

**CITY OF MADISON**  
**AGENDA AND NOTICE OF MEETING**

Regular Meeting of the City Council – 5:00 PM  
Monday December 11, 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 November 27, 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. Ehlers Investment Report – November 2023 - receive	Page 4
B. Liquor Store Report – November 2023 – receive	Page 8
C. MEDA Loan Note Status – November 2023 – receive	Page 10
D. Pooled Cash Report – November 2023 – receive	Page 11
E. Water Plant Report – November 2023 – receive	Page 12
F. Madison Ambulance – November 28, 2023 – receive	Page 13
G. Combined Parcels Assessment Forgiveness – approve	Page 15
H. Regular Drill Meeting – October 16, 2023 – receive	Page 17
I. Regular Drill Meeting – November 20, 2023 – receive	Page 18
J. MRES Rate Schedules – January 2024 – receive	Page 19
K. Reserve and Capitol Balances – November 2024 – receive	Page 21

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

**6. UNFINISHED AND NEW BUSINESS**

Page 22

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

Page 23

B. Approve Grant Administration Service Agreement – Development Services Inc. A DISCUSSION and MOTION may be in order. (Manager, Council)

- Page 33
- C. Resolution 23-62 Adopting Small Cities Development Grant Plans and Documents. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 68
- D. Bolton Menk Engineering Report – Kent Louwagie. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Handout
- E. Resolution 23-63 Accepting Offer of the Minnesota Public Facilities Authority to Purchase a \$580,000 GO Sewer Improvement Note of 2023C. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Handout
- F. Resolution 23-64 Accepting Offer of the Minnesota Public Facilities Authority to Purchase a \$293,590 GO Water Improvement Note of 2023B. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 69
- G. Approve Pay Application #3 – RL Larson. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 75
- H. Approve CDBG-CARES Reimbursement Payment Request #6. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 78
- I. Approve Pay Application #3 – Old World Windows. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 80
- J. Resolution 23-54 Establishing Water and Sewer EDU Schedule – 2024. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 84
- K. Resolution 23-55 Amending Sanitation Rates. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 86
- L. Resolution 23-56 Amending Water, Sewer, Storm Rates. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 89
- M. Resolution 23-57 Amending Electric Rates. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 91
- N. Resolution 23-58 Appoint Ambulance Officers – 2024. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 92
- O. **Public Hearing 6:00 PM-** Resolution 23-59 Adopting the General Fund Budget A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 93
- P. Resolution 23-60 Adopting the Non-General Fund Budget. A DISCUSSION and MOTION may be in order. (Manager, Council)
- Page 94
- Q. Resolution 23-61 Adopting the Final Tax Levy. A DISCUSSION and MOTION may be in order. (Manager, Council)

R. Approve Employment Agreement – City Manager. A DISCUSSION and MOTION may be in order. (Manager, Council)

**6. MANAGER REPORT (Manager)**

- Set 2<sup>nd</sup> meeting date.

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

**9. AUDITING CLAIM**

A copy of the Expense Approval Report is submitted for November 27, 2023 through December 11, 2023 and is attached. A MOTION is in order. Handout

**10. ADJOURNMENT**

**CITY OF MADISON  
OFFICIAL PROCEEDINGS**

**MINUTES OF THE MADISON CITY COUNCIL  
RESCHEDULED REGULAR MEETING  
NOVEMBER 27, 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, November 27, at 5:03 p.m. in Council Chambers at City Hall. Councilmembers present were: Mayor Greg Thole, Maynard Meyer, Paul Zahrbock, Adam Conroy and Tim Volk. Also present were City Manager Val Halvorson, City Attorney Rick Stulz and City Clerk Christine Enderson.

**AGENDA**

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

**MINUTES**

Upon motion by Zahrbock, seconded by Volk and carried, the November 13, 2023, regular meeting minutes were approved as presented.

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

None

**CONSENT AGENDA**

Upon motion by Zahrbock, seconded by Meyer and carried, the consent agenda was approved as presented.

