CITY OF MADISON

AGENDA AND NOTICE OF MEETING

Regular Meeting of the City Council – 5:00 PM

Monday November 22, 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 <u>MOTION</u> is in order. (Council)

3. APPROVE MINUTES

A copy of the November 8, 2021 regular 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

Α.	Liquor License – 2022 – Approve	Page 3
В.	Mobile 311 – October 2021 – receive	Page 4
C.	Cash Investment Balance – October 2021 – receive	Page 13
D.	Computer Commuter – October 2021 – receive	Page 14
Ε.	Liquor Store Report – October 2021 – receive	Page 15
F.	Notice of USDA disbursement – receive	Page 16
G.	Madison Art Council Minutes – November 10, 2021 – receive	Page 17
Η.	Water Plant Monthly Report - October 2021 – receive	Page 19
١.	Revenue Expense Report – October 2021 – receive	Page 20
J.	Regular Drill Meeting – October 18, 2021 – receive	Page 24
К.	MEDA Loan Note Status – October 2021 – receive	Page 25

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

6. UNFINISHED AND NEW BUSINESS

Handout

Page 1

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

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B. Resolution 21-32 Establish Fire Department Wages. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

Page 28

C. Resolution 21-33 Utility Account Write Off. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

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D. Resolution 21-34 Farmers Mutual Donation. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

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- E. Resolution 21-35 Appoint Ambulance Service Officers. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
- F. Resolution 21-36 Fund Transfer. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

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G. Approve Engineer Agreement. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)

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- H. Approve CDBG CV Policies. A <u>DISCUSSION</u> and <u>MOTION</u> may be in order. (Manager, Council)
 - a. Excessive Force Policy
 - b. Certification for a Drug-Free Workplace
 - c. Fair Housing Plan of Action
 - d. Residential Anti-Displacement and Relocation Assistance Plan
 - e. Section 3 Plan
- I. 2022 Budget Discussion. A <u>DISCUSSION</u> may be in order. (Manager, Council)

7. MANAGER REPORT (Manager)

8. MAYOR/COUNCIL REPORTS (Mayor/Council)

- MMN Open House November 23rd 4-7PM
- December Meeting Dates

9. AUDITING CLAIM

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A copy of the Schedule Payment Report of bills submitted November 8, 2021 through November 22, 2021 is attached for approval for Check No. 62034 through Check No. 62067 and debit card purchases. A <u>MOTION</u> is in order.

10. ADJOURNMENT

CITY OF MADISON OFFICIAL PROCEEDINGS

MINUTES OF THE MADISON CITY COUNCIL REGULAR MEETING NOVEMBER 8, 2021

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by Acting Mayor Maynard Meyer on Monday, November 8, at 4:10 p.m. in Council Chambers at City Hall. Councilmembers present were: Acting Mayor Maynard Meyer, Mayor Greg Thole (arrived at 5:30 p.m.) Adam Conroy, and Tim Volk. Also present were: City Manager Val Halvorson and City Clerk Christine Enderson. Councilmember absent was Paul Zahrbock.

AGENDA

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

MINUTES

Upon motion by Volk, seconded by Conroy and carried, the October 25, 2021 regular meeting minutes were approved as presented.

PUBLIC PETITIONS, REQUESTS, HEARINGS AND COMMUNICATIONS

None

CONSENT AGENDA

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

ROOFING COMPANY PAY APPLICATION

Upon motion by Volk, seconded by Conroy and carried, Council approved Pay Application #4 in the amount of \$42,937.46 and Pay Application #5 in the amount of \$15,631.00 to Roof Company NA INC. This amount covers the remainder of the work completed for the City Hall roof project.

STRATEGIC PLANNING SESSION

Marcy Douglas, Missouri River Energy Service's Strategic Planning Specialist was present to facilitate a Strategic Planning Session with councilmembers, city staff and members of the community.

CITY MANAGER'S REPORT

No Report

MAYOR/COUNCIL REPORTS

No Report

DISBURSEMENTS

Upon motion by Volk, seconded by Conroy and carried, Council approved disbursements for bills submitted between October 25, 2021 and November 8, 2021. These disbursements include United Prairie Check Nos. 61970-62003. Debit card purchases made between October 1 and November 4, 2021, were also approved as listed.

There being no further business, upon motion by Conroy, seconded by Volk and carried, meeting adjourned at 6:50 p.m.

ATTEST:

Maynard Meyer – Acting Mayor

CITY OF MADISON LICENSE LIST – 2022

LIQUOR (\$500.00)

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

SUNDAY LIQUOR LICENSE (\$0.00)

After Five Supper Club VFW Happy Hour Sports Bar

ON-SALE BEER (\$50.00)

Madison Speedway

GAMES OF SKILL (\$15.00)

VFW Happy Hour Sports Bar

OFF-SALE BEER (\$50.00)

Jubilee Casey's Happy Hour Sports Bar

		C	OCTOB	ER 202	21 311	MONT	HLY CO	UNCIL REPORT	
Status	Address Number	Street Name	Work Type	Date Flagged	Flagged By	Modified Date	Last Modified By	Description	Comments
Initial Inspection Complete		Softball fields concession/ Restrooms	Vandalism		todd.erp@ci .madison.m n.us	10/27/2021 8:42:25 AM	todd.erp@ci .madison.m n.us	10/25/21 Door for concession stand was kicked in and ripped the hinges off, splitting the door jam. Womens restroom was also attempted to break in but was still intact. Footprints on both doors. Called sheriffs dept. Joe Unzen arrived, took pictures and will have a statement for	
Complete		Softball fields	Building Maintenanc e	10/27/202 1 8:28:30 AM	todd.erp@ci .madison.m n.us	10/27/2021 8:28:31 AM	todd.erp@ci .madison.m n.us	10/26/21 Removed bases from the softball fields for winter.	
Work in Progress		Softball fields	Lift Station	10/22/202 1 4:08:41 PM	todd.erp@ci .madison.m n.us	10/22/2021 4:08:42 PM	todd.erp@ci .madison.m n.us	10/22/21 Lift station alarm has alarmed 3 times in the last couple days. Need to investigate a little further.	
Complete	0	Western Guard	Pavement repair	10/22/202 1 8:59:37 AM	todd.erp@ci .madison.m n.us	10/22/2021 9:01:30 AM	todd.erp@ci .madison.m n.us	10/21/21 hole in concrete from fiber optic installation. Dallas Croatt fill with concrete.	
Complete	0	Liquor Store	Pavement repair	10/22/202 1 8:55:28 AM	todd.erp@ci .madison.m n.us	10/22/2021 8:58:12 AM	todd.erp@ci .madison.m n.us	10/21/21 Hole in parking lot at liquor store from fiber optic install. Dallas Croatt filled with concrete. Will be charging federated.	
Complete		J.F. Jacobson park Restrooms	Bathrooms	10/21/202 1 12:17:13 PM	todd.erp@ci .madison.m n.us	10/21/2021 12:17:14 PM	todd.erp@ci .madison.m n.us	10/21/21 Outside water hookups for campers winterized. Lines are unprotected from elements and temps will dip below freezing. Restroom water remains on and open.	
Notice Sent	804	4th Ave	Code Enforceme nt - Other	10/21/202 1 9:35:41 AM	todd.erp@ci .madison.m n.us	10/21/2021 1:27:45 PM		10/21/21 - TE Tree has snapped near ground level and laying on yard. Possible hazard if wind blew and rolled down yard into street. Need to be removed by homeowner.	10/21/21-Notice sent. Followup required 11/1/21.
Work in Progress		Streets and Ave.	Sweeping	10/20/202 1 4:20:08 PM	todd.erp@ci .madison.m n.us	10/20/2021 4:20:09 PM 4	todd.erp@ci .madison.m n.us	10/20/21 Street sweeping to keep leaves out of gutters. During rain, water was puddling and collecting leaves at storm grates. Cleared areas to allow water to flow. Also continuing to keep up with leaves dropping.	

Complete	South Shelter Slen Park	Bathrooms		todd.erp@ci .madison.m n.us	10/20/2021 4:08:59 PM	todd.erp@ci .madison.m n.us	10/20/21 Water turned. Need to remove fixtures/winterize. 10/20/21 Winterized. Removed plugs and fixtures to drain water in restroom and utility room. Poured antifreeze in toilet and floor drains. Locked restroom for season.	
Complete	Well house, Baseball field	Building Maintenanc e		todd.erp@ci .madison.m n.us	10/20/2021 10:25:28 AM	todd.erp@ci .madison.m n.us	10/19/21 - Shut down well and open valves to drain water. Used small pump to pump water out of pipe.	
Complete	Softball fields concession/ Restrooms	Bathrooms	10/20/202 1 10:22:19 AM	todd.erp@ci .madison.m n.us	10/20/2021 10:22:20 AM	todd.erp@ci .madison.m n.us	10/19/21 Shut main water off, and winterized restrooms and concessions. Turned power off to water heater and drained. Removed all fixtures and poured antifreeze to anything that could hold water and freeze.	
Work in Progress	Baseball Field Restrooms and concession stand	Bathrooms	10/20/202 1 10:19:47 AM	todd.erp@ci .madison.m n.us	10/20/2021 10:19:48 AM	todd.erp@ci .madison.m n.us	10/19/21 Dean removed fixtures and water heater from restroom and concessions. Alex and I poured antifreeze down drains, toilets and anything that could possibly hold water. Will take air compressor to lightly blow any residual water in lines.	
Complete	Slen Park Pool	Building Maintenanc e		todd.erp@ci .madison.m n.us	10/20/2021 4:11:23 PM	todd.erp@ci .madison.m n.us	10/15/21 Removed covers from umbrellas and slide platform at pool. Rolled up and stored in clean garbage containers for protection.	
Complete	Well house, Baseball field	Building Maintenanc e		todd.erp@ci .madison.m n.us	10/25/2021 12:05:28 PM	todd.erp@ci .madison.m n.us	10/17/21-8 a.m. I Received a call that water was spraying out of the ground behind the well house near center field of the baseball field. After shutting the water off, I assed the damage and found a 3" pvc Tee cracked. The line feeds the baseball field irrigation. I called in a gopher because we will have to dig to fix. Need to fix to winterize irrigation.	 10/22/21 Replaced TEE and fittings. Need to set up. Will check for leaks 11/25/21. If no leaks, we will be able to winterize irrigation. 10/25/21 Line was pressure tested, no leaks.

