

CITY OF MADISON
AGENDA AND NOTICE OF MEETING
Regular Meeting of the City Council – **5:00 PM**
Monday July 24, 2023
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 July 10, 2023 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. Water Plant Monthly Report – June 2023 - receive

Page 4

B. Revenue Expense Report – June 2023 – receive

Page 5

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)

B. Approve Audit Report – Daryl Kanthak. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 11

C. Resolution 23-35. Reserving and Designating Fund Balance. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 12

D. Award Generator Bid. A DISCUSSION and MOTION may be in order. (Manager, Council)

- Page 15
- E. Approve Application for Exempt Permit – St. Micheal Church. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 17
- F.
- G. Approve Application for Exempt Permit – Pheasants Forever. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 19
- H. Approve Asphalt Patching – Joe Riley Construction. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 27
- I. Approve Legal Services Agreement – PFAS Contamination Litigation – Taft Law. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 38
- J. Approve CDBG-CARES Pay Request #5. A DISCUSSION and MOTION may be in order. (Manager, Council)
- K. Schedule Special meeting – July 31st 5PM. A DISCUSSION and MOTION may be in order. (Manager, Council)

7. MANAGER REPORT (Manager)

Head Librarian Interviews Held – July 17, 2023

MNDOT Project Timeline

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Eastview Construction Timeline

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8. MAYOR/COUNCIL REPORTS (Mayor/Council)

9. AUDITING CLAIM

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A copy of the Schedule Payment Report of bills submitted July 10, 2023 through July 26, 2023 is attached for approval for Check No. 64781 through Check No. 64839 and debit card purchases. A MOTION is in order.

10. ADJOURNMENT

**CITY OF MADISON
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL
REGULAR MEETING
JULY 10, 2023**

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, July 10, at 5:03 p.m. in Council Chambers at City Hall. Councilmembers present were: Mayor Greg Thole, Tim Volk, Paul Zahrbock and Maynard Meyer. Also present were City Manager Val Halvorson, City Attorney Rick Stulz and City Clerk Christine Enderson. Councilmember Adam Conroy was absent.

AGENDA

Upon motion by Meyer, seconded by Zahrbock and carried, the agenda was approved as amended. The additions include Resolution 23-34 and a pay application from Old World Windows. All agenda items are hereby placed on the table for discussion.

MINUTES

Upon motion by Zahrbock, seconded by Volk and carried, the June 26, 2023, 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

City Council reviewed the checklist.

MnDOT 2023: The first project meeting is July 11th.

City Hall Restoration: The tower project is complete. The windows project is underway and it has ran into contingencies with the arch windows in the auditorium and screens in the business office.

DNR Grant: The City was not awarded the DNR grant for Slen Park improvements on the tennis and basketball courts, parking lot, sidewalk, and ADA access. The grant was competitive; however, the volume of requests was tremendous. Council is to think about how they would like to proceed whether it be through a phased process or try another grant.

Hwy 40 Retention Pond: Councilmember Meyer inquired about “Deep Water” signs around the wastewater retention pond near Memorial Field. It has been brought to Council’s attention that the signs are laying down in the grass and may need to be reinstalled.

Grand Theatre: Bolts are sticking out of the concrete behind the theatre that may be a hazard to people walking by. Councilmember Meyer advised for inspection and repair.

ENGINEER UPDATE

City Engineer Kent Louwagie updated Council on current city projects.

Eastview: Joe Riley Construction has not provided a schedule when they will be back to complete pavement and utility work.

Water Plant: KHC Construction was delivering the media today and the under-drain nozzles were picked up. Work will begin tomorrow, July 11th with hopes of the plant back online within one week.

PAY APPLICATION – EQUITY BUILDERS

Upon motion by Volk, seconded by Zahrbock and carried, the final pay application from Equity Builders for the City Hall Tower Project was approved in the amount of \$22,120. The City Hall Tower Project is now complete.

AWARD BID – 2023 INFRASTRUCTURE IMPROVEMENTS

Upon motion by Meyer, seconded by Volk and carried, Council awarded the 2023 Infrastructure Improvements contract contingent on funding to R.L. Larson Excavating Inc. for the low bid amount of \$1,793,081.45. The improvements include utility construction in the northwest part of town, along 11th Street, Highway 75, 9th Street, and across the recreational field for new sanitary sewer mains, water mains, and storm sewer mains along with reconstructing 11th Street. A standby generator for the 9th Street Lift Station is also included.

Upon motion by Zahrbock, seconded by Thole and carried, Council awarded the 2023 Infrastructure Improvements contract contingent on funding to Musson Bros. Inc. for the low bid amount of \$1,438,429. The improvements include lining the sewer mains, the sewer services, and lining the manholes along Highway 75 and Highway 40.

Upon motion by Meyer, seconded by Zahrbock and carried, **RESOLUTION 23-34** titled “Resolution Accepting Bid” was adopted. This resolution provides the acceptance of the low bid for the 2023 Infrastructure Improvements to R.L. Larson Excavating Inc with a bid amount of \$1,793,081.45, contingent on PFA approval. A complete copy of Resolution 23-34 is contained in City Clerk’s Book #10.

PAY APPLICATION – OLD WORLD WINDOWS

Upon motion by Meyer, seconded by Volk and carried, the first pay application from Old World Windows for the City Hall Window Project was approved in the amount of \$120,000. The total project will be funded by a \$286,000 MN Historical Society grant and \$25,000 city match.

CITY MANAGER’S REPORT

Dragonfest: Public Works has been preparing the city for Dragonfest events this weekend. They are possibly mosquito spraying one night this week if the weather allows.

MAYOR/COUNCIL REPORTS

Chamber: Block party was successful for the Madison Baseball Association and the new ambassadors were announced: Kayla Jahn, Madison Ambassador and Harper Omland, Madison Junior Ambassador.

Prairie Arts Center: A ribbon cutting is being planned on Thursday night in conjunction with the first play in the theater since new ownership.

DISBURSEMENTS

Upon motion by Volk, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between June 27 and July 10, 2023. These disbursements include United Prairie Check Nos. 64718-64768. Debit card and ACH transaction Nos. 6236-6251 were also approved as listed.

There being no further business, upon motion by Volk, seconded by Meyer and carried, meeting adjourned at 5:34 p.m.

Greg Thole - Mayor

ATTEST:

Christine Enderson – City Clerk

REVENUE & EXPENSE REPORT
CALENDAR 6/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	363,293.47	1,107,230.06	1,886,180.00	778,949.94
	TOTAL EXPENSES	120,030.29	1,088,957.10	1,886,180.00	797,222.90
	GENERAL TOTAL	243,263.18	18,272.96	.00	18,272.96-
	TOTAL REVENUE	6,598.87	74,389.49	137,500.00	63,110.51
	TOTAL EXPENSES	1,920.57	62,819.23	135,800.00	72,980.77
	AMBULANCE TOTAL	4,678.30	11,570.26	1,700.00	9,870.26-
	TOTAL REVENUE	1,604.85	43,189.79	18,500.00	24,689.79-
	TOTAL EXPENSES	72.50	990.06	.00	990.06-
	SCDP GRANT REVOLVING LOAN TOTA	1,532.35	42,199.73	18,500.00	23,699.73-
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	SCDP GRANT 2017 ADMIN TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	29,559.73	53,609.38	100,948.00	47,338.62
	TOTAL EXPENSES	2,502.15	40,412.67	91,858.00	51,445.33
	EDA TOTAL	27,057.58	13,196.71	9,090.00	4,106.71-
	TOTAL REVENUE	177.43	653.10	.00	653.10-
	TOTAL EXPENSES	.00	.00	.00	.00
	EDA REVOLVING LOAN FUND TOTAL	177.43	653.10	.00	653.10-
	TOTAL EXPENSES	.00	.00	.00	.00

REVENUE & EXPENSE REPORT
CALENDAR 6/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	EDA DOWNPAYMENT LOAN TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	.00	.00	16,000.00	16,000.00
	TOTAL EXPENSES	.00	.00	.00	.00
	SEWR SYSTEM REPLACEMENT TOTAL	----- .00	----- .00	----- 16,000.00	----- 16,000.00
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE DEBT TOTA	----- .00	----- .00	----- .00	----- .00
	TOTAL REVENUE	63,168.91	91,706.48	338,872.00	247,165.52
	TOTAL EXPENSES	60,648.75	60,648.75	314,423.00	253,774.25
	INFRA. REPLACE. DEBT SERV TOTA	----- 2,520.16	----- 31,057.73	----- 24,449.00	----- 6,608.73-
	TOTAL REVENUE	117,201.65	124,444.52	401,546.00	277,101.48
	TOTAL EXPENSES	.00	102,242.50	379,291.00	277,048.50
	2015 GO REFUNDING DS TOTAL	----- 117,201.65	----- 22,202.02	----- 22,255.00	----- 52.98
	TOTAL REVENUE	.00	.00	147,610.00	147,610.00
	TOTAL EXPENSES	10,181.25	141,087.50	141,085.00	2.50-
	2016 GO REF/WT REV DS TOTAL	----- 10,181.25-	----- 141,087.50-	----- 6,525.00	----- 147,612.50
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	.00	.00	.00	.00
	FTTP PROJECT FUND TOTAL	----- .00	----- .00	----- .00	----- .00

REVENUE & EXPENSE REPORT
CALENDAR 6/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	.00	.00	.00
	TOTAL EXPENSES	6,901.14	179,167.89	100,000.00	79,167.89-
	UTIL EXT PROJECT FUND TOTAL	----- 6,901.14-	----- 179,167.89-	----- 100,000.00-	----- 79,167.89
	TOTAL EXPENSES	.00	.00	.00	.00
	2009 GO TEMP IMPROVE PROJ TOTA	----- .00	----- .00	----- .00	----- .00
	TOTAL REVENUE	18,990.26	40,920.26	32,500.00	8,420.26-
	TOTAL EXPENSES	37,190.00	51,553.30	37,500.00	14,053.30-
	CULTURE & REC CAP. FUND TOTAL	----- 18,199.74-	----- 10,633.04-	----- 5,000.00-	----- 5,633.04
	TOTAL REVENUE	.00	.00	129,100.00	129,100.00
	TOTAL EXPENSES	3,547.54-	7,145.88	75,000.00	67,854.12
	BLDG & EQUIP CAP. FUND TOTAL	----- 3,547.54	----- 7,145.88-	----- 54,100.00	----- 61,245.88
	TOTAL REVENUE	.00	.00	90,000.00	90,000.00
	TOTAL EXPENSES	.00	29,595.00	65,000.00	35,405.00
	STREETS CAPITAL FUND TOTAL	----- .00	----- 29,595.00-	----- 25,000.00	----- 54,595.00
	TOTAL REVENUE	67,937.62	335,117.45	688,865.00	353,747.55
	TOTAL EXPENSES	74,515.42	318,113.85	873,904.00	555,790.15
	WATER TOTAL	----- 6,577.80-	----- 17,003.60	----- 185,039.00-	----- 202,042.60-
	TOTAL REVENUE	49,484.61	259,820.40	527,300.00	267,479.60
	TOTAL EXPENSES	122,260.03	417,732.25	758,266.00	340,533.75
		-----	-----	-----	-----

REVENUE & EXPENSE REPORT
CALENDAR 6/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	SEWER TOTAL	72,775.42-	157,911.85-	230,966.00-	73,054.15-
	TOTAL REVENUE	24,881.48	147,471.22	288,950.00	141,478.78
	TOTAL EXPENSES	20,024.33	131,076.71	287,519.00	156,442.29
	SANITATION TOTAL	4,857.15	16,394.51	1,431.00	14,963.51-
	TOTAL REVENUE	136,961.18	775,332.82	1,555,346.98	780,014.16
	TOTAL EXPENSES	108,857.80	1,156,121.04	1,630,360.00	474,238.96
	ELECTRIC UTILITY TOTAL	28,103.38	380,788.22-	75,013.02-	305,775.20
	TOTAL REVENUE	13,283.44	79,678.57	159,750.00	80,071.43
	TOTAL EXPENSES	9,410.60	55,854.58	247,454.00	191,599.42
	STORM SEWER TOTAL	3,872.84	23,823.99	87,704.00-	111,527.99-
	TOTAL REVENUE	48,202.18	245,567.40	466,000.00	220,432.60
	TOTAL EXPENSES	50,714.04	242,779.87	464,822.00	222,042.13
	LIQUOR TOTAL	2,511.86-	2,787.53	1,178.00	1,609.53-
	TOTAL REVENUE	15,390.00	92,356.18	185,000.00	92,643.82
	TOTAL EXPENSES	102,706.61	238,014.09	226,542.00	11,472.09-
	EASTVIEW APARTMENTS TOTAL	87,316.61-	145,657.91-	41,542.00-	104,115.91
	TOTAL REVENUE	.00	395.00	160,000.00	159,605.00
	TOTAL EXPENSES	.00	.00	42,000.00	42,000.00
	RESERVE TOTAL	.00	395.00	118,000.00	117,605.00

