

CITY OF MADISON
AGENDA AND NOTICE OF MEETING
Regular Meeting of the City Council – **12:00 Noon**
Wednesday December 28, 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 December 12, 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. Madison Ambulance Minutes– December 13, 2022 - receive

Page 5

B. LMCIT Dividend – receive

Page 7

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

6. UNFINISHED AND NEW BUSINESS

Page 10

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

Page 11

B. Approve Emergency Transport Agreement. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 13

C. Approve Law Enforcement Agreement – LqP County Sheriff. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 19

D. Approve Independent Contract – Dan Tuckett. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 21

E. Approve Cooperative Construction Agreement – MNDOT. A DISCUSSION and MOTION may be in order. (Manager, Council)

- F. Resolution 22-58 Budget Transfers. A DISCUSSION and MOTION may be in order. (Manager, Council)

7. MANAGER REPORT (Manager)

- Ambassador Program

Page 33

8. MAYOR/COUNCIL REPORTS (Mayor/Council)

9. AUDITING CLAIM

Page 41

A copy of the Schedule Payment Report of bills submitted December 12, 2022 through December 28, 2022 is attached for approval for Check No. 63865 through Check No. 63876 and debit card purchases. A MOTION is in order.

10. ADJOURNMENT

**CITY OF MADISON
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL
REGULAR MEETING
DECEMBER 12, 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, December 12, at 5:00 p.m. in Council Chambers at City Hall. Councilmembers present were: Mayor Greg Thole, Tim Volk, Paul Zahrbock, and Maynard Meyer. Also present was: City Manager Val Halvorson, City Attorney Rick Stulz, and City Clerk Christine Enderson. Councilmember absent was Adam Conroy.

AGENDA

Upon motion by Zahrbock, seconded by Meyer and carried, the agenda was approved as amended. The additions include Resolution 22-57 for ordering improvement and preparation of plans for the 2023 Infrastructure Improvements and a request for purchase from the Water Department. All agenda items are hereby placed on the table for discussion.

MINUTES

Upon motion by Volk, seconded by Zahrbock and carried, the November 28, 2022, regular meeting minutes were approved as presented.

PUBLIC PETITIONS, REQUESTS, HEARINGS AND COMMUNICATIONS

None

CONSENT AGENDA

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

CITY COUNCIL CHECKLIST

Council reviewed the City Council Checklist.

2023 UTILITY IMPROVEMENTS

Mayor Greg Thole opened the public hearing at 5:14 p.m. in regard to the 2023 Infrastructure Improvements to the northwest portion of the city. City Engineer Kent Louwagie and Terry Draper representing Zieglers, LLC were present for the hearing. City Engineer Kent Louwagie presented the need for the project, project area, existing conditions, proposed improvements, funding sources, estimated costs, assessments and the schedule for the project. After further discussion, Mayor Greg Thole closed the public hearing at 5:36 p.m.

Upon motion by Meyer, seconded by Volk and carried, **RESOLUTION 22-57** titled “Resolution Ordering Improvement and Preparation of Plans” was adopted. This resolution will allow for the improvements ordered as proposed and Bolton & Menk, Inc. shall prepare plans and specifications for the making of such improvements. A complete copy of Resolution 22-57 is contained in City Clerk’s Book #10.

LAWFUL GAMBLING PREMISE PERMIT – THE STICKS BAR AND GRILL

Upon motion by Zahrbock, seconded by Volk and carried, Council approved the Dawson Fire Department to apply for a Minnesota Lawful Gambling Premises Permit to be located at The Sticks Bar and Grill. The gambling activities being applied for are paper and electronic pull tabs.

PUBLIC WORKS PURCHASE – PLOW TRUCK AND PUMP

Upon motion by Volk, seconded by Meyer and carried, Council approved the purchase of a 2006 Sterling Plow Truck in the amount of \$42,900. A plow truck has been on the capital improvement plan the last two years for purchase in 2022.

Upon motion by Zahrbock, seconded by Volk and carried, Council approved the ordering and purchase of a new pump for the oxidation ditch at the waste water treatment facility in the amount of \$15,401. Water and Waste Water Supervisor Dean Broin informed Council that there are four oxidation ditch pumps at the waste water plant, with one pump currently a loaner. He would like an extra pump on hand for these situations when one pump goes down.

Water and Waste Water Supervisor Broin also provided Council with an update on the filters at the water treatment plant.

SALE OF PROPERTY – STATE OF MN

Upon motion by Meyer, seconded by Zahrbock and carried, Council approved the sale of property to the State of Minnesota that consists of 45 square feet of the southeast corner at the intersection of 1st Street and 7th Avenue. The area was purchased for the use of highway purposes.

WATER & SEWER EDU'S 2023

Upon motion by Volk, seconded by Meyer and carried, **RESOLUTION 22-48** titled "Resolution Establishing Water & Sewer Equivalent Dwelling Unit Billing Schedule for 2023" was adopted. This resolution provides for the 2023 commercial billing schedule based on 2021 consumption as prescribed by Ordinance. A complete copy of Resolution 22-48 is contained in City Clerk's Book #10.

CELL PHONE ALLOWANCE POLICY

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 22-49** titled "Resolution Establishing a Cellular Phone Allowance Policy for City Employees" was adopted. This resolution would allow for an increase in allowance to \$40 per month. The last resolution was passed in 2016. A complete copy of Resolution 22-49 is contained in City Clerk's Book #10.

SANITATION RATE INCREASES

Upon motion by Zahrbock, seconded by Meyer and carried, **RESOLUTION 22-50** titled "Resolution Amending Sanitation Rates" was adopted. The rate increase will be effective the billing cycle ending February 15, 2023. A complete copy of Resolution 22-50 is contained in City Clerk's Book #10.

WATER/SEWER/STORM SEWER RATE INCREASES

Upon motion by Volk, seconded by Zahrbock and carried, **RESOLUTION 22-51** titled "Resolution Amending the Water, Sewer, and Storm Rates" was adopted. The rate increase will be effective the billing cycle ending February 15, 2023. A complete copy of Resolution 22-51 is contained in City Clerk's Book #10.

ELECTRIC RATE INCREASES

Upon motion by Zahrbock, seconded by Thole and carried, **RESOLUTION 22-52** titled "Resolution Amending Electric Utility Service Rates" was adopted. The rate increase will be effective the billing cycle ending February 15, 2023. A complete copy of Resolution 22-52 is contained in City Clerk's Book #10.