Complete	Flags of Honor	Building Maintenanc e		todd.erp@ci .madison.m n.us	10/18/2021 12:16:18 PM	todd.erp@ci .madison.m n.us	10/18/21 (Todd, Alex) Winterize irrigation. Used large air compressor to blow out water from all zones. 1-9. Noticed some sprinkler heads not turning or working. Need to fix and replace those in spring. Shut water off and removed water meter. Store meter at water plant.	
Complete	Transformer s	Spraying - Parks	10/11/202 1 1:35:03 PM	todd.erp@ci .madison.m n.us	10/11/2021 1:35:04 PM	todd.erp@ci .madison.m n.us	10/7/21 Sprayed transformers area for weed control (Rangestar)	
Complete	Slen Park	Spraying - Parks	10/11/202 1 1:32:53 PM	todd.erp@ci .madison.m n.us	10/13/2021 8:52:21 AM	todd.erp@ci .madison.m n.us	10/11/21 Spraying Slen Park for weed control (Rangestar)	
Complete	City Hall	Spraying - Parks	10/11/202 1 1:30:15 PM	todd.erp@ci .madison.m n.us	10/11/2021 1:30:16 PM	todd.erp@ci .madison.m n.us	10/11/21 Sprayed City Hall for weed control (Rangestar)	
Complete	Library	Spraying - Parks	10/11/202 1 1:29:33 PM	todd.erp@ci .madison.m n.us	10/11/2021 1:29:34 PM	todd.erp@ci .madison.m n.us	10/11/21 Sprayed Library for weed control (Rangestar)	
Complete	City Compost Site	Spraying - Parks	10/11/202 1 1:20:03 PM	todd.erp@ci .madison.m n.us	10/11/2021 1:20:04 PM	todd.erp@ci .madison.m n.us	10/8/21 Sprayed compost site for weed control (Rangestar)	
Complete	Watertower	Spraying - Parks	10/8/2021 12:13:16 PM	todd.erp@ci .madison.m n.us	10/8/2021 12:13:17 PM	todd.erp@ci .madison.m n.us	10/7/21 Spray water tower area for weed control (Rangestar)	
Complete	West lot 2	Spraying - Parks	10/8/2021 12:11:41 PM	todd.erp@ci .madison.m n.us	10/8/2021 12:11:42 PM	todd.erp@ci .madison.m n.us	10/7/21 Spray lot area for weed control (Rangestar)	
Complete	West Lot 1	Spraying - Parks	10/8/2021 12:10:40 PM	todd.erp@ci .madison.m n.us	10/8/2021 12:10:41 PM	todd.erp@ci .madison.m n.us	10/7/21 Spray West lot area for weed control (Rangestar)	
Complete	West Pond	Spraying - Parks	10/8/2021 8:18:23 AM	todd.erp@ci .madison.m n.us	8:18:24 AM	todd.erp@ci .madison.m n.us	10/7/21 Sprayed west pond for weed control (Rangestar)	
Complete	Open Lot west of 9th ave	Spraying - Parks	10/8/2021 8:17:14 AM	todd.erp@ci .madison.m n.us	10/8/2021 8:17:15 AM	todd.erp@ci .madison.m n.us	9/7/21 Sprayed open lot west of 9th ave for weed control (Rangestar)	
Complete	Ditch on Hwy 40 west	Spraying - Parks	10/8/2021 8:15:48 AM	todd.erp@ci .madison.m n.us	10/8/2021 8:19:01 AM	todd.erp@ci .madison.m n.us	10/7/21 Sprayed ditch on hwy 40 west for weed control. (Rangestar)	

Complete		hwy 75 and 6th street	Jetting	10/7/2021 8:43:09 AM	ryan.flaten @ci.madiso n.mn.us	10/7/2021 8:43:10 AM	ryan.flaten @ci.madiso n.mn.us	Dean Ryan Todd and Alex Jetted from 6th street to 2nd street on HWY75.	
Complete		J.F. Jacobson park	Spraying - Parks	10/4/2021 4:26:26 PM	todd.erp@ci .madison.m n.us	10/4/2021 4:26:27 PM	todd.erp@ci .madison.m n.us	10/4/21 Sprayed Road side park (J.F. Jacobson park for weed control. (Rangestar)	
Complete		Flags of Honor	Spraying - Parks	10/4/2021 4:25:24 PM	todd.erp@ci .madison.m n.us	10/4/2021 4:25:25 PM	todd.erp@ci .madison.m n.us	10/4/21 Sprayed Flags of Honor for weed control (Rangestar)	
Complete		Liquor Store/South Shop	Spraying - Parks	10/4/2021 4:24:39 PM	todd.erp@ci .madison.m n.us	10/4/2021 4:24:40 PM	todd.erp@ci .madison.m n.us	10/4/21 Sprayed liquor store and South shop for weed control (Rangestar)	
Complete		Lot 48	Spraying - Parks	10/4/2021 4:23:39 PM	todd.erp@ci .madison.m n.us	10/4/2021 4:23:40 PM	todd.erp@ci .madison.m n.us	10/4/21 Sprayed lot 48 for weed control (Rangestar)	
Complete		North of Theater lot	Spraying - Parks	10/4/2021 4:21:26 PM	todd.erp@ci .madison.m n.us	10/4/2021 4:21:27 PM	todd.erp@ci .madison.m n.us	10/4/21 Sprayed lot north of theater for weed control (Rangestar)	
Complete		Prairie Arts	Spraying - Parks	10/4/2021 4:19:58 PM	todd.erp@ci .madison.m n.us	10/4/2021 4:22:44 PM	todd.erp@ci .madison.m n.us	10/4/21 Sprayed prairie arts for weed control. (Rangestar)	
Complete		Square Park	Spraying - Parks	10/4/2021 4:18:35 PM	todd.erp@ci .madison.m n.us	10/4/2021 4:21:51 PM	todd.erp@ci .madison.m n.us	10/4/21 Square Park Sprayed for Weed control	
Complete		Water Plant	Spraying - Parks	10/4/2021 4:17:38 PM	todd.erp@ci .madison.m n.us	10/4/2021 4:22:15 PM	todd.erp@ci .madison.m n.us	10/4/2021 Water plant sprayed for weeds	
Follow-Up Inspection Complete	322	8th Ave	High Grass	9/28/2021 9:18:52 AM	todd.erp@ci .madison.m n.us	10/6/2021 9:02:56 AM	christine.en derson@ci. madison.mn .us	9/28/21 TE high grass 10/6/21-Not compliant.	9/27/21 - Mailed initial letter. Follow up on 8/4/21. CE 8/6/21-Followup required. CE 8/6/21-Initial letter sent 9/27/21. Grass not compliant, send contractor to mow.
Follow up complete - Monitor	322	8th Ave	High Grass	9/23/2021 8:28:29 AM	todd.erp@ci .madison.m n.us	10/21/2021 1:34:27 PM	christine.en derson@ci. madison.mn .us	9/23/21 TE high grass	9/27/21-Notice sent. Follow up 10/4 CE 10/4/21-Follow up inspection needed. 10/4/21-Still out of compliance. Have contractor mow. 10/4/21 - MD Lawncare mowed.

Follow-Up Inspection Needed	721	4th Ave	High Grass	9/22/2021 7:20:56 AM	todd.erp@ci .madison.m n.us	10/21/2021	christine.en derson@ci. madison.mn .us	9/22/21 TE high grass	9/27/21-Notice sent. Follow up 10/4 CE 10/21/21-Followup inspection needed.
Follow-Up Inspection Needed	121	3rd St East	High Grass	9/20/2021 2:18:27 PM	todd.erp@ci .madison.m n.us	10/21/2021	christine.en derson@ci. madison.mn .us	9/20/21 TE high grass	9/27/21-Notice sent. Follow up 10/4/21. 10/21/21-Followup inspection needed.
Complete	102	6th Street	Code Enforceme nt - Other	9/2/2021 1:56:58 PM	todd.erp@ci .madison.m n.us	10/18/2021 12:35:24 PM	todd.erp@ci .madison.m n.us	9/2/21 TE tree dropped onto property and witness saw kid climbing downed tree. Needs to be cut up and removed. Also rest of tree standing looks to be damaged and should be removed.	8/26/21 - I spoke with the homeowner and she said she was trying to set up a contractor to remove the tree. Followup on 9/13/21. 9/27/21-Followup inspection needed. CE TE - Has been cleaned up
Complete	322	4th Ave	Code Enforceme nt - Other	9/2/2021 1:12:54 PM	todd.erp@ci .madison.m n.us	10/21/2021 1:29:28 PM	christine.en derson@ci. madison.mn .us	installing deck at front and rear of	9/8/21- Notice Sent. Follow up required 9/22/21. 9/27/21-Followup inspection needed. No permit on file at City Hall. CE 10/21/21 TE I believe owner has paid for additional zoning permit. Yes CE
Follow up complete - Monitor	103	6th Ave S	High Grass	9/2/2021 11:06:02 AM	todd.erp@ci .madison.m n.us	10/21/2021 12:27:02 PM	todd.erp@ci .madison.m n.us	9/2/21 TE high grass	9/7/21 Notice sent. Follow up on 9/13. 9/27/21-Followup inspection needed. CE 10/21/21 TE - Property has been mowed.
Follow up complete - Monitor	307	9th Ave	Weeds	9/2/2021 10:08:56 AM	todd.erp@ci .madison.m n.us	10/21/2021 12:25:47 PM	todd.erp@ci .madison.m n.us	-,,	Madison Southside Storage Cell 320-349-0424 Work 320-839-2583 Home 320-839-7041

Complete	616	W 8th st.	Streets - Other	8/30/2021 10:41:58 AM	todd.erp@ci .madison.m n.us	10/5/2021	todd.erp@ci .madison.m n.us	Street Sweeper bracket for side broom broke.	8/30/21 Ordered new part from MacQueen. If part does not come in time for fair, I will need to clean and weld part to get sweeper operational. Update: Part arrived and installed.
Complete	0	City Of Madison	Streets - Other	8/26/2021 1:38:44 PM	todd.erp@ci .madison.m n.us	10/5/2021 9:26:00 AM	todd.erp@ci .madison.m n.us	8/26/21 TE Todd and Alex Lewis picking up many branches in the streets and avenues due to high winds and rain. Some large branches has to be cut with chainsaw. Hauling to compost site.	
Follow-Up Inspection Complete	722	6th St.	High Grass	8/12/2021 11:30:09 AM	todd.erp@ci .madison.m n.us	10/6/2021	christine.en derson@ci. madison.mn .us	8/12/21 TE high grass	 8/16/21-Notice Sent, Followup on 8/23. CE 9/7/21-followup needed. 9/28/21 TE Weeds over growing along side of house and between house and highway. Need to be mowed and cleaned. 10/6/21- Initial Letter was sent 8/16/21. Will send out contractor to mow.
Complete		Softball fields - Frisbee Golf	Trimming	7/9/2021 11:27:33 AM	todd.erp@ci .madison.m n.us	10/5/2021 9:26:33 AM	todd.erp@ci .madison.m n.us	Trees need to be trimmed. They are over growing and hanging low.	Summer help is trimming low hanging branches and hauling to compost site.

