

**CITY OF MADISON**  
**AGENDA AND NOTICE OF MEETING**  
Regular Meeting of the City Council – **5:00 PM**  
**Monday February 14, 2022**  
Madison Municipal Building

**1. CALL THE REGULAR MEETING TO ORDER**

Mayor Thole will call the meeting to order.

**2. APPROVE AGENDA**

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

**3. APPROVE MINUTES**

Page 1

A copy of the January 24, 2022 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. Senator Gary Dahms – February 7, 2022 - receive	Page 3
B. Arts Council Minutes – January 12, 2022 - receive	Page 4
C. Cash Investment Balance – January 2022 – receive	Page 5
D. Revenue Expense Report – January 2022 – receive	Page 6
E. Ehlers Investment Report – January 2022 – receive	Page 11
F. Computer Commuter – January 2022 – receive	Page 12
G. Liquor Store Report – January 2022 – receive	Page 13
H. MEDA Loan Note Status – January 2022 – receive	Page 15
I. MEDA Meeting Minutes – January 3, 2022 – receive	Page 16
J. Reserve and Capitol Project – January 2022 – receive	Page 18
K. Water Plant Monthly Report – January 2022 – receive	Page 19
L. Mobile 311 – January 2022 – receive	Page 20
M. Application for Exempt Permit – St. Michael Church – approve	Page 28

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

**6. UNFINISHED AND NEW BUSINESS**

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

- B. City Engineer Invoice Approval – Kent Louwagie. A DISCUSSION and MOTION may be in order. (Manager, Council)

- C. Resolution 22-14. Establishing to Elect Standard Allowance. A DISCUSSION and MOTION may be in order. (Manager, Council)

- D. Resolution 22-15 Requesting Marked Crosswalks - MNDOT. A DISCUSSION and MOTION may be in order. (Manager, Council)

- E. Approve City of Madison Logo and Guidelines. A DISCUSSION and MOTION may be in order. (Manager, Council)

- F. Approve Broadband Contract – Farmers Mutual Telephone Company. A DISCUSSION and MOTION may be in order. (Manager, Council)

- G. Approve Architectural Services Contract – Madison City Hall Rehabilitation. A DISCUSSION and MOTION may be in order. (Manager, Council)

**7. MANAGER REPORT (Manager)**

- Public Works Committee – February 15, 2022

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

- EDA February 7, 2022
- Chamber February 2, 2022

**9. AUDITING CLAIM**

A copy of the Schedule Payment Report of bills submitted January 24, 2022 through February 14, 2022 is attached for approval for Check No. through Check No. and debit card purchases. A MOTION is in order.

**10. ADJOURNMENT**

**CITY OF MADISON  
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL  
REGULAR MEETING  
JANUARY 24, 2022**

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

**AGENDA**

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

**MINUTES**

Upon motion by Meyer, seconded by Zahrbock and carried, the January 10, 2022 regular meeting minutes were approved as presented.

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

None

**CONSENT AGENDA**

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

Council was provided a summary from the public safety meeting held last week.

**CITY COUNCIL CHECKLIST**

Council reviewed the City Council Checklist.

Council discussed the location of the new County highway shop in relation to the land the City is annexing in.

**LAC QUI PARLE COUNTY SHERIFF'S REPORT**

Lac qui Parle County Sheriff Allen Anderson presented Council with the Law Enforcement annual report for 2021 and noted 1,342 total calls for the City of Madison last year. He summarized the calls by type and reported on upcoming events for 2022.

**FIBER TO THE PREMISES**

Upon motion by Zahrbock, seconded by Conroy and carried, Council approved the proposal submitted by Farmers Mutual Telephone Company for the Fiber to the Premises project to be completed in 2023. The total investment to complete the project is \$4,468,994. Farmers Mutual is able to fund the requested \$1,500,000 and estimated overages while \$2,468,994 will be covered by the CDBG-CV grant, and the City matching \$400,000.

**INDEPENDENT CONTRACT – UMVRDC**

Upon motion by Conroy, seconded by Meyer and carried, Council approved execution of an independent contract agreement between the Upper Minnesota Valley Regional Development Commission (UMVRDC) and the City of Madison effective from August 9, 2021 to March 1, 2024. The UMVRDC

will act as the overall Administering Agent on behalf of the City for the MN Community Development Block Grant Coronavirus (CDBG-CV) at a cost of \$60,000.

### **EMPLOYEE WELLNESS PROGRAM**

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

### **CITY MANAGER'S REPORT**

**Utility Extension:** The Federal EDA grant was submitted with assistance from UMVRDC. The grant request is for \$1,795,360 with a City local match of \$448,840. There may be an assessment component to meet the match. Expected grant response is not until Fall of 2022.

**Snow parking/sidewalk:** With recent snowfall, notices have been delivered for vehicles parked on the street during snow removal and sidewalks not cleared after 24 hours.

**COVID:** City Manager Halvorson informed Council that COVID-19 has been affecting City employees; however, it has been manageable.

**Senior Citizens:** City Manager Halvorson is meeting with the president of the senior citizen committee this week.

**Accounting Software:** Council was informed that the business office staff recently viewed a webinar for a potential change in accounting software. The current software has not been keeping up with modern office tasks and efficiencies.

**Daycare meeting:** There will be a county-wide daycare meeting on Thursday, 1/27.

**Chamber Meeting:** The annual chamber event is this Friday, 1/28, at 6 p.m.

### **MAYOR/COUNCIL REPORTS**

None

### **DISBURSEMENTS**

Upon motion by Volk, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between January 11, 202 and January 2, 2022. These disbursements include United Prairie Check Nos. 62301-62340.

There being no further business, upon motion by Conroy, seconded by Meyer and carried, meeting adjourned at 5:51 pm.

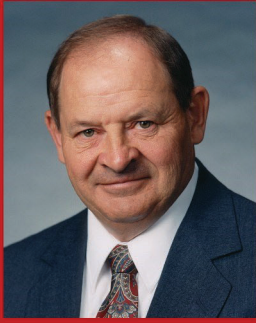
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Greg Thole - Mayor

**ATTEST:**

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Christine Enderson – City Clerk



# STATE SENATOR GARY DAHMS



Proudly Serving the Residents of District 16

E-Newsletter

February 7, 2022

## SESSION PRIORITIES TO GET MINNESOTA ON THE RIGHT TRACK

Last week Monday, the Minnesota Legislature reconvened in St. Paul to begin the 2022 session. The state's projected \$7.7 billion surplus will be one of the most discussed items in St. Paul. Following record inflation, Senator Dahms and Senate Republicans are pitching a series of tax cuts targeted to working Minnesotans, families, and seniors to help them afford their everyday life. Republicans passed several tax cuts in the last five years including the first income rate tax cuts in 20 years.

Record violent crime levels are dominating the headlines. The Senate is focused on addressing the urgent need to increase police presence, provide the tools and resources to fight crime, and recruit and retain police officers. Much of the crime wave can be attributed to extreme policies that only embolden bad actors. The Senate's policies will take a tough-on-crime approach. These policies have the goal of reducing crime, holding criminals accountable, and giving justice to victims.

Senate Republicans have had control of the Senate since 2017 and consistently stopped harmful tax increases on working and low-income Minnesotans. They stabilized the health care market in 2017 with the very successful reinsurance program, passed record funding for students in schools. Senate Republicans also continue to reduce burdensome regulations on Main Street businesses and support economic development across the state.



### SENATE REPUBLICAN C.O.P.S. PROGRAM ROLLOUT

Last Thursday, Senate Republicans rolled out a \$65 million C.O.P.S. Program, which stands for "Creating Opportunities in Public Safety." The proposals focus on recruitment to address the peace officer shortage affecting the entire state. The six different bills help young people get their degree in law enforcement, provide opportunities for nontraditional entrants into policing, and fund a marketing campaign as well as continuing education to highlight the honorable profession and long-term benefits of a career in law enforcement.

To hear the full C.O.P.S package, you can watch the press conference on the Senate Media Services [YouTube page](#).



Sen. Gary Dahms Senate District 16

Beginning of session and priorities

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**Madison Arts Council**  
Meeting minutes

January 12, 2022

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

President, Cynthia Huse called the meeting to order at the Madison Mercantile at 4 p.m. January 12, 2022.

Minutes were approved as submitted.

Finances were explained by Cynthia with the total balance available being \$9699.00 through SWIF and also the city. Bills less than \$500 can be submitted directly to the city per Maynard.

Kay Fernholz stated the bench given in memory of Dr. Arnie Jostock is in city storage for the winter.

Carmen and Sally talked with Tim and Julie Stensrud of Dawson who have an artistic plasma printing business. Carmen described their work and submitted the draft of an 8 ½ x 11' metallic sign that would be mounted on a stake. Samples of the artwork were viewed. Kristine Shelstad approved of the signage for the memorial tree for her mother and Fernholz's were instructed to work with the Stensruds on the sign. The cost Stensruds suggested was \$85. Further discussion continued on maintenance of the Biome site potentially by volunteers such as a youth group with the Arts Council maintaining responsibility.

Kristine will continue working on facebook and web site publicity.

Kristine updated us on the artist of the month being developed at the Mercantile. She has plans for artists in May and June so far in addition to January's exhibit of Roger Grammond's work.

Deb brought up the idea of continuing fundraising. It was decided to have a bake sale and coffee at the Mercantile on February 14. Deb and Kristine will organize the event.

Kristine asked if the Arts Council would like to be included in signage she is developing publicizing groups that meet regularly at the Mercantile. It was decided to be included. She also mentioned the Mercantile will be the site of an "Arty Party" March 11 sponsored by SWMAC and also will be the grand opening of the Madison Mercantile.

Meeting adjourned at 5:00 p.m. and was followed by an Artist Open House event for the public exhibiting Roger Grammond's art work. It was well attended with Deb Meyer providing wine and brownies along with Mercantile coffee.

Next meeting scheduled for February 9, 2022 at 4 p.m.

Submitted by Sally Fernholz



# Cash and Investment Balances

Date: JANUARY 31, 2021

Fund	Acct No.	Cash Balance	Acct No.	Ehlers Investments Balance	Total by Fund
General Fund	101-10100	\$820,578.09	101-10113	\$151,000.00	\$971,578.09
Ambulance Fund	201-10100	-\$54,847.98	201-10113	\$200,000.00	\$145,152.02
EDA Fund	211-10100	\$67,384.28	211-10113	\$0.00	\$67,384.28
Sewer Sys replace	225-10100	\$97,326.56	225-10113	\$0.00	\$97,326.56
Inf. Replace. DS	350-10100	\$9,222.78	350-10113	\$0.00	\$9,222.78
2015 GO Refunding	351-10100	\$44,482.57	351-10113	\$0.00	\$44,482.57
2016 GO Ref/Wt Rev	353-10100	-\$108,956.97	353-10113	\$0.00	-\$108,956.97
Cult & Rec Capital	420-10100	\$190,703.22	420-10113	\$0.00	\$190,703.22
Bldg & Equip Capital	425-10100	\$209,912.16	425-10113	\$0.00	\$209,912.16
Streets Capital	430-10100	\$74,811.78	430-10113	\$0.00	\$74,811.78
Water Fund	601-10100	-\$62,000.61	601-10113	\$99,000.00	\$36,999.39
Sewer Fund	602-10100	-\$112,459.81	602-10113	\$400,000.00	\$287,540.19
Sanitation Fund	603-10100	\$111,819.53	603-10113	\$0.00	\$111,819.53
Electric Fund	604-10100	\$696,307.15	604-10113	\$2,000,000.00	\$2,696,307.15
Storm Sewer Fund	605-10100	\$135,963.41	605-10113	\$0.00	\$135,963.41
Liquor Fund	609-10100	\$111,030.81	609-10113	\$0.00	\$111,030.81
Eastview Fund	614-10100	-\$30,603.30	614-10113	\$100,000.00	\$69,396.70
Reserve Fund	851-10100	\$161,733.75	851-10113	\$413,245.00	\$574,978.75
		\$2,362,407.42			\$3,363,245.00
		\$0.00			\$5,725,652.42
(GT Cash Balance)					
United Prairie Checking					
		\$655,534.67			
		\$6,872.75			
		\$1,700,000.00			
		\$2,362,407.42			
SCDP Rev Loan	202-10103	\$39,226.12			\$39,226.12
SCDP Grant Admin	205-10104	\$0.00			\$0.00
EDA Rev Loan Fund	212-10105	\$105,740.33			\$105,740.33
		\$2,507,373.87	\$3,363,245.00		\$0.00
Grand Total Cash and Investments					\$5,870,618.87

# REVENUE & EXPENSE REPORT

## CALENDAR 1/2022, FISCAL 1/2022

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	255,047.68	255,047.68	1,686,664.27	1,431,616.59
	TOTAL EXPENSES	186,507.44	186,507.44	1,686,664.27	1,500,156.83
		-----	-----	-----	-----
	GENERAL TOTAL	68,540.24	68,540.24	.00	68,540.24-
	TOTAL REVENUE	11,890.01	11,890.01	112,500.00	100,609.99
	TOTAL EXPENSES	1,528.24	1,528.24	120,350.00	118,821.76
		-----	-----	-----	-----
	AMBULANCE TOTAL	10,361.77	10,361.77	7,850.00-	18,211.77-
	TOTAL REVENUE	24,659.35	24,659.35	6,092.00	18,567.35-
	TOTAL EXPENSES	399.10	399.10	.00	399.10-
		-----	-----	-----	-----
	SCDP GRANT REVOLVING LOAN TOTA	24,260.25	24,260.25	6,092.00	18,168.25-
	TOTAL REVENUE	473.51	473.51	12,066.00	11,592.49
	TOTAL EXPENSES	23,903.91	23,903.91	.00	23,903.91-
		-----	-----	-----	-----
	SCDP GRANT 2017 ADMIN TOTAL	23,430.40-	23,430.40-	12,066.00	35,496.40
	TOTAL REVENUE	96.41	96.41	90,700.00	90,603.59
	TOTAL EXPENSES	123.66	123.66	92,391.00	92,267.34
		-----	-----	-----	-----
	EDA TOTAL	27.25-	27.25-	1,691.00-	1,663.75-
	TOTAL REVENUE	11.30	11.30	1,000.00	988.70
	TOTAL EXPENSES	.00	.00	200.00	200.00
		-----	-----	-----	-----
	EDA REVOLVING LOAN FUND TOTAL	11.30	11.30	800.00	788.70
	TOTAL EXPENSES	.00	.00	.00	.00
		-----	-----	-----	-----



# REVENUE & EXPENSE REPORT

## CALENDAR 1/2022, FISCAL 1/2022

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	EDA DOWNPAYMENT LOAN TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	.00	.00	20,000.00	20,000.00
	TOTAL EXPENSES	.00	.00	.00	.00
	SEWR SYSTEM REPLACEMENT TOTAL	.00	.00	20,000.00	20,000.00
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE DEBT TOTA	.00	.00	.00	.00
	TOTAL REVENUE	1,733.62	1,733.62	339,500.00	337,766.38
	TOTAL EXPENSES	.00	.00	324,438.00	324,438.00
	INFRA. REPLACE. DEBT SERV TOTA	1,733.62	1,733.62	15,062.00	13,328.38
	TOTAL REVENUE	3,778.78	3,778.78	399,949.00	396,170.22
	TOTAL EXPENSES	.00	.00	374,405.00	374,405.00
	2015 GO REFUNDING DS TOTAL	3,778.78	3,778.78	25,544.00	21,765.22
	TOTAL REVENUE	.00	.00	145,014.00	145,014.00
	TOTAL EXPENSES	132,106.25	132,106.25	143,489.00	11,382.75
	2016 GO REF/WT REV DS TOTAL	132,106.25-	132,106.25-	1,525.00	133,631.25
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	FTTP PROJECT FUND TOTAL	.00	.00	.00	.00

# REVENUE & EXPENSE REPORT

## CALENDAR 1/2022, FISCAL 1/2022

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	UTIL EXT PROJECT FUND TOTAL	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE PROJ TOTA	.00	.00	.00	.00
	TOTAL REVENUE	9,000.00	9,000.00	20,000.00	11,000.00
	TOTAL EXPENSES	.00	.00	66,000.00	66,000.00
	CULTURE & REC CAP. FUND TOTAL	9,000.00	9,000.00	46,000.00-	55,000.00-
	TOTAL REVENUE	.00	.00	80,000.00	80,000.00
	TOTAL EXPENSES	.00	.00	12,000.00	12,000.00
	BLDG & EQUIP CAP. FUND TOTAL	.00	.00	68,000.00	68,000.00
	TOTAL REVENUE	.00	.00	80,000.00	80,000.00
	TOTAL EXPENSES	.00	.00	75,000.00	75,000.00
	STREETS CAPITAL FUND TOTAL	.00	.00	5,000.00	5,000.00
	TOTAL REVENUE	47,979.44	47,979.44	620,250.00	572,270.56
	TOTAL EXPENSES	37,391.78	37,391.78	796,288.87	758,897.09
	WATER TOTAL	10,587.66	10,587.66	176,038.87-	186,626.53-
	TOTAL REVENUE	37,865.83	37,865.83	480,000.00	442,134.17
	TOTAL EXPENSES	40,270.83	40,270.83	701,168.35	660,897.52