**CITY COUNCIL CHECKLIST**

City Council reviewed the checklist.

**CITY ENGINEER REPORT**

City Engineer Kent Louwagie, Bolton & Menk, was present and provided Council an update on city projects.

**2023 Infrastructure Project:** The sanitary sewer, water main and storm sewer construction is completed. Grading on 11<sup>th</sup> Street is nearing completion. Paving will occur in 2024.

**2023 Sanitary Sewer Rehabilitation:** Preliminary work may be completed this winter, however, most of the work is planned for 2024.

**Eastview Improvements:** Final grading and seeding will be completed in the spring.

**DILAPIDATED HOME DEMOLITION POLICY**

Upon motion by Meyer, seconded by Volk and carried, **RESOLUTION 23-53** titled “Resolution Modifying the Dilapidated Home Demolition Cost Sharing Policy” was adopted. This resolution modifies the 2016 resolution to increase the cost share amount from \$3,500 to \$4,500 of the total demolition costs for any one particular property. A complete copy of Resolution 23-53 is contained in City Clerk’s Book #10.

**PFAS LITIGATION**

Upon motion by Volk, seconded by Zahrbock and carried, Council approved to dismiss the city from the class action case for PFAS contamination due to the sampling data finding currently no detectable amounts of any PFAS in any of the City’s drinking water sources. The City is not likely to recover anything from the

settlements for its lack of PFAS detection; however, if potential future recoveries arise, the city may enter itself back into the case.

### **EMPLOYEE WELLNESS PROGRAM**

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

### **2024 ENTERPRISE FUND REVIEW**

City Manager Val Halvorson reviewed the position of the Enterprise Funds in 2024. The enterprise budgets will proceed with the utility rate study rates completed with Ehlers based on project repayments and operational budgets: Water 11%, Sewer 8%, Storm Sewer 5%, Sanitation 4%, and Electric 4%. No action taken.

### **CITY MANAGER’S REPORT**

**Task Force Update:** The next Task Force meeting will be held on January 10<sup>th</sup> at noon.

**Chili Cookoff:** The city employees are holding a chili cookoff on Tuesday and need judges from city council and EDA.

**MN National Guard:** The MN National Guard will be reviewing their Master Plan in 2024, however, they have confirmed that Madison is the next military construction project after Anoka.

### **MAYOR/COUNCIL REPORTS**

**Solar Question:** City Manager Halvorson reported that the City and Missouri River Energy spoke to the resident with solar panels whom Councilmember Zahrbock inquired about. The solar panels are confirmed to not be interconnected with the City distribution network.

**Daycare Meeting:** Councilmember Conroy reported on the daycare meeting held with the Little Eagles Daycare Coordinator. The budget is greatly improving, and the culture and community involvement is positive, as well.

**Chamber After Hours:** Will be held on Wednesday, November 29<sup>th</sup> from 4:30pm-6:30pm at Heather Floral. The lighting of Tree of Hope will be at 6:45pm.

### **DISBURSEMENTS**

Upon motion by Volk, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between November 13 and November 27, 2023. These disbursements include United Prairie Check Nos. 65345-65395. Debit card and ACH transaction were also approved as listed.

### **CLOSED SESSION – CITY MANAGER REVIEW**

Mayor Thole temporarily adjourned the regular meeting to Closed Session at 5:42 p.m. for City Manager review. Regular meeting was reopened at 5:55 p.m. upon completion of review.

There being no further business, upon motion by Conroy, seconded by Meyer and carried, meeting adjourned at 6:00 pm.