Complete		City Pool	Building Maintenanc e	6/16/2021 2:53:55 PM	todd.erp@ci .madison.m n.us	10/5/2021 9:23:31 AM	todd.erp@ci .madison.m n.us	Installation of Rock Climbing wall.	Assembled fixtures to clear panels, then installed panels to frame (x3). Approval was given to install and has to be inspected before use. After fitted into place, the 3 separate frames were bolted together and anchored into the concrete (4 anchors per section). We then mounted a post in the pool to secure the float line. The rock climbing wall required 10' for splash zone. The Float lines we have were to long so we had to make them shorter and then installed them. Emailed and left voicemail on 6/16/2021 to Steven Klemm (Public health engineer) to arrange an inspection. Waiting for a response. 6/16/21 - Steve Klemm is not able to inspect until the 28th. He asked for pictures to visually inspect everything was done according to manufactures' recommendation. After reviewing pictures, he would send suzanne from Country Side Health to inspect. 6/17/21 12:15 p.m. Suzanne came to inspect climbing wall. Said everything looked to be in accordance to all requirements and passed inspection. Steve Klemm will still inspect on 6/28/21 to sign off. Climbing wall is open for use. 7/28/21 TE Steve Klemm will be here to finalize inspection of rock wall on 8/4/21. Inspection passed.
Complete		Softball fields concession/ Restrooms	Bathrooms	3/30/2021 9:14:24 AM	todd.erp@ci .madison.m n.us	10/5/2021 9:27:21 AM	todd.erp@ci .madison.m n.us	Time is near to reopen restrooms.	3/29/21 - Todd and Alex installed fixtures for restrooms. Ready for water meter.
Follow up complete - Monitor	723	5TH AVE	Junk Vehicle/Blig ht		todd.erp@ci .madison.m n.us	10/21/2021 12:22:02 PM	.madison.m	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. 10/19/2021 - Follow up inspection needed. Move status to monitor? 10/21/21 - TE will move status to monitor.

Cash and Investment Balances Date: OCTOBER 31, 2021

Fund	Acct No.	Cash Balance	Acct No.	Ehlers Investments Balance	Total by Fund
General Fund	101-10100	\$581,945.31	101-10113	\$151,000.00	\$732,945.31
Ambulance Fund	201-10100	-\$55,652.02	201-10113	\$200,000.00	\$144,347.98
EDA Fund	211-10100	\$73,698.33	211-10113	\$0.00	\$73,698.33
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	\$222,490.13	350-10113	\$0.00	\$222,490.13
2015 GO Refunding	351-10100	\$190,427.98	351-10113	\$0.00	\$190,427.98
2016 GO Ref/Wt Rev	353-10100	\$26,899.28	353-10113	\$0.00	\$26,899.28
Cult & Rec Capital	420-10100	\$109,760.72	420-10113	\$0.00	\$109,760.72
Bldg & Equip Capital	425-10100	\$106,462.77	425-10113	\$0.00	\$106,462.77
Streets Capital	430-10100	\$31,811.78	430-10113	\$0.00	\$31,811.78
Water Fund	601-10100	-\$117,888.16	601-10113	\$99,000.00	-\$18,888.16
Sewer Fund	602-10100	-\$125,368.96	602-10113	\$400,000.00	\$274,631.04
Sanitation Fund	603-10100	\$108,023.16	603-10113	\$0.00	\$108,023.16
Electric Fund	604-10100	\$858,834.32	604-10113	\$2,000,000.00	\$2,858,834.32
Storm Sewer Fund	605-10100	\$102,748.32	605-10113	\$0.00	\$102,748.32
Liquor Fund	609-10100	\$114,026.64	609-10113	\$0.00	\$114,026.64
Eastview Fund	614-10100	\$28,439.37	614-10113	\$100,000.00	\$128,439.37
Reserve Fund	851-10100	<u>\$121,907.26</u>	851-10113	\$413,245.00	\$535,152.26
		\$2,455,892.79		\$3,363,245.00	\$5,819,137.79
(GT Cash Balance)		\$0.00			
United Prairie Checkin		729,272.53			
Old National Checking		\$26,620.26			
TD Ameritrade Sweep		\$1,700,000.00			
		2,455,892.79			
SCDP Rev Loan	202-10103	\$14,251.10			\$14,251.10
SCDP Grant Admin	205-10104	\$21,734.46			\$21,734.46
EDA Rev Loan Fund	212-10105	\$104,375.68			\$104,375.68
		\$2,596,254.03		\$3,363,245.00	\$0.00
			Grand Total (Cash and Investments	\$5,959,499.03

LqP Computer Commuter

November 2021 Update

Please find the community totals for October, 2021.

*41 people came on board the LqP Computer Commuter in October. We gained 2 new users this month, both from Marietta.

*We placed ads in both local papers stating the LqP Computer Commuter was entering its 12th and final year, and for residents to visit the bus to gain/master basic tech skills. We also published our weekly schedule.

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

	0ct 4	0ct 11	0ct 18	0ct 25	Total s
Bellingham	0	2	0	3	5
Boyd	4	4	3	2	13
Dawson	2	2	1	2	7
Madi son	0	0	1	1	2
Mari etta	1	0	1	2	4
Nassau	2	3	3	2	10
Total s	9	11	9	12	41

October 2021 Attendance

Memo

To: City Administrator & City Council
From: Dale Hiepler, Liquor Store Manager
Date: 11/19/2021
Re: October Sales

Sales for October were \$41,191 compared to \$41,546 last year, a decrease of only \$355 from last year. We also had one less sales day because the 31st was on a Sunday, so we would have beaten last year's sales. We also beat 2019 sales by \$6,958.

For the year, we have sales of \$401,210 compared to \$412,075 during the pandemic year of 2020. This is a \$10,865 decrease from last year, but not bad considering we did \$504,880 during the first year of the pandemic.

CITY OF MADISON MUNICIPAL LIQUOR STORE

LIQUOR DISPENSARY REPORT

Statement for the month of October 2021

SALES	2020	2021	% of Sales	2020 YTD	2021 YTD	% of Sales
Liquor	14872.46	15810.52	38.38%	138,466.36	147,103.06	36.66%
Beer	25639.60	24369.85	59.16%	261,733.77	243,342.14	60.65%
Mix, Ice, Etc.	1034.78	1011.16	2.45%	11,875.30	10,764.84	2.68%
TOTAL SALES	41546.84	41,191.53	100.00%	412,075.43	401,210.04	100.00%
COST OF SALES						
Inventory at 1st of month	39946.85	44020.55	106.87%	340,043.37	385,304.56	96.04%
Purchases	29547.97	30311.05	73.59%	285,996.32	285,759.18	71.22%
Freight	206.00	188.59	0.46%	1883.25	2105.86	0.52%
Inventory at end of month	41547.97	46098.03	111.91%	352,615.05	400,111.41	99.73%
TOTAL COST OF SALES	28152.85	28,422.16	69.00%	275,307.89	273,058.19	68.06%
GROSS PROFIT	13393.99	12,769.37	31.00%	136,767.54	128,151.85	31.94%
OPERATING EXPENSE						
Labor	4006.77	4096.82	9.95%	43,998.86	43,766.33	10.91%
PERA	159.98	159.60	0.39%	1,769.32	1,754.56	0.44%
FICA	306.37	313.28	0.76%	3,355.84	3,346.94	0.83%
Mandatory Medicare	0.00		0.00%	0.00	0.00	0.00%
* Worker's Compensation	197.01	208.45	0.51%	1,970.10	2,084.50	0.52%
City Health Insurance	309.97	309.97	0.75%	2,986.30	3,099.70	0.77%
General Supplies	5.73		0.00%	240.24	640.12	0.16%
* Audit Service	83.33	83.33	0.20%	833.30	833.30	0.21%
Dues & Subscriptions	0.00		0.00%	941.00	414.00	0.10%
Licenses & Taxes	0.00		0.00%	0.00	0.00	0.00%
Telephone & Internet	113.99	113.37	0.28%	1,135.76	1,117.02	0.28%
Advertising	293.44	390.00	0.95%	3,249.34	3,141.90	0.78%
Utilities	483.61	435.17	1.06%	5,076.20	4,133.66	1.03%
* Property Insurance	146.93	161.50	0.39%	1,469.30	1,615.00	0.40%
Training	0.00		0.00%	0.00	0.00	0.00%
Building Maint.	0.00		0.00%	0.00	412.37	0.10%
Equipment Maint.	0.00		0.00%	16.50	61.05	0.02%
Contractual Services	733.21	722.59	1.75%	8,141.78	7,627.28	1.90%
Travel	0.00		0.00%	0.00	0.00	0.00%
* Dram Shop Insurance	34.91	37.92	0.09%	349.10	379.20	0.09%
Miscellaneous	0.00		0.00%	0.00	0.00	0.00%
Depreciation	479.51	464.63	1.13%	4,315.59	4,646.30	1.169
OTAL OPERATING EXPENSE	7354.76	7496.63	18.20%	79,848.53	79,073.23	19.71%
Operating Income	6039.23	5,272.74	12.80%	56,919.01	49,078.62	12.23%
Nonoperating Revenues:						
Interest Income	0		0.00%			0.00%
NET INCOME	6039.23	5,272.74	12.80%	56,919.01	49,078.62	12.23%



October 26, 2021

CITY OF MADISON ATTN: VAL HALVORSON 404 6TH AVENUE MADISON, MN 56256 <Via E-Mail Only> <val.halvorson@ci.madison.mn.us>

Re: Madison City Hall Roof Project

Dear Ms. Halvorson:

Enclosed are the following:

- 1. Copies of approved invoices
- 2. Tracking spreadsheet detailing the above disbursement and source of approved reimbursement funding

Project funding in the amount of \$186,847.50 has been approved for reimbursement. This amount will be paid with \$136,847.50 in city funds and \$50,000 in RD grant funds. The RD grant funds in question will be deposited into your account during the week of October 25th.

Upon completion of this funding draw the city's grant will be fully disbursed. Please retain a copy of the attached grant agreement and remain in compliance with its covenants for the life of the improvements.

Feel free to contact us with any questions.

Sincerely,

JEFF SCHOLTEN Area Specialist

> Rural Development 900 Robert St, Suite 103 • Alexandria, MN 56308-1380 Voice (320) 763-3191 • Fax (855) 804-4094

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Madison Arts Council Minutes..... meeting November 10, 2021 Madison Mercantile

Present: Kay and Annette Fernholz, Sally Fernholz, Cynthia Huse, Deb Meyer, Kristine Shelstad, Maynard Meyer, Renee Ehlenz

Meeting convened at 4:00 p.m. by Cynthia Huse at the Madison Mercantile. Cynthia stated \$3000 was transferred to the city and the Arts Council continues to work with the Madison Foundation as its fiscal agent.