# REVENUE & EXPENSE REPORT

## CALENDAR 1/2022, FISCAL 1/2022

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	SEWER TOTAL	2,405.00-	2,405.00-	221,168.35-	218,763.35-
	TOTAL REVENUE	22,832.34	22,832.34	284,950.00	262,117.66
	TOTAL EXPENSES	2,134.05	2,134.05	264,358.94	262,224.89
		-----	-----	-----	-----
	SANITATION TOTAL	20,698.29	20,698.29	20,591.06	107.23-
	TOTAL REVENUE	134,915.05	134,915.05	1,533,000.00	1,398,084.95
	TOTAL EXPENSES	111,992.35	111,992.35	1,418,575.36	1,306,583.01
		-----	-----	-----	-----
	ELECTRIC UTILITY TOTAL	22,922.70	22,922.70	114,424.64	91,501.94
	TOTAL REVENUE	12,571.06	12,571.06	151,650.00	139,078.94
	TOTAL EXPENSES	8,828.13	8,828.13	236,954.52	228,126.39
		-----	-----	-----	-----
	STORM SEWER TOTAL	3,742.93	3,742.93	85,304.52-	89,047.45-
	TOTAL REVENUE	32,174.96	32,174.96	473,000.00	440,825.04
	TOTAL EXPENSES	28,683.94	28,683.94	475,311.81	446,627.87
		-----	-----	-----	-----
	LIQUOR TOTAL	3,491.02	3,491.02	2,311.81-	5,802.83-
	TOTAL REVENUE	23,993.49	23,993.49	174,120.00	150,126.51
	TOTAL EXPENSES	88,436.33	88,436.33	214,362.00	125,925.67
		-----	-----	-----	-----
	EASTVIEW APARTMENTS TOTAL	64,442.84-	64,442.84-	40,242.00-	24,200.84
	TOTAL REVENUE	.00	.00	134,000.00	134,000.00
	TOTAL EXPENSES	.00	.00	125,000.00	125,000.00
		-----	-----	-----	-----
	RESERVE TOTAL	.00	.00	9,000.00	9,000.00

**REVENUE & EXPENSE REPORT**  
**CALENDAR 1/2022, FISCAL 1/2022****PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	REVENUE & EXPENSE FUND SUMMARY	43,283.18-	43,283.18-	282,501.85-	239,218.67-

# City of Madison Investment Report

01/01/2022 - 01/31/2022

## Madison General Funds (169724)

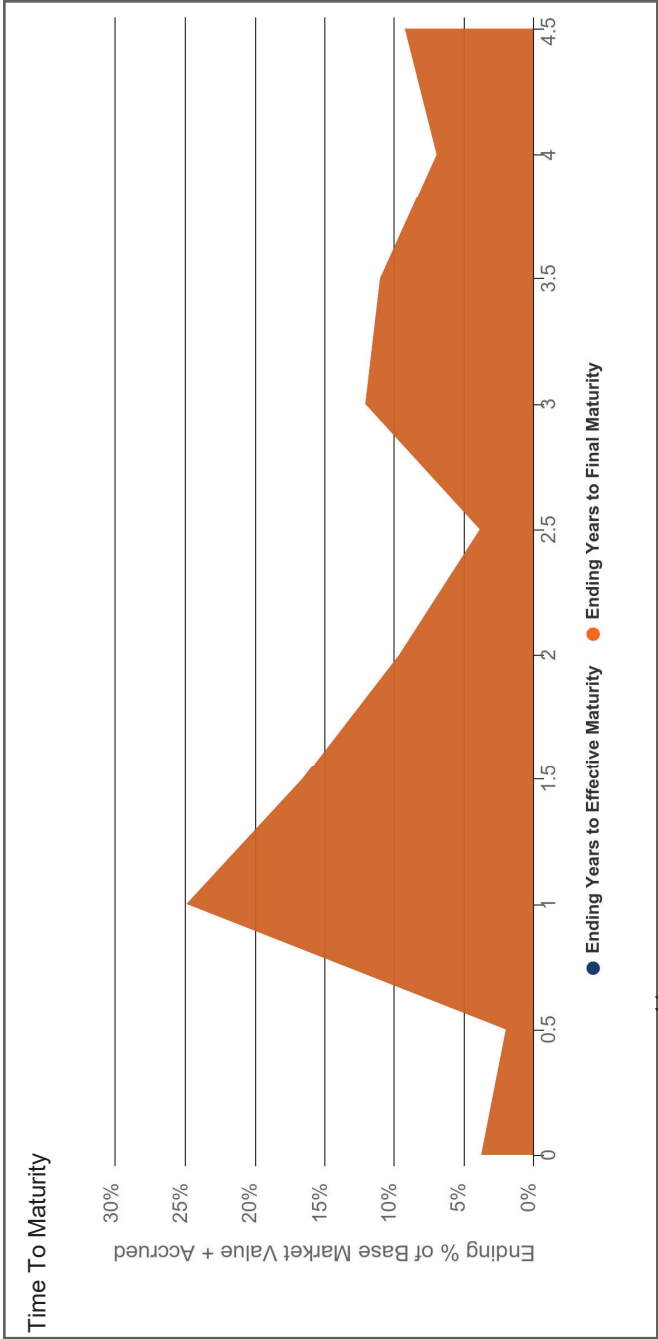
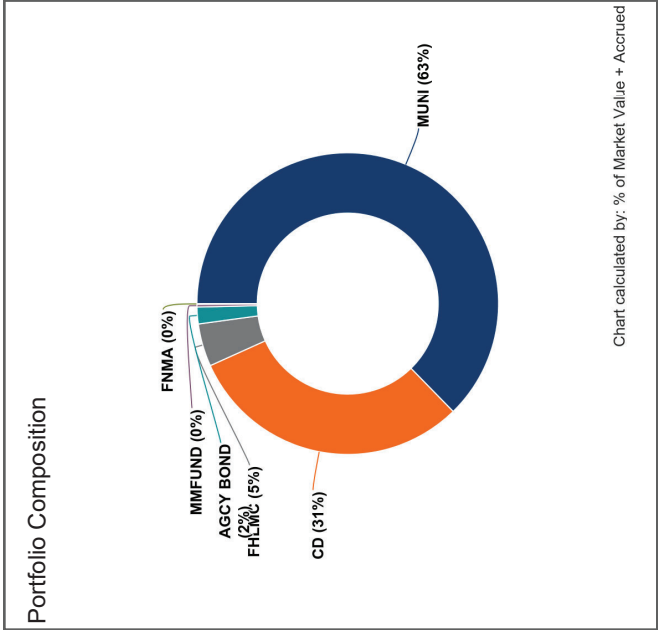
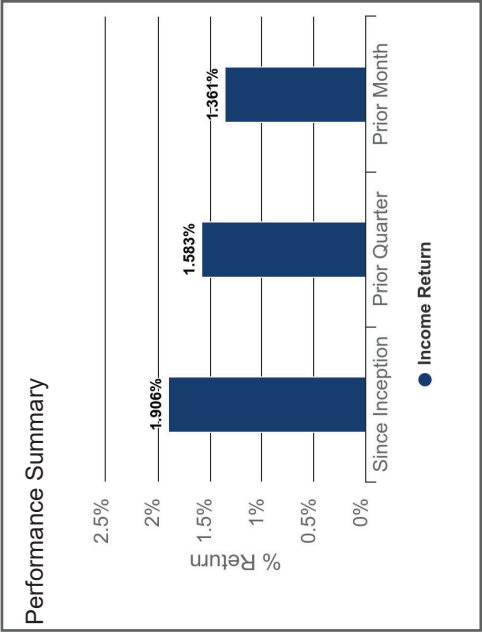
Dated: 02/04/2022

Portfolio Summary		Portfolio
Client		City of Madison
Custodian		TD Ameritrade
Source Account		943009325
Original Units		5,184,214.20
Net Unrealized Gain/Loss		25,743.44
Market Value		5,102,689.72
Book Yield		1.69%
Duration		2.12
S&P Rating		A+
Moody's Rating		A1

Footnote: 1

GAAP Income Detail		Portfolio
Account		Madison General Funds
MMF Payment Received Income		0.82
Coupon Received Income		8,871.36
Realized Gain		0.00
Other Income		0.00
Management Fees		-697.87
Total Net Income		8,174.31

Footnotes: 2,3



## **LqP Computer Commuter**

### **February 2022 Update**

Please find the community totals for January 2022.

\*35 people came on board the LqP Computer Commuter in January. We cancelled operations January 3, 4 and 5 due to personal commitments and inclement weather.

\*We gained 5 new users. Two each from Dawson and Madison, and one from Marietta.

\*Has your city gotten technology devices with COVID money? I would be happy to work with your Council to get them more comfortable using technology to access email, meeting agendas, packets and Google Drive, thus cutting down on printing. I have worked with a couple of Dawson's Council members.

\*I met with our County Board where we discussed dwindling funds and the end of operation for the program. It was agreed to set June 30, 2022 as the last day. But, it was acknowledged if there's a major repair with the bus, the end would come sooner.

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

### **January 2022 Attendance**

	Jan 3	Jan 10	Jan 17	Jan 24	Jan 31	'Totals
Bellingham	CXL	1	0	0		1
Boyd	CXL	3	3	3		9
Dawson	CXL	1	3	1		5
Madison	CXL	4	3	0	3	10
Marietta	CXL	0	1	2	0	3
Nassau	CXL	3	1	3		7
Totals		12	11	9	3	35

# Memo

**To:** City Administrator & City Council

**From:** Dale Hiepler, Liquor Store Manager

**Date:** 2/10/2022

**Re:** January Sales

---

January sales were \$32,174 compared to \$35,632 the previous year; a \$3,458 decrease. In 2020, we did sales of \$29,054, so we showed a \$3,120 increase over that year's sales. We may be starting to see what the "new" norm is this year.

Another factor in the sales decrease is the fact that we lost a Saturday sales day to start the month, which is one of our best sales days.



**CITY OF MADISON  
MUNICIPAL LIQUOR STORE**

**LIQUOR DISPENSARY REPORT**  
Statement for the month of January 2022

<b>SALES</b>	<b>2021</b>	<b>2022</b>	<b>% of Sales</b>	<b>2021 YTD</b>	<b>2022 YTD</b>	<b>% of Sales</b>
Liquor	15171.58	13596.62	42.26%	15,171.58	13,596.62	42.26%
Beer	19415.77	17838.70	55.44%	19,415.77	17,838.70	55.44%
Mix, Ice, Etc.	1044.77	739.64	2.30%	1,044.77	739.64	2.30%
<b>TOTAL SALES</b>	<b>35632.12</b>	<b>32,174.96</b>	<b>100.00%</b>	<b>35,632.12</b>	<b>32,174.96</b>	<b>100.00%</b>
<b>COST OF SALES</b>						
Inventory at 1st of month	31291.18	32304.66	100.40%	31,291.18	32,304.66	100.40%
Purchases	27596.62	30172.08	93.78%	27,596.62	30,172.08	93.78%
Freight	190.95	189.75	0.59%	190.95	189.75	0.59%
Inventory at end of month	35561.63	40787.51	126.77%	35,561.63	40,787.51	126.77%
<b>TOTAL COST OF SALES</b>	<b>23517.12</b>	<b>21,878.98</b>	<b>68.00%</b>	<b>23,517.12</b>	<b>21,878.98</b>	<b>68.00%</b>
<b>GROSS PROFIT</b>	<b>12115.00</b>	<b>10,295.98</b>	<b>32.00%</b>	<b>12,115.00</b>	<b>10,295.98</b>	<b>32.00%</b>
<b>OPERATING EXPENSE</b>						
Labor	4270.38	4478.15	13.92%	4,270.38	4,478.15	13.92%
PERA	180.57	188.30	0.59%	180.57	188.30	0.59%
FICA	326.56	342.46	1.06%	326.56	342.46	1.06%
Mandatory Medicare	0.00	0.00%	0.00	0.00	0.00	0.00%
* Worker's Compensation	208.45	208.45	0.65%	208.45	208.45	0.65%
City Health Insurance	309.97	309.97	0.96%	309.97	309.97	0.96%
General Supplies	0.00	0.00%	0.00	0.00	0.00	0.00%
* Audit Service	83.33	83.33	0.26%	83.33	83.33	0.26%
Dues & Subscriptions	-136.00	391.00	1.22%	-136.00	391.00	1.22%
Licenses & Taxes	0.00	0.00%	0.00	0.00	0.00	0.00%
Telephone & Internet	107.67	110.87	0.34%	107.67	110.87	0.34%
Advertising	144.00	862.31	2.68%	144.00	862.31	2.68%
Utilities	347.49	616.37	1.92%	347.49	616.37	1.92%
* Property Insurance	161.50	161.50	0.50%	161.50	161.50	0.50%
Training	0.00	0.00%	0.00	0.00	0.00	0.00%
Building Maint.	0.00	0.00%	0.00	0.00	0.00	0.00%
Equipment Maint.	0.00	0.00%	0.00	0.00	0.00	0.00%
Contractual Services	1063.55	866.56	2.69%	1,063.55	866.56	2.69%
Travel	0.00	0.00%	0.00	0.00	0.00	0.00%
* Dram Shop Insurance	37.92	37.92	0.12%	37.92	37.92	0.12%
Miscellaneous	0.00	0.00%	0.00	0.00	0.00	0.00%
Depreciation	464.63	464.63	1.44%	464.63	464.63	1.44%
<b>TOTAL OPERATING EXPENSE</b>	<b>7570.02</b>	<b>9121.82</b>	<b>28.35%</b>	<b>7,570.02</b>	<b>9,121.82</b>	<b>28.35%</b>
Operating Income	4544.98	1,174.16	3.65%	4,544.98	1,174.16	3.65%
Nonoperating Revenues:						
Interest Income	0		0.00%			0.00%
<b>NET INCOME</b>	<b>4544.98</b>	<b>1,174.16</b>	<b>3.65%</b>	<b>4,544.98</b>	<b>1,174.16</b>	<b>3.65%</b>

\* Standard values per month

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

January 31, 2022

**MEDA LOANS (REVOLVING LOAN FUND)**

LOAN NAME	NOTE #	FINAL MATURITY	ORIG LOAN Amount	MONTHLY PAYMENT	DAY DELINQ	AMOUNT DELINQ	BALANCE
Susana C. Wittnebel	MGD#1010	10/15/23	\$2,500.00	tax assessment			\$803.41
LqP Ag Society/Fair Board-10 year no interest loan		12/31/27	\$85,000.00	\$3000/year			\$18,000.00
Madison Hometown Lodge		04/01/22	\$2,500.00	\$138.89			\$416.65
Happy Hour		04/01/22	\$2,500.00	\$138.89			\$416.65
MG Entertainment LLC/Grand Theater		07/01/22	\$1,000.00	\$55.56			\$333.28
Lien Lumber/Chyde Strand		08/01/27	\$15,500.00	5% Int, no pay til 8/1/22			\$15,500.00
Torchwood Communications, LLC		07/01/25	\$2,000.00	\$46.00			\$1,776.79
<b>TOTAL MEDA LOANS (REVOLVING LOAN FUND)</b>				<b>\$379.34</b>		<b>\$0.00</b>	<b>\$37,246.78</b>

**FUND BALANCE AVAILABILITY**

	MEDA LOANS (RLF)	TOTALS
<b>Fund Balance</b>	\$142,604.18	\$142,604.18
<b>Less Loans Outstanding</b>	\$37,246.78	\$37,246.78
<b>Less Payments Outstand</b>	\$0.00	\$0.00
<b>Bank Acct Available as of</b>	<b>\$105,357.40</b>	<b>\$105,357.40</b>

January 31, 2022

**MEDA Balance: \$105,357.40**

**MEDA FUND BALANCE INCOME**

January 2022 Int <b>\$11.30</b>	April 2022 Int	July 2022 Int	Oct 2022 Int
February 2022 Int	May 2022 Int	Aug 2022 Int	Nov 2022 Int
March 2022 Int	June 2022 Int	Sept 2022 Int	Dec 2022 Int

**2022 YTD Interest \$11.30**

**CITY OF MADISON  
MINUTES OF THE  
MADISON ECONOMIC DEVELOPMENT AUTHORITY  
REGULAR MEETING  
Monday, January 3, 2022 - 5:00 p.m.**

Pursuant to due call and notice thereof, the regular meeting of the Madison Economic Development Authority was conducted at 5:00 p.m. on Monday, January 3, 2022 at the Madison Municipal Building.

Members in attendance: Commissioners Jim Connor, Maynard Meyer, Ryan Young, Karin Moen, Matt Monson, John Maatz. Member Greg Thole arrived 6:30 p.m.

Also in attendance were City Manager Val Halvorson, City Attorney Rick Stulz, EDA Recording Secretary Sue Volk.

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

**APPROVAL OF AGENDA**

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

**ANNUAL MEETING**

Upon motion by Meyer, seconded by Young and carried to terms of the following members: Karin Moen and John Maatz – 6 year terms, Matt Monson 4 years remaining to replace Greg Monson.

Upon motion by Maatz, seconded by Young and carried to establish the following officers for 2022: President (Jim Connor) Vice President (Ryan Young) Secretary (Maynard Meyer) Assistant Secretary; recording secretary/city clerk, and Treasurer (Matt Monson) and Assistant Treasurer (deputy clerk/treasurer).