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

**ATTEST:**

\_\_\_\_\_  
Christine Enderson – City Clerk



## Monthly Summary

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**Account**

City of Madison  
Consolidated

11/30/2023

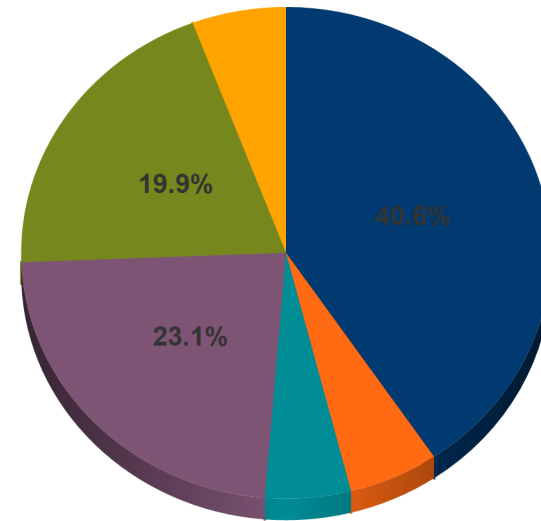




### Weighted Averages

Average Yield	2.92
Average Maturity	1.31
Average Coupon	1.83
Average Duration	2.69
Average Moody	Aa2
Average S&P	AA
Average Fitch	Not Rated

### Fixed Income Allocation



### Fixed Income Totals

Par Value	4,293,000
Market Value	4,143,673.08
Total Cost	4,304,491.54
Net Gain/Loss	-160,818.45
Annual Income	77,769.67

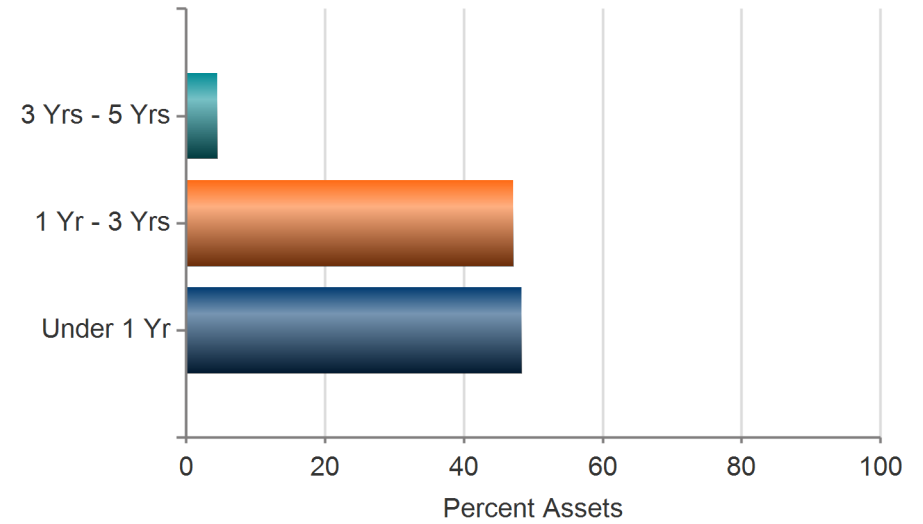
Security Type	Market Value	% Fixed Income	% Assets
MUNICIPAL BONDS (USD)	1,680,742.42	40.6	40.6
GOVERNMENT BONDS (USD)	227,382.58	5.5	5.5
CMO (USD)	216,746.49	5.2	5.2
TREASURY BILLS (USD)	957,554.62	23.1	23.1
CERTIFICATES OF DEPOSIT (USD)	823,441.88	19.9	19.9
GOVERNMENT AGENCIES (USD)	237,805.09	5.7	5.7
<b>Fixed Income Total</b>	<b>4,143,673.08</b>	<b>100.0</b>	<b>100.0</b>