GROUP HEALTH INSURANCE

Upon motion by Volk, seconded by Meyer and carried, Council approved the cancellation of health insurance through Preferred One and adopted **RESOLUTION 22-53** titled “Resolution Establishing Group Health Insurance City Benefits Contribution for the Year 2023”. This resolution would provide for the City of Madison to contribute 80% towards the family coverage premium and 100% towards the single coverage premium based on Blue Cross Blue Shield 2023 Small Group Product Blue Access HAS Silver Plan 632 \$3250/\$6500 with 30% coinsurance effective January 1, 2023 and continuing. This benefit is available to full-time employees, with the rate established at fifty percent for qualified part-time employees. An HSA contribution of \$200 per month will be made to full-time employees in the city’s group health plan and \$100 per month for qualified part-time employees. Employees who opt out of the city’s group health plan will be eligible to receive \$655.40 per month to be used for supplemental insurance options. A complete copy of Resolution 22-21 is contained in City Clerk’s Book #10.

2022 GENERAL FUND BUDGET & PUBLIC HEARING

Mayor Greg Thole opened the public hearing in regard to the 2023 General Fund Budget and final tax levy at 6:00 p.m. No one from the public was in attendance. City Manager Halvorson presented Council with a final draft of General Fund and Non-General Fund budgets for 2023 along with summary reviews and comparisons from 2022. Mayor Greg Thole closed the hearing at 6:06 p.m.

Upon motion by Zahrbock, seconded by Meyer and carried, **RESOLUTION 22-54** titled “Resolution Establishing the General Fund 2023 Budget” was adopted. A complete copy of Resolution 22-54 is contained in City Clerk’s Book #10.

2023 NON-GENERAL FUND BUDGET

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 22-55** titled “Resolution Adopting the 2023 Budgets (Exclusive of the General Fund)” was adopted. A complete copy of Resolution 22-55 is contained in City Clerk’s Book #10.

TAX LEVY 2022 COLLECTIBLE 2023

Upon motion by Zahrbock, seconded by Meyer and carried, **RESOLUTION 22-56** titled “Resolution Adopting Tax Levy 2022 Collectible 2023” was adopted. This resolution would provide for a final tax levy totaling \$714,900.00. A complete copy of Resolution 22-56 is contained in City Clerk’s Book #10.

CITY MANAGER’S REPORT

FEMA Claim: The FEMA claim request is around \$150,000. The claim will be reviewed and could change on interpretations and final review.

League of MN Cities: \$121,000 will be disbursed for storm claims. When they have a contract for the lights, they will disburse the \$194,500 for the Memorial Field lights.

Christmas Party: The staff and retiree Christmas party has been rescheduled to Tuesday, 12/20, due to the winter storm.

USDA Grants: City Manager Val Halvorson received a letter of intent from USDA regarding the library roof and the wait for an updated pumper truck quote to update the application.

December Council Meeting: The second council meeting in December will be held at noon on Wednesday, December 28th.

MAYOR/COUNCIL REPORTS

Chamber Events: The baking contest was moved to Tuesday 12/20. There has been high attendance at Santa Land.

LqP Players: Christmas at The Mercantile this weekend.

DISBURSEMENTS

Upon motion by Volk, seconded by Meyer and carried, Council approved disbursements for bills submitted between November 29 and December 12, 2022. These disbursements include United Prairie Check Nos. 63777-63833. Debit card and ACH purchases made between November 29 and December 12, 2022, were also approved as listed within the Claims Report.

CLOSED SESSION – CITY MANAGER REVIEW

Mayor Thole temporarily adjourned the regular meeting to Closed Session at 6:15 p.m. for City Manager review. Regular meeting was reopened at 6:44 p.m. upon completion of review.

There being no further business, upon motion by Volk, seconded by Meyer and carried, meeting adjourned at 6:45 pm.

Greg Thole - Mayor

ATTEST:

Christine Enderson – City Clerk

Madison Ambulance Service

December 13th, 2022

Call to Order: 7pm

Attendance: completed

Minutes of Last Meeting: approved as read

Treasurer Report: n/a

Training Officers Report: 44 Plan Jan 24th; Brittany is calling Ridgewater to check on CPR cards, they were back logged. In regards to Training please private message Brittany and not the group to avoid the messaged getting lost in the group text.

Run Review: no discussion

Old Business:

- Grant/Stair Chair-estimated February
 - Money earmarked: Bingo 2021 \$3,000, VFW Bingo 2022 \$735, Isfelds \$1000, and VFW Steak Fry 2022 \$575
- Run Reports/ICRs – on canceled calls we still Need Narrative, make sure to be double checking DOBs
- New Emt's – no updates
- ID Cards – tabled, Brittany checking
- Steak Fry Donation - \$575 donation earmarked to Stair chair Kelly motion/Nicole 2nd
- Basket Bingo – Final report will be available at January meeting
- Elections of Officers – City approved
- Payroll – processed, PERA payment sent in to individual accounts

New Business:

- EMSRB Inspection Report –
 - Medical director annual assessment needs to be signed yearly
 - Drug variance needs to be signed yearly by medical director
 - Maintenance issues – Brittany resolved
 - Secured items in rigs – no loose items – need to correct (tonight!)
 - Operations procedures – paperwork submitted
 - Syringe & drug variations – Brittany to complete
 - Holly made note of the above items that they are fairly common issues she sees with many squads – just know now the expectations.
 - Written Schedule 24/7: EMSRB is requiring to go to a 24/7 written schedule, they are willing to work with us, at least 2 persons should be on written call schedule 24/7/365. We could put all of us on (“all call”) but is that the best interest for the service. The MN Attorney General recommendation is that it is a two person

written schedule. There are benefits to having only 2 and not all call. It is those two that must respond. If we go to all call – who then is responsible for the call not being answered, how is that protecting the community. Question was asked on response time; Holly referred to rule 4690 that your primary service area be within 25 min/30 miles, and it comes down to what is responsible, the EMSRB cannot regulate specific response time. The state has allowed calls to go out with one EMR and one EMT, it is also possible that we can do a civilian driver that is authorized within our service (includes medical director approval) to respond with EMT. Ann Jenson (also on call) did mention there are two additional services in her SWEMS area that are on “all call” currently with us being the 3rd. Holly will continue to work with us to set a plan, and as long as we are engaged in working on it.

