJ TOTA	.00	.00	.00	.00
	TOTAL REVENUE	.00	.00	20,250.00	20,250.00

# REVENUE & EXPENSE REPORT

## CALENDAR 1/2021, FISCAL 1/2021

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	.00	.00	51,863.00	51,863.00
		-----	-----	-----	-----
	CULTURE & REC CAP. FUND TOTAL	.00	.00	31,613.00-	31,613.00-
		-----	-----	-----	-----
	TOTAL REVENUE	.00	.00	163,065.00	163,065.00
	TOTAL EXPENSES	.00	.00	305,000.00	305,000.00
		-----	-----	-----	-----
	BLDG & EQUIP CAP. FUND TOTAL	.00	.00	141,935.00-	141,935.00-
		-----	-----	-----	-----
	TOTAL REVENUE	.00	.00	80,550.00	80,550.00
	TOTAL EXPENSES	.00	.00	.00	.00
		-----	-----	-----	-----
	STREETS CAPITAL FUND TOTAL	.00	.00	80,550.00	80,550.00
		-----	-----	-----	-----
	TOTAL REVENUE	39,567.92	39,567.92	521,200.00	481,632.08
	TOTAL EXPENSES	40,905.90	40,905.90	706,490.26	665,584.36
		-----	-----	-----	-----
	WATER TOTAL	1,337.98-	1,337.98-	185,290.26-	183,952.28-
		-----	-----	-----	-----
	TOTAL REVENUE	35,017.58	35,017.58	449,300.00	414,282.42
	TOTAL EXPENSES	34,243.82	34,243.82	680,932.90	646,689.08
		-----	-----	-----	-----
	SEWER TOTAL	773.76	773.76	231,632.90-	232,406.66-
		-----	-----	-----	-----
	TOTAL REVENUE	17,980.24	17,980.24	227,630.05	209,649.81
	TOTAL EXPENSES	2,017.75	2,017.75	225,614.38	223,596.63
		-----	-----	-----	-----
	SANITATION TOTAL	15,962.49	15,962.49	2,015.67	13,946.82-
		-----	-----	-----	-----
	TOTAL REVENUE	142,876.98	142,876.98	1,473,950.00	1,331,073.02
	TOTAL EXPENSES	97,839.96	97,839.96	1,372,230.22	1,274,390.26
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# REVENUE & EXPENSE REPORT

## CALENDAR 1/2021, FISCAL 1/2021

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ELECTRIC UTILITY TOTAL	45,037.02	45,037.02	101,719.78	56,682.76
	TOTAL REVENUE	12,238.80	12,238.80	148,850.00	136,611.20
	TOTAL EXPENSES	8,751.24	8,751.24	231,760.31	223,009.07
	STORM SEWER TOTAL	3,487.56	3,487.56	82,910.31-	86,397.87-
	TOTAL REVENUE	35,632.12	35,632.12	421,000.00	385,367.88
	TOTAL EXPENSES	22,736.13	22,736.13	423,410.62	400,674.49
	LIQUOR TOTAL	12,895.99	12,895.99	2,410.62-	15,306.61-
	TOTAL REVENUE	13,960.00	13,960.00	170,020.00	156,060.00
	TOTAL EXPENSES	87,869.77	87,869.77	214,362.00	126,492.23
	EASTVIEW APARTMENTS TOTAL	73,909.77-	73,909.77-	44,342.00-	29,567.77
	TOTAL REVENUE	.00	.00	58,500.00	58,500.00
	TOTAL EXPENSES	.00	.00	51,000.00	51,000.00
	RESERVE TOTAL	.00	.00	7,500.00	7,500.00
	REVENUE & EXPENSE FUND SUMMARY	444,864.91-	444,864.91-	467,779.65-	22,914.74-

**BUDGET REPORT**  
**CALENDAR 1/2021, FISCAL 1/2021**

**PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	1,656,978.01	51,731.61	51,731.61	3.12	1,605,246.40
	AMBULANCE TOTAL	116,550.00	1,465.28-	1,465.28-	1.26-	118,015.28
	SCDP GRANT REVOLVING LOAN TOTA	.00	284.43	284.43	.00	284.43-
	SCDP GRANT 2017 ADMIN TOTAL	.00	.00	.00	.00	.00
	EDA TOTAL	80,150.00	8,218.75	8,218.75	10.25	71,931.25
	EDA REVOLVING LOAN FUND TOTAL	.00	.00	.00	.00	.00
	EDA DOWNPAYMENT LOAN TOTAL	.00	.00	.00	.00	.00
	SEWR SYSTEM REPLACEMENT TOTAL	.00	.00	.00	.00	.00
	2009 GO TEMP IMPROVE DEBT TOTA	.00	.00	.00	.00	.00
	INFRA. REPLACE. DEBT SERV TOTA	335,064.00	334,463.75	334,463.75	99.82	600.25
	2015 GO REFUNDING DS TOTAL	336,465.00	.00	.00	.00	336,465.00
	2016 GO REF/WT REV DS TOTAL	141,987.50	128,256.25	128,256.25	90.33	13,731.25
	CULTURE & REC CAP. FUND TOTAL	51,863.00	.00	.00	.00	51,863.00
	BLDG & EQUIP CAP. FUND TOTAL	305,000.00	.00	.00	.00	305,000.00
	WATER TOTAL	706,490.26	40,905.90	40,905.90	5.79	665,584.36
	SEWER TOTAL	680,932.90	34,243.82	34,243.82	5.03	646,689.08
	SANITATION TOTAL	225,614.38	2,017.75	2,017.75	.89	223,596.63

# BUDGET REPORT

## CALENDAR 1/2021, FISCAL 1/2021

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ELECTRIC UTILITY TOTAL	1,372,230.22	97,839.96	97,839.96	7.13	1,274,390.26
	STORM SEWER TOTAL	231,760.31	8,751.24	8,751.24	3.78	223,009.07
	LIQUOR TOTAL	423,410.62	22,736.13	22,736.13	5.37	400,674.49
	EASTVIEW APARTMENTS TOTAL	214,362.00	87,869.77	87,869.77	40.99	126,492.23
	RESERVE TOTAL	51,000.00	.00	.00	.00	51,000.00
	EXPENSES BY FUND SUMMARY	=====	=====	=====	=====	=====
		6,929,858.20	815,854.08	815,854.08	11.77	6,114,004.12
		=====	=====	=====	=====	=====

# REVENUE REPORT

## CALENDAR 1/2021, FISCAL 1/2021

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	1,656,978.00	21,080.70	21,080.70	1.27	1,635,897.30
	AMBULANCE TOTAL	129,500.00	6,508.01	6,508.01	5.03	122,991.99
	SCDP GRANT REVOLVING LOAN TOTA	5,300.00	151.22	151.22	2.85	5,148.78
	SCDP GRANT 2017 ADMIN TOTAL	7,000.00	577.64	577.64	8.25	6,422.36
	EDA TOTAL	91,100.00	39,071.71	39,071.71	42.89	52,028.29
	EDA REVOLVING LOAN FUND TOTAL	1,200.00	39.13	39.13	3.26	1,160.87
	SEWR SYSTEM REPLACEMENT TOTAL	21,500.00	.00	.00	.00	21,500.00
	2009 GO TEMP IMPROVE DEBT TOTA	.00	.00	.00	.00	.00
	INFRA. REPLACE. DEBT SERV TOTA	333,003.00	1,351.28	1,351.28	.41	331,651.72
	2015 GO REFUNDING DS TOTAL	338,470.00	4,935.84	4,935.84	1.46	333,534.16
	2016 GO REF/WT REV DS TOTAL	143,712.50	.00	.00	.00	143,712.50
	CULTURE & REC CAP. FUND TOTAL	20,250.00	.00	.00	.00	20,250.00
	BLDG & EQUIP CAP. FUND TOTAL	163,065.00	.00	.00	.00	163,065.00
	STREETS CAPITAL FUND TOTAL	80,550.00	.00	.00	.00	80,550.00
	WATER TOTAL	521,200.00	39,567.92	39,567.92	7.59	481,632.08
	SEWER TOTAL	449,300.00	35,017.58	35,017.58	7.79	414,282.42
	SANITATION TOTAL	227,630.05	17,980.24	17,980.24	7.90	209,649.81

# REVENUE REPORT

## CALENDAR 1/2021, FISCAL 1/2021

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	ELECTRIC UTILITY TOTAL	1,473,950.00	142,876.98	142,876.98	9.69	1,331,073.02
	STORM SEWER TOTAL	148,850.00	12,238.80	12,238.80	8.22	136,611.20
	LIQUOR TOTAL	421,000.00	35,632.12	35,632.12	8.46	385,367.88
	EASTVIEW APARTMENTS TOTAL	170,020.00	13,960.00	13,960.00	8.21	156,060.00
	RESERVE TOTAL	58,500.00	.00	.00	.00	58,500.00
	REVENUE BY FUND SUMMARY	=====	=====	=====	=====	=====
		6,462,078.55	370,989.17	370,989.17	5.74	6,091,089.38
		=====	=====	=====	=====	=====