REVENUE & EXPENSE REPORT
CALENDAR 6/2023, FISCAL 6/2023

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	REVENUE & EXPENSE FUND SUMMARY	232,347.74	852,430.15-	427,036.02-	425,394.13

CITY COUNCIL CHECKLIST

7/21/2023

ITEM	DATE	ADDRESSED BY	RESPONSIBLE TO COMPLETE	Progress Notes	COMPLETE
Recreation Facility	5/2/2017	EDA	CM, Conroy	On hold - will require additional community engagement	completed
Fiber Grant	9/26/2022	Meyer	CM, committee	Approve Pay Ap #5	
MNDOT 2023	5/11/2015	Zahrbock	CM, Engineer	Review Timeline	
Downtown Renovation Fund	1/1/2022	Meyer	CM,	Mainstreet Forfeited Property	
EDA CIP Program	1/1/2022	EDA	EDA	5 awards for 2023	
Downtown Open Space-Block 48	9/19/2022	Conroy	CM EDA		
Daycare Performance/EDA Appropriation	9/1/2017	EDA	Community	Schedule Meeting with Director	
May 12, 2022 Storm	5/12/2022	Council	CM, EM	Grandstand Claim Remains	
Infrastructure North Expansion	9/1/2021	Council	CM, council	Plans Approved by MDH and MPCA	
City Hall Restoration and Maintenance	6/1/2017	Council	CM, BM	Window Restoration Underway, Preapplication submitted 7/21/23	
Tennis/Basketball Courts	7/2/2021	Conroy	CM, Parks	DNR grant not awarded	
Carneige Library Roof	1/1/2022	Parks	Manager	USDA Award Documentatin Received - Waiting on SHPO Memo	
Grand Theatre Projector	1/23/2023	Maynard	CM, council	Projector and Future Operations	
Welcome Sign School Pride State Champ	8/20/2022	Zahbrock	CM, PZ, AC	School delay	

**CITY OF MADISON, MINNESOTA
RESOLUTION 23-35**

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

**RESOLUTION RESERVING & DESIGNATING UNRESERVED, DESIGNATED AND RESERVED
FUND BALANCE**

WHEREAS, the City Council is determining the “reservation” and “designation” of fund balance and retained earnings.

THEREFORE, BE IT RESOLVED that the City Council of the City of Madison, Lac qui Parle County, Minnesota is hereby ordering the reservation of funds effective December 31, 2022:

<u>Fund</u>	<u>Description</u>	<u>Reserve</u>
101 General	Unreserved/Designated for Working Capital	\$943,090.00
201 Ambulance	Unreserved/Designated for Working Capital	\$22,637.00
601 Water	Unreserved/Designated for Working Capital	\$145,679.00
602 Sewer	Unreserved/Designated for Working Capital	\$126,402.00
603 Sanitation	Unreserved/Designated for Working Capital	\$47,929.00
604 Electric	Unreserved/Designated for Working Capital	\$271,781.00
605 Storm Sewer	Unreserved/Designated for Working Capital	\$41,250.00
609 Liquor	Unreserved/Designated for Working Capital	\$77,485.00
614 Eastview	Unreserved/Designated for Working Capital	\$37,764.00
Total Unreserved/Designated for Working Capital		\$1,714,017.00
201 Ambulance	Reserved for Cap Projects/Purchases	\$300,000.00
601 Water	Reserved for Cap Projects/Purchases	\$300,000.00
602 Sewer	Reserved for Cap Projects/Purchases	\$300,000.00
604 Electric	Reserved for Cap Projects/Purchases	\$545,951.00
605 Storm Sewer	Reserved for Cap Projects/Purchases	\$250,000.00
609 Liquor	Reserved for Cap Projects/Purchases	\$20,000.00
Total Reserved for Capital Projects/Purchases		\$1,715,951.00

BE IT FURTHER RESOLVED that the City Council of the City of Madison, Lac qui Parle County, Minnesota does hereby authorize the adoption and implementation of this resolution and amends prior resolutions on file with the city clerk’s office.

Upon vote taken thereon, the following voted

For:
Against:
Absent:

Whereupon said Resolution No. 23-35 was declared duly passed and adopted this 24th day of July, 2023.

Greg Thole, Mayor

Attest: _____
Val Halvorson, City Manager

July 19, 2023 (VIA E-MAIL)

Ms. Val Halvorson
City Manager
City of Madison, Minnesota

**Re: Award Recommendation
Wastewater Treatment Plant Generator
City of Madison, Minnesota
DGR Project No. 429002**

Dear Val:

We have completed our review of the bid that was received on July 18, 2023 for the subject project. A bid summary form and detailed tabulation are included with this letter. We will be sending a copy of the bid summary to all planholders.

Only one (1) responsive bid was received; the bidder provided bids for both the base bid and the alternate-adder for a 5-year warranty for the generator. The bid received from Meier Electric of Marshall, Minnesota had a base bid price of \$191,400.00 and a price of \$1,800.00 for the additional 5-year warranty for the generator, for a total bid price of \$193,200.00. Meier Electric has successfully completed a project for us in the past. Additionally, Meier Electric's bid includes a generator manufactured by Kohler. We are familiar with Kohler generators, and we know of no reason why both Kohler and Meier Electric would not perform well on this project. We therefore recommend that you award the contract for the base bid and the 5-year generator warranty to Meier Electric Inc. of Marshall, for a total price of \$193,200.00. The City Council should make this award contingent on an acceptable PFA grant amount being awarded.

Please pass our recommendation on to the City Council and let us know when this contract has been awarded. We will then proceed with processing the Contract Documents. Feel free to contact us with any questions you or the City Council may have.

Best Regards,

DGR Engineering



Andy Koob, P.E.

Enclosures: Bid Summary and Tabulation

BID SUMMARY

**WASTEWATER TREATMENT PLANT GENERATOR
CITY OF MADISON, MINNESOTA**



1302 South Union Street
Rock Rapids, Iowa 51246
DGR Project No. 429002

**Bid Letting: July 18, 2023
1:30 PM
City Offices
Page 1 of 1**

BIDDER AND ADDRESS	BID SECURITY	BASE BID	ADDER FOR 5-YEAR GENERATOR WARRANTY	TOTAL WITH ADDER	COMMENTS
Meier Electric Inc. of Marshall 1004 W. Main St., PO Box 455 Marshall, MN 56258	10% Bid Bond	\$191,400.00	\$1,800.00	\$193,200.00	Generator Manufacturer: Kohler

BID TABULATION

WASTEWATER TREATMENT PLANT GENERATOR
 CITY OF MADISON, MINNESOTA
 DGR Project No. 429002
 Bid Letting: July 18, 2023 - 1:30 PM



BASE BID			Meier Electric Inc.	
			Bid Security: 10% Bid Bond	
Unit No.	Name and Description of Construction Unit	No. of Units	Labor & Materials	Ext. Price L & M
E1	Diesel generator, 300 kW with sound enclosure and sub-base fuel tank (ea.)	1	\$99,700.00	\$99,700.00
E2	Generator foundation (ea)	1	44,000.00	44,000.00
E3	Electrical construction, testing, and commissioning (as req'd.)	1	47,700.00	47,700.00
TOTAL BASE BID:			<u>\$191,400.00</u>	
ALTERNATE - ADDER				
A1	Adder for five (5) year warranty for diesel generator (as req'd.)	1	\$1,800.00	\$1,800.00
TOTAL ALTERNATE - ADDER:			<u>\$1,800.00</u>	

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- 37005-23-021

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 Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 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 3rd 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): September 17, 2023

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 devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>City of Madison</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>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.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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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: 7-11-2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Rev. Brian W. Oestreich

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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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 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.

<p>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</p>	<p>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-</p>	<p>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.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

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: Lac qui Parle Pheasants Forever Chapter #40 Previous Gambling Permit Number: X- 37003-23-014

Minnesota Tax ID Number, if any: 4874648 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 2227 350th St

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

Name of Chief Executive Officer (CEO): Ethan Streich

CEO Daytime Phone: 320-305-0459 CEO Email: streichet2@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

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 Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 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): Madison VFW

Physical Address (do not use P.O. box): 710 W 2nd 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): 02/03/2024

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

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

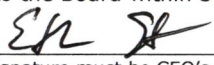
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

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	COUNTY APPROVAL for a gambling premises located in a township
<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> 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). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: _____	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
<p>The city or county must sign before submitting application to the Gambling Control Board.</p>	<p>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.)</p> 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:  Date: 07/17/23
(Signature must be CEO's signature; designee may not sign)

Print Name: Ethan Streich

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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<p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>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.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <p>_____ 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.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.

Estimate

Joe Riley Construction, Inc.
 P.O. Box 379—Morris, MN 56267
 Ph. 320.589.5222—Morris
 Ph. 320.634.1965—Glenwood, MN 56334
 Fax. 320.634.3535



- Sand & Gravel Products
- Parking Lots
- Driveways
- Streets & Roads
- Overlays & Patching

PROPOSAL SUBMITTED City of Madison	PHONE Kent 320 905 5446	7/19/2023
STREET	JOB NAME Asphalt Patching	
CITY, STATE, ZIP CODE Madison, MN 56256	JOB LOCATION Various locations in Madison, MN	

We hereby submit specifications & estimates for: Asphalt Patching

Project #1, 2 asphalt patches on city streets totaling 74 square yards, items to be completed:
 Sawcut the edges of the existing asphalt in the area to be paved as necessary.
 Remove and dispose of sufficient material so that 5 inches of asphalt can be paved.
 Shape the existing gravel base in preparation of paving new asphalt.
 Pave the 2 areas totaling 74 square yards with 5 inches of compacted bituminous asphalt grade SPWEB240B.
 The paving is to be completed in 2 lifts.

Total estimate to complete the above listed items pertaining to project #1 – \$6,600.00

Project #2, asphalt patch at the Wastewater Treatment Plant totaling 62 square yards, items to be completed:
 Sawcut the edges of the existing asphalt in the area to be paved as necessary.
 Remove and dispose of sufficient material so that 5 inches of asphalt can be paved.
 Shape the existing gravel base in preparation of paving new asphalt.
 Pave the 62 square yard area with 5 inches of compacted bituminous asphalt grade SPWEB240B.
 The paving is to be completed in 2 lifts.

Total estimate to complete the above listed items pertaining to project #2 - \$4,550.00

Please let me know if there are any questions.

Thank you.

Greg Graves
 Joe Riley Construction, Inc.
 320 287 1916

~~We~~ **Propose** hereby to furnish, material, and labor—complete it accordance with above specifications, for the sum of:

Payment to be made ON COMPLETION OF PROJECT _____ Dollars
 Authorized Greg Graves
 Signature _____
 Note: This proposal may be withdrawn if not accepted within _____30_____ days.

Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
 Signature _____
 Date of Acceptance: _____ Signature _____



50 E. RiverCenter Blvd., Suite 850
Covington, KY 41011-1683
Tel: 859.331.2838 | Fax: 513.381.6613
taftlaw.com

Robert A. Bilott
513.357.9638
Bilott@taftlaw.com

July 13, 2023

VIA E-MAIL

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

**Re: PFAS Contamination Litigation
ATTORNEY-CLIENT PRIVILEGED/ATTORNEY WORK PRODUCT**

Dear Ms. Halvorson:

Taft is part of a team of law firms that is representing water providers, airports, and other governmental entities all across the country with respect to damages caused by contamination of drinking water supplies and property with PFAS “forever chemicals.” Our team is currently pursuing those claims against 3M, DuPont, and other manufacturers of the PFAS chemicals and aqueous fire-fighting foam (“AFFF”) that contained PFAS. Each client has retained us on a contingency fee basis where our team covers all costs associated with the litigation and bears the risk of loss if a case is not successful. The ultimate goal of this litigation is to hold the companies that actually created these materials and profited from their use financially responsible for the damages they caused – and not have those costs pushed onto taxpayers, ratepayers, or other victims of this contamination. Our legal team currently represent well over 120 public water suppliers, airports, and other governmental entities throughout the country in connection with such claims. Many of these cases have been transferred into the AFFF multi-district proceedings pending in federal court in South Carolina (the “AFFF MDL”), which members of our team are leading.

You may have seen the recent news reporting that settlements have been announced in the AFFF MDL with DuPont-related companies and 3M, valued collectively at up to approximately \$13.7 Billion. These two settlements would address the claims of public water providers only and only as to these particular defendants. Other types of claims in the AFFF MDL (such as claims for property damage at airports) would not be

impacted and claims against the remaining defendants would also not be impacted. Moreover, even as to public water provider claims, the two proposed settlements have not yet been finalized and it remains of utmost importance for any water provider who has not yet filed a case to evaluate and understand how filing a case now could maximize and preserve potential recoveries under these settlements. Although the two proposed settlements are complex and there are many nuances to consider, even water providers who have not yet sampled for PFAS (or believe that their PFAS levels are below current “standards”) should be considering how to participate in order to best preserve their claims and relative position with respect to the settlement funds.