Agenda presented by Cynthia as follows:

- 1. **Musical instruments park:** Deb and Maynard reported that the city has moved forward with musical items ordered, with layout, memorial brick walking path, murals, and tree planting in discussion.
- 2. **Future murals:** Kristine and Deb explained that the next step should be application for a planning grant and that SMAC requires previous mural experience of the artist.
- 3. **Interior signage for Biome:** Deb and Sally visited on site with Pro Image Partners, Dan Kafka of Ortonville. Deb had prepared a draft of ideas for the signage which would be mounted on curved panels on the interior. Deb has contacted the DNR state office for permission from an artist to use her rendering of prairie grasses which Kafka would use in the art work. It was suggested that a photo of the Biome at night should be included since people may be visiting the Biome interior in the daytime.
- 4. Kristine will work on getting a facebook page for the Biome that will include a night time picture. More discussion followed on updating social media to promote the local attractions. Kristine and Maynard are working with a city committee that has been in discussion on this topic.
- 5. **Pocket Prairies**: A demonstration plot of the Prairie Pocket presented by Annette Fernholz last month will be installed at the north side of the Madison Mercantile per Kristine in a 5' x 5' space. Tony Bormann who is employed at Minnesota State University in Moorhead in conservation will serve as consultant and helper on the installation.
- 6. **Donor Plaques:** The small brass ground level plaques to memorialize the trees are available through Zarhbock funeral home and are inexpensive, Sally reported. Cynthia will check with Kay Bormann on the wording of the plaque for the tree she purchased in memory of Marvin and Michelle. Kristine stated the tree she purchased will state "In memory of Beverly Shelstad."
- 7. **Memorial bench:** Kay Fernholz ordered and paid for a memorial bench for the Biome earlier this summer and will check with city hall on whether or not it has arrived.
- 8. **Pie and Coffee Social Nov 9** receipts per Kristine were \$781.00 before expenses of \$128 payable to Jubilee. The event was well attended and brought many to the Mercantile for the first time.

New Business:

- 1. Discussion on rental of meeting space at the Madison Mercantile concluded with M/Sally S/Renee and approved \$100 donation for meeting space used to date plus the Pie Social date. Future "rental" fees to be discussed once Kristine has more information.
- 2. Cynthia shared a magazine SERVE that has gift items from other countries that helps promotes improvements of living conditions by sale of the products.
- 3. Cynthia presented and read the Wilmar Welcoming Resolution passed by the Wilmar city council who is also promoting a revitalization of downtown Wilmar through art and sculpture items.
- 4. Discussion on the Men's Shop and fix- it needs especially by older people. Kristine outlined intergenerational activities she would like to promote id. est. teenagers assisting older people with their technology challenges.

Being no further discussion, meeting adjourned at 5:20 p.m. Next meeting Wed, Dec. 8, 4 p.m. at Madison Mercantile. Submitted by: Sally Fernholz, Secretary Water Plant Monthly Report

Year: 2021

				water			Cport		Teal. Z	021				
		January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
	Used (gal)	27	26	29	26	40	43	32	33	30	25	November	December	312
Aqua Hawk	Cost	\$341.55	\$328.90	\$366.85	\$328.90	\$506.00	\$543.95	\$404.80	\$417.45	\$379.50	\$316.25			\$3,934.1
	Used (lbs)	347	330	393	348	432	505	517	363	347	356			393
KMNo4	Cost	\$1,405.35	\$1,336.50	\$1,591.65	\$1,409.40	\$1,749.60	\$2,045.25	\$2,093.85	\$1,470.15	\$1,405.35	\$1,441.80			\$15,948.9
	Used (gal)	28	25	32	29	36	41	36	32	30	27			31
Anti Scalant	Cost	\$1,263.36	\$1,128.00	\$1,443.84	\$1,308.48	\$1,624.32	\$1,849.92	\$1,624.32	\$1,443.84	\$1,353.60	\$1,218.24			\$14,257.9
	Used (gal)	44	44	51	49	57	79	65	31	58	47			52
Poli-phosphate	Cost	\$590.48	\$590.48	\$684.42	\$657.58	\$764.94	\$1,060.18	\$872.30	\$416.02	\$778.36	\$630.74			\$7,045.50
	Used (lbs)	84	87	114	97	135	165	131	441	115	105			1474
Chlorine	Cost	\$97.44	\$100.92	\$132.24	\$112.52	\$156.60	\$191.40	\$151.96	\$511.56	\$133.40	\$121.80			\$1,709.8
Nalco 7768	Used (gal)	2.63	2	2	2	2.5	2.8	2.6	2.7	2.2	2.2			23.6
Polymer	Cost	\$79.16	\$60.20	\$60.20	\$60.20	\$75.25	\$84.28	\$78.26	\$81.27	\$66.22	\$66.20			\$711.2
El a contrat a	Used (gal)	16	13	20	16	21	27	22	19	17	16			18
Flouride	Cost	\$92.00	\$74.75	\$115.00	\$92.00	\$120.75	\$155.25	\$126.50	\$109.25	\$97.75	\$92.00			\$1,075.2
Sodium meti-	Used (lbs)	7	7	9	9	10	15	10	12	10	8			9
Bisulfate	Cost	\$9.87	\$9.87	\$12.69	\$12.69	\$14.10	\$21.15	\$14.10	\$16.92	\$14.10	\$11.28			\$136.7
	Used (case)	1	1	2	2	1	1	2	1	2	1			1
R _o O _u Pre-Filters	Cost	\$228.40	\$228.40	\$456.80	\$456.80	\$228.40	\$228.40	\$456.80	\$228.40	\$456.80	\$228.40			\$3,197.6
RO Cleaner P	Used	0	0	0	0	0	0	0	0	0	0			
703 low Ph	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.0
Sodium	Used (gal)	0	0	0	0	0	0	0	0	0	0			
Hydroxide	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.0
RO Cleaner	Used (lbs)	0	0	0	0	0	0	0	0	0	0			(
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
Caustic Soda	Used (gal)	75	83	94	80	113	142	111	91	75	71			93
50% & 30%	Cost	\$607.50	\$672.30	\$761.40	\$648.00	\$915.30	\$1,150.20	\$899.10	\$737.10	\$607.50	\$57.51			\$7,055.9
Hydrachloric	Used (gal)	0	0	0	0	0	0	0	0	0	0			
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
Well gal														
Pumped	x1000	4300	4380	5291	4953	6447	8052	7083	6830	5920	5141			58397
Hi service gal,	x1000	2863	2869	3384	3087	3960	4950	4347	4050	3521	3080			36111
pumped														
Gallons to Waste	x1000	993	933	1103	975.66	1296.84	1636.2	1290	1284	1110	979.2			11600.9
RC membrane	x1000	3369	3340	3908	3495	4599	5651	4566	4513	3910	3327			40678
gal pumped Backwash gal	x1000	543	640	812	926	1194	1516	1368	1274	1085	943			10301
pumped	×1000	313	010	012	520	1151	1510	1500	127 1	1005	515			10501
w. p water meter gallons	Actual	169220	168030	196200	182620	228590	271010	235600	232930	210980	190140			2085320
Treated accounted gal	Actual	26300	2000	2300	1400	5800	23400	6000	3000	1600	17000			88800
Soft Water gal sold	Actual	0	2100	0	3500	1000	300	6000	1500	0	500			14900
Baseball Field well gal	Actual	0	0	0	0	305900	19 715900	631900	280400	163800	57100			2155000

REVENUE & EXPENSE REPORT CALENDAR 10/2021, FISCAL 10/2021

CCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	86,812.26	1,065,527.10	1,656,978.00	591,450.90
	TOTAL EXPENSES	89,650.87	1,183,750.98	1,656,978.01	473,227.03
	GENERAL TOTAL	2,838.61-	118,223.88-	.01-	118,223.87
	TOTAL REVENUE	10,774.95	75,874.99	129,500.00	53,625.01
	TOTAL EXPENSES	4,005.84	74,615.67	116,550.00	41,934.33
	AMBULANCE TOTAL	6,769.11	1,259.32	12,950.00	11,690.68
	TOTAL REVENUE	251.14	13,776.75	5,300.00	8,476.75-
	TOTAL EXPENSES	1,022.50	7,935.60	.00	7,935.60-
	SCDP GRANT REVOLVING LOAN TOTA	771.36-	5,841.15	5,300.00	541.15-
	TOTAL REVENUE	29,149.54	169,539.78	7,000.00	162,539.78-
	TOTAL EXPENSES	27,715.00	161,157.90	.00	161,157.90-
	SCDP GRANT 2017 ADMIN TOTAL	1,434.54	8,381.88	7,000.00	1,381.88-
	TOTAL REVENUE	513.80	67,762.88	91,100.00	23,337.12
	TOTAL EXPENSES	5,418.75	39,412.84	80,150.00	40,737.16
	EDA TOTAL	4,904.95-	28,350.04	10,950.00	17,400.04-
	TOTAL REVENUE	11.47	4,112.74	1,200.00	2,912.74-
	TOTAL EXPENSES	200.00	200.00	.00	200.00-
	EDA REVOLVING LOAN FUND TOTAL	188.53-	3,912.74	1,200.00	2,712.74-
	TOTAL EXPENSES	.00	.00	.00	.00

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REVENUE & EXPENSE REPORT CALENDAR 10/2021, FISCAL 10/2021

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CCOUNT 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	.00	6,696,800.73	333,003.00	6,363,797.73-
	TOTAL EXPENSES	300.00	6,775,803.20	335,064.00	6,440,739.20-
	INFRA. REPLACE. DEBT SERV TOTA	300.00-	79,002.47-	2,061.00-	76,941.47
	TOTAL REVENUE	.00	249,862.13	338,470.00	88,607.87
	TOTAL EXPENSES	300.00	106,350.00	336,465.00	230,115.00
	2015 GO REFUNDING DS TOTAL	300.00-	143,512.13	2,005.00	141,507.13-
	TOTAL REVENUE	.00	143,512.50	143,712.50	200.00
	TOTAL EXPENSES	300.00	141,137.50	141,987.50	850.00
	2016 GO REF/WT REV DS TOTAL	300.00-	2,375.00	1,725.00	650.00-
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE PROJ TOTA	.00	.00	.00	.00
	TOTAL REVENUE	13,000.00	43,501.19	20,250.00	23,251.19-

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REVENUE & EXPENSE REPORT CALENDAR 10/2021, FISCAL 10/2021

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ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL EXPENSES	12,413.44	51,483.93	51,863.00	379.07
	CULTURE & REC CAP. FUND TOTAL	586.56	7,982.74-	31,613.00-	23,630.26-
	TOTAL REVENUE	.00	9,692.56	163,065.00	153,372.44
	TOTAL EXPENSES	46.00	210,655.49	305,000.00	94,344.51
	BLDG & EQUIP CAP. FUND TOTAL	46.00-	200,962.93-	141,935.00-	59,027.93
	TOTAL REVENUE	.00	5,000.00	80,550.00	75,550.00
	TOTAL EXPENSES	.00	28,266.49	.00	28,266.49-
	STREETS CAPITAL FUND TOTAL	.00	23,266.49-	80,550.00	103,816.49
	TOTAL REVENUE	49,638.40	500,892.86	521,200.00	20,307.14
	TOTAL EXPENSES	33,954.57	666,865.87	706,490.26	39,624.39
	WATER TOTAL	15,683.83	165,973.01-	185,290.26-	19,317.25-
	TOTAL REVENUE	38,464.74	388,707.93	449,300.00	60,592.07
	TOTAL EXPENSES	42,794.39	577,705.21	680,932.90	103,227.69
	SEWER TOTAL	4,329.65-	188,997.28-	231,632.90-	42,635.62-
	TOTAL REVENUE	18,947.92	189,779.25	227,630.05	37,850.80
	TOTAL EXPENSES	18,714.03	180,669.80	225,614.38	44,944.58
	SANITATION TOTAL	233.89	9,109.45	2,015.67	7,093.78-
	TOTAL REVENUE	107,029.52	1,281,340.37	1,473,950.00	192,609.63
	TOTAL EXPENSES	83,175.19	1,261,351.81	1,372,230.22	110,878.41