**Cash and Investment Balances****Date: JANUARY 31, 2021**

<b>Fund</b>	<b>Acct No.</b>	<b>Cash Balance</b>		<b>Acct No.</b>	<b>Ehlers Investments Balance</b>	<b>Total by Fund</b>
General Fund	101-10100	\$778,459.15		101-10113	\$151,000.00	\$929,459.15
Ambulance Fund	201-10100	-\$46,675.79		201-10113	\$200,000.00	\$153,324.21
EDA Fund	211-10100	\$78,364.77		211-10113	\$0.00	\$78,364.77
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	-\$31,619.87		350-10113	\$0.00	-\$31,619.87
2015 GO Refunding	351-10100	\$51,851.69		351-10113	\$0.00	\$51,851.69
2016 GO Ref/Wt Rev	353-10100	-\$103,731.97		353-10113	\$0.00	-\$103,731.97
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	-\$117,349.03		601-10113	\$99,000.00	-\$18,349.03
Sewer Fund	602-10100	-\$101,400.18		602-10113	\$400,000.00	\$298,599.82
Sanitation Fund	603-10100	\$115,715.62		603-10113	\$0.00	\$115,715.62
Electric Fund	604-10100	\$741,492.80		604-10113	\$2,000,000.00	\$2,741,492.80
Storm Sewer Fund	605-10100	\$125,184.63		605-10113	\$0.00	\$125,184.63
Liquor Fund	609-10100	\$100,031.25		609-10113	\$0.00	\$100,031.25
Eastview Fund	614-10100	-\$1,043.66		614-10113	\$100,000.00	\$98,956.34
Reserve Fund	851-10100	-\$52,564.11		851-10113	\$413,245.00	\$360,680.89
		\$2,097,267.93			\$3,363,245.00	\$5,460,512.93
(GT Cash Balance)		\$0.00				
United Prairie Checking		\$374,722.37				
Old National Checking		\$22,545.56				
TD Ameritrade Sweep		\$1,700,000.00				
		\$2,097,267.93				
SCDP Rev Loan	202-10103	\$8,276.74				\$8,276.74
SCDP Grant Admin	205-10104	\$13,930.22				\$13,930.22
EDA Rev Loan Fund	212-10105	\$98,206.84				\$98,206.84
		\$2,217,681.73			\$3,363,245.00	\$0.00
<b>Grand Total Cash and Investments</b>						<b>\$5,580,926.73</b>

# City of Madison Investment Report

01/01/2021 - 01/31/2021

## Madison General Funds (169724)

Dated: 02/04/2021

### Portfolio Summary

	Portfolio
Client	City of Madison
Custodian	TD Ameritrade
Source Account	943009325
Original Units	5,159,217.14
Net Unrealized Gain/Loss	111,239.54
Market Value	5,172,033.28
Book Yield	1.91%
Duration	2.02
S&P Rating	A
Moody's Rating	A1

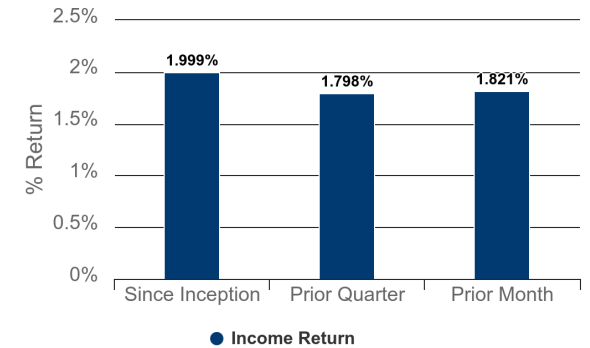
Footnote: 1

### GAAP Income Detail

	Portfolio
Account	Madison General Funds
MMF Payment Received Income	0.52
Coupon Received Income	9,535.73
Realized Gain	0.00
Other Income	0.00
Management Fees	-700.37
Total Net Income	8,835.88

Footnotes: 2,3

### Performance Summary



### Portfolio Composition

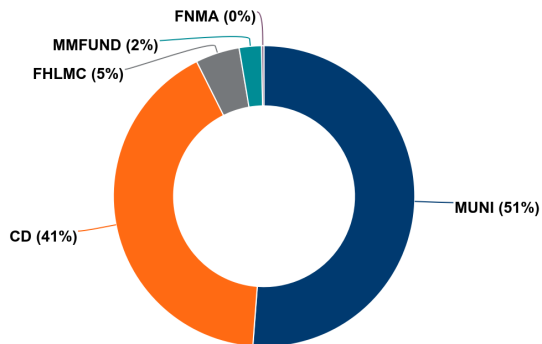
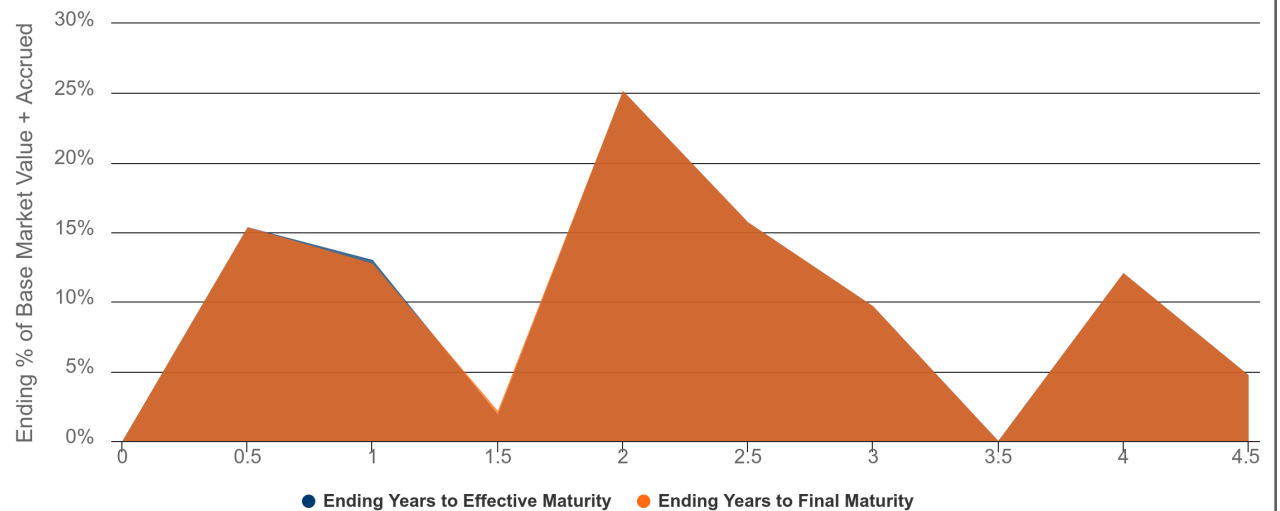


Chart calculated by: % of Market Value + Accrued

### Time To Maturity



# Memo

**To:** City Administrator & City Council  
**From:** Dale Hiepler, Liquor Store Manager  
**CC:**  
**Date:** 2/5/2021  
**Re:** January Sales

---

Sales for January were \$35,632 compared to \$29,054 last year; a \$6,578 increase.

Liquor showed a \$3,870 increase, beer a \$2,302 increase and miscellaneous a \$407 increase.

Bars opened back up on the 11<sup>th</sup> of January so we will find out in the coming weeks how this will impact sales.