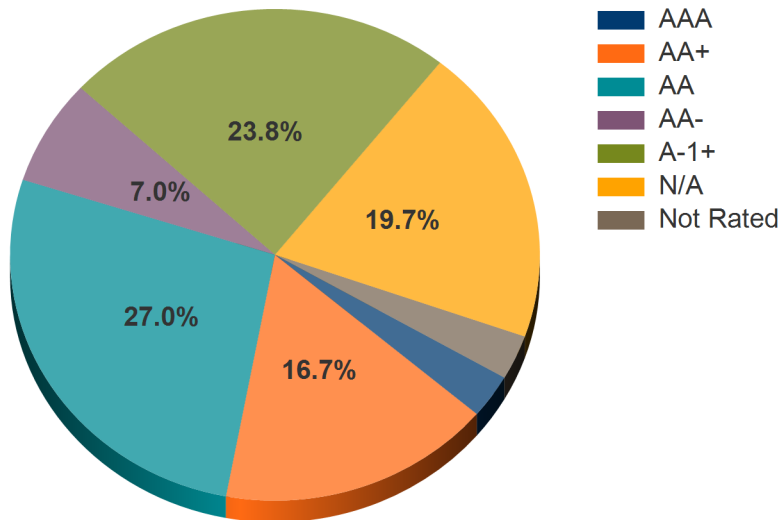
## Distribution by Maturity

Maturity	Number	Market Value	% FI Holdings	Average YTM	Average Coupon	Average Duration
Under 1 Yr	9	2,021,265.17	48.3	3.4	0.580%	1.8
1 Yr - 3 Yrs	13	1,972,237.33	47.2	2.3	2.814%	3.4
3 Yrs - 5 Yrs	2	189,252.58	4.5	4.7	4.525%	4.4