As explained in more detail below, our legal team is uniquely positioned to assist you in evaluating and assessing the filing of a case for PFAS damages, and to assist you in maximizing your potential recoveries under the two current settlements and any future resolutions within the context of the AFFF MDL. Our law firm has been working on these PFAS issues for almost 25 years and our legal team is currently leading the litigation and settlement efforts on these issues nationwide. Please do not hesitate to contact me at bilott@taftlaw.com or at 513-357-9638 to set up a meeting or further discussion with members of the team.

A. Overview of PFAS Litigation Against 3M and DuPont

Given the scope of the PFAS contamination throughout the United States and the fact that those responsible for the contamination are some of the largest chemical companies in the country, Taft is working with the following four law firms to collectively represent our clients in litigation against the parties responsible for the PFAS contamination of public drinking water supplies and properties:

- SL Environmental Law Group, PC (San Francisco, CA, Concord, NH);
- Law Office of Kevin Madonna, PLLC (Hurley, NY);
- Douglas & London, P.C. (New York, NY);
- Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A. (Pensacola, FL);

The majority of our legal team has worked together for over a decade and brings unmatched experience and results related to PFAS litigation against 3M and DuPont – the primary defendants in PFAS lawsuits – as well as litigation on behalf of public water suppliers, airports, and governmental entities in general. Our team includes the only lawyers in the country to have tried multiple PFAS cases successfully, and, in fact, has tried three with tremendous results. Together, we have developed an extensive and unmatched library of documents from 3M and DuPont that cannot be replicated by anyone

else, including 3M and DuPont themselves, as the companies have “lost” many of these documents over the past twenty-five years. The evidence uncovered through our team’s prior litigation demonstrates 3M and DuPont knew PFAS was harmful, they purposefully manipulated and used inadequate scientific studies to support their position that PFAS was supposedly harmless, and they provided false information to the public about the dangers of PFAS. The information we uncovered was so shocking to the public conscience that a documentary (*The Devil We Know*) and a full-length feature film (*Dark Waters*) were made about our litigation efforts to hold DuPont responsible for the damage it has caused from its use and manufacture of PFAS.

As highlighted in both of these movies, 3M and DuPont are not the innocent victims of evolving science who created a product decades ago with the best of intentions and who are now being held to what 3M and DuPont might refer to as an unfair legal standard based on hindsight. To the contrary, 3M and DuPont both knew decades ago that PFAS was toxic, knew that PFAS is biopersistent, and knew that PFAS bioaccumulates in human tissue. Despite this knowledge, both 3M and DuPont engaged in sophisticated campaigns to distort the science around PFAS and to manipulate regulatory agencies at the expense of human health and the environment.

Nevertheless, our team brought DuPont to justice not once, but three times, with two juries awarding punitive damages based on DuPont’s malicious conduct. Our legal team is committed to holding 3M and DuPont responsible for damage they caused and forcing them to internalize the cost of introducing their toxic chemicals into the stream of commerce, instead of forcing the public to subsidize the external costs associated with their toxic PFAS. The goal of the litigation is to force the makers of these PFAS materials, including 3M and DuPont, to pay for all the damage they caused, including the cost of treating and filtering public water supplies and addressing any property damage, and prevent these costs from being shifted to the public.

Members of our legal team are currently leading the ongoing litigation to address PFAS contamination across the United States linked to AFFF, which has been consolidated into the AFFF MDL in South Carolina. Members of our team not only lead various litigation committees, but also serve as national Advisory Counsel and Co-Lead Counsel for all plaintiffs in the litigation. Several of our legal team members also served as lead trial counsel in the first drinking water case that was proceeding to trial in the AFFF MDL (the case for Stuart, Florida), when the settlements with both DuPont and 3M were announced. Our team members took a lead role in negotiating those settlements and will be overseeing implementation of those settlements moving forward, as well as the continuing litigation against the remaining defendants.

B. Our Legal Team’s PFAS Experience is Unmatched

1. Taft Stettinius & Hollister LLP

Our legal team's PFAS experience began nearly twenty-five years ago when Rob Bilott from Taft filed the first case in the country that resulted in the discovery and public disclosure of PFAS in drinking water supplies for approximately 70,000 people in West Virginia and Ohio attributable to DuPont. Rob's discovery led to the 2001 filing of the nation's first case on behalf of individuals exposed to PFAS in their drinking water. Rob and Taft helped negotiate and obtain a class settlement in 2004 that secured benefits for the class valued in excess of \$300 million, including water filtration systems for impacted private and public water supplies in West Virginia and Ohio, blood testing of 69,000 people, and eventual medical monitoring and establishment of general causation findings for personal injury claims.

Rob and Taft led additional litigation against DuPont in New Jersey arising from PFAS contamination of water supplies that resulted in a 2011 settlement that provided clean water to residents. Rob and Taft also led what became the first PFAS litigation in the country against 3M (initiated through a court case in Minnesota filed in 2005) during which dozens of 3M witnesses and experts were deposed and additional documents were collected and reviewed. He also assisted the Minnesota Attorney General's Office with its case against 3M related to state-wide PFAS contamination, which settled in 2017 for \$850 million.

In 2013, Rob and Taft, together with team members Douglas & London, Levin Papantonio, and Kennedy & Madonna, filed litigation against DuPont on behalf of approximately 3,500 individuals who contracted kidney and testicular cancer and other injuries from drinking water that was contaminated with PFAS from DuPont's West Virginia Washington Work's plant. These cases were consolidated into a multi-district litigation proceeding in the Southern District of Ohio where Rob Bilott and Mike London of the Douglas & London law firm served as Co-Lead Counsel (the "C8 MDL"). During the C8 MDL, which includes over 5200 docket entries, the legal team took 67 depositions and litigated issues that resulted in twenty-four case management orders, forty-seven pretrial orders, twelve discovery orders, twenty-nine dispositive motions orders, twenty-four evidentiary (*Daubert*) motions orders, and rulings on 142 motions *in limine*. After four years of litigation, including three trials by our team that resulted in verdicts in favor of each individual plaintiff of \$1.8 million, \$5.6 million and \$12.8 million (including punitive damages in the last two trials), a global resolution was reached of the then-pending cases for \$670.7 million. A few years later, additional cases were settled in the C8 MDL for another \$83 million, resulting in total recoveries to date in excess of \$753 million.

In 2017, Rob Bilott received the international "Right Livelihood Award" (commonly known as the "Alternative Nobel Prize") for his decades of work on PFAS issues. The documentary, *The Devil We Know* (2018), feature film, *Dark Waters* (2019), and book, *Exposure: Poisoned Water, Corporate Greed, and One Lawyer's Twenty-Year Battle Against DuPont* (2019), were based on Rob's and our legal team's work on these PFAS issues.

Since 2018, Rob Bilott has been serving as national Advisory Counsel to the Plaintiffs' Executive Committee in the AFFF MDL, and as Co-Chair of the Science Committee. Taft is currently working with members of the legal team representing well over 120 water providers, airports, states, and others in the ongoing AFFF MDL. In 2021, Rob and Taft served as Co-Class Counsel for plaintiffs in connection with the first case to be settled within the context of the AFFF MDL, where an AFFF manufacturer, Tyco, agreed to pay \$15 million to resolve both property damage and medical monitoring claims of a couple dozen individuals impacted by PFAS contamination of private drinking water wells originating from a fire training facility in Wisconsin.

2. SL Environmental Law Group, PC

San Francisco-based SL Environment's ("SL") practice is limited to representing public agencies in groundwater contamination cases. SL has represented over forty public water suppliers, including successfully litigating two cases to trial – one on behalf of the State of New Hampshire and one on behalf of New York City. Collectively, SL has recovered more than \$1 billion for its clients and has represented dozens and dozens of public water suppliers across the country.

3. Law Office of Kevin Madonna, PLLC

Kevin Madonna's practice is also limited to litigating environmental cases. In addition to leading briefing efforts in the C8 MDL, Kevin and his predecessor firm, Kennedy & Madonna, recovered \$96 million for the environmental contamination of a community in Pensacola, Florida, \$25 million for a public water supplier in Michigan, and received a jury verdict of \$396 million against DuPont for poisoning a West Virginia community. Kevin and his firm also represented a northern New Jersey state-recognized Indian tribe in a high-profile case against Ford Motor Company. That case resulted in the eventual relisting of the site on the national Superfund list (the first time in the program's history) after it had been declared "clean" by EPA more than fifteen years ago. Kevin's firm's litigation efforts on behalf of the tribe were chronicled in an HBO documentary titled, *Mann v. Ford*.

4. Douglas & London, P.C.

Over the last two decades, Douglas & London ("DL") has focused its practice on personal injury, mass tort, consumer class action, and environmental exposure litigation. In prosecuting these cases, the firm's co-founding partners have served in leadership roles as well as trial counsel in some of the largest national multidistrict litigations in the country. In the C8 MDL, Gary Douglas served as co-lead trial counsel in the first two trial cases and lead counsel in the third case, securing a total combined award of more than \$20 million for the three plaintiffs. Michael London served as the lead negotiator for settlement in the C8 MDL, successfully negotiating over \$753 million in settlements with

DuPont. Michael currently serves as Co-Lead Counsel in the AFFF MDL and helped lead the recent settlements announced with DuPont and 3M for public water providers – the largest drinking water settlements in US history. Gary served as lead trial counsel in the first drinking water case (for Stuart, Florida) that was proceeding to trial in the AFFF MDL right before these settlements were announced. Various DL attorneys serve in other leadership positions in the AFFF MDL as well, including the Science and Law and Briefing Committees. Mr. London has served as either co-lead or liaison counsel in eight complex litigations that were resolved efficiently through overall settlements, with the resolutions accomplished in the span of eighteen to forty-seven months.

5. Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A.

The Levin Papantonio (“LP”) firm is recognized as one of the top litigation firms in the country. Its team of over thirty attorneys has been litigating personal injury and products liability cases since its inception in 1955. Over the last twenty years, the firm has developed a sophisticated mass torts and products liability department that is one of the most well recognized in the country. Members of the firm have served on Plaintiffs’ Steering Committees and/or Plaintiffs’ Executive Committees in over twenty MDL’s across the nation, including in the C8 MDL and AFFF MDL. LP focuses on all aspects of trial preparation for our PFAS cases including working up expert reports, organizing discovery, taking depositions, organizing trial exhibits and drafting and defending motions in limine and Daubert motions. LP attorneys also served as trial counsel in all three of our PFAS cases that have gone to trial in the C8 MDL, and served as trial counsel (with DL) in the first drinking water case that was proceeding to trial in the AFFF MDL before settlements with DuPont and 3M were announced. LP attorneys also served in leadership positions in various committees in the C8 MDL and AFFF MDL, including the Plaintiffs’ Executive/Steering Committees.

C. The Legal Team’s Other PFAS Experience

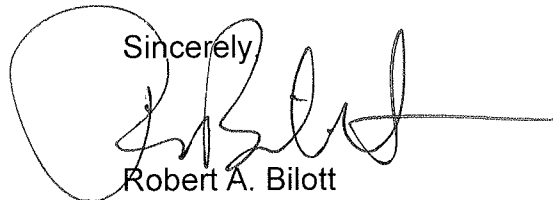
In addition to this team’s unique litigation skills, our team also has knowledge of PFAS that was developed across two decades of litigation against 3M and DuPont. Our efforts include the analysis of countless documents (encompassing many millions of pages), taking the depositions of dozens of DuPont and 3M representatives, the preparation of dozens of expert reports (and access to many other experts, including many of the world’s leading scientific experts), and the culmination of three successful trials. There are simply no other attorneys who have a better grasp of the evidence at issue in these cases. As such, our legal team can streamline discovery regarding 3M and DuPont’s knowledge and egregious conduct, which will substantially accelerate our clients’ cases. For example, many of the documents and materials uncovered by Taft in our earlier litigation against 3M in Minnesota were used by the State of Minnesota’s Attorney General in its motion to amend its complaint to include punitive damages in its

Val Halvorson
July 13, 2023
Page 7

case against 3M, which resulted in a settlement three months after the motion and exhibits were filed. Many of these same documents from DuPont and 3M have been used in the current AFFF MDL litigation in which the recent approximately \$1.2 billion settlement with DuPont and additional up to \$12.5 billion proposed settlement with 3M have been announced.

As noted above, our legal team is currently pursuing legal claims against 3M and DuPont (and others) on behalf of various water providers, airports, and other governmental clients across the country for damages caused by PFAS contamination. Each client has retained us on a contingency fee basis where our team covers all costs associated with the litigation and bears the risk of loss if a case is not successful. Again, the goal of this litigation (including the AFFF MDL) is to hold the companies which profited from the use of PFAS financially responsible for the treatment costs rather than ratepayers. We Look forward to assisting you with evaluating how you may be able to join this litigation and best position yourself with respect to any settlements.