**CITY OF MADISON  
MUNICIPAL LIQUOR STORE**

**LIQUOR DISPENSARY REPORT**  
Statement for the month of January 2021

<b>SALES</b>	<b>2020</b>	<b>2021</b>	<b>% of Sales</b>	<b>2020 YTD</b>	<b>2021 YTD</b>	<b>% of Sales</b>
Liquor	11302.33	15171.58	42.58%	11,302.33	15,171.58	42.58%
Beer	17114.59	19415.77	54.49%	17,114.59	19,415.77	54.49%
Mix, Ice, Etc.	637.98	1044.77	2.93%	637.98	1,044.77	2.93%
<b>TOTAL SALES</b>	<b>29054.90</b>	<b>35,632.12</b>	<b>100.00%</b>	<b>29,054.90</b>	<b>35,632.12</b>	<b>100.00%</b>
<b>COST OF SALES</b>						
Inventory at 1st of month	28976.29	31291.18	87.82%	28,976.29	31,291.18	87.82%
Purchases	20051.55	27596.62	77.45%	20,051.55	27,596.62	77.45%
Freight	163.20	190.95	0.54%	163.20	190.95	0.54%
Inventory at end of month	30305.35	35561.63	99.80%	30,305.35	35,561.63	99.80%
<b>TOTAL COST OF SALES</b>	<b>18885.69</b>	<b>23,517.12</b>	<b>66.00%</b>	<b>18,885.69</b>	<b>23,517.12</b>	<b>66.00%</b>
<b>GROSS PROFIT</b>	<b>10169.21</b>	<b>12,115.00</b>	<b>34.00%</b>	<b>10,169.21</b>	<b>12,115.00</b>	<b>34.00%</b>
<b>OPERATING EXPENSE</b>						
Labor	6348.65	4270.38	11.98%	6,348.65	4,270.38	11.98%
PERA	243.88	180.57	0.51%	243.88	180.57	0.51%
FICA	484.08	326.56	0.92%	484.08	326.56	0.92%
Mandatory Medicare	0.00	0.00	0.00%	0.00	0.00	0.00%
* Worker's Compensation	197.01	197.01	0.55%	197.01	197.01	0.55%
City Health Insurance	291.07	309.97	0.87%	291.07	309.97	0.87%
General Supplies	0.00	0.00	0.00%	0.00	0.00	0.00%
* Audit Service	83.33	83.33	0.23%	83.33	83.33	0.23%
Dues & Subscriptions	391.00	-136.00	-0.38%	391.00	-136.00	-0.38%
Licenses & Taxes	0.00	0.00	0.00%	0.00	0.00	0.00%
Telephone & Internet	113.39	107.67	0.30%	113.39	107.67	0.30%
Advertising	720.00	144.00	0.40%	720.00	144.00	0.40%
Utilities	157.21	347.49	0.98%	157.21	347.49	0.98%
* Property Insurance	146.93	146.93	0.41%	146.93	146.93	0.41%
Training	0.00	0.00	0.00%	0.00	0.00	0.00%
Building Maint.	0.00	0.00	0.00%	0.00	0.00	0.00%
Equipment Maint.	0.00	0.00	0.00%	0.00	0.00	0.00%
Contractual Services	846.15	1063.55	2.98%	846.15	1,063.55	2.98%
Travel	0.00	0.00	0.00%	0.00	0.00	0.00%
* Dram Shop Insurance	34.91	34.91	0.10%	34.91	34.91	0.10%
Miscellaneous	0.00	0.00	0.00%	0.00	0.00	0.00%
Depreciation	0.00	464.63	1.30%	0.00	464.63	1.30%
<b>TOTAL OPERATING EXPENSE</b>	<b>10057.61</b>	<b>7541.00</b>	<b>21.16%</b>	<b>10,057.61</b>	<b>7,541.00</b>	<b>21.16%</b>
<b>Operating Income</b>	<b>111.60</b>	<b>4,574.00</b>	<b>12.84%</b>	<b>111.60</b>	<b>4,574.00</b>	<b>12.84%</b>
<b>Nonoperating Revenues:</b>						
Interest Income	0		0.00%			0.00%
<b>NET INCOME</b>	<b>111.60</b>	<b>4,574.00</b>	<b>12.84%</b>	<b>111.60</b>	<b>4,574.00</b>	<b>12.84%</b>

\* Standard values per month

# JANUARY 2021 311 MONTHLY COUNCIL REPORT

Status	Address Number	Street Name	Work Type	Date Flagged	Flagged By	Modified Date	Last Modified By	Description	Comments
Complete	616	8TH ST	Streets - Other	1/29/2021 1:42:03 PM	todd.erp@ci.madison.mn.us	1/29/2021 1:42:04 PM	todd.erp@ci.madison.mn.us	Ford tandems windshield wipers would work sporadically. They were not constant and would quit all together eventually and only on low. High would not work at all.	Found out that the factory switch is discontinued and would only be able to replace with a used switch which unfortunately cost around \$150. After digging into the problem more closely, the wiring was also tampered with in the past (probably trying to fix the problem). So I decided to replace the old switch and correctly wire in a 12 volt 3 position switch from napa that was only \$7. Wipers are now working properly.
Complete	616	8TH ST	Streets - Other	1/29/2021 1:29:24 PM	todd.erp@ci.madison.mn.us	1/29/2021 1:29:25 PM	todd.erp@ci.madison.mn.us	Curb guard for plow on the curb plow truck is wearing very thin. Need to weld new wear plate on before it starts wearing into plow.	Cut steel and welded new wear plate to curb guard. Also getting a new curb guard fabricated since this one is wearing towards the end of usability.
Complete	3rd	ave.	Snow Removal	1/29/2021 1:24:08 PM	todd.erp@ci.madison.mn.us	1/29/2021 1:24:09 PM	todd.erp@ci.madison.mn.us	Bad transformer between school and basketball court. Only way to it is east of the school on 3rd ave. need to remove snow to get line dept. trucks in to replace transformer.	With the skid loader and blower, 3rd ave. east of school was cleaned off and also a path on the basketball court.
Complete		Skating Rink Warming House	Building Maintenance	1/29/2021 1:20:01 PM	todd.erp@ci.madison.mn.us	1/29/2021 1:20:02 PM	todd.erp@ci.madison.mn.us	Outdoor seating. Additional outdoor seating to be available due to restricted occupancy in the warming house.	Snow was removed at the south end of the skating area and just north of the warming house. Then added a picnic table in each area for outdoor seating.
Complete		Skating Rink Warming House	Building Maintenance	1/29/2021 1:16:43 PM	todd.erp@ci.madison.mn.us	1/29/2021 1:16:44 PM	todd.erp@ci.madison.mn.us	Skating rink to open on 1/28/21. Need to have the necessary items in place for covid. (Sanitary wipes, hand sanitizer, etc.)	Installed foaming hand sanitizer pump at entry door. Equipped warming house with sanitary wipes, and hand sanitizer pump for the counter. Proper signs were also installed on door and inside warming house.

Complete		Skating Rink Warming House	Building Maintenance	1/29/2021 1:11:00 PM	todd.erp@ci.madison.mn.us	1/29/2021 1:11:13 PM	todd.erp@ci.madison.mn.us	Cold water shut-off valve is leaking under sink in restroom.	Tightened the valve with wrench and it stopped leaking.
Complete		Skating Rink Warming House	Building Maintenance	1/29/2021 1:09:14 PM	todd.erp@ci.madison.mn.us	1/29/2021 1:09:15 PM	todd.erp@ci.madison.mn.us	Outside shelf is deteriorated and no longer usable. They used it to place a stereo on it for music.	Replaced with solid wood shelf.
Complete		Skating Rink Warming House	Building Maintenance	1/29/2021 1:05:40 PM	todd.erp@ci.madison.mn.us	1/29/2021 1:07:01 PM	todd.erp@ci.madison.mn.us	Dead bolt on the entry door is worn and doesn't always work. Need to replace.	Replaced dead bolt and removed door knob and replaced with a handle lever to make it easier to enter building.
New Request	531	8TH ST	Street Light Out - Electric	1/27/2021 1:38:43 PM	chase.mortenson@ci.madison.mn.us	1/27/2021 1:38:43 PM	chase.mortenson@ci.madison.mn.us		Fixed hockey rink lights
Complete	616	8TH ST	Snow Removal	1/25/2021 1:45:09 PM	todd.erp@ci.madison.mn.us	1/25/2021 1:45:10 PM	todd.erp@ci.madison.mn.us	Snowed on Saturday, enough to come in on Sunday.	Plowed snow throughout the town with the plows. Had bobcat remove from business sidewalks. Windrowed Main Street with motor grader and hauled away with snowblower and tandem trucks. Also had Allan Thompson drive a tandem.
New Request	416	8TH AVE	Parking (Snow)	1/24/2021 8:44:09 AM	todd.erp@ci.madison.mn.us	1/24/2021 8:49:21 AM	todd.erp@ci.madison.mn.us		
New Request	514	PLEASANT DR	Parking (Snow)	1/24/2021 7:45:15 AM	todd.erp@ci.madison.mn.us	1/24/2021 6:45:42 AM	todd.erp@ci.madison.mn.us		
New Request	520	PLEASANT DR	Parking (Snow)	1/24/2021 7:44:47 AM	todd.erp@ci.madison.mn.us	1/24/2021 6:45:12 AM	todd.erp@ci.madison.mn.us		
New Request	600	6TH ST	Parking (Snow)	1/24/2021 6:52:45 AM	todd.erp@ci.madison.mn.us	1/24/2021 5:53:15 AM	todd.erp@ci.madison.mn.us		
New Request	600	6TH ST	Parking (Snow)	1/24/2021 6:49:39 AM	todd.erp@ci.madison.mn.us	1/24/2021 5:50:17 AM	todd.erp@ci.madison.mn.us		
New Request	622	6TH ST	Parking (Snow)	1/24/2021 6:49:05 AM	todd.erp@ci.madison.mn.us	1/24/2021 6:49:05 AM	todd.erp@ci.madison.mn.us		
New Request	207	9TH AVE	Parking (Snow)	1/24/2021 5:43:16 AM	todd.erp@ci.madison.mn.us	1/24/2021 4:43:35 AM	todd.erp@ci.madison.mn.us		