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REVENUE & EXPENSE REPORT CALENDAR 10/2021, FISCAL 10/2021

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OUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ELECTRIC UTILITY TOTAL	23,854.33	19,988.56	101,719.78	81,731.22
	TOTAL REVENUE	12,478.30	124,096.52	148,850.00	24,753.48
	TOTAL EXPENSES	9,354.87	208,763.07	231,760.31	22,997.24
	STORM SEWER TOTAL	3,123.43	84,666.55-	82,910.31-	1,756.24
	TOTAL REVENUE	41,191.53	401,210.04	421,000.00	19,789.96
	TOTAL EXPENSES	34,625.26	375,212.79	423,410.62	48,197.83
	LIQUOR TOTAL	6,566.27	25,997.25	2,410.62-	28,407.87-
	TOTAL REVENUE	27,191.04	139,237.69	170,020.00	30,782.31
	TOTAL EXPENSES	16,560.50	213,924.05	214,362.00	437.95
	EASTVIEW APARTMENTS TOTAL	10,630.54	74,686.36-	44,342.00-	30,344.36
	TOTAL REVENUE	.00	180,671.37	58,500.00	122,171.37-
	TOTAL EXPENSES	1,200.00	6,200.00	51,000.00	44,800.00
	RESERVE TOTAL	1,200.00-	174,471.37	7,500.00	166,971.37-
	REVENUE & EXPENSE FUND SUMMARY	53,703.40	520,562.82-	467,779.65-	52,783.17

Regular Drill Meeting 10/18/2021

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 -hose training was conducted tonight

-next month Fire Inc. will not be providing training, vendors will be in to display their products

Note – the fittings have been changed so now we can fill our SCBA air tanks with our in-house system.

Emergency calls since our last meeting:

1. October 5 – smoke issue due to cooking fire, Park Ave. Apts.

For future reference, when we are paged to a location the MFD is in charge of the scene until relieved by the Sheriff's Office, etc. In this situation, despite the building care taker telling us to leave the scene to avoid being billed, we should have ventilated out the apartment. If the caretaker, land owner, etc. dispute this we can ask the deputies for their assistance so we can do our job.

Vendors will be here for our November monthly meeting to demonstrate their turnout and SCBA gear. We are planning on having a couple of vendors being present so many more people can have a look at what is being offered and we will have a better idea of what the department needs. At this point it is looking like it will take 4 to 6 months to get the new gear once we place the order.

4-H building has been washed.

Ham Bingo is scheduled for December 11th. Mitch Wellnitz is taking care of the out of town donations and Brian Tebben is taking care of the in town donations. Please let both know if you receive donations so we don't hit up the same persons/businesses twice.

Attendance update – at this time there is only one person not making the 25% requirement, so thank you to everyone for making as many calls as you do!

Truck foremen – action will be taken at the end of the year regarding monthly inspections.

House burn training – asbestos testing part is done, Mark Olson will let everyone know when we get closer to setting a date.

A big thank you goes out to Brian Tebben, Chris Hansen and Jared Rakow for their willingness to take time off of work to help with Fire Prevention Week activities at MMN.

Next regular meeting: November 15th (NOTE: later changed to November 8th).

November Hall Duties: Jerod Zimbelman and Chris Nelson.

Motion was made by Mark Olson to adjourn meeting, seconded by Ryan Flaten, carried.

Don Tweet Secretary

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

10/31/2021

		MEDA LOAN	IS (REVOLVIN	G LOAN FUND)		
		FINAL	ORIG LOAN	MONTHLY	DAY	AMOUNT	
LOAN NAME	NOTE #	MATURITY	Amount	PAYMENT	DELINQ	DELINQ	BALANCE
Susana C. Wittnebel	MGD#1010	10/15/23	\$2,500.00	tax assessment			\$990.0
LqP Ag Society/Fair Board		12/31/27	\$85,000.00	\$3000/year			\$18,000.0
Madison Hometown Lodge	1	04/01/22	\$2,500.00	\$138.89			\$833.3
Happy Hour		04/01/22	\$2,500.00	\$138.89			\$833.3
MG Entertainment LLC/Gra		07/01/22	\$1,000.00	\$55.56			\$499.9
Lien Lumber/Chyde Strand		08/01/27	\$15,500.00	5% Int, no pag	y til 8/1/22		\$15,500.0
Torchwood Communication	ns, LLC	07/01/25	\$2,000.00	\$46.00			\$1,891.4
TOTAL MEDA LOANS (RI	EVOLVING LOA	N FUND)				\$0.00	\$38,548.0
	<u> </u>	SCDP LO	ANS (Revolving				
Madison Business Develop	ment		\$10,000.00	\$0.00			\$10,000.00
Elsner-Brown	MAD15-O-23	9/1/2029	\$8,888.80	\$90.00	90	\$450.00	\$8,117.60
Edmeier	MAD15-O-33	1/1/2024	\$1,987.10	\$43.11			\$1,586.13
Deb Street	MAD15-O-06	6/1/2026	\$3,926.00	\$57.91			\$2,722.65
Bendel, Sandi-House		Past Due	\$3,049.26	\$50.00	883	\$2,018.52	\$2,018.52
PS Com-Sandi Business		Past Due	\$5,681.07	\$50.00	395	\$4,513.16	\$4,513.16
Shear Magic		Past Due	\$9,778.28	\$50/Week	517	\$5,258.62	\$5,258.62
TOTAL SCDP LOANS (Re	volving Loan F		•••	\$491.02	••••	\$12,240.30	\$34,216.6
Peterson Team Realty	MAD15-C-05	SCDF 8/1/2026	LOANS (ADM \$2,473.00	IN 2017) \$43.35	31	\$43.35	\$2,433.77
Karen Anderson	MAD15-O-34	9/1/2025	\$2,000.00	\$43.39	31	\$43.39	\$2,000.00
Pachokas	MAD15-O-31	8/1/2025	\$1,984.60	\$43.06	61	86.12	\$2,000.00 \$1,984.60
Janice Nelson	MAD15-0-37	8/1/2024	\$1,265.30	\$36.24	01	00.72	
Rhyan Schicker	MAD15-O-30	12/1/2025	\$5,662.00	\$99.24			\$1,196.98
Kittleson	MAD15-0-29	4/1/1930	\$4,634.00	\$99.24 \$46.92			\$4,757.19
Mosenden	MAD15-0-29	4/1/2026	\$ 2,641.00				\$4,437.36
Ron Shosten-Starting Cred		1/1/2025		\$46.29			\$2,388.61
arry's Refridgeration	MAD15-C-01		\$1,972.10		Due-Creditor P	robate	\$1,893.05
Cindy Vaala		9/1/2028	\$10,139.15	\$93.29			\$7,226.21
Joe Lund	MAD15-O-01	3/1/2028	\$4,444.40	\$45.00			\$3,249.40
	MAD15-O-07	7/1/2029	\$4,444.40	\$41.00			\$3,498.04
Margaret Davis	MAD15-0-24	6/1/2026	\$2,973.00	\$43.85			\$2,342.85
Swenson, Nelson & Stulz, I		4/1/2024	\$6,841.10	\$148.42			\$4,339.53
Margaret Schultz	MAD15-0-22	6/1/2023	\$1,761.60	\$50.46			\$991.67
Darrell & Judy Maasjo	MAD15-O-08	6/1/2029	\$6,666.40	\$67.50			\$5,752.79
Farm & City Serv/LJ	MAD15-C-04	4/1/2029	\$12,477.40	\$114.81			\$9,290.75
FOTAL SCDP LOANS (AD	MIN 2017):			\$962.82		\$172.86	\$57,782.8
				TOTAL DEI	INQUENCIES	\$12,413.16	
2			ALANCE AVAI				
	MEDA LOA	• •	SCDP LOA	• •	SCDP LOANS	(ADMIN 2017)	TOTALS
Fund Balance	\$142,92		\$48,76		\$79,5	17.26	\$271,208.7
Less Loans Outstanding	\$38,54		\$34,2 1	16.68	\$57,7	82.80	\$130,547.53
ess Payments Outstand		0	\$0.	00	\$47,1	70.90	\$47,170.90
Bank Acct Available as of October 31, 2021	· ·	75.68	\$14,55		\$21,7		\$140,661.24
					MEDA I	Balance Only:	\$104,375.6
IEDA FUND BALANCE IN							
January 2021 Int		April 2021 Int	\$0.81	July 2021 Int	\$0.81	Oct 2021 Int	\$11.47
Febuary 2021 Int		May 2021 Int		Aug 2021 Int		Nov 2021 Int	
March 2021 Int	\$0.84	June 2021 Int		Sept 2021 Int		Dec 2021 Int	
			-				

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

October 31, 2021

	ME	EDA LOANS (REVOLVING	LOAN FUND)			
		FINAL	ORIG LOAN	MONTHLY	DAY	AMOUNT	
LOAN NAME	NOTE #	MATURITY	Amount	PAYMENT	DELING	DELINQ	BALANCE
Susana C. Wittnebel	/IGD#1010	10/15/23	\$2,500.00	tax assessment			\$990.0
LqP Ag Society/Fair Board-10	year no interest loar	12/31/27	\$85,000.00	\$3000/year			\$18,000.0
Madison Hometown Lodge		04/01/22	\$2,500.00	\$138.89			\$833.3
Happy Hour		04/01/22	\$2,500.00	\$138.89			\$833.3
MG Entertainment LLC/Gran	d Theater	07/01/22	\$1,000.00	\$55.56			\$499.9
Lien Lumber/Chyde Strand		08/01/27	\$15,500.00	5% Int, no pay	til 8/1/22	2	\$15,500.0
Torchwood Communications	, LLC	07/01/25	\$2,000.00	\$46.00			\$1,891.4
TOTAL MEDA LOANS (REV	OLVING LOA	N FUND)		\$379.34		\$0.00	\$38,548.0
		FUND BAL	ANCE AVAIL	ABILITY			
			ANCE AVAIL	ABILITY			
Fund Balance	MEDA LOA \$142.92	NS (RLF)	ANCE AVAIL	ABILITY			TOTALS
Fund Balance Less Loans Outstanding	\$142,92	NS (RLF) 23.73	ANCE AVAIL	ABILITY			\$142,923.73
Less Loans Outstanding		NNS (RLF) 23.73 88.05	ANCE AVAIL	ABILITY			\$142,923.73 \$38,548.05
Less Loans Outstanding Less Payments Outstand	\$142,92 \$38,54	NS (RLF) 23.73 88.05 00	ANCE AVAIL	ABILITY			\$142,923.73 \$38,548.05 \$0.00
Fund Balance Less Loans Outstanding Less Payments Outstand Bank Acct Available as of October 31, 2021	\$142,92 \$38,54 \$0.0	NS (RLF) 23.73 88.05 00	ANCE AVAIL	ABILITY			\$142,923.73 \$38,548.05
Less Loans Outstanding Less Payments Outstand Bank Acct Available as of	\$142,92 \$38,54 \$0.0	NS (RLF) 23.73 88.05 00	ANCE AVAIL	ABILITY	МІ	EDA Balance:	\$142,923.73 \$38,548.05 \$0.00 \$104,375.68
Less Loans Outstanding Less Payments Outstand Bank Acct Available as of	\$142,92 \$38,54 \$0.0 \$104,3 7	NS (RLF) 23.73 88.05 00		ABILITY	M	EDA Balance:	\$142,923.73 \$38,548.05 \$0.00 \$104,375.68
Less Loans Outstanding Less Payments Outstand Bank Acct Available as of October 31, 2021	\$142,92 \$38,54 \$0.0 \$104,3 7	NS (RLF) 23.73 88.05 00		ABILITY July 2021 Int		EDA Balance: Oct 2021 Int	\$142,923.73 \$38,548.05 \$0.00 \$104,375.68 \$104,375.68
Less Loans Outstanding Less Payments Outstand Bank Acct Available as of October 31, 2021	\$142,92 \$38,54 \$0.0 \$104,3 7 SOME 39.13	NNS (RLF) 23.73 88.05 00 75.68	\$0.81		\$0.81		\$142,923.73 \$38,548.05 \$0.00 \$104,375.68 \$104,375.68 \$11.47
Less Loans Outstanding Less Payments Outstand Bank Acct Available as of October 31, 2021 MEDA FUND BALANCE INC January 2021 Int \$	\$142,92 \$38,54 \$0.0 \$104,3 7 SOME 39.13 0.76	ANS (RLF) 23.73 88.05 00 75.68 April 2021 Int	\$0.81 \$30.26	July 2021 Int	\$0.81 \$14.48	Oct 2021 Int	\$142,923.73 \$38,548.05 \$0.00 \$104,375.68 \$104,375.68 \$11.47

