

CITY OF MADISON
AGENDA AND NOTICE OF MEETING
Regular Meeting of the City Council – **12:00 Noon**
Wednesday December 29, 2021
Madison Municipal Building

1. CALL THE REGULAR MEETING TO ORDER

Mayor Thole will call the meeting to order.

2. APPROVE AGENDA

Approve the agenda as posted in accordance with the Open Meetings law, and herein place all agenda items on the table for discussion. A MOTION is in order. (Council)

3. APPROVE MINUTES

Handout

A copy of the December 13, 2021 regular meeting minutes are enclosed. A MOTION is in order. (Council)

4. PUBLIC PETITIONS, REQUESTS, HEARINGS, AND COMMUNICATIONS (public/mayor/council)

Members of the audience wishing to address the Council with regard to an agenda item, presentation of a petition, utility customer hearing, or a general communication should be recognized at this time. A MOTION may be in order (Public/Council)

5. CONSENT AGENDA

- | | |
|--|---------|
| A. Mobile 311 Report – November 2021 - receive | Page 1 |
| B. Madison Arts Council Minutes – December 8, 2021 – receive | Page 8 |
| C. LMCIT Dividend – receive | Page 9 |
| D. Liquor Store Report – November 2021 – receive | Page 10 |
| E. Senator Dahms – December 2021 – receive | Page 12 |
| F. Water Plant Report – November 2021 – receive | Page 14 |

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

6. UNFINISHED AND NEW BUSINESS

Page 15

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

Page 16

- B. Approval of City Contracts. A DISCUSSION and MOTION may be in order. (Attorney, Manager, Council)

1. Ambulance Service Billing – Expert Billing, LLC
2. Contract Agreement – LqP Racing Association
3. Memorandum of Understanding – Gemini Rescue
4. Building Maintenance Agreement (City Hall)– Nicole Siedschlag
5. Building Maintenance Agreement (Library) – Old Army Services
6. Assessment Agreement – Lac qui Parle County
7. Emergency Management Contract – Paramount Planning, LLC
8. Utility Bill Services – Isaiah Tuckett

- C. Resolution 21-49 Establishing Designated Polling Place. A DISCUSSION and MOTION may be in order. (Manager, Council)

- D. Resolution 21-50 Budget Transfers. A DISCUSSION and MOTION may be in order. (Manager, Council)

7. MANAGER REPORT (Manager)

- Fiber Committee
- Water Wastewater Operator Timeline
- Land Acquisition Closing

8. MAYOR/COUNCIL REPORTS (Mayor/Council)

9. AUDITING CLAIM

A copy of the Schedule Payment Report of bills submitted December 13, 2021 through December 29, 2021 is attached for approval for Check No. 62199 through Check No. 62208 and debit card purchases. A MOTION is in order.

10. ADJOURNMENT

NOVEMBER 2021 311 MONTHLY COUNCIL REPORT

Status	Address Number	Street Name	Work Type	Date Flagged	Flagged By	Modified Date	Last Modified By	Description	Comments
Complete		wildwood ave	Hydrant	11/30/2021 8:39:31 AM	ryan.flaten@ci.madison.mn.us	11/30/2021 8:39:32 AM	ryan.flaten@ci.madison.mn.us	fire hydrant across from Angies house. we flushed that 11-29-21 and when we turned it on it leaks from the top. it looks to me that the gasket doesnt seal or is tore possibly. needs rebuilt.	
Complete		halvorsons on meadow hills	Hydrant	11/30/2021 8:37:45 AM	ryan.flaten@ci.madison.mn.us	11/30/2021 8:37:46 AM	ryan.flaten@ci.madison.mn.us	the fire hydrant on meadow hills in halvorsons yard needs to be looked at. we flushed it on 11/29/21 and as we were closing the hydrant it would vibrate and sound really odd. i very slowly closed the valve to turn it off hoping we wouldnt have issues.	
Complete	1	st Ave And 6th Street	Dead Animal	11/29/2021 11:15:32 AM	todd.erp@ci.madison.mn.us	11/29/2021 11:15:33 AM	todd.erp@ci.madison.mn.us	Dead squirrel ??	
Complete		Eastview Appartments	Landscaping	11/29/2021 10:43:22 AM	todd.erp@ci.madison.mn.us	11/29/2021 11:08:50 AM	todd.erp@ci.madison.mn.us	Newly planted trees have scrapes on trunk from deer. Also need to wrap trunks for winter.	Wrapped trunks with cold proof tree trunk wrap and white plastic tree trunk wrap. 12 trees total.
Complete		Softball fields	Building Maintenance	11/29/2021 10:39:24 AM	todd.erp@ci.madison.mn.us	11/29/2021 10:39:25 AM	todd.erp@ci.madison.mn.us	Water meter is in manhole at softball fields. Pumped water down in manhole to read meter reading and gave numbers to city hall.	
Complete		family services	Flushing	11/24/2021 10:31:48 AM	ryan.flaten@ci.madison.mn.us	11/24/2021 10:31:49 AM	ryan.flaten@ci.madison.mn.us	Dean got a call on monday, Family services had a tint of yellow water. so we flushed hydrants around that block. havent had a call since so must be okay.	

Complete		Water plant	Other - Water	11/24/2021 10:19:00 AM	ryan.flaten@ci.madison.mn.us	11/24/2021 10:19:01 AM	ryan.flaten@ci.madison.mn.us	John Greene came and cleaned the RO on the 16th and 17th of november for the yearly cleaning. Betty and Ryan were apart of helping and Ryan is learning how to do it so maybe someday we can do it ourselves. the cleaning went good and it was fairly dirty.	
Complete		hwy 40 in front of detoys	Jetting	11/24/2021 10:16:23 AM	ryan.flaten@ci.madison.mn.us	11/24/2021 10:16:24 AM	ryan.flaten@ci.madison.mn.us	Dean Dan Ryan and Dale Monnens Jetted from detoys to the alley west of detoys to clean line for camera guy. we spent all of monday on this little stretch. was very dirty and alot of gravel. then we found we have an issue in the manhole which dean had mentioned in the morning meeting. even after we jetted the camera guy still couldnt get through.	
Complete		hwy 40 and 75	Inspection - Sewer	11/24/2021 10:13:50 AM	ryan.flaten@ci.madison.mn.us	11/24/2021 10:13:51 AM	ryan.flaten@ci.madison.mn.us	we had a camera guy come in and camera all of hwy 75 and 40 all the way to the WWTP. he got all of it but 100 feet or so by Madison Mercintile going east towards detoys	
Complete	6th	ave	Jetting	11/24/2021 10:10:38 AM	ryan.flaten@ci.madison.mn.us	11/24/2021 10:10:39 AM	ryan.flaten@ci.madison.mn.us	Jetted south of 40 on 6th ave. from hopkins ave to 40	Dean Ryan and Monnens jetted this on 11/23/21. being proactive. we got quite a bit of gravel out of the lines
Complete	506	6th st	Building Maintenance	11/22/2021 4:22:28 PM	todd.erp@ci.madison.mn.us	11/29/2021 11:39:35 AM	todd.erp@ci.madison.mn.us	11/22/21 Paint on interior walls in theater are cracking, bubbling and peeling. Shows signs of moisture getting in behind the paint. After checking outside walls, determined that brick mortar is deteriorating and has holes allowing moisture to enter.	11/22/21 TE Scraped interior walls the best we could without damaging walls. Also trying to best match paint at local hardware store. 11/23/21 Matched paint from hardware store. Painted west and east wall. Also had to match corner column. Was different color. Walls look good now. Will be an ongoing battle.

Complete		Slen Park	Building Maintenance	11/22/2021 4:16:17 PM	todd.erp@ci.madison.mn.us	11/22/2021 4:16:18 PM	todd.erp@ci.madison.mn.us	11/22/21 Took Tennis nets down. Stored in Pool house.	
Complete	0	City Shop	Electric - Other	11/22/2021 11:18:20 AM	linedept	11/22/2021 11:18:21 AM	linedept		Checked bulbs on all xmas lites
New Request	10	th st and 1st ave	Street Light Out - Electric	11/22/2021 11:17:40 AM	linedept	11/22/2021 11:17:40 AM	linedept		Ran new overhead power to feed lite
New Request	0	courthpuse	Electric - Other	11/22/2021 10:28:58 AM	linedept	11/22/2021 10:28:58 AM	linedept		Installed xmas lites on courthouse
New Request	0	downtown sub	Electric - Other	11/22/2021 10:28:30 AM	linedept	11/22/2021 10:28:30 AM	linedept		Completed substation report
Complete	0	cemetary sub	Electric - Other	11/22/2021 10:23:38 AM	linedept	11/22/2021 10:29:03 AM	linedept		Completed cemetary substation report
Complete	515	6th st	New Service	11/22/2021 10:20:45 AM	linedept	11/22/2021 10:29:03 AM	linedept		Repaired broken service wires
Complete	716	9th ave	New Service	11/22/2021 10:18:16 AM	linedept	11/22/2021 10:29:03 AM	linedept		Installed new underground service
Complete	720	5th Ave	New Service	11/22/2021 10:14:47 AM	linedept	11/22/2021 10:14:48 AM	linedept		Installed new underground service
Complete	4	th ave and 3rd st	Street Light Out - Electric	11/22/2021 10:11:27 AM	linedept	11/22/2021 10:23:44 AM	linedept		Repaired broken wires
Complete	0	madison healthcare	Electric - Other	11/22/2021 10:07:21 AM	linedept	11/22/2021 10:23:43 AM	linedept		Removed 12 power poles
Complete	0	madison healthcare	Electric - Other	11/22/2021 10:06:56 AM	linedept	11/22/2021 10:23:43 AM	linedept		Tore down all overhead wires
Complete	0	paul zarbachs	New Service	11/22/2021 10:03:05 AM	linedept	11/22/2021 10:03:33 AM	linedept		New house underground service
Complete	9	th ave and 4th st	New Service	11/22/2021 9:58:58	linedept	11/22/2021 10:03:33 AM	linedept		Hooked up new service to shed