New Request	207	9TH AVE	Parking (Snow)	1/24/2021 5:42:58 AM	alex.geerdes@ci.madison.mn.us	1/24/2021 4:43:38 AM	alex.geerdes@ci.madison.mn.us		
New Request	822	2ND ST	Parking (Snow)	1/24/2021 5:42:52 AM	todd.erp@ci.madison.mn.us	1/24/2021 4:43:07 AM	todd.erp@ci.madison.mn.us		
New Request	720	5TH AVE	Parking (Snow)	1/24/2021 5:37:57 AM	todd.erp@ci.madison.mn.us	1/24/2021 4:38:21 AM	todd.erp@ci.madison.mn.us		
New Request	1027	4TH AVE	Parking (Snow)	1/24/2021 5:05:31 AM	todd.erp@ci.madison.mn.us	1/24/2021 4:06:17 AM	todd.erp@ci.madison.mn.us		
New Request	830	4TH AVE	Parking (Snow)	1/24/2021 5:02:59 AM	todd.erp@ci.madison.mn.us	1/24/2021 4:03:36 AM	todd.erp@ci.madison.mn.us		
New Request	320	9TH ST	Parking (Snow)	1/24/2021 5:02:38 AM	todd.erp@ci.madison.mn.us	1/24/2021 4:02:56 AM	todd.erp@ci.madison.mn.us		
Complete		West 8th street.	Snow Removal	1/22/2021 2:54:27 PM	todd.erp@ci.madison.mn.us	1/22/2021 2:54:28 PM	todd.erp@ci.madison.mn.us	8th st. just west of Baptist Church, Snow drifts across road making it too much to move with curb plow. Need to remove with blower.	Removed snow with bobcat snow blower
Complete	616	8TH ST	Streets - Other	1/22/2021 2:49:40 PM	todd.erp@ci.madison.mn.us	1/22/2021 2:49:41 PM	todd.erp@ci.madison.mn.us	Spreader for salt and sand on front plow truck quit working while snow plowing. Spinner would work but auger doesn't. Need to dump sand and check for something preventing it from turning.	Found a rock stuck in the auger. Removed rock from auger now everything is in working condition again.
Complete	2355	241ST AVE	Maintenance	1/20/2021 1:45:51 PM	ryan.flaten@ci.madison.mn.us	1/20/2021 1:45:52 PM	ryan.flaten@ci.madison.mn.us	flood switch	flood switch in the basement that we were having troubles with and ordered a new one is fixed and working as it should.
Complete	9th	street	Snow Removal	1/12/2021 12:23:04 PM	todd.erp@ci.madison.mn.us	1/12/2021 12:23:05 PM	todd.erp@ci.madison.mn.us	Snow removal was away from curb due to drifting. Need to be removed so it doesn't harden and make it difficult for the rest of the snow season.	Used bobcat snowblower to remove snow up to curb.

Complete	616	8TH ST	Streets - Other	1/12/2021 12:20:09 PM	todd.erp@ci.madison.mn.us	1/12/2021 12:20:10 PM	todd.erp@ci.madison.mn.us	Rear backup lamp on for tandem was not working. need to check bulb or possibly wiring.	Bulb was burnt out and was replaced. Now working fine.
Complete		City of Madison Compost Site	Streets - Other	1/12/2021 12:16:18 PM	todd.erp@ci.madison.mn.us	1/12/2021 12:16:19 PM	todd.erp@ci.madison.mn.us	Christmas tree pick up.	As of 1/12/2021, we have collected 13 Christmas trees and hauled to city compost site.
Notice Sent	203	5TH ST E	Sidewalk Snow Removal	1/11/2021 9:22:04 AM	ryan.flaten@ci.madison.mn.us	1/15/2021 1:55:01 PM	Angie.Amland	i have attached photos of the addresses's from Betty	Sidewalk Snow removal code enforcement Sent notices 1/11/2021
Complete	9	th St. 8th Ave.	Street Sign	1/8/2021 10:03:04 AM	todd.erp@ci.madison.mn.us	1/8/2021 10:03:05 AM	todd.erp@ci.madison.mn.us	Bolts holding stop sign broke during high winds. Sign was laying in snow drift undamaged.	Installed sign with new bolts
Complete	2355	241ST AVE WWTP	Snow Removal	1/4/2021 4:15:47 PM	todd.erp@ci.madison.mn.us	1/4/2021 4:15:48 PM	todd.erp@ci.madison.mn.us	Snow has drift around north storage tank.	Removed with bobcat and snow blower.
Complete		Theater	Snow Removal	1/4/2021 4:13:26 PM	todd.erp@ci.madison.mn.us	1/4/2021 4:13:27 PM	todd.erp@ci.madison.mn.us	Had a request to clean off sidewalk by theater and new restrooms.	Had betty go over again with bobcat sweeper.
Complete		Lot 48	Snow Removal	1/4/2021 4:11:52 PM	todd.erp@ci.madison.mn.us	1/4/2021 4:11:53 PM	todd.erp@ci.madison.mn.us	After snow removal, wind blew more snow over sidewalk and also from payload snow blower. Had a request to go over again to remove snow.	Had betty clean off with bobcat sweeper.
Complete	2355	241ST AVE	Cleaning	1/4/2021 4:00:35 PM	ryan.flaten@ci.madison.mn.us	1/4/2021 4:00:36 PM	ryan.flaten@ci.madison.mn.us	cleaned the sump pump pit out	spent all day monday cleaning the sump pump pit out in the basement where we had that valve break. got alot of black sand and soot out and put the pump back in and hooked plumbing up and everything is working good. Ryan and Dean worked on it.

Initial Inspection Complete	807	4TH AVE	Code Enforcement - Other	1/4/2021 11:21:35 AM	todd.erp@ci.madison.mn.us	1/4/2021 11:25:33 AM	todd.erp@ci.madison.mn.us	Pushing snow across 4th ave to the east on to neighbors property, blocking sidewalk. Also Pushing snow from alley side of property north to on to neighbors property.	
Work in Progress	0	Hospital	Catch Basin	12/30/2020 3:44:40 PM	todd.erp@ci.madison.mn.us	1/4/2021 3:55:01 PM	todd.erp@ci.madison.mn.us	Grate for storm catch basin lifted off and broke during snow removal. It was coved by black covering from construction. Plow caught covering and lifted the grate, which was destroyed.	Covered with 3/4 plywood and cones until we can get a new grate ordered. Update 1/4/2021 - In contact with ESS Brothers to find replacement grate and possible other catch basin pieces to repair through out town.
Notice Sent	310	2ND AVE	Parking (Snow)	12/30/2020 9:22:24 AM	todd.erp@ci.madison.mn.us	1/15/2021 1:55:41 PM	Angie.Amland	Notice Sent 1/14/2021	
Notice Sent	603	9TH AVE	Parking (Snow)	12/30/2020 7:17:26 AM	todd.erp@ci.madison.mn.us	1/15/2021 1:55:51 PM	Angie.Amland	Notice Sent 1/14/2021	
Notice Sent	822	2ND ST	Parking (Snow)	12/30/2020 7:09:04 AM	todd.erp@ci.madison.mn.us	1/15/2021 1:56:01 PM	Angie.Amland	Notice Sent 1/14/2021	
Notice Sent	215	3RD AVE	Parking (Snow)	12/30/2020 6:34:58 AM	todd.erp@ci.madison.mn.us	1/15/2021 1:56:17 PM	Angie.Amland	Notice Sent 1/14/2021	
Notice Sent	311	2ND AVE	Parking (Snow)	12/30/2020 6:34:31 AM	todd.erp@ci.madison.mn.us	1/15/2021 1:56:27 PM	Angie.Amland	Notice Sent 1/14/2021	
Notice Sent	414	7TH AVE	Parking (Snow)	12/30/2020 6:16:11 AM	todd.erp@ci.madison.mn.us	1/15/2021 1:56:38 PM	Angie.Amland	Notice Sent 1/14/2021	

Notice Sent	1030	4TH AVE	Parking (Snow)	12/30/2020 5:12:18 AM	alex.geerdes@ci.madison.mn.us	1/15/2021 1:56:50 PM	Angie.Amland	Notice Sent 1/14/2021	
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# CITY COUNCIL CHECKLIST