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

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

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

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

Upon motion by Meyer, seconded by Maatz and carried to establish the following committee Assignments:

Finance/Loan committee: Matt Monson, Rick Stulz, Karin Moen

Housing Committee: Jim Connor, Ryan Young

Marketing Committee: Melissa Streich, Maynard Meyer, Adam Conroy

Eastview Townhouses: Greg Thole, John Maatz, Mike Dahle

### **APPROVAL OF MINUTES**

Upon motion by Young, seconded by Maatz and carried the December 6, 2021 regular meeting minutes of the Madison Economic Development Authority were approved.

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

No one present.

### **CONSENT AGENDA**

The Commissioners reviewed the MEDA Loan Note Status – December 2021, Commissioner Scott Wanner resignation, Revenue/Expense Reports – November 2021. Upon motion by Young, seconded by Meyer and carried the consent agenda was approved.

### **APARTMENT MANAGEMENT AGREEMENT:**

Apartment Management Agreement between Madison Economic Development and Dahle & Olson Realty of Madison was reviewed. Upon motion by Monson, seconded by Maatz and carried the agreement was approved as presented.

### **INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Agreement between Madison Economic Development and Susan Volk was reviewed. Upon motion by Maatz, seconded by Meyer and carried the agreement was approved as presented.

### **EDA TRAINING RESOURCE**

City Manager Halvorson shared some resource documents for new and present commissioners to review, EDA role in the community, roles and responsibilities.

### **DIRECTOR UPDATE**

President Connor and commissioners shared conversation about revitalizing the Madison Business Development committee and search for new members.

President Connor suggested that all committee plan on meeting before next month's regular meeting.

### **OTHER**

City Manager Halvorson updated members on broadband timeline and examples of new City of Madison logo.

Upon motion by Thole seconded Meyer and carried, the meeting adjourned at 6:45 p.m.

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Jim Connor, EDA President

ATTEST:

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Sue Volk, EDA Recording Secretary

### Reserve Fund Cash Account Numbers 851-10100 to 851-10113

Balance Carry Over Dec 31, 2013

(Detail can be seen by "Unhiding" rows as needed)

1/31/2022  
(including Res 19-12 transfers retro Dec 2018)

Gen - Employee Health Insur	\$ 43,829.74	Dec'21 Res-21-52	\$ (1,000.00)	Sept'21 Donations	\$ 175.00	Nov'21 Donations AB	\$ 150.84		\$ 42,829.74
Gen - Grand Theatre cont'd	\$ 6,671.91	Mar'21 Donations	\$ 500.00	Jun 21' LqP Players/Al	\$ 5,000.00	Sep'21 LqP Players	\$ (5,000.00)	Dec'21 Nibbe Foun	\$ 7,497.75
Gen - Prairie Arts Center	\$ 50,000.00	*Dec'15 Res15-38	\$ (50,000.00)	Feb'18 J.Bormann Dis	\$ (23,428.80)	Jun'20 Mr Cooper	\$ 8,847.75	Aug'20 MrCooper	\$ 1,000.00
Res-Escrow-Fire Insur Proceed	\$ -	Oct'17 State Farm	\$ 23,428.80	Jul'21 State pmt	\$ 74,071.92				\$ 0.18
Res-COVID-19 ARPA	\$ -	Jul'21 State pmt	\$ 74,071.92	Dec'21 W.MN Abstrac	\$ 1,125.00				\$ 76,497.57
Res-Escrow-SS cont'd	\$ 20,950.00	Nov'21 J.Roberts 1/2 c	\$ 1,125.00	May'21 MRES Refund	\$ 80,924.45	Aug'21 Reso 21-26	\$ 20,000.00	Dec'21 Res-21-52	\$ 23,200.00
Electric cont'd	\$ 49,000.00	Aug'20 Reso 20-33	\$ 20,000.00	Dec'17 Res 18-13	\$ 2,500.00	Dec'18 Res 19-12	\$ 15,000.00	Dec'21 Res-21-52	\$ 219,924.45
Sanitation cont'd	\$ 57,263.51	Dec'17 Res 17-46	\$ 15,000.00						\$ 104,763.51
Conduit Finance Funds - Brook	\$ -	November 2016	\$ 25,000.00						\$ 25,000.00
<b>Reserved/Designated</b>									<b>\$ 500,713.20</b>
Gen.Fund Misc. Transfers Cor	\$ 60,999.56	Dec'21 Res-21-36	\$ (50,000.00)						\$ 10,999.56
Interest Earned cont'd	\$ 53,691.32	2019 Int Earned	\$ 5,617.93	2019 Audit Expense	\$ (1,400.00)	2020 Int Earned	\$ 6,556.74	2020 Audit Expend	\$ (1,200.00)
<b>Unreserved/Undesig</b>									<b>\$ 74,265.55</b>
									<b>\$ 574,978.75</b>

### Culture & Recreation Capital Project Fund Cash Account Numbers 420-10100 to 420-10113

Beginning Balance Dec 31, 2018

Library	\$ -	Dec'18 Res 19-12	\$ 22,442.70	Feb'19 Fire Alarm	\$ (8,404.90)	Dec'21 Res-21-52	\$ 50,000.00		1/31/2022
Parks cont'd	\$ 80,578.20	Dec'20 MRES	\$ 24,327.41	Jun'21 Tennis Court Ba	\$ (3,038.00)	Aug'21 Climbing wall	\$ (25,863.00)	Nov'21 Res 21-36	\$ 64,037.80
Memorial Field Baseball Proj Fu	\$ -	May'20 Dick Newman	\$ (2,432.00)	Oct'20 D. Newman	\$ (33.12)	Jul'21 xfer from Gen	\$ 4,409.85	Oct'21 D Newman	\$ 93,504.61
Madison Arts Council cont'd	\$ 2,793.19	Aug'21 Thole Electric	\$ (1,871.34)	Nov'21 SWIF	\$ 3,000.00				\$ 1,897.79
Flags of Honor	\$ -	May'21 C. Pearson do	\$ 15,000.00						\$ 3,921.85
Dog Park	\$ -	Dec'21 The Merc don	\$ 164.00	Dec'21 Werpy donation	\$ 50.00	Dec'21 Res-21-52	\$ 7,500.00		\$ 15,000.00
The Grand Park-cont	\$ 1,633.50	Dec'21 MN Valley cod	\$ 400.00	Dec'21 -UCARE donatid	\$ 15,000.00	Dec'21 Fireflies Play	\$ (22,671.50)	Jan'22 BlandinFoun	\$ 7,714.00
The Grand Park-cont	\$ (638.00)	Jan'22 MRES 2021 S	\$ 1,000.00	Jan'22 MRES 2022 Spd	\$ 1,000.00	Jan'22 Bolton&Menk	\$ 2,000.00		\$ 3,362.00
<b>Reserved/Designated</b>									<b>\$ 189,438.05</b>
Transfer In from General	\$ -								\$ -
Interest Earned	\$ -	2018 Int Allocation	\$ 65.84	2019 Int Allocation	\$ 883.11	2020 Int Allocation	\$ 1,172.86	Dec'20 MAC reclass	\$ 1,265.17
<b>Unreserved/Undesig</b>									<b>\$ 190,703.22</b>

### Building & Capital Equipment Fund Cash Account Numbers 425-10100 to 425-10113

Beginning Balance Dec 31, 2018

Administration cont'	\$ 17,145.79	Feb'21 Laptop Licen	\$ (2,978.64)						1/31/2022
City Hall Project cont'	\$ (140,223.95)	Nov'21 M&M Architec	\$ (3,982.15)	Nov'21 Res 21-36	\$ 80,000.00	Nov'21 Res 21-36	\$ 50,000.00		\$ 14,167.15
Fire Department cont'	\$ 164,517.90	Jun'21 Fire Relief	\$ (628.40)	Dec'21 Farmers Donati	\$ 1,000.00	Nov'21 Res 21-36	\$ 20,000.00		\$ (14,206.10)
Downtown Revitalization	\$ -	Dec'18 Res 19-12	\$ 4,369.05	Aug'21 xfer CIP MEDA	\$ (4,000.00)				\$ 184,889.50
PAC/Theatre cont.	\$ 22,192.56	Dec'21 Res-21-52	\$ 2,500.00						\$ 369.05
<b>Reserved/Designated</b>									\$ 24,692.56
Transfer In from General	\$ -								<b>\$ 209,912.16</b>
Interest Earned	\$ -	2018 Int Allocation	\$ 192.92	2019 Int Allocation	\$ 2,534.82	2020 Int Allocation	\$ 3,111.62	Dec'20 PAC reclass	\$ -
<b>Unreserved/Undesig</b>									\$ (5,839.36)
									<b>\$ 209,912.16</b>

### Streets Capital Improvement Fund Cash Account Numbers 430-10100 to 430-10113

Beginning Balance Dec 31, 2018

Street Department	\$ -	Dec'20 Reso 20-43	\$ 55,000.00	Mar'21 Line Marker Gra	\$ 5,000.00	Apr'21 Line Lazer Gur	\$ (6,960.00)	May'21 BMI Crack S	1/31/2022
Street Dept Cont'd	\$ 507,925.51	Jun'21 BMI Crack Sea	\$ (1,072.50)	Jun'21 Crack Seal Bid	\$ (17,986.49)	Nov'21 Res 21-36	\$ 80,000.00	Dec'21 Res-21-52	\$ (2,247.50)
<b>Reserved/Designated</b>									\$ (37,000.00)
Transfer In from General									\$ 74,733.51
Interest Earned	\$ 78.27	2020 Int Allocation	\$ 78.27						\$ -
<b>Unreserved/Undesig</b>									<b>\$ 74,733.51</b>
									\$ -
									\$ 78.27
									<b>\$ 78.27</b>
Y:\Reserve & Capital Project Funds\Reserve & Cap Proj tracking worksheet.xlsx\Sheet1									<b>\$ 74,811.78</b>

# Water Plant Monthly Report

Year: 2022

	January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
Aqua Hawk	Used (gal) 25												25
	Cost	\$316.25											\$316.25
KMNo4	Used (lbs) 270												270
	Cost	\$1,093.50											\$1,093.50
Anti Scalant	Used (gal) 27												27
	Cost	\$1,218.24											\$1,218.24
Poli-phosphate	Used (gal) 47												47
	Cost	\$630.74											\$630.74
Chlorine	Used (lbs) 92												92
	Cost	\$106.72											\$106.72
Nalco 7768	Used (gal) 2.2												2.2
Polymer	Cost	\$66.22											\$66.22
Flouride	Used (gal) 16												16
	Cost	\$92.00											\$92.00
Sodium meti-Bisulfate	Used (lbs) 8												8
	Cost	\$11.25											\$11.25
R <sub>2</sub> O <sub>2</sub> Pre-Filter/s	Used (case) 1												1
	Cost	\$259.07											\$259.07
RO Cleaner P	Used 0												0
703 low Ph	Cost	\$0.00											\$0.00
Sodium Hydroxide	Used (gal) 0												0
	Cost	\$0.00											\$0.00
RO Cleaner	Used (lbs) 0												0
p111 High Ph	Cost	\$0.00											\$0.00
Caustic Soda	Used (gal) 86												86
50% & 30%	Cost	\$696.60											\$696.60
Hydrachloric	Used (gal) 0												0
Acid 31%	Cost	\$0.00											\$0.00

Well gal Pumped	x1000	4862											4862
Hi service gal, pumped	x1000	2961											2961
Gallons to Waste	x1000	912											912
RC membrane gal pumped	x1000	3316											3316
Backwash gal pumped	x1000	895											895
w. p water meter gallons	Actual	179150											179150
Treated accounted gal	Actual	16000											16000
Soft Water gal sold	Actual	16000											16000
Baseball Field well gal	Actual	0											0

# JANUARY 2022 311 MONTHLY COUNCIL REPORT

Status	Address Number	Street Name	Work Type	Date Flagged	Flagged By	Modified Date	Last Modified By	Description	Comments
Notice Sent	7th	Ave	Parking (Snow)	1/28/2022 4:05:33 PM	christine.en derson@ci. madison.mn .us	1/28/2022 4:05:34 PM	christine.en derson@ci. madison.mn .us	1/24/22 1st Violation	1/26/22 1st notice sent
Notice Sent	408	Park Ave	Parking (Snow)	1/28/2022 4:03:49 PM	christine.en derson@ci. madison.mn .us	1/28/2022 4:03:49 PM	christine.en derson@ci. madison.mn .us	1/24/22 1st Violation	1/26/22 1st notice sent.
Notice Sent		no address	Parking (Snow)	1/25/2022 8:48:38 AM	christine.en derson@ci. madison.mn .us	1/25/2022 8:48:38 AM	christine.en derson@ci. madison.mn .us	1/24/22 1st violation	1/25/22 1st notice sent CE
Notice Sent	9th	Ave	Parking (Snow)	1/25/2022 8:46:27 AM	christine.en derson@ci. madison.mn .us	1/25/2022 8:46:27 AM	christine.en derson@ci. madison.mn .us	1/24/22 1st violation	1/25/22 1st notice sent
Notice Sent		no address	Parking (Snow)	1/25/2022 8:44:29 AM	christine.en derson@ci. madison.mn .us	1/25/2022 8:44:29 AM	christine.en derson@ci. madison.mn .us	1/24/22 1st Violation	1/25/2022 1st notice sent.
Notice Sent	804	8th St W	Parking (Snow)	1/25/2022 8:42:49 AM	christine.en derson@ci. madison.mn .us	1/25/2022 8:42:49 AM	christine.en derson@ci. madison.mn .us	1/24/22 1st Violation	1/25/2022 1st Notice sent CE
Notice Sent	518	3rd Ave	Parking (Snow)	1/24/2022 4:30:28 PM	christine.en derson@ci. madison.mn .us	1/24/2022 4:30:28 PM	christine.en derson@ci. madison.mn .us	1/24/22 1st Violation	1/25/22 1st notice sent. CE
Notice Sent		Park Ave	Parking (Snow)	1/24/2022 4:28:10 PM	christine.en derson@ci. madison.mn .us	1/24/2022 4:28:10 PM	christine.en derson@ci. madison.mn .us	1/24/22 1st Violation	1/25/2022 1st notice sent CE
Notice Sent	1000	4th Ave	Parking (Snow)	1/24/2022 4:26:46 PM	christine.en derson@ci. madison.mn .us	1/24/2022 4:26:46 PM	christine.en derson@ci. madison.mn .us	1/24/22 1st Violation	1/25/2022 1st notice sent CE



Notice Sent		no address	Parking (Snow)	1/24/2022 4:25:04 PM	christine.en derson@ci. madison.mn .us	1/28/2022 1:28:22 PM	christine.en derson@ci. madison.mn .us	1/24/22 1st Violation.	1/25/22 1st notice sent. CE 1/28/22 BR (owner whom we sent letter to) called and said the vehicle is no longer hers. It belongs to Erickson Chevrolet.
Notice Sent	716	6th St	Sidewalk Snow Removal	1/20/2022 2:21:58 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:21:59 PM	christine.en derson@ci. madison.mn .us	1/20/22 Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/20/22 Warning notice sent. CE
Notice Sent	722	6th St	Sidewalk Snow Removal	1/20/2022 2:21:27 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:21:28 PM	christine.en derson@ci. madison.mn .us	1/20/22 - Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/20/22 Warning notice sent. CE
Notice Sent	311	1st Avenue	Sidewalk Snow Removal	1/20/2022 2:20:38 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:20:39 PM	christine.en derson@ci. madison.mn .us	1/19/2022 Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/20/22 Warning notice sent. CE
Notice Sent	320	4th Ave	Sidewalk Snow Removal	1/20/2022 2:20:01 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:20:02 PM	christine.en derson@ci. madison.mn .us	1/19/22 Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/20/22 Warning notice sent. CE
Notice Sent	224	2nd St	Sidewalk Snow Removal	1/20/2022 2:19:13 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:19:14 PM	christine.en derson@ci. madison.mn .us	1/19/22 - Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/20/22 - Warning notice sent. CE
Notice Sent	708	5th St W	Sidewalk Snow Removal	1/20/2022 2:18:24 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:18:25 PM	christine.en derson@ci. madison.mn .us	1/19/22 Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/20/22 Initial notice sent. CE
Notice Sent	410	7th Ave	Sidewalk Snow Removal	1/20/2022 2:16:25 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:16:26 PM	christine.en derson@ci. madison.mn .us	1/19/2022 Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/20/22 - Initial notice sent. CE
Notice Sent		no address	Parking (Snow)	1/20/2022 1:48:51 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:12:51 PM	christine.en derson@ci. madison.mn .us	1/14/22 Violation	1/21/22 1st notice sent. unsure of address of violation. tx plate. CE
Notice Sent		no address	Parking (Snow)	1/20/2022 1:48:04 PM	christine.en derson@ci. madison.mn .us	1/20/2022 2:11:51 PM	christine.en derson@ci. madison.mn .us	1/14/22 Violation	1/21/22 1st notice sent. Unsure of address violation. IA plate CE

