CITY OF MADISON

AGENDA AND NOTICE OF MEETING

Regular Meeting of the City Council – **5:00 PM**Monday June **14, 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 May 24, 2021 regular meeting and May 28, 2021 special meeting minutes are enclosed. A <u>MOTION</u> 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 <u>MOTION</u> may be in order (Public/Council)

5. CONSENT AGENDA

A.	Mobile 311 – May 2021 – receive	Page 5
В.	Senator Dahms – May 21, 2021 – receive	Page 9
C.	Ehlers Investment Report – May 2021 – receive	Page 10
D.	Cash Investment Balance – May 2021 – receive	Page 11
E.	Computer Commuter – May 2021 – receive	Page 12
F.	Liquor Store Report – May 2021 – receive	Page 13
G.	Revenue Expense Report – May 2021 – receive	Page 15
H.	Water Plant Report – May 2021 – receive	Page 19
I.	Preconstruction Meeting Agenda – June 9, 2021 – receive	Page 20
J.	Regular Drill Meeting – May 17, 2021 – receive	Page 22
K.	MEDA Loan Note Status – May 2021 – receive	Page 23
L.	Permit for Display of Fireworks – July 17, 2021 – receive	Page 24

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

6. UNFINISHED AND NEW BUSINESS

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- A. City Council Checklist. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
- B. Madison Fire Report Brian Tebben. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

C. Application for Payment No. 1 – Crack Sealing. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

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D. Approve Madison City Hall Roof Replacement and Exterior Rehab Contract. Roof Company NA, Inc. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

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- E. Resolution 21-23 Temporary Waiving the Liquor Ordinance Block Party June 30, 2021. A DISC<u>USSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
- F. Street Closure Block Party June 30, 2021. 2nd Avenue from 7th Ave to 8th Ave. A <u>DISCUSSION</u> and MOTION may be in order. (Manager, Council)

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- G. Approve City of Madison Procurement Standards Policy. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
- H. Other. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
- 7. MANAGER REPORT (Manager)
- 8. MAYOR/COUNCIL REPORTS (Mayor/Council)
- 9. AUDITING CLAIM

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A copy of the Schedule Payment Report of bills submitted May 24, 2021 through June 14, 2021 is attached for approval for Check No. 61277 through Check No. 61306 and debit card purchases. A MOTION is in order.

10. ADJOURNMENT

CITY OF MADISON OFFICIAL PROCEEDINGS

MINUTES OF THE MADISON CITY COUNCIL REGULAR MEETING MAY 24, 2021

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by Mayor Greg Thole on Monday, May 24, at 5:05 p.m. in Council Chambers at City Hall. Councilmembers present were: Mayor Greg Thole, Maynard Meyer, Tim Volk, Paul Zahrbock and Adam Conroy. Also present were: City Manager Val Halvorson, City Attorney Rick Stulz, and City Clerk Christine Enderson.

AGENDA

Upon motion by Conroy, seconded by Meyer and carried, the Agenda was approved as presented with the addition to approve Madison Speedway's liquor license. All agenda items are hereby placed on the table for discussion.

MINUTES

Upon motion by Conroy, seconded by Zahrbock and carried, the May 10, 2021 regular meeting minutes were approved as presented.

PUBLIC PETITIONS, REQUESTS, HEARINGS AND COMMUNICATIONS

None

CONSENT AGENDA

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

CITY COUNCIL CHECKLIST

Council reviewed the City Council Checklist.

MADISON SPEEDWAY BEER LICENSE

Upon motion by Conroy, seconded by Meyer and carried, Council approved the 2021 3.2 beer license for the Madison Speedway owned and operated by Troy and Barb Hoyles.

Mayor Thole left at 5:11 p.m.

CURTIS PEARSON DONATION

Upon motion by Volk, seconded by Zahrbock and carried, **RESOLUTION 21-20** titled "Resolution Authorizing the Acceptance of a Donation from Curtis Pearson for the Flags of Honor" was adopted. Council was informed that Curtis Pearson expressed interest in making a contribution to the City of Madison for the Flags of Honor and using the funds to erect a memorial statue honoring the Navy and Army armed services. A complete copy of Resolution 21-20 is contained in City Clerk's Book #10.

LQP AIRPORT EXPENSE REIMBURSEMENT

Upon motion by Zahrbock, seconded by Conroy and carried, **RESOLUTION 21-21** titled "Resolution Authorizing to Execute Minnesota Department of Transportation Grant Agreement for Federal Airport Expenses Reimbursement" was adopted. A complete copy of Resolution 21-21 is contained in City Clerk's Book #10.

DEED COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS OVERVIEW

City Manager Val Halvorson informed Council about the Department of Employment and Economic Development's (DEED) Community Development Block Grant Coronavirus (CDGB-CV) Grant for Broadband Development application. The City EDA signed an agreement for the UMVRDC to prepare an application. She stated that it materialized quickly as the details came out early May with the application due June 1st. This is the only opportunity that has allowed the City to be an eligible applicant to complete the Fiber to the Premise (FTTP) project the county initiated over a decade ago. DEED requires the applicants to have an LMI of 51% or greater and Madison is 52.86%. If awarded, the city, as the grantee, will need to develop a Request for Proposal for the selection process. The total investment to complete the project is \$4,468,994. The application to DEED asks for \$2,468,994 in grant funds. The service provider is asked to invest \$1,500,000 and the City to invest \$500,000. The local funds are not payable until 2023, providing for several financing options. Award notification is end of June, and if granted, the City has 36 months for completion.

DEED COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS APPLICATION

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 21-22** titled "Resolution Authorizing to Apply to the Department of Employment and Economic Development for the Community Development Block Grant Coronavirus CDBG-CV Grant for Broadband Development" was adopted. Council was informed that the City of Madison will act as a legal sponsor for the application to be submitted on June 1, 2021. A complete copy of Resolution 21-22 is contained in City Clerk's Book #10.

<u>DEED COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS APPLICATION DOCUMENTS</u>

Upon motion by Volk, seconded by Conroy and carried, Council approved the application documents for the CDBG-CV grant that includes the Citizen Participation Plan, Conflict of Interest Disclosure, Federal Requirements and Certifications, and Duplication of Benefits policy and procedures.

WATER TREATMENT PLANT REPAIR

Upon motion by Meyer, seconded by Zahrbock and carried, Council approved the bid in the amount of \$39,000.00 by KHC Construction Inc. to repair filter work at the water treatment plant. City Manager Halvorson informed Council that around March 22nd, water plant employees identified abnormal iron and manganese numbers. After inspecting the gravity filter, a depression in the media was found. Dean Broin, Water Department Supervisor, has been in consultation with the engineers, plant designers and KHC Construction to evaluate options to repair. The nozzles and equipment needed to be worked on are not accessible unless the media is removed. There is no way to remove and reuse the media. The bid includes new media at \$16,000. Equipment rental, labor, and materials make up the remainder of the bid.

Mayor Thole arrived at 5:31 p.m.

CITY MANAGER'S REPORT

Swimming Pool: Potential opening date is May 29th given the inspection on May 27th passes. City Manager Halvorson informed Council of new pool hours.

City Hall Roof: Contractors came and discussed a timeline. The project is expected to begin June 15th with an estimated completion date of September 1st.

Age-Friendly Committee: City Manager Halvorson reported that she received a great response in developing the committee and has well over 10 people.

Softball Fields: City Manager Halvorson informed Council that the water spigots are being replaced due to them leaking and was affecting the ability to open up the restroom facility.

Gateway Sign: The electric portion is completed. Madison Welding is completing the arch work. Images were received from Bolten and Menk and MRES to display their sponsorship. The old sign will be removed this week

American Rescue Plan Act: The funds go to the state for cities with populations less than 50,000 and the City should receive that this month. The City has two years to spend the funds.

Hazardous House Update: City Manager Halvorson informed Council that hazardous house order for 311 7th Avenue was delayed due to the date of service. The property owner has until May 31, 2021, to bring the property up to code. If no action is taken by May 31, 2021, it will then go to court for enforcement.

MAYOR/COUNCIL REPORTS

Annual Chamber Event: Had around 50 people in attendance.

MNDOT Sign: City Manager Halvorson was denied a new city population sign due to it not being cost effective to print one sign at a time.

DISBURSEMENTS

Upon motion by Volk, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between May 10, 2021 and May 24, 2021. These disbursements include United Prairie Check Nos. 61202-61276.

There being no further business, upon motion by Conroy, seconded by Meyer and carried, meeting

adjourned at 5:45 p.m.		
ATTEST:	Greg Thole - Mayor	
Christine Enderson – City Clerk		

CITY OF MADISON OFFICIAL PROCEEDINGS

MINUTES OF THE MADISON CITY COUNCIL SPECIAL MEETING MAY 28, 2021

Pursuant to due call and notice thereof, a special meeting of the Madison City Council was called to order by Mayor Thole on Friday, May 28, 2021, at 9:04 a.m. in Council Chambers at City Hall. Councilmembers present were: Mayor Greg Thole, Maynard Meyer, Adam Conroy, and Tim Volk. Also present were: City Manager Val Halvorson and City Clerk Christine Enderson. Councilmember absent was Paul Zahrbock.

AGENDA

Greg Thole – Mayor

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

PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS

Mayor Greg Thole opened the hearing at 9:05 a.m. in regard to the Community Development Block Grant-Coronavirus (CDBG-CV). It was noted that no one from the public was in attendance for this matter. Kristi Fernholz, Planning Director for the Upper Minnesota Valley Regional Development Commission (UMVRDC), presented the Citizen Participation Plan for the CDBG-CV and identified the need for broadband as the community development need. The applicant must have a low to moderate income level of at least 51%, and the City of Madison is at 52.86%. The proposed activity for CDBG-CV funds will be the asking of broadband infrastructure for the City of Madison. Budgeted costs are \$4,560,000 of which the City of Madison will be looking for \$2,560,000 from the Department of Employment and Economic Development (DEED). Of the \$2.5 million being asked from DEED, \$60,000 will be budgeted for general administration expenses, and the remaining to be infrastructure costs. The remaining \$2 million will come from leverage resources of which in the request for proposal, the provider will be asked to invest \$1.5 million and the City of Madison will be asked to invest \$500,000. The grant application is due Tuesday, June 1st, and the DEED plans to award applicants by June 22nd. During this time, a procurement will be started to find a provider and complete the Request for Proposal. The procurement is projected to be completed by October 2021, the construction engineering work by December 2021, completion of the environmental reviews should be done no later than February 2022, and all permits to be obtained by March of 2022. The proposed project start date is May 2022 with the project completion by June 2023 with 75% of the project completed by October of 2022. The grant award requires completion within 32 months. The UMVRDC has years of experience with grants and public facilities. Historical requirements will be outlined in the environmental review process. The total grant is \$25 million, and applicants can ask for up to \$5 million. Mayor Greg Thole closed the hearing at 9:15 a.m.