2/5/2021

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,	Draft Commercial Investment Program - EDA - reserve fund	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	Bids due February 23, 2021. 1 site visit	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	Interior work continues, flooring to be sealed	6/30/2021
Madison Gateway Sign	9/23/2020	Thole	Thole, VH	Secured donations from MRES,Chamber. Request to council	6/30/2021



**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

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

January 29, 2021

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

RE: 2020 General Engineering  
City of Madison, Minnesota  
Project No.: W14.120286

Dear Mayor, Council and City Manager:

We requested and received two proposals to complete soil borings at the tennis courts. Both proposals are enclosed for your information. The work requested generally consisted of completing three soil borings through the pavement to a depth of 12 feet and preparing a geotechnical report with recommendations for pavement evaluation and potential reconstruction. The cost of each proposal was as follows:

- |                                       |            |
|---------------------------------------|------------|
| 1. American Engineering Testing, Inc. | \$3,038.00 |
| 2. Braun Intertec                     | \$5,700.00 |

American Engineering Testing, Inc. (AET) provided the low quote. AET is experienced with this type of work and we have worked with them on previous projects. They are qualified to complete this work. If the City wishes to proceed with evaluating the tennis court pavement, we recommend accepting the proposal from American Engineering Testing, Inc. in the amount of \$3,038.00.

Please feel free to contact me if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

**Kent Louwagie, P.E.**  
City Engineer

Enclosures

January 19, 2021

Ms. Valerie Halvorson  
City of Madison  
404 6<sup>th</sup> Avenue  
Madison, MN 56256  
[Val.Halvorson@ci.madison.mn.us](mailto:Val.Halvorson@ci.madison.mn.us)

RE: Proposal for Geotechnical Services  
Proposed Tennis and Basketball Court Improvements  
7<sup>th</sup> Street & Evergreen Avenue  
Madison, Minnesota  
AET #13-20768

Dear Ms. Halvorson:

American Engineering Testing, Inc. is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

**Purpose**

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

**Project Information**

We understand that you are planning to make improvements to the existing tennis and basketball courts located at 7<sup>th</sup> Street and Evergreen Avenue in Madison, Minnesota.

**Scope of Services**

***Field Exploration***

As requested by you, our subsurface exploration program will consist of the following:

- Perform three (3) standard penetration test borings (ASTM:D1586) to a depth of 12 feet each.
- Seal the boreholes per Minnesota Department of Health requirements.
- Dimension and document boring locations based on the existing surface features.
- Obtain surface elevations at each boring location based on provided/assumed benchmarks.

We have not had an opportunity to observe the project site; we will require access to the fenced in area for the proposed boring locations with our truck mounted equipment.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification. We will backfill the boreholes and soundings to comply with the Minnesota Department of Health Regulations.

#### Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, storm sewer, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

#### ***Laboratory Testing***

Our services will include index laboratory testing of selected soil samples to aid in judging engineering properties of the soils. The requested laboratory testing is as follows:

<u>Test</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
Moisture Content (ASTM:D2216)	6	\$15.00	\$90.00
#200 wash (ASTM:C117)	2	\$60.00	\$120.00
Atterberg Limits (ASTM:D4318)	1	\$118.00	\$118.00
Standard Proctor (ASTM:D698)	1	\$150.00	\$150.00
Sieve Analysis of Aggregate (ASTM:C136)	1	\$110.00	\$110.00
<b><u>Total Cost</u></b>			<b>\$588.00</b>

#### ***Engineering Report***

Upon completion of the drilling and laboratory work, we will prepare a geotechnical report describing the subsurface conditions encountered and presenting our foundation recommendations for the tennis and basketball courts. The report will also discuss earthwork recommendations. Our geotechnical engineering opinions and recommendations regarding the following:

- Preparation of the subgrade for pavements
- Pavement section thickness designs
- Recommendations for support of new utilities installed within the streets

- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations

### **Insurance**

For the mutual protection of you and American Engineering Testing, we maintain both general and professional liability insurance. Certificates of such insurance can be provided at your request.

### **Project Direction**

Services we perform on your project will be done under the direction of an experienced geotechnical engineer registered in the State of Minnesota.

### **Fees**

The scope of work defined in this proposal will be performed on a time and materials basis in accordance with the attached schedule of fees. For the scope of work described above, the estimated cost will be as follows:

<b><u>Task</u></b>	<b><u>Cost</u></b>
Mobilization/Demobilization	\$500.00
Clear Utilities/Soil Boring Layout	\$150.00
Soil Borings	\$800.00
Laboratory Testing	\$588.00
Report and Project Management	\$1,000.00
<b>TOTAL</b>	<b>\$3,038.00</b>

We would not exceed \$3,038.00 without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$25/foot.

In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding.

### **Minnesota Department of Health Fees**

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

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Property Owner's mailing address:

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### **Performance Schedule**

Weather permitting; we anticipate drilling operations can begin within about one (1) to two (2) weeks after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about one (1) week after completion of the field work. We are available to review special schedule needs with you.

### **Environmental Concerns**

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposed does not cover environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

### **Terms and Conditions**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

### **Acceptance**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement-Terms and Conditions." The terms contained in this attachment are incorporated herein and are an integral part of this contract for professional engineering services.

If you have any questions regarding our services, or need additional information, please do not hesitate to contact us.

Sincerely,  
**American Engineering Testing, Inc.**



Tom James  
Manager – Marshall  
Phone: 507-532-0771  
Fax: 651-659-1379  
Email: [tjames@amengtest.com](mailto:tjames@amengtest.com)

TJ/as



Bruce W. Card, PE  
Senior Engineer  
Phone: 605-332-5371  
Fax: 651-659-1379  
Email: [bcard@amengtest.com](mailto:bcard@amengtest.com)

Attachments  
Service Agreement (4 pages)

cc: Carrie Kadlec and Jay Pomeroy, AJA  
Kent Louwagie, Bolton and Menk

AET PROPOSAL No.: 13-20768		ACCEPTANCE AND AUTHORIZATION
Signature: _____	Date: _____	
Typed/Printed Name: _____		
Email Address: _____		
Company _____		

**SECTION 1 - RESPONSIBILITIES**

**1.1** - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

**AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.**

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

**1.4** – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

**1.5** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.8** - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)**

**3.1** - AET's sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

**3.2** - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

**3.3** - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

**3.4** - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

**SECTION 4 - CONTAMINATION**

**4.1** - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

**4.2** - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

**SECTION 5 - SAFETY**

**5.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**5.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

**SECTION 6 – SAMPLES**

**6.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**6.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

**SECTION 7 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 8 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

**SECTION 9 - INSURANCE**

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

**9.1 –**

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

**9.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

**9.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**9.4** - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

**9.5** - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

**9.6** - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**9.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

**SECTION 10 - DELAYS**

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

**SECTION 11 - PAYMENT, INTEREST, AND BREACH**

**11.1** - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**11.2** - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**11.3** – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

#### **SECTION 12 - CHANGE ORDERS**

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing or by electronic communication.

#### **SECTION 13 - MEDIATION**

**13.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**13.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### **SECTION 14 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### **SECTION 15 - MUTUAL INDEMNIFICATION**

**15.1** - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

**15.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**15.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional insured.

**15.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

#### **SECTION 16 - NON-SOLICITATION**

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

#### **SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

#### **SECTION 18 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

**SECTION 19 – UNIONIZATION**

AET reserves the right to negotiate an appropriate fee increase or to terminate this Agreement on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

**SECTION 20 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

**SECTION 21 - TERMINATION**

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

**SECTION 22 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

**SECTION 23 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

**SECTION 24 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



AMERCON-12

KREYNOLDS1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 HUB International Mountain States Limited 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company 25623 INSURER B: The Travelers Indemnity Company of America 25666 INSURER C: Travelers Property Casualty Company of America 25674 INSURER D: The Travelers Indemnity Company 25658 INSURER E: Continental Casualty Company 20443 INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P630539K8896PHX21	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122043G	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092043	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB9H9151012043G	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> PROF/POLL LIABILITY			ECH254066939	1/1/2021	1/1/2022	EACH CLAIM 10,000,000
E	<input checked="" type="checkbox"/> RETRO 7-2-87			ECH254066939	1/1/2021	1/1/2022	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RENEWALS: contracts@amengtest.com

## CERTIFICATE HOLDER

## CANCELLATION

Illustration Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

American Engineering Testing, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 Cleveland Ave. N.