Please let me know if you would like additional information.

Sincerely

Robert A. Bilott

RAB

**CITY OF MADISON, MINNESOTA,
LEGAL SERVICES AGREEMENT**

I. INTRODUCTION

A. RECITALS.

1. City of Madison, Minnesota, (“Client”) is committed to delivering clean drinking water to its citizens and protecting its property interests. Client is also committed to identifying responsible parties and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of contamination.

2. Taft Stettinius & Hollister, LLP; Law Office of Kevin Madonna, PLLC; SL Environmental Law Group PC; Douglas & London, P.C.; Levin, Papantonio, Rafferty, Proctor, Buchanan, O’Brien, Barr, Mougey, P.A. (collectively the “Firms”) have joined together to assist public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances (“PFAS”). The Firms are experienced both in PFAS litigation and in the representation of public entities and water suppliers in cases involving groundwater and property contamination.

3. The purpose of this Legal Services Agreement (“LSA” or “Agreement”) is (i) to enter into an attorney-client relationship between Client and the Firms (collectively, the “Parties”) for the purpose of investigating and assessing potential claims arising out of the presence of contaminants in water sources affecting Client’s water systems and/or Client’s other property; and (ii) to provide for the terms and conditions for the representation of Client in any civil action that may be filed in the appropriate court and any proceeding by writ or appeal related to that action filed on behalf of Client by the Firms (“Legal Action”).

II. INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS

A. PRE-LITIGATION SCOPE OF SERVICES.

1. ***Contaminants.*** Client is concerned about the potential presence of one or more PFAS compounds (the “Contaminants” or “Contamination”) in its drinking water or property. The engineering, construction, and operation and maintenance of systems to treat contamination in affected drinking water sources and/or remediate property will result in significant financial costs to Client.

2. ***Investigation.*** Client has retained the Firms to assist Client in investigating the potential presence of the Contaminants throughout its system and potential sources of the Contamination, evaluate the potential to recover the costs associated with the Contamination, provide advice, and represent Client in any Legal Action against parties potentially responsible for the Contamination.

B. PRE-LITIGATION COSTS AND FEES.

1. ***Client.*** All costs associated with Client’s pre-litigation investigation of the Contaminants, including those associated with water and soil sampling, laboratory testing

and engineering expenses shall be paid directly by Client. For the avoidance of doubt, nothing contained herein shall obligate Client to incur any costs to investigate the Contaminants beyond what it has already expended.

2. **The Firms.** All costs and fees incurred by the Firms during any pre-litigation investigation shall not be charged to Client nor recoverable by the Firms against Client under this Agreement.

3. **Other.** Nothing contained herein should be interpreted to preclude seeking recovery of such fees and costs incurred by either Party as part of any Legal Action that may be filed pursuant to this Agreement. In addition, if the Firms file any Legal Action, the Firms may use the time incurred for any investigation contemplated herein to support the reasonableness of this Agreement.

C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS. Client is retaining the Firms, not any particular attorney, and attorney services to be provided to Client shall not necessarily be performed by any particular attorney.

D. DESIGNATION. Client designates _____ as its authorized representative to direct the Firms and to be the primary individual to communicate with the Firms regarding the subject matter of its representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firms and other representatives of Client. Client may designate additional authorized representatives at its discretion.

III. LITIGATION SERVICES

A. LITIGATION SERVICES TO BE PROVIDED.

1. **Inclusions.** It is the intent of the Parties that the Firms shall represent Client in a civil action for damages in the appropriate court as well as in any proceeding by writ or appeal related to that action. The legal services to be provided by the Firms consist of representation of Client with respect to:

a. The contamination of water sources used for drinking water and/or soil by the Contaminants or other contaminants identified during the investigation stage described in Section II of this Agreement, as approved by Client and the Firms.

b. Claims and/or actions for damages sustained by Client as a result of actual or threatened conduct relating to contamination of water sources used for drinking water, the loss of use of such source water, and any past, present, and future costs incurred to remove the Contaminants from drinking water, source water and/or soil, and any related appeals in such actions.

2. **Retention; Filing of Legal Action.** The filing of any Legal Action pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating Client to retain the Firms in connection with any Legal Action or obligating the Firms to file a Legal Action on behalf of Client.

B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

1. **Exclusions.** Legal services that are not to be provided by the Firms under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any administrative or governmental agency, department or board. However, at Client's election, the Firms shall appear at such administrative proceedings to protect Client's rights to pursue any Legal Action filed pursuant to this Agreement, without Client being assessed any additional attorneys' fees in connection with such appearance.

b. Defending any legal action(s) against Client commenced by any person, with the exception of any cross-complaints, counterclaims, or other third-party claims filed in a Legal Action pursuant to this Agreement.

c. Defending any claim against Client for unreasonable use of water and/or waste of water.

d. Defending any action concerning water rights.

2. **Additional Legal Services.** If Client wishes to retain the Firms to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firms and Client shall be required.

3. **Non-PFAS Legal Services.** This Agreement only applies to PFAS litigation activities and any other/non-litigation activities that one or more of the Firms may already be providing to client, or may provide in the future, is not affected by this Agreement.

C. RESPONSIBILITIES OF ATTORNEY AND CLIENT.

1. **The Firms Responsibilities.** The Firms shall perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. The Firms shall provide status reports to Client on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of Client.

2. **Client Responsibilities.** Client shall cooperate with the Firms and keep the Firms reasonably informed of developments in connection with any Legal Action.

3. **Selection of Experts.** The Firms and Client shall meet and confer regarding selection and retention of experts in the Legal Action. Client shall not unreasonably withhold approval of selection and retention of such experts. Client shall not be required to pay for the selection or retention of experts. These costs will be advanced by the Firms and be reimbursed pursuant to this Agreement only in the event of a recovery.

4. **Settlement.** The Firms shall not settle any Legal Action without the approval of Client. Client shall have the absolute right to accept or reject any settlement. The Firms shall notify Client promptly of the terms of any settlement offer received by the Firms.

5. ***Client Agreement Not to Use, Share, or Disclose the Firms' Work Product Outside the Context of this Legal Action.*** Client agrees that it shall not use or disclose in any legal proceeding, case, or other context of any kind, other than this Legal Action, or share or disclose to any person not a Party to this Agreement, any documents, work product, or other information made available to or to which Client or their counsel acquire access through the Firms or any co-counsel of the Firms, including any fact or expert materials produced and/or generated in any prior discovery proceedings in any litigation involving E. I. du Pont de Nemours and Company, The Chemours Company, and/or the 3M Company, without the express written prior approval and consent of the Firms and all such other co-counsel of the Firms.

D. ATTORNEYS' FEES.

1. ***Contingent Fee.*** The amount the Attorneys shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee ("Contingent Fee"), which shall be thirty-three and one-third percent (33.33%) of/from the Gross Recovery.

2. ***Definitions Relevant to Attorneys' Fees.***

a. "Costs" include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by Client without being either advanced or contributed to by the Firms, include Client's expenses incurred in providing information to the Firms or defendants.

b. "Settlement" refers to any voluntary agreement executed by Client and any third party to this Agreement, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal.

c. "Cash Recovery" means, without limitation, the total monetary amount received by Client in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firms pursuant to this Agreement, including interest of any kind received by Client.

d. "Non-Cash Recovery" means, without limitation, the fair market value of any property delivered to Client, any services rendered for Client's benefit, and any other non-cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of well(s) and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on Client, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firms pursuant to this Agreement.

e. "Present Value" means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.

f. “Reasonable Fees” or “Reasonable Attorney’s Fee” means such fees as is reasonably determined by taking into account the amount of time spent on the Legal Action by the Firms and associate counsel retained by the Firms, the value of that time, the complexity of the Legal Action, the benefit conferred on Client, and the financial risk to the Firms and associate counsel by their agreeing to represent Client in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Gross Recovery or a Gross Recovery that does not fully compensate or reimburse the Firms and associate counsel for their time and advanced Costs.

3. ***Calculation of Non-Cash Recovery.***

a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by Client, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by Client upon the execution of a Settlement or Final Judgment. The value of the services shall be discounted to Present Value.

b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, Client shall provide the Firms with its estimate of the value of the Non-Cash Recovery. The Firms shall promptly respond in writing, indicating whether the firms accept said estimate. If the Firms object to Client’s estimate, the Parties shall proceed as set forth in Section III.G (“Disagreements Concerning Value of Recoveries”). Nothing herein shall impede or restrict Client’s right to include a Non-Cash Recovery in any Settlement, nor the Firms’ right to receive a Non-Cash Recovery.

E. DISTRIBUTION OF PROCEEDS.

1. ***Pay-if-Paid; Option for Advance Payment.*** Receipt of any Gross Recovery by Client is a condition precedent to payment of any portion of the Contingent Fee by Client to the Firms. Undisputed payment(s) of the Contingent Fee owed to the Firms in accordance with Agreement shall be made no later than seven (7) days after receipt by Client of any Gross Recovery. Notwithstanding the foregoing, Client, in its sole and absolute discretion, may choose to pay any Cash Recovery portion of the Contingent Fee prior to receipt of any Gross Recovery by Client (“Advance Payment”). Upon Client’s election to make an Advance Payment, Client shall estimate the amount and timing of outstanding Cash Recoveries, treat all such outstanding payments as constructively received by Client upon the execution of a Settlement or Final Judgment requiring such payments, discount all such payments to their Present Value as of the time of said Settlement or Final Judgment, and pay the Firms the Contingent Fee due on the Present Value of such portion of the Cash Recovery at that time. Nothing herein shall be construed to modify how any amount shall be distributed or the Parties’ remedies in this Agreement upon a dispute over any estimate or amount due under this Agreement.

2. ***Distribution; Revolving Fund.*** The receipt of any Gross Recovery by Client shall be distributed as follows: (i) all unpaid Costs shall be paid, including all Costs advanced by the Firms, which shall be reimbursed, (ii) the Contingent Fee shall be paid until the Firms are paid in

full, and (iii) any remaining amounts shall be paid to Client. Notwithstanding the foregoing, if Client receives a Cash Recovery in a Settlement that is entered while a Legal Action remains pending, and the Cash Recovery is in excess of any unpaid Costs, the unreimbursed Costs advanced by the Firms, and the Contingent Fee, a revolving fund of \$500,000 (“Revolving Fund”) shall be maintained from Client’s share of said Cash Recovery to apply to subsequent Costs incurred as part of the then-ongoing Legal Action. Replenishment of the Revolving Fund shall occur within thirty (30) days of the fund becoming drawn down to \$250,000; however, in no event shall Client be required to replenish the Revolving Fund with monies in excess of Client’s share of the Cash Recovery obtained to date.

Use of Monies Held in Trust. The firms are authorized to apply any funds received on behalf of Client in connection with a Settlement or Final Judgment and held in The Firms’ trust account to the payment of any Costs owed to third parties to this Agreement; provided that for any payments in excess of \$1,000, the Firms shall furnish copies of third-party invoices for Client’s review at least seven (7) days prior to making said payments.

F. REASONABLE FEE IF CONTINGENT FEE UNENFORCEABLE.

1. ***Reasonable Fee.*** In the event of a Final Judgment finding that the Contingent Fee portion of this Agreement is unenforceable for any reason or that the Firms cannot represent Client on a Contingent Fee basis, Client shall pay a reasonable fee for the services rendered.

2. ***Fee Determination.*** The Parties shall use best efforts to negotiate a reasonable fee. If the Parties fail to do so, said fee shall be determined by arbitration proceedings before a mutually agreeable arbitration service, but absent such agreement, before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings born equally by Client and the Firms.

G. COURT-AWARDED AND/OR SETTLEMENT-AWARDED ATTORNEYS’ FEES.

1. ***Duty to Seek Attorneys’ Fees and Costs in Legal Action.*** Client may obtain an award of Attorneys’ Fees and/or Costs in a Final Judgment or Settlement. The Firms agree to seek any such award(s) in any Legal Action it files on behalf of Client.

2. ***Credit for Court-Awarded Fees and Costs.*** Any Attorneys’ Fees or Costs awarded in connection with a Legal Action shall not be considered part of the Gross Recovery for purposes of calculating the Firms’ Contingent Fee but said fees and costs shall be applied as a credit against Client’s obligation to pay the Firms’ Contingent Fee under this Agreement.

3. ***Court-Awarded Fees and Costs in Excess of Contingent Fee.*** Notwithstanding any other provision of this Agreement, if court-awarded Attorneys’ Fees and costs exceed the Contingent Fee to which the Firms would otherwise be entitled under this Agreement, the amounts due to the Firms under this Agreement shall be the court-awarded fees and costs, and Client shall receive all other amounts awarded in a Legal Action.