There being no further business, upon motion by	Volk, seconded by Conroy and carried, meeting
adjourned at 9:22 a.m.	
	ATTEST:

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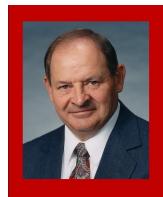
Christine Enderson – City Clerk

	MAY 2021 311 MONTHLY COUNCIL REPORT								
Status	Address Number	Street Name	Work Type	Date Flagged	Flagged By	Modified Date	Last Modified By	Description	Comments
Notice Sent	722	7th St	High Grass	5/20/2021 11:28:38 AM	christine.en derson@ci. madison.mn	5/20/2021 11:28:39 AM	christine.en derson@ci. madison.mn	high grass	5/19/21-notice sent, mail returned 5/19/21-MDlawncare mowed asap
Complete	0	Flags Of Honor	Repairs	5/19/2021 9:19:54 AM	todd.erp@ci .madison.m n.us	5/19/2021 9:23:26 AM	todd.erp@ci .madison.m n.us	While trenching for electrical, water line for irrigation was cut.	Todd and Dean dug out more to be able to repair. Line is repaired
Complete	0	Flags Of Honor	Repairs	5/19/2021 9:16:39 AM	todd.erp@ci .madison.m n.us	5/19/2021 9:16:40 AM	todd.erp@ci .madison.m n.us	Elbow fitting for irrigation water line was hit and broke during digging of electrical line for sign.	Greg Thole had a replacement fitting. Replaced fitting and everything checked out ok
Complete	0	Flags Of Honor	Repairs	5/19/2021 9:14:36 AM	todd.erp@ci .madison.m n.us	5/19/2021 9:14:37 AM	todd.erp@ci .madison.m n.us	digging for sign install	Repaired water line and checked for leaks. Everything checked out ok
New Request	814	2nd St.	Tree Inspections	5/14/2021 11:33:48 AM	todd.erp@ci .madison.m n.us	5/20/2021 10:11:16 AM	christine.en derson@ci. madison.mn	Rotting tree. Hazardous.	5/20/21 - Letter Sent
Initial Inspection Needed	704	3rd Ave	Junk Vehicle/Blig ht	5/10/2021 10:53:00 AM	Angie.Amla nd	5/28/2021 12:48:41 PM	todd.erp@ci .madison.m n.us	inoperable vehicles in this yard.	
Work in Progress		Eastview Apartments	Code Enforceme nt - Other	5/6/2021 9:22:39 AM	christine.en derson@ci. madison.mn .us	5/27/2021 9:13:40 AM	madison@ci .madison.m n.us	A tenant at Eastview Apartments came to City Hall and notified us of the rundown landscaping (bushes, edging, etc.) around the Eastview buildings. 5/7/21 - TE Edging is lifting out of ground in spots, some bushes are dead. Some are overgrown up against windows.	5/13/21 CM, Mayor, Dahle met with Gary Borras to assess. Landscaper is reviewing and will assist in developing an RFP to replace.
Complete	321	1st Ave	Junk Vehicle/Blig ht	4/23/2021 1:46:17 PM	todd.erp@ci .madison.m n.us	5/28/2021 1:17:19 PM	todd.erp@ci .madison.m n.us	4/23/21 - TE vehicle with outdated license 5/28/21 - TE vehicle updated Remedied	4/28/21-notice sent. FU scheduled for 5/10 at noon. 5/7/21 - Prop owner stopped into city hall and notified us that the tabs are current.
Complete	316	6th St	Parking	4/23/2021 12:55:58 PM	todd.erp@ci .madison.m n.us	5/4/2021 8:53:32 AM	christine.en derson@ci. madison.mn .us	4/23/21 TE- outdated license	4/28/21-notice sent. fu 5/10 4/30/21 - Property owner called upset. Tabs were not set to expire until 4/30/21. Complete work item.

New Request	516	5th Ave	Tree Inspections	4/9/2021 12:41:37 PM	todd.erp@ci .madison.m n.us	5/20/2021 10:11:07 AM	christine.en derson@ci. madison.mn	Split tree hazardous	5/20/21 - Letter Sent
New Request	814	5th Ave	Tree Inspections	4/9/2021 11:34:04 AM	todd.erp@ci .madison.m n.us	5/20/2021 10:11:02 AM	christine.en derson@ci. madison.mn	Split hazardous tree	5/20/21 - Letter Sent
New Request	1103	Meadow Hills	Tree Inspections	4/9/2021 11:09:05 AM	todd.erp@ci .madison.m n.us	5/20/2021 10:10:55 AM	christine.en derson@ci. madison.mn	Tree is cut 1"-2" deep all around base 3 feet from ground	5/20/21 - Letter Sent
New Request	203	3rd Ave	Tree Inspections	4/9/2021 10:41:25 AM	todd.erp@ci .madison.m n.us	5/20/2021 10:10:48 AM	christine.en derson@ci. madison.mn	Dead tree	5/20/21 - Letter Sent
New Request	321	1st Ave	Tree Inspections	4/9/2021 10:20:01 AM	todd.erp@ci .madison.m n.us	5/20/2021 10:10:40 AM	christine.en derson@ci. madison.mn	Split tree	5/20/21 - Letter Sent
New Request	321	Central Ave	Tree Inspections	4/9/2021 10:02:44 AM	todd.erp@ci .madison.m n.us	5/20/2021 10:10:25 AM	christine.en derson@ci. madison.mn	Dead split tree in blvd	5/20/21 - Letter sent
Work in Progress	409	8th Ave	Junk Vehicle/Blig ht	3/24/2021	christine.en derson@ci. madison.mn .us	5/28/2021 10:40:27 AM	todd.erp@ci .madison.m n.us	4 cars, school bus, u-haul truck, full dumpster, random junk in backyard. alley partially blocked by vehicle	3/24 - reported by neighbor - please take pictures and get license plates of all motor vehicles 3/29 - Notice sent. Follow up inspection on 4/12. 4/12 - 10 days passed. Followup inspection needed. 4/12/21 - vehicles have updated tabs except for school bus. Still random junk in back yard. 4/16/21 - DR to attempt personal resolution (plan for clean up and verify how much longer they need). See Workflow Chart for next step. CE 4/23/21 - DR called CE today. He talked to the property owners who "inherited" the house and have been working hard to clean up their yard - progress being made. Extended their time another 2 weeks. Follow up scheduled for May 10th at noon. (CE) 5/10/2021 - Follow up required to check progress made.

Complete	510	7TH AVE	Junk Vehicle/Blig ht		todd.erp@ci .madison.m n.us	5/28/2021 10:52:21 AM	todd.erp@ci .madison.m n.us	Reclining chair at street needs to be removed. Been there for some time. TE Remedied	Request Olson Sanitation to PU 3/5/21-called olsons. They will pick up early next week (3/8-3/12) - CE 3/12/21 - Followup Inspection Needed. CE 3/12/21 - Followup inspection complete. Chair was removed by Olson sanitation. TE
Complete	819	7TH AVE	Junk Vehicle/Blig ht	12/15/202 0 10:39:09 AM	todd.erp@ci .madison.m n.us	5/28/2021 10:45:03 AM	todd.erp@ci .madison.m n.us	Couch has been on property for a long time	request olsons sanitation to PU 3/5-called olsons. They will pick up early next week (3/8-3/12) - CE 3/12/21-Followup Inspection Needed - CE Couch has been picked up TE
Void	111	3RD AVE	Junk Vehicle/Blig ht	6/9/2020 4:03:37 PM	todd.erp@ci .madison.m n.us	5/28/2021 11:37:25 AM	todd.erp@ci .madison.m n.us	Blight/Junk in Front yard	Notice sent 6/16/20. Follow up required on 6/29/20. 6/28/20-Resident called us and let us know she is working on her lawn. She will need help hauling junk/blight away and will let us know when that is ready to go. 7/14/20 - Next Followup
Void	409	8TH AVE	Junk Vehicle/Blig ht	5/27/2020 10:43:58 AM	todd.erp@ci .madison.m n.us	5/12/2021 7:52:47 AM	todd.erp@ci .madison.m n.us	Bus parked on grass-out dated tabs. Nissan Pathfinder parked on property but has outdated tabs. Windows leaning on garage and multiple debris on property	Notice Sent 6/8/2020, residents called City Hall. They trimmed weeds and in the process of updating vehicle registration.
Complete	302	5TH ST E	Junk Vehicle/Blig ht	5/27/2020 10:23:38 AM	todd.erp@ci .madison.m n.us	5/28/2021 1:27:12 PM	todd.erp@ci .madison.m n.us	Truck Sleeper in yard near trees, boat on ground in the grass. pallets leaning against house and other debris in tree line. Remedied in 2020	Notice sent to have property cleaned up by Monday, 6/8/20. Follow up inspection on Monday indicated nothing was done. Fine to be issued. Fine was issued on 6/17/20. Needs to be paid and ordinance remedied in 5 business days. 6/24/20
Initial Inspection Complete	723	5TH AVE	Junk Vehicle/Blig ht	5/27/2020 10:10:33 AM	todd.erp@ci .madison.m n.us	5/28/2021 11:06:36 AM	todd.erp@ci .madison.m n.us	Significant amount of blight around property 5/28/21 - TE progress has been made. May need to measure trees. Have been planted too close and possibly in right of way.	Notice sent on 6/8/2020. Follow up required on 6/16/2020.

Complete	204	3RD ST	Junk Vehicle/Blig ht	5/27/2020 9:40:38 AM	madison m	5/28/2021 11:55:10 AM	todd.erp@ci .madison.m n.us	i lunk trailer in rear of vard, was	Notice sent on 6/8/2020. Follow up required on 6/16/2020. Per Follow up, no progress seen. Citation issued and due for payment on 7/1/2020. See attached email-owner came in and talked to Val. Follow up in 6 months, 1/4/2021.
Complete	115	3RD AVE	Sidewalk Snow Removal	4/9/2020 3:53:54 PM	christine.en derson@ci. madison.mn	5/28/2021 11:36:58 AM	todd.erp@ci .madison.m n.us	Resident disposing beaver guts in alleyway. Attracting cats. Old-Remedied	Sidewalk Snow removal code enforcement
Complete	622	6TH ST	Sidewalk Snow Removal	1/14/2020 10:23:15 AM	ryan.flaten @ci.madiso n.mn.us	5/28/2021 10:50:51 AM	todd.erp@ci .madison.m n.us	Warning TE remedied	Sidewalk Snow removal code enforcement
Complete	203	5TH ST E	Junk Vehicle/Blig ht		alex.geerdes @ci.madiso n.mn.us	5/28/2021 1:24:30 PM	todd.erp@ci .madison.m n.us	removed rusty car and boat out to sewer plant thursday Aug 15th 5/28/21 - TE- Remedied	



STATE SENATOR GARY A HIVES



Proudly Serving the Residents of District 16 E-Newsletter

May 21, 2021

LEADERS AGREE TO SPENDING TARGETS

Early Monday morning, Governor Tim Walz, House Speaker Melissa Hortman (DFL – Brooklyn Park), and Senate Majority Leader Paul Gazelka (R – East Gull Lake) agreed to budget and spending targets for the next biennium. Monday marked the last day of regular session, and although an agreement was reached, it was not possible to have the legislation drafted and conference committees meet in time for the end of the regular session. Therefore, Governor Walz will need to call the legislature into a special session to complete its work.

The agreed to targets do not contain tax increases but instead provide tax relief in various areas including PPP and unemployment insurance tax conformity. The allocation of federal COVID relief funds will be determined mostly by the legislature instead of solely by Governor Walz. Finally, investments in broadband, education, transportation, and healthcare will support Minnesota families across the state.

With the end of the regular session comes the end of conference committees. They are dissolved into "working groups" and continue to meet to resolve budget and policy differences between the Senate and House of Representatives. Senator Gary Dahms (R – Redwood Falls) chairs the Commerce and Energy Finance and Policy Working Group. He has met all week with members of the working group and staff to complete their work before the governor officially calls the legislature back.

"I feel confident that our working group can come to a reasonable agreement," said Senator Dahms. "I am in constant contact with my House counterpart, and we are moving forward."

Governor Walz is expected to call the legislature into special session around mid-June to not only pass a budget but to extend his emergency powers for another 30 days. The state budget must be passed and signed into law by June 30, 2021.

* * * * * *

RATEPAYERS AT RISK FOR UTILITY DISCONNECTION: APPLY NOW FOR ENERGY ASSISTANCE

The Minnesota Public Utilities Commission (PUC) and the Department of Commerce urge consumers with past-due electric and gas bills to apply now for the Energy Assistance Program to avoid having their utility service disconnected. In Minnesota, about 360,000 households served by regulated utilities have past-due utility bills for electric and gas, with approximately \$135 million in unpaid utility bills.