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

ESTABLISH WAGES FOR FIRE SERVICE OFFICERS AND REGULAR PAY

WHEREAS, the Madison City Council is interested in establishing wages for the Fire Service Officers and regular pay.

NOW THEREFORE BE IT RESOLVED that the City Council of Madison, Lac qui Parle County, Minnesota is establishing the following wages which will be paid on an annual basis:

	New	(Previous)
Fire Chief:	\$1,500	(\$1,200)
Asst. Fire Chief:	\$750	(\$600)
Training Officer:	\$525	(\$420)
Safety Officer:	\$450	(\$360)
Secretary:	\$750	(\$600)
Treasurer:	\$750	(\$600)
Rescue Foreman:	\$240	(\$240)
Pickup Foreman:	\$240	(\$240)
Pumper #1 Foreman:	\$240	(\$240)
Pumper #2 Foreman:	\$240	(\$240)
Tanker #1 Foreman:	\$240	(\$240)
Gator Forman:	\$0	(\$150)

BE IT FURTHER RESOLVED the City Council of Madison, Lac qui Parle County, Minnesota is establishing the regular pay.

	New	(Previous)
Hourly Call	\$8	(\$8)
Meeting/Training	\$6	(\$6)

Upon vote taken thereon, the following voted:

For: Against: Absent:

Whereupon said Resolution No. 21-32 was declared duly passed and adopted this 22nd day of November, 2021.

Greg Thole Mayor Attest: _

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

<u>RESOLUTION AUTHORIZING UTILITY AND WEED ERADICATION (MOWING)</u> <u>BALANCE WRITE OFFS ON FORFEITED PROPERTIES</u>

WHEREAS, several properties located within the City of Madison have been forfeited to the State of Minnesota for unpaid property taxes; and

WHEREAS, prior to and after said forfeiture, the City of Madison had unpaid utility balances that may had been certified to the county auditor for placement on tax rolls to be paid along with property taxes which remain unpaid, and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA, that the City Clerk is hereby authorized to write off said utility account balances as follows:

UTILITIES:		21100001	¢00.00
M. Peterson	514 6 th Ave	21100001	\$88.88
MOWING:			
M. Peterson	514 6 th Ave	21100001	\$114.13

Upon vote taken thereon, the following voted:

For: Against: Absent:

Whereupon said Resolution No. 21-33 was declared duly passed and adopted this 22nd day of November, 2021.

Greg Thole Mayor Attest:

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

RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATION FROM FARMERS MUTUAL FOR THE FIRE DEPARTMENT

WHEREAS, in the course of business, Farmers Mutual is unable to locate or otherwise find customers that are entitled to refunds and after a certain period of time, State Law dictates that such funds become unclaimed property and Farmers Mutual may then donate the same to non-profit 501c(3)organizations;

WHEREAS, under IRS rules and regulations, municipalities qualify as non-profit organizations and donations made to the same are deductible in the same manner of 501c(3) organizations;

WHEREAS, Farmers Mutual desires to donate the sum of \$1,000.00 to the underline City with said funds being directed to the local fire departments for equipment purchases and the City has agreed to accept the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED, THE CITY COUNCIL hereby accepts said donation.

Upon vote taken thereon, the following voted:

For: Against: Absent:

Whereupon said Resolution was declared duly passed and adopted at a regular meeting of the City of Madison on the 22nd day of November, 2021.

Attest:

Greg Thole Mayor

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

APPOINTMENT OF AMBULANCE SERVICE OFFICERS FOR 2021

WHEREAS the Madison City Council is interested in appointing the Ambulance Service Officers for the Year 2022 based on the Ambulance Service meeting held November 9th, 2021; and

NOW THEREFORE BE IT RESOLVED that the City Council of Madison, Lac qui Parle County, Minnesota is appointing the following:

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

Upon vote taken thereon, the following voted:

For: Against: Absent:

Whereupon said Resolution No. 21-35 was declared duly passed and adopted this 22nd day of November, 2021.

Greg Thole Mayor Attest: _____

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

FUND TRANSFER ADJUSTMENT EFFECTIVE NOVEMBER 22, 2021

WHEREAS, the City Council is in need of making transfers of various funds.

NOW THEREFORE, BE IT RESOLVED that the Madison City Council, Lac qui Parle County, Minnesota is ordering the following transfer between funds based on the information provided by the City Manager:

To:	Fund	Account		Description	Amount
	General Fund	Transfer In (Liquor Fund)	101-39209	Annual Operating	\$ 20,000.00
	Bldg and Equipment Capital	Transfer In (General Fund)	425-39201	City Hall Contribution	\$ 80,000.00
	Bldg and Equipment Capital	Transfer In (General Fund)	425-39201	Fire Dept Contribution	\$ 20,000.00
	Bldg and Equipment Capital	Transfer In(General Fund)	425-39201	Theatre/Prairie Arts	\$ 10,000.00
	Culture and Rec Capital	Transfer In(General Fund)	420-39201	Parks Contribution	\$ 17,500.00
	EDA	Transfer In(General Fund)	211-39201	EDA	\$ 20,000.00
	Reserve Fund	Transfer In(General Fund)	851-39201	General Reserves	\$ 20,000.00
	Bldg and Equipment Capital	Transfer In(General Fund)	425-39201	Equipment	\$ -
	Streets Capitol	Transfer In(General Fund)	430-39201	Street Maintenance	\$ 80,000.00
	Ambulance Fund	Transfer In(General Fund)	201-39201	Ambulance	\$ 10,000.00
	Sewer System Replace	Transfer In(Sewer Fund)	225-39203	PFA requirment	\$ -
	Bldg and Equipment Capital	Transfer In(Reserve Fund)	425-39207	City Hall Contribution	\$ 50,000.00
From	:				
	Liquor Fund	Transfer Out (General)	609-49750-710	Annual Operating	\$ 20,000.00
	General Fund	Transfer Out (Building and Equip)	101-41940-723	City Hall Contribution	\$ 80,000.00
	General Fund	Transfer Out (Building and Equip)	101-42200-723	Fire Dept Contribution	\$ 20,000.00
	General Fund	Transfer Out (Building and Equip)	101-49990-723	Theatre/Prairie Arts	\$ 10,000.00
	General Fund	Transfer Out(Cult and Rec)	101-45200-722	Parks Contribution	\$ 17,500.00
	General Fund	Transfer Out(EDA Fund)	101-49990-712	EDA	\$ 20,000.00
	General Fund	Transfer Out(Reserve Fund)	101-49990-717	General Reserves	\$ 20,000.00
	General Fund	Transfer Out(Streets Capital)	101-49990-724	Streets	\$ 80,000.00
	General Fund	Transfer Out (Ambulance)	101-49990-711	Ambulance	\$ 10,000.00
	Sewer	Transfer Out (Sew Sys Rep)	602-49470-720	PFA requirment	\$ -
	Reserve Fund	Transfer Out (Building and Equip)	851-49300-723	City Hall Contribution	\$ 50,000.00

Upon vote taken thereon, the following voted

For: Against: Absent:

Whereupon said Resolution No. 21-36 was declared duly passed and adopted this 22nd day of November, 2021.

Greg Thole Mayor Attest:

AGREEMENT FOR PROFESSIONAL SERVICES

INDUSTRIAL PARK DEVELOPMENT

CITY OF MADISON, MN and BOLTON & MENK, INC.

This Agreement, made this 22nd day of November 2021, by and between CITY OF MADISON, 404 6th Avenue North, Madison, MN 56256, ("CLIENT"), and BOLTON & MENK, INC., 2040 Highway 12 East, Willmar, MN 56201, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with the Industrial Park Development, an infrastructure reconstruction and improvement project to accommodate a new industrial park, ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly in writing.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services.
- 2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
- 3. The attached Schedule of Fees shall apply for services provided through <u>December 31, 2021</u>. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
- 4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
- 5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. The above fees include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
- 6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at

cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

B. PAYMENTS AND RECORDS

- 1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
- 2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
- 3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
- 4. <u>Documents Retention</u>. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. <u>General Liability of CONSULTANT</u>. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend

and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.

- 2. <u>Professional Liability of CONSULTANT.</u> With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
- 3. <u>General Liability of CLIENT</u>. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
- 4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
- 5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
- 6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property

Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.

- 2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
- 3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
- 4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
- 5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
- 6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
- 7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority

over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

- 1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
- 2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

- Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
- 2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

- 1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

- 1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
 - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately

commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.

- 2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
- 3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
- 4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

U. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA)

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional, or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

SECTION 5 - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT:	CONSULTANT: Bolton & Menk, Inc.
Signature	Signature
Printed Name	Printed Name
Date	Date
Address for giving notice:	Address for giving notice:
CLIENT's Representative with authority for ordering engineering services and transmitting instructions:	

Attachments:

Exhibit A Basic Services (scope and deliverable documents) Exhibit B Schedule of Fees (hourly rates table)

Exhibit A

Basic Services

Scope:

- 1. Utility extensions to proposed industrial park and adjacent properties
- 2. Improvements to existing streets and utilities to accommodate utility extensions

Deliverables:

- Preliminary Engineering Report (PER)
 Environmental Narrative

Exhibit B

Schedule of Fees

Employee Classification	Hourly Billing Rates
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-195
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$130-190
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-170
Project Engineer/Surveyor/Planner/Landscape Architect	\$70-140
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$90-120
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-150
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$90-155
Technician (Inc. Construction, GIS, Survey ¹)	\$65-140
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-175
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

Prohibition of Excessive Force Policy Madison CDBG-CV Broadband Program

The City of Madison prohibits the use of excessive force by law enforcement agencies jurisdiction against individuals engaged in nonviolent civil rights demonstrations.