H. DIVISION OF ATTORNEYS' FEES.

1. ***Division of Fees; Disclosure.*** The Firms may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to Client. Client is informed that, under the Rules of Professional Conduct, such a division may be made only with Client's written consent after a full disclosure to Client in writing that a division of fees shall be made and of the terms of such division. The division of fees and costs between the Firms has been separately provided to Client.

2. ***Retention of Associate Counsel.*** The Firms may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firms shall be subject to Client's approval.

I. COSTS.

1. ***Costs Advanced by the Firms; Interest.*** The Firms shall advance all Costs incurred in connection with the Firms' representation of Client under this Agreement. Costs shall be advanced by the Firms and then paid by Client from any Gross Recovery. Interest at the rate of six percent (6%) per year shall accrue on all Costs advanced by the Firms, from the date of each advance to the date of reimbursement. The Firms shall notify Client of the total amount of Costs advanced every quarter.

2. ***Reimbursement; Risk of Loss.*** The Firms shall be reimbursed for any Costs before any distribution to Client. If there is no Gross Recovery or the Gross Recovery is insufficient to reimburse the Firms in full for Costs advanced, the Firms shall bear the loss for any Costs not reimbursed under this Agreement.

3. ***Defense of Attorneys' Fees and Costs to Third Party.*** Notwithstanding any provision of this Agreement to the contrary, the Firms shall defend Client in any motion seeking an award of Attorneys' Fees or costs against Client in any Legal Action brought under this Agreement. Any costs incurred in such defense shall be treated as Costs for purposes of, and in the manner provided by, this Agreement.

IV. REPRESENTATION OF ADVERSE INTERESTS

A. DISCLOSURE.

1. ***Duty to Disclose; No Conflicts Identified.*** If any of the Firms have a relationship with another party with interests adverse to Client, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firms to disclose that to Client so Client can evaluate whether that relationship causes Client to have any concerns regarding any of the Firms' loyalty, objectivity, or ability to protect Client's confidential information. To the extent required, the Client waives any conflict under applicable Rules of Professional Conduct.

2. ***Representation of Other Clients; Waiver of Potential Conflicts.*** Client understands that currently, and from time to time, the Firms represent other municipalities,

governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firms' practice. Further, Client understands that the Firms represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. Client understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. Client understands that the Firms would not take on this engagement if Client required the Firms to forgo representations like those described above. Client has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firms' current and continuing representation of cities and other water suppliers in similar litigations, because such waiver enables Client to obtain the benefits of the Firms' experience and expertise. Therefore, Client consents that the Firms may continue to handle such work, and may take on similar new clients and matters, without disclosing each such new matter to Client or seeking the consent of Client while representing it. The Firms shall not, of course, take on such other work if it requires the Firms to be directly adverse to Client while the Firms are still representing Client under this Agreement.

V. TERMINATION

A. DISCHARGE OF ATTORNEY.

1. ***Right to Discharge.*** Client may discharge the Firms at any time, with or without cause, by written notice effective when received by the Firms. Client shall have the right to terminate this Agreement with cause upon the Firms breach of this Agreement or its failure to strictly adhere to applicable Rules of Professional Conduct. Unless specifically agreed by the Firms and Client, the Firms shall provide no further services and advance no further Costs on Client's behalf after receipt of the notice. If any or all of the Firms are Client's attorney of record in any proceeding, the Firms shall immediately execute and return a substitution-of-attorney form.

2. ***Reimbursement of Costs; Fees.*** In the event the Firms are discharged without cause before the conclusion of a Legal Action, Client shall (i) reimburse the Firms for any and all Costs advanced by the Firms for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firms, and (ii) upon the conclusion of the Legal Action, pay the Firms a Reasonable Attorneys' Fee for services performed up to the point of the discharge. Nothing herein shall be construed to limit Client's rights and remedies in the event of a discharge of the Firms for cause.

B. WITHDRAWAL OF ATTORNEY.

1. ***Right to Withdraw.*** The Firms may withdraw from representation of Client (i) with Client's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for good cause upon reasonable notice to Client. Good cause includes Client's breach of this Agreement, Client's unreasonable refusal to cooperate with the Firms or to follow the Firms' advice on a material matter, or any other fact or circumstance that would render the Firms' continuing representation unlawful or unethical. Notwithstanding the Firms' withdrawal for good cause, Client shall remain

obligated to pay the Firms and any associated counsel, out of the Gross Recovery, a Reasonable Fee for all services provided and to reimburse the Firms for all reasonable Costs advanced before the withdrawal.

2. **Withdrawal Without Cause.** The Firms may terminate this Agreement at any time, without cause, by giving Client not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination. Where the Firms terminate this Agreement without cause, the Firms shall not be entitled to the recovery of any amount, regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by Client.

VI. MISCELLANEOUS

A. LIEN. Client hereby grants the Firms a lien on any and all claims or causes of action that are the subject of the Firms' Contingent Fee and/or Costs advanced under this Agreement. The Firms' lien shall be for sums owed to the Firms for any unpaid Contingent Fee or Costs at the conclusion of the Firms' services. The lien shall attach to any Gross Recovery Client may obtain.

B. RELEASE OF CLIENT'S PAPERS AND PROPERTY. Upon the conclusion of services under this Agreement, the Firms shall release promptly to Client on request all of Client's papers and property. "Client's papers and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, regardless of whether Client has paid for said documents or property.

C. INDEPENDENT CONTRACTOR. The relationship to Client of the Firms, and any associate counsel or paralegal provided through the Firms, in the performance of services hereunder, is that of independent contractor and not that of employee of Client, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firms hereunder shall be deemed revenues or expense reimbursements of the Firms' offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.

D. NOTICES. All written notices and communications to Client relating to this Agreement shall be mailed to or personally delivered to Client, addressed to:
_____. Written notices and communications to the Firms relating hereto shall be mailed to or personally delivered to Law Office of Kevin Madonna, PLLC, 48 Dewitt Mills Road, Hurley, NY 12443.

E. CONFIDENTIALITY. This Agreement establishes the relation of attorney-client between the parties hereto. The Firms shall hold all money and property of Client in trust for Client's benefit, with all funds deposited and managed in the Firms' client trust account as required by law. The Firms shall not divulge Client's confidences and shall be entitled to the candid cooperation of all Client's employees in all matters related to the assigned files and any related actions. Furthermore, this Agreement is an attorney-client communication and shall not be disclosed by Client or the Firms to any third party, except as may otherwise be required by

law. In the event of a request, demand, or lawsuit to compel Client to provide a copy of this Agreement or a description of its terms, the Firms shall work with Client to provide an appropriate response and the Firms shall defend any such litigation at the Firms' cost. Nothing herein shall preclude the Firms and Client from agreeing together to disclose the Agreement or its terms.

F. DISCLAIMER OF GUARANTEE. Although the Firms may offer an opinion about possible results regarding the subject matter of this Agreement, the Firms cannot guarantee any particular result. Client acknowledges that none of the Firms have made promises about the outcome and that any opinion offered by the Firms in the future shall not constitute a guarantee.

G. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.

H. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

I. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

J. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.

K. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firms' Contingent Fee and/or arising out of this Agreement may first be arbitrated. If a fee dispute arises, the parties shall arbitrate the dispute with the Honorable Wayne R. Andersen (Ret.) or another agreed arbitrator from the Chicago JAMS office.

L. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be Lac qui Parle County, Minnesota.

M. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of Minnesota.

N. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firms on this matter before its effective date.

O. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.

P. EXECUTION. This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

City of Madison, MN Date

Kevin J. Madonna Date
Law Office of Kevin Madonna, PLLC
48 Dewitt Mills Rd
Hurley, NY 12443

Michael A. London Date
Douglas and London, P.C.
59 Maiden Lane, 5th Floor
New York, NY 10038

Ned McWilliams Date
Levin, Papantonio, Rafferty, Proctor, Buchanan,
O'Brien, Barr, Mougey, P.A.
316 S. Baylen Street
Pensacola, FL 32502

Alexander Leff Date
SL Environmental Law Group PC
201 Filbert Street, Suite 401
San Francisco, CA 94133

Robert A. Bilott Date
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957

CDBG-CARES REIMBURSEMENT PAYMENT REQUEST

DEED-SCDP GRANT PROGRAM (E-mail signed Payment Request Forms to scdp.payments@state.mn.us)



SECTION 1:

* VENDOR ID + REMIT TO LOCATION CODE (SWIFT): **0000201674 002**

* GRANT NAME: **Madison Broadband Infrastructure**

* VENDOR/GRANTEE NAME: **Madison, City of**

REMIT TO ADDRESS: **404 6th Ave
Madison, MN 56256**

FORM PREPARED BY: **Bernice Robinson** PHONE: **320-289-1981**

EMAIL: **Bernice@umvrdc.org**

* GRANT NUMBER: **CARE-21-0014-O-FY21**

GRANT PERIOD FROM: **8/9/2021**

REIMBURSEMENT PERIOD FROM: **8/9/2021**

REIMBURSEMENT PERIOD TO: **3/1/2024**

BEGIN DATE: **01/25/2023**

REIMBURSEMENT PYMT REQ.#: **# 5**

DEED PROGRAM CONTACT NAME: **Zachary Klehr**

DEED PROGRAM CONTACT EMAIL: **zachary.klehr@state.mn.us**

SECTION 2: DEED PROGRAM USE ONLY

SWIFT PO ID	PO LINE / DISTRIBUTION	AMOUNT	FUND	FIN DEPT ID	APPROP ID	ACCOUNT	AGENCY COST	PROJECT ID
3-452567	1	\$2,560,000.00	3000	B223141S	B221004	441351	55354	B22CDBGCVGT
TOTAL		\$2,560,000.00						

SECTION 3: REIMBURSEMENT REQUEST

IDIS ACTIVITY NUMBER	SCDP ACTIVITY (PER APPROVED BUDGET)	A. APPROVED BUDGET	B. CURRENT BALANCE	C. REIMB. REQUESTED THIS PERIOD	D. (B - C = D) AVAILABLE BALANCE	E. IDIS VOUCHER NUMBER
10458	Madison Broadband	\$2,500,000	\$339,990.35	\$339,990.35	\$0.00	(DEED Program Use Only)
10459	Madison Administration	\$60,000	\$21,846.25	\$13,642.50	\$8,203.75	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
	TOTAL SWIFT ACTIVITY 884	\$2,560,000	\$361,836.60	\$353,632.85	\$8,203.75	

SECTION 4: AGREEMENT & AUTHORIZED APPROVAL

By submitting this form, I certify that the request is in accordance with DEED cash management requirements and appropriate contract terms. The data reported is correct and the amount of the request is not in excess of immediate disbursement needs.

7/24/2023

Grantee Authorized Signature: **Val Halvorson, City Manager** Date

Grantee Typed Name and Title

(Filled out by DEED only)

DEED Staff Authorized Signature Date

DEED SCDP Director Authorized Signature Date

SUMMARY SHEET OF EXPENSES

DISBURSEMENT REQUEST # 5

CITY OF MADISON

Date	Vendor	Invoice #	Amount	Activity	Project name/address	Notes
6/29/2023	Farmer's Mutual		\$ 339,990.35	Broadband	Madison broadband	Final Draw Request
				Broadband		
				Broadband		
				Broadband		
				Broadband		
				Broadband		
Total request			\$ 339,990.35			

6/30/2023	UMVRDC		\$ 13,642.50	Administration	Madison broadband	
				Administration		
				Administration		
Total request			\$ 13,642.50			

Grand Total Request			\$ 353,632.85			
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City of Madison - Project FTTH

Date	Vendor	Invoice #	Amount	CO		
				Engineering	Equipment / Network	Outside Plant
11/26/22	Calix	315069	18,226.59	18,226.59		
11/26/22	Calix	4037888	2,016.00	2,016.00		
11/29/22	CNS	11304	463.90	463.90		
12/7/22	J Carlson Services, Inc	22-1061	319,283.86			319,283.86
			<u>339,990.35</u>	<u>-</u>	<u>20,706.49</u>	<u>319,283.86</u>



Bill To:
 Attn: Accounts Payable
 FARMERS MUTUAL TELEPHONE COMPANY (MN)
 PO BOX 156
 CHOKIO, MN 56221

Ship To:
 FARMERS MUTUAL TELEPHONE
 COMPANY (MN)
 301 2ND ST S
 BELLINGHAM, MN 56212

Invoice	
Number 315069	
Date 26-Nov-2022	Page 1 of 1
Purchase Order Number TCL012022MADISON	
Sales Order Number 50071235	
Customer Number 4252	
Terms 30 NET	Due Date 26-Dec-2022
Ship Date 26-Nov-2022	Ship Via UPS Ground
Shipping Reference 1z01e6480365988907	Currency USD
Customer Contact	

Line Number	Item Number	Customer Item Number	Item Description	Quantity Shipped	Unit Price	Extended Amount
1	100-05640		GigaPoint (GP1101X) Wall Mount Fiber Mgmt Bracket - Quantity 50	2	162.50	325.00
3	100-05638		GP1101X GigaPoint, 1 10GE, 1 POTS -AM Power Adapter	100	175.00	17,500.00
Special Instructions			Sub Total	Tax	Shipping & Handling	Total
			17,825.00	0.00	401.59	\$18,226.59

Check Remittance Address:

Calix Inc.
 P.O. Box 843163
 Dallas, TX 75284-3163
 United States

For any questions or concerns regarding this invoice, please reach out to accountsreceivable@calix.com and a member of the team will get back to you.