Notice Sent	1000	4th Ave	Parking (Snow)	1/20/2022 1:46:02 PM	christine.enserson@ci.madison.mn.us	1/25/2022 8:50:36 AM	christine.enserson@ci.madison.mn.us	1/14/22 Violation. 1/24/22 2nd violation	1/21/22 1st notice sent. Unsure of where car was parked. CE 1/25/22 2nd notice sent. CE
Notice Sent		no address	Parking (Snow)	1/20/2022 1:43:50 PM	christine.enserson@ci.madison.mn.us	1/20/2022 2:10:42 PM	christine.enserson@ci.madison.mn.us	1/14/22 Violation	1/21/22 1st notice sent. CE
Notice Sent	514	3rd Ave	Parking (Snow)	1/20/2022 1:42:34 PM	christine.enserson@ci.madison.mn.us	1/25/2022 8:51:02 AM	christine.enserson@ci.madison.mn.us	1/14/22 Violation 1/24/22 2nd violation	1/21/22 1st notice sent. CE 1/24/22 2nd violation. Letter sent. CE
Notice Sent	715	7th Ave	Parking (Snow)	1/20/2022 1:41:35 PM	christine.enserson@ci.madison.mn.us	1/28/2022 4:07:50 PM	christine.enserson@ci.madison.mn.us	1/14/22 Violation 1/24/22 2nd Violation	1/21/22 1st Notice sent. CE 1/24/22 2nd Notice Sent CE
Notice Sent	119	2nd Ave	Parking (Snow)	1/20/2022 1:40:29 PM	christine.enserson@ci.madison.mn.us	1/20/2022 1:59:05 PM	christine.enserson@ci.madison.mn.us	1/14/22 Violation	1/21/22 1st notice sent CE
Notice Sent	421	Park Ave	Parking (Snow)	1/20/2022 1:38:37 PM	christine.enserson@ci.madison.mn.us	1/20/2022 2:13:15 PM	christine.enserson@ci.madison.mn.us	1/14/22 Violation	1/21/22 1st notice sent. CE
Notice Sent	1031	4TH AVE	Parking (Snow)	1/20/2022 1:36:01 PM	christine.enserson@ci.madison.mn.us	1/25/2022 8:49:25 AM	christine.enserson@ci.madison.mn.us	1/14/22 Violation 1/24/22 2nd violation	1/21/22 1st notice sent. CE 1/25/22 2nd notice sent. CE
Complete	421	1ST AVE	Code Enforcement - Other	1/20/2022 8:41:45 AM	ryan.flaten@ci.madison.mn.us	1/20/2022 8:41:46 AM	ryan.flaten@ci.madison.mn.us	Monday 1/17/22 residence called of a agitated dog that broke off leash. Chase and Ryan both went to get dog. the resident that had the dog finally got it to settle down. we had the resident bring it to waste plant. owners found.	
Notice Sent	807	4th Ave	Code Enforcement - Other	1/19/2022 9:05:42 AM	todd.erp@ci.madison.mn.us	1/21/2022 10:55:02 AM	christine.enserson@ci.madison.mn.us	1/19/21 TE Prop Owner pushes his snow from driveway across street to another property. Neighbor has said she talked to him. She doesn't want to get find for snow on sidewalk from the snow being pushed over from his property.	1/21/22 Notice sent. Followup next snowfall. CE

Notice Sent	1023	4th Ave	Junk Vehicle/Blight	1/19/2022 8:44:16 AM	todd.erp@ci .madison.mn n.us	1/21/2022 1:01:00 PM	christine.ender son@ci. madison.mn .us	1/19/22 TE Miscellaneous items in yard and on deck. (Stove, dresser, toys etc.)	1/21/22 - Notice sent. Follow up on May 16th. CE
Complete	404	6th Ave	Building Maintenance	1/12/2022 10:59:12 AM	todd.erp@ci .madison.mn n.us	1/12/2022 10:59:40 AM	todd.erp@ci .madison.mn n.us	Greg informed me that a furnace vent pipe was pointing down at the electric meter and would build up ice on meter.	cut the elbow off of pipe and turned away from meter to drop along side of meter.
Complete		Skating Rink Warming House	Building Maintenance	1/12/2022 10:48:26 AM	todd.erp@ci .madison.mn n.us	1/12/2022 10:48:27 AM	todd.erp@ci .madison.mn n.us	Need Items to have during Season Fire extinguisher First aid kit Garbage can/bags	Purchased items and have been taken to warming house.
Work in Progress	616	W 8th st.	Streets - Other	1/12/2022 10:44:19 AM	todd.erp@ci .madison.mn n.us	1/12/2022 10:44:20 AM	todd.erp@ci .madison.mn n.us	Need to install plastic liner and side boards in new tandem.	Installing plastic liner to dump box allows snow to slide easier and prevent snow from sticking to box. Side boards allow more snow to be hauled without overflowing sides. We purchased liner for ford tandem but didn't install because we found that we were going to replace truck.
Complete		Theater Restrooms	Building Maintenance	1/12/2022 10:41:08 AM	todd.erp@ci .madison.mn n.us	1/12/2022 10:41:09 AM	todd.erp@ci .madison.mn n.us	Restrooms felt cold when cleaning. Checked thermostat and was set to 73 degrees but temp of room was 44 degrees.	Contacted Greg Thole. He and Pilatzki were going to check for issues in the floor heat boiler. After checking, they noticed a air trap in the system. They bled the lines and removed the air in the system. Temperature in room is 72 degrees now and is properly working.

Complete	616	W 8th st.	Streets - Other	1/12/2022 10:37:16 AM	todd.erp@ci .madison.m n.us	1/12/2022 10:37:17 AM	todd.erp@ci .madison.m n.us	Sno-Go snow blower would shut off during snow removal. Controls would also become unresponsive.	Had zieglers check for any engine failures. Every thing checked out but machine wouldn't shut off when checking. After communicating with service dept. from MacQueen, they thought it could be a computer board problem with the controller. We decided to hard wire a new controller to snowblower. Tested the blower after installing the hard wired control box, and did not shut down.
Complete	0	Suzie Nelson	Jetting	1/6/2022 9:57:40 AM	ryan.flaten @ci.madiso n.mn.us	1/6/2022 9:57:41 AM	ryan.flaten @ci.madiso n.mn.us	Suzie called and said her sewer was backed up, we went and checked manholes and had flow, we jetted the line anyways.	
Complete	241	8th ave	Disconnect	1/6/2022 9:06:41 AM	ryan.flaten @ci.madiso n.mn.us	1/6/2022 9:06:42 AM	ryan.flaten @ci.madiso n.mn.us	house fire. had firefighter shut water off in basement till morning. shut curb stop off at 9:00am.	
Follow-Up Inspection Complete	302	5th St E	Sidewalk Snow Removal	1/4/2022 1:48:46 PM	christine.en derson@ci. madison.mn .us	1/11/2022 12:24:17 PM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant.	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up on 1/5/22. CE 1/10/22 TE not in compliance 1/10/22 TE We cleared sidewalk with bobcat.
Complete	413	Western Ave	Sidewalk Snow Removal	1/4/2022 1:14:06 PM	christine.en derson@ci. madison.mn .us	1/10/2022 9:32:15 AM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up on 1/5/22. CE 1/10/22 TE in compliance

Complete	619	4th Ave	Sidewalk Snow Removal	1/4/2022 1:13:00 PM	christine.ender son@ci. madison.mn .us	1/10/2022 9:09:12 AM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up on 1/5/22. CE 1/10/22 TE in compliance
Follow-Up Inspection Complete	804	4th Ave	Sidewalk Snow Removal	1/4/2022 1:12:12 PM	christine.ender son@ci. madison.mn .us	1/20/2022 12:34:58 PM	christine.ender son@ci. madison.mn .us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up on 1/5/22. CE 1/10/22 TE not in compliance 1/10/22 TE We cleared sidewalk with bobcat.
Follow-Up Inspection Complete	814	4th Ave	Sidewalk Snow Removal	1/4/2022 1:11:00 PM	christine.ender son@ci. madison.mn .us	1/11/2022 12:25:04 PM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up 1/5/22. CE 1/10/21 TE not in compliance 1/10/22 TE We cleared sidewalk with bobcat.
Follow-Up Inspection Complete	320	W 9th St	Sidewalk Snow Removal	1/4/2022 1:10:03 PM	christine.ender son@ci. madison.mn .us	1/11/2022 12:25:18 PM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up on 1/5/22. CE 1/10/22 TE not in compliance 1/10/22 TE We cleared sidewalk with bobcat.

Follow-Up Inspection Complete	1031	4TH AVE	Sidewalk Snow Removal	1/4/2022 1:09:09 PM	christine.en derson@ci. madison.mn .us	1/20/2022 12:36:22 PM	christine.en derson@ci. madison.mn .us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up on 1/5/22. CE 1/10/22 TE not in compliance 1/10/22 TE We cleared sidewalk with bobcat. 1/19/22 CE Sidewalk not compliant after 1/14 snowfall. 1/20/22 CE Cleared sidewalk with bobcat. Invoiced fine and labor.
Follow-Up Inspection Complete	713	2nd Ave	Sidewalk Snow Removal	1/4/2022 1:08:20 PM	christine.en derson@ci. madison.mn .us	1/11/2022 12:25:46 PM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up 1/5/22. Ce 1/10/22 TE not in compliance 1/10/22 TE We cleared sidewalk with bobcat.
Complete	220	2nd Ave	Sidewalk Snow Removal	1/4/2022 1:07:27 PM	christine.en derson@ci. madison.mn .us	1/10/2022 9:30:01 AM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up 1/5/22. CE 1/10/22 TE in compliance
Complete	203	3rd Ave	Sidewalk Snow Removal	1/4/2022 1:06:37 PM	christine.en derson@ci. madison.mn .us	1/10/2022 9:28:19 AM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant.	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. CE spoke with property owner's sister as the PO is in the hospital. Follow up on 1/5/22. CE 1/10/22 TE in compliance
Complete	301	3rd Ave	Sidewalk Snow Removal	1/4/2022 1:05:18 PM	christine.en derson@ci. madison.mn .us	1/10/2022 9:27:18 AM	todd.erp@ci .madison.m n.us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up 1/5/22. CE 1/10/22 TE in compliance

Complete	316	W 3rd St	Sidewalk Snow Removal	1/4/2022 1:04:31 PM	christine.ender- son@ci. madison.mn .us	1/10/2022 9:25:46 AM	todd.erp@ci. madison.mn .us	1/3/22-Sidewalk not compliant	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up 1/5/22. CE 1/10/22 TE in compliance
Follow-Up Inspection Complete	322	4th Ave	Sidewalk Snow Removal	1/4/2022 1:03:34 PM	christine.ender- son@ci. madison.mn .us	1/11/2022 12:26:01 PM	todd.erp@ci. madison.mn .us	1/3/22-Sidewalk not compliant.	Sidewalk Snow removal code enforcement 1/4/22-Initial notice delivered. Follow up 1/5/22. CE 1/10/22 TE not in compliance 1/10/22 TE We cleared sidewalk with bobcat.
Follow-Up Inspection Complete	622	W 5th St	Sidewalk Snow Removal	1/4/2022 10:31:34 AM	christine.ender- son@ci. madison.mn .us	1/20/2022 2:17:32 PM	christine.ender- son@ci. madison.mn .us	1/3/22 - Sidewalk not compliant.	Sidewalk Snow removal code enforcement 1/4/22 - Initial notice delivered. Follow up on 1/5/22. CE 1/10/22 TE needs to be cleared 1/10/22 TE We cleared sidewalk with bobcat. 1/19/22 CE Sidewalk not compliant after 1/14 snowfall. 1/20/22 CE Cleared sidewalk with bobcat. Invoiced fine and labor.
Complete	416	8th Ave	Sidewalk Snow Removal	1/4/2022 10:25:09 AM	christine.ender- son@ci. madison.mn .us	1/10/2022 9:02:15 AM	todd.erp@ci. madison.mn .us	1/3/2021 - Sidewalk not compliant.	Sidewalk Snow removal code enforcement 1/4/21 - Initial notice delivered. Follow up afternoon on 1/5/21. 1/10/21 TE snow was removed
New Request	616	8th Ave	Parking (Snow)	1/3/2022 12:42:10 PM	todd.erp@ci. madison.mn .us	1/3/2022 12:42:10 PM	todd.erp@ci. madison.mn .us		



**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: St. Michael the Archangel Church of Madison

Previous Gambling Permit Number: X-37005-22-018

Minnesota Tax ID Number, if any: \_\_\_\_\_

Federal Employer ID Number (FEIN), if any: 41-0764100

Mailing Address: 412 W 3rd St

City: Madison State: MN Zip: 56256 County: Lac qui Parle

Name of Chief Executive Officer (CEO): Rev. Brian W. Oestreich

CEO Daytime Phone: 507-829-6667 CEO Email: stmichael1891@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): stjohnortonville@gmail.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): St. Michael the Archangel Church

Physical Address (do not use P.O. box): 412 W 34d St

Check one:

☒ City: Madison Zip: 56256 County: Lac qui Parle

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): \_\_\_\_\_

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection

# LG220 Application for Exempt Permit

11/17  
Page 2 of 2

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

### CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Brian W Oestreich Date: 2-2-22  
(Signature must be CEO's signature; designee may not sign)

Print Name: Rev. Brian W. Oestreich

## REQUIREMENTS

### Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

### Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

# CITY COUNCIL CHECKLIST

2/10/2022

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, Ferraro	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,	CIP program - advertise	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	Approve Contract	2022/2023
Federal EDA EAA Grant	9/1/2021	Council	CM	Application has been submitted	2022
City Hall Restoration and Maintenance	6/1/2017	Council	CM, BM	Approve Contract	2022
Welcome Sign School Pride State Champ	7/1/2021	Zahrbrock	CM, PZ, AC	School to set up marketing meeting - Tony Smith Julie Asfeld	2022



Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

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

January 31, 2022

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

RE: 2022 General Engineering  
City of Madison, Minnesota  
Project No.: 0W1.123414

Dear Mayor, Council and City Manager:

Please find the enclosed invoice from Bolton & Menk, Inc. for engineering services. The invoice corresponds to providing the following services:

- \$270.00: Site Evaluation Meeting with Lac Qui Parle County
- \$260.00: GIS data updates
- \$2,250.00: Reviewing sewer televising results

I recommend payment be made in the amount of \$2,780.00. If you have questions or concerns, please call me at 320-905-5446.

Sincerely,

Bolton & Menk, Inc.

Kent Louwagie, P.E.  
City Engineer




**BOLTON  
& MENK**

Real People. Real Solutions.

**Please Remit To:** Bolton & Menk, Inc.  
 1960 Premier Drive | Mankato, MN 56001-5900  
 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Madison  
 Val Halvorson, City Manager  
 City Hall  
 404 6th Avenue  
 Madison, MN 56256-1237

January 21, 2022  
 Project No: 0W1.123414  
 Invoice No: 0283224  
 Client Account: MADI

**Madison/2021 General Engineering**

Professional Services from November 27, 2021 through December 24, 2021:

**Professional Services**

	Hours	Rate	Amount	
Principal				
Louwagie, Kent	1.50	180.00	270.00	
<i>Lac Qui Parle County Site Evaluation Meeting</i>				
Specialist				
Janni, Scott	2.00	130.00	260.00	
<i>Parcel Map &amp; Web Application Parcel Updates</i>				
Senior Technician				
Kelley, Joshua	18.00	125.00	2,250.00	
<i>Reviewing Televising Reports</i>				
Totals	21.50		2,780.00	
<b>Total Labor</b>				<b>2,780.00</b>
<b>Total this Invoice</b>				<b>\$2,780.00</b>



**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

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

January 31, 2022

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

RE: Industrial Park Development  
City of Madison, Minnesota  
Project No.: 0W1.125959

Dear Mayor, Council and City Manager:

An invoice from Bolton & Menk, Inc. for engineering services is enclosed. The invoice corresponds to preparing the Preliminary Engineering Report and Environmental Narrative for the Industrial Park Development.

I recommend payment be made in the amount of \$12,407.50. If you have questions or concerns, please call me at 320-905-5446.

Sincerely,

**Bolton & Menk, Inc.**

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



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.  
 1960 Premier Drive | Mankato, MN 56001-5900  
 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Madison  
 Val Halvorson, City Manager  
 City Hall  
 404 6th Avenue  
 Madison, MN 56256-1237

January 21, 2022  
 Project No: 0W1.125959  
 Invoice No: 0283225  
 Client Account: MADI

**Madison/Industrial Park Development**

Professional Services from November 27, 2021 through December 24, 2021:

PER and ER (001)

**Professional Services**

	Hours	Amount	
Principal	58.00	10,440.00	
Project Engineer	13.00	1,690.00	
Senior Planner	1.50	277.50	
Totals	72.50	12,407.50	
<b>Total Labor</b>			<b>12,407.50</b>
<b>Total this Task</b>			<b>\$12,407.50</b>
<b>Total this Invoice</b>			<b>\$12,407.50</b>



**CITY OF MADISON, MINNESOTA  
RESOLUTION NO. 22-14**

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

**A RESOLUTION TO ELECT THE STANDARD ALLOWANCE  
AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT**

**WHEREAS**, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

**WHEREAS**, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

**WHEREAS**, The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs).

**WHEREAS**, The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory.

**WHEREAS**, an estimated amount of \$152,995.14 has been allocated to the City of Madison (“City”) pursuant to the ARPA.

**WHEREAS**, The Coronavirus State and Local Fiscal Recovery Funds ensures that governments have the resources needed to fight the pandemic and support families and businesses struggling with its public health and economic impacts, maintain vital public services, even amid declines in revenue, and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

**WHEREAS**, In May 2021, the US Department of Treasury (“Treasury”) published the Interim Final Rule describing eligible and ineligible uses of funds as well as other program provisions, sought feedback from the public on these program rules, and began to distribute funds.