Complete	9	Th ave and 4th st	Street Light Out - Electric	11/22/2021 9:58:24 AM	linedept	11/22/2021 10:03:33 AM	linedept		Hooked up new underground feed to lite
Complete	0	paul lunds house	Street Light Out -	11/22/2021 9:55:32	linedept	11/22/2021 10:03:33 AM	linedept		Replaced bulb
Complete	0	jim eischens house	Outage	11/22/2021 9:51:43	linedept	11/22/2021 10:03:15 AM	linedept		Wire busted at transformer
Complete		no address	Parking	11/5/2021 12:48:41 PM	todd.erp@ci.madison.mn.us	11/16/2021 11:24:18 AM	todd.erp@ci.madison.mn.us	11/5/21 TE Complaint has been made that vehicle has been parked on street for very long time and has not moved. Windows have been down and also has expired license.	11/5/2021 - MNLARS report on license plate. Notice sent to vehicle owner. Follow up required 11/15/21 after noon. CE 11/15/21 - 10 days has passed, follow up inspection needed. CE 10/16/21 TE vehicle has been moved.
Work in Progress		hwy 75	Pipe Video	11/4/2021 9:23:19 AM	ryan.flaten@ci.madison.mn.us	11/4/2021 9:23:20 AM	ryan.flaten@ci.madison.mn.us	We had cameraing done on hwy 75 from 8th street all the way down to eichans house. we also did hwy 40 from 75 all the way down to the city dump. there was a couple spots he couldnt get. he is going to come back and finish from the dump to the waste plant and also the other 2 small sections he couldnt get through the debris. we will re jet them 2 spots before he comes.	

Work in Progress		Slen park pool	Building Maintenance	10/20/2021 10:16:53 AM	todd.erp@ci.madison.mn.us	11/1/2021 2:48:12 PM	todd.erp@ci.madison.mn.us	<p>10/19/21 Winterized pool restrooms, pump house, pool and slide. Removed ladders, drain covers and capped all lines before filling pool. Cleaned out water holding tank for slide and opened all valves for water to drain and covered with old pool tarp (to minimize spring cleaning). Used RV antifreeze in any floor drains, toilets, slide and any other areas that could hold water. Removed all items that should not freeze from area and pump house.</p> <p>Attached air compressor and blew out play features in pool, main fill water to slide and water line that feeds North shelter.</p> <p>Once leaves fall or freezing temperatures come, we will remove leaves from pool and fill to set depth for winter.</p> <p>11/1/21 - Cleaned leaves from pool. Removed water from deep sumps and installed caps. Removed sump pump. Started to fill pool. Will fill slowly for couple days.</p>	
Complete		Eastview Apartments	Code Enforcement - Other	5/6/2021 9:22:39 AM	christine.enderson@ci.madison.mn.us	11/29/2021 11:10:40 AM	todd.erp@ci.madison.mn.us	<p>A tenant at Eastview Apartments came to City Hall and notified us of the rundown landscaping (bushes, edging, etc.) around the Eastview buildings.</p> <p>5/7/21 - TE Edging is lifting out of ground in spots, some bushes are dead. Some are overgrown up against windows.</p>	<p>5/13/21 CM, Mayor, Dahle met with Gary Borrás to assess. Landscaper is reviewing and will assist in developing an RFP to replace.</p> <p>Has been repaired and replaced. New plants, edging and trees installed.</p>

Madison Arts Council
Meeting minutes

December 8, 2021

Present: Deb and Maynard Meyer, Sally and Carmen Fernholz, Kay and Annette Fernholz, Cynthia Huse, Kristine Shelstad.

President, Cynthia Huse called the meeting to order at the Madison Mercantile at 4 p.m. December 8, 2021.

Minutes were approved as submitted.

Finances explained by Cynthia were \$6500 SWIF, city has \$500, and \$1100.00 donated funds to Madison Community Foundation were designated for art projects.

Signage for the Biome: Deb Meyer has talked with Dan Kafka of Pro Image Partners of Ortonville who can do curved signs with a 10 year warranty for the interior of the Biome. Deb had examples of wording/photos for 4 panels. 1.) Artist's statement 2.) Donors 3.) Prairie information 4.) historical narrative on Joseph Nicollet
Dan Kafka will be stopping by and might have suggestions on signage for the memorial trees.

In further discussion Carmen volunteered to work on upgraded photos of the Biome particularly at night without extraneous background and will send them to Deb.

Signage on memorial trees: Cynthia had some suggestions and discussion led to the possibilities of artistic black metal work. Maynard remarked that the excellent black signage for the new digital Madison sign was done locally. Carmen volunteered to contact Mike Tonn to inquire about plasma cutting for signage.

Kristine updated us on future programming at the Madison Mercantile including the Facebook page, artist of the month being developed, the Dec. 17 meeting of the board members, and future grant possibilities.

Meeting adjourned at 5:20 p.m. Next meeting scheduled for January 12, 2022 at 4 p.m.

Submitted by
Sally Fernholz



Auto Home Business Farm Crop Bonds Life Health

December 13, 2021

City of Madison
Attn: Val Halvorson
222 Sixth Avenue
Madison, Minnesota 56256

RE: LMCIT Property and Casualty Dividend Announcement

Dear Val and City Council,

GREAT News! Once again, the League of Minnesota Cities Insurance Trust will be sharing a property/casualty dividend with its members!

When determining if dividends are to be paid, the first step is for the LMCIT Board to determine if surplus funds are available and not needed for losses, expenses, or reserves.

The next step is to allocate the dividend among the members insured. The surplus that LMCIT has at any one time is the cumulative result of all the members' premiums and losses since LMCIT began.

The dividend formula is designed to return a proportionally greater share of the total dividend to those insured's that have been members the longest, that have contributed the most in premiums, and have had fewer losses.

The dividend check for the City of Madison will be mailed directly to you and should arrive in the very near future.

KleinInsurance is proud to be the servicing agent for the League of Minnesota Cities and to be able to be part of this dividend program!

Thank you for your insurance business and as always, if there is anything we can do to help, please let us know.

Cordially,

Ryan Young, Agent

222 6th Ave
Madison, MN 56256

ph: 320-598-3979
fax: 320-853-0095



DIVIDEND ANNOUNCEMENT

December 7, 2021

RECEIVED

DEC 13 2021

KLEIN INSURANCE

Dear Agent,

The League of Minnesota Cities Insurance Trust is returning \$15 million to members of the Trust's property/casualty program. Enclosed is an information sheet showing the data used to calculate your client's dividend, and their dividend history. **Dividend checks will be mailed December 9 directly to your client's administrator, manager, or clerk, along with an explanatory memo and your client's information sheet.**

Why is a dividend being returned?

If the Trust's fund balance reaches a level where it's more than sufficient to pay claims and plan for contingencies, the Trust is able to return funds to its members. We undertake this evaluation every year based on losses experienced by members, actuarial projections, investment results, legislative and coverage changes, reinsurance costs, and the Trust's long-term strategic direction.

What is the dividend formula?

Dividends are calculated based on a formula that recognizes members with a longer history of coverage with the Trust and greater success in avoiding and controlling claims. Your client's share was determined based on the calculations shown on the enclosed information sheet.

Is there any pattern or trend to the amount of dividend to expect in the future?

Members should not include dividend returns in their yearly budget projections, because the amount will fluctuate from year to year. The amount of a given year's dividend return has no bearing on the amount returned the following year.

We want to thank you for your continued work on behalf of Minnesota cities. Feel free to contact Laura Honeck, Trust Operations Manager, at lhoneck@lmc.org or (651) 281-1280 if you have any questions, comments, or need additional information.

The League of Minnesota Cities Insurance Trust Board of Trustees

Jake Benson, Councilmember, Proctor
Dave Callister, City Manager, Plymouth
Clint Gridley, City Administrator, Woodbury
Anna Gruber, City Administrator, Sartell

D. Love, Mayor, Centerville
Dave Unmacht, Executive Director, LMC
Alison Zelms, City Administrator, Rochester

**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
PROPERTY/CASUALTY
2021 DIVIDEND CALCULATION
AT MAY 31, 2021**

Klein Insurance

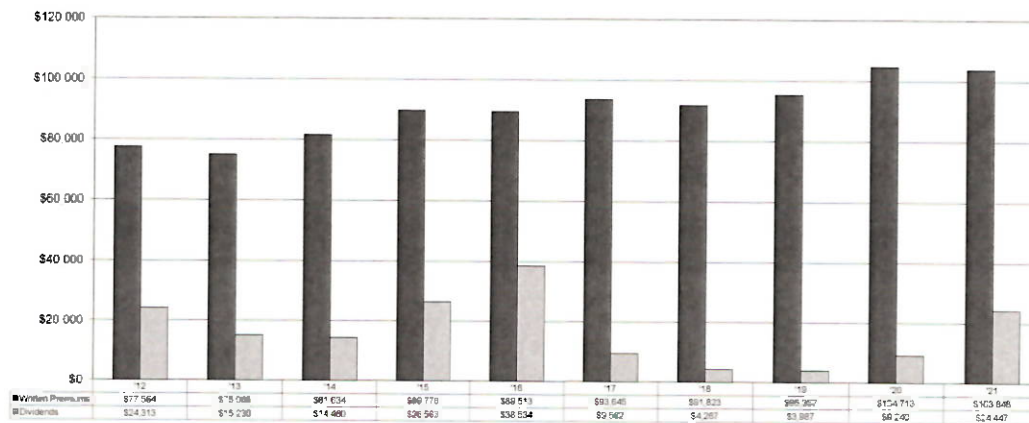
222 6th Ave

Madison MN 56256-1309

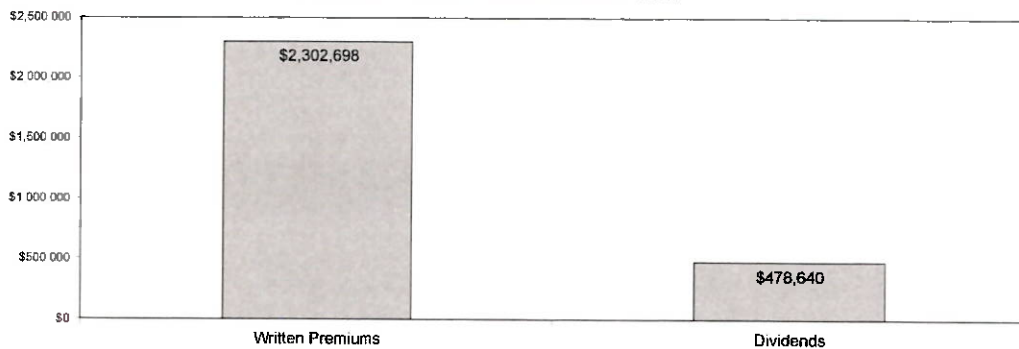
Madison
404 Sixth Avenue
Madison, MN 56256-1237