View your order details at any time from the [My Calix Store Order Manager](#). Did you know Calix makes it incredibly easy to order from the [My Calix Store](#)?

Calix Inc. 2777 Orchard Parkway, San Jose, CA 95134, United States Phone: (408) 514-3000



Bill To:
 Attn: Accounts Payable
 FARMERS MUTUAL TELEPHONE COMPANY (MN)
 PO BOX 156
 CHOKIO, MN 56221

Ship To:
 FARMERS MUTUAL TELEPHONE
 COMPANY (MN)
 301 2ND ST S
 BELLINGHAM, MN 56212

Invoice	
Number 4037888	
Date 26-Nov-2022	Page 1 of 1
Purchase Order Number TCL012022MADISON	
Sales Order Number 4022094	
Customer Number 4252	
Terms 30 NET	Due Date 26-Dec-2022
Ship Date	Ship Via
Shipping Reference	Currency USD
Customer Contact	

Line Number	Item Number	Customer Item Number	Item Description	Quantity Shipped	Unit Price	Extended Amount
1	110-01165		Extended Warranty - Upfront - Category 4 : 26-NOV-2023 : 25-NOV-2027	100	20.16	2,016.00
Special Instructions			Sub Total	Tax	Shipping & Handling	Total
			2,016.00	0.00	0.00	\$2,016.00

Check Remittance Address:

invoice #315069 warranty

Calix Inc.
 P.O. Box 843163
 Dallas, TX 75284-3163
 United States

For any questions or concerns regarding this invoice, please reach out to accountsreceivable@calix.com and a member of the team will get back to you.

Calix Inc. 2777 Orchard Parkway, San Jose, CA 95134, United States Phone: (408) 514-3000



Farmers Mutual Telephone Company
 Pat Knutson
 email invoice

Invoice number 11304
 Date 11/29/2022

Project **2022 Madison OSP**

Professional Services through 10/31/2022

Estimated 10.89 main & 35.46 service miles; 784 locations

Residents & Inspectors - Construction Inspection

Professional Fees

	Hours	Rate	Billed Amount
Lynn A. Hersch			
Engineering Technician I / Inspector	5.50	71.00	390.50
Reimbursables			
	Units	Rate	Billed Amount
Per Diem/Meal Allowances	0.50	48.00	24.00
<i>L. Hersch (10/5; 0.5)</i>			
Vehicle miles	76.00	0.65	49.40
<i>L. Hersch (10/5; 76)</i>			
			463.90
			463.90

Phase subtotal

Invoice total

Terms: Net 30. 1% finance charge (12% per annum) on invoices over 30 days.

Questions? Please contact Paul Wuebben: 218.298.1904 / paul.wuebben@cooperative-networks.com or Ernie Kawlewski: 218.564.3000 / ernie.kawlewski@cooperative-networks.com.

Please remit payment to: Cooperative Network Services, LLC, 14 Main St SW, PO Box J, Menahga, MN 56464



July 18, 2023

To: Whom it may concern

The costs for CNS for engineering and related costs were necessary and specific to the CDBG-CV grant. The engineer assisted with the Environmental review for the project. The engineers were responsible for actual unit costs and determining if the units were for residential (CDBG-CV), RDOF or business connections. Along with other essential duties to the project.

Bernice Robinson

Grant Management Specialist



J Carlson Services, Inc.

646 1st St E
Shevlin, MN 56676

Phone # 218-785-2563
Fax # 218-785-2562

JCSINC@JCSFIBER.COM
www.jcsfiber.com

INVOICE

DATE	INVOICE #
12/7/2022	22-1061

BILL TO
Farmers Mutual Telephone Co. 301 2nd Street S Bellingham, MN 56212

WORK DESCRIPTION
2022 Construction Contract Madison MN GRANT TOTALS INV 004

P.O. NO.	TERMS	PROJECT
	Net 30	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT																																																		
Labor Total	Labor Total Per Tab		725,888.30	725,888.30																																																		
Materials	Material Total Per Tab		224,988.99	224,988.99																																																		
	TOTAL OF LABOR AND MATERIALS			950,877.29																																																		
Contract Retaina...	Amount deducted for retention		-47,543.86	-47,543.86																																																		
	SUBTOTAL			-47,543.86																																																		
MATERIAL RET...	80% Material Retainage Previously Paid		-179,991.19	-179,991.19																																																		
<table border="1"> <tr> <td colspan="5">Rcvd 12-7-22</td> </tr> <tr> <td>Madison Grant units placed as of 12-2-22</td> <td>2,452,217.08</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Less 5%</td> <td>122,610.85</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Subtotal</td> <td>2,329,606.23</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Less 80% material pre paid (Grant allocation)</td> <td>542,028.51</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Subtotal</td> <td>1,787,577.72</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Less Previous invoice 22-0450</td> <td>344,183.70</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Less Previous invoice 22-0539</td> <td>439,626.78</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Less previous invoice 22-0674</td> <td>385,084.01</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Recommended Amount</td> <td>\$ 618,683.23</td> <td></td> <td></td> <td></td> </tr> </table>					Rcvd 12-7-22					Madison Grant units placed as of 12-2-22	2,452,217.08				Less 5%	122,610.85				Subtotal	2,329,606.23				Less 80% material pre paid (Grant allocation)	542,028.51				Subtotal	1,787,577.72				Less Previous invoice 22-0450	344,183.70				Less Previous invoice 22-0539	439,626.78				Less previous invoice 22-0674	385,084.01				Recommended Amount	\$ 618,683.23			
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Recommended Amount	\$ 618,683.23																																																					
07-18-23 SJP				618,683.23 -723,342.24																																																		

We appreciate your business.
Please make payments within 30 days of the invoice date.
Late payments are subject to a late fee of 2% of the invoice total.

Sales Tax (0.0%)	\$0.00
Subtotal	\$ 618,683.23
Total	-723,342.24

*\$319,283.86 of CDBG-CV grant funds
Remaining Balance of Invoice paid by other funding.*

Total Material estimate from J Carlson as per contract breakdown	\$	677,535.64	
payments for materials			
Invoice 22-0294	\$	542,028.51	Request # 2
Invoice 22-0450	\$	15,573.28	2
Invoice 22-0539	\$	19,085.72	2
Invoice 22-0674	\$	13,599.43	3
Total material paid	\$	590,286.94	
Estimated Materials yet to pay	\$	<u>87,248.70</u>	

Total Labor estimate from J Carlson as per contract breakdown	\$	2,285,603.20	
Payments for Labor			
Invoice 22-0450	\$	328,610.42	2
Invoice 22-0539	\$	420,541.06	2
Invoice 22-0674	\$	371,484.58	3
Invoice 22-1061	\$	319,283.86	5
Total Labor paid	\$	1,439,919.92	
Estimated labor yet to pay	\$	<u>845,683.28</u>	

All future material and labor invoices will be paid by other funding sources



Upper Minnesota Valley
REGIONAL DEVELOPMENT COMMISSION
Helping Communities Prosper

323 W. Schlieman Ave. Appleton, MN 56208 320.289.1981 www.umvrdc.org

INVOICE

BILL TO:
City of Madison
CARE-21-0014-O-FY21

DATE: 7/13/2023
INVOICE # 43
FOR: Small Cities Development Program
CDBG-CV Broadband Infrastructure
Admin request

DESCRIPTION	AMOUNT
Grant administration of CDBG broadband grant November 1, 2022 - June 30th 2023	\$ 13,642.50
TOTAL	\$ 13,642.50

Please make checks payable to:

**Upper MN Valley RDC
323 W Schlieman Ave
Appleton, MN 56208**

Timesheet Charges by Activity

Upper Minnesota Valley RDC

Period From 11/1/2022 to 6/30/2023

Project 33900		Madison CDBG-CV			
Emp	Name	Class	Pay	Bud Hrs	Hours
Element 339001		Madison CDBG-CV Broadband Infrastructure Admin RDC			
1036	FERNHOLZ, KRISTI	1	RT	0.00	30.00
1177	Moe, Matthew	1	RT	0.00	17.00
1197	Robinson, Bernice	1	CE	0.00	1.50
1197	Robinson, Bernice	1	RT	0.00	122.50
1012	SIGDAHL, JACQUELINE	1	RT	0.00	3.00
Element Total:				0.00	174.00

RDC administration cost for Madison CDBG-CV broadband grant for the time period stated was \$13,642.50

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Jun 11, '23							Jun 18, '23							Jun 25, '23							Jun 25, '23						
								W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Ju		
1		Phase 1 (TH 40)	42 days?	Thu 6/8/23	Fri 8/4/23																														
2		Traffic Control (All State Traffic)	2 days	Thu 6/8/23	Fri 6/9/23																														
3		Erosion Control (Exterior Designs)	2 days	Thu 6/8/23	Fri 6/9/23	2FS-2 days																													
4		Removals and Grading (Duininck)	20 days	Mon 6/12/23	Fri 7/7/23	3																													
5		Concrete (Amundson)	10 days	Wed 7/5/23	Tue 7/18/23	4FS-8 days																													
6		Retaining Walls (Exterior Designs)	10 days	Mon 7/17/23	Fri 7/28/23	5FS-2 days																													
7		Concrete Steps (Amundson)	1 day	Fri 7/21/23	Fri 7/21/23	6FS-6 days																													
8		Railing	2 days?	Mon 7/24/23	Tue 7/25/23	7																													
9		Asphalt Patching (Duininck)	2 days	Thu 7/20/23	Fri 7/21/23	7FS-2 days																													
10		Site Restoration - Topsoil (Duininck)	1 day	Mon 7/24/23	Mon 7/24/23	9																													
11		Seeding (Exterior Designs)	1 day?	Tue 7/25/23	Tue 7/25/23	10																													
12		Mailboxes (Herness)	1 day?	Wed 7/26/23	Wed 7/26/23	11																													
13		Milling TH 40/75 (Allstate Pavement)	1 day?	Mon 8/14/23	Mon 8/14/23																														
14		Paving TH 40/75 (Duininck)	2 days	Wed 8/16/23	Thu 8/17/23	13FS+1 day																													
15		Striping (Sir Lines A Lot)	1 day?	Fri 8/18/23	Fri 8/18/23	14																													
16																																			
17		Phase 2 (TH 75)	30 days?	Mon 7/10/23	Fri 8/18/23																														
18		Traffic Control (AllState Traffic)	1 day	Mon 7/10/23	Mon 7/10/23																														
19		Removals and Grading (Duininck)	15 days	Mon 7/10/23	Fri 7/28/23	18FS-1 day																													
20		Concrete (Amundson)	15 days	Fri 7/14/23	Thu 8/3/23	19FS-11 days																													
21		Patching (Duininck)	2 days	Mon 8/7/23	Tue 8/8/23	20FS+1 day																													
22		Site Restoration (Duininck)	2 days	Wed 8/9/23	Thu 8/10/23	21																													

Project: 239410 Lac Qui Parle M Date: Wed 7/19/23	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Proposed Constuction Timeline

Project: Eastview Improvements
 Location: City of Madison, MN
 Contractor: Joe Riley Construction, Inc.
 Contract Start Date: 5-Jun-23
 Completion Date: 15-Oct-23

Contractor	Task	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	7/31	8/7	8/14	8/21
Joe Riley Construction, Inc.	Mobilization												
Exterior Designs	Erosion Control												
Joe Riley Construction, Inc.	Traffic Control												
Joe Riley Construction, Inc.	Concrete Removals												
Beyond The Curb LLC	Concrete												
Joe Riley Construction, Inc.	Removals & Utilities												
Joe Riley Construction, Inc.	Bituminous Paving												
Joe Riley Construction, Inc.	Topsoil												
DD & J	Striping												
Exterior Designs	Seeding												