**WHEREAS**, on January 6, 2022, Treasury issued the final rule. The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process.

**WHEREAS**, the final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

**WHEREAS**, recipients that select the standard allowance may use that amount, in many cases their full award, for government services, with streamlined reporting requirements.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, MINNESOTA, THE CITY ELECTS THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE AMERICAN RESCUE PLAN ACT ESTIMATED AT \$152,995.14 TO BE USED FOR THE GENERAL PROVISION OF GOVERNMENT SERVICES.**

Upon vote taken thereon, the following voted:

For:

Against:

Absent:

Whereupon said Resolution No. 22-14 was declared duly passed and adopted by the City Council of Madison, Minnesota this 14th day of February, 2022.

---

Greg Thole - Mayor

Attested:

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Christine Enderson - City Clerk

**CITY OF MADISON, MINNESOTA  
RESOLUTION NO. 22-15**

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

**RESOLUTION REQUESTING MARKED CROSSWALKS**

**WHEREAS**, the City wishes to install new crosswalks at the intersection of State Highway 75 and Fourth Street AND State Highway 40 and Sixth Avenue; and

**WHEREAS**, the City acknowledges they will be responsible for the maintenance of the crosswalk markings, the purchase and installation of “NO PARKING” signs for a minimum of 20’ either side of the crossing; and

**WHEREAS**, the City has identified the intersections of State Highway 75 and Fourth Street AND State Highway 40 and Sixth Avenue as the main crossing locations and wish to designate the intersection as a primary or school crossing, and

**WHEREAS**, the City wishes to accommodate safer crossings of State Highway 40 AND State Highway 75; and

**WHEREAS**, the City is formally requesting that MnDOT approve the new crossings as described above; and

**WHEREAS**, the City acknowledges that MnDOT will install and maintain pedestrian signage at and in advance of the approved crossing locations; and

**WHEREAS**, the City acknowledges that if the City fails to maintain the crosswalks markings MnDOT holds the right to remove all crosswalk signage; and

**NOW THEREFORE, IT BE RESOLVED** that the City Council of Madison, Lac qui Parle County, Minnesota that this formal request be made to MnDOT.

Upon vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 22-15 was declared duly passed and adopted this 14<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
Greg Thole - Mayor

Attest: \_\_\_\_\_  
Christine Enderson – City Clerk

# Memo

**To:** City Council  
**From:** Val Halvorson City Manager  
**CC:**  
**Date:** February 14, 2022  
**Re:** City of Madison Logo and Guidelines

---

## Background:

Our current logo was outdated and no longer felt like it represented the City of Madison. Over time the consistency varied across platforms failing to send a clear message. We want our City's image to match the energy and forward thinking of our residents.

A Committee worked with Designer Kelley Nemitz of 360 Design House. We explored and tweaked a multitude of options, challenging the committee and designer. The committee is Greg Thole, Val Halvorson, Todd Erp, Cheri Tuckett, Melissa Streich, Ryan Young

Our committee felt these traits represented Madison and were the beginning of our creative process. Artistic, Attractive, Caring, Charitable, Cheerful, Clean, Cooperative, Credible, Dedicated, Dependable, Energetic, Enthusiastic, Ethical, Family, Friendly, Happy, Helpful, Honest, Humble, Humorous, Independent, Knowledgeable, Laid Back, Loyal, Optimistic, Passionate, Positive, Practical, Professional, Quiet, Reliable, Responsible, Sensible, Spiritual, Stable, Steady, Stoic, Supportive, Strong, Thoughtful, Trustworthy, Value, Warm and Whimsical.

We may look like just another small town in the Midwest. Rural. Agriculture. Small Businesses. But there's a lot that makes Madison stand out. There is a deep sense of pride and a high level of citizen involvement to keep moving Madison forward. There is vibrancy and engagement that is often missing in towns this size.

Madison is a unified, modern yet historic community. It is a safe place to raise a family, a great place to have a business, a caring and supportive community. We work hard to ensure that people feel welcome here, that our city is attractive both visually and emotionally. For those that live here we want you to feel proud, and for those that visit we want you to come back.

Current Logo dating back at or before 1997.



CITY OF  
MADISON

The circular design wrapped around the M represents the connected culture we strive for and value in our small town. It also illustrates togetherness and being part of something bigger. The M's upward stroke, a sign we are on the rise and continually moving our community forward. The logo is a clean and simple approach to showcasing the unity within our community. The colors represent Madison's personality traits as strong and classic.



**Discussion/Recommendation:**

Request approval of City of Madison Logo and Guidelines. If approved, the planned release includes a coordinated effort with an article in the Western Guard, Facebook messaging, website and EDA marketing materials updated for February 22, 2022. Print materials will be ordered and transitioned by the business office. Partner agencies will be notified and provided access to a Google folder with logo specifications. Logo wear will be for sale for staff, council and residents from MOJO's boutique.



## CITY OF MADISON LOGO GUIDELINES

These guidelines demonstrate how to correctly use the City of Madison's logo.  
**UPDATED 2022**



## WHAT'S INSIDE

- 3** Types of Logo Files
- 4** Primary and Secondary Logos
- 5** Clear Zone, Minimum Sizes & Typefaces
- 6** Logo Colors
- 7** Reverse & One-Color Usage
- 8** Incorrect Usage
- 9** Departments
- 10** Co-branding with the Chamber of Commerce

## TYPES OF LOGO FILES

### *AI and EPS*

Vector-based image that will not lose quality if scaled larger than the provided size. Available in four-color process, spot color, black and white and reversed. Primarily used for professional printing.

### *JPG and PNG*

High-resolution pixel-based images that will lose quality if scaled larger than the provided size. Available in RGB format, black and white and reverse. Primarily used for in-house printing and for viewing on screen. This is also the preferred format for programs that are not design-based, such as Microsoft Office applications. JPG has a white background while PNG has a transparent background.

## TYPES OF LOGO COLORS

### *Spot Color*

Spot color printing uses pre-mixed ink colors determined by the Pantone Matching System (PMS). They accurately represent color chips provided to the print and design industry.

### *4 Color Process*

Process printing uses four inks (cyan, magenta, yellow and black — also referred to as CMYK) printed together to create a wide spectrum of colors.

### *RGB Format*

Colors are used in RGB (red, green and blue) format when they appear on computer or television screens.

### *Hex Numbers*

Hexadecimal numbers or “hex” numbers are a base-16 numbering system used to define colors on web pages. A hex number is written from 0-9 and A-F.

***For copies of the logo in any format or questions about which file type you need, please contact the Madison City Offices at [madison@ci.madison.mn.us](mailto:madison@ci.madison.mn.us) or 320-598-7373.***



# PRIMARY AND SECONDARY LOGOS

The City of Madison logo consists of three main elements: The primary M icon, the 'adison' logotype and MINNESOTA.

Each of these elements has been custom-created and should never be recreated or re-typeset. To maintain consistency and create a strong visual identity, the Madison logo should only be used from existing digital files.

The circular design wrapped around the M represents the connected culture we strive for and value in our small town. It also illustrates togetherness and being part of something bigger. The M's upward stroke, a sign we are on the rise and continually moving our community forward. The logo is a clean and simple approach to showcasing the unity within our community. The colors represent Madison's personality traits as strong and classic.



## PRIMARY LOGO

The horizontal version of the Madison logo (M icon to the left of the logotype) is the preferred logo format.

The logo utilizes the typeface Lato for MINNESOTA.



## SECONDARY LOGOS

When the horizontal version of the Madison logo will not work with your space or design requirements, the secondary City of Madison emblem-style logo or the Madison MN emblem-style logo versions can be used.



# CLEAR ZONE, MINIMUM SIZES & TYPEFACES



## Lato Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

## Lato Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

## CLEAR ZONE

The Madison logo should always have an area of open space or “clear zone” around it. No other graphic elements should fall within this area around the logo.

In the primary logo, where “X” is approximately equal to half the height of the ‘o’ in Madison logotype, leave at least X amount of clearance on all sides of the logo.

In the secondary City of Madison emblem-style logo, where X is the distance between the top of the lettering to the bottom of the dark blue line, leave at least X amount of clearance on all sides of the logo.

In the secondary MADISON MN emblem-style logo, where X is the distance between the bottom of the lettering to the bottom of the blue circle, leave at least X amount of clearance on all sides of the logo.

## MINIMUM SIZES

The Madison logo should always be used at an appropriate size to make sure it is legible.

When the primary signature is used, it should be no smaller than 1.5” wide at the widest point.

The secondary signature should be used no smaller than 1” at its widest point.

## TYPEFACES

The primary typeface used to accompany the Madison logo is Lato Light.

There are several typefaces in this family that may be used for Madison branded materials including various weights.

Standard fonts such as Arial are permitted within documents created in programs where custom fonts are not available.

## LOGO COLORS





The Madison logo color palette is comprised of two colors that represent our unique town.

Spot-color printing is the preferred option and should be used whenever possible. However, four-color process printing may be used when spot-color printing is not available or cost effective.

When the logo is used on the on screen, the RGB format should be used and hex values should be used for the web. The Madison logo spot colors and their corresponding four-color process, RGB and hex formulas are listed below.

The color samples in this guide are just a visual representation of the colors and should not be used as an accurate color match. Actual Pantone chips should be used to match colors when printing.

	SPOT COLOR (PANTONE®)	4 COLOR PROCESS (CMYK)	RGB (SCREENS)	HEX COLOR (WEB)
	PMS 7629 C	C 37 M 81 Y 71 K 42	R 111 G 51 B 50	#6F3332
DEEP RED				
	3025 C	C 100 M 65 Y 37 K 21	R 0 G 77 B 113	#004D71
ENERGY BLUE				

Pantone® is a registered trademark of PANTONE Inc.'s color matching system.

## REVERSE AND ONE-COLOR USAGE



### REVERSE USAGE

A reverse version of the Madison logo has been developed for use when the logo appears over black or other dark colors. The M and logotype are white to increase legibility. The inner circle has 50% transparency to let the background color show through.

Use the full-color signature on backgrounds with a color that has a tonal equivalency of less than 15% black and the reverse signature on backgrounds with a color that has a tonal equivalency of 15% black or more.

Do not place the logo over a competing background such as a photo where it cannot be easily legible.



### ONE-COLOR USAGE

An alternate version of the Madison logo has been developed to be used when only one color is available.

One-color logos should only be used as an alternative to the preferred full-color version. It should not be used in four-color process printing or in RGB formats, where you can use a full-color version instead.

## INCORRECT USAGE



DO NOT reposition the elements of the logo.



DO NOT change the colors of the logo.



DO NOT use the primary M icon as a decorative capital letter.



DO NOT use the logo or primary icon in a way that violates the minimum clear space, especially in a co-branding situation.



DO NOT distort or stretch the logo.  
Make sure it is always scaled proportionally.



DO NOT use the M icon locked up with any other typeface.

All of these rules apply no matter which version of the logo you're using.

## DEPARTMENTS



Offices within the city are able to use their own unique logo, as outlined below. It is also acceptable for the office to use the main Madison logo if they choose.

### DEPARTMENTS AND AGENCIES

To maintain the integrity of the logo when branding departments, offices and agencies within the city, the secondary City of Madison logo will be used, and the name of the department will appear in a blue 'flag' to the right of the emblem.

When the name of the department is too long to fit onto one line, the text should flow to the second line.

Please refer to page 7 for reverse and one-color usage.

# ALLIED ORGANIZATIONS AND CO-BRANDING



The City of Madison often partners with outside entities to promote a program or service. When partnering with outside organizations it is acceptable, if granted permission by both entities, to place their logos side by side, maintaining the clear zone define on page 5.



## EXCEPTION

In cases where Lou T. Fisk has modified colors that align with the City of Madison brand, the clear space can be ignored and Lou can overlap the Madison logo. Approval on these layouts must come from both entities.

2022 CITY OF MADISON BROADBAND PROJECT

CITY OF MADISON, MINNESOTA

And

FARMERS MUTUAL TELEPHONE COMPANY

Dated February 14, 2022



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## **AGREEMENT**

THIS AGREEMENT, made as of 14<sup>th</sup> day of February, 2022 between the CITY OF MADISON, MINNESOTA, a body corporate and political under the laws of the State of Minnesota (the "City), and FARMERS MUTUAL TELEPHONE COMPANY, a cooperative corporation organized under the laws of Minnesota (the "CONTRACTOR"),

### **WITNESSETH:**

WHEREAS, the City was awarded a grant by the Minnesota Department of Employment and Economic Development (DEED) for a broadband development project to support the provision of broadband services, including telework, telemedicine, and telelearning, to better serve its citizens and businesses; and

WHEREAS, the City and DEED entered into the Grant Agreement (as defined below); and

WHEREAS, the City issued its RFP and received CONTRACTOR's RFP Response (both defined below), and selected CONTRACTOR as the winning bidder; and

WHEREAS, the Contractor will design, build, own, operate, maintain, provide a network that can deliver high speed bandwidth with symmetrical internet access as complete solution for meeting the needs for residents in the City of Madison;

WHEREAS, the Madison City Council agrees, in accordance with 2 C.F.R. 200.331, to contract with CONTRACTOR for designing, building, construction, installation, owning, operating, maintaining, and providing a network that can deliver high speed bandwidth, as defined below as the "Project Facilities"; and

WHEREAS, the CONTRACTOR has the ability to design, build, construct, install, own, operate, maintain, and provide a network that can deliver high speed bandwidth in accordance of the requirements of the RFP, the commitments made in CONTRACTOR's RFP Response and consistent with the Grant Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Article I and any other capitalized terms defined in the recitals and succeeding Articles of this Agreement shall, for all purposes of this Agreement and of any agreement supplemental hereto, have the meanings herein specified, such definitions to be equally applicable to both the singular and the plural:

"Broadband Grant" means the Broadband Infrastructure Grant in the amount of up to \$2,560,000 from the Minnesota Department of Employment and Economic Development ("DEED") pursuant to the Grant Agreement.

"Broadband Services" means high-bandwidth, high-speed symmetrical internet access provided by the CONTRACTOR using the Project Facilities.

"Certificate" means a certification in writing required or permitted by the provisions of the Agreement signed and delivered to the City or other proper Person or Persons.

"Completion Date" means the date on which CONTRACTOR has installed Fiber to the Premises facilities and offered Broadband Services in compliance with Sections 2.01-2.04 herein.

"CONTRACTOR's RFP Response" means CONTRACTOR's formally submitted response or proposal to the RFP, which is attached as Exhibit D and is fully incorporated herein.

"City" means the Madison City Council, the governing body of the City of Madison.

"Default" means default by the CONTRACTOR in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Agreement, exclusive of any notice or period of grace required for a default to constitute an "Event of Default" as described in Section 6 of this Agreement.

"Fiber to the Premises" means optical fiber that runs directly to customer premise equipment.

"Grant Agreement" means the Grant Contract, between the City and DEED in connection with the Broadband Grant, and is fully incorporated herein and listed in Exhibit B.

"Independent", when used with reference to an attorney, engineer, architect, certified public accountant, consultant or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the CONTRACTOR or the transaction to which his or her Certificate or opinion relates (other than payment to be received for professional services rendered), and (iii) is not connected with the CITY or the CONTRACTOR as an officer, director or employee.

"Operating Expenses" means for any period of calculation, the aggregate, calculated in accordance with generally accepted accounting principles, of all operating expenses of the CONTRACTOR.

"Optional Services" means services above and beyond Broadband Services that CONTRACTOR provides via the Project Facilities.

"Person" means any person, individual, trust, foundation, incorporation, incorporated or unincorporated entity, partnership, joint venture, governmental unit or association.

"Project" means the obligations undertaken by CONTRACTOR in this Agreement.

"Project Facilities" means the Fiber to the Premises broadband communications network and related facilities, to be owned and operated by the CONTRACTOR to provide Broadband Services as described in the RFP and CONTRACTOR's RFP Response.

"Residence" means a household/living unit within the geographic boundaries of the City of Madison.

"RFP" means the Request for Proposal for Fiber to the Premises and Broadband Services Procurement attached as Exhibit C.

"Service Area" means the geographic area further described in Exhibit A.

"State" means the State of Minnesota or its agents.

"Unavoidable Delays" means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct results of war, terrorism, strikes, other labor troubles, fire or other casualty to the Project Facilities, supply chain issues, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in the Contractor obtaining of permits or governmental approvals necessary to enable construction of Project Facilities by the dates such construction is required under this Agreement, unless (a) the Contractor has timely filed any application and materials required by the applicable governmental unit for such permit or approvals, and (b) the delay is beyond the reasonable control of the Contractor.

## **ARTICLE II**

### **PROJECT OBLIGATIONS**

Section 2.01 CONTRACTOR will proceed with all reasonable dispatch to acquire, install and construct the Project Facilities substantially in accordance with the RFP and CONTRACTOR's RFP Response, both incorporated herein. Such acquisition, construction and installation shall be completed on or before the Completion Date provided, however, that if the progress of acquisition, construction and installation is delayed at any time by Unavoidable Delays, then the Completion Date shall be extended for such reasonable time as the City may determine.