- Complaint reporting system needs to be created for any/all complaints in regards to billing, patient complaints, squad complaints, EMT complaints, etc
 - Drug Procurement & Storage policy needs to be created/updated
 - Operations on vehicles need to be established
-
- On-Call – Kristin will work on putting together a survey for our squad (for on call and bi-law items) regarding 24/7 call and scheduling, will need to also take into consideration how we will budget paying for 24/7 call.
 - Annual Review of Policies and Mid-Year Performance – proposing to do this with each individual member, will consider to update within Bi-laws
 - BI-Laws – Committee created of Kristin, Nicole and Dan (so far) to review & update
 - Christmas Party – Dan & Brittany committee to plan
 - Christmas & New Year’s Coverage – pass around schedule and sign up
 - 2023 ICR’s – Numbers will start over at “23000001”
 - SWEMS Managers Meeting – Held December 7th, Scott attended. They went through retention & recruitment, making ads for recruiting, upcoming legislature to possibly get some money out of gas tax, Medicare payments/requirements being updated, trying to increase reimbursement for classes, Narcan update, possible exercise at hospital in spring for all ambulances in SWEMS.
 - Pagers – any issues, please say something. (Sandy needs one.)
 - Hall Duties – Updated responsibilities, if it is your month for hall cleaning your group needs to work together to stop and shovel snow.
 - New Hot spot for 400-see screen for user & password
 - Clear out 400 for any loose items – completed by Kelly & Paul

Motion to Adjourn: Motion by Nate 8:07pm, 2nd by Jeremy

Rig Inspection/Hall Duties:

Next Meeting: January 10th, 2023 @ 6:30 pm



December 14, 2022

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

RE: LMCIT Property and Casualty Dividend Announcement

Dear Val and City Council,

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

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

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

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

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

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

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

Cordially,



Ryan Young, Agent

222 6th Ave
Madison, MN 56256

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

DIVIDEND ANNOUNCEMENT

DECEMBER 5, 2022

Dear Agent,

The League of Minnesota Cities Insurance Trust is returning \$10 million to members of the Trust's property/casualty program. Since 1987, the property/casualty program has returned a total of \$315 million in dividends, and the workers' compensation program has returned an additional \$38 million.

Enclosed is an information sheet showing the data used to calculate your client's dividend, and their dividend history. **Dividend checks will be mailed December 7 directly to your client's administrator, manager, or clerk, along with an explanatory memo and your client's information sheet.**

Why is a dividend being returned?

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

What is the dividend formula?

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

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

In short, no. Yearly fluctuation in dividend returns is to be expected, and members should not include dividend returns in their yearly budget projections.

Thank you for your continued work on behalf of Minnesota cities and your confidence in the Trust. We are honored to partner with you to serve our cities. Feel free to contact Sarah Fredericks, Program Assistant, at sfredericks@lmc.org or (651) 281-1228 if you have any questions.

The League of Minnesota Cities Insurance Trust Board of Trustees

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

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

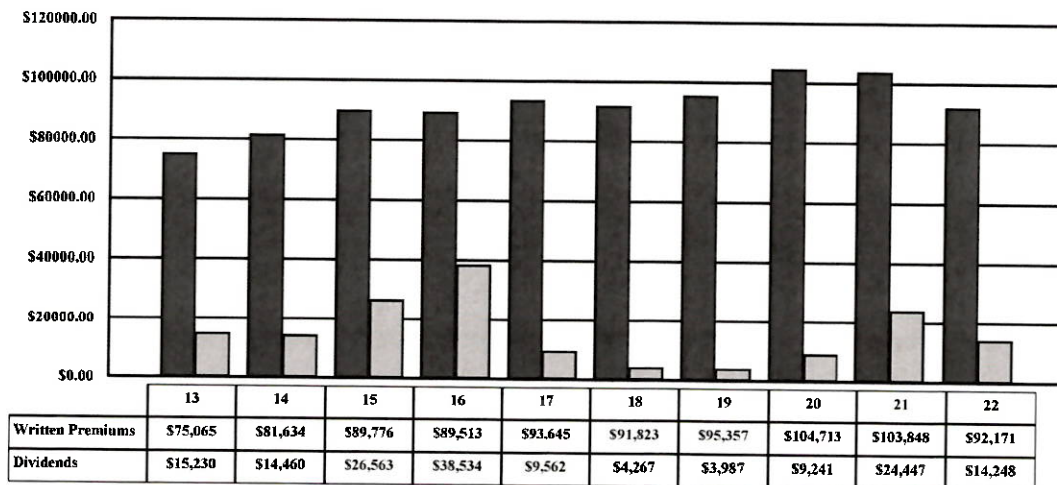
**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
PROPERTY/CASUALTY
2022 DIVIDEND CALCULATION
AT MAY 31, 2022**

Klein Insurance
Po Box 164
Madison MN 562560164

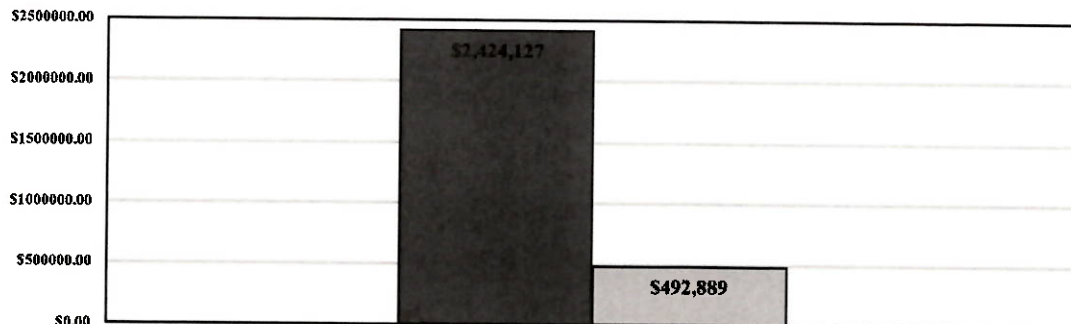
Madison
404 Sixth Avenue
Madison, MN 562561237

GROSS EARNED PREMIUM	\$1,628,320
ADJUSTED LOSSES	\$502,239
MEMBERS DIVIDEND PERCENTAGE	0.00142481000
DIVIDEND AMOUNT	\$14,248

Premium and Dividend History



Premiums and Dividends Since 1987



The "Written Premiums" figure is the member's total earned premiums as of May 31, 2022 for the past 21 years. This is the premium figure that's used in the dividend calculation.
The "Total Written Premiums" figure is the member's total premiums for the member's most recent renewal year to May 31, 2022 (for most members, only a portion of that 2022 written premium would be earned as of May 31, 2022).