The City of Madison also will enforce applicable State and local laws against physical entrance to or exit from a facility or location which is the subject of such nonviolent civic demonstration within its jurisdiction.

Adopted by the City Council this ____ Day of _____ 2021

By:_____ Greg Thole, Mayor

By:_____ Val Halvorson, City Manager Applicant Name City of Madison

Program/Activity Receiving Federal Grant Funding

Madison CDBG-CV Broadband Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Sites have not yet been identified, but within the city limits of Madison

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title	
Greg Thole	Mayo	
Signature		Date

Fair Housing Plan of Action City of Madison Madison CDBG-CV Broadband Program

CARE-20-0014-O-FY21

The City of Madison understands its obligation to further fair housing practices under the Housing and Community Development Act, and other legislation and implementing regulations. The purpose of this plan is to formally declare the conviction and the intention of the City of Madison to achieve the aims of the Fair Housing Act and to assist the Secretary of Housing and Urban Development for the promotion and assurance of equal opportunity in housing. Fair Housing is generally thought of as a condition in which individuals of similar levels in the same housing market area have a like range of housing choices available to them, regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or familial status.

The City of Madison will undertake the following steps to further fair housing following is a list of potential activities to be held during course of the project:

- The City will place fair housing posters at City Hall and the City will maintain such postings throughout the year.
- The City will provide upon request fair housing materials and information to area banks, realtors and landlords.

This Fair Housing Plan of Action is adopted by the Madison City Council this _____ day of _____, ___20____.

By:_____ Greg Thole, Mayor

By:_____ Val Halvorson, City Manager

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of Madison is participating in the Madison CDBG-CV Broadband project. The consequence of the proposed activities for displacement exists, although it is not anticipated. The purpose of the Residential Antidisplacement and Relocation Assistance Plan is to describe the steps the City of Madison shall take to mitigate the adverse effects of displacement on low-and moderate-income persons.

- A. The City of Madison will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, Part 570.606 and 24 CFR, Part 42. All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City of Madison to provide funds for an activity that will directly result in such demolition or conversion, the City of Madison will make public and submit to the Minnesota Department of Employment and Economic Development the following information:
 - 1. A description of the proposed assisted activity;
 - 2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activities;
 - 3. A time schedule for the commencement and completion of the demolition or conversions;
 - 4. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the City of Madison will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as possible.
 - 5. The source of funding and a time schedule for the provision of replacement dwelling units;
 - The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
 - Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of low and moderate-income households in the City of Madison.

The City of Madison may request the Minnesota Department of Employment and Economic Development to recommend that the U.S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of vacant low/moderate-income dwelling units in standard condition. Exceptions will be reviewed on a case-by-case basis as described in 24 CFR, Part 570.488(c)(1)(B).

- B. The City of Madison will provide relocation assistance, as described in 24 CFR, Part 570.488(c)(2), to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low/moderate-income dwelling unit to another use in connection with an assisted activity.
- C. Consistent with the goals and objectives of activities assisted under the Act, the City of Madison will take the following steps to minimize the displacement of persons from their homes:
 - Rehabilitation Project Activities shall be performed in a manner which will minimize Homeowner inconvenience. Utility shut-offs should occur during standard working hours (8:00 to 5:00), where the installation of fixtures can be concluded in a short period of 1 to 2 days.
 - 2. Should permanent or temporary displacement become necessary due to unforeseen circumstances, the following types of assistance will also be provided:
 - 1. Advisory, referral, and counseling services
 - 2. Moving Expenses (either actual or fixed payments).
 - 3. Rental Assistance Payments (pursuant to Uniform Act of 1970, as amended).
- D. Definitions for the purposes of this plan are as follows:

A "*low/moderate-income dwelling unit*" is a unit with a market rental, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the Section 8 existing housing program.

A "vacant occupiable dwelling unit" is a vacant unit that is in standard condition; or in substandard condition, suitable for rehabilitation; or in dilapidated condition and occupied less than three months from the date of the grantee agreement.

An "occupiable dwelling unit" is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

A "standard condition" dwelling unit is a well-built unit which meets HUD Section 8 Housing Quality Standards (HQS) with.no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs; sound foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing, and electrical systems adequate installation; and adequate sewer systems, and not overcrowded (defined as more than one person per room).

A "Substandard Condition" dwelling unit is a unit if it does not meet HUD Section 8 Housing Quality Standards (HQS) which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. In addition, the dwelling may be overcrowded (defined as more than one person per room).

A "Substandard but Suitable for Rehabilitation Condition" dwelling unit, at a minimum, is a dwelling unit that does not meet Housing Quality Standards (HQS) with some of the features as a "substandard condition" dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate installation. A "substandard but suitable" dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a "Standard" dwelling unit.

Adopted by the City Council this ____ Day of _____ 2021

By:___

Greg Thole, Mayor

Attest:

Val Halvorson, City Manager

CITY OF MADISON COUNTY OF LAC QUI PARLE STATE OF MINNESOTA

RESOLUTION APPROVING AND ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

WHEREAS, the City of Madison is participating in the CDBG-CV Broadband Program.; and

WHEREAS, through this participation it is understood that rehabilitation may occur and is associated with the broadband activity ; and

WHEREAS, there exists the potential for displacement of home-owners as a result of the proposed activities, although this is not anticipated.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MADISON, MINNESOTA:

That, in preparation for any required mitigation of adverse effects of displacement on low to moderate income persons that may occur as a result of the City's participation, the attached "Residential Anti-Displacement and Relocation Assistance Plan" is hereby adopted as a guide to mitigation steps that should be taken.

Adopted by the City Council this ____ Day of _____ 2021

Ву:_____

Greg Thole, Mayor

Attest:

Val Halvorson, City Manager

Section 3 Plan

Madison CDBG-CV Broadband Program

The City of Madison, in conjunction with Madison CDBG-CV Broadband and Commercial Rehabilitation Program #CARE 21-0013-O-FY21, has the following in place to indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons (<80% of AMI), particularly those who are recipients of government assistance for housing.

These efforts could include:

- Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- Direct, on-the job training (including apprenticeships)
- Indirect training such as arranging for, contracting for, or paying tuition for, off-site training
- Technical assistance to help Section 3 workers compete for jobs (e.g. resume assistance, coaching)
- Outreach efforts to identify and secure bids from Section 3 business concerns
- Technical assistance to help Section 3 business concerns understand and bid on contracts
- Division of contracts into smaller jobs to facilitate participation by Section 3 business concern
- Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- Held one or more job fairs
- Provided or connected residents with supportive services that can provide direct services or referrals
- Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation
- Assisted residents with finding child-care
- Assisted residents to apply for/or attend community college or a four -year educational institution
- Assisted residents to apply for or attend vocational/technical training
- Assisted residents to obtain financial literacy training and/or coaching
- Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Provided or connected residents with training on computer use or online technologies
- Others

Madison will require all contractors to complete and submit the Section 3 Business and Women- or Minority-Owned Business Certification Form prior to awarding contracts. Madison will keep a list of Section 3 businesses. While being a Section 3 business is not required for the program, Madison will give preference to qualified, competitive Section 3 businesses. The City of Madison and selected contractor/subcontractors will adhere to the applicable regulations in Subparts A, C and D of 24 CFR 75. This Section 3 Plan is adopted by the Madison City Council this _____ day of _____, ____20_____.

By:_____ Greg Thole, Mayor

By:_____ Val Halvorson, City Manager

Fri Nov 12, 2021 2	:05 PM		CLAIMS REPORT Check Range: 11/12/2021-11/12/202	-1-202/	
GL ACCT #	VENDOR NAME		REFERENCE	AMOUNT	- 62044 CHECK CHECK# DATE
	GENERAL				
101-41110-331 101-41110-331 101-41110-351	MAYOR AND COUNCIL DETOY'S FAMILY RESTAURANT PANTRY CAFE LQP BROADCASTING COMPANY,		COUNCIL-STRATEGIC/CDA COUNCIL-STRATEGIC/CDA MEALS COUNCIL-ORDINANCE	191.57 160.00 50.00	62035 11/12/21 62042 11/12/21 62040 11/12/21
		4111	. MAYOR AND COUNCIL TOTAL	401.57	
101-41320-309 101-41320-323	ADMINISTRATION GWORKS FARMERS MUTUAL TELEPHONE		ADMIN-SOFTWARE LIC & SUPPORT ADMIN-INTERNET 11/21	5,455.31 124.95	62038 11/12/21 62037 11/12/21
		4132	ADMINISTRATION TOTAL	5,580.26	
101-42200-323	FIRE DEPARTMENT FARMERS MUTUAL TELEPHONE		FIRE-INTERNET 11/21	71.95	62037 11/12/21
		4220	FIRE DEPARTMENT TOTAL	71.95	
101-45181-323	GRAND THEATER FARMERS MUTUAL TELEPHONE		GRAND-INTERNET 11/21	86.95	62037 11/12/21
		4518	GRAND THEATER TOTAL	86.95	
101-45200-441	PARKS AND RECREATION BARB LUDVIGSON		MEMORIAL BENCH-OVERPAYMENT-NO	105.00	62041 11/12/21
		4520	PARKS AND RECREATION TOTAL	105.00	
101-45500-433	LIBRARY PIONEERLAND LIBRARY SYS.		4TH QTR FUNDING	19,767.25	62043 11/12/21
		4550	LIBRARY TOTAL	19,767.25	
101-49250-380	UNALLOCATED EXPENDITURES VERIZON WIRELESS		CTY HALL-CELL PHONE 11/21	32.99	62044 11/12/21
		4925	UNALLOCATED EXPENDITURES TOTAL	32.99	
		101	GENERAL TOTAL	26,045.97	
201-44100-320 201-44100-323 201-44100-325	AMBULANCE AMBULANCE EXPERT BILLING, LLC FARMERS MUTUAL TELEPHONE VERIZON WIRELESS	4410	AMB-AMB BILLING EXP-OCT 21 AMB-INTERNET 11/21 AMB-CELL PHONE 11/21 AMBULANCE TOTAL	701.50 71.95 40.03 813.48	62036 11/12/21 62037 11/12/21 62044 11/12/21
		201	AMBULANCE TOTAL	813.48	