Section 2.02 CONTRACTOR will construct and install network and broadband infrastructure to provide Fiber to the Premises access to Broadband Services to all Residences. CONTRACTOR need not install Fiber to the Premises if a property owner fails to provide reasonable consent to allow a network connection on its property. CONTRACTOR will be deemed to have provided ubiquitous service if it is able to offer a connection to a substantial number of inhabited Residences in the City of Madison.

Section 2.03 CONTRACTOR will construct and install network and broadband infrastructure to provide access to Broadband Services to all currently operating businesses and government offices within the City.

Section 2.04 CONTRACTOR will offer internet access at or above the state speed goals (at least 300 Mbps download; at least 300 Mbps upload) and at retail prices consistent with current subscribers of CONTRACTOR in the area.

Section 2.05 CONTRACTOR's service offerings will be consistent with current subscribers of CONTRACTOR in the area.

Section 2.06 CONTRACTOR agrees to provide Broadband Services in the Service Area using the Project Facilities for at least five (5) years after the Completion Date.

Section 2.07 CONTRACTOR will obtain all permits, licenses, and/or authorizations of any kind necessary to provide its services to end-user customers. CONTRACTOR will contract directly with end-user customers. The City will not be a party to CONTRACTOR's agreement with end-user customers, and CONTRACTOR will not act as an agent of or subcontractor for City in providing such services. CONTRACTOR will have the right and lawful power to establish and collect rates, tolls, fees and charges with respect to its the services provided via the Project Facilities subject to the terms of this Agreement and its contracts relating thereto, and subject to the jurisdiction of any applicable regulatory authority; provided, however, that such rates and charges shall be in accordance with law.

Section 2.08 CONTRACTOR must allow subscribers to its Broadband Services to obtain third-party services (e.g., telephony, video, telemedicine, security, etc.) to be delivered via the Broadband Services.

Section 2.09 Use of Project Facilities. The CONTRACTOR will use the Project Facilities to provide Broadband Services in the Service Area, and for other lawful purposes as determined by CONTRACTOR. The CONTRACTOR will not use or permit any Person to use the Project Facilities for any use or purpose in violation of the laws of the United States, the State of Minnesota, or any ordinance of the CITY, and agrees to comply with all the orders, rules, regulations and requirements of the officers or Councils of the CITY, the State or any other governmental authority having jurisdiction over the Project Facilities. CONTRACTOR shall have the right to contest by appropriate legal proceedings, without cost or expense to the CITY or the CITY, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to. CONTRACTOR reserves the right to disconnect and discontinue service to any location in violation of this provision.

Section 2.10 Maintenance and Possession of Project Facilities by CONTRACTOR. The CONTRACTOR will keep or cause to be kept the Project Facilities in good repair and good operating condition at its own cost until at least five (5) years after the Completion Date, making such repairs and replacements as are reasonably necessary. The CONTRACTOR represents that it has no present intention to sell, lease or otherwise dispose of the Project Facilities (other than disposal of obsolete or worn Project Facilities in the ordinary course of the CONTRACTOR's operations). If the CONTRACTOR makes any alterations to the Project Facilities, CONTRACTOR will ensure that there is no impairment to the structural strength, utility, market, or revenue of the Project Facilities and that the original Project purpose will continue to be met.

## ARTICLE III

### REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations by the City. The City makes the following representations as the basis for its undertakings herein:

- (a) The City is a Minnesota body corporate and politic.
- (b) City will allow and grant to CONTRACTOR the right to build the facilities, including but not limited to installation of conduit, fiber, vaults, and pedestals, on City-owned property and/or right of way or further the City will attempt to secure any needed temporary/permanent easements within the City. The City will facilitate any local permitting required and waive associated municipal fees wherever apt.
- (c) The execution and delivery of this Agreement and the Assignment, the performance of all covenants and agreements of the City contained in this Agreement are fully authorized and have been duly and validly authorized by resolutions of the City, duly adopted at a meeting of the Council duly called and held, by the requisite vote of its members.
- (d) No council member of the City and no other elected or appointed official who is authorized to take part in the making of this Agreement is directly or indirectly interested in this Agreement, the Project, the Project Facilities, or any contract, agreement or job hereby contemplated to be entered into or undertaken for completion of the Project.

Section 3.02 Representations, Warranties and Covenants by CONTRACTOR. The CONTRACTOR makes the following representations and covenants:

- (a) The CONTRACTOR is a cooperative duly organized under the laws of Minnesota, and is authorized to do business in, and in good standing, under the laws of the State of Minnesota, and the CONTRACTOR has full power and authority to undertake its actions and responsibilities as contemplated by this Agreement.
- (b) Except as provided herein, the CONTRACTOR will comply with all applicable federal, state and local laws with respect to its performance of this Agreement. The CONTRACTOR will at all times during performance of this contract remain in compliance with all applicable OSHA regulations, especially the federal Hazardous Operations and Emergency Response Standards (29 CFR 1910.120 and 1926.65). CONTRACTOR shall not be required to comply with COVID vaccine mandate due to CONTRACTOR's number of employees being less than fifty (50).
- (c) The CONTRACTOR reasonably expects that it will own and operate the Project Facilities and provide the agreed-to services for five years following the Completion Date as provided herein, except to the extent such operation may be interrupted by strikes, riots, public health emergencies, acts of God or public enemy or other circumstances beyond the control of the CONTRACTOR.
- (d) The execution and delivery of this Agreement, and the other Documents to which it is a party and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or Default under any bond, debenture, note or other evidence of indebtedness or any contract, Agreement or lease to which the CONTRACTOR is a party or by which it is bound, or violate any law, regulation or order of the United States or the State of

Minnesota or CITY or political subdivision thereof, or any court order or judgment in any proceeding to which the CONTRACTOR is or was a party or by which it is bound.

(e) There is no litigation pending, or to the best of its knowledge threatened, against the CONTRACTOR affecting its ability to carry out the terms of the Agreement.

(f) To the best of the CONTRACTOR's knowledge and belief, no council member or other officer or employee of the CITY is directly or indirectly interested in this Agreement, the Project or any contract, agreement or job hereby contemplated to be entered into or undertaken.

## **ARTICLE IV**

### **COMPLETION OF PROJECT AND PAYMENT**

Section 4.01 **Contract Payments.** CONTRACTOR's compensation for services performed will be consistent with the terms of the Grant Agreement and the parties agree to at least quarterly payments.

Section 4.02 **Broadband Grant funds** shall be used only to support last mile Fiber to the Premises to Residences. CONTRACTOR shall be capable of demonstrating that Broadband Grant funds are not spent on or attributed to other facilities and/or services.

Section 4.03 CONTRACTOR shall implement and follow procedures to ensure that Broadband Grant funds are not used to duplicate facilities already in place, including facilities funded through other government programs.

Section 4.04 **Completion Date.** Subject to the terms and conditions stated herein, including Unavoidable Delays, the parties agree that the Completion Date shall be on or before December 31, 2022.

Section 4.05 **Title to the Project Facilities.** The City will take no ownership interest in the Project Facilities. As between CONTRACTOR and the City, the Contractor will own the Project Facilities.

## **ARTICLE V**

### **SPECIAL COVENANTS**

Section 5.01 **Liens.** The CONTRACTOR will pay or cause to be paid all utility charges and other charges arising from the operations of the Project Facilities which, if unpaid, would become a lien on the Project Facilities and will not permit any lien or encumbrance to be established or to remain unsatisfied against the Project Facilities, including any mechanics' liens; provided, that the CONTRACTOR may in good faith contest any mechanics' or other liens filed or established against the Project Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the CITY shall notify the CONTRACTOR that, in the opinion of Independent Counsel, by nonpayment of any such items the Project Facilities or any part thereof will be subject to loss or forfeiture, in which event the CONTRACTOR shall promptly pay and cause to be satisfied and discharged all such unpaid items.



Section 5.02 Taxes and Other Governmental Charges. The CONTRACTOR will pay or cause to be paid, as the same respectively become due, any taxes, special assessments, license fees and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the operations at the Project Facilities, or any improvements, equipment or related property installed or brought by the CONTRACTOR therein or thereon, or the Agreement, Grant Agreement or the interest of the CITY therein. The CONTRACTOR may, at its expense, in good faith contest any such taxes, assessments, license fees and other governmental charges and, in the event of any such contest, may permit the taxes, assessments, license fees or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the CITY shall notify the CONTRACTOR that, in the opinion of Independent Counsel, by nonpayment of any such items, the Project Facilities or any part thereof, or the revenue therefrom, will be subject to loss or forfeiture, in which event such taxes, assessments, license fees or charges shall be paid promptly.

Section 5.03 Insurance. The CONTRACTOR shall maintain, or cause to be maintained, at its cost and expense, insurance as follows:

(a) Insurance against loss and/or damage to the Project Facilities under a policy or policies covering such risks as are ordinarily insured against by similar businesses if necessary.

(b) Comprehensive general public liability insurance, including personal Injury liability, and, if the CONTRACTOR owns or leases any automobiles, automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000, for public liability not arising from ownership or operation of automobiles (or other motor vehicles) and shall be endorsed to show the CITY as an additional insured.

(c) Such other insurance, including workers' compensation insurance respecting all employees of the CONTRACTOR, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the CONTRACTOR may be self-insured with respect to all or any part of its liability for workers' compensation. CONTRACTOR certifies that it is in compliance with Minn. Stat. Sect. 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Contractor's employees and agents will not be considered City or State employees and any claims that may arise under the MN Workers' compensation Act on behalf of these employees and any claims made by any third party as a consequence or any act or omission on the part of these employees are in no way the City or State's obligation or responsibly.

Section 5.04 No Warranty of Condition or Suitability. The CITY makes no warranty, either express or implied, as to the design or capacity of the Project Facilities, as to the suitability for operation of the Project Facilities, or that they will be suitable for the CONTRACTOR's purposes or needs.

Section 5.05 Indemnification. The CONTRACTOR releases the CITY from, agree that the CITY shall not be liable for, and agree to hold the CITY, its Council, and its officers, employees and agents, harmless against, any claim, cause of action, suit or liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project Facilities or the use thereof.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its Council, and its officers, employees and agents, against any and all losses, claims, damages or liability to which the CITY, its Council, and its officers, employees and agents, and the carrying out of the transactions contemplated by this Agreement, and to reimburse the CITY, its Council, and its



officers, employees and agents, for any out of pocket legal and other expenses (including reasonable counsel fees) incurred by the CITY, its Council, and its officers, employees and agents, in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions relating thereto. The CITY agrees, at the request and expense of the CONTRACTOR, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to the CITY.

Section 5.06 Financial Statements. The CONTRACTOR agrees to furnish to the CITY:

(a) by no later than 150 days after the close of each Fiscal Year, during the term hereof, commencing with the Fiscal Year ending December 31, 2022, a copy of the annual financial statement of the CONTRACTOR, including a balance sheet and operating statements, audited by an Independent Accountant.

Section 5.08 Annual Certificate; Reports. The CONTRACTOR agrees to furnish to the CITY:

(a) by no later than 150 days after the close of each Fiscal Year, during the term hereof, commencing with the Fiscal Year ending December 31, 2022, a Certificate of the Authorized CONTRACTOR Representative that there is no Default under this Agreement, or, if there be any such Default or default by the CONTRACTOR, explaining the nature thereof and specifying the steps being taken to remedy the same;

(b) and, if required by law, the Department of Employment and Economic Development for the State of Minnesota (or its successor) such additional reports concerning the CONTRACTOR or the Project Facilities as the CITY may from time to time reasonably request, or as may be required by any law, regulation or ordinance of the State of Minnesota, the Department of Employment and Economic Development (or its successor) or the CITY.

Section 5.09 Records and Inspection. For a minimum of six years following the end of this Contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later, the CONTRACTOR shall maintain (i) copies of federal, state, municipal and other licenses and permits obtained by the CONTRACTOR relating to the operation of the Project Facilities, (ii) financial books and records reflecting the operations of the Project Facilities, and (iii) all other documents, instruments, reports and records required by any provision of this Agreement or by law relating to the Project, the Project Facilities or the affairs of the CONTRACTOR. The CITY shall have the right to inspect all such materials, except any materials made private or confidential by federal or state law or regulation, and the Project Facilities at all reasonable times and to make such copies and extracts as it may desire. At the request of the CITY, the CONTRACTOR shall furnish to the CITY, at the CONTRACTOR's expense, a copy of any such materials which are required by the CITY in the performance of its duties under the Agreement.

## ARTICLE VI

### EVENTS OF TERMINATION, DEFAULT, AND REMEDIES

#### Section 6.01 Events of Termination.

(a) Termination for Insufficient Funding: If DEED exercises its right to immediately terminate the Grant Agreement between the CITY and DEED due to withdrawal of funding, in whole or part, or an insufficient amount of funding remaining, the CITY may terminate this Contract in whole or part. The CITY is not obligated to pay for services after such notice and effective date of termination; however, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed but only to the extent that funds are available. The CONTRACTOR may not assess any penalties.

(b) Termination for Cause: The CITY may immediately terminate this Contract for cause if it determines that there has been a failure to comply with the provisions herein, that reasonable progress has not been made or that the purposes for which the funds were contracted have not been or will not be fulfilled. The CITY may take action to protect the interests of the CITY, the State of Minnesota, and other governmental entities, which may include the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

Section 6.02 Events of Default. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever used in this Agreement, anyone or more of the following events:

(a) If the CONTRACTOR has failed to comply with the provisions herein, that reasonable progress has not been made or that the purposes for which the funds were contracted have not been or will not be fulfilled;

(b) If the CONTRACTOR the CONTRACTOR sells or otherwise disposes of the Project Facilities before 5 years after the Completion Date;

(c) If the CONTRACTOR shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in this Agreement or Grant Agreement on the part of the CONTRACTOR to be performed, and such Default shall have continued for a period of 30 days after written notice, specifying such Default and requiring the same to be remedied, shall have been given to the CONTRACTOR by the CITY;

(d) If any representation or warranty of the CONTRACTOR made herein or in any report, Certificate or financial statement provided by the CONTRACTOR in connection with this Agreement shall prove to be false or misleading in any material respect;

(e) If a court of competent jurisdiction shall enter an order, judgment or decree declaring the CONTRACTOR an insolvent, or adjudging the CONTRACTOR bankrupt, or appointing a trustee or receiver of the CONTRACTOR or of the whole or any substantial part of the property of the CONTRACTOR under any applicable law or statute of the United States of America or any State thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof; or

(f) If, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the CONTRACTOR or of the whole or any substantial part of its property, and such custody or control shall not be terminated within 60 days from the date of assumption of such custody or control.

The provisions of paragraph (c) of this Section are subject to the following limitations: (1) If by reason of force majeure the CONTRACTOR is unable in whole or in part to carry out its agreements contained herein, the CONTRACTOR shall not be deemed in default during the continuance of such disability. The term "force majeure" as used herein includes but is not limited to the following: acts of God; strikes, lockouts or other employee disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Minnesota or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes, storms; floods; washouts; droughts; arrests; civil disturbances; explosions, breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the CONTRACTOR. (2) If the Default can be remedied but not within a period of 30 days after notice and if the CONTRACTOR has taken all action reasonably possible to remedy such Default within such 30-day period, the Default shall not become an Event of Default for so long as the CONTRACTOR shall diligently proceed to remedy such Default and taking into account any directions or limitations of time made by the CITY. The CONTRACTOR agrees, however, to use its best efforts to remedy with all reasonable dispatch any cause or causes preventing the CONTRACTOR from carrying out its agreements.

Section 6.03 Cooperation. In the event of termination or Default, the CONTRACTOR shall cooperate fully with the City to ensure completion of the Project and continuous service to end users, and to minimize the impact on end user customers of CONTRACTOR's services. Failure to cooperate with or withholding any information or records requested by the City that impairs in the provision of such services shall constitute a material breach of this Contract, subjecting CONTRACTOR to liability for all damages incurred by the City and the State of Minnesota resulting from such breach.

Section 6.04 Remedies on Default. Whenever any Event of Default shall have happened and be subsisting, anyone or more of the following steps may be taken:

(a) The CITY may (i) exercise its rights and remedies under the Grant Agreement or (ii) take whatever action in law or in equity which appears necessary or desirable to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the CONTRACTOR under this Agreement or the Grant Agreement in accordance with the provisions hereof.

Section 6.05 Remedies Cumulative, Delay Not to Constitute Waiver. No remedy conferred upon or reserved to the CITY by this Agreement or the Grant Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or Grant Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY, or a receiver to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to a particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.06 Agreement to Pay Attorneys' Fees and Expenses. In the event the CONTRACTOR should default under any of the provisions of this Agreement, and the CITY should employ attorneys or incur other expenses for the collection of payments due or to become due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the CONTRACTOR contained in this Agreement or the Grant Agreement, the CONTRACTOR agrees that it will on demand therefor reimburse the reasonable fee of such attorneys and such other expenses so incurred.

## **ARTICLE VII**

### **MISCELLANEOUS**

Section 7.01 Notices. All notices, Certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when delivered personally or mailed by either certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To the CITY

City of Madison  
Mayor Greg  
Thole 404 6<sup>th</sup>  
Avenue  
Madison, MN 56256

To the CONTRACTOR

Farmers Mutual Telephone Company  
301 2<sup>nd</sup> Street South  
Bellingham, MN  
56212  
Attention: Kevin Beyer, CEO/GM

The CONTRACTOR and the City, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, Certificates, requests or other communications shall be sent.