6 City, state, and ZIP code

St. Paul, MN 55114

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 1/1/21

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

January 26, 2021

Proposal QTB132848

Val Halvorson, City Manager  
City of Madison  
404 6<sup>th</sup> Avenue  
Madison, MN 56256

Re: Proposal for a Geotechnical Evaluation  
Tennis and Basketball Court Reconstruction  
Evergreen Avenue  
Madison, Minnesota

Dear Val:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for reconstruction of the basketball and tennis courts at the referenced site.

## **Project Information**

Per the RFP provided by Bolton & Menk, Inc., and dated January 14, 2021, we understand the proposed project will include the construction of reconstructing the basketball and tennis courts on the property located at the intersection of East 8<sup>th</sup> Street and Evergreen Avenue.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected boring locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the courts.

## **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

## **Site Access**

Based on aerial photographs, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the boring locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the boring locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

### **Staking**

We will stake prospective boring locations, as selected by Bolton & Menk, Inc., and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

### **Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Penetration Test Borings**

As requested, we will drill 3 standard penetration test borings for the project, extending them to a depth of 12 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 12 feet. Prior to drilling the borings, we will core the pavement surface.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

### **Borehole Abandonment**

We will backfill our boring locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the borings.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 6 moisture content tests, 2 mechanical analyses

(through a #200 sieve only), and 1 Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

### **Engineering Analyses**

We will use data obtained from the boring and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

### **Report**

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of the pavements.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

### **Schedule**

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 2 to 3 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within about 1 week after completion of field exploration
- Final report submittal – within 2 weeks of completing the field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## **Fees**

We will furnish the services described in this proposal for a lump sum fee of **\$5,700**. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 or [sthayer@braunintertec.com](mailto:sthayer@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Steven A. Thayer, PE  
Senior Engineer



Josh Van Abel, PE  
Vice President, Principal Engineer

Attachments:  
General Conditions (1/1/18)

c: Jay Pomeroy, Bolton & Menk, Inc.  
Kent Louwagie, Bolton & Menk, Inc.

---

The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

## Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

## Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

## Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

## LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [psstech@lmc.org](mailto:psstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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LMCIT Member Name:

*Check one:*

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_



1885  
EST.  
*Welcome to*  
**MADISON**

DAKTRONICS GALAXY  
**WE NEED YOUR HELP!**  
Memorial Picnic  
Table Program  
**320-598-7373**

DAKTRONICS GALAXY  
**WE NEED YOUR HELP!**  
Memorial Picnic  
Table Program  
**320-598-7373**

## "Welcome to Madison" Gate Way Sign

3 sided angled concrete structure, 2 electronic message boards, 1 LED Welcome to Madison

<u>Component</u>	<u>Estimate</u>	<u>Actual</u>	<u>Notes</u>
Block/Concrete	6,000		Local Contractor
Electric	500		Local Contractor
2 Daktronics 56x113 Digital Sign	33,941		Quick Signs of Willmar
LED Welcome to Madison 60x112	6,129		Quick Signs of Willmar
Verizon Lifetime Contract	1,000		To program slides from multiple sites
Decorative Metal	2,000		Madison Welding
Lighting fixtures	2,000		Border States Electric
Total	<u>51,570</u>	-	
MRES Partner	(5,000)		Slide will be provided to satisfy sponsorship
Chamber Contribution	(5,000)		
Code to 604-49590-520	41,570		*Estimated installation May 2021

**City of Madison WHP Meeting - City Hall**

**Feb. 3, 2021**

**10:00 AM**

Present: Val Halvorson, Dean Broin, Terry Bovee

A brief overview of the meeting:

1. Review PCSI map and spreadsheet
2. Review draft chapters 1-4
  - Tables 4-1 and 4-2 – risk assessments
3. Next steps
  - Chapter 5 - Expected changes
  - Chapter 6 – Issues, problems, opportunities

**From:** [cgadmin@cybergrants.com](mailto:cgadmin@cybergrants.com)  
**To:** [Val Halvorson](#)  
**Subject:** Your State Farm funding request for Brighten the Lines has been approved!  
**Date:** Thursday, January 28, 2021 8:04:54 AM

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LAC QUI PARLE COUNTY SECURITY NOTICE:

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact support.

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Congratulations! Your State Farm® funding request for the Brighten the Lines has been approved for \$5,000.00.

You will receive an email within 6-8 weeks providing you with payment details including an estimated date.

State Farm is proud to support your program and to fund this great cause.

Sincerely,

Holly Anderson

Request ID: 64768979

Organization Name: City of Madison

CG/JMAIL/201250357

## SCHEDULED CLAIMS LIST

UP CK # 60790-60824

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
BANK 1 - KLEIN/UNITED PRAIRIE									
3551 AMARIL UNIFORM COMPANY									
IV209155	1	2/05/21	2/05/21	ELEC-JEANS/SHIRTS/SWEATSHIRTS	1,070.99	604		604-49570-193	1
				INVOICE TOTAL	1,070.99				
				VENDOR TOTAL	1,070.99				
75 AMERICAN WELDING & GAS									
0059897	1	2/05/21	2/05/21	CREDIT-FIRE EQUIPMENT	26.42-	101		101-42200-221	1
				INVOICE TOTAL	26.42-				
07495001	1	2/05/21	2/05/21	CTY HALL-FIRE EXTINGUISHERS	253.70	101		101-41940-404	1
				INVOICE TOTAL	253.70				
07495002	1	2/05/21	2/05/21	LIB-FIRE EXTINGUISHERS	182.75	101		101-45500-404	1
				INVOICE TOTAL	182.75				
07495003	1	2/05/21	2/05/21	PUBLIC WORKS-FIRE EXTINGUISHER	477.00	101		101-43100-404	1
				INVOICE TOTAL	477.00				
07495004	1	2/05/21	2/05/21	FIRE-FIRE EXTINGUISHERS	132.95	101		101-42200-404	1
				INVOICE TOTAL	132.95				
07495005	1	2/05/21	2/05/21	AMB-FIRE EXTINGUISHERS	26.00	201		201-44100-404	1
				INVOICE TOTAL	26.00				
07495006	1	2/05/21	2/05/21	ELEC-FIRE EXTINGUISHERS	71.95	604		604-49570-404	1
				INVOICE TOTAL	71.95				
07495007	1	2/05/21	2/05/21	PUBLIC WORKS-FIRE EXTINGUISHER	87.90	101		101-43100-404	1
				INVOICE TOTAL	87.90				
07495008	1	2/05/21	2/05/21	LIQ-FIRE EXTINGUISHERS	103.85	609		609-49750-404	1
				INVOICE TOTAL	103.85				
07495009	1	2/05/21	2/05/21	WWTP-FIRE EXTINGUISHERS	308.99	602		602-49450-404	1
				INVOICE TOTAL	308.99				
07495010	1	2/05/21	2/05/21	WT-FIRE EXTINGUISHERS	114.90	601		601-49400-404	1
				INVOICE TOTAL	114.90				
07495011	1	2/05/21	2/05/21	PR ARTS- FIRE EXTINGUISHERS	44.00	101		101-45180-404	1
				INVOICE TOTAL	44.00				
07495012	1	2/05/21	2/05/21	POOL-FIRE EXTINGUISHERS	8.00	101		101-45124-404	1
				INVOICE TOTAL	8.00				
				VENDOR TOTAL	1,785.57				
172 BELLBOY CORPORATION									
020421	1	2/04/21	2/04/21	LIQ-LIQUOR EXPENSE	6,126.68	609		609-49750-251	1
				INVOICE TOTAL	6,126.68				
				VENDOR TOTAL	6,126.68				