CLAIMS REPORT
 Check Range: 7/12/2023- 7/12/2023

UP CK# 64781-64791

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
	GENERAL				
	ACCRUED PAYROLL DEDUCTION				
101-20650	AFLAC	AFLAC PRETAX	783.52	6253	7/12/23
101-20650	BLUE CROSS BLUE SHLD MN VISION	BCBS VISION	48.40	64776	7/12/23
101-20650	BLUE CROSS BLUE SHIELD MN	HEALTH INS	7,288.07	64780	7/12/23
101-20650	CHILD SUPPORT PAYMENT CENTER	CHILD SUPPORT	214.75	64779	7/12/23
101-20650	JOHN HANCOCK RETIREMENT	JHANCOCK ROTH	75.00	6258	7/12/23
101-20650	UNITED STATES TREASURY	FED/FICA TAX	4,437.65	6254	7/12/23
101-20650	MADISON NATIONAL LIFE INS CO	DISABILITY	12.19	64778	7/12/23
101-20650	Metropolitan Life Insurance Co	MET LIFE INS	28.86	64775	7/12/23
101-20650	MN DEPT. OF REVENUE	STATE TAX	639.53	6255	7/12/23
101-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	48.00	64774	7/12/23
101-20650	P.E.R.A. (W/H REPORT)	PERA	1,795.80	6256	7/12/23
101-20650	SELECTACCOUNT	HSA- CITY CONT	1,156.92	6257	7/12/23
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	16,528.69		
	MAYOR AND COUNCIL				
101-41110-351	LQP BROADCASTING COMPANY, INC	COUNC-ORDINANCE	50.00	64788	7/12/23
		4111 MAYOR AND COUNCIL TOTAL	50.00		
	CITY HALL				
101-41940-520	OLD WORLD WINDOWS	CTY HALL-WINDOW REHAB PAY AP#1	120,000.00	64791	7/12/23
		4194 CITY HALL TOTAL	120,000.00		
	STREET MAINTENANCE				
101-43100-351	LQP BROADCASTING COMPANY, INC	STR-PAVING PRIVATE WORK AD	55.00	64788	7/12/23
		4310 STREET MAINTENANCE TOTAL	55.00		
	ENVIRONMENTAL				
101-44140-409	CHESTER'S SIDE LINE	ENVIRO-MOWING	200.00	64782	7/12/23
		4414 ENVIRONMENTAL TOTAL	200.00		
	PARKS AND RECREATION				
101-45200-406	MARSHALL NORTHWEST PIPE F	PARKS-BUSHING/PVC ADAPT	35.18	64789	7/12/23
		4520 PARKS AND RECREATION TOTAL	35.18		
		101 GENERAL TOTAL	136,868.87		
	AMBULANCE				
201-44100-320	AMBULANCE EXPERT BILLING, LLC	AMB-AMBULANCE BILLING EXP 6/23	671.00	64784	7/12/23
		4410 AMBULANCE TOTAL	671.00		
		201 AMBULANCE TOTAL	671.00		

CLAIMS REPORT
 Check Range: 7/12/2023- 7/12/2023

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
WATER					
ACCRUED PAYROLL DEDUCTION					
601-20650	BLUE CROSS BLUE SHLD MN VISION	BCBS VISION	6.33	64776	7/12/23
601-20650	BLUE CROSS BLUE SHIELD MN	HEALTH INS	1,518.83	64780	7/12/23
601-20650	UNITED STATES TREASURY	FED/FICA TAX	648.37	6254	7/12/23
601-20650	MADISON NATIONAL LIFE INS CO	DISABILITY	49.14	64778	7/12/23
601-20650	Metropolitan Life Insurance Co	MET LIFE INS	.18	64775	7/12/23
601-20650	MN DEPT. OF REVENUE	STATE TAX	113.31	6255	7/12/23
601-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	8.00	64774	7/12/23
601-20650	P.E.R.A. (W/H REPORT)	PERA	453.94	6256	7/12/23
601-20650	SELECTACCOUNT	HSA- CITY CONT	422.12	6257	7/12/23
2065 ACCRUED PAYROLL DEDUCTION TOTAL			3,220.22		
WATER PRODUCTION					
601-49400-221	FASTENAL COMPANY	WT-HI DRY FILTERS	75.20	64785	7/12/23
601-49400-221	MARSHALL NORTHWEST PIPE F	WT-PVC REPAIR/ADAPT	331.19	64789	7/12/23
601-49400-321	FRONTIER COMMUNICATIONS CORP	WT-CIRCUIT 8/23	48.26	64786	7/12/23
601-49400-404	CORE & MAIN LP	WT-VALMATIC SPK REPAIR KIT	496.60	64783	7/12/23
601-49400-409	GOPHER STATE ONE CALL	WT-DIGGING CALLS	28.76	64787	7/12/23
601-49400-409	MVTL LABORATORIES INC	WT-REGULAR TESTING	52.80	64790	7/12/23
4940 WATER PRODUCTION TOTAL			1,032.81		
601 WATER TOTAL			4,253.03		
SEWER					
ACCRUED PAYROLL DEDUCTION					
602-20650	BLUE CROSS BLUE SHIELD MN	HEALTH INS	1,906.98	64780	7/12/23
602-20650	UNITED STATES TREASURY	FED/FICA TAX	482.39	6254	7/12/23
602-20650	Metropolitan Life Insurance Co	MET LIFE INS	16.38	64775	7/12/23
602-20650	MN DEPT. OF REVENUE	STATE TAX	84.77	6255	7/12/23
602-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	8.00	64774	7/12/23
602-20650	P.E.R.A. (W/H REPORT)	PERA	436.01	6256	7/12/23
602-20650	SELECTACCOUNT	HSA- CITY CONT	422.11	6257	7/12/23
2065 ACCRUED PAYROLL DEDUCTION TOTAL			3,356.64		
SEWER TREATMENT					
602-49450-409	GOPHER STATE ONE CALL	SEW-DIGGING CALLS	28.76	64787	7/12/23
602-49450-409	MVTL LABORATORIES INC	SEW-REGULAR TESTING	335.06	64790	7/12/23
4945 SEWER TREATMENT TOTAL			363.82		
602 SEWER TOTAL			3,720.46		
ELECTRIC UTILITY					
ACCRUED PAYROLL DEDUCTION					
604-20650	AFLAC	AFLAC PRETAX	40.36	6253	7/12/23
604-20650	BLUE CROSS BLUE SHLD MN VISION	BCBS VISION	6.33	64776	7/12/23
604-20650	BLUE CROSS BLUE SHIELD MN	HEALTH INS	2,249.78	64780	7/12/23
604-20650	COLONIAL LIFE INSURANCE	COLONIAL POST T	121.62	64777	7/12/23

CLAIMS REPORT
 Check Range: 7/12/2023- 7/12/2023

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
604-20650	JOHN HANCOCK RETIREMENT	JHANCOCK PRETAX	360.00	6258	7/12/23
604-20650	UNITED STATES TREASURY	FED/FICA TAX	1,935.54	6254	7/12/23
604-20650	MADISON NATIONAL LIFE INS CO	DISABILITY	71.25	64778	7/12/23
604-20650	Metropolitan Life Insurance Co	MET LIFE INS	9.62	64775	7/12/23
604-20650	MN DEPT. OF REVENUE	STATE TAX	299.27	6255	7/12/23
604-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	32.00	64774	7/12/23
604-20650	P.E.R.A. (W/H REPORT)	PERA	1,063.89	6256	7/12/23
604-20650	SELECTACCOUNT	HSA- CITY CONT	473.08	6257	7/12/23
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	6,662.74		
	ELECTRICAL DISTRIBUTION				
604-49570-221	ALTEC INDUSTRIES INC	ELEC-STANDOFF THREADED	3.86	64781	7/12/23
604-49570-409	GOPHER STATE ONE CALL	ELEC-DIGGING CALLS	28.78	64787	7/12/23
		4957 ELECTRICAL DISTRIBUTION TOTAL	32.64		
	ADMINISTRATION AND GENERA				
604-49590-410	LQP BROADCASTING COMPANY, INC	ELEC-UTIL AD	63.70	64788	7/12/23
		4959 ADMINISTRATION AND GENERA TOTAL	63.70		
		604 ELECTRIC UTILITY TOTAL	6,759.08		
	LIQUOR				
	ACRUED PAYROLL DEDUCTION				
609-20650	BLUE CROSS BLUE SHLD MN VISION	BCBS VISION	6.33	64776	7/12/23
609-20650	UNITED STATES TREASURY	FED/FICA TAX	466.39	6254	7/12/23
609-20650	Metropolitan Life Insurance Co	MET LIFE INS	3.47	64775	7/12/23
609-20650	MN DEPT. OF REVENUE	STATE TAX	77.41	6255	7/12/23
609-20650	NCPERS GROUP LIFE INS,	LIFE INSURANCE	16.00	64774	7/12/23
609-20650	P.E.R.A. (W/H REPORT)	PERA	155.76	6256	7/12/23
		2065 ACCRUED PAYROLL DEDUCTION TOTAL	725.36		
		609 LIQUOR TOTAL	725.36		
		Accounts Payable Total	152,997.80		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
101	GENERAL	136,868.87
201	AMBULANCE	671.00
601	WATER	4,253.03
602	SEWER	3,720.46
604	ELECTRIC UTILITY	6,759.08
609	LIQUOR	725.36

	TOTAL FUNDS	152,997.80

CLAIMS REPORT
 Check Range: 7/14/2023- 7/14/2023

UP Check #64792

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AMBULANCE					
AMBULANCE					
LQP CO-OP OIL	FUEL EXPENSE		493.68	64792	7/14/23

	4410 AMBULANCE TOTAL		493.68		

	201 AMBULANCE TOTAL		493.68		

	Accounts Payable Total		=====		
			493.68		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
201	AMBULANCE	493.68

	TOTAL FUNDS	493.68

CLAIMS REPORT
 Check Range: 7/20/2023- 7/20/2023

CK# 64793-64839

GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
GENERAL					
101-21200	DUE TO ELECTRIC FUND CITY OF MADISON	GEN-SEALCOAT LOAN PRINCIPLE	32,193.35	64797	7/20/23
		2120 DUE TO ELECTRIC FUND TOTAL	32,193.35		
ADMINISTRATION					
101-41320-309	VIVID IMAGE, INC	ADMIN-ANNUAL WEBSITE HOSTING	1,200.00	64836	7/20/23
101-41320-321	FRONTIER COMMUNICATIONS	ADMIN-PHONE due 8/7/23	171.05	64806	7/20/23
101-41320-325	VAL HALVORSON	ADMIN-CELL PHONE REIMB	100.21	64807	7/20/23
101-41320-409	AMERICAN LEGAL PUBLISHING CORP	ADMIN-INTERNET RENEWAL	450.00	64793	7/20/23
101-41320-409	EHLERS & ASSOCIATES, INC	ADMIN-BANKING RFP PROPOSAL	800.00	64801	7/20/23
101-41320-409	FURTHER	ADMIN-PART FEE 7/23	9.60	6248	7/20/23
		4132 ADMINISTRATION TOTAL	2,730.86		
CITY HALL					
101-41940-219	JUBILEE FOODS	CTY HALL-SOFTENER SALT	107.91	64813	7/20/23
101-41940-401	PLUNKETT'S INC.	CTY HALL-SPRAYING 7/11/23	69.00	64829	7/20/23
101-41940-409	PRO IMAGE PARTNERS	CTY HALL-INSTALL VINYL DESIGN	241.50	64830	7/20/23
101-41940-409	GREG THOLE ELECTRIC, INC	CTYHALL-FAN BLOWER	40.00	64833	7/20/23
		4194 CITY HALL TOTAL	458.41		
POLICE DEPARTMENT					
101-42100-409	LQP COUNTY SHERIFF	POLICE-1ST QTR CONTRACT	135,318.50	64817	7/20/23
		4210 POLICE DEPARTMENT TOTAL	135,318.50		
FIRE DEPARTMENT					
101-42200-321	FRONTIER COMMUNICATIONS	FIRE-PHONE due 8/7/23	42.76	64806	7/20/23
101-42200-324	MEDIACOM	FIRE HALL-DIGITAL ADAPTER	7.37	64822	7/20/23
		4220 FIRE DEPARTMENT TOTAL	50.13		
STREET MAINTENANCE					
101-43100-209	JUBILEE FOODS	STR-TISSUE/SOAP	29.77	64813	7/20/23
101-43100-209	MADISON HARDWARE HANK	STR-TONGS/GRILL TURNER	10.98	64821	7/20/23
101-43100-240	MADISON HARDWARE HANK	STR-EXTENSION CORDS	227.94	64821	7/20/23
101-43100-303	BOLTON & MENK INC	STR-HWY 40/75 OVERLAY	3,368.50	64796	7/20/23
101-43100-321	FRONTIER COMMUNICATIONS	STR-PHONE due 8/7/23	59.85	64806	7/20/23
101-43100-613	CITY OF MADISON	GEN-SEALCOAT LOAN INTEREST	647.09	64797	7/20/23
		4310 STREET MAINTENANCE TOTAL	4,344.13		
SWIMMING POOLS					
101-45124-219	MADISON HARDWARE HANK	POOL-TRASH BAGS	55.44	64821	7/20/23
101-45124-321	FRONTIER COMMUNICATIONS	POOL-PHONE/B BAND due 8/7/23	183.82	64806	7/20/23
101-45124-404	MADISON HARDWARE HANK	POOL-INJECTOR PUMP PLUG	5.49	64821	7/20/23
101-45124-404	GREG THOLE ELECTRIC, INC	POOL-REPAIRS	267.49	64833	7/20/23
		4512 SWIMMING POOLS TOTAL	512.24		