GROSS EARNED PREMIUM	\$1,526,743
ADJUSTED LOSSES	\$332,101
MEMBERS DIVIDEND PERCENTAGE	0.00162979000
DIVIDEND AMOUNT	\$24,447

Premium and Dividend History



Premiums and Dividends Since 1987



The "gross earned premium" figure is the member's total earned premium as of May 31, 2021 for the past 20 years. This is the premium figure that is used in the dividend calculation.
The 2021 written premium figure is the member's total premium for the member's most recent renewal period, May 31, 2021. For most members, only a portion of that 2021 written premium would be earned as of May 31, 2021.

**CITY OF MADISON
MUNICIPAL LIQUOR STORE**

LIQUOR DISPENSARY REPORT
Statement for the month of November 2021

SALES	2020	2021	% of Sales	2020 YTD	2021 YTD	% of Sales
Liquor	17110.00	16623.72	42.71%	155,576.36	163,726.78	37.20%
Beer	23720.40	21336.58	54.82%	285,454.17	264,678.72	60.14%
Mix, Ice, Etc.	916.30	958.02	2.46%	12,791.60	11,722.86	2.66%
TOTAL SALES	41746.70	38,918.32	100.00%	453,822.13	440,128.36	100.00%
COST OF SALES						
Inventory at 1st of month	41547.97	46098.03	118.45%	381,591.34	431,402.59	98.02%
Purchases	26235.99	29827.93	76.64%	312,232.31	315,587.11	71.70%
Freight	177.10	203.81	0.52%	2060.35	2309.67	0.52%
Inventory at end of month	39990.77	49665.31	127.61%	392,605.82	449,776.72	102.19%
TOTAL COST OF SALES	27970.29	26,464.46	68.00%	303,278.18	299,522.65	68.05%
GROSS PROFIT	13776.41	12,453.86	32.00%	150,543.95	140,605.71	31.95%
OPERATING EXPENSE						
Labor	4274.95	4131.15	10.61%	48,273.81	47,897.48	10.88%
PERA	158.63	158.21	0.41%	1,927.95	1,912.77	0.43%
FICA	326.88	315.92	0.81%	3,682.72	3,662.86	0.83%
Mandatory Medicare	0.00	0.00	0.00%	0.00	0.00	0.00%
* Worker's Compensation	197.01	208.45	0.54%	2,167.11	2,292.95	0.52%
City Health Insurance	309.97	309.97	0.80%	3,296.27	3,409.67	0.77%
General Supplies	0.00	0.00	0.00%	240.24	640.12	0.15%
* Audit Service	83.33	83.33	0.21%	916.63	916.63	0.21%
Dues & Subscriptions	0.00	0.00	0.00%	941.00	414.00	0.09%
Licenses & Taxes	20.00	20.00	0.05%	20.00	20.00	0.00%
Telephone & Internet	113.95	111.27	0.29%	1,249.71	1,228.29	0.28%
Advertising	0.00	270.00	0.69%	3,249.34	3,411.90	0.78%
Utilities	450.64	454.95	1.17%	5,526.84	4,588.61	1.04%
* Property Insurance	146.93	161.50	0.41%	1,616.23	1,776.50	0.40%
Training	0.00	0.00	0.00%	0.00	0.00	0.00%
Building Maint.	0.00	0.00	0.00%	0.00	412.37	0.09%
Equipment Maint.	0.00	0.00	0.00%	16.50	61.05	0.01%
Contractual Services	686.03	760.98	1.96%	8,827.81	8,388.26	1.91%
Travel	0.00	0.00	0.00%	0.00	0.00	0.00%
* Dram Shop Insurance	34.91	37.92	0.10%	384.01	417.12	0.09%
Miscellaneous	0.00	0.00	0.00%	0.00	0.00	0.00%
Depreciation	479.51	464.63	1.19%	4,795.10	5,110.93	1.16%
TOTAL OPERATING EXPENSE	7282.74	7488.28	19.24%	87,131.27	86,561.51	19.67%
Operating Income	6493.67	4,965.58	12.76%	63,412.68	54,044.20	12.28%
Nonoperating Revenues:						
Interest Income	0	0	0.00%	0	0	0.00%
NET INCOME	6493.67	4,965.58	12.76%	63,412.68	54,044.20	12.28%
<i>Transfer out to Gen Fund -\$20,000 (not in calculations)</i>						
* Standard values per month						

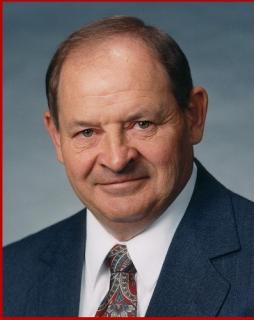
Memo

To: City Administrator & City Council
From: Dale Hiepler, Liquor Store Manager
Date: 12/22/2021
Re: November Sales

Sales for November were \$38,918.32 compared to \$41,746.70 last year; a \$2,828.38 decrease, but we were \$5,074 over 2019 sales.

For the year, we show sales of \$440,128 compared to \$453,822 last year, a \$13,694 decrease from the record sales during the pandemic's first year, but we are up \$60,308 over the 2019 sales. I'm very pleased with the sales this year; not sure what the new norm is since the pandemic is still raising it's ugly head.

Beer sales continue to lag with a \$18,391 drop in volume, with liquor showing a \$8,637 increase.



STATE SENATOR GARY DAHMS



Proudly Serving the Residents of District 16

E-Newsletter

December 2021

HISTORIC BUDGET SURPLUS FORECASTED

On December 2, Minnesota Management and Budget (MMB) released its **November 2021 Forecast** projecting a massive \$7.7 billion surplus. The surplus was driven by strong growth in income, consumer spending, and business taxes. Higher tax receipts are expected to continue with the improvement of the economic outlook.

Minnesota is one of the highest tax states in the nation. With a massive budget surplus, it is apparent that working-class Minnesotans are paying more than they should. We should focus our energy on lowering taxes for middle-class Minnesotans and making Minnesota a more affordable place. With rising costs and inflation posing serious challenges, it is critical we look for ways to provide meaningful relief and to support our small businesses so they can create jobs and grow our economy.



SMALL BUSINESS PARTNERSHIP GRANT AWARDED

The Department of Employment and Economic Development announced the recipients of the Small Business Partnership Grant Program: non-profits and public entities who will provide and facilitate business development and technical assistance to entrepreneurs and small businesses. The purpose of this grant is to support the start-up, growth, and success of Minnesota's entrepreneurs and small business owners through the delivery of high quality free or low-cost professional business development and technical assistance services. One of the recipients included our district's very own SMSU Small Business Development Center in Marshall.



TOWNSHIP MUTUALS MEETING

On December 1, I had the pleasure of meeting with local township mutuals in Cottonwood. We were joined by Commissioner Grace Arnold and Deputy Commissioner Julia Dreier from the Department of Commerce.

It is important for the administration to hear and listen to concerns from our local township mutuals. They are instrumental to our communities and ensure rural families and farmers have easy and affordable access to insurance coverage. Thank you to everyone that participated in this thoughtful discussion.

Front row: Deputy Commissioner Julia Dreier, Commissioner Grace Arnold, and Megan Verdeja. Back row: Karen Weber, Jen Visser, John Domeier, Mark Nelson, Pete Hillie, Senator Gary Dahms, Kevin Strandberg, Kerry Knakmuhs, and Adam Axvig.

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MINNESOTA ENERGY ASSISTANCE PROGRAM

The Minnesota Department of Commerce (which operates the Energy Assistance Program) has over \$130 million in federal funding to help more Minnesota households. The Energy Assistance Program helps Minnesota households pay for current and past-due bills for electricity, gas, oil, biofuel and propane, emergency fuel delivery, and repair/replacement of homeowners' broken heating systems, and could also cover water and sewer bills.

The state raised the income eligibility limit to 60% of Minnesota's median income levels (\$67,765 per year for a family of four) and is significantly increasing benefit amounts to reduce energy burdens more than ever, including up to \$1,600 for energy bills, plus up to \$1,200 for past-due energy bills.

Local service providers have already received and reviewed thousands of energy assistance applications, and payments for many who qualify have already started. There is still plenty of time for new applicants and those who qualified last year to reapply, but funding is limited and administered on a first-come, first-served basis.

Qualifying households must apply for assistance with the local service provider in their area. For more information about the program and to contact their local service provider, Minnesotans can call 800-657-3710 or visit the [Energy Assistance Program](#) section of the Department of Commerce website.



DPS-DVS To OPEN NEW ULM EXAM STATION

Minnesotans looking for driver's license knowledge and road tests closer to home will soon have additional options. The Minnesota Department of Public Safety Driver and Vehicle Services division (DPS-DVS) is working to reopen 67 exam stations, mostly in Greater Minnesota.