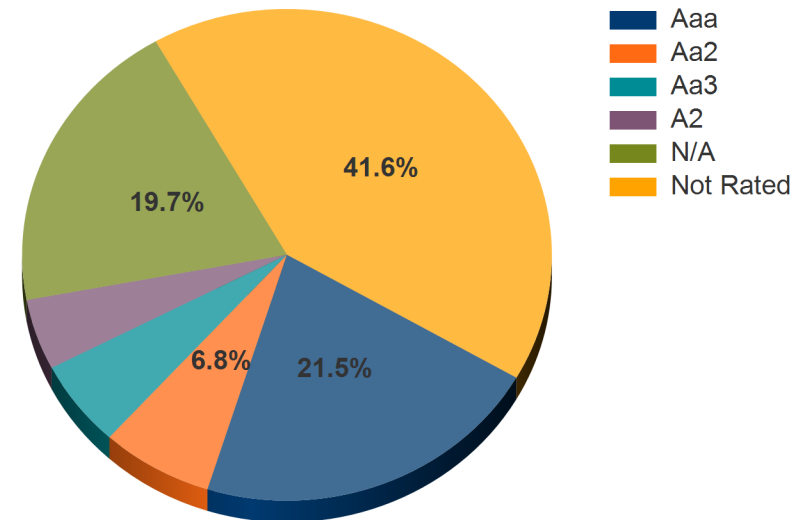
## Distribution by Maturity

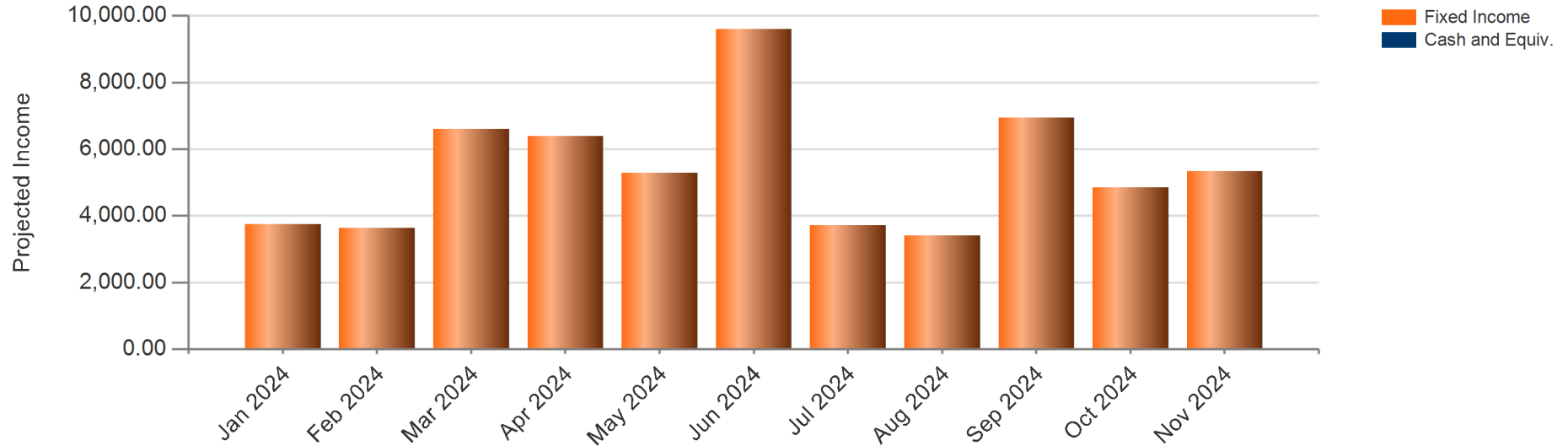


## Distribution by S&P Rating



## Distribution by Moody Rating





	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024
Cash and Equiv.	10.48	10.48	10.48	10.48	10.48	10.48	10.48	10.48	10.48	10.48	0.00
CASH AND EQUIVALENTS (USD)	10.48	10.48	10.48	10.48	10.48	10.48	10.48	10.48	10.48	10.48	0.00
Fixed Income	3,740.15	3,621.74	6,592.22	6,382.92	5,288.15	9,596.75	3,695.45	3,385.49	6,930.87	4,839.37	5,331.26
MUNICIPAL BONDS (USD)	2,354.66	2,000.00	0.00	4,625.08	3,127.85	1,702.75	2,354.66	2,000.00	0.00	3,498.58	3,127.85
GOVERNMENT BONDS (USD)	0.00	236.25	0.00	361.88	0.00	0.00	0.00	0.00	236.25	0.00	0.00
CERTIFICATES OF DEPOSIT (USD)	1,385.49	1,385.49	2,480.35	1,385.49	2,149.82	7,527.27	1,340.79	1,385.49	2,582.75	1,340.79	2,203.41
GOVERNMENT AGENCIES (USD)	0.00	0.00	4,111.88	0.00	0.00	356.25	0.00	0.00	4,111.88	0.00	0.00
<b>Total</b>	<b>3,750.63</b>	<b>3,632.22</b>	<b>6,602.70</b>	<b>6,382.92</b>	<b>5,288.15</b>	<b>9,596.75</b>	<b>3,705.93</b>	<b>3,395.97</b>	<b>6,941.35</b>	<b>4,849.85</b>	<b>5,331.26</b>
<b>Grand Total</b>	<b>59,477.72</b>										

# Memo

**To:** City Administrator & City Council  
**From:** Dale Hiepler, Liquor Store Manager  
**Date:** 12/8/2023  
**Re:** November Sales

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Sales for November were \$46,360.70 compared to \$41,378.93 last year; a \$4,982 increase. For the year, we show sales of \$477,046 compared to \$435,728 last year; a \$41,318 increase.

Liquor again led the way with \$3,896 increase, beer had a modest \$886 increase and miscellaneous a modest \$200 increase.

For the year, liquor shows sales of \$196,682 compared to \$163,187 last year; a \$33,495 increase. Beer has sales of \$270,044 compared to \$262,341 last year; a \$7,703 increase.

We now enter the holiday season, always a fun time of year.