RECEIVED

DEC 14 2022

KLEIN INSURANCE

CITY COUNCIL CHECKLIST

12/22/2022

ITEM	DATE	ADDRESSED BY	RESPONSIBLE TO COMPLETE	Progress Notes	COMPLETE
Broadband Exploration	9/26/2022	Meyer	CM, committee	Completion estimated by December 2022.	completed
Recreation Facility	5/2/2017	EDA	CM, Conroy	On hold - will require additional community engagement	ongoing
MNDOT 2023	5/11/2015	Zahrbock	CM, Engineer	2023 Construction - Contruction Agreement Approval	ongoing
Downtown Renovation Fund	1/1/2022	Meyer	CM,	308 6th Ave - brainstorm	ongoing
EDA CIP Program	1/1/2022	EDA	EDA	approved 6 applications - 2 on hold - 4 agreements signed	ongoing
Downtown Open Space-Block 48	9/19/2022	Conroy	CM EDA	EDA 2nd meeting with architect held 6/6/22	ongoing
Daycare Performance/EDA Appropriation	9/1/2017	EDA	Community	Report received by EDA on 10/3/2022	ongoing
May 12, 2022 Storm	5/12/2022	Council	CM, EM	LMCIT claim total 315,398 , FEMA claim in process.	
Infrastructure North Expansion	9/1/2021	Council	CM, council	Design work in progress, waiting for County timeline	
City Hall Restoration and Maintenance	6/1/2017	Council	CM, BM	Painting of siren tower. Windows awarded \$286,000	
Tennis/Basketball Courts	7/2/2021	Conroy	CM, Parks	USTA call, met with Dr. Hacker, awating school decision for DNR grant	
Carneige Library Roof	1/1/2022	Parks	Manager	USDA Award Documentatin Received	
Welcome Sign School Pride State Champ	8/20/2022	Zahbrock	CM, PZ, AC	School delay, but still working on	

MEMORANDUM OF UNDERSTANDING

CRISIS TRANSPORTATION- LAC QUI PARLE COUNTY 2023 & 2024

The undersigned parties desire to set in place a process and procedure to assist in the transportation of non-violent mental health patients from Lac qui Parle health care facilities to treatment centers. The intent is to provide a safe, efficient and consistent means of transporting mental health patients and to provide for the funding of the same.

1. **TRANSPORTATION VEHICLE:** The County agrees to provide a properly equipped vehicle to provide crisis transportation of mental health patients from our local healthcare facilities to a treatment facility. Said patients shall be at least 16 years old, non-violent, and subject to an examiner's hold. Subject to reimbursement for ongoing expenses, County agrees to be responsible for the maintenance and repair of the vehicle, insurance, and housing of the same. The vehicle will be garaged in Madison. County will ensure that the same is ready for service before and after any transportation service.
2. **DRIVERS:** The parties agree to generate a list of qualified interested drivers (First Responders, EMT, Law Enforcement Officers) that will receive dispatch notices from the Sheriff's Department of the need for crisis transportation services. These drivers will be reimbursed at a gross rate of \$20 per hour per driver payable through their respective agencies. Said rate shall be paid for the time spent during transportation of individuals, which shall commence at the time of possession of the vehicle. Unless otherwise agreed, there shall be two (2) drivers for each transport with at least one female driver if a female transport. The County, by and through the Sheriff's Department, will assist in dispatch services.
3. **BUDGET:** Subject to the following, the County will be responsible for advancing the expenses incurred in providing the service during the term of the Agreement. The parties agree, however, to share equally in said expenses (excluding cost of the vehicle) and will provide equal contributions of up to a maximum of \$5,000.00 annually for each year of the Agreement. Each party shall be responsible for any local allocation or cost sharing with other entities. Requests for funding allocations will be made by the County to the parties prior to end of year. The County agrees to provide advance notice if additional funding becomes necessary.
4. **TERM:** This Agreement shall commence on **JANUARY 1, 2023**, and shall continue until **DECEMBER 31, 2024**, unless otherwise terminated or revised as provided herein. Any party may terminate this Agreement upon thirty (30) day notice.
5. **PAYMENT FOR SERVICES:** All requests for payment for services provided hereunder shall be submitted to the County for payment.
6. **INDEPENDENT CONTRACTOR STATUS:** Any and all persons performing services under this Agreement shall remain employees of their respective agencies or otherwise considered independent contractors. No employment relationship shall be created through the performance of this Agreement.

7. **DATA PRACTICES:** All data collected, created, received, maintained, or disseminated for any purposes by the activities of this Agreement shall be governed by the Minnesota Government Data Practices Act as well as any federal rules on data privacy.

COUNTY OF LAC QUI PARLE

By:

Its:

CITY OF DAWSON, MINNESOTA

By:

Its:

CITY OF MADISON, MINNESOTA

By:

Its:

LAW ENFORCEMENT SERVICES AGREEMENT 2023, 2024 & 2025

This is an Agreement between the County of Lac qui Parle and the Lac qui Parle County Sheriff (hereinafter collectively referred to as the “County” unless the Sheriff is specifically referenced separately), and the City of Madison (hereinafter referred to as the “City”), to provide additional law enforcement services to the City of Madison, Minnesota.

WHEREAS, for the past several years, the City has retained the services of the Lac qui Parle County Sheriff Office to provide general law enforcement services within the City of Madison and the City desires to continue such arrangement;

WHEREAS, the County is agreeable to continuing to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by the provisions of Minnesota Statute § 436.05;

NOW THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the County and the City agree as follows:

I. SCOPE OF SERVICES

- A. The County shall provide law enforcement services to the City through the Lac qui Parle County Sheriff’s Office, which services will include, but not be limited to, the following:
 - 1. Patrol services with random patrolling of residential areas, businesses, parks and other public property areas;
 - 2. Enforcement of Minnesota State Statutes and those Municipal Ordinances that are directly related to criminal, traffic and public safety issues;
 - 3. Conduct criminal investigations;
 - 4. Responses to medical, fire and other emergencies as appropriate;
 - 5. Dispatching and other necessary communication services;
 - 6. Driver’s license inspections, background checks and license enforcement services, as called for under applicable state law and municipal ordinances;
 - 7. Special event traffic patrol and patrol services for community festivals or other special events as agreed to by the parties. The City agrees to reimburse the Sheriff for any additional costs in providing said service;
 - 8. Assist City departments in the performance of their duties as necessary to preserve the peace; and
 - 9. Quarterly attendance of the Sheriff or Sheriff’s designee at City Council meetings.

- B. Except as otherwise herein specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Lac qui Parle under state statutes.
- C. The manner and standards of performance, the discipline of officers and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County.
- D. The County's contractual obligations under this Agreement do not lessen the County's obligation to provide patrol and police protection services to the City imposed by any other law.
- E. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, except as specifically set forth in this agreement.
- F. All deputy sheriffs, clerks, dispatchers and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- A. Except as otherwise provided herein, the City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City, and the County hereby assumes said liabilities.
- B. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of this contract; and the County hereby agrees to hold harmless the City against any such claim.
- C. The City, its officers and employees shall not be deemed to assume any liability for the intentional or negligent acts of the County or the County's employees performing services pursuant to this Agreement, and the County shall hold the City, its officers and employees harmless from and shall defend and indemnify the City, its officers and employees against any claim for damages arising out of the County's performance of this Agreement.
- D. The County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of the City or of any other officers, agents or employees thereof, and the City shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages arising out of the City's performance of this Agreement.

- E. During the term of this Agreement, the County shall maintain automobile, general liability, workers' compensation and public officials' liability insurance in amounts deemed appropriate by the County.