In March 2020 when the COVID-19 pandemic peacetime emergency began, the PUC adopted measures to ensure Minnesotans had reliable power to stay at home safely. After conducting a thorough review of consumer safeguards, including data submitted by the rate-regulated gas and electric utilities, the PUC ordered that beginning in August 2021 regulated utilities can resume normal service including utility disconnections for consumers who have unpaid utility bills. Utilities can send disconnection notices starting June 1 and can begin disconnections August 2. Click here for more information.





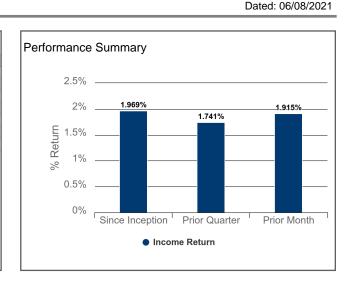
City of Madison Investment Report

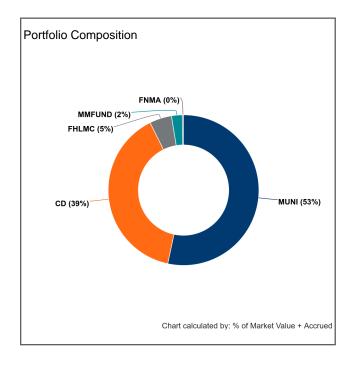
05/01/2021 - 05/31/2021

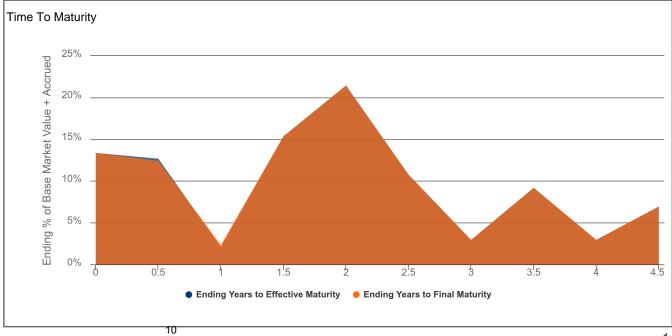
Madison	General	Funas	(169724)	
		_		

Portfolio Summary	
,	Portfolio
Client	City of Madison
Custodian	TD Ameritrade
Source Account	943009325
Original Units	5,155,677.08
Net Unrealized Gain/Loss	93,429.06
Market Value	5,158,758.89
Book Yield	1.87%
Duration	1.81
S&P Rating	А
Moody's Rating	A1
Footnote: 1	

	Portfolio
Account	Madison General Funds
MMF Payment Received Income	0.86
Coupon Received Income	21,286.78
Realized Gain	0.00
Other Income	0.00
Management Fees	-676.98
Total Net Income	20,610.66







Cash and Investment Balances

Date: MAY 31, 2021

Fund	Acct No.	Cash Balance	Acct No.	Ehlers Investments	Total by Fund
				Balance	
General Fund	101-10100	\$743,780.09	101-10113	\$151,000.00	\$894,780.09
Ambulance Fund	201-10100	-\$42,451.42	201-10113	\$200,000.00	\$157,548.58
EDA Fund	211-10100	\$69,744.38	211-10113	\$0.00	\$69,744.38
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	\$59,413.29	350-10113	\$0.00	\$59,413.29
2015 GO Refunding	351-10100	\$63,586.30	351-10113	\$0.00	\$63,586.30
2016 GO Ref/Wt Rev	353-10100	-\$103,731.97	353-10113	\$0.00	-\$103,731.97
Cult & Rec Capital	420-10100	\$135,343.46	420-10113	\$0.00	\$135,343.46
Bldg & Equip Capital	425-10100	\$310,124.12	425-10113	\$0.00	\$310,124.12
Streets Capital	430-10100	\$50,870.77	430-10113	\$0.00	\$50,870.77
Water Fund	601-10100	-\$31,105.78	601-10113	\$99,000.00	\$67,894.22
Sewer Fund	602-10100	-\$48,166.08	602-10113	\$400,000.00	\$351,833.92
Sanitation Fund	603-10100	\$101,319.73	603-10113	\$0.00	\$101,319.73
Electric Fund	604-10100	\$642,673.07	604-10113	\$2,000,000.00	\$2,642,673.07
Storm Sewer Fund	605-10100	\$168,478.19	605-10113	\$0.00	\$168,478.19
Liquor Fund	609-10100	\$98,650.61	609-10113	\$0.00	\$98,650.61
Eastview Fund	614-10100	\$27,172.75	614-10113	\$100,000.00	\$127,172.75
Reserve Fund	851-10100	\$28,860.34	851-10113	\$413,245.00	\$442,105.34
	•	\$2,351,888.41		\$3,363,245.00	\$5,715,133.41
(GT Cash Balance)		\$0.00			
United Prairie Checkin	ng	\$625,606.33			
Old National Checking	g	\$26,282.08			
TD Ameritrade Sweep		\$1,700,000.00			
		\$2,351,888.41			
SCDP Rev Loan	202-10103	\$16,187.01			\$16,187.01
SCDP Grant Admin	205-10104	\$16,847.68			\$16,847.68
EDA Rev Loan Fund	212-10105	\$99,759.47			\$99,759.47
		\$2,484,682.57		\$3,363,245.00	\$0.00
			Grand Total (Cash and Investments	\$5,847,927.57

LqP Computer Commuter June 2021 Update

Please find the community totals for May, 2021.

*53 people came on board the LqP Computer Commuter in May.

*We continue to follow COVID-19 safety protocols of wearing a mask and sanitizing surfaces between different visitors. But, based on conversations with Countryside Public Health, beginning June 1, residents who are vaccinated will not need to wear a mask and we will drop the 6' social distance protocol. I will continue to sanitize work stations after each use.

*Please contact me if you have questions or concerns. Thank you for your continued support! mary.quick@lqpco.com

May 2021 Attendance

	May 3	May 10	May 17	May 24	Total s
Bellingham	1	1	1	2	5
Boyd	3	3	2	4	12
Dawson	1	1	2	2	6
Madi son	2	2	1	3	8
Mari etta	2	2	3	3	10
Nassau	4	2	2	4	12
Totals	13	11	11	18	53

City of Madison

Memo

To: City Administrator & City Council

From: Dale Hiepler, Liquor Store Manager

CC:

Date: 6/11/2021 **Re:** May Sales

May sales were \$42,605 compared to \$55,410 last year. When we compare sales to 2019 we had sales of \$37,108, so we showed a \$5,497 increase.

CITY OF MADISON MUNICIPAL LIQUOR STORE

LIQUOR DISPENSARY REPORT Statement for the month of May 2021

SALES	2020	2021	% of Sales	2020 YTD	2021 YTD	% of Sales
Liquor	16747.27	14698.01	34.50%	68,786.34	71,664.84	38.34%
Beer	36860.19	26670.34	62.60%	121,106.87	110,541.93	59.14%
Mix, Ice, Etc.	1802.72	1237.34	2.90%	5,034.42	4,700.62	2.51%
TOTAL SALES	55410.18	42,605.69	100.00%	194,927.63	186,907.39	100.00%
COST OF SALES						
Inventory at 1st of month	33418.04	36489.70	85.65%	155,879.58	178,543.58	95.53%
Purchases	36260.25	29940.95	70.27%	133,072.78	131,485.25	70.35%
Freight	148.60	190.45	0.45%	1003.80	1127.44	0.60%
Inventory at end of month	34918.47	37649.70	88.37%	161,821.76	184,902.10	98.93%
TOTAL COST OF SALES	34908.42	28,971.40	68.00%	128,134.40	126,254.17	67.55%
GROSS PROFIT	20501.76	13,634.29	32.00%	66,793.23	60,653.22	32.45%
OPERATING EXPENSE						
Labor	3934.36	4089.68	9.60%	22,230.47	21,026.07	11.25%
PERA	161.46	163.91	0.38%	882.79	855.47	0.46%
FICA	299.40	312.75	0.73%	1,692.70	1,607.92	0.86%
Mandatory Medicare	0.00		0.00%	0.00	0.00	0.00%
* Worker's Compensation	197.01	197.01	0.46%	985.05	985.05	0.53%
City Health Insurance	291.07	309.97	0.73%	1,455.35	1,549.85	0.83%
General Supplies	27.99	3.99	0.01%	73.93	566.66	0.30%
* Audit Service	83.33	83.33	0.20%	416.65	416.65	0.22%
Dues & Subscriptions	0.00		0.00%	391.00	-136.00	-0.07%
Licenses & Taxes	0.00		0.00%	0.00	0.00	0.00%
Telephone & Internet	113.25	112.09	0.26%	566.67	555.83	0.30%
Advertising	322.50		0.00%	1,960.40	1,491.02	0.80%
Utilities	393.13	440.77	1.03%	3,001.68	2,223.26	1.19%
* Property Insurance	146.93	161.50	0.38%	734.65	807.50	0.43%
Training	0.00		0.00%	0.00	0.00	0.00%
Building Maint.	0.00		0.00%	0.00	0.00	0.00%
Equipment Maint.	0.00		0.00%	16.50	103.85	0.06%
Contractual Services	1599.77	680.43	1.60%	4,099.79	3,607.56	1.93%
Travel	0.00		0.00%	0.00	0.00	0.00%
* Dram Shop Insurance	34.91	37.92	0.09%	174.55	189.60	0.10%
Miscellaneous	0.00		0.00%	0.00	1,029.44	0.55%
Depreciation	479.51	464.63	1.09%	1,918.04	2,323.15	1.24%
OTAL OPERATING EXPENSE	8084.62	7057.98	16.57%	40,600.22	39,202.88	20.97%
Operating Income	12417.14	6,576.31	15.44%	26,193.01	21,450.34	11.48%
Nonoperating Revenues:	·			<u>.</u>		
Interest Income	0		0.00%			0.00%
NET INCOME	12417.14	6,576.31	15.44%	26,193.01	21,450.34	11.48%

REVENUE & EXPENSE REPORT CALENDAR 5/2021, FISCAL 5/2021

РСТ	ΛF	FISCAL	VTD	11 6º/ ₂

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CCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD Balance	BUDGET	DIFFERENCE
	TOTAL REVENUE	298,000.55	414,871.09	1,656,978.00	1,242,106.91
	TOTAL EXPENSES	193,057.15	482,555.88	1,656,978.01	1,174,422.13
	GENERAL TOTAL	104,943.40	67,684.79-	.01-	67,684.78
	TOTAL REVENUE	8,131.73	36,250.22	129,500.00	93,249.78
	TOTAL EXPENSES	5,660.42	24,052.56	116,550.00	92,497.44
	AMBULANCE TOTAL	2,471.31	12,197.66	12,950.00	752.34
	TOTAL REVENUE	542.66	8,885.90	5,300.00	3,585.90-
	TOTAL EXPENSES	90.00	1,108.84	.00	1,108.84-
	SCDP GRANT REVOLVING LOAN TOTA	452.66	7,777.06	5,300.00	2,477.06-
	TOTAL REVENUE	944.97	32,754.10	7,000.00	25,754.10-
	TOTAL EXPENSES	.00	29,259.00	.00	29,259.00-
	SCDP GRANT 2017 ADMIN TOTAL	944.97	3,495.10	7,000.00	3,504.90
	TOTAL REVENUE	4,937.01	44,940.04	91,100.00	46,159.96
	TOTAL EXPENSES	6,522.00	22,707.47	80,150.00	57,442.53
	EDA TOTAL	1,584.99-	22,232.57	10,950.00	11,282.57-
	TOTAL REVENUE	30.26	71.80	1,200.00	1,128.20
	TOTAL EXPENSES	.00	.00	.00	.00
	EDA REVOLVING LOAN FUND TOTAL	30.26	71.80	1,200.00	1,128.20
	TOTAL EXPENSES	.00	.00	.00	.00