**CITY OF MADISON  
MUNICIPAL LIQUOR STORE**

**LIQUOR DISPENSARY REPORT**  
Statement for the month of November 2023

SALES	2022	2023	% of Sales	2022 YTD	2023 YTD	% of Sales
Liquor	17410.22	21305.99	45.96%	163,187.25	196,681.76	41.23%
Beer	23136.58	24022.00	51.82%	262,340.81	270,044.07	56.61%
Mix, Ice, Etc.	832.13	1032.71	2.23%	10,200.88	10,320.50	2.16%
<b>TOTAL SALES</b>	<b>41378.93</b>	<b>46,360.70</b>	<b>100.00%</b>	<b>435,728.94</b>	<b>477,046.33</b>	<b>100.00%</b>
<b>COST OF SALES</b>						
Inventory at 1st of month	50550.10	56419.22	121.70%	500,960.52	505,790.73	106.03%
Purchases	31076.11	24194.33	52.19%	318,009.98	336,215.37	70.48%
Freight	227.75	336.69	0.73%	2083.13	2470.31	0.52%
Inventory at end of month	53302.50	49193.16	106.11%	521,958.36	516,950.56	108.36%
<b>TOTAL COST OF SALES</b>	<b>28551.46</b>	<b>31,757.08</b>	<b>68.50%</b>	<b>299,095.27</b>	<b>327,525.85</b>	<b>68.66%</b>
<b>GROSS PROFIT</b>	<b>12827.47</b>	<b>14,603.62</b>	<b>31.50%</b>	<b>136,633.67</b>	<b>149,520.48</b>	<b>31.34%</b>
<b>OPERATING EXPENSE</b>						
Labor	5892.09	6527.15	14.08%	51,443.41	51,277.21	10.75%
PERA	191.02	291.76	0.63%	1,804.43	2,950.02	0.62%
FICA	450.62	499.21	1.08%	3,934.10	3,921.35	0.82%
Mandatory Medicare	0.00	0.00	0.00%	29.30	0.00	0.00%
* Worker's Compensation	184.69	183.19	0.40%	2,031.59	2,015.09	0.42%
City Health Insurance	261.72	8.07	0.02%	2,919.36	88.77	0.02%
General Supplies	18.47	0.00	0.00%	836.09	1,289.22	0.27%
* Audit Service	83.33	91.67	0.20%	916.63	1,008.37	0.21%
Dues & Subscriptions	20.00	20.00	0.04%	1,011.00	961.00	0.20%
Licenses & Taxes	0.00	0.00	0.00%	0.00	0.00	0.00%
Telephone & Internet	71.95	117.33	0.25%	1,115.32	1,199.73	0.25%
Advertising	380.00	460.00	0.99%	2,952.50	3,546.00	0.74%
Utilities	456.42	596.69	1.29%	4,951.30	5,340.25	1.12%
* Property Insurance	94.67	110.17	0.24%	1,041.37	1,211.87	0.25%
Training	0.00	0.00	0.00%	0.00	0.00	0.00%
Building Maint.	32.25	0.00	0.00%	1,270.73	0.00	0.00%
Equipment Maint.	0.00	0.00	0.00%	300.38	0.00	0.00%
Contractual Services	693.58	774.46	1.67%	6,099.34	7,305.68	1.53%
Travel	0.00	0.00	0.00%	0.00	0.00	0.00%
* Dram Shop Insurance	42.58	41.92	0.09%	468.38	461.12	0.10%
Miscellaneous-xfer to Gen	0.00	20000.00	43.14%	20,000.00	24,296.19	5.09%
Depreciation	369.27	126.65	0.27%	3,966.61	1,393.15	0.29%
<b>TOTAL OPERATING EXPENSE</b>	<b>9242.66</b>	<b>29848.27</b>	<b>64.38%</b>	<b>107,091.84</b>	<b>108,265.02</b>	<b>22.69%</b>
<b>Operating Income</b>	<b>3584.81</b>	<b>-15,244.65</b>	<b>-32.88%</b>	<b>29,541.83</b>	<b>41,255.46</b>	<b>8.65%</b>
<b>Nonoperating Revenues:</b>						
Interest Income	0	0.00	0.00%			0.00%
<b>NET INCOME</b>	<b>3584.81</b>	<b>-15,244.65</b>	<b>-32.88%</b>	<b>29,541.83</b>	<b>41,255.46</b>	<b>8.65%</b>

Transfer out to Gen Fund -\$20,000 (not in calculations)