III. TERM OF AGREEMENT/TERMINATION

- A. Performance of services pursuant to this Agreement shall commence January 1, 2023 and shall be in effect through December 31, 2025. Thereafter, this Agreement shall automatically renew for additional one year terms unless notice is provided of the intent not to renew the Agreement pursuant to the terms set forth herein.
- B. The County agrees to provide a minimum of 70 hours of dedicated service to the City for those services set forth herein. It is understood between the parties that the actual patrol hours may vary from week to week due to availability of personnel, investigations and other administrative duties performed by the County for benefit of the City. In addition, the parties understand that dedicated service may also include routine patrol within two miles of the City limits including the Airport. All additional time shall be at the Sheriff's sole discretion as he deems appropriate.
- C. Either party may terminate this Agreement by written notice to the other of its intention to terminate. The Agreement shall terminate six (6) months following notice being given unless the parties mutually agree in writing to a different time period. Notice to the County shall be given to the County Board and the Sheriff in person or by certified mail, and Notice to the City shall be given to the City Council and City Manager in person or by certified mail. Any amounts due under this Agreement shall be prorated to the date of Termination.
- D. In the event this Agreement is terminated or not renewed by the City, and layoffs are necessitated due to the termination, the City agrees to reimburse the County on a monthly basis for unemployment compensation costs charged to the County due to the deputies or other employees placed on layoff for a period not to exceed six (6) months from the date of termination of the Agreement. In the event this Agreement is terminated or not renewed by the County, the County shall assume full responsibility for any unemployment compensation costs or other expenses relative to any deputies or other employees hired by the County to provide service under this Agreement.
- E. Notwithstanding any other provision this contract may be terminated:
 - a. In the event that the City is in default for non-payment and fails to cure the default after 30 days written notice; or
 - b. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.

IV. PAYMENT

- A. Subject to the terms and conditions herein, the City shall pay the sum as set forth in the attached **Exhibit A** for each year of this Agreement which shall be payable in equal quarterly installments.

V. FINES AND FORFEITURES

- A. It is understood that prosecutions for violations of state statutes and of County Ordinances, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules and judicial orders.
- B. Funds received as a result of any fines for violation of City ordinances and statutory violations within the City for the preceding calendar year shall be remitted to the City by Court Administration pursuant to Court procedures.
- C. The County shall receive and retain funds any property received as the result of any forfeitures. All revenues received as a result of any forfeitures collected by the Sheriff or Court shall be disbursed according to statute.
- D. The County shall receive penalty assessments and costs of prosecution incurred by the County. The City shall receive penalty assessments and costs of prosecution incurred by the City.

VI. EQUIPMENT AND VEHICLES

- A. As part of the Agreement, County shall be responsible for the necessary vehicles and equipment, and any repair and maintenance, to perform the services under this Agreement and the same shall be sole property of the County.

VII. GENERAL PROVISIONS

- A. The County shall be responsible for all law enforcement costs, including telephone service, internet services, office supplies and equipment.
- B. The Sheriff's Office shall submit to the City quarterly activity reports detailing the activities of the Sheriff's Office within the City. Notwithstanding the provisions of this section, no information will be provided which would violate the Minnesota Government Data Practices Act.
- C. The City may contract with the County for law enforcement services in addition to those provided in this Agreement.
- D. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the City, and attached to the original of this Agreement.

- E. This agreement shall be interpreted under the laws of the State of Minnesota.
- F. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- G. This instrument contains the entire Agreement of the parties, and supersedes all oral agreements and negotiations between the parties relating to, its subject matter.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the dates below written.

COUNTY OF LAC QUI PARLE

Date: _____

By:
County Board Chairman

Attest: _____
By:
County Auditor

By: Sheriff

CITY OF MADISON

Date: _____

By: Greg Thole, Mayor

Attest: _____
By: City Clerk

Appendix A
 Law Enforcement Services Agreement
 2023, 2024, and 2025

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Contract Cost to be Paid by City to County	\$ 252,932.00	\$ 270,637.00	\$ 289,582.00	\$ 309,853.00
Percentage Increase		7%	7%	7%
Dollar Increase		\$ 17,705.00	\$ 18,945.00	\$ 20,271.00

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made on the 28th day of December 2022, between the City of Madison, a political subdivision serving as a municipal corporation, ("City Council") and Dan Tuckett ("Contractor"). City Council and Contractor agree as follows:

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

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

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

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

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

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

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

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

9. This Agreement shall be in effect for the calendar year 2023. In addition, either party may terminate this Agreement on 30 days written notice to the other party.

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

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

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

CONTRACTOR

CITY OF MADISON

By: _____
Its: Mayor

By: _____
Its: Clerk

Date: December 20, 2022

Val Halvorson
City Administrator
404 6th Avenue
Madison, MN 56256

RE: Proposed Coop. Const. Agreement No. **1051688**
City of Madison
S.P. 3701-92 (T.H. 40=144)
S.P. 3702-38 (T.H. 75=006)
S.P. 3703-28

Dear Ms. Halvorson:

Transmitted herewith in is a proposed agreement with the City of Madison. This agreement provides for payment of the City's share of the costs of City Utility adjustment construction to be performed on T.H. 40 and T.H. 75.

Present this agreement to the City Council for their approval and execution that includes original signatures of Council-authorized officers on the agreement. Also required is a resolution passed by the City Council authorizing its officers to sign the agreement in its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document and all parties must sign in succession on the same document. The City Council's resolution must be attached to the pdf prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Please return the agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

If you have any questions or needs further information, feel free to contact me.

Sincerely,

Phillip DeSchepper
Cooperative Agreement Engineer

Enc. Proposed Agreement
Resolution

cc: Malaki Ruranika – M.S. 682
File

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MADISON
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number:	<u>3701-92</u>	Estimated Amount Receivable
Trunk Highway Number:	<u>40=144</u>	<u>\$52,280.62</u>
State Project Number:	<u>3702-38</u>	
State Project Number:	<u>3703-28</u>	
Trunk Highway Number:	<u>75=006</u>	
Federal Project Number:	<u>STBG 3723(078)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State) and the City of Madison, acting through its City Council (City).

Recitals

1. The State will perform grading, bituminous mill and overlay, modular block retaining wall, and ADA improvements construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) No. 40 from TH 75 to Western Avenue and upon, along, and adjacent to TH 75 from 1,850 feet south of 1st Street to 8th Street according to State-prepared plans, specifications, and special provisions designated by the State as State Project (SP) No. 3701-92 (TH 40=144) (Project); and
2. The City has requested the State include in its Project City utility adjustment construction; and
3. The City will participate in the costs of the City utility adjustment construction and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.
- 1.4. Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as SP 3701-92 (TH 40=144) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference (Project Plans).