DVS initially closed stations in response to the COVID pandemic. However, as other pandemic mitigation efforts were loosened, many closed stations in rural Minnesota did not reopen. In June, Senate Republicans provided more than \$5 million to completely reopen all the previously closed stations and ensure every Minnesotan had access to a testing station. After continued delays into the fall, I and other members of the Senate Majority wrote a letter to the administration on October 5 demanding a timeline on when the stations would be reopened. A hearing held by the Senate Transportation Committee on October 15 provided the public with an opportunity to explain the challenges of sending people hours away for a test when the economy struggled to license enough drivers for essential jobs.



From Senator Dahms and his staff: Jon, Owen, Ryan, and Loren

Water Plant Monthly Report

Year: 2021

		January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
Aqua Hawk	Used (gal)	27	26	29	26	40	43	32	33	30	25	25		336
	Cost	\$341.55	\$328.90	\$366.85	\$328.90	\$506.00	\$543.95	\$404.80	\$417.45	\$379.50	\$316.25	\$316.25		\$4,250.40
KMNo4	Used (lbs)	347	330	393	348	432	505	517	363	347	356	337		4275
	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	\$1,364.85		\$17,313.75
Anti Scalant	Used (gal)	28	25	32	29	36	41	36	32	30	27	27		343
	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	\$1,218.24		\$15,476.16
Poli-phosphate	Used (gal)	44	44	51	49	57	79	65	31	58	47	46		571
	Cost	\$590.48	\$590.48	\$684.42	\$657.58	\$764.94	\$1,060.18	\$872.30	\$416.02	\$778.36	\$630.74	\$617.32		\$7,662.82
Chlorine	Used (lbs)	84	87	114	97	135	165	131	441	115	105	91		1565
	Cost	\$97.44	\$100.92	\$132.24	\$112.52	\$156.60	\$191.40	\$151.96	\$511.56	\$133.40	\$121.80	\$105.56		\$1,815.40
Nalco 7768 Polymer	Used (gal)	2.63	2	2	2	2.5	2.8	2.6	2.7	2.2	2.2	1.9		25.53
	Cost	\$79.16	\$60.20	\$60.20	\$60.20	\$75.25	\$84.28	\$78.26	\$81.27	\$66.22	\$66.22	\$57.19		\$768.45
Flouride	Used (gal)	16	13	20	16	21	27	22	19	17	16	15		202
	Cost	\$92.00	\$74.75	\$115.00	\$92.00	\$120.75	\$155.25	\$126.50	\$109.25	\$97.75	\$92.00	\$86.25		\$1,161.50
Sodium meti-Bisulfate	Used (lbs)	7	7	9	9	10	15	10	12	10	8	9		106
	Cost	\$9.87	\$9.87	\$12.69	\$12.69	\$14.10	\$21.15	\$14.10	\$16.92	\$14.10	\$11.28	\$12.69		\$149.46
R _o O _u Pre-Filters	Used (case)	1	1	2	2	1	1	2	1	2	1	1		15
	Cost	\$228.40	\$228.40	\$456.80	\$456.80	\$228.40	\$228.40	\$456.80	\$228.40	\$456.80	\$228.40	\$228.40		\$3,426.00
RO Cleaner P 703 low Ph	Used (lbs)	0	0	0	0	0	0	0	0	0	0	110		110
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$733.84		\$733.84
Sodium Hydroxide	Used (gal)	0	0	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		\$0.00
RO Cleaner p192 High Ph	Used (lbs)	0	0	0	0	0	0	0	0	0		110		110
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$686.40		\$686.40
Caustic Soda 50% & 30%	Used (gal)	75	83	94	80	113	142	111	91	75	71	79		1014
	Cost	\$607.50	\$672.30	\$761.40	\$648.00	\$915.30	\$1,150.20	\$899.10	\$737.10	\$607.50	\$575.10	\$639.90		\$8,213.40
Hydrachloric Acid 31%	Used (gal)	0	0	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		\$0.00

Well gal Pumped	x1000	4300	4380	5291	4953	6447	8052	7083	6830	5920	5141	4813		63210
Hi service gal, pumped	x1000	2863	2869	3384	3087	3960	4950	4347	4050	3521	3080	2947		39058
Gallons to Waste	x1000	993	933	1103	975.66	1296.84	1636.2	1290	1284	1110	979	960		12560.7
RC membrane gal pumped	x1000	3369	3340	3908	3495	4599	5651	4566	4513	3910	3327	3148		43826
Backwash gal pumped	x1000	543	640	812	926	1194	1516	1368	1274	1085	943	852		11153
w. p water meter gallons	Actual	169220	168030	196200	182620	228590	271010	235600	232930	210980	190140	182480		2267800
Treated accounted gal	Actual	26300	2000	2300	1400	5800	23400	6000	3000	10400	16600	62700		159900
Soft Water gal sold	Actual	0	2100	0	3500	1000	300	6000	1500	0	2100	0		16500
Baseball Field well gal	Actual	0	0	0	0	305900	715900	631900	280400	163800	57100	0		2155000

CITY COUNCIL CHECKLIST

12/22/2021

ITEM	DATE	ADDRESSED BY	RESPONSIBLE TO COMPLETE	Progress Notes	COMPLETE
Pool Hours of Operation	3/25/2019	Zahrbock	CM, council	Last Date August 24th	ongoing
Senior Meal site and Center	1/13/2020	Meyer	CM, Meyer	Constuction and purchases completed-	ongoing
City Garage	4/20/2017	Thole, Fernho	CM	Painting complete	ongoing
MNDOT 2023	8/20/2020	Council	VH	Recommendation to MNDOT by 11/23/20--	ongoing
Handicap Restroom at Grand/Public	8/26/2019	Meyer	CM, Thole	Open 04/01/2021	6/30/2021
Climbing Wall at Pool	8/26/2019	Volk	Parks	Application approved -- prepare for install -- install complete	5/31/2021
Madison Gateway Sign	9/23/2020	Thole	Thole, VH	Complete -- waiting final invoices	7/2/2021
Recreation Facility	5/2/2017	EDA	CM, Conroy	On hold - will require additional community engagement	ongoing
Downtown Renovation Fund	9/22/2014	Meyer	CM,	EDA to determine 2022 Budget	ongoing
Downtown Open Space	10/27/2014	Conroy	CM Parks Board	This property is part of the UMRDC Developable Properties project	ongoing
Hwy 40 Curbing - ask MNDoT to repair	5/11/2015	Zahrbock	CM, Engineer	Virtual Open House	ongoing
Broadband Exploration	4/20/2017	Meyer	CM,committee	Responses Due December 27, 2021 2:30PM	ongoing
City Hall Restoration and Maintenance	6/1/2017	Council	CM, BM	Grant Award - Contract Approval	2021
Welcome Sign School Pride State Champ	7/1/2021	Zahrbock	CM, PZ, AC	School to set up marketing meeting - Tony Smith Julie Asfeld	2022

Ambulance Service Billing Agreement

Expert Billing, LLC And The City of Madison Ambulance

This agreement for service commencing on January 1, 2022 between The City of Madison, a (“CUSTOMER”) and Expert Billing, LLC, a South Dakota LLC (“CONTRACTOR”) shall specify the billing services the CONTRACTOR will provide to the CUSTOMER.

1. CONTRACTOR SERVICES AND OBLIGATIONS

1.1 The CONTRACTOR agrees to provide and furnish ambulance billing services for the accounts receivable of the CUSTOMER as follows:

- 1.1.1 Preparation of initial and monthly statements for all accounts and mailing to responsible parties.
- 1.1.2 Submitting claims to all insurance companies, including Medicare, Medicaid, VA and other insurance providers.
- 1.1.3 Processing and assisting individuals with accounts and with third party insurance payments (private insurance) in order to coordinate payment to the CUSTOMER.
- 1.1.4 Issue up to three (3) billing statements on each account.
- 1.1.5 Issue delinquent account letters on all accounts that have not had payment activity for 120 days.
- 1.1.6 Perform telephone follow-up calls on accounts to patients, medical providers, insurance carriers, or other facilitators to ensure reasonable collection efforts have been attempted. This would include the use of internet resources when applicable.
- 1.1.7 Per CUSTOMER authorization or directive, refer to a designated collection agency or law firm delinquent accounts which have failed to have payment activity after the delinquent account letter was mailed.
- 1.1.8 All accounts authorized for collection agency or law firm handling and as permitted under MN State Statute 270 A, shall be submitted to the Minnesota Department of Revenue and certified for collection per the Minnesota Revenue Recapture Act.
- 1.1.8 Furnish to the CUSTOMER a monthly accounting of all charges and revenue statements handled during the month as well as other billing system reports.
- 1.1.10 Respond to inquiries from individuals who have received ambulance services which are related to their accounts and balances due.
- 1.1.11 Forward complaints and all pertinent written comments received regarding the CUSTOMER to the CUSTOMER’S designee.
- 1.1.12 Retain possession of a back-up billing software program at a secure off-site location.
- 1.1.13 Perform and maintain a computer back-up of accounts receivable records on a daily basis.
- 1.1.14 At the termination of this agreement, return to the CUSTOMER all accounts receivable records and billing information as provided by the CUSTOMER over the course of the billing agreement(s).
- 1.1.15 Train and, where required, license CONTRACTOR personnel to provide services hereunder and to provide such services in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authority. CONTRACTOR will obtain all necessary certificates, permits and licenses at CONTRACTOR’S sole expense and, upon request, provide the CUSTOMER with evidence thereof.
- 1.1.16 Maintain a general liability insurance policy with a contract liability rider of \$2,000,000

annual aggregate and \$2,000,000 per occurrence, which amounts and policy are subject to change as deemed commercially reasonable by CONTRACTOR or CONTRACTOR'S insurance company. The CUSTOMER shall be named as an additional insured on the policy.