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PCT OF FISCAL YTD 41.6%

REVENUE & EXPENSE REPORT CALENDAR 5/2021, FISCAL 5/2021

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	65,236.14	6,481,713.75	333,003.00	6,148,710.75-
	TOTAL EXPENSES	.00	6,723,793.06	335,064.00	6,388,729.06-
	INFRA. REPLACE. DEBT SERV TOTA	65,236.14	242,079.31-	2,061.00-	240,018.31
	TOTAL REVENUE	117,784.61	122,720.45	338,470.00	215,749.55
	TOTAL EXPENSES	106,050.00	106,050.00	336,465.00	230,415.00
	2015 GO REFUNDING DS TOTAL	11,734.61	16,670.45	2,005.00	14,665.45-
	TOTAL REVENUE	.00	.00	143,712.50	143,712.50
	TOTAL EXPENSES	.00	128,256.25	141,987.50	13,731.25
	2016 GO REF/WT REV DS TOTAL	.00	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	16,000.00	18,000.00	20,250.00	2,250.00

REVENUE & EXPENSE REPORT CALENDAR 5/2021, FISCAL 5/2021

PCT OF FISCAL YTD 41.6%

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ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD Balance	BUDGET	DIFFERENCE
	TOTAL EXPENSES	.00	400.00	51,863.00	51,463.00
	CULTURE & REC CAP. FUND TOTAL	16,000.00	17,600.00	31,613.00-	49,213.00-
	TOTAL REVENUE	.00	9,692.56	163,065.00	153,372.44
	TOTAL EXPENSES	6,994.14	9,972.78	305,000.00	295,027.22
	BLDG & EQUIP CAP. FUND TOTAL	6,994.14-	280.22-	141,935.00-	141,654.78-
	TOTAL REVENUE	.00	5,000.00	80,550.00	75,550.00
	TOTAL EXPENSES	2,247.50	9,207.50	.00	9,207.50-
	STREETS CAPITAL FUND TOTAL	2,247.50-	4,207.50-	80,550.00	84,757.50
	TOTAL REVENUE	46,491.16	222,654.31	521,200.00	298,545.69
	TOTAL EXPENSES	42,612.89	185,720.47	706,490.26	520,769.79
	WATER TOTAL	3,878.27	36,933.84	185,290.26-	222,224.10-
	TOTAL REVENUE	36,543.10	182,532.75	449,300.00	266,767.25
	TOTAL EXPENSES	49,139.48	203,576.62	680,932.90	477,356.28
	SEWER TOTAL	12,596.38-	21,043.87-	231,632.90-	210,589.03-
	TOTAL REVENUE	21,611.94	95,069.08	227,630.05	132,560.97
	TOTAL EXPENSES	20,774.47	89,475.03	225,614.38	136,139.35
	SANITATION TOTAL	837.47	5,594.05	2,015.67	3,578.38-
	TOTAL REVENUE	96,656.81	569,227.00	1,473,950.00	904,723.00
	TOTAL EXPENSES	145,877.94	687,086.31	1,372,230.22	685,143.91

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REVENUE & EXPENSE REPORT CALENDAR 5/2021, FISCAL 5/2021

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance	BUDGET	DIFFERENCE
	ELECTRIC UTILITY TOTAL	49,221.13-	117,859.31-	101,719.78	219,579.09
	TOTAL REVENUE	12,430.12	61,794.07	148,850.00	87,055.93
	TOTAL EXPENSES	8,753.24	44,099.20	231,760.31	187,661.11
	STORM SEWER TOTAL	3,676.88	17,694.87	82,910.31-	100,605.18-
	TOTAL REVENUE	42,605.69	186,907.39	421,000.00	234,092.61
	TOTAL EXPENSES	36,597.91	174,282.16	423,410.62	249,128.46
	LIQUOR TOTAL	6,007.78	12,625.23	2,410.62-	15,035.85-
	TOTAL REVENUE	13,635.00	68,779.69	170,020.00	101,240.31
	TOTAL EXPENSES	8,951.25	127,560.57	214,362.00	86,801.43
	EASTVIEW APARTMENTS TOTAL	4,683.75	58,780.88-	44,342.00-	14,438.88
	TOTAL REVENUE	80,924.45	81,424.45	58,500.00	22,924.45-
	TOTAL EXPENSES	.00	.00	51,000.00	51,000.00
	RESERVE TOTAL	80,924.45	81,424.45	7,500.00	73,924.45-
	REVENUE & EXPENSE FUND SUMMARY	229,177.81	405,875.05-	467,779.65-	61,904.60-

Water Plant Monthly Report Year: 2021

January Aqua Hawk Used (gal) 27 Cost \$341.55 Mosed (lbs) 347 Cost \$1,405.35 Used (gal) 28 Cost \$1,263.36 Poli-phosphate Used (gal) 44 Cost \$590.48 Chlorine Used (lbs) 84 Cost \$97.44	\$328.90 330 \$1,336.50 25 \$1,128.00 44 \$590.48 87 \$100.92 2	March 29 \$366.85 393 \$1,591.65 32 \$1,443.84 51 \$684.42 114 \$132.24	April 26 \$328.90 348 \$1,409.40 29 \$1,308.48 49 \$657.58	May 40 \$506.00 432 \$1,749.60 36 \$1,624.32 57 \$764.94	June	July	August	September	October	November	December	Year End Total 148 \$1,872.20 1850
Aqua Hawk Used (gal) 27 Cost \$341.55 Used (lbs) 347 Cost \$1,405.35 Used (gal) 28 Cost \$1,263.36 Poli-phosphate Used (gal) 44 Cost \$590.48 Used (lbs) 84	26 \$328.90 330 \$1,336.50 25 \$1,128.00 44 \$590.48 87 \$100.92	29 \$366.85 393 \$1,591.65 32 \$1,443.84 51 \$684.42 114	26 \$328.90 348 \$1,409.40 29 \$1,308.48 49 \$657.58	40 \$506.00 432 \$1,749.60 36 \$1,624.32 57	June	July	August	September	October	November	December	148 \$1,872.20
Aqua Hawk Cost \$341.55 KMNo4 Used (lbs) 347 Cost \$1,405.35 Used (gal) 28 Cost \$1,263.36 Poli-phosphate Used (gal) 44 Cost \$590.48 Used (lbs) 84	\$328.90 330 \$1,336.50 25 \$1,128.00 44 \$590.48 87 \$100.92	\$366.85 393 \$1,591.65 32 \$1,443.84 51 \$684.42 114	\$328.90 348 \$1,409.40 29 \$1,308.48 49 \$657.58	\$506.00 432 \$1,749.60 36 \$1,624.32 57								\$1,872.20
KMNo4 Used (lbs) 347 Cost \$1,405.35 Used (gal) 28 Cost \$1,263.36 Poli-phosphate Used (gal) 44 Cost \$590.48 Used (lbs) 84	330 \$1,336.50 25 \$1,128.00 44 \$590.48 87 \$100.92	393 \$1,591.65 32 \$1,443.84 51 \$684.42 114	348 \$1,409.40 29 \$1,308.48 49 \$657.58	432 \$1,749.60 36 \$1,624.32 57								
Cost \$1,405.35	\$1,336.50 25 \$1,128.00 44 \$590.48 87 \$100.92	\$1,591.65 32 \$1,443.84 51 \$684.42 114	\$1,409.40 29 \$1,308.48 49 \$657.58	\$1,749.60 36 \$1,624.32 57								
Anti Scalant	25 \$1,128.00 44 \$590.48 87 \$100.92	32 \$1,443.84 51 \$684.42 114	29 \$1,308.48 49 \$657.58	36 \$1,624.32 57								\$7,492.50
Cost \$1,263.36	\$1,128.00 44 \$590.48 87 \$100.92	\$1,443.84 51 \$684.42 114	\$1,308.48 49 \$657.58	\$1,624.32 57								150
Poli-phosphate Used (gal) 44 Cost \$590.48 Used (lbs) 84	44 \$590.48 87 \$100.92 2	51 \$684.42 114	49 \$657.58	57								\$6,768.00
Cost \$590.48 Used (lbs) 84	\$590.48 87 \$100.92 2	\$684.42 114	\$657.58									245
Chlorine Used (lbs) 84	\$100.92 2	114										\$3,287.90
(NIOTING	2	\$132.24		135								517
COSL \$97.44	2		\$112.52	\$156.60								\$599.72
Nalco 7768 Used (gal) 2.63		2	2	2.5								11.13
Polymer Cost \$79.16	300.20	\$60.20	\$60.20	\$75.25								\$335.01
Used (gal) 16		20	16	21								86
Flouride Cost \$92.00		\$115.00	\$92.00	\$120.75								\$494.50
Sodium meti- Used (lbs) 7		9	9	10								42
Bisulfate Cost \$9.87	\$9.87	\$12.69	\$12.69	\$14.10								\$59.22
Used (case) 1	1	2	. 2	1								
R _o O _u Pre-Filters Cost \$228.40	\$228.40	\$456.80	\$456.80	\$228.40								\$1,598.80
RO Cleaner P Used 0		0	0	0								
703 low Ph	_	\$0.00	\$0.00	\$0.00								\$0.00
Sodium Used (gal) 0		0	0	0								(
Hydroxide Cost \$0.00	-	\$0.00	\$0.00	\$0.00								\$0.00
RO Cleaner Used (lbs) 0		0	0	0								(
p111 High Ph Cost \$0.00	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
Caustic Soda Used (gal) 75		94	80	113								445
50% & 30% Cost \$607.50		\$761.40	\$648.00	\$915.30								\$3,604.50
Hydrachloric Used (gal) 0		0	0	0								
Acid 31% Cost \$0.00	_	\$0.00	\$0.00	\$0.00								\$0.00
70.00	70.00	75.55	70001	70.00		<u> </u>		<u> </u>		1		
Well gal	1000	5004	1050									
Pumped X1000 4300	4380	5291	4953	6447								25371
Hi service gal, pumped x1000 2863	2869	3384	3087	3960								16163
Gallons to waste x1000 993	933	1103	975.66	1296.84								5301.5
RC membrane gal pumped x1000 3369	3340	3908	3495	4599								18711
Backwash gal x1000 543 pumped	640	812	926	1194								4115
w. p water Actual 169220 meter gallons	168030	196200	182620	228590								944660
Treated accounted gal Actual 26300	2000	2300	1400	5800								37800
Soft Water gal sold Actual 0	2100	0	3500	1000								6600
Baseball Field Actual 0	0	0	0	305900	19							305900



400 South Fourth Street Suite 712 Minneapolis MN 55415 P 612.341.4051 • F 612.337.5843 • www.mmarchitd.com

Meeting Agenda

Pre-Construction Meeting

Project Madison City Hall Roof Replacement and Rehabilitation Project

Date June 9, 2021 Time 10:00 am

Location Madison, MN

Introductions

Contact Information -sign in sheet.

Key personal and duties

Front End Paperwork

- Contract
- Insurance
- Permits

Chain of Command and Communication Channels

- All communications between the General Contractor and the City shall be conducted through MMA unless directed otherwise.
- All suggestions, questions, RFIs, submittals, change order requests, and requests for payment to be formally communicated to MMA in writing for distribution to and resolution with appropriate representative from the City.
- All decisions and/or changes to the project will be formally approved and issued in writing by MMA.

Schedule

- Construction schedule
 - City events/meetings
 - Regular on-site meeting schedule
- Typical hours/days of operation
- Critical work sequencing and long lead times

Submittals

- Product data :
- Samples
- Mockups
- Historic treatment plan
- Construction photographs

Progress payments and Wages

- MMA and City timeframe for approval and payment
 - MMA will review within a week and send to the City for approval. To whose attention should these go?