1.5. Exhibits. The Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement.

2. Construction by the State

2.1. Contract Award. The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision, and Inspection of Construction.

- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A.** The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

2.6. Replacement of Castings. Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation; this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of City Cost

- 4.1. **Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, combination field laboratory-office, and traffic control.
 - A. 100 Percent will be the City's rate of cost participation in all of the City utility adjustment construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 4.3. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 4.4. **Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 4.5. **Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. City Cost and Payment by the City

- 5.1. City Cost. \$52,280.62** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - B.** The City's receipt of a written request from the State for the advancement of funds.
- 5.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 5.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.
- The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
Telephone: (651) 366-4634
Email: malaki.ruranika@state.mn.us

6.2. The City's Authorized Representative will be:

Name, Title: Val Halvorson, City Administrator (or successor)
Address: 404 6th Avenue, Madison, MN 56256
Telephone: (320) 598-7373
Email: val.halvorson@ci.madison.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Telecommunications Certification

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any

system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

CITY OF MADISON

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1051688

City of Madison

SP 3701-92 (TH 40=144), 3703-28, 3702-38 (TH 75 = 006)
Federal Project No. STBG 3723(078)

Preliminary: November 9, 2022

Grading, bituminous mill and overlay, modular block retaining wall, and ADA improvements construction to start approximately May 8, 2023 under
State Contract No. ____ with ____
located on TH 40 from TH 75 to Western Avenue and on TH 75 from 1850' south of 1st Street to 8th Street

CITY COST PARTICIPATION	
City Utility Work Items From Sheet No. 2	48,407.98
Construction Engineering (8%)	3,872.64
(1) Total City Cost	\$52,280.62

(1) Amount of advance payment as described in Article 5 of the Agreement (estimated amount).

(1) 100% CITY

1051688

[illegible]

CITY OF MADISON

RESOLUTION

IT IS RESOLVED that the City of Madison enter into MnDOT Agreement No. 1051688 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the City utility adjustment construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 40 from TH 75 to Western Avenue and upon, along and adjacent to TH 75 from 1,850 feet south of 1st Street to 8th Street within the corporate City limits under State Project No. 3701-92 (TH 40=144).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Madison at an authorized meeting held on the _____ day of _____, 20____, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 20____

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

**CITY OF MADISON, MINNESOTA
RESOLUTION 22-58**

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

**FUND TRANSFER ADJUSTMENT EFFECTIVE
DECEMBER 28, 2022**

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

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

To:	Fund	Account		Description	Amount
	General Fund	Transfer In (Elec. Fund)	101-39205	Land Purchase	\$ 116,000.00
	Culture & Rec	Grand Park		2022 Appropriation	\$ 15,000.00
	Building & Capital	Library		Fix Audit Adjustment	\$ 1,320.00
	Building & Capital	City Hall		Fix Audit Adjustment	\$ 2,748.25
From:	Electric	Transfer Out (General)	604-49590-710	Land Purchase	\$ 116,000.00
	Culture & Rec	Parks		2022 Appropriation	\$ 15,000.00
	Culture & Rec	Library		Fix Audit Adjustment	\$ 1,320.00
	Culture & Rec	Library		Fix Audit Adjustment	\$ 2,748.25

Upon vote taken thereon, the following voted

For:
Against:
Absent:

Whereupon said Resolution No. 22-58 was declared duly passed and adopted this 28th day of December 2022.

Greg Thole
Mayor

Attest: _____
Christine Enderson
City Clerk



MRES AMBASSADOR PROGRAM



**Be an MRES champion
in your community**

**Communicate the value of
public power and joint action**



**Collaborate with MRES on
member and community
events**

Ambassador Program Objective

- Raise the awareness of public power/MRES value in member communities through community and policymaker education

Ambassador Expectations/Role

- Proactively advocate public power/MRES value in community with key influencers over coffee, lunch, or while attending civic clubs or community events
- Attend meetings and/or meet with MRES staff when they are in your community
- Collaborate with MRES on opportunities to advance the public power message in the community

Ambassador Value

- Be "in the know" while performing a civic role locally
- Ambassador-related expenses are reimbursed, along with waived registration fees at MRES events

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For more information ...



Tim Blodgett

Vice President of Member Support
605-330-6964
tim.blodgett@mrenergy.com



3724 West Avera Drive, PO Box 88920
Sioux Falls, SD 57109-8920
mrenergy.com



Getting the Job Done

E-Quarterly Newsletter - December 2022 Quarterly Newsletter



*By Greg Johnson, Senior Municipal Advisor
and Jonathan Schatz, Municipal Advisor*

Completing Capital Projects in a Rising Interest Rate Environment

It's an immutable fact: capital assets are fundamental to the nature of almost all governmental entities. Even as the world evolves to different delivery and social models to live, work, learn, and play. Our governmental jurisdictions will still need to construct, equip, maintain, and operate the physical assets that underpin our society.

When we think about the traditional means by which many of these capital assets are funded, there are really two primary drivers of their total cost (setting aside operational expenses for the moment) – the actual costs of constructing these assets and the cost of capital in the form of interest expense. It's true that many governmental entities finance the cost of generational assets in the form of debt,

which is often amortized over periods up to twenty years or more. There are both philosophical and economic reasons for using debt. Those that have the benefit of the asset pay for it over its useful life, and it can be difficult to accumulate enough cash to pay for projects using 100% equity financing. Further, even if one governing body sets out on a strategy of building cash reserves to pay for projects, future boards/councils cannot be bound by those prior decisions.

If we contemplate about the “true” cost of capital projects, then today’s environment could be considered one of the most challenging in recent history for elected and administrative officials. It’s no secret that the cost of everything is up. In this case “up” can vary greatly depending on what you’re referring to. While common measures of inflation might point to cost increases in the range of 10%, or more, some materials costs having increased anywhere from 30% – 100% in the last few years. The costs of labor, fuel, and the other core aspects of mobilizing and constructing buildings and infrastructure aren’t far behind. If that isn’t enough, the cost of capital in the form of interest rates has also increased materially.

Since the beginning of the calendar year, some of the most widely tracked benchmarks for municipal borrowing have increased approximately 2.00%. That number isn’t altogether striking until it’s put in the context of the rapidity of the rise in rates relative to where we started. During the last couple of years, it was not uncommon for highly rated municipal borrowers to achieve 20-year financing rates less than or close to 2.00%, so it’s not hyperbole to state borrowing costs have roughly doubled in the last year for many. However, if we take a breath and a big step back, perhaps we might realize that those periods of ultra-low rates were the anomaly, rather than the norm. The following chart shows two common indices associated with long-term borrowing costs for municipal issuers, as well as the 10-year U.S. Treasury. The straight line is the average of what could be considered general obligation borrowing over the last 10 years. While the cost of capital is certainly higher than its nadir in mid-2020, it’s still near the average of the last decade and would be considered low if we expanded our view to 20 years.