2. CUSTOMER OBLIGATIONS

2.1 The CUSTOMER agrees to provide and furnish the CONTRACTOR the following:

- 2.1.1 Information required by the CONTRACTOR to properly bill the accounts. Information shall be in the form of legible paper EMS Patient Care Reports (PCRs) or from electronic Patient Care Reports. Legible information shall be required from electronic as well as paper information.
- 2.1.2 When available, hospital admission face sheets and other information, including patient signatures, which may be available and legally obtainable for individuals receiving ambulance service when necessary for billing purposes.
- 2.1.3 Information that is necessary regarding collection for accounts that remain delinquent after the CONTRACTOR has provided billing services.
- 2.1.4 Payment as required under Article Three of this agreement.

3. PAYMENT FOR SERVICES

- 3.1 The CUSTOMER agrees to pay for services performed by the CONTRACTOR at the rate of **\$29.00** per each billable transport provided by CUSTOMER to CONTRACTOR. The Elite Fee, for use of the Expert Billing Elite subscription is \$3.00 per each billable transport. Pricing will be reviewed and potentially adjusted every 2 years.
- 3.2 The CONTRACTOR shall invoice the CUSTOMER on a monthly basis for services rendered and payment of each invoice shall be due within 30 days of the date of the invoice.

4. TERM, DEFAULT, AND TERMINATION

- 4.1 This agreement shall be effective on the date first mentioned above and shall extend through and include December 31, 2026 unless terminated prior to that date pursuant to this Article Four.
- 4.2 If any one or more of the following occurs: (1) a payment due from CUSTOMER to CONTRACTOR shall be and remain unpaid in whole or in part for more than sixty (60) days after same is due and payable; (2) CUSTOMER shall violate or default on any of the other covenant agreements, stipulations or conditions herein and such violation or default shall continue for a period of ten (10) days after written notice from CONTRACTOR of such violation or default; then it shall be optional for CONTRACTOR, without further demand or notice, to terminate this agreement and the said term ended and CONTRACTOR shall not be liable for damages by reason of such termination; but notwithstanding termination by CONTRACTOR, the liability of CUSTOMER for the payments provided herein shall not be relinquished or extinguished for the services provided prior to termination. CUSTOMER shall be responsible for, in addition to the payments agreed to be paid hereunder, reasonable attorneys' fees and costs incurred by CONTRACTOR to enforce the provisions of this Agreement or to collect the payments due CONTRACTOR hereunder.
- 4.3 Each right or remedy of CONTRACTOR provided for in this agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this agreement now or hereafter existing at law or in equity or by statute or otherwise.
- 4.4 CONTRACTOR shall not be deemed to be in default under this agreement until CUSTOMER has given CONTRACTOR written notice specifying the nature of the default and CONTRACTOR does not cure such default within (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.

- 4.5 CUSTOMER or CONTRACTOR may terminate this agreement for any reason upon 60 days written notice, at which time all outstanding payments due from CUSTOMER to CONTRACTOR shall become immediately due and payable.

5. **INDEMNIFICATION**

- 5.1 Each party agrees that it shall protect, indemnify and hold harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the other in any suit, including appeals, for loss or damage to property caused by the negligent acts or omissions of the indemnifying party, its agents or employees, in connection with or as a result of this agreement, the performance of either party's obligations hereunder or the performance of services governed by this agreement. Neither party shall be required to reimburse, defend or indemnify the other party for loss or claim due to the negligence of such other party. In case of joint or concurrent negligence of the parties giving rise to a loss or claim against either one or both, each shall have full rights of contribution against the other.
- 5.2 Each party shall promptly notify the other party of the assertion of any claim against which the party is indemnified by the other party.

6. **GENERAL PROVISIONS**

- 6.1 Nothing in this agreement is intended or shall be construed to create an employer - employee relationship, a partnership, a joint venture, or a lessor-lessee relationship between the parties.
- 6.2 Each party understands and agrees that it is responsible for payment of the wages, salaries and benefits of its own employees and that the other party shall not pay or withhold any sums for income tax, unemployment insurance, workers compensation premiums, social security or any other withholding required by law or any other agreement.
- 6.3 This agreement shall be interpreted, construed and governed by the laws of the State of Minnesota.
- 6.4 This agreement may be amended or modified only in writing and signed by both parties.
- 6.5 This agreement constitutes the entire agreement between the parties and shall bind and inure to the benefit of the CUSTOMER and the CONTRACTOR and their respective successors and assigns.
- 6.6 This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute only one agreement.
- 6.7 Any notice required or permitted under this agreement shall be deemed sufficiently given or served if e-mailed to brian@experttbilling.com or sent by United States mail, addressed as follows:

If to CONTRACTOR to:

Expert Billing, LLC

Attention: Brian Brosdahl

216 Myrtle Street W., #231

Stillwater, MN 55082

If to CUSTOMER to:

The City of Madison

404 6th Ave.

Madison, MN 56256-1237

CONTRACTOR and CUSTOMER shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Invoices sent by CONTRACTOR to CUSTOMER shall be sent via regular mail to the address set forth above, as may be changed from time to time by CUSTOMER or by email as designated by the CUSTOMER.

- 6.8 If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law. No receipts or acceptance by CONTRACTOR from CUSTOMER of less than the monthly payments herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid amounts; no endorsement or statement of any check or any letter or other writing accompanying any check or payment of rent to CONTRACTOR shall be deemed an accord and satisfaction, and CONTRACTOR may accept and negotiate such check or payment without prejudice to CONTRACTOR's rights to (i) recover the remaining balance of such unpaid amounts or (ii) pursue any other remedy provided in this agreement. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

7 HIPAA BUSINESS ASSOCIATE ADDENDUM

The attached updated HIPAA Business Associate Addendum is incorporated herein in order to satisfy the requirements of the final and/or amended regulations in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996.

Customer

By: _____

Print Name: _____

Title: _____

Contractor

By: 

Printed Name: Brian Brosdahl

Title: President

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between **City of Madison** ("Covered Entity") and **Expert Billing, LLC** (the "Business Associate").

I. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

II. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
- (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the

entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure; (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

III. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

IV. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

V. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

VI. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

VII. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy

Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

VIII. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

IX. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

X. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

COVERED ENTITY

Signature _____ Date _____

Print Name _____ Title: _____

BUSINESS ASSOCIATE

Signature  Date 01JAN22

Print Name Brian Brosdahl Title: President

AGREEMENT

THIS AGREEMENT is made this 29th day of December, 2021, by and between the City of Madison ("City") and the Lqp Racing Association ("Association").

WHEREAS, the Association operates an automotive race track on the Lac qui Parle County Fairgrounds, Madison, Minnesota.

WHEREAS, the City has provided certain services to the Association over the years.

WHEREAS, the parties desire to put forth their agreement in this writing.

NOW THEREFORE, in consideration for the terms and conditions herein, the parties agree as follows:

1. Term: The term of this Agreement shall be for the 2022 racing season and shall continue on annual terms for each year that the Association is in operation unless either party provides 30 day written notice of termination.
2. Ambulance/Fire Service: The City agrees to provide requested ambulance and fire service to the Association for all race events in 2022. The Association agrees to pay the scheduled fees for said services, together with other charges of the City, by December 31st each year.
3. Track Maintenance: City agrees to provide, if available and with no warranties or representations, a road grader for track maintenance. The Association agrees to be responsible for all liability resulting from the presence and operation of the same by its agents or employees. The Association shall ensure proper liability coverage, naming City as additional insured, and shall indemnify and hold City harmless from any claims resulting from the presence and operation of the road grader by the Association. The Association shall be responsible for any damage intentionally or negligently caused by the use of the same. Further, Association shall top off all fluids before returning to the City.
4. Binding Effect: This Agreement shall be binding on and inure to the benefit of the parties successors and assigns.

IN WITNESS HEREOF, the parties agree of as the date first written.

CITY OF MADISON

Lqp Racing Association

By: Greg Thole

By:

Its: Mayor

Its:

Memorandum of Understanding

This Memorandum made this 29th day of December 2021, by and between the City of Madison (“CITY”) and Jennifer Wold (“WOLD”), doing business as “Gemini Rescue and Kennels.”

WHEREAS, the CITY is in need of a caregiver for lost and abandoned dogs.

WHEREAS, WOLD is engaged in the business of caring for lost, abandoned and neglected dogs and the ultimate placement of the same from a facility at her home.

WHEREAS, WOLD has offered to take into custody and care for lost and abandoned dogs to which the CITY is unable to locate the owner after reasonable inquiry at no direct cost or expenses to the CITY.

WHEREAS, the CITY formally recognizes the need for someone to give the proper care and attention to lost and abandoned dogs, and further recognizes the importance of the services that WOLD provides to the area.

WHEREAS, in exchange, the CITY has agreed to provide an annual donation to WOLD’s general services, irrespective of the number of dogs actually care for by WOLD, to help her defray some of the costs.

WHEREAS, the CITY further has agreed to provide the appropriate facility for the temporary care and custody of the dogs until such time as WOLD is able to take the dogs into her custody.

NOWTHEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. **CUSTODY**: Subject to her discretion, WOLD agrees to take into her custody and control dogs of which the CITY is unable to locate an owner or dogs which are considered abandoned upon notice from local law enforcement.

2. **INVESTIGATION**: WOLD further agrees to cooperate with local law enforcement in the determination of whether or not a dog is being properly care for or neglected.

3. **OWNERSHIP**: In the event the CITY or WOLD is unable to locate the owner of a dog or identify a new owner within 30 days of the original custody date, the dog shall become the sole property of WOLD with no further responsibility of the CITY. WOLD further agrees that in the event that she is not able to locate the owner of a dog or

identify a new owner within 90 days of the original custody date, the dog shall be properly and humanely disposed of.

4. **CARE**: WOLD agrees to care for the dogs in accordance with any local, state or federal laws.

5. **ANNUAL CONTRIBUTION**: Irrespective of the number of dogs taken into custody and care for by WOLD, or the level of assistance WOLD provides to local law enforcement, the CITY agrees to make an annual contribution to the general services that WOLD provides in the amount of \$500 for the year 2022.