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GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
101-45200-219	PARKS AND RECREATION JUBILEE FOODS	PARKS-WATER/KOOLAIID/ICE	37.78	64813	7/20/23
101-45200-219	MADISON HARDWARE HANK	PARKS-COOLER/PLUG/ELBOW	135.88	64821	7/20/23
101-45200-221	MADISON HARDWARE HANK	PARKS-U-BOLT	28.60	64821	7/20/23
101-45200-223	LEIN LUMBER, LLC	PARKS-DAMAGED DOOR	605.28	64814	7/20/23
101-45200-404	MADISON HARDWARE HANK	PARKS-ANCHOR BOLTS WORKOUT EQU	87.78	64821	7/20/23
101-45200-409	CLEAN SITE LLC	PARKS-PORTABLE RESTROOM	800.00	64798	7/20/23
101-45200-409	FLAGSHIP RECREATION	PARKS-FIBER FILL-KIWANIS PARK	2,759.00	64804	7/20/23
101-45200-520	LEIN LUMBER, LLC	PARKS-ADA HANDLE	445.96	64814	7/20/23
101-45200-520	MADISON HARDWARE HANK	PARKS-SHELF FASTENERS	6.35	64821	7/20/23
		4520 PARKS AND RECREATION TOTAL	4,906.63		
	LIBRARY				
101-45500-210	JUBILEE FOODS	LIB-PAPER TOWELS/SOAP/TISSUE	155.73	64813	7/20/23
101-45500-321	FRONTIER COMMUNICATIONS	LIB-PHONE due 8/7/23	176.14	64806	7/20/23
101-45500-409	GREG THOLE ELECTRIC, INC	LIB-ELEVATOR REPAIR	40.00	64833	7/20/23
		4550 LIBRARY TOTAL	371.87		
		101 GENERAL TOTAL	180,886.12		
	AMBULANCE				
	AMBULANCE				
201-44100-212	LQP CO-OP OIL	AMB-FUEL EXPENSE	494.62	64816	7/20/23
201-44100-221	WEST CENTRAL COMM, INC	AMB-PROGRAMMING PAGER	30.00	64838	7/20/23
		4410 AMBULANCE TOTAL	524.62		
		201 AMBULANCE TOTAL	524.62		
	UTIL EXT PROJECT FUND				
	UTILITY EXPANSION				
407-46520-303	BOLTON & MENK INC	2023 INFRASTRUCTURE IMPROVEMEN	19,777.00	64796	7/20/23
		4652 UTILITY EXPANSION TOTAL	19,777.00		
		407 UTIL EXT PROJECT FUND TOTAL	19,777.00		
	CULTURE & REC CAP. FUND				
	CAPITAL PROJ (CULT & REC)				
420-45020-409	MATT FERNHOLZ	PARKS-CANDY FOR PARADE	60.54	64803	7/20/23
420-45020-409	RICHARD NEWMAN	PARKS-CANDY FOR PARADE	76.21	64827	7/20/23
420-45020-409	STONE CREEK LANDSCAPES, INC	MAC-REPAIR SOUND COLOR GLASS	372.36	64831	7/20/23
		4502 CAPITAL PROJ (CULT & REC) TOTAL	509.11		
		420 CULTURE & REC CAP. FUND TOTAL	509.11		

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GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
425-41950-593	BLDG & EQUIP CAP. FUND BLDG & CAP EQUIP (GEN GOV TYLER TECHNOLOGIES	BLDG-EQUIP-SOFTWARE	1,940.40	64834	7/20/23
		4195 BLDG & CAP EQUIP (GEN GOV TOTAL	1,940.40		
		425 BLDG & EQUIP CAP. FUND TOTAL	1,940.40		
	WATER				
	WATER PRODUCTION				
601-49400-215	MADISON HARDWARE HANK	WT-IRON OUT	19.99	64821	7/20/23
601-49400-216	JUBILEE FOODS	WT-BLEACH	116.22	64813	7/20/23
601-49400-216	MADISON HARDWARE HANK	WT-FLOUR SIFTER	9.99	64821	7/20/23
601-49400-221	MADISON HARDWARE HANK	WT-COUPLING	1.99	64821	7/20/23
601-49400-236	HAWKINS INC.	WT-CHLORINE CYLINDER	20.00	64808	7/20/23
601-49400-321	FRONTIER COMMUNICATIONS	WT PLANT ALARM due 8/7/23	94.35	64806	7/20/23
601-49400-404	CORE & MAIN LP	WT-BRONZE ANGLE VALVE	175.58	64799	7/20/23
601-49400-404	MADISON HARDWARE HANK	WT-VALVE	125.44	64821	7/20/23
601-49400-409	MVTL LABORATORIES INC	WT-REGULAR TESTING	17.60	64825	7/20/23
		4940 WATER PRODUCTION TOTAL	581.16		
	DISTRIBUTION				
601-49430-303	BOLTON & MENK INC	WT-WT PLANT REVIEW/APPLICATION	1,745.00	64796	7/20/23
		4943 DISTRIBUTION TOTAL	1,745.00		
	ADMINISTRATION AND GENERA				
601-49440-593	TYLER TECHNOLOGIES	WT-SOFTWARE	1,058.40	64834	7/20/23
		4944 ADMINISTRATION AND GENERA TOTAL	1,058.40		
		601 WATER TOTAL	3,384.56		
	SEWER				
	SEWER TREATMENT				
602-49450-215	MADISON HARDWARE HANK	SEW-BATTERIES	21.98	64821	7/20/23
602-49450-216	HAWKINS INC.	SEW-CHLORINE CYLINDER	50.00	64808	7/20/23
602-49450-216	MADISON HARDWARE HANK	SEW-BATTERY	1.00	64821	7/20/23
602-49450-223	MADISON HARDWARE HANK	SEW-DRIVEWAY MARKER	19.95	64821	7/20/23
602-49450-321	FRONTIER COMMUNICATIONS	WWTP ALARM due 8/7/23	94.29	64806	7/20/23
602-49450-380	MN ENERGY RESOURCES	SEW-NAT GAS 6/23	79.17	64823	7/20/23
602-49450-380	MN VALLEY REC	SEW-UTILITY EXPENSE	3,750.87	64824	7/20/23
602-49450-409	MVTL LABORATORIES INC	SEW-REGULAR TESTING	177.54	64825	7/20/23
		4945 SEWER TREATMENT TOTAL	4,194.80		
	ADMINISTRATION AND GENERA				
602-49470-593	TYLER TECHNOLOGIES	SEW-SOFTWARE	1,058.40	64834	7/20/23
602-49470-810	CITY OF MADISON	SEW-OUTSIDE WT METERS REIMB	4,692.58	64797	7/20/23

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GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
		4947 ADMINISTRATION AND GENERA TOTAL	5,750.98		
		602 SEWER TOTAL	9,945.78		
603-49520-593	SANITATION ADMINISTRATION AND GENERA TYLER TECHNOLOGIES	SANIT-SOFTWARE	793.80	64834	7/20/23
		4952 ADMINISTRATION AND GENERA TOTAL	793.80		
		603 SANITATION TOTAL	793.80		
604-22000	ELECTRIC UTILITY DEPOSITS PAYABLE CITY OF MADISON	UTIL DEP/INT REF-B TREVINO	453.39	64797	7/20/23
604-22000	TAMMY FARMER	UTIL DEPOSIT REF-T FARMER	16.60	64802	7/20/23
604-22000	AARON UNZEN	UTIL DEPOSIT REF-A UNZEN	80.01	64835	7/20/23
604-22000	CHAD WEBER	UTIL DEPOSIT REF-C WEBER	100.00	64837	7/20/23
		2200 DEPOSITS PAYABLE TOTAL	650.00		
604-49570-223	ELECTRICAL DISTRIBUTION GREG THOLE ELECTRIC, INC	ELEC-UF 12-2/MKODEL	1,156.80	64833	7/20/23
604-49570-227	MADISON HARDWARE HANK	ELEC-STAR CON LAG	47.83	64821	7/20/23
604-49570-240	JT SERVICES	ELEC-WRENCHES/BRUSH BLADE	378.89	64812	7/20/23
604-49570-240	MADISON HARDWARE HANK	ELEC-RECIP BLADE	65.44	64821	7/20/23
604-49570-321	FRONTIER COMMUNICATIONS	ELEC-CEMETARY SUBST due 8/7/23	116.63	64806	7/20/23
604-49570-583	DAVID JOHNSON	ELEC-HWY 75 LITES	445.67	64811	7/20/23
		4957 ELECTRICAL DISTRIBUTION TOTAL	2,211.26		
604-49590-303	ADMINISTRATION AND GENERA DGR ENGINEERING	ELEC-MNDOT PERMITTING 2023WORK	2,660.00	64800	7/20/23
604-49590-342	RYAN DAVID SCHMITT	ELEC-MESH BANNER	175.00	64826	7/20/23
604-49590-593	TYLER TECHNOLOGIES	ELEC-SOFTWARE	3,704.40	64834	7/20/23
604-49590-602	CITY OF MADISON	UTIL DEP/INT REF-B TREVINO	5.14	64797	7/20/23
604-49590-602	TAMMY FARMER	UTIL INTEREST REF-T FARMER	5.68	64802	7/20/23
604-49590-602	AARON UNZEN	UTIL INTERST REF-A UNZEN	3.87	64835	7/20/23
604-49590-602	CHAD WEBER	UTIL INTERST REF-C WEBER	3.16	64837	7/20/23
		4959 ADMINISTRATION AND GENERA TOTAL	6,557.25		
		604 ELECTRIC UTILITY TOTAL	9,418.51		
605-49620-593	STORM SEWER ADMINISTRATION AND GENERA TYLER TECHNOLOGIES	STRM SEW-SOFTWARE	264.60	64834	7/20/23

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GL ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK#	CHECK DATE
		4962 ADMINISTRATION AND GENERA TOTAL	264.60		
		605 STORM SEWER TOTAL	264.60		
	LIQUOR				
	OFF-SALE LIQUOR				
609-49750-219	INNOVATIVE OFFICE SOLUTIONS LL	LIQ-THERMAL PAPER/CLEANER/ROLL	251.69	64809	7/20/23
609-49750-251	BELLBOY CORPORATION	LIQ-LIQUOR EXPENSE	5,476.80	64794	7/20/23
609-49750-251	BEVERAGE WHOLESALERS	LIQ-LIQUOR EXPENSE	2,190.85	64795	7/20/23
609-49750-251	JOHNSON BROS-ST.PAUL	LIQ-LIQUOR EXPENSE	1,789.03	64810	7/20/23
609-49750-251	MADISON BOTTLING CO.	LIQ-BEER EXPENSE	3,332.63	64818	7/20/23
609-49750-251	PAUSTIS & SONS	LIQ-LIQUOR EXPENSE	196.00	64828	7/20/23
609-49750-251	TALKING WATERS BREWING COMPANY	LIQ-BEER	275.00	64832	7/20/23
609-49750-258	BELLBOY CORPORATION	LIQ-FREIGHT EXPENSE	75.49	64794	7/20/23
609-49750-258	JOHNSON BROS-ST.PAUL	LIQ-FREIGHT EXPENSE	27.48	64810	7/20/23
609-49750-258	PAUSTIS & SONS	LIQ-FREIGHT EXPENSE	10.00	64828	7/20/23
609-49750-321	FRONTIER COMMUNICATIONS	LIQ-PHONE due 8/7/23	42.76	64806	7/20/23
609-49750-342	LQP BROADCASTING COMPANY, INC	LIQ-STATE GOLD SPONSOR	75.00	64815	7/20/23
609-49750-342	RBM PUBLICATIONS	LIQ-JUNE ADVERTISING	374.00	64839	7/20/23
		4975 OFF-SALE LIQUOR TOTAL	14,116.73		
		609 LIQUOR TOTAL	14,116.73		
	EASTVIEW APARTMENTS				
	PUBLIC HOUSING PROJECTS				
614-46330-409	BOLTON & MENK INC	EASTVIEW IMPROVEMENTS	557.50	64796	7/20/23
		4633 PUBLIC HOUSING PROJECTS TOTAL	557.50		
		614 EASTVIEW APARTMENTS TOTAL	557.50		
		Accounts Payable Total	242,118.73		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
101	GENERAL	180,886.12
201	AMBULANCE	524.62
407	UTIL EXT PROJECT FUND	19,777.00
420	CULTURE & REC CAP. FUND	509.11
425	BLDG & EQUIP CAP. FUND	1,940.40
601	WATER	3,384.56
602	SEWER	9,945.78
603	SANITATION	793.80
604	ELECTRIC UTILITY	9,418.51
605	STORM SEWER	264.60
609	LIQUOR	14,116.73
614	EASTVIEW APARTMENTS	557.50

	TOTAL FUNDS	242,118.73