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
020421	1	2/04/21	2/04/21	190 BEVERAGE WHOLESALERS LIQ-LIQUOR EXPENSE	2,043.20	609	609-49750-251	1
				INVOICE TOTAL	2,043.20			
				VENDOR TOTAL	2,043.20			
0263517	1	2/05/21	2/05/21	264 BOLTON & MENK INC SANIT SEW-GENERAL	340.00	602	602-49470-409	1
	2			ZONING-MAPS	557.50	101	101-41910-409	1
				INVOICE TOTAL	897.50			
				VENDOR TOTAL	897.50			
020521A	1	2/05/21	2/05/21	510 CITY OF MADISON 9TH STR LIFT PUMP-UTIL 1/21	40.15	602	602-49460-380	1
				INVOICE TOTAL	40.15			
020521AA	1	2/05/21	2/05/21	STR LIGHTING-UTIL 1/21	2,089.48	101	101-43100-381	1
				INVOICE TOTAL	2,089.48			
020521B	1	2/05/21	2/05/21	AMB GARAGE-UTIL 1/21	134.18	201	201-44100-380	1
				INVOICE TOTAL	134.18			
020521C	1	2/05/21	2/05/21	AVE OF FLAGS-UTIL 1/21	41.01	101	101-45200-380	1
				INVOICE TOTAL	41.01			
020521CC	1	2/05/21	2/05/21	WWTP-UTIL 1/21	170.56	602	602-49450-380	1
				INVOICE TOTAL	170.56			
020521D	1	2/05/21	2/05/21	BLOCK 48-UTIL 1/21	29.66	101	101-49250-380	1
				INVOICE TOTAL	29.66			
020521DD	1	2/05/21	2/05/21	WT TOWER-UTIL 1/21	54.53	601	601-49430-380	1
				INVOICE TOTAL	54.53			
020521E	1	2/05/21	2/05/21	BLOCK 48-UTIL 1/21	10.66	101	101-49250-380	1
				INVOICE TOTAL	10.66			
020521F	1	2/05/21	2/05/21	BLOCK 48-UTIL 1/21	12.31	101	101-49250-380	1
				INVOICE TOTAL	12.31			
020521FF	1	2/05/21	2/05/21	WEST SUB FIRE-UTIL 1/21	41.66	604	604-49570-380	1
				INVOICE TOTAL	41.66			
020521G	1	2/05/21	2/05/21	CTY GARAGE-UTIL 1/21	39.71	101	101-43100-380	1
				INVOICE TOTAL	39.71			
020521H	1	2/05/21	2/05/21	CTY HALL-UTIL 1/21	938.09	101	101-41940-380	1
				INVOICE TOTAL	938.09			
020521I	1	2/05/21	2/05/21	FAIRWAY VW LIFT-UTIL 1/21	30.17	602	602-49460-380	1
				INVOICE TOTAL	30.17			
020521J	1	2/05/21	2/05/21	FIRE HALL-UTIL 1/21	607.86	101	101-42200-380	1

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
INVOICE TOTAL					607.86			
020521K	1	2/05/21	2/05/21	FIRE HYDRANTS-UTIL 1/21	269.00	101	101-42200-380	1
INVOICE TOTAL					269.00			
020521L	1	2/05/21	2/05/21	GRAND THEAT PARK-UTIL 1/21	10.66	101	101-45200-380	1
INVOICE TOTAL					10.66			
020521M	1	2/05/21	2/05/21	HWY 40 DET POND-UTIL 1/21	18.00	605	605-49600-380	1
INVOICE TOTAL					18.00			
020521N	1	2/05/21	2/05/21	HWY 40 WELLHOUSE-UTIL 1/21	18.00	601	601-49400-380	1
INVOICE TOTAL					18.00			
020521O	1	2/05/21	2/05/21	SK RINK-UTIL 1/21	392.29	101	101-45127-380	1
INVOICE TOTAL					392.29			
020521P	1	2/05/21	2/05/21	JACOBSON RESTROOM-UTIL 1/21	20.57	101	101-45200-380	1
INVOICE TOTAL					20.57			
020521Q	1	2/05/21	2/05/21	JACOBSON PARK-UTIL 1/21	134.75	101	101-45200-380	1
INVOICE TOTAL					134.75			
020521R	1	2/05/21	2/05/21	LIQ-UTIL 1/21	367.06	609	609-49750-380	1
INVOICE TOTAL					367.06			
020521S	1	2/05/21	2/05/21	MEMORIAL FIELD-UTIL 1/21	116.26	101	101-45200-380	1
INVOICE TOTAL					116.26			
020521T	1	2/05/21	2/05/21	LIB-UTIL 1/21	273.41	101	101-45500-380	1
INVOICE TOTAL					273.41			
020521U	1	2/05/21	2/05/21	MAIN STR GARBAGE-UTIL 1/21	79.79	101	101-43100-380	1
INVOICE TOTAL					79.79			
020521V	1	2/05/21	2/05/21	PR ARTS-UTIL 1/21	167.41	101	101-45180-380	1
INVOICE TOTAL					167.41			
020521W	1	2/05/21	2/05/21	PUB WORKS-UTIL 1/21	152.55	101	101-43100-380	1
	2			PUB WORKS-UTIL 1/21	152.56	604	604-49570-380	1
INVOICE TOTAL					305.11			
020521X	1	2/05/21	2/05/21	REC FIELD-UTIL 1/21	226.03	101	101-45200-380	1
INVOICE TOTAL					226.03			
020521Y	1	2/05/21	2/05/21	POOL/SHELTER-UTIL 1/21	122.52	101	101-45124-380	1
INVOICE TOTAL					122.52			
020521Z	1	2/05/21	2/05/21	TENNIS COURTS-UTIL 1/21	21.51	101	101-45200-380	1
INVOICE TOTAL					21.51			
02521BB	1	2/05/21	2/05/21	UNAPP STRM SEWE-UTIL 1/21	103.63	101	101-49250-380	1
INVOICE TOTAL					103.63			

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
02521EE	1	2/05/21	2/05/21	WT TREAT PLANT-UTIL 1/21	1,895.91	601		601-49400-380	1
				INVOICE TOTAL	1,895.91				
				VENDOR TOTAL	8,781.94				
020421	1	2/04/21	2/04/21	3381 COCA-COLA BOTTLING LIQ-POP EXPENSE	117.50	609		609-49750-251	1
				INVOICE TOTAL	117.50				
				VENDOR TOTAL	117.50				
020521	1	2/05/21	2/05/21	3129 DAHLE & OLSON REALTY EASTVIEW-REF DEP-M GOLDBEC	625.00	604		604-22000	1
	2			EASTVIEW-REF INT-M GOLDBEC	39.58	614		614-46330-445	1
				INVOICE TOTAL	664.58				
				VENDOR TOTAL	664.58				
020521	1	2/05/21	2/05/21	3467 FRONTIER COMMUNICATIONS CTY HALL-FIRE ALARM 2/21	57.23	101		101-41320-321	1
				INVOICE TOTAL	57.23				
				VENDOR TOTAL	57.23				
020521	1	2/05/21	2/05/21	3244 VAL HALVORSON MCMA-WEBINAR MILEAGE REIMB	29.12	101		101-41320-331	1
	2			MCMA-MEAL REIMB	12.40	101		101-41320-331	1
				INVOICE TOTAL	41.52				
				VENDOR TOTAL	41.52				
020421	1	2/04/21	2/04/21	1160 JOHNSON BROS-ST.PAUL LIQ-LIQUOR EXPENSE	3,188.29	609		609-49750-251	1
	2			LIQ-FREIGHT EXPENSE	86.23	609		609-49750-258	1
				INVOICE TOTAL	3,274.52				
				VENDOR TOTAL	3,274.52				
158	1	2/05/21	2/05/21	3777 LEIN LUMBER, LLC WT-2X4'S	281.94	601		601-49430-227	1
				INVOICE TOTAL	281.94				
				VENDOR TOTAL	281.94				
020521	1	2/05/21	2/05/21	1340 LQP COUNTY TREASURER AMB-1/3REI-MNTL HLTH TRANS2020	1,970.53	201		201-36232	1
				INVOICE TOTAL	1,970.53				
020521A	1	2/05/21	2/05/21	MH CRISIS VEHICLE	1,970.53	201		201-36232	1
				INVOICE TOTAL	1,970.53				
				VENDOR TOTAL	3,941.06				
				3340 MADISON AUTO PARTS					

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
276549	1	2/05/21	2/05/21	3340 MADISON AUTO PARTS STR-SHOP TOWELS	98.70	101	101-43100-209	1
	2			STR-BRAKLEEN	41.77	101	101-43100-215	1
				INVOICE TOTAL	140.47			
276890	1	2/05/21	2/05/21	WT-OIL FILTER/OIL	21.43	601	601-49400-221	1
	2			SEW-OIL FILTER/OIL	21.42	602	602-49450-221	1
				INVOICE TOTAL	42.85			
276897	1	2/05/21	2/05/21	WT-OIL	6.49	601	601-49400-221	1
	2			SEW-OIL	6.49	602	602-49450-221	1
				INVOICE TOTAL	12.98			
277065	1	2/05/21	2/05/21	STR-FORCE BLADE	17.49	101	101-43100-221	1
				INVOICE TOTAL	17.49			
				VENDOR TOTAL	213.79			
020421	1	2/04/21	2/04/21	1560 MADISON BOTTLING CO. LIQ-BEER EXPENSE	8,835.45	609	609-49750-251	1
				INVOICE TOTAL	8,835.45			
				VENDOR TOTAL	8,835.45			
020521	1	2/05/21	2/05/21	3776 MARIHART SURVEYING, P.A. EDA-MADISON ARMORY SURVEY WORK	400.00	211	211-46500-409	1
				INVOICE TOTAL	400.00			
				VENDOR TOTAL	400.00			
020521	1	2/05/21	2/05/21	1706 MEDIACOM FIRE HALL-DIGITAL ADAPTER	13.69	101	101-42200-324	1
				INVOICE TOTAL	13.69			
				VENDOR TOTAL	13.69			
ABR0252901X	1	2/05/21	2/05/21	1847 MN DEPT OF LABOR & IND. FIRE-PRESSURE VESSEL	10.00	101	101-42200-221	1
				INVOICE TOTAL	10.00			
				VENDOR TOTAL	10.00			
020521	1	2/05/21	2/05/21	1865 MN ENERGY RESOURCES AMB-NAT GAS 1/21	193.78	101	101-45124-380	1
				INVOICE TOTAL	193.78			
020521A	1	2/05/21	2/05/21	SEW-NAT GAS 1/21	368.87	602	602-49450-380	1
				INVOICE TOTAL	368.87			
020521B	1	2/05/21	2/05/21	LIB-NAT GAS 1/21	237.99	101	101-45500-380	1
				INVOICE TOTAL	237.99			
020521C	1	2/05/21	2/05/21	CTY HALL-NAT GAS 1/21	567.86	101	101-41940-380	1
				INVOICE TOTAL	567.86			