6. **WAIVER**: The parties further waive and indemnify the other against any and liability, loss, costs, damages, expenses, claims, or other action arising out of or related to this agreement, including attorneys' fees.

7. **NO EMPLOYMENT RELATIONSHIP**: The parties agree that this agreement does not create an employer/employee relationship.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the above-referenced date.

CITY OF MADISON

JENNIFER WOLD

Mayor

Jennifer Wold

ATTEST

City Clerk

BUILDING MAINTENANCE AGREEMENT
BETWEEN THE CITY OF MADISON AND NICOLE SIEDSCHLAG
FOR THE TERM OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

THIS AGREEMENT, made and entered into this 29th day of December, 2021, by and between the City of Madison, a local governmental subdivision of the State of Minnesota, hereafter referred to as “the City”; and Nicole Siedschlag, an independent contractor, whose business address is 523 Pleasant Dr, Madison, MN; hereafter referred to as “the Contractor”, for the period from January 1, 2022 to December 31, 2022.

WHEREAS, the City owns the building known as the Madison Municipal Building (City Hall) located at 404 6th Avenue and has need to contract with an independent contractor for the purpose of providing inside and exterior maintenance and upkeep in said buildings, and to perform the duties set forth and described in EXHIBIT “A” attached hereto and made a part hereof; and

WHEREAS, the Contractor has the experience and capacity to perform the duties set forth and described in EXHIBIT “A” attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, **IT IS HEREBY AGREED** as follows:

DESCRIPTION OF WORK

Work to be performed by the Contractor includes the duties and services set forth in EXHIBIT “A” attached hereto and made a part hereof

PERFORMANCE OF DUTIES

Completed work must satisfy a “reasonable” person’s standard with regard to cleanliness, absence of stains or streak marks, removal of dust and dirt, and replacement of furnishings in an orderly and preferred customer arrangement after cleaning. The City will provide feedback about contractor’s performance from the City Manager on a periodic basis to ensure these standards are being met to the satisfaction of the City. It is understood by all parties that the Contractor’s level of performance to the satisfaction of the City is a significant factor in subsequent renewal or termination of this contract. Extra duties beyond those described and outlined in Exhibit “A” that the City requests of the Contractor shall be compensated at the rate of \$30.00 per hour (duties not included in the Agreement subject to the Contractor’s approval). The Contractor shall submit a monthly invoice stating the hours worked and duties performed and where.

ASSIGNMENT OF DUTIES

Rights to this contract cannot be assigned or duties delegated without the written consent of both parties. Any assignment without prior written authorization confirmed by the city council, renders this contract void and all rights hereunder will thereupon terminate.

ACCESS TO BUILDING

To minimize the disruption to the City in performance of this contract, it is preferred that work performed by the Contractor be arranged before or after normal work hours (Madison Municipal Building) generally are 8:00 a.m. to 4:30 p.m. Cleaning time may be arranged with the Prairie Five Dining Staff and the business office during business hours for specific areas of the building that are not being used.

PAYMENT

The City will pay the Contractor for all work performed by the Contractor, the bid price of \$1000.00 per month for the Madison Municipal Building with daily cleaning on a five day a week basis as established in the exhibits incorporated herein by reference. Contractor shall submit an itemized billing to the City of all work performed for the previous month, and turn in such billing no later than the first working day following the month of service. With timely receipt of billing, the City will issue payment in accordance with the City's regular bill payment process (the city council regularly meets the second and fourth Mondays of each month).

EQUIPMENT AND SUPPLIES

A) The City provides disposable items for the building including the following: rest room soap, paper towels, toilet paper, garbage/sanitary napkin disposal bags, and incandescent and florescent light bulbs. The City may provide equipment for cleaning or janitorial functions (joint cooperation required on this matter).

B) The Contractor will provide disposable items for cleaning the building including the floor cleaners, wax removers (if required), floor wax (if required), dusting spray, window spray, tile cleaners, disinfectant liquids, bowl cleaners, and cloths. The Contractor supplies their own vacuum (city may own vacuums for their own use), extractor, floor buffer, mops, ladders or step stools. Costs of such furnished items are to be included in the bid price accepted by the City.

C) The Contractor is prohibited from using city chairs, desks or other office furniture to stand on or for high reach needs.

D) The City will allow Contractor to store said equipment on the premises if needed in a location mutually agreeable to both parties (generally the custodial/storage room). Items stored must be secured and kept in a neat and orderly manner to the satisfaction of the City. All supplies stored on premises must be properly labeled and be contained so as not to release any toxic fumes.

SAFEGUARD OF CLIENT INFORMATION

Contractor acknowledges that it may come into contact with confidential information while performing its duties hereunder. The use or disclosure, by any party, of information concerning customers or projects of the City in violation of any rule of confidentiality provided for in MS. Chapter 13, or for any purpose not directly connected with the City's or Contractor's responsibility with respect to this maintenance contract hereunder is prohibited.

SAFEGUARD OF CITY PROPERTY

The Contractor shall ensure premises and City property are secure, and shall verify that all parties entering building after hours (during performance of maintenance duties) are employees of the Contractor. The Contractor may not allow person(s) on the premises who are not either employees of the City or employees of the Contractor at any time outside of regular business hours.

The building must remain locked at all times during non-business hours except in the case of scheduled events (city clerk's office is required to supply schedule of events). The consumption of alcoholic beverages while on City premises is strictly prohibited.

In performance of Contractor's duties, Contractor must use diligent care not to damage or cause to damage any office equipment, electrical connections, computers, individual items on shelves or desks, or other City furnishings. If damage does occur, it is the responsibility of the Contractor to notify the City Manager the next working day of the incident.

RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-customer relationship be created by this contract. Contractor agrees to comply with all tax laws applicable to the operation of a business such as contractors, including, but not limited to, the reporting of all gross receipts therefrom as income from the operation of a business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by contractor, and compliance with state employment workers' compensation laws. Contractor acknowledges the payments by City to Contractor will be subject to information reporting requirements (and backup withholding requirements, if and as applicable) as the same are imposed by applicable law. Contractor acknowledges that Contractor will not be treated as an employee of City with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any employee welfare or pension benefit plans that are or may come to be maintained by City, or for purposes of any other benefits or perquisites that City accords to any of its employees.

INDEMNITY AND INSURANCE

A) *Indemnity*. The Contractor agrees that he/she will at all times indemnify and hold harmless the City from any and all liability, loss, damages, costs, or expenses which may be claimed against the City by reason of any injury caused to a person or any damage to the property of another person, caused by the Contractor or his/her assigns or employees in performing the services provided in this agreement.

B) *Insurance*. The Contractor agrees, in order to protect himself/herself and the City under the indemnity provision set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$300,000 dollars for accidental injury, including death of any one person, and not less than \$1,000,000 dollars on account of one accident, and shall have property damage insurance in the amount of not less than \$300,000 dollars for any such accident arising from any one incident.

Prior to the commencement of services under this agreement, the Contractor shall obtain all of the insurance required herein, and such insurance must be approved by the City and its Attorney, and in addition, such insurance policy must name the City of Madison as an additional insured under said policy. All such insurance contracts shall be evidenced by insurance certificates filed with the City Clerk's Office. The certificates shall contain the provision that the insurance shall not be materially changed or canceled during the life of its agreement without thirty (30) days written notice being given to the City.

CANCELLATION

This Agreement may be canceled by the City or by the Contractor with or without cause, to be effective upon not less than thirty (30) days' written notice served upon the City Manager through the City Clerk's Office (Business Office) and the Contractor's most current address on file, to the other party.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONTRACTOR

Contractor

CITY OF MADISON

Greg Thole, Mayor

Attest: _____
Christine Enderson, City Clerk

**City of Madison “Building Maintenance Agreement”
Exhibit “A”**

Updated January 2020	Work Schedule “Check List”		
Area/Office	Function	Times/week	Times/year
Break Room	Vacuum	2	
	Empty garbage	5	
	Dust sills, TV cabinet, chairs	1	
	Wash table & Coffee area	2	
City Mgr. Office	Vacuum	2	
	Empty garbage	3	
Business Office	Vacuum	2	
	Empty garbage	5	
	Dust sills	1	
	Clean front counter & glass	2	
	Clean countertops	2	
	Clean toilet, sink, mirror	2	
	Scrub bathroom floor	2	
	Refill hand towels/toilet paper	as needed	
	Wash down bathroom walls		2
Copy Room	Vacuum	2	
	Empty garbage	5	
	Dust sills, cabinets, counters	1	
	Empty recycling box	as needed	
Entrances	Vacuum or sweep (dry mop)	5	
	Vacuum rugs	5	
	Scrub floor	1	
	Clean glass	3	
Hallways	Vacuum	3	
	Clean glass	2	
	Clean water fountain	2	
	Dust sills, tables	1	
Stairways	Vacuum	1	
Madison Room	Vacuum		6
	Dust sills		6
	Clean tables, chairs		6
	Empty garbage	as needed	

Area/Office	Function	Times/week	Times/year
Auditorium	Vacuum	1	
	Empty garbage	5	
	Dust sills, railings		12
	Vacuum council chairs		12
	Wash tables	1	
	Clean glass	3	
	Set up and take down for council mtg		24
Downstairs Restrooms	Clean toilets, urinals, sinks, mirrors	5	
	Vacuum or sweep floors (dry mop)	5	
	Scrub floors	2	
	Empty garbage	5	
	Refill hand towels, toilet paper	as needed	
Downstairs Hallways	Vacuum or sweep floor (dry mop)	2	
	Scrub floor	1	
Senior Center	Vacuum or sweep floor (dry mop)	5	
	Scrub floor	2	
	Empty garbage	5	
	Wash tables	2	
	Clean glass	3	
	Dust sills		12
City Hall Building	Wash all interior windows		2
	Replace light bulbs	as needed	
	Snow removal from exterior steps and entrances – prior to 8:00 am M-F	as needed	
	Wash coffee servers	as needed	
	Sweep exterior steps and entrances	as needed	
	Clean elevator	1	
	Miscellaneous	as needed	

BUILDING MAINTENANCE AGREEMENT
BETWEEN THE CITY OF MADISON AND OLD ARMY SERVICES
FOR THE TERM OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

THIS AGREEMENT, made and entered into this 29th day of December, 2021, by and between the City of Madison, a local governmental subdivision of the State of Minnesota, hereafter referred to as “the City”; and Lyndon Worden, an independent contractor, whose business address is 104 W10th St, Madison, MN; hereafter referred to as “the Contractor”, for the period from January 1, 2022 to December 31, 2022.