Construction

- Temporary utility & facilities
 - Drainage, water, electrical, lighting, scaffolding, any facility, parking, staging?

Closeout procedures

- Substantial Completion / Punch List Meeting
- Final Completion Meeting
- Close out documents
 - Warranties
 - As-built, marked-up drawings.
- Final Payment Application

Regular Drill Meeting 5/17/2021

The Madison Volunteer Fire Department met in regular session with Chief Brian Tebben presiding.

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

Jared Rakow gave the treasurers report and it was approved as read.

Training officer report - received training tonight on auto extrication – good job done by everyone

- next month pre-plan walk throughs at nursing home, hospital, Hill Top and MMN Elementary School, we will split into two groups
- -TRT training on June 23rd w/Cargill, please show up as your help will be needed, Lynn at Cargill was open to helping us out with purchasing more equipment
- -accountability boards Mark Olson is looking into obtaining, more information coming

Emergency calls since our last meeting:

- 1. April 23 gas leak at MMN
- 2. April 24 burn pit fire, D. Lee
- 3. May 2 tractor fire, R. Olson
- 4. May 4 CRP fire assistance, Goerke
- 5. May 6 grass/tree fire, B. Hoag, Hwy 75, 3 calls total to this site
- 6. May 8 garbage/tree fire, G. Bauler

Strengthening the Family Event is May 26th from 5 to 7 pm. Please help if you are available.

Racing schedule is posted, if you can't make your scheduled time it is up to you to find your replacement.

August 3rd is National Night Out, is the MFD willing to grill for the event?

Hall cleaning – Brian Tebben will page it out for an evening in the near future.

Truck foremen, please wash your trucks and complete the monthly reports.

If you are aware of anything broken, please fix it.

Maurice Wollschlager has submitted his retirement request as of May 31st, 2021 in writing. Motion made by Jerod Zimbelman to accept the retirement request was seconded by Chris Hansen, approved by voice vote.

At the June regular meeting a special election will be held to elect a new Assistant Chief.

T-shirts and jackets will be ready for pick up this week.

Discussion was held about moving forward with adding two to three new firefighters to the roster to keep a full roster. Members were planning on reaching out to some individuals to see if they would be willing to apply.

Dan Nelson will not be returning to the MFD after his six month leave of absence.

Next regular meeting: June 21st.

June Hall Duties: Don Tweet and Brady Thomson.

Motion was made by Jerod Zimbelman to adjourn meeting seconded by Chris Hanson, carried.

Don Tweet Secretary

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

May 31, 2021

		OANS (REVOLVIN		•		
	FINAL	ORIG LOAN	MONTHLY	DAY	AMOUNT	
	OTE # MATURI	ΓY Amount	PAYMENT	DELINQ	DELINQ	BALANCE
	D#1010 10/15/23					\$990.0
_qP Ag Society/Fair Board-10 ye			•			\$21,000.0
Madison Hometown Lodge	04/01/22		\$138.89			\$1,527.7
Happy Hour	04/01/22		\$138.89			\$1,527.7
MG Entertainment LLC/Grand		. ,	0% Int, no pay			\$777.7
Lien Lumber/Chyde Strand	08/01/27	\$31,000.00	5% Int, no pay	til 8/1/22, \$15	,500 forgivable	\$31,000.0
TOTAL MEDA LOANS (REVO	LVING LOAN FUND)			\$0.00	\$56,823.3
	ME	DA DWM PAY LO	ANS (CITY)			
TOTAL MEDA DWN PAY LOA	NS (CITY)				\$0.00	\$0.00
	MED	A DWM PAY LOA	NS (STATE)			
					\$0.00	\$0.00
TOTAL MEDA DWN PAY LOA	INS (STATE)				\$0.00	\$0.00
			TOTAL DEL	INQUENCIES	\$0.00	
	FU	ND BALANCE AV				TOTAL 6
	# 450 500 70		OANS (CITY)		DANS (STATE)	TOTALS
Fund Balance	\$156,582.79	·	.00	•	.00	\$156,582.79
Less Loans Outstanding	\$56,823.32	•	.00		.00	\$56,823.32
Less Other Assets	.	•	.00		.00	\$0.00
Funds Available	\$99,759.47	\$0	.00	\$0	.00	\$99,759.47
TOTAL CHECKING & INVEST	MENTS OR FUNDS	AVAILABLE FOR	LENDING		5/31/2021	\$99,759.47
FUND BALANCE INCOME						
1	13 April 2021		July 2021 Int		Oct 2021 Int	
January 2021 Int \$39.						
Febuary 2021 Int \$0.7	•	Int \$30.26	Aug 2021 Int		Nov 2021 Int	
-	•		Aug 2021 Int Sept 2021 Int		Nov 2021 Int Dec 2021 Int YTD Interest	

CITY OF MADISON APPLICATION / PERMIT FOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS

Applicant instructions:

This application must be completed and returned at least 15 days prior to date of display.

Name of applicant (Sponsoring Organization): Madison Area Chamber of Commerce Address of applicant: 4014 Sixth Ave. Madison MN 56256 Name of authorized agent of applicant: Mark D. Raitzer Address of agent: 15670 Elsheimer Rd. Brownsville MN 55919 Telephone number of agent: (507) 724-1063

Date of display: July 17, 2021 Time of display: 10:00 PM

Location of display: Laq Qui Parle County fairgrounds, Madison MN

Manner and place of storage of fireworks/pyrotechnic special effects prior to display:

J&M Displays Inc. licensed storage magazine, Wilson MN

Type & number of fireworks/pyrotechnic special effects to be discharged: attached

Minnesota state law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

Name of supervising operator: Mark D. Raitzer Certificate No.: 0357

I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of	applicant (or agent):	e of application: June 10, 2021
Required a	ttachments. The following attachments must be included with the	nis application:
1 .	Proof of a bond or certificate of insurance in amount of at least	
2.	A diagram of the ground, or facilities (for indoor displays), at w	
	diagram (drawn to scale or with dimensions included) must sho	w the point at which the
	fireworks/pyrotechnic special effects are to be discharged; the l	ocation of ground pieces; the location
	of all buildings, highways, streets, communication lines and oth	er possible overhead obstructions; and
	the lines behind which the audience will be restrained. For prox	
	the diagram must also show the fallout radius for each pyrotech	
3.	Names and ages of all assistants that will be participating in the	display.
	ge of the listed fireworks on the date and at the location shown or e following conditions, if any:	• • • •
Signature of	fire chief/county sheriff:	Date:
Signature of	issuing authority:	Date:

CITY COUNCIL CHECKLIST 6/11/2021

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	VII	Recommendation to MNDOT by 11/23/20 -	ongoing
Handicap Restroom at Grand/Public	8/26/2019	Meyer	CM, Thole	Open 04/01/2021	6/30/2021
Broadband Exploration	4/20/2017	Meyer	CM,committee	CDBG-CV Opportunity - Grant Submitted	ongoing
Downtown Renovation Fund	9/22/2014	Meyer	CM,	2 Applications approved	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	Virtual Open House	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	Contract for approval - pre construction meeting held	2021
Climbing Wall at Pool	8/26/2019	Volk	Parks	Application approved - prepare for install	5/31/2021
Madison Gateway Sign	9/23/2020	Thole	Thole, VH	Training held 6/4/21, lighting and metal to be installed	6/30/2021



Real People. Real Solutions.

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

June 3, 2021

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

RE: Crack Sealing – Contractor's Application for Payment

City of Madison, Minnesota Project No.: 0W1.123660

Dear Val:

Enclosed please find one copy of the Contractor's Application for Payment No. 1 for the crack sealing project. This will be the only pay application on this project. Also enclosed is a copy of the Contractor's Affidavit for your records.

The contract amount was \$12,962.00, based on 32,000 feet of crack sealing to be completed. The actual quantity of crack sealing completed was more than that, measuring 45,281 feet. This is a result of measuring the cracks in the fall of 2020, and additional cracks developing over the winter. The final construction cost is \$5,024.49 more than the original contract amount.

We have reviewed these items and recommend approval of the pay application in the amount of \$17,986.49. Please review the pay application and, if acceptable, sign and date it. Keep the original for your files, send a copy to KAMCO, Inc. with payment, and send a copy to me.

Thank you for taking the time to review this pay application. Please feel free to call me if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Kent Louwagie, P.E.

City Engineer

Enclosure

Owner:	pplication for Payment City of Madison		Owner	's Project No.:		
Engineer:	Bolton & Menk, Inc.			er's Project No.:	0)1/4 422	
Contractor:	KAMCO Inc.			Project No.:	0W1.123	660
Project:	2021 Crack Sealing		_	roject No		
Contract:	2021 Crack Sealing					
Application I	No.: 1	Applicat	ion Date:	E /2E /2024		
Application I	Period: From	5/1/2021	to	5/25/2021 5/25/2021		
1. Orig	ginal Contract Price			3/23/2021		
	change by Change Ord	ers			\$	12,962.00
3. Cur	rent Contract Price (Line	e 1 + Line 2)		1 .	\$ \$	-
4. Tota	al Work completed and	materials stored to	data		\$	12,962.00
(Sur	m of Column G Lump Su	Im Total and Column	n I I Ini+ Drice	T-+-1\		
5. Reta	ainage	otal alla colalili	in a only Price	rotai)	\$	17,986.49
a.	X \$ 1	17,986.49 Work Co	mploted			
b.		- Stored M			\$	
c.	Total Retainage (Line 5	a + line 5 h)	laterials		\$ \$ \$	<u> </u>
6. Amo	ount eligible to date (Lir	ne 1 - Line 5.b)			\$	
7. Less	previous payments (Lir	ne 6 from prior and	:		\$	17,986.49
	process payments (En	ie o irom prior appi	ication)			
8. Amo	Ount dile this application				1	
8. Amo	ount due this application	n rotoinass (Lissa a L			\$	17,986.49
9. Bala Contractor's (The undersigne (1) All previous account to disc Payment; (2) Title to all W	nce to finish, including Certification ed Contractor certifies, to progress payments receive harge Contractor's legitim /ork, materials and equiper	the best of its knowle ved from Owner on ac nate obligations incurr	dge, the follow ecount of Wor red in connect	ving: k done under the on with the Work	Contract have b	or Applications for
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Owner.	Owner:								Contractor's Application for Payment	plication	for Payment
Cwile.											
Engineer:									Owner's Project No.:		The Paris and th
Contractor:	or: KAMCO Inc.								Engineer's Project No.:	0	0W1.123660
Project:	2021 Crack Sealing								Contractor's Project No.:	No.:	
Contract:										'	
Application No.:	on No.: 1 Application Period:	From	05/01/21	t	05/25/21						
A	В	ر	٥						Applica	Application Date:	05/25/21
		,	0	4	_	9	H	_		K	-
			Contrac	Contract Information		Work C	Work Completed			4	-
						Continuation			Work Completed	% of	
Rid Item					Value of Bid Item	Quantity	Value of Work Completed to Date	Value of Work Completed to Date Materials Currently	and Materials	Value of	
No.	Description	Item Quantity	Units	Unit Price (5)	(CXE) (S)	Incorporated in	(E X G)	Stored (not in G)			balance to Finish (F - J)
					Original Contract		(4)	(6)	(5)	(%)	(\$)
1	MOBILIZATION	1.00	1.00 LUMP SUM	1.00		4.00					
2	SEAL BITUMINOUS PAVEMENT CRACKS	16 000 11N ET	INCT	000		1.00	1.00		1.00	100%	
3	ROUT & SEAL BITUMINOUS PAVEMENT CRACKS	16 000 LINET	LINICA	0.29		24,181	7,012.49		7,012.49	151%	(7.377.49)
4	TRAFFIC CONTROL	100	LIN TI	0.52	8,320.00	21,100	10,972.00		10.972.00	137%	(7 652 00)
		1.00	1.00 LUMP SUM	1.00	1.00	1.00	1.00		1 00	1000/	(2,032.0
			Original	Original Contract Totals \$	\$ 12,962.00			. \$	\$ 17,986.49	139% \$	(5,024,49)
										1	
			The state of the s		Change Orders						
					1					-	
							•				
2			Chang	Change Order Totals				. \$		\$	
				Original	Original Contract and Change						
				Droinet Totale ¢	command and change						