Section 7.02 Binding Effect. This Agreement shall inure to the benefit of and shall

be binding upon the CITY, the CONTRACTOR and their respective successors, heirs and assigns, and

subject to the further limitation that any obligation of the CITY created by or arising out of this Agreement.

Section 7.03 Obligation of the CONTRACTOR to Cooperate in Furnishing Documents to City. The CONTRACTOR agrees to cooperate in furnishing to the City the documents referred to in the Grant Agreement, RFP and CONTRACTOR's RFP Response, and any other documentation referred to herein.

Section 7.04 Independent Contractor. CONTRACTOR, with respect to its installation of the Project Facilities under this Agreement, is an Independent Contractor and not an employee of the City, State, or its agents. As set forth in Section 2.07, CONTRACTOR will not act as an agent of or subcontractor for City in providing services to its end-user customers.

Section 7.05 Standard of Performance. Contractor represents it has the skill, expertise, and licenses/permits necessary to perform the services under this Agreement.

Section 7.06 Performance and Payment Bonds. The City reserves the right to require any performance or payment bonds prior to the Completion Date.

Section 7.07 Subcontracting and Assignment. Neither Contractor nor City shall assign any of its rights or transfer any of its obligations without the prior written consent of the other party.

Section 7.08 Amendments, Changes and Modifications. This Agreement, the Grant Agreement and RFP may not be effectively amended, changed, modified, altered or terminated except in writing by the CITY and the CONTRACTOR.

Section 7.09 Additional Provisions as to Interpretation. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not any particular Article, Section or subdivision hereof.

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Section 7.11 Severability. In case any section or provision of this Agreement, or in case any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable by reason of any law, or actions thereunder, such illegality or invalidity or inoperability shall not affect this remainder thereof or any other section or provision of the Agreement or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application therefor from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be

deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

Section 7.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 7.13 Term of Agreement. Except as otherwise provided herein, this Agreement shall remain in full force and effect from the date of execution hereof until five years following the Completion Date.

Section 7.14 Grant Agreement Specifications. CONTRACTOR shall adhere all requirements of the Grant Agreement, *including but not limited to* the following requirements as if acting as the "Grantee" to ensure the CITY is compliant with the same, and/or as necessary, shall cooperate with the CITY to demonstrate compliance to either the CITY, DEED, or another government agency. CONTRACTOR shall flow down all applicable provisions to subcontractors.

- (a) Government Data Practices.
- (b) Intellectual Property Rights.
- (c) Workers' Compensation.
- (d) Publicity.
- (e) Endorsement
- (j) Lead Based Paint.
- (g) Drug-free Workplace.
- (h) Duplication of Benefits.
- (i) Conflicts of Interest.
- (j) Debarment and Suspension Certification (Executive Orders 12549 and 12689)
- (k) Federal Environmental Standard.
- (l) Federal Labor Standards (HUD Form 4010), Federal Equal Employment Opportunity Construction Contracts Specifications (EO 11246), Equal Employment Opportunity, as amended (EO 11375), and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (m) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- (n) Copeland Anti-Kickback Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- (o) Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708).
- (p) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended
- (q) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- (r) Procurement of recovered materials. 2 CFR § 200.323.
- (s) Prohibition on certain telecommunications and video surveillance services or equipment. 2 CFR § 200.216.
- (t) Domestic preferences for procurements. 2 CFR § 200.322.
- (u) All OSHA Regulations, including but not limited to those listed at 29 CFR



1910.120 and 1926.65.

- (v) To the extent feasible, job vacancies for the Project shall be listed with MinnesotaWorks.net.
- (w) Ensured payment to Subcontractors.

Section 7.15 Labor Provisions. CONTRACTOR must abide by the following Labor Standard documents, which were attached as **Exhibit-D** to the RFP, and may be modified from time to time by the applicable government authority:

- Federal Labor Standards Provision (HUD 4010)
- Equal Employment Opportunity/Civil Rights
- Construction Contract Specs
- Minority/Women Owned Business
- HUD Section 3 Clause
- Minnesota Prevailing Wage

Section 7.16 Environmental Review. CONTRACTOR and the City will work in good faith to complete any Environmental Review that is necessary in order to construct or install the Project Facilities.

Section 7.17 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in Minnesota state court, Swift County, or in federal court, District of Minnesota.

## ARTICLE VIII

### EXHIBITS

This Agreement includes the following exhibits:

- Exhibit A - Service Area Grant
- Exhibit B - Grant Agreement
- Exhibit C - RFP for Fiber to the Premises and Broadband Services
- Exhibit D - Contractor's Response to RFP

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Agreement to be dulyexecuted in their respective names, all as of the date first above written.

CITY OF MADISON, MINNESOTA

---

By: Greg Thole  
Its: Mayor

---

By: Valerie Halvorson  
Its: City Administrator

CONTRACTOR  
Farmers Mutual Telephone Company

---

By: Scott Wittnebel  
Its: Board President



**EXHIBIT A**

**SERVICE AREA**

## **EXHIBIT B**

### **GRANT AGREEMENT**

**EXHIBITC**

**REQUEST FOR PROPOSAL FOR FIBER TO THE PREMISES AND BROADBAND  
SERVICES PROCUREMENT**

**EXHIBITD**  
**CONTRACTOR'S RESPONSE TO RFP**



# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 28 day of January in the year 2022  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Madison  
404 Sixth Avenue  
Madison, MN 56256

and the Architect:  
(Name, legal status, address and other information)

MacDonald & Mack Architects  
400 South Fourth Street, Suite 712  
Minneapolis, MN 55415

for the following Project:  
(Name, location and detailed description)  
Madison City Hall Tower Rehabilitation Project  
404 Sixth Avenue  
Madison, MN 56256

Project Description:  
Madison City Hall Tower Rehabilitation  
Architectural Services for construction document modification, contracting and  
construction administration for rehabilitation of the tower including new EPDM roof, new  
balustrade, siding and window and painting.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Cost of Work: One Hundred Six Thousand Six Hundred Two Dollars \$106,602.00

The project includes:

- Rehabilitation of existing roof tower includes:
- New EPDM roof
- New wood balustrade, siding, window
- Painting
- 

The Architects services will include:

- The final preparation of Bid Documents based on Minnesota Historical and Cultural Heritage Grant Agreement (Legacy Grant).
- Bidding, included in Basic Services is one Bidding Phase.
- Construction Administration during the Construction Phase.
- Architect will assist Owner in the submission and completion of required Milestones for the Legacy Grant Project as noted in the attached Grant Agreement – Exhibit A

Schedule for the Project:

Final Document Preparation	February 2022
Bidding and Contracting	February – March 2022
Construction Phase	April 2022 – October 2022

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

*(Paragraphs deleted)*

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Each occurrence:	\$1,000,000
General aggregate:	\$2,000,000

.2 Automobile Liability

Hired and Non-owned autos only	\$1,000,000
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.3 Workers' Compensation

Statutory Limits

.4 Professional Liability

Per claim:	\$2,000,000
Aggregate:	\$2,000,000

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and as described above in Article 1 and may include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

*(Paragraph deleted)*

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

*(Paragraphs deleted)*

## § 3.3 Finalize Construction Documents Phase Services

§ 3.3.1 Based on the Legacy Grant Approved Application Submission provided by the Owner, the Architect shall finalize for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in

detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

*(Paragraph deleted)*

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction. In Basic Services, additional Bidding Phases for rebidding the project are Additional Services.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.



### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### **§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### **§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

*(Paragraphs deleted)*

## **ARTICLE 4 ADDITIONAL SERVICES**

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service. This may include rebidding of the project or exhaustive analysis of a bid response.

§ 4.2.2 The Architect has included in Basic Services Six ( 6 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Nine ( 9 ) months of the date of this Agreement or as modified in the Agreement Between Owner and Contractor, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents or scope of the project because the lowest bona fide bid or negotiated proposal exceeds the

Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.



§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction  
*(Paragraphs deleted)*

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

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

See Licensing Fee below.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

If owner wishes to continue using Architect's Instruments of Service after Termination, the Owner must approve use with Architect and pay a Licensing Fee that will be determined based on 5% of the Construction Cost of the project.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## **ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Paragraphs deleted)*

**.3** Other

*(Describe the method of compensation)*

Bill Hourly with Not-to-Exceed Fee:

Sixteen Thousand and Five Hundred Dollars (\$16,500.00) (Fee includes reimbursable expense)

*(Paragraphs deleted)*

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Agreed amount based on proposal from Architect.

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

2022 Fee Schedule with Hourly Billing Rates is attached. See Exhibit B

*(Table deleted)*

### **§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are included in Basic and Additional Services, and include expenses incurred by the Architect and the Architect's consultants directly related to the

*(Paragraphs deleted)*

Project.

*(Paragraph deleted)*

### **§ 11.9 Payments to the Architect**

*(Paragraphs deleted)*

#### **§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 60 ( Sixty ) days after the invoice or for the final invoice, 60 days after the final Legacy Grant Submission date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

12 % Twelve percent per year.

**§ 11.9.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A; Minnesota Historical Society Legacy Grant Agreement No. 2107-26116

(Paragraphs deleted)

Exhibit B: MacDonald & Mack Fee Schedule

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Todd Grover, Principal

\_\_\_\_\_  
(Printed name, title, and license number, if required)



# Additions and Deletions Report for AIA® Document B104™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:20:34 ET on 02/03/2022.

## PAGE 1

**AGREEMENT** made as of the 28 day of January in the year 2022

...

City of Madison  
404 Sixth Avenue  
Madison, MN 56256

...

MacDonald & Mack Architects  
400 South Fourth Street, Suite 712  
Minneapolis, MN 55415

...

*(Name, location and detailed description)*  
Madison City Hall Tower Rehabilitation Project  
404 Sixth Avenue  
Madison, MN 56256

Project Description:  
Madison City Hall Tower Rehabilitation  
Architectural Services for construction document modification, contracting and construction administration for  
rehabilitation of the tower including new EPDM roof, new balustrade, siding and window and painting.

## PAGE 2

Cost of Work: One Hundred Six Thousand Six Hundred Two Dollars \$106,602.00

The project includes:

- Rehabilitation of existing roof tower includes:
- New EPDM roof
- New wood balustrade, siding, window
- Painting
- \_\_\_\_\_

The Architects services will include:

- The final preparation of Bid Documents based on Minnesota Historical and Cultural Heritage Grant Agreement (Legacy Grant).
- Bidding, included in Basic Services is one Bidding Phase.
- Construction Administration during the Construction Phase.
- Architect will assist Owner in the submission and completion of required Milestones for the Legacy Grant Project as noted in the attached Grant Agreement – Exhibit A

Schedule for the Project:

<u>Final Document Preparation</u>	<u>February 2022</u>
<u>Bidding and Contracting</u>	<u>February – March 2022</u>
<u>Construction Phase</u>	<u>April 2022 – October 2022</u>

**PAGE 3**

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

<u>Each occurrence:</u>	<u>\$1,000,000</u>
<u>General aggregate:</u>	<u>\$2,000,000</u>

...

<u>Hired and Non-owned autos only</u>	<u>\$1,000,000</u>
---------------------------------------	--------------------

...

Statutory Limits

...

<u>Per claim:</u>	<u>\$2,000,000</u>
<u>Aggregate:</u>	<u>\$2,000,000</u>

...

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and as described above in Article 1 and may include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

...

**§ 3.1.2** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.2 Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

~~§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.~~

~~§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.~~

~~§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.~~

### **§ 3.3 Finalize Construction Documents Phase Services**

~~§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare Legacy Grant Approved Application Submission provided by the Owner, the Architect shall finalize for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.~~

### **PAGE 4**

~~§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.~~

~~§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction. in Basic Services, additional Bidding Phases for rebidding the project are Additional Services.~~

...

~~§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, A104™-2017 Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

### **PAGE 5**

## **ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES**

~~§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant-related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*~~

## **ARTICLE 4 ADDITIONAL SERVICES**

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service. This may include rebidding of the project or exhaustive analysis of a bid response.

§ 4.2.2 The Architect has included in Basic Services Six ( 6 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

PAGE 6

§ 4.2.4 If the services covered by this Agreement have not been completed within Nine ( 9 ) months of the date of this Agreement, ~~Agreement or as modified in the Agreement Between Owner and Contractor,~~ through no fault of the Architect, extension of the Architect's services beyond that time ~~shall~~ may be compensated as Additional Services.

PAGE 7

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, ~~if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service-estimate.~~

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work ~~shall~~ may be adjusted to reflect changes in the general level of prices in the applicable construction market.

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents or scope of the project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; ~~otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.11.3.~~

PAGE 8

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the ~~Project,~~ Project provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

...

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

#### PAGE 9

[ X ] Litigation in a court of competent jurisdiction

[    ] Other: *(Specify)*

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### PAGE 10

See Licensing Fee below.



If owner wishes to continue using Architect's Instruments of Service after Termination, the Owner must approve use with Architect and pay a Licensing Fee that will be determined based on 5% of the Construction Cost of the project.

.1 — Stipulated Sum  
— (Insert amount)

.2 — Percentage Basis  
— (Insert percentage value)

— ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

Bill Hourly with Not-to-Exceed Fee:

Sixteen Thousand and Five Hundred Dollars (\$16,500.00) (Fee includes reimbursable expense)

**§ 11.2** For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Agreed amount based on proposal from Architect.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( — %), or as follows:

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	percent — (	%)
Construction Documents	percent — (	%)
Phase		
Construction Phase	percent — (	%)
Total Basic Compensation	one hundred percent — (	100 %)

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

~~§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

...

2022 Fee Schedule with Hourly Billing Rates is attached. See Exhibit B

**Employee or Category**

**Rate**

...

~~§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services included in Basic and Additional Services, and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:~~

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project related expenditures.~~

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred.~~

...

#### **§ 11.9.1 Initial Payment**

An initial payment of (\$ —) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 60 ( Sixty ) days after the invoice or for the final invoice, 60 days after the final Legacy Grant Submission date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

12 % Twelve percent per year.

**PAGE 12**

## ARTICLE 12 — SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

...

~~.2 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~— (Insert the date of the E203 2013 incorporated into this agreement.)~~

—

...

Exhibit A: Minnesota Historical Society Legacy Grant Agreement No. 2107-26116

~~.4 — Other documents:~~

~~— (List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

Exhibit B: MacDonald & Mack Fee Schedule

...

\_\_\_\_\_  
Todd Grover, Principal



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Karen Cooke, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:20:34 ET on 02/03/2022 under Order No. 9779557388 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



*(Signed)*

Office Manager

*(Title)*

2/3/2022

*(Dated)*

# CLAIMS REPORT

Check Range: 2/03/2022- 2/03/2022

UP CK # 62346-62403

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
GENERAL ADMINISTRATION					
101-41320-201	INNOVATIVE OFFICE SOLUTIONS LL	ADMIN-TABS/RUBBERBANDS	14.09	62364	2/03/22
101-41320-202	ISAIAH TUCKETT	ADMIN-FOLD/STUFF ENV 2/22	175.00	62398	2/03/22
101-41320-321	FRONTIER COMMUNICATIONS	CTY HALL-FIRE ALARM 2/17/22	55.49	62362	2/03/22
101-41320-404	PITNEY BOWES	ADMIN-DEC-FEB'22 MTR LEASE	282.30	62386	2/03/22
4132 ADMINISTRATION TOTAL			526.88		
CITY ATTORNEY					
101-41610-304	SWENSON NELSON & STULZ PLLC	CTY ATT-LEGAL FEES 2/22	2,000.00	62396	2/03/22
4161 CITY ATTORNEY TOTAL			2,000.00		
PLANNING AND ZONING					
101-41910-409	LQP COUNTY RECORDER	CTY HALL-PICTOMETRY IMAGERY	1,074.50	62370	2/03/22
4191 PLANNING AND ZONING TOTAL			1,074.50		
CITY HALL					
101-41940-310	NICOLE MARIE SIEDSCHLAG	CTY HALL-CLEANING 1/22	1,000.00	62392	2/03/22
101-41940-380	CITY OF MADISON	CTY HALL-UTIL 1/22	616.77	62356	2/03/22
101-41940-404	AMERICAN WELDING & GAS	FIRE EXTINGUISHERS	62.00	62347	2/03/22
101-41940-404	MARSHALL NORTHWEST PIPE F	CITY HALL-FAUCET IN BASEMENT	9.12	62374	2/03/22
4194 CITY HALL TOTAL			1,687.89		
POLICE DEPARTMENT					
101-42100-409	PARAMOUNT PLANNING GROUP,LLC	PUB SAFETY-EMERG PRO 1/22	400.00	62385	2/03/22
4210 POLICE DEPARTMENT TOTAL			400.00		
FIRE DEPARTMENT					
101-42200-380	CITY OF MADISON	FIRE HALL-UTIL 1/22	917.63	62356	2/03/22
101-42200-404	AMERICAN WELDING & GAS	FIRE EXTINGUISHERS	354.86	62347	2/03/22
4220 FIRE DEPARTMENT TOTAL			1,272.49		
STREET MAINTENANCE					
101-43100-219	BORDER STATES ELECTRIC SU	STR-PARTS	183.19	62351	2/03/22
101-43100-219	MACQUEEN EQUIP. INC.	STR-SPROCKET DRIVE/KEY	30.66	62371	2/03/22
101-43100-221	MIDWEST MACHINERY CO	STR-ELEC CONN/SLAMP	262.09	62376	2/03/22
101-43100-221	ZIEGLER INC.	STR-FITTING	35.90	62403	2/03/22
101-43100-240	FASTENAL COMPANY	STR-ANGLE GRINDER	218.90	62361	2/03/22
101-43100-380	CITY OF MADISON	PUBLIC WORKS-UTIL 1/22	427.06	62356	2/03/22
101-43100-381	CITY OF MADISON	STR LIGHTING-UTIL 1/22	2,089.48	62356	2/03/22
101-43100-404	AMERICAN WELDING & GAS	STR-FIRE EXTINGUISHERS	331.41	62347	2/03/22
4310 STREET MAINTENANCE TOTAL			3,578.69		
SWIMMING POOLS					
101-45124-380	CITY OF MADISON	POOL/SHELTER-UTIL 1/22	126.72	62356	2/03/22
101-45124-380	MN ENERGY RESOURCES	POOL-NAT GAS 1/22	50.00	62379	2/03/22
101-45124-404	AMERICAN WELDING & GAS	POOL-FIRE EXTINGUISHERS	8.00	62347	2/03/22