WHEREAS, the City owns the buildings known as the Carnegie Library (Madison Public Library) located at 401 6th Avenue and has need to contract with an independent contractor for the purpose of providing inside and exterior maintenance and upkeep in said buildings, and to perform the duties set forth and described in EXHIBIT “A” attached hereto and made a part hereof; and

WHEREAS, the Contractor has the experience and capacity to perform the duties set forth and described in EXHIBIT “A” attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, **IT IS HEREBY AGREED** as follows:

DESCRIPTION OF WORK

Work to be performed by the Contractor includes the duties and services set forth in EXHIBIT “A” attached hereto and made a part hereof

PERFORMANCE OF DUTIES

Completed work must satisfy a “reasonable” person’s standard with regard to cleanliness, absence of stains or streak marks, removal of dust and dirt, and replacement of furnishings in an orderly and preferred customer arrangement after cleaning. The City will provide feedback about contractor’s performance from the City Manager on a periodic basis to ensure these standards are being met to the satisfaction of the City. It is understood by all parties that the Contractor’s level of performance to the satisfaction of the City is a significant factor in subsequent renewal or termination of this contract. Extra duties beyond those described and outlined in Exhibit “A” that the City requests of the Contractor shall be compensated at the rate of \$30.00 per hour (duties not included in the Agreement subject to the Contractor’s approval). The Contractor shall submit a monthly invoice stating the hours worked and duties performed and where.

ASSIGNMENT OF DUTIES

Rights to this contract cannot be assigned or duties delegated without the written consent of both parties. Any assignment without prior written authorization confirmed by the city council, renders this contract void and all rights hereunder will thereupon terminate.

ACCESS TO BUILDING

To minimize the disruption to the City in performance of this contract, all work performed by the Contractor must be arranged before or after normal work hours as publicly posted at the Carnegie Library

PAYMENT

The City will pay the Contractor for all work performed by the Contractor, the bid price of \$800.00 per month for twice weekly cleaning for the Carnegie Library Building as established in the exhibit incorporated herein by reference. Contractor shall submit an itemized billing to the City of all work performed for the previous month, and turn in such billing no later than the first working day following the month of service. With timely receipt of billing, the City will issue payment in accordance with the City's regular bill payment process (the city council regularly meets the second and fourth Mondays of each month).

EQUIPMENT AND SUPPLIES

A) The City provides disposable items for the building including the following: rest room soap, paper towels, toilet paper, garbage/sanitary napkin disposal bags, and incandescent and florescent light bulbs. The City may provide equipment for cleaning or janitorial functions (joint cooperation required on this matter).

B) The Contractor will provide disposable items for cleaning the building including the floor cleaners, wax removers (if required), floor wax (if required), dusting spray, window spray, tile cleaners, disinfectant liquids, bowl cleaners, and cloths. The Contractor supplies their own vacuum (city may own vacuums for their own use), extractor, floor buffer, mops, ladders or step stools. Costs of such furnished items are to be included in the bid price accepted by the City.

C) The Contractor is prohibited from using city chairs, desks or other office furniture to stand on or for high reach needs.

D) The City will allow Contractor to store said equipment on the premises if needed in a location mutually agreeable to both parties (generally the custodial/storage room). Items stored must be secured and kept in a neat and orderly manner to the satisfaction of the City. All supplies stored on premises must be properly labeled and be contained so as not to release any toxic fumes.

SAFEGUARD OF CLIENT INFORMATION

Contractor acknowledges that it may come into contact with confidential information while performing its duties hereunder. The use or disclosure, by any party, of information concerning customers or projects of the City in violation of any rule of confidentiality provided for in MS. Chapter 13, or for any purpose not directly connected with the City's or Contractor's responsibility with respect to this maintenance contract hereunder is prohibited.

SAFEGUARD OF CITY PROPERTY

The Contractor shall ensure premises and City property are secure, and shall verify that all parties entering building after hours (during performance of maintenance duties) are employees of the Contractor. The Contractor may not allow person(s) on the premises who are not either employees of the City or employees of the Contractor at any time outside of regular business hours. The building must remain locked at all times during non-business hours except in the case of

scheduled events (city clerk's office is required to supply schedule of events). The consumption of alcoholic beverages while on City premises is strictly prohibited.

In performance of Contractor's duties, Contractor must use diligent care not to damage or cause to damage any office equipment, electrical connections, computers, individual items on shelves or desks, or other City furnishings. If damage does occur, it is the responsibility of the Contractor to notify the City Manager and/or Head Librarian the next working day of the incident.

RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-customer relationship be created by this contract. Contractor agrees to comply with all tax laws applicable to the operation of a business such as contractors, including, but not limited to, the reporting of all gross receipts therefrom as income from the operation of a business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by contractor, and compliance with state employment workers' compensation laws. Contractor acknowledges the payments by City to Contractor will be subject to information reporting requirements (and backup withholding requirements, if and as applicable) as the same are imposed by applicable law. Contractor acknowledges that Contractor will not be treated as an employee of City with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any employee welfare or pension benefit plans that are or may come to be maintained by City, or for purposes of any other benefits or perquisites that City accords to any of its employees.

INDEMNITY AND INSURANCE

A) *Indemnity*. The Contractor agrees that he will at all times indemnify and hold harmless the City from any and all liability, loss, damages, costs, or expenses which may be claimed against the City by reason of any injury caused to a person or any damage to the property of another person, caused by the Contractor or his/her assigns or employees in performing the services provided in this agreement.

B) *Insurance*. The Contractor agrees, in order to protect himself/herself and the City under the indemnity provision set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$300,000 dollars for accidental injury, including death of any one person, and not less than \$1,000,000 dollars on account of one accident, and shall have property damage insurance in the amount of not less than \$300,000 dollars for any such accident arising from any one incident.

Prior to the commencement of services under this agreement, the Contractor shall obtain all of the insurance required herein, and such insurance must be approved by the City and its Attorney, and in addition, such insurance policy must name the City of Madison as an additional insured under said policy. All such insurance contracts shall be evidenced by insurance certificates filed with the City Clerk's Office. The certificates shall contain the provision that the insurance shall not be materially changed or canceled during the life of its agreement without thirty (30) days written notice being given to the City.

CANCELLATION

This Agreement may be canceled by the City or by the Contractor with or without cause, to be effective upon not less than thirty (30) days' written notice served upon the City Manager through the City Clerk's Office (Business Office) and the Contractor's most current address on file, to the other party.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONTRACTOR

CITY OF MADISON

Contractor

Greg Thole, Mayor

Attest: _____
Christine Enderson, City Clerk

**City of Madison Public Library “Building Maintenance Agreement”
Exhibit “A”**

Area/Office	Function	Times/week	Times/year
		Library	
Library	Clean & dust tables and chairs	2	
Library	Clean & dust window sills	2	
Library	Dust/sanitize public computer	2	
Library	Vacuum all carpet & stairwells	2	
Library	Empty wastebaskets	2	
Library	Dry mop floors	2	
Library	Wet mop floors	2	
Library	Clean glass	2	
Library	Clean water fountain	2	
Library	Clean toilets/urinals	2	
Library	Clean sinks & mirrors	2	
Library	Check towels & paper	2	
Library	Clean floor mats	2	
Library	Clean & dust elevator	2	
Library	Wax floors		2
Library	Wash windows-inside & out		2
Library	Replace furnace filters		12
Library	Miscellaneous	as needed	
Library	Replace light bulbs	as needed	
Library	Snow removal from exterior steps and entrances prior to business hours	as needed	

ASSESSMENT AGREEMENT
BETWEEN LOCAL UNIT AND COUNTY

THIS AGREEMENT is made and entered into by and between the City of Madison and the County of Lac qui Parle, State of Minnesota, this _____ day of _____, 2022.

WHEREAS, the City of Madison wishes to enter into an agreement with the County of Lac qui Parle to provide for the assessment of the property in said city with the Land Records Director; and

WHEREAS, it is the wish of said county to cooperate with said city to provide for a fair and equitable assessment of property;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the City of Madison which lies within the County of Lac qui Parle and constitutes a separate assessment district, shall have its property assessed by the Land Records Director of Lac qui Parle County for the assessment years of 2023, 2024, and 2025.

2. In consideration for said assessment services, the City of Madison hereby agrees to pay the County of Lac qui Parle the amount of \$17.00 per parcel for the 2023 assessment, \$18.70 for the 2024 assessment, and \$20.57 for the 2025 assessment (including real, exempt, personal and mobile homes).

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2022

City of Madison

By: _____
Mayor

By: _____
City Clerk

County of Lac qui Parle

By: _____
Chairperson

By: _____
County Administrator

INDEPENDENT CONTRACTOR AGREEMENT

CITY OF MADISON, MN

EMERGENCY MANAGEMENT CONTRACTOR

THIS AGREEMENT is made on 29th day of December, 2021, between the City of Madison, Minnesota ("City") and Paramount Planning Group, LLC, a Minnesota limited liability company ("Contractor"):

WHEREAS, the City seeks to retain the services of Contractor relative to the management and operation of the City's Emergency Operation Plan and overall emergency preparedness;

WHEREAS, the Contractor agrees to provide such services as an independent contractor to the City during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein **IT IS HEREBY AGREED** as follows:

1. DESCRIPTION OF WORK: Contractor agrees to perform the duties of an Emergency Management Director in the performance and management of the City's Emergency Operation Plan and overall emergency preparedness as generally described in the attached Exhibit.