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 3-Jun-2021 10:26:52 AM

Confirmation Number:

0-491-212-960

Name:

KAMCO INC

ID:

4807429

Affidavit Number:

185339904

Project Owner:

CITY OF MADISON

Project Number:

0W1.123660

Project Begin Date:

Project End Date:

5/12/2021 5/17/2021

Project Location:

CITY OF MADISON

Project Amount:

\$17,986.49

Subcontractors:

No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 26th day of May in the year 2021 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Madison 404 Sixth Avenue Madison, MN 56256

and the Contractor:

(Name, legal status, address and other information)

Roof Company NA, Inc. 5565 Quam Avenue NE Saint Michael, MN 55376

for the following Project: (Name, location and detailed description)

Madison City Hall Roofing Project 404 Sixth Avenue Madison, MN 56256

Madison City Hall Roof Replacement and Exterior Rehab

The Architect:

(Name, legal status, address and other information)

MacDonald & Mack Architects 400 South 4th Street Minneapolis, MN 55415

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- CONTRACT SUM
- **PAYMENTS**
- **DISPUTE RESOLUTION**
- **TERMINATION OR SUSPENSION**
- **MISCELLANEOUS PROVISIONS**
- **ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

THE CONTRACT DOCUMENTS ARTICLE 1

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- [] The date of this Agreement.
- [X] A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

- § 3.2 The Contract Time shall be measured from the date of commencement of the Work.
- § 3.3 Substantial Completion
- § 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

]	Not later than	() calendar days from the date of c	commencement of the Work.
--	---	----------------	--------------------------------------	---------------------------

Init.

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[X] By the following date: September 1, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirty Four Thousand Three Hundred Seven Dollars (\$234,307.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1: Balcony Repairs	ADD – Five Thousand Five Hundred Dollars (\$5,500.00)
Alternate No. 2: Basement Stair	NO CHANGE
Enclosure Roof	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Price

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

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User Notes:

(879457858)

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

See RD 1942-A, Guide 27, Attachment 3

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

1	Arbitration pursuant to Section 15.4 of AIA Document A201-		
X]	Litigation in a court of competent jurisdiction		
]	Other (Specify)		

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Val Halvorson

City of Madison, MN

Email: Val.Halvorson@ci.madison.mn.us

Phone: 320-598-7373

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Martin Duenow

Roof Company NA, Inc.

5565 Quam Avenue NE, Saint Michael, MN 55376

Email: martyd@roofcomn.com

Phone: 612-685-6132

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM—2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

See RD 1942-A, Guide 27, Attachment 3

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor

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.2 AIA Document A101TM–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201TM_2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.5 Drawings - See Project Drawings dated June 15, 2020

Number Title

.6 Specifications - Project Manual dated January 20, 2021

Section Title Date Pages

Date

.7 Addenda, if any:

 Number
 Date
 Pages

 Addendum #1
 2/18/2021
 2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Table deleted)(Paragraphs deleted) (Paragraphs deleted)

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM—2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Memorandum, Drawings and Scope of Work Form

RD 1942-A, Guide 27, Attachment 3 (Attachment to AIA Document A101-2017)

RD 1940-Q, Exhibit A-1 (Certification for Contracts, Grants, & Loans)

RD 400-6 (Compliance Statement)

AD-1048 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion)

MN RD 1900-D Guide 2 (Bidder/Quoter/Contractor Conflict of Interest)

RD 1942-A Guide 27, Attachment 4 (Attachment to AIA Document A201-2017)

RD 1901-E, Exhibit D, (Rev 4/2011) "Goals and Timetables for Minorities and Women"

This Agreement entered into as of the day and year first written above.

See RD 1942-A, Guide 27, Attachment 3, page 4 (Table deleted)

Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:09:32 ET on 05/24/2021.

PAGE 1

AGREEMENT made as of the 26th day of May in the year 2021

City of Madison 404 Sixth Avenue Madison, MN 56256

Roof Company NA, Inc. 5565 Quam Avenue NE Saint Michael, MN 55376

(Name, location and detailed description)

Madison City Hall Roofing Project 404 Sixth Avenue Madison, MN 56256

Madison City Hall Roof Replacement and Exterior Rehab

MacDonald & Mack Architects 400 South 4th Street Minneapolis, MN 55415 PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner. **PAGE 3**

[X] By the following date: September 1, 2021

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirty Four Thousand Three Hundred Seven Dollars (\$ 234,307.00), subject to additions and deductions as provided in the Contract Documents.

Alternate No. 1: Balcony Repairs Alternate No. 2: Basement Stair **Enclosure Roof**

ADD - Five Thousand Five Hundred Dollars (\$5,500.00) NO CHANGE

Roof Sheathing	21 Square Feet (base bid)	<u>\$5.00</u>
Metal Soffit	30 Linear Feet (base bid)	\$12.00
Brick Repointing	260 Square Feet (base bid)	\$22.00
Stone Repointing	40 Square Feet (base bid)	<u>\$16.00</u>
Brick Replacement	94 Square Feet (base bid)	\$85.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

See RD 1942-A, Guide 27, Attachment 3

PAGE 5

Litigation in a court of competent jurisdiction [X]PAGE 6

Val Halvorson City of Madison, MN Email: Val.Halvorson@ci.madison.mn.us

Phone: 320-598-7373

Martin Duenow

Roof Company NA, Inc.

5565 Quam Avenue NE, Saint Michael, MN 55376

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Email: martyd@roofcomn.com Phone: 612-685-6132 See RD 1942-A, Guide 27, Attachment 3 PAGE 7 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203 2013 incorporated into this Agreement.) Drawings. 5 Drawings - See Project Drawings dated June 15, 2020 .6 Specifications - Project Manual dated January 20, 2021 Addendum #1 2/18/2021 2 Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.) AIA Document E204TM 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.) The Sustainability Plan: **Title Date**

> (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Pages

Date

Pages 4 1

Memorandum, Drawings and Scope of Work Form RD 1942-A, Guide 27, Attachment 3 (Attachment to AIA Document A101-2017)

RD 1940-Q, Exhibit A-1 (Certification for Contracts, Grants, & Loans)

Supplementary and other Conditions of the Contract:

Title

Document

RD 400-6 (Compliance Statement)
AD-1048 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion)
MN RD 1900-D Guide 2 (Bidder/Quoter/Contractor Conflict of Interest)
RD 1942-A Guide 27, Attachment 4 (Attachment to AIA Document A201-2017)
RD 1901-E, Exhibit D, (Rev 4/2011) "Goals and Timetables for Minorities and Women"

See RD 1942-A, Guide 27, Attachment 3, page 4	
OWNER (Signature)	CONTRACTOR (Signature)
(Printed name and title)	(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Karen Cooke, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:09:32 ET on 05/24/2021 under Order No. 8601769642 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101TM – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Haren A. Cooke	i.
(Signed)	
Office Manager	
(Title)	
5/24/2021	
(Dated)	

ATTACHMENT TO AIA DOCUMENT A101-2017, Standard Form of Agreement Between Owner and Contractor

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Delete paragraph 3.1 and substitute the following:

3.1 The date of commencement shall be contained in the Notice to Proceed.

Replace paragraph 3.3.3 with the following:

If the work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. The Contractor shall pay to the Owner liquidated damages in the sum of \$ ______ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 5, PAYMENTS

Insert "ten" and "10" in the appropriate spaces in subparagraph 5.1.3.

Delete the following from clause 5.1.6.2:

(or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing)

(00-00-00) PN 000

Insert the following sentences in subparagraph 5.1.7.1:

The amount retained shall be 10% of the value of Work until 50% of the Work has been completed or a withholding of equal or greater value, such as, 5% for the full duration of the project. If 10% is held, at 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of Work completed.

ARTICLE 8, MISCELLANEOUS PROVISIONS

Add the following subparagraph to paragraph 8.7:

8.7.1 This Agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidences by the signature of a duly authorized representative of the Agency in the space provided at the end of this Attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment thereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 9.1.3:

Attachment to the Standard Form of Agreement Between Owner and Contractor (this Attachment)

General Conditions of the Contract for Construction, AIA A201-2017

Attachment to the General Conditions of the Contract for Construction (RD Instruction 1942-A, Guide 27, Attachment 4)

Special Conditions

Subparagraph 9.1.7:

Invitation for Bids (Form RD 1924-5)
Instructions to Bidders, AIA A701-1997
Attachment to the Instructions to Bidders (RD Instruction 1924-A, Guide 27, Attachment 2)
Bid Form
Bid Bond
Compliance Statement (Form RD 400-6)
Payment Bond
Performance Bond
Certification Regarding Debarment, Suspension,
 Ineligibility and Voluntary Exclusion - Lower Tier
 Covered Transactions (Form AD 1048)
Disclosure of Lobbying Activities (SF-LLL)
Certification for Contracts, Grants and Loans (RD
Instruction 1940-Q, Exhibit A-1)

Delete the signature block on page 7 of this Agreement, and substitute the block on the following page:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

	OWNER:
ATTEST:	Ву
Type Name	Type Name
Title	Title
Date	Date
•	CONTRACTOR:
ATROOF: Company NA INC/Marty Duenow	By Perry Hartwig
ATROOF: Company NA INC/Marty Duenow Type Name Marty Duenow	Type Name Perry Hartwig
Title VP of Operations	Title President
Date <u>6/2/21</u>	Date 6/2/2021
AGENCY CONCURRENCE:	
Ву	
Type Name	
Title	
Date	

The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment hereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

CITY OF MADISON, MINNESOTA RESOLUTION 21-23

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

RESOLUTION TEMPORARILY WAIVING THE LIQUOR ORDINANCE AT THE FLAGS OF HONOR DURING THE JUNE 30, 2021 BLOCK PARTY FROM 5PM TO 8PM

WHEREAS the Madison Chamber of Commerce will be hosting a community Block Party on June 30, 2021 between 5pm and 8pm at The Flags of Honor; and

WHEREAS the Block Party organizers wish to have beer as well as non-alcoholic beverages served by the VFW during the event. Appropriate liquor licenses for this event are required.

NOW THEREFORE BE IT RESOLVED that the City Council of Madison, Lac qui Parle County, Minnesota temporarily waives the liquor ordinance banning the consumption of alcoholic beverages in City Parks for the period of the Block Party on June 30, 2021 between the hours of 5pm and 8pm.

Upon vote taken thereon, the	e following voted:
For: Against:	
Absent:	
Whereupon said Resolution of June, 2021.	No. 21-23 was declared duly passed and adopted this 14 th day
	Attest:
Greg Thole	Christine Enderson
Mayor	City Clerk

City of Madison Procurement Standards Policy

Adopted:_			
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In December 2013, the United States Office of Management and Budget (OMB) issued comprehensive grant reform rules titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." This issuance created standards for a set of rules that must be followed for expenditures that are funded with federal grant dollars. As the City of Madison may use federal funding, the City is required to adopt and implement the following set of procurement standards which must be followed by all City departments utilizing federal grant dollars.