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
020521D	1	2/05/21	2/05/21	FIRE-NAT GAS 1/21	180.95	101 101-42200-380	1
				INVOICE TOTAL	180.95		
020521E	1	2/05/21	2/05/21	WT-NAT GAS 1/21	874.50	601 601-49400-380	1
				INVOICE TOTAL	874.50		
020521F	1	2/05/21	2/05/21	PR ARTS-NAT GAS 1/21	587.19	101 101-45180-380	1
				INVOICE TOTAL	587.19		
020521G	1	2/05/21	2/05/21	FIRE-NAT GAS 1/21	198.86	101 101-42200-380	1
				INVOICE TOTAL	198.86		
020521H	1	2/05/21	2/05/21	POOL-NAT GAS 1/21	43.17	101 101-45124-380	1
				INVOICE TOTAL	43.17		
020521I	1	2/05/21	2/05/21	LIQ-NAT GAS 1/21	114.10	609 609-49750-380	1
				INVOICE TOTAL	114.10		
020521J	1	2/05/21	2/05/21	STR-NAT GAS 1/21	540.81	101 101-43100-380	1
	2			ELEC-NAT GAS 1/21	540.82	604 604-49570-380	1
				INVOICE TOTAL	1,081.63		
				VENDOR TOTAL	4,448.90		
56853	1	2/05/21	2/05/21	1900 MN MUNICIPAL UTIL. ASSN. ELEC-MEMBER DUES	3,279.00	604 604-49550-433	1
				INVOICE TOTAL	3,279.00		
				VENDOR TOTAL	3,279.00		
020421	1	2/04/21	2/04/21	3258 MN PUBLIC FACILITIES AUTH SEW-GO SEW REF-BOND INT	4,645.00	602 602-49470-602	1
				INVOICE TOTAL	4,645.00		
				VENDOR TOTAL	4,645.00		
1471	1	2/04/21	2/04/21	3236 MTECH SERV & REPAIR LLC ELEC-FULL SERVICE CHK	273.02	604 604-49570-404	1
				INVOICE TOTAL	273.02		
				VENDOR TOTAL	273.02		
1070445	1	2/04/21	2/04/21	1541 MVTL LABORATORIES INC WT-REGULAR TESTING	20.20	601 601-49400-409	1
	2			SEW-REGULAR TESTING	251.40	602 602-49450-409	1
				INVOICE TOTAL	271.60		
1070585	1	2/04/21	2/04/21	WT-REGULAR TESTING	18.40	601 601-49400-409	1
				INVOICE TOTAL	18.40		
1070966	1	2/04/21	2/04/21	WT-REGULAR TESTING	19.20	601 601-49400-409	1
	2			SEW-REGULAR TESTING	131.60	602 602-49450-409	1
				INVOICE TOTAL	150.80		

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
1071996	1	2/05/21	2/05/21	SEW-REGULAR TESTING	135.60	602	602-49450-409	1
				INVOICE TOTAL	135.60			
				VENDOR TOTAL	576.40			
020521	1	2/05/21	2/05/21	2095 OLSON SANITATION INC. SANIT-TIPPING FEE 1/21	5,684.46	603	603-49500-384	1
	2			SANIT-HAULING FEE 1/21	9,834.93	603	603-49500-409	1
				INVOICE TOTAL	15,519.39			
				VENDOR TOTAL	15,519.39			
7167	1	2/05/21	2/05/21	2240 PIONEERLAND LIBRARY SYS. LIB-DVD'S	982.17	101	101-45500-592	1
				INVOICE TOTAL	982.17			
				VENDOR TOTAL	982.17			
020421	1	2/04/21	2/04/21	2270 PLUNKETT'S INC. CTY HALL-SPRAYING 1/21	65.71	101	101-41940-401	1
	2			FIRE-SPRAYING 1/21	54.75	101	101-42200-401	1
	3			AMB-SPRAYING 1/21	52.31	201	201-44100-401	1
				INVOICE TOTAL	172.77			
				VENDOR TOTAL	172.77			
02421	1	2/04/21	2/04/21	2490 NICOLE SIEDSCHLAG CTY HALL CLEAN-2/21	975.00	101	101-41940-310	1
	2			PUB WORKS CLEAN-2/21	60.00	604	604-49590-310	1
				INVOICE TOTAL	1,035.00			
				VENDOR TOTAL	1,035.00			
S012022213.001	1	2/05/21	2/05/21	1100 STUART C IRBY CO ELEC-GLOVE TESTING	60.74	604	604-49570-227	1
				INVOICE TOTAL	60.74			
				VENDOR TOTAL	60.74			
020421	1	2/04/21	2/04/21	2620 SWENSON NELSON & STULZ PLLC CTY ATT-LEGAL FEES 2/21	2,000.00	101	101-41610-304	1
				INVOICE TOTAL	2,000.00			
				VENDOR TOTAL	2,000.00			
3931	1	2/05/21	2/05/21	2670 GREG THOLE ELECTRIC, INC CTY HALL-REPLACE LIGHTS	587.75	101	101-41940-401	1
				INVOICE TOTAL	587.75			
3934	1	2/05/21	2/05/21	THEATER-MAINSTREET BATHROOM	1,798.51	604	604-49590-520	1
				INVOICE TOTAL	1,798.51			
				VENDOR TOTAL	2,386.26			

## SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
020521	1	2/05/21	2/05/21	3775 TUCKETT ISAIAH ADMIN-FOLD/STUFF ENVEL 2/21	175.00 175.00	101		101-41320-202	1
				INVOICE TOTAL	175.00				
				VENDOR TOTAL	175.00				
89187	1	2/04/21	2/04/21	2940 WESTERN GUARD LIQ-NEW YEAR'S AD	339.00 339.00	609		609-49750-342	1
				INVOICE TOTAL	339.00				
89288	1	2/05/21	2/05/21	COUNCIL-SNOW ORDINANCE	144.00	101		101-41110-351	1
				INVOICE TOTAL	144.00				
89296	1	2/05/21	2/05/21	COUNCIL-SNOWMOBILERS	128.00	101		101-41110-351	1
				INVOICE TOTAL	128.00				
89635	1	2/05/21	2/05/21	ELEC-REBATES	144.00	604		604-49590-351	1
				INVOICE TOTAL	144.00				
				VENDOR TOTAL	755.00				
020521	1	2/05/21	2/05/21	3462 LYNDON WORDEN LIB-CLEAN CHECK 1/21	775.00	101		101-45500-310	1
	2			LIB-FIRE CHECK 1/21	10.00	101		101-45500-310	1
				INVOICE TOTAL	785.00				
				VENDOR TOTAL	785.00				
				BANK 1 - KLEIN/UNITED PR TOTAL	75,650.81				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	.00				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	75,650.81				
				GRAND TOTALS	75,650.81				

### Debit Card Purchases for Council Approval

<b>Purchase Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>	<b>Acct #</b>	<b>Debit Card Holder</b>
1/15/2021	Post Master	Elec-Postage for returns	\$25.60	604-49570-193	Dave Johnson
1/13/2021	Amazon	Elec-otterbox for phone	\$33.10	604-49570-325	Todd Erp
1/25/2021	Amazon	Public Works-Time Cards	\$89.88	101-43100-209	Todd Erp
1/26/2021	Minnesota Pollution	Sew-Training Certification	\$100.00	602-49450-437	Dean Broin
2/1/2021	Postmater	ADMIN-POSTAGE TO IRS-1094b'S	\$7.85	101-41320-322	Angie Amland
2/5/2021	KirbyBuilt	Parks-Mem Bench-Goldbeck	\$933.54	101-45200-441	Cheri Tucket
2/1/2021	Pool Training Academy	Pool-Training	\$299.00	101-45124-180	Todd Erp