2. TERM OF THIS AGREEMENT: This Agreement shall commence July 1, 2021, and shall continue December 31, 2022, unless otherwise agreed to by the parties. Either party may terminate this Agreement, with or without cause, upon 90 days written notice.

3. PERFORMANCE OF DUTIES: It is understood by all parties that Contractor will provide said services and that Contractor shall have no obligation to work any particular hours. Contractor shall determine the means and manner in which Contractor provides its services. The City shall not have any right to control or direct the details, manner or means by which Contractor provides their services so long as said services are performed in accordance with federal and state rules.

4. INDEPENDENT CONTRACTOR: The Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this agreement. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting Contractor as an employee of City for any purpose or in any manner whatsoever.

The parties intend that an independent contractor-customer relationship be created by this Agreement. The City is interested only in the services and results to be achieved, and the conduct and control of the work will lie solely with Contractor, an independent business of the City.

5. ASSIGNMENT OF DUTIES: Duties to perform under this Agreement cannot be assigned or delegated without the written consent of both parties. Any assignment renders this agreement void and all rights hereunder will thereupon terminate.

6. PAYMENT: Contractor shall be paid the total sum of **\$400.00** per month, payable in monthly installments commencing December 31, 2022. Said fee is based on an eight (8) hour commitment each month that the parties understand may vary from time to time depending on services needed. In addition, Contractor shall be paid \$75.00 per hour for special projects, state and/or federal disasters provided Contractor provides prior notice of any such billing prior to services performed. Contractor shall be liable for any mileage or other expenses associated with the performance of services hereunder unless otherwise agreed to by the parties.

6. INDEMNIFICATION: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees, against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees, with the other, its officers and employees, may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this agreement.

7. CONTRACTOR'S TAX RESPONSIBILITIES: Contractor agrees to supply its Employer Identification Number from the Internal Revenue Service and Taxpayer Identification Number from the State of Minnesota and to comply with all tax laws applicable to the operation of a business such as contractors, including, but not limited to, the reporting of all gross receipts there from as income from the operation of a business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by contractor, and compliance with state employment workers' compensation laws. Contractor acknowledges the payments by City to Contractor will be subject to information reporting requirements (and backup withholding requirements, if and as applicable) as the same are imposed

by applicable law. Contractor acknowledges that Contractor will not be treated as an employee of City with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any employee welfare or pension benefit plans that are or may come to be maintained by City, or for purposes of any other benefits or perquisites that City accords to any of its employees.

8. INSURANCE: Contractor will carry, for the duration of this Agreement, liability insurance in an amount acceptable to City. Contractor agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement.

9. OTHER TERMS: City agrees to provide office space to Contractor within a City owned building and shall be responsible for general expenses including access to internet if requested.

IN WITNESS WHEREOF, each of the City and Contractor has executed or cause this Agreement to be executed upon the date and year first above-written.

Dated: _____

CITY OF MADISON

By:

Its:

ATTEST

Dated: _____

PARAMOUNT PLANNING GROUP, LLC

By: Blain Johnson

Its: Manager

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made on the 29th day of December 2021, between the City of Madison, a political subdivision serving as a municipal corporation, ("City Council") and Isaiah Tuckett ("Contractor"). City Council and Contractor agree as follows:

1. Contractor agrees to perform general business services for the City related to utility bill mailing preparation as directed by the City Council and its City Clerk. Preparation is to include folding and stuffing of the utility bills into mailing envelopes as well as extra inserts and other mailings as needed. Other mailings would be compensated at an agreed upon rate.

2. The City Council will pay Contractor on a monthly basis for the work performed during the term of this Agreement. Contractor's rate of compensation shall be \$175 per monthly billing cycle.

3. Contractor agrees to submit a monthly invoice for work performed under this Agreement.

4. Any and all expenses incurred by Contractor in performing services pursuant to this Agreement are the sole responsibility of Contractor.

5. Contractor shall have no obligation to work any particular hours, except as specified herein, or any particular amount of hours. Contractor shall determine the means and manner in which Contractor provides their services. The City Council and its agents and representatives shall not have any right to control or direct the details, manner or means by which Contractor provides their services.

6. Contractor acknowledges that information they may acquire in the course of the performance of this Agreement, to the extent not generally known or available to the public, constitutes confidential information of the City Council. Contractor agrees not to disclose or use for Contractor's own benefit any confidential information of the City Council, and further agrees to return all such confidential information to City Council on any non-renewal or termination of this Agreement.

7. Consistent with the relationship between the parties to this Agreement, Contractor shall not be represented to the public as an employee or agent of City Council by either Contractor or City Council.

8. Contractor agrees to secure any and all necessary licenses for the operation of Contractor's business, and to conduct such business in full compliance with all applicable laws, codes and regulations.

9. This Agreement shall be in effect for the calendar year 2022. In addition, either party may terminate this Agreement on 30 days written notice to the other party.

10. Contractor agrees to comply with all tax laws applicable to the operation of a business, including, but not limited to, the reporting of all gross receipts therefrom as income from the operation of a business, the payment of all employment taxes, compliance with all employment tax requirements for withholding on any employees used by contractor, and compliance with state employment workers' compensation laws. Contractor acknowledges the payments by City Council to Contractor will be subject to information reporting requirements (and backup withholding requirements, if and as applicable) as the same are imposed by applicable law. Contractor acknowledges that Contractor will not be treated as an employee of City Council with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any employee welfare or pension benefit plans that are or may come to be maintained by City Council, or for purposes of any other benefits that the City Council accords to any of its employees.

11. There are no agreements between Contractor and City Council except as appear in this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City Council and Contractor have executed or caused this Agreement to be executed upon the date and year first above-written.

CONTRACTOR

CITY OF MADISON

By: _____
Its: Mayor

By: _____
Its: Clerk

**CITY OF MADISON MINNESOTA
RESOLUTION NO. 21-49**

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

Resolution Designating Polling Place

WHEREAS, Minnesota Statute section 204B.16, Subdivision 1 requires the governing body of each municipality designate a polling place for each election precinct;

WHEREAS, this designation must be made by December 31 of each year, and said designation is effective for the following calendar year, unless a change is made pursuant to Minnesota Statute 204B.175 or because the polling place becomes unavailable;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Madison, Lac qui Parle County, Minnesota hereby establishes the boundaries of the voting precinct and polling place as follows:

Precinct Name –

Polling Place Location

Precinct 0095 City of Madison

**City of Madison - City Hall
404 Sixth Avenue
Madison, MN 56256**

Upon vote taken thereon, the following voted:

For:

Against:

Absent:

Whereupon said Resolution 21-49 was declared duly passed and adopted this 29th day of December, 2021.

Greg Thole, Mayor

ATTEST: _____
Christine Enderson, City Clerk

Memo

To: Mayor and Council Members
From: Val Halvorson City Manager
CC: Dean Broin
Date: 01/15/2022
Re: Water WasteWater Operator

Background:

With the resignation of the Water Wastewater Operator employee – Betty Chester, the City will advertise to fill the opening as outlined below.

- Advertise weeks of January 24 -31, 2022
- Application deadline February 11, 2022 4:30 PM
- Interviews February 23-25, 2022
- Committee to select and make an offer – February 25, 2022
- Council Approval – March 14, 2022 or Special Meeting Date TBD

Personnel Policy excerpt:

An employee's resignation immediately takes effect as soon as it reaches the appointing authority unless a future date is indicated. The city manager, as the appointing authority, may accept the resignation without further action of the city council (A.G. Op. 359-A-20).

Discussion/Recommendation:

Proceed as outlined above.

CLAIMS REPORT

Check Range: 12/14/2021-12/14/2021

UP CK# 62199-62205

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
	GENERAL				
	FIRE DEPARTMENT				
101-42200-212	LQP CO-OP OIL	FIRE-FUEL EXPENSE	425.89	62202	12/14/21
101-42200-219	MIDWEST MACHINERY CO	FIRE-FILLER CAP	4.79	62204	12/14/21
101-42200-219	WESTERN GUARD	FIRE-RED PAPER	3.75	62205	12/14/21
101-42200-221	ALEX AIR APPARATUS INC	FIRE-PARTS	280.00	62199	12/14/21
101-42200-324	MEDIACOM	FIRE-DIGITAL ADAPTER	7.37	62203	12/14/21
		4220 FIRE DEPARTMENT TOTAL	721.80		
		101 GENERAL TOTAL	721.80		
	STREETS CAPITAL FUND				
	CAPITAL PROJ. (STREETS)				
430-43120-580	FRAGODT AUCTION & REAL ESTATE	STR CAPITAL-PLOW TRUCK W/SANDR	37,000.00	62201	12/14/21
		4312 CAPITAL PROJ. (STREETS) TOTAL	37,000.00		
		430 STREETS CAPITAL FUND TOTAL	37,000.00		
	ELECTRIC UTILITY				
	ELECTRICAL DISTRIBUTION				
604-49570-583	BORDER STATES ELECTRIC SU	ELEC-120V PLGON	8.18	62200	12/14/21
		4957 ELECTRICAL DISTRIBUTION TOTAL	8.18		
		604 ELECTRIC UTILITY TOTAL	8.18		
		Accounts Payable Total	37,729.98		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
101	GENERAL	721.80
430	STREETS CAPITAL FUND	37,000.00
604	ELECTRIC UTILITY	8.18

	TOTAL FUNDS	37,729.98

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
12172021	FIREFLIES PLAY ENVIRONMEN AGE FRIENDLY PROJ-OUTDOOR MUSI	420-45020-580	12,266.50			
12172021A	NORWELL FITNESS EQUIP DOWNPAY	420-45020-580	10,405.00	12,266.50	62208	12/21/21
				10,405.00	62208	12/21/21
	REPORT TOTAL			=====		
				22,671.50		