Conflicts of Interest

No employee, officer, or agent of the City of Madison will participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City of Madison must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the financial interest is not substantial or the gift is an unsolicited item of nominal value. Officers, employees, or agents of the City of Madison will apply disciplinary actions for violations of such standards.

Because of relationships with a parent company, affiliate, or subsidiary organization, City of Madison is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization and will not procure with those organizations.

Procurement Under Federal Awards

Procurement of goods and services whose costs are charged to federal awards received by the City of Madison are subject to all of the specific purchasing policies of the organization. In addition, procurements associated with Federal awards are subject to the following supplemental policies:

- 1. City of Madison will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase.
- 2. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- 3. City of Madison will consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services, and using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- 4. City of Madison will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- 5. City of Madison will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 6. All procurement transactions will be conducted in a manner providing full and open competition. All prequalified lists of persons, firms, or products, which are used in acquiring goods and services, will be current and include enough

qualified sources to ensure maximum open and free competition. Potential bidders will not be precluded from qualifying during the solicitation period.

- 7. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand, which must be met by offers, must be clearly stated. All solicitations will also identify all requirements, which the offerors must fulfill, and all other factors to be used in evaluating bids or proposals.
- 8. All necessary affirmative steps will be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 9. A cost or price analysis will be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, City of Madison will make independent estimates before receiving bids or proposals.
- 10. All procurement files will be made available for inspection upon request by a Federal awarding agency.
- 11. All contracts will require the contractor to certify in writing that it has not been suspended or disbarred from doing business with any federal agency.

Methods of Procurement

City of Madison will use one of the following methods of procurement.

- 1. <u>Procurement by micro-purchases</u>. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price reasonable.
- 2. <u>Procurement by small purchase procedures</u>. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost more than Micro-Purchases (currently \$10,000) but do not cost more than the Simplified Acquisition Threshold (currently \$250,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources, which in this context means two sources, informal documented phone conversation or web search can suffice.
- 3. <u>Procurement by sealed bids (formal advertising)</u>. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

All purchases of at least \$25,000, but less than \$250,000, shall be made by obtaining written quotations from at least two responsible vendors. All purchases of \$250,000 or more shall be made by obtaining competitive proposals from at least two responsible vendors. Sealed bids shall be utilized when required by the Federal awarding agency. In order for sealed bidding to be feasible, the following conditions will be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business;
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.
- 4. <u>Procurement by competitive proposals</u>. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- 5. <u>Procurement by noncompetitive proposals</u>. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation:
 - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - d. After solicitation of a number of sources, competition is determined inadequate.

Suspension and Debarment

City of Madison will review all grant purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. This list is available on the EPLS site at -https://www.sam.gov/. If a match is found, the applicable program manager will be notified directly and accounting will not process the requisition. All results of searches will be attached to the filed paperwork for verification of search.

Provisions Included in all Contracts

It is the policy of City of Madison to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and sub awards:

- 1. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) shall contain contractual provisions or conditions that allow for administrative, contractual, or legalremedies in instances in which a contractor violates or breaches the contract terms.
- 2. **Termination:** All contracts in excess of \$10,000 shall contain suitable provisions for termination by City of Madison, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
- 3. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by City of Madison and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of City of Madison to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. City of Madison shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. City of Madison shall report all suspected or reported violations to the Federal awarding agency.
- 5. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): [Where applicable] All contracts awarded by City of Madison in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of notless than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
- 6. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and City of Madison in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7. Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended: Contracts and subawards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et

seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 8. **Debarment and Suspension (E.O.s 12549 and 12689):** For all contracts, City of Madison shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.
- 9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or Subgrants of \$100,000 or more, City of Madison shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing **or** attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, City of Madison shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.
- 10. **Buy America (23 U.S.C. 313):** In conformance with the provisions of the U.S. Code of Federal Regulations 23 CFR 635.410 the contractor will furnish and use only steel and iron materials that have been melted and manufactured in the United States. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

All bids must be based on furnishing domestic iron and steel, which includes the application of the coating, except where the cost of iron and steel materials incorporated in the work does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500.00, whichever is greater. The use of foreign iron and steel materials for particular contract items may be approved provided the bidder submits a stipulation identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s), for one or more of the contract bid items. The contractor shall submit a "Stipulation for Foreign Iron or Steel Materials" form for each stipulation with the contractor's proposal. If the contractor chooses to use ANY non-domestic iron or steel, the contractor must submit a stipulation with the proposal.

Prior to performing work, the contractor shall submit to the City of Madison Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.

CITY OF MADISON PROCUREMENT CHECKLIST

To comply with City of Madison's Federal Procurement Standards Policy, 2 CFR 200 Uniform Guidance, and other contractual requirements, completion of this form is required.

This form must be retained by the Project Manager with all supporting documentation upon completion of the purchase. Failure to do so will result in noncompliance with Federal requirements.

roject Name:		
escribe the good and services being procured:		
ELECT WHICH METHOD OF PROCUREMENT YO		
Small Purchase	(between \$10,000 -	\$249,999)
List the two quotations/proposals solicited a Vendor/Contractor Name Item/Service	nd received. <u>Total Cost</u>	Other Consideration:
1	· · · · · · · · · · · · · · · · · · ·	other consideration.
2		
Simplified Acquisition Reference: CRF 200.320 as your guide for add	(> \$250,000)	mants
□ Competitive Proposal process used		ments
List the three bids/proposals solicited and re		
<u>Vendor/Contractor Name</u> <u>Item/Service</u>	<u>Total Cost</u>	Other Consideration:
1	_	
2	_	
3	_	
heck the reason you chose this vendor/contrac	-	
□ Vendor/contractor was the lowest bidde		·harthan law hid) *
☐ Vendor/contractor provided the best-eval☐ Vendor/contractor establishes or maintal	•	
☐ Compatibility with other components of		opinions, or teerimear capacity
☐ Only vendor/contract that meets pre-est		cteristics.*
☐ Vendor/contractor specifically identified	within award ducmentation	.*
□ Other.*		
REQUIRIES EXPLANATION. Also, attach any/all	supporting documentation	·

Price/Cost Analysis based on:					
	Adeq	uate price compet	ition		Comparison to similar items *
	Catalo	og/market pricing		Cost/b	enefit analysis *
	Histor	rical pricing		Award	specifically identifies
☐ Other.*					
*REQURIES EXPLANATION. Als	o, attach any/all suppo	rting documentat	tion.		
□ Sole Source		Ψ.			
☐ Item/service only a				4	
	mpelling urgency preclu	•	-	ition.*	
	is the only provider of	this good or servic	ce.*		
Other.*			••		
*REQUIRES EXPLANATION. Als	o, attach any/all suppo	rting documentat	tion.		
2 CRF Part 200 requires that Cit	ty of Madison takes affi	rmative stens to a	iccuro th	at mina	prity hysinassas, waman's
•		•		ut mino	inty businesses, women's
business enterprises, and labor	•	•	е.		
Were any of the following grou	ps solicited for triis purt Small		men-ov	ام م ما	☐ Service disabled
				med	☐ Service disabled
LI If not calicited avalois why not	Disadvantaged □	Veteran-owned		atad av	valaia why aat.
If not solicited, explain why not	<u>.:</u>	If solicited and i	not seie	ctea, ex	plain why not:
		1			
Name of vendor/contractor se	lected for work:				
	Suspension/Debarme	nt checked online	(https:/	/w/w/w/ s	am gov)
П	Contract/agreement		(,	ago v)
	Form W-9 received	Accured			
	Insurance certificate r	eceived			
			nent Po	licy Prov	visions (i.e. Buy America)
_	200amentation as let	janea by i loculen		, 1100	Date
					<u> </u>
Preparer Print & Sign:					
riepaiei riilit & Jigii.			_		
Project Manager Print & Sign:					
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SCHEDULED CLAIMS LIST

UP CK#61277 - 61304

					U	11		41004
INVOICE#	LINE	DUE Date	INVOICE DATE	REFERENCE	PAYMENT Amount	DIST	GL ACCOUNT	CK SQ
S187004943	1	6/01/21	3809 . 6/01/21	BANK 1 - KLEIN/UNITED PRAIRIE ARS, LLC GRAND-LEAK REPAIR-MEB INVOICE TOTAL	552.00 552.00	101	101-45181-520	1
				VENDOR TOTAL	552.00			
63754	1	6/01/21	266 6/01/21	BOND TRUST SERVICES NEW INT PAY/2021 REFUND#339224 INVOICE TOTAL	51,235.14 51,235.14	350	350-47000-602	1
63772	1	6/01/21	6/01/21	NEW INT-PAYING AGT FEE #63772P INVOICE TOTAL	475.00 475.00	350	350-47000-602	1
				VENDOR TOTAL	51,710.14			
060121	1	6/01/21	3235 6/01/21	GARY BORAAS PARKS-SLEN PARK LANDSCAPING INVOICE TOTAL	470.00 470.00	101	101-45200-406	1
				VENDOR TOTAL	470.00			
060121	1 2	6/01/21	6/01/21	CAMERON CALLAWAY UTIL DEP/INT REF-C CALLAWAY UTIL DEP/INT REF-C CALLAWAY INVOICE TOTAL	95.96 .79 96.75	604 604	604-22000 604-49590-602	1
				VENDOR TOTAL	96.75			
060121	1 2	6/01/21	6/01/21	BRANDON CITROWSKE UTIL DEPOSIT REF-B CITROWSKE UTIL INTEREST REF-B CITROWSKE INVOICE TOTAL	91.05 1.88 92.93	604 604	604-22000 604-49590-602	1
				VENDOR TOTAL	92.93			
060121A	1	6/01/21	510 (6/01/21 9	CITY OF MADISON OTH STR LIFT PUMP-UTIL 5/21 INVOICE TOTAL	30.56 30.56	602	602-49460-380	1
060121AA	1	6/01/21	6/01/21 5	SLEN TENNIS COURTS-UTIL 5/21 INVOICE TOTAL	18.94 18.94	101	101-45200-380	1
060121B	1	6/01/21	6/01/21 A	MB GARAGE-UTIL 5/21 INVOICE TOTAL	127.70 127.70	201	201-44100-380	1
060121BB	1	6/01/21	6/01/21 S	TR LIGHTING-UTIL 5/21 INVOICE TOTAL	2,089.48 2,089.48	101	101-43100-381	1
060121C	1	6/01/21	6/01/21 A	VE OF FLAGS-UTIL 5/21 INVOICE TOTAL	50.77 50.77	101	101-45200-380	1
060121CC	1	6/01/21	6/01/21 U	NAPPR-STRM SEWER-UTIL 5/21 INVOICE TOTAL	103.63 103.63	101	101-49250-380	1
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INVOICE#	LINE	DUE Date	INVOICE DATE R	EFERENCE	PAYMENT Amount		GL ACCOUNT	CK SQ
060121D	1	6/01/21	6/01/21 B	LOCK 48-UTIL 5/21 INVOICE	32.72 TOTAL 32.72		101-49250-380	1
060121DD	1	6/01/21	. 6/01/21 SI	EW-UTIL 5/21 INVOICE	187.04 TOTAL 187.04	602	602-49450-380	1
060121E	1	6/01/21	6/01/21 BI	LOCK 48-UTIL 5/21 INVOICE	10.87 TOTAL 10.87	101	101-49250-380	1
060121EE	1	6/01/21	6/01/21 WT	T TOWER-UTIL 5/21 INVOICE	87.46 TOTAL 87.46	601	601-49430-380	1
060121F	1	6/01/21	6/01/21 BL	OCK 48-UTIL 5/21 INVOICE	12.56 TOTAL 12.56	101	101-49250-380	1
060121FF	1	6/01/21	6/01/21 WT	TREAT PLANT- UTIL 5/21 INVOICE 1		601	601-49400-380	1
060121G	1	6/01/21	6/01/21 CT	Y GARAGE-UTIL 5/21 INVOICE 1	37.66 TOTAL 37.66	101	101-43100-380	1
060121GG	1	6/01/21	6/01/21 WE	ST SUBSTATION-FIRE-UTIL INVOICE T		604	604-49570-380	1
060121H	1	6/01/21	6/01/21 CT	Y HALL-UTIL 5/21 INVOICE T	456.27 OTAL 456.27	101	101-41940-380	1
060121I	1	6/01/21	6/01/21 FI/	ARWAY VEIW LIFT-UTIL 5/2 INVOICE T		602	602-49460-380	1
0601213	1	6/01/21	6/01/21 FIF	RE HALL-UTIL 5/21 INVOICE TO	228.00 OTAL 228.00	101	101-42200-380	1
060121K	1	6/01/21	6/01/21 FIR	RE HYDRANTS-UTIL 5/21 INVOICE TO	271.85 OTAL 271.85	101	101-42200-380	1
060121L	1	6/01/21	6/01/21 GRA	AND PARK-UTIL 5/21 INVOICE TO	10.87 DTAL 10.87	101	101-45200-380	1
060121M	1	6/01/21	6/01/21 HWY	' 40 DET POND-UTIL 5/21 INVOICE TO	18.00 DTAL 18.00	605	605-49600-380	1
060121N	1	6/01/21	6/01/21 HWY	40 WELLHOUSE-UTIL 5/21 INVOICE TO		601	601-49400-380	1
0601210	1	6/01/21	6/01/21 SK	RINK-UTIL 5/21 INVOICE TO	151.55	101	101-45127-380	1
060121P	1	6/01/21	6/01/21 JAC	OBSON RESTROOM-UTIL 5/21 INVOICE TO	165.74	101	101-45200-380	1
060121Q	1	6/01/21	6/01/21 JAC	OBSON PARK-UTIL 5/21 INVOICE TO	130.20	101	101-45200-380	1