# CLAIMS REPORT

Check Range: 2/03/2022- 2/03/2022

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
101-45124-437	MN DEPT OF PUBLIC SAFETY	POOL-HAZZ MAT/CHEM INV FEE	100.00	62377	2/03/22
		4512 SWIMMING POOLS TOTAL	284.72		
101-45127-380	SKATING RINK CITY OF MADISON	SK RINK-UTIL 1/22	611.17	62356	2/03/22
		4512 SKATING RINK TOTAL	611.17		
101-45180-380	PRAIRIE ARTS CENTER CITY OF MADISON	PR ARTS-UTIL 1/22	188.77	62356	2/03/22
101-45180-404	AMERICAN WELDING & GAS	PR ARTS-FIRE EXTINGUISHERS	71.95	62347	2/03/22
		4518 PRAIRIE ARTS CENTER TOTAL	260.72		
101-45200-380	PARKS AND RECREATION CITY OF MADISON	REC FIELD-UTIL 1/22	885.03	62356	2/03/22
101-45200-406	MID-AMERICAN RESEARCH CHEMICAL	PARKS-WEED CONTROL	394.26	62375	2/03/22
		4520 PARKS AND RECREATION TOTAL	1,279.29		
101-45500-310	LIBRARY LYNDON WORDEN	LIB-CLEAN CK 1/22	785.00	62402	2/03/22
101-45500-380	CITY OF MADISON	LIB-UTIL 1/22	287.99	62356	2/03/22
101-45500-380	MN ENERGY RESOURCES	LIB-NAT GAS 1/22	462.29	62379	2/03/22
101-45500-404	AMERICAN WELDING & GAS	LIB-FIRE EXTINGUISHERS	32.00	62347	2/03/22
		4550 LIBRARY TOTAL	1,567.28		
101-49250-380	UNALLOCATED EXPENDITURES CITY OF MADISON	UNAPPR STRM SEW-UTIL 1/22	138.47	62356	2/03/22
		4925 UNALLOCATED EXPENDITURES TOTAL	138.47		
		101 GENERAL TOTAL	14,682.10		
201-44100-180	AMBULANCE SCOTT SCHAKE	AMB-MILEAGE REIMB-CONF DULUTH	317.07	62390	2/03/22
201-44100-180	DAN SPLONSKOWSKI	AMB-MILEAGE REIM-CONF/DULUTH	317.07	62393	2/03/22
201-44100-210	MADISON AMBULANCE SERVICE	AMB-LAPTOP	796.06	62372	2/03/22
201-44100-217	BOUND TREE MEDICAL LLC	AMB-SUPPLIES	663.52	62352	2/03/22
201-44100-332	DAN SPLONSKOWSKI	AMB-MEAL REIM-CONF/DULUTH	55.00	62393	2/03/22
201-44100-380	CITY OF MADISON	AMB GARAGE-UTIL 1/22	145.48	62356	2/03/22
201-44100-380	MN ENERGY RESOURCES	AMB-NAT GAS 1/22	375.44	62379	2/03/22
201-44100-404	AMERICAN WELDING & GAS	AMB-FIRE EXTINGUISHERS	26.00	62347	2/03/22
		4410 AMBULANCE TOTAL	2,695.64		
		201 AMBULANCE TOTAL	2,695.64		

# CLAIMS REPORT

Check Range: 2/03/2022- 2/03/2022

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
	EDA				
	ECONOMIC DEVELOPMENT				
211-46500-409	UPPER MN VALLEY RDC	EDA-FEDERAL GRANT APPLICATION	10,000.00	62399	2/03/22
211-46500-409	SUSAN VOLK	EDA-2021 CONTRACT	570.00	62400	2/03/22
			-----		
		4650 ECONOMIC DEVELOPMENT TOTAL	10,570.00		
			-----		
		211 EDA TOTAL	10,570.00		
			-----		
	WATER				
	WATER PRODUCTION				
601-49400-193	DEAN BROIN	WT-SAFETY COATS	122.46	62353	2/03/22
601-49400-380	CITY OF MADISON	WT TREATMENT PLANT-UTIL 1/22	1,889.24	62356	2/03/22
601-49400-404	AMERICAN WELDING & GAS	WT-FIRE EXTINGUISHERS	26.00	62347	2/03/22
601-49400-404	HAWKINS INC.	WT-KOPKIT	169.08	62363	2/03/22
601-49400-404	LANE'S ELECTRIC LLC	WT-MOTOR RESET	75.00	62369	2/03/22
601-49400-409	MVTL LABORATORIES INC	WT-REGULAR TESTING	38.60	62382	2/03/22
601-49400-437	MN DEPT OF PUBLIC SAFETY	WT-HAZZ MAT/CHEM INV FEE	100.00	62377	2/03/22
601-49400-437	MN DNR WATERS	WT-WATER PERMIT #1984-4175	699.77	62378	2/03/22
			-----		
		4940 WATER PRODUCTION TOTAL	3,120.15		
			-----		
	DISTRIBUTION				
601-49430-227	CORE & MAIN LP	WT-MUD PLUGS	92.64	62359	2/03/22
601-49430-380	CITY OF MADISON	WT TOWER-UTIL 1/22	125.94	62356	2/03/22
			-----		
		4943 DISTRIBUTION TOTAL	218.58		
			-----		
		601 WATER TOTAL	3,338.73		
			-----		
	SEWER				
	SEWER TREATMENT				
602-49450-193	DEAN BROIN	SEW-SAFETY COATS	122.47	62353	2/03/22
602-49450-380	CITY OF MADISON	SEWER PLANT-UTIL 1/22	229.30	62356	2/03/22
602-49450-404	AMERICAN WELDING & GAS	SEW-FIRE EXTINGUISHERS	88.45	62347	2/03/22
602-49450-409	MVTL LABORATORIES INC	SEW-REGULAR TESTING	266.20	62382	2/03/22
602-49450-437	MN DEPT OF PUBLIC SAFETY	SEW-HAZZ MATERIAL/CHEM INV FEE	100.00	62377	2/03/22
			-----		
		4945 SEWER TREATMENT TOTAL	806.42		
			-----		
	SEWER COLLECTION				
602-49460-380	CITY OF MADISON	9TH STR LIFT-UTIL 1/22	65.25	62356	2/03/22
			-----		
		4946 SEWER COLLECTION TOTAL	65.25		
			-----		
	ADMINISTRATION AND GENERA				
602-49470-331	MN RURAL WATER ASSOCIATIO	SEW-WASTEWATER CONFERENCE	150.00	62381	2/03/22
			-----		
		4947 ADMINISTRATION AND GENERA TOTAL	150.00		

# CLAIMS REPORT

Check Range: 2/03/2022- 2/03/2022

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
		602 SEWER TOTAL	1,021.67		
	SANITATION				
	SANITATION				
603-49500-384	OLSON SANITATION INC.	SANIT-TIPPING FEE 1/22	5,559.00	62384	2/03/22
603-49500-409	OLSON SANITATION INC.	SANIT-HAULING FEE 1/22	9,817.44	62384	2/03/22
		4950 SANITATION TOTAL	15,376.44		
		603 SANITATION TOTAL	15,376.44		
	ELECTRIC UTILITY				
	DEPOSITS PAYABLE				
604-22000	HARLOWE BEYER	UTIL DEPOSIT REF-H BEYER	150.00	62350	2/03/22
604-22000	CITY OF MADISON	UTIL DEP INT REF-QUICKEN LOANS	107.26	62356	2/03/22
604-22000	CITY OF MADISON	UTIL DEP/INT REF-S ADAMS	200.00	62357	2/03/22
604-22000	BOB DEKLE	UTIL DEPOSIT REFUND-B DEKLE	100.00	62360	2/03/22
604-22000	NYSSA JIMENEZ	UTIL DEPOSIT REFUND-N JIMENEZ	100.00	62365	2/03/22
604-22000	KORBIN KELLS	UTIL DEPOSIT REFUND-K KELLS	100.00	62367	2/03/22
604-22000	NORMA KNOPP	UTIL DEPOSIT REFUND-N KNOPP	100.00	62368	2/03/22
604-22000	LINDA NASH	UTIL DEPOSIT REFUND-L NASH	150.00	62383	2/03/22
604-22000	QUICKEN LOANS	UTIL DEPOSIT REF-QUICKEN LOANS	42.74	62387	2/03/22
604-22000	SAFE AVENUES	UTIL DEPOSIT REFUND-SAFE AVE	150.00	62389	2/03/22
604-22000	RYAN SCHICKER	UTIL DEPOSIT REFUND-R SCHICKER	100.00	62391	2/03/22
604-22000	SHARLENE SVOBODA	UTIL DEP/INT REFUND-S SVOBODA	150.00	62395	2/03/22
604-22000	MARY WOODRICH	UTIL DEPOSIT REFUND-M WOODRICH	100.00	62401	2/03/22
		2200 DEPOSITS PAYABLE TOTAL	1,550.00		
	ELECTRICAL DISTRIBUTION				
604-49570-180	MN MUNICIPAL UTIL. ASSN.	ELEC-MTR SCHOOL-C MORTENSON	580.00	62380	2/03/22
604-49570-193	STUART C IRBY CO	ELEC-GLOVE/SLEEVE TESTING	70.10	62394	2/03/22
604-49570-380	CITY OF MADISON	PUBLIC WORKS-UTIL 1/22	235.26	62356	2/03/22
604-49570-404	ALTEC INDUSTRIES INC	ELEC-INSPECTION/FILTER/TEST	2,819.32	62346	2/03/22
604-49570-404	AMERICAN WELDING & GAS	ELEC-FIRE EXTINGUISHERS	68.95	62347	2/03/22
		4957 ELECTRICAL DISTRIBUTION TOTAL	3,773.63		
	ADMINISTRATION AND GENERA				
604-49590-602	HARLOWE BEYER	UTIL INT REF-H BEYER	.10	62350	2/03/22
604-49590-602	CITY OF MADISON	UTIL DEP/INT REF-POTTRATZ/ADAM	1.46	62357	2/03/22
604-49590-602	BOB DEKLE	UTIL INTEREST REFUND-B DEKLE	6.40	62360	2/03/22
604-49590-602	NYSSA JIMENEZ	UTIL INTEREST REFUND-N JIMENEZ	5.39	62365	2/03/22
604-49590-602	KORBIN KELLS	UTIL INTEREST REFUND-K KELLS	.12	62367	2/03/22
604-49590-602	NORMA KNOPP	UTIL INTEREST REFUND-N KNOPP	7.00	62368	2/03/22
604-49590-602	LINDA NASH	UTIL INTEREST REFUND-L NASH	12.46	62383	2/03/22
604-49590-602	QUICKEN LOANS	UTIL INTEREST REF-QUICKEN LOAN	.12	62387	2/03/22
604-49590-602	SAFE AVENUES	UTIL INTEREST REFUND-SAFE AVEN	7.89	62389	2/03/22
604-49590-602	RYAN SCHICKER	UTIL INTERST REFUND-R SCHICKER	5.89	62391	2/03/22
604-49590-602	SHARLENE SVOBODA	UTIL DEP/INT REFUND-S SVOBODA	10.36	62395	2/03/22
604-49590-602	MARY WOODRICH	UTIL INTEREST REFUND-M WOODRIC	4.77	62401	2/03/22

# CLAIMS REPORT

Check Range: 2/03/2022- 2/03/2022

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
		4959 ADMINISTRATION AND GENERA TOTAL	61.96		
		604 ELECTRIC UTILITY TOTAL	5,385.59		
605-49600-380	STORM SEWER STORM SEWER CITY OF MADISON	HWY 40 DET POND-UTIL 1/22	18.00	62356	2/03/22
		4960 STORM SEWER TOTAL	18.00		
		605 STORM SEWER TOTAL	18.00		
	LIQUOR				
	OFF-SALE LIQUOR				
609-49750-251	BELLBOY CORPORATION	LIQ-LIQUOR EXPENSE	4,719.89	62348	2/03/22
609-49750-251	BEVERAGE WHOLESALERS	LIQ-LIQUOR EXPENSE	3,871.56	62349	2/03/22
609-49750-251	COCA-COLA BOTTLING	LIQ-POP EXPENSE	145.50	62358	2/03/22
609-49750-251	JOHNSON BROS-ST.PAUL	LIQ-LIQUOR EXPENSE	1,274.25	62366	2/03/22
609-49750-251	MADISON BOTTLING CO.	LIQ-BEER EXPENSE	5,451.35	62373	2/03/22
609-49750-251	REMINGTON RIDGE VINEYARD	LIQ-WINE	290.00	62388	2/03/22
609-49750-258	JOHNSON BROS-ST.PAUL	LIQ-FREIGHT EXPENSE	29.84	62366	2/03/22
609-49750-380	CITY OF MADISON	LIQ-UTIL 1/22	347.06	62356	2/03/22
609-49750-401	GREG THOLE ELECTRIC, INC	LIQ-LED FOR WALK IN COOLER	205.98	62397	2/03/22
609-49750-404	AMERICAN WELDING & GAS	LIQ-FIRE EXTINGUISHERS	20.00	62347	2/03/22
		4975 OFF-SALE LIQUOR TOTAL	16,355.43		
		609 LIQUOR TOTAL	16,355.43		
		Accounts Payable Total	69,443.60		

**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
101	GENERAL	14,682.10
201	AMBULANCE	2,695.64
211	EDA	10,570.00
601	WATER	3,338.73
602	SEWER	1,021.67
603	SANITATION	15,376.44
604	ELECTRIC UTILITY	5,385.59
605	STORM SEWER	18.00
609	LIQUOR	16,355.43
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	TOTAL FUNDS	69,443.60

## Debit Card Purchases for Council Approval

Purchase Date	Vendor	Description	Amount	Acct #	Debit Card Holder
1/10/2022	KirbyBuilt	PARKS-Mem Benches Lien & Olson	\$2,310.75	101-41940-219	Cheri Tuckett
1/10/2022	UPS	ELEC-Postage for meter to Itron	\$31.96	604-49590-201	Dave Johnson
1/12/2022	Amazon	STR-Bach up bulb/05 Intern'l dump truck	\$44.99	101-43100-221	Todd Erp
1/19/2022	Post Master	WTR-Iphone car charger	\$8.15	601-49440-201	Dean Broin
1/19/2022	Post Master	WWTP-Iphone car charger	\$8.15	602-49470-201	Dean Broin
1/25/2022	Post Master	ELEC-Safety Gloves Check	\$32.10	604-49570-193	Dave Johnson
1/21/2022	Amazon	ADMIN-Toner VH Printer	\$375.67	101-41320-201	Val Halvorson
1/26/2022	Amazon	ADMIN-Calculator-CT	\$92.76	101-41320-201	Cheri Tuckett
1/27/2022	Amazon	STR-Garage Door Switch-Shop door	\$16.00	101-43100-401	Todd Erp
1/27/2022	Amazon	STR-Garage Door Remote	\$24.95	101-43100-401	Todd Erp
1/31/2022	Walmart	Wellness-H2O Go Water Bottles	\$250.57	101-41320-194	Val Halvorson
2/2/2022	MN Pollution Control Agency	WWTP-Sewer Treatment Training/RF	\$58.95	602-49450-180	Dean Broin
2/3/2022	Amazon	STR-Door Opener	\$24.95	101-43100-215	Todd Erp
2/3/2022	Amazon	STR-Door Opener	\$47.90	101-43100-215	Todd Erp
2/7/2022	Walmart	Wellness-H2O Go Water Bottles	\$253.14	101-41320-194	Val Halvorson
2/8/2022	Pitney Bows	Admin-Mail Meter Ink	\$96.88	101-41320-201	Cheri Tuckett
2/9/2022	National Registry of Emergency	AMB-EMT Recertification Fee/MC	\$25.00	201-44100-180	Scott Schake
2/9/2022	National Registry of Emergency	AMB-EMT Recertification Fee/HK	\$25.00	201-44100-180	Scott Schake
2/1/2022	J&M Diamond Tool, Inc	SkateRink-Sharpener	\$72.85	101-45127-210	Todd Erp