Reassessing Operating and Capital Budgets in Challenging Times

We get it – everything in your budget costs more and it can be daunting to rationalize how to achieve your goals, knowing that your constituents ultimately bear the burden. It's easy to demure in the face of this challenge, pushing projects and the decisions related to them to the future – perhaps even the next board or council. However, that course of action doesn't fix the streets, secure equipment to provide for public safety services, or expand or replace aging facilities to accommodate your growing student base or population. In fact, choosing to delay may end up costing more in the long run. Band-aids on aging infrastructure can have short useful lives and can sometimes be good money chasing bad. Being good stewards of resources entails making difficult decisions, but good information and a long-term perspective can provide confidence in these challenging times.

Long-term planning is the method by which effective organizations build consensus, achieve objectives, and communicate their strategy and spending priorities to the public. A long-term financial plan should incorporate all aspects of your budget, including both operational and capital expenditures, over a five-to-ten-year horizon. Do you have a Capital Improvement Plan (CIP)? If so, when is the last time it was updated? Ideally it should be rolled over and extended every year with at least a five-year outlook. If you don't presently have one, there's no better time to start than now.

What are your organization's operational and personnel needs over the next five years? What are your current and future resources to fund these expenditures? What are the impacts to your constituents and are there various ways to mitigate those potential impacts?

A long-term financial management plan will provide these answers and give administrative and elected officials the ability to review different funding scenarios to make strategic decisions today that provide a feasible path toward the future. In the process, you will have communicated your vision to the public and gained an understanding of the outcomes associated with that vision. Having said all that, understand that your "Plan" is a living document that requires constant vigilance. Assumptions should be revisited every year and the plan updated to ensure your lens into the future isn't clouded by uncertainty.

The Show Must Go On

Our governmental institutions are intended to be perpetual. Short-term thinking and a reactive stance often result in myopic and costly decision making that can compound over longer periods of time. Information, process, and a steady hand are the tools of prudent judgement and leadership. Elected officials can rely on their staff and the professionals they work with to synthesize and distill what otherwise seems to be a disparate mosaic of data and assumptions that can help drive discussion, engagement with your constituents, and a feasible approach to achieving a vision for the future built on a foundation of confidence.

There is only one certainty – there will always be uncertainty. We should all endeavor to cut through that fog and do the hard work we have been tasked with that will pave the way for generations to come.

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E-Quarterly Newsletter - December 2022 Quarterly Newsletter [**VIEW**](#)

HAPPY HOLIDAYS FROM EHLERS!

We are excited to share our new quarterly newsletter! We listened to the feedback so many of you offered in our Client Engagement Survey earlier this year – the need for stories directly relating to the work you do, more case studies, and the ability to self-select the articles you’d like to read – and hope you find this new format valuable.

DON'T LET INCREASING PROPERTY VALUES INCREASE TAXPAYER ANGST

It’s that time of year...and I’m not talking about the holidays! It’s the time when school district revenue calculations are complete and property tax levies are nearly finalized; it’s also the time when counties begin mailing tax information to property owners. The annual confluence of these two activities usually results in some level of taxpayer confusion and questioning.

TODAY’S INVESTMENT ENVIRONMENT

While the current interest rate environment is far more hospitable to producing substantially higher investment income for longer periods of time, those higher rates come with other, undesirable consequences. In this case, the good far outweighs the bad.

ARBITRAGE IS BACK!

Rising interest rates on investments are most certainly welcome for communities investing bond proceeds. However, as is the case with most good things, a new set of challenges are introduced. For issuers of tax-exempt bonds, these challenges can largely be summed up in a single word: arbitrage.

2022 MARKET COMMENTARY: THE YEAR IN REVIEW

To say a lot has changed in the bond market this year would be a major understatement...changes that can largely be attributed to the actions taken by the Federal Reserve to combat persistent inflation.

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CLAIMS REPORT

Check Range: 12/14/2022-12/14/2022

UP CK # 63865-63876

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
GENERAL					
ACCURED PAYROLL DEDUCTION					
101-20650	AFLAC	AFLAC PRETAX	783.52	2456	12/14/22
101-20650	BLUE CROSS BLUE SHLD MN VISION	VISION	30.14	63858	12/14/22
101-20650	CHILD SUPPORT PAYMENT CENTER	CHILD SUPPORT	214.86	63861	12/14/22
101-20650	JOHN HANCOCK RETIREMENT	JHANCOCK ROTH	75.00	2461	12/14/22
101-20650	UNITED STATES TREASURY	FED/FICA TAX	7,254.69	2457	12/14/22
101-20650	MADISON NATIONAL LIFE INS CO	DISABILITY	12.19	63860	12/14/22
101-20650	Metropolitan Life Insurance Co	MET LIFE INS	31.54	63857	12/14/22
101-20650	MN DEPT. OF REVENUE	STATE TAX	1,260.39	2458	12/14/22
101-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	48.00	63856	12/14/22
101-20650	P.E.R.A. (W/H REPORT)	PERA	1,667.46	2459	12/14/22
101-20650	SELECTACCOUNT	HSA- CITY CONT	1,076.92	2460	12/14/22
2065 ACCRUED PAYROLL DEDUCTION TOTAL			12,454.71		
ADMINISTRATION					
101-41320-201	AMERICAN SOLUTIONS FOR BU	ADMIN-UP CHECK BLANKS	334.70	63865	12/14/22
101-41320-409	FLAHERTY & HOOD, P.A.	LABOR & EMPLOY CONSULTATION	72.50	63867	12/14/22
101-41320-409	GEORGE B GMACH COMPENSATION	ADMIN-COMPENSATION PLAN	400.00	63868	12/14/22
4132 ADMINISTRATION TOTAL			807.20		
CITY HALL					
101-41940-401	PLUNKETT'S INC.	CTY HALL-GEN PEST CONTROL 9/22	298.32	63872	12/14/22
101-41940-409	PARAMOUNT PLANNING GROUP, LLC	PUB SAFETY-EMERG PRO 12/22	400.00	63871	12/14/22
4194 CITY HALL TOTAL			698.32		
FIRE DEPARTMENT					
101-42200-401	PLUNKETT'S INC.	FIRE-SPRAYING 11/22	56.75	63872	12/14/22
4220 FIRE DEPARTMENT TOTAL			56.75		
CIVIL DEFENSE					
101-42500-409	PARAMOUNT PLANNING GROUP, LLC	CIV DEF-FEMA ADMIN & COORDINAT	5,850.00	63871	12/14/22
101-42500-409	SPORTS LIGHTING AUTHORITY	CIV DEF-MEMORIAL BASEBALL FIEL	7,850.00	63873	12/14/22
4250 CIVIL DEFENSE TOTAL			13,700.00		
UNALLOCATED EXPENDITURES					
101-49250-380	VERIZON WIRELESS	UNALL-CELL PHONE 12/22	40.01	63875	12/14/22
4925 UNALLOCATED EXPENDITURES TOTAL			40.01		
101 GENERAL TOTAL			27,756.99		
AMBULANCE					
AMBULANCE					
201-44100-325	VERIZON WIRELESS	AMB-CELL PHONE 12/22	40.01	63875	12/14/22
201-44100-401	PLUNKETT'S INC.	AMB-SPRAYING 11/22	54.31	63872	12/14/22