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City of Madison MN

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INVOICE#	LINE	DUE Date	INVOICE DATE REFE	ERENCE	PAYMENT Amount		GL ACCOUNT	CK SQ
060121R	1	6/01/21	6/01/21 LIQ-	UTIL 5/21 INVOICE TOTAL	356.69 356.69	609	609-49750-380	1
0601215	1	6/01/21	6/01/21 MEM	FIELD-UTIL 5/21 INVOICE TOTAL	187.75 187.75	101	101-45200-380	1
060121T	1	6/01/21	6/01/21 LIB-	UTIL 5/21 INVOICE TOTAL	255.96 255.96	101	101-45500-380	1
060121U	1	6/01/21	6/01/21 MAIN	STR GARBAGE-UTIL 5/21 INVOICE TOTAL	87.39 87.39	101	101-43100-380	1
060121V	1	6/01/21	6/01/21 PR A	RTS-UTIL 5/21 INVOICE TOTAL	123.54 123.54	101	101-45180-380	1
060121W	1	6/01/21	6/01/21 PUBL	IC RESTOOM-UTIL 5/21 INVOICE TOTAL	90.19 90.19	101	101-45200-380	1
060121X	1	6/01/21	6/01/21 PUB V PUB V	VORKS BLDG-UTIL 5/21 VORKS BLDG-UTIL 5/21 INVOICE TOTAL	120.98 120.98 241.96	101 604	101-43100-380 604-49570-380	1 1
060121Y	1	6/01/21	6/01/21 REC F	TELD-UTIL 5/21 INVOICE TOTAL	276.35 276.35	101	101-45200-380	1
060121Z	1	6/01/21	6/01/21 SLEN	POOL/SHELTER-UTIL 5/21 INVOICE TOTAL	394.35 394.35	101	101-45124-380	1
0612021	1	6/01/21	6/01/21 UTIL	DEPOSIT REF-M FITZGERALD INVOICE TOTAL	36.46 36.46	604	604-22000	1
06012021	1	6/01/21	6/01/21 UTIL	DEPOSIT REF-C CALLOWAY INVOICE TOTAL	54.04 54.04	604	604-22000	2
060121	1	6/01/21	6/01/21 UTIL	DEPOSIT REF-B CITROWSKE INVOICE TOTAL	58.95 58.95	604	604-22000	2
				VENDOR TOTAL	8,340.40			
060121	1	6/01/21	621 MARIA 6/01/21 AMB-RI	CROATT ENEWAL FEE-EMT LICENSE INVOICE TOTAL	20.00 20.00	201	201-44100-180	1
				VENDOR TOTAL	20.00			
60121	1	6/01/21	3382 ENGESM 6/01/21 AMB-RC	OE, BRITTANY DLLS FOR EMTS-EMS WEEK INVOICE TOTAL	99.84 99.84	101	101-41110-390	1
				VENDOR TOTAL	99.84			
60121	1 2	6/01/21	3807 MATT F 6/01/21 UTIL D UTIL I	ITZGERALD EPOSIT REFUND-M FITZGERA NT REFUND-M FITZGERALD		604 604	604-22000 604-49590-602	1 1
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INVOICE#	LINE	DUE Date	INVOICE DATE	REFERENCE		PAYMENT Amount	DIST	GL ACCOUNT	CK SQ
					INVOICE TOTAL	113.85	-		
					VENDOR TOTAL	113.85			
060121	1	. 6/01/21		FRONTIER COMMUNI CTY HALL-FIRE AL		57.58 57.58	101	101-41320-321	1
					VENDOR TOTAL	57.58			
060121	1	6/01/21		VAL HALVORSON ADMIN-CELL PHONE	REIMB INVOICE TOTAL	78.29 78.29	101	101-41320-325	1
					VENDOR TOTAL	78.29			
060121	1	6/01/21		CHRIS HANSEN AMB-PARTTIME WAG	ES-C HANSEN INVOICE TOTAL	24.00 24.00	201	201-44100-103	1
					VENDOR TOTAL	24.00			
JT21-146-02	1	5/28/21		JT SERVICES ELEC-JACKET SEAL	INVOICE TOTAL	1,175.00 1,175.00	604	604-49570-227	1
JT21-146-04	1	5/28/21	5/28/21	ELEC-HOSPITAL PR	OJECT INVOICE TOTAL	147.60 147.60	604	604-49570-227	, 1
					VENDOR TOTAL	1,322.60			
060121	1	6/01/21	3218 6/01/21	JUSTIN WEBER GRAND-LEAK REPAII	RS INVOICE TOTAL	360.00 360.00	101	101-45181-520	1
					VENDOR TOTAL	360.00			
060121	1	6/01/21	1324 6/01/21	LQP COUNTY AIRPOR ANNUAL APPROPRIAT	RT TIONS-2021 INVOICE TOTAL	7,000.00 7,000.00	101	101-46600-486	1
					VENDOR TOTAL	7,000.00			
052821	1	5/28/21	1556 5/28/21 /	MADISON AMBULANCE AMB-SUPPLIES FOR	SERVICE AMB EVENTS INVOICE TOTAL	536.25 536.25	201	201-44100-217	1
					VENDOR TOTAL	536.25			
052821	1 2 3 4	5/28/21	5/28/21 E	MADISON AUTO PART ELEC-METRIC HEX STR-OIL FILTERS/B STR-SPARK PLUG STR-OIL FILTER		16.99 49.73 2.49 11.53	604 101 101 101	604-49570-240 101-43100-221 101-43100-221 101-43100-221	1 1 1 1
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INVOICE#	LINE	DUE Date	INVOICE DATE	REFERENCE		PAYMENT Amount	DIST	GL ACCOUNT	CK SQ
	5 6			STR-OIL FILTER PARKS-OIL/OIL F	ILTER INVOICE TOTAL	16.40 43.58 140.72	101 101	101-43100-221 101-45200-221	1 1
					VENDOR TOTAL	140.72			
060121	1	6/01/21	1573 6/01/21	MADISON CEMETERY ANNUAL APPROPRIA	Y ASSOCIAT NTEIONS 2021 INVOICE TOTAL	3,500.00 3,500.00	101	101-46600-496	1
					VENDOR TOTAL	3,500.00			
36105	1	6/01/21	1623 6/01/21	MADISON WELDING SEW-PRESS SHAFT/	& REPAIR, INC 'BEARINGS INVOICE TOTAL	23.75 23.75	602	602-49450-404	1
36113	1	6/01/21	6/01/21	ELEC-REBAR	INVOICE TOTAL	22.40 22.40	604	604-49570-583	1
36116	1	6/01/21	6/01/21	ELEC-NEW CITY SI	GN INVOICE TOTAL	120.32 120.32	604	604-49590-520	1
					VENDOR TOTAL	166.47			
052821	1 2	5/28/21		DUSTIN REDEPENNI ENVIRO-INSPECT ENVIRO-MOWING	INVOICE TOTAL	160.00 420.00 580.00	101 101	101-44140-409 101-44140-409	1 1
					VENDOR TOTAL	580.00			
052821	1	5/28/21		MISSOURI RIVER E ELEC-MISC SCANNI		156.20 156.20	604	604-49570-409	1
					VENDOR TOTAL	156.20			
060121	1	6/01/21		MN ENERGY RESOUR SEW-NAT GAS 5/21		45.72 45.72	602	602-49450-380	1
					VENDOR TOTAL	45.72		¥	
0690121	1	6/01/21		RICHARD NEWMAN PARKS-MEM FIELD-	BENCH-GAS REIM INVOICE TOTAL	45.00 45.00	101	101-45200-443	1
					VENDOR TOTAL	45.00			
21021	1	5/28/21	3610 5/28/21	BLAIN JOHNSON PUB SAFETY-EMERG	PRO 5/21 INVOICE TOTAL	400.00 400.00	101	101-42100-409	1
					VENDOR TOTAL	400.00			
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INVOICE#	LINE	DUE Date	INVOICE DATE	REFERENCE		PAYMENT Amount	DIST (GL ACCOUNT	CK SQ
060121	1 2	6/01/21	2490 6/01/21	NICOLE SIEDSCHLA CTY HALL-CLEAN 6 PUB WORKS-CLEAN	5/21	975.00 60.00 1,035.00	101 604	101-41940-310 604-49590-310	1
					VENDOR TOTAL	1,035.00			
060121	1	6/01/21	2620 6/01/21	SWENSON NELSON & CTY ATT-LEGAL FE	STULZ PLLC ES 6/21 INVOICE TOTAL	2,000.00 2,000.00	101	101-41610-304	1
					VENDOR TOTAL	2,000.00			
060121	1	6/01/21		ISAIAH TUCKETT ADMIN-FOLD/STUFF	ENVEL 6/21 INVOICE TOTAL	175.00 175.00	101	101-41320-202	1
					VENDOR TOTAL	175.00			
				BANK 1 - KLEIN/UN	NITED PR TOTAL	79,118.74			
						125			
				TOTAL MANUAL CHECTOTAL E-PAYMENTS TOTAL PURCH CARDS TOTAL ACH PAYMENT TOTAL OPEN PAYMENT GRAND TOTALS	S S	.00 .00 .00 .00 79,118.74 79,118.74			

Debit Card Purchases for Council Approval

Purchase Date	Vendor	Description	Amount	Acct #	Debit Card Holder
5/25/2021	Amazon	ELEC-LABEL MAKER	\$57.90	604-49570-215	Todd Erp
5/26/2021	Amazon	POOL-STRAPS	\$11.99	101-45124-210	Todd Erp
5/26/2021	Amazon	PWORKS-GARBAGE BAGS	\$28.99	604-49570-215	Todd Erp
6/2/2021	Menards	ELEC-16"X14' CONCRETE FORM-8	\$178.75	604-49570-582	David Johnson
6/8/2021	Post Master	ADMIN-POSTAGE ENF LTR-INARA	\$4.35	101-41320-322	Christine Enderson