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GL ACCT #	VENDOR NAME	2	REFERENCE	AMOUNT	CHECK CHECK# DATE
	EDA ECONOMIC DEVELOPMENT				
211-46500-331	DETOY'S FAMILY RESTAURANT		COUNCIL-STRATEGIC/CDA	191.58	62035 11/12/21
211-46500-331 211-46500-342	PANTRY CAFE		EDA-STRATEGIC/CDA MEALS	160.00	62042 11/12/21
211-46500-542	VAL HALVORSON CHAMBER OF COMMERCE		EDA-FACEBOOK BOOST AD CHAMBER CONTRACT	30.88	62039 11/12/21
.11 40300 400				15,000.00	62034 11/12/21
		4650	ECONOMIC DEVELOPMENT TOTAL	15,382.46	
		211	EDA TOTAL	15,382.46	
	WATER WATER PRODUCTION				
01-49400-323	FARMERS MUTUAL TELEPHONE	١	MT-INTERNET 11/21	71.95	62037 11/12/21
01-49400-325	VERIZON WIRELESS		VT-CELL PHONE 11/21	24.30	62044 11/12/21
		4040 1			
		4940 1	WATER PRODUCTION TOTAL	96.25	
		601 V	ATER TOTAL	96.25	
	SEWER SEWER TREATMENT				
02-49450-323	FARMERS MUTUAL TELEPHONE	¢	SEW-INTERNET 11/21	71.95	62027 11/12/21
02-49450-325	VERIZON WIRELESS		SEW-CELL PHONE 11/21	24.30	62037 11/12/21 62044 11/12/21
		4945 9	SEWER TREATMENT TOTAL	96.25	
		602 S	EWER TOTAL	96.25	
	ELECTRIC UTILITY ELECTRICAL DISTRIBUTION				
04-49570-323	FARMERS MUTUAL TELEPHONE	E	LEC-INTERNET 11/21	71.95	62037 11/12/21
04-49570-325	VERIZON WIRELESS		LEC-CELL PHONE 11/21	81.50	62044 11/12/21
		4957 E	LECTRICAL DISTRIBUTION TOTAL	153.45	
04-49590-410	ADMINISTRATION AND GENERA LQP BROADCASTING COMPANY,	דאר ה		63 7 0	C2010 44 42 124
VTL_ACTE 1	LUI DIVIDUADITING CUMPANY,		LEC-UIIL AD	63.70	62040 11/12/21
		4959 A	DMINISTRATION AND GENERA TOTAL	63.70	
	(604 E	LECTRIC UTILITY TOTAL	217.15	
	LIQUOR				

LIQUOR OFF-SALE LIQUOR

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GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK Check# Date
609-49750-323	FARMERS MUTUAL TELEPHONE	LIQ-INTERNET 11/21	71.95	62037 11/12/21
		4975 OFF-SALE LIQUOR TOTAL	71.95	30 (10)
		609 LIQUOR TOTAL	71.95	
	Ĩ.	Accounts Payable Total	42,723.51	

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
 101	GENERAL	26,045.97
201	AMBULANCE	813.48
211	EDA	15,382.46
601	WATER	96.25
602	SEWER	96.25
604	ELECTRIC UTILITY	217.15
609	LIQUOR	71.95
	TOTAL FUNDS	42,723.51

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GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK CHECK# DATE
101-20650 101-20650 101-20650 101-20650 101-20650	GENERAL ACCRUED PAYROLL DEDUCTION JOHN HANCOCK RETIREMENT UNITED STATES TREASURY MN DEPT. OF REVENUE P.E.R.A. (W/H REPORT) SELECTACCOUNT	JHANCOCK ROTH FED/FICA TAX STATE TAX PERA HSA CONTRIBUTIO	100.00 2,535.46 386.78 1,513.63 75.00	2033 11/17/21 2029 11/17/21 2030 11/17/21 2031 11/17/21 2032 11/17/21
	200	65 ACCRUED PAYROLL DEDUCTION TOTAL	4,610.87	
101-41320-331	ADMINISTRATION COALITION OF GREATER MN CITI	ES ADMIN-SUMMER CONFERENCE-VAL	175.00	62053 11/17/21
	41.	32 ADMINISTRATION TOTAL	175.00	
101-41940-401	CITY HALL PLUNKETT'S INC.	ADMIN-SPRAYING 10/21	65.71	62065 11/17/21
	41	94 CITY HALL TOTAL	65.71	
101-42200-221 101-42200-240 101-42200-240 101-42200-301 101-42200-324 101-42200-331 101-42200-401	FIRE DEPARTMENT STONEY BROOK FIRE & SAFETY HEIMAN FIRE EQUIPMENT INC PRO IMAGE PARTNERS DANA COLE & COMPANY, LLP MEDIACOM MN STATE FIRE DEPT ASSOCIATIO PLUNKETT'S INC.	FIRE-RUBBER BOOTS FIRE-GEAR WASH FIRE-MEN'S JACKET FIRE-DOCUMENT PREP FIRE-DIGITAL ADAPTER ON FIRE-MSFDA MEMBERSHIP DUES '22 FIRE-SPRAYING 10/21	952.19 100.00 103.00 510.00 14.74 225.00 54.75	62067 11/17/21 62058 11/17/21 62066 11/17/21 62054 11/17/21 62061 11/17/21 62062 11/17/21 62065 11/17/21
	422	20 FIRE DEPARTMENT TOTAL	1,959.68	
101-45500-210	LIBRARY JUBILEE FOODS	LIB-BATH TISSUE	47.98	62059 11/17/21
	45	50 LIBRARY TOTAL	47.98	
	10:	1 GENERAL TOTAL	6,859.24	
201-44100-212 201-44100-217 201-44100-217 201-44100-401	AMBULANCE AMBULANCE LQP CO-OP OIL A-OX WELDING SUPPLY COMPA BOUND TREE MEDICAL LLC PLUNKETT'S INC.	AMB-FUEL EXPENSE AMB-SUPPLIES AMB-SUPPLIES AMB-SPRAYING 10/21	229.21 115.09 295.82 52.31	62060 11/17/21 62048 11/17/21 62051 11/17/21 62065 11/17/21
	442	10 AMBULANCE TOTAL	692.43	
	20:	1 AMBULANCE TOTAL	692.43	

WATER

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GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK Check# Date
601-20650 601-20650 601-20650 601-20650 601-20650	ACCRUED PAYROLL DEDUCTION JOHN HANCOCK RETIREMENT UNITED STATES TREASURY MN DEPT. OF REVENUE P.E.R.A. (W/H REPORT) SELECTACCOUNT	JHANCOCK PRETAX FED/FICA TAX STATE TAX PERA HSA CONTRIBUTIO	50.00 873.28 126.73 434.95 155.00	2033 11/17/21 2029 11/17/21 2030 11/17/21 2031 11/17/21 2032 11/17/21
	20	65 ACCRUED PAYROLL DEDUCTION TOTAL	1,639.96	
601-49400-230 601-49400-231 601-49400-234 601-49400-236 601-49400-239 601-49400-321 601-49400-409	WATER PRODUCTION HAWKINS INC. HAWKINS INC. HAWKINS INC. HAWKINS INC. C EMERY NELSON INC FRONTIER COMMUNICATIONS CORP MVTL LABORATORIES INC	WT-SODIUM HYDROXIDE WT-POTASIUM PERM WT-POLY PHOSPHATE WT-CHLORINE WT-ANTISCALANT WT-CIRCUIT 12/21 WT-REGULAR TESTING	898.99 2,772.61 931.71 919.97 5,162.50 43.43 43.60	62057 11/17/21 62057 11/17/21 62057 11/17/21 62057 11/17/21 62052 11/17/21 62056 11/17/21 62064 11/17/21
	49	40 WATER PRODUCTION TOTAL	10,772.81	
	. 601	1 WATER TOTAL	12,412.77	
602-20650 602-20650 602-20650 602-20650	SEWER ACCRUED PAYROLL DEDUCTION UNITED STATES TREASURY MN DEPT. OF REVENUE P.E.R.A. (W/H REPORT) SELECTACCOUNT	FED/FICA TAX STATE TAX PERA HSA CONTRIBUTIO 65 ACCRUED PAYROLL DEDUCTION TOTAL	624.46 110.45 378.28 75.00 1,188.19	2029 11/17/21 2030 11/17/21 2031 11/17/21 2032 11/17/21
602-49450-216 602-49450-221 602-49450-380 602-49450-409	SEWER TREATMENT JUBILEE FOODS ARNESON TIRE SHOP MN VALLEY REC MVTL LABORATORIES INC	SEW-ZIPLOCK BAGS SAMPLING SEW-TIRES SEW-UTILITY EXPENSE SEW-REGULAR TESTING	5.98 710.00 4,069.87 295.80	62059 11/17/21 62049 11/17/21 62063 11/17/21 62064 11/17/21
602-49460-227 602-49460-227 602-49460-404	494 SEWER COLLECTION ARNESON TIRE SHOP FASTENAL COMPANY FASTENAL COMPANY	45 SEWER TREATMENT TOTAL SEW-TIRES SEW-GREEN PAINT/BATTERY SEW-GREEN PAINT/BATTERY	5,081.65 22.00 75.22 98.45	62049 11/17/21 62055 11/17/21 62055 11/17/21
	494	46 SEWER COLLECTION TOTAL	195.67	
	60.	2 SEWER TOTAL	6,465.51	
604-20650 604-20650	ELECTRIC UTILITY ACCRUED PAYROLL DEDUCTION JOHN HANCOCK RETIREMENT UNITED STATES TREASURY	JHANCOCK PRETAX FED/FICA TAX 58	360.00 1,767.28	2033 11/17/21 2029 11/17/21

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GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK CHECK# DATE
604-20650 604-20650 604-20650	MN DEPT. OF REVENUE P.E.R.A. (W/H REPORT) SELECTACCOUNT	STATE TAX PERA HSA CONTRIBUTIO	302.11 971.66 42.31	2030 11/17/21 2031 11/17/21 2032 11/17/21
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	3,443.36	
		604 ELECTRIC UTILITY TOTAL	3,443.36	
609-20650 609-20650 609-20650	LIQUOR ACCRUED PAYROLL DEDUCTION UNITED STATES TREASURY MN DEPT. OF REVENUE P.E.R.A. (W/H REPORT)	FED/FICA TAX STATE TAX PERA	445.39 65.95 151.98	2029 11/17/21 2030 11/17/21 2031 11/17/21
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	663.32	
609-49750-251	OFF-SALE LIQUOR BELLBOY CORPORATION	LIQ-LIQUOR EXPENSE	30.25	62050 11/17/21
		4975 OFF-SALE LIQUOR TOTAL	30.25	
		609 LIQUOR TOTAL	693.57	
		Accounts Payable Total	30,566.88	

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CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT	
101	GENERAL	6,859.24	a l
201	AMBULANCE	692.43	
601	WATER	12,412.77	
602	SEWER	•	
604	ELECTRIC UTILITY	•	
609	LIQUOR	693.57	
	TOTAL FUNDS	30,566.88	
	101 201 601 602 604	101 GENERAL 201 AMBULANCE 601 WATER 602 SEWER 604 ELECTRIC UTILITY 609 LIQUOR	101 GENERAL 6,859.24 201 AMBULANCE 692.43 601 WATER 12,412.77 602 SEWER 6,465.51 604 ELECTRIC UTILITY 3,443.36 609 LIQUOR 693.57

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