CLAIMS REPORT

Check Range: 12/14/2022-12/14/2022

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
		4410 AMBULANCE TOTAL	94.32		
		201 AMBULANCE TOTAL	94.32		
407-46520-409	UTIL EXT PROJECT FUND UTILITY EXPANSION DGR ENGINEERING	ELEC-UTIL EXP PROJ	2,211.00	63866	12/14/22
		4652 UTILITY EXPANSION TOTAL	2,211.00		
		407 UTIL EXT PROJECT FUND TOTAL	2,211.00		
601-20650	WATER ACCRUED PAYROLL DEDUCTION AFLAC	AFLAC	76.18	2456	12/14/22
601-20650	BLUE CROSS BLUE SHLD MN VISION	VISION	12.27	63858	12/14/22
601-20650	UNITED STATES TREASURY	FED/FICA TAX	547.26	2457	12/14/22
601-20650	Metropolitan Life Insurance Co	MET LIFE INS	.06	63857	12/14/22
601-20650	MN DEPT. OF REVENUE	STATE TAX	71.46	2458	12/14/22
601-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	8.00	63856	12/14/22
601-20650	P.E.R.A. (W/H REPORT)	PERA	382.93	2459	12/14/22
601-20650	SELECTACCOUNT	HSA- CITY CONT	490.39	2460	12/14/22
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	1,588.55		
601-49400-325	WATER PRODUCTION VERIZON WIRELESS	WT-CELL PHONE 12/22	24.20	63875	12/14/22
		4940 WATER PRODUCTION TOTAL	24.20		
		601 WATER TOTAL	1,612.75		
602-20650	SEWER ACCRUED PAYROLL DEDUCTION AFLAC	AFLAC PRETAX	26.78	2456	12/14/22
602-20650	BLUE CROSS BLUE SHLD MN VISION	VISION	5.94	63858	12/14/22
602-20650	UNITED STATES TREASURY	FED/FICA TAX	490.89	2457	12/14/22
602-20650	Metropolitan Life Insurance Co	MET LIFE INS	26.43	63857	12/14/22
602-20650	MN DEPT. OF REVENUE	STATE TAX	88.21	2458	12/14/22
602-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	8.00	63856	12/14/22
602-20650	P.E.R.A. (W/H REPORT)	PERA	397.49	2459	12/14/22
602-20650	SELECTACCOUNT	HSA- CITY CONT	451.92	2460	12/14/22
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	1,495.66		
602-49450-325	SEWER TREATMENT VERIZON WIRELESS	SEW-CELL PHONE 12/22	24.20	63875	12/14/22

CLAIMS REPORT

Check Range: 12/14/2022-12/14/2022

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
		4945 SEWER TREATMENT TOTAL	24.20		
		602 SEWER TOTAL	1,519.86		
	ELECTRIC UTILITY				
	ACCRUED PAYROLL DEDUCTION				
604-20650	AFLAC	AFLAC	158.98	2456	12/14/22
604-20650	BLUE CROSS BLUE SHLD MN VISION	VISION	6.33	63858	12/14/22
604-20650	COLONIAL LIFE INSURANCE	COLONIAL POST T	182.43	63859	12/14/22
604-20650	JOHN HANCOCK RETIREMENT	JHANCOCK PRETAX	360.00	2461	12/14/22
604-20650	UNITED STATES TREASURY	FED/FICA TAX	1,848.95	2457	12/14/22
604-20650	MADISON NATIONAL LIFE INS CO	DISABILITY	46.70	63860	12/14/22
604-20650	Metropolitan Life Insurance Co	MET LIFE INS	9.62	63857	12/14/22
604-20650	MN DEPT. OF REVENUE	STATE TAX	318.10	2458	12/14/22
604-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	32.00	63856	12/14/22
604-20650	P.E.R.A. (W/H REPORT)	PERA	1,024.99	2459	12/14/22
604-20650	SELECTACCOUNT	HSA- CITY CONT	447.69	2460	12/14/22
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	4,435.79		
	ELECTRIC PRODUCTION				
604-49550-438	MN DEPT OF COMMERCE	ELEC-3RD QTR ASSESSMENT	94.89	63870	12/14/22
		4955 ELECTRIC PRODUCTION TOTAL	94.89		
	ELECTRICAL DISTRIBUTION				
604-49570-325	VERIZON WIRELESS	ELEC-CELL PHONE 12/22	81.39	63875	12/14/22
		4957 ELECTRICAL DISTRIBUTION TOTAL	81.39		
		604 ELECTRIC UTILITY TOTAL	4,612.07		
	LIQUOR				
	ACCRUED PAYROLL DEDUCTION				
609-20650	AFLAC	AFLAC PRETAX	253.65	2456	12/14/22
609-20650	BLUE CROSS BLUE SHLD MN VISION	VISION	6.33	63858	12/14/22
609-20650	UNITED STATES TREASURY	FED/FICA TAX	441.49	2457	12/14/22
609-20650	Metropolitan Life Insurance Co	MET LIFE INS	3.47	63857	12/14/22
609-20650	MN DEPT. OF REVENUE	STATE TAX	70.46	2458	12/14/22
609-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	16.00	63856	12/14/22
609-20650	P.E.R.A. (W/H REPORT)	PERA	116.80	2459	12/14/22
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	908.20		
	OFF-SALE LIQUOR				
609-49750-342	LQP BROADCASTING COMPANY, INC	LIQ-ADVERTISING	480.00	63869	12/14/22
609-49750-342	RBM PUBLICATIONS	LIQ-ADVERTISING/TAPE	341.03	63876	12/14/22

CLAIMS REPORT
Check Range: 12/14/2022-12/14/2022

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
609-49750-401	JIM TROST	LIQ-FRONT DOOR LOCK	45.00	63874	12/14/22
		4975 OFF-SALE LIQUOR TOTAL	866.03		
		609 LIQUOR TOTAL	1,774.23		
		Accounts Payable Total	39,581.22		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	27,756.99
201	AMBULANCE	94.32
407	UTIL EXT PROJECT FUND	2,211.00
601	WATER	1,612.75
602	SEWER	1,519.86
604	ELECTRIC UTILITY	4,612.07
609	LIQUOR	1,774.23

	TOTAL FUNDS	39,581.22