\* Standard values per month

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

November 30, 2023

**MEDA LOANS (REVOLVING LOAN FUND)**

LOAN NAME	NOTE #	FINAL MATURITY	ORIG LOAN Amount	MONTHLY PAYMENT	DAY DELINQ	AMOUNT DELINQ	BALANCE
Susana C. Wittnebel	MGD#1010	10/15/23	\$2,500.00	tax assessment	199	\$216.06	\$411.54
LqP Ag Society/Fair Board-10 year no interes		12/31/27	\$85,000.00	\$3000/year			\$12,000.00
Lien Lumber/Chyde Strand		08/01/27	\$15,500.00	\$163.72			\$13,796.01
Torchwood Communications, LLC**		07/01/25	\$2,000.00	\$46.00			\$889.32
MD Lawncare CIP		02/01/26	\$2,000.00	\$50.00			\$1,263.65
Bella Calluna CIP		02/01/26	\$2,000.00	\$50.00			\$1,263.65
Rural Solutions CIP		03/01/26	\$2,000.00	\$50.00			\$1,312.71
Madison Chiropractic**		03/01/26	\$2,000.00	\$50.00			\$1,309.50
LqP Ag Society/Fair Board-5 year no interest		12/31/26	\$50,000.00	\$10000/year			\$30,000.00
The Sticks Bar & Grill		04/01/30	\$20,000.00	\$281.50			\$18,513.93
Stan's Standard**		11/01/25	\$1,389.00	\$50.00			\$1,131.12
The Sticks Bar & Grill-CIP		03/01/27	\$2,000.00	\$50.00			\$1,762.89
VFW**		03/01/27	\$2,000.00	\$50.00	Paid in Full 11-15-23		\$0.00
<b>TOTAL MEDA LOANS (REVOLVING LOAN FUND)</b>				<b>\$841.22</b>		<b>\$216.06</b>	<b>\$83,654.31</b>

\*\*Has completed CIP and received forgivable portion.

**FUND BALANCE AVAILABILITY**

	MEDA LOANS (RLF)	TOTALS
<b>Fund Balance</b>	\$139,087.92	\$139,087.92
<b>Less Loans Outstanding</b>	\$83,654.31	\$83,654.31
<b>Less Payments Outstanding</b>	\$0.00	\$0.00
<b>Bank Acct Available as of</b>	<b>\$55,433.61</b>	<b>\$55,433.61</b>
November 30, 2023		
		<b>MEDA Balance: \$55,433.61</b>

**MEDA FUND BALANCE INCOME**

January 2023 Int <b>\$99.46</b>	April 2023 Int <b>\$96.51</b>	July 2023 Int <b>\$203.92</b>	Oct 2023 Int <b>\$374.96</b>
February 2023 Int <b>\$99.04</b>	May 2023 Int <b>\$92.10</b>	Aug 2023 Int <b>\$334.56</b>	Nov 2023 Int <b>\$373.15</b>
March 2023 Int <b>\$88.56</b>	June 2023 Int <b>\$177.43</b>	Sept 2023 Int <b>\$328.85</b>	Dec 2023 Int
<b>2023 YTD Interest</b>			<b>\$2,268.54</b>



# Pooled Cash Report

City of Madison, MN  
For the Period Ending 11/30/2023

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<b>CLAIM ON CASH</b>					
<a href="#">101-10110</a>	Claim On Cash - General	378,974.00	34,685.40	413,659.40	
<a href="#">201-10110</a>	Claim On Cash	181,204.99	16,435.05	197,640.04	
<a href="#">202-10110</a>	Claim On Cash	73,137.82	1,922.28	75,060.10	
<a href="#">205-10110</a>	Claim On Cash	298.50	(298.50)	0.00	
<a href="#">211-10110</a>	Claim On Cash	99,075.82	35,646.04	134,721.86	
<a href="#">212-10110</a>	Claim On Cash	52,525.88	2,779.75	55,305.63	
<a href="#">225-10110</a>	Claim On Cash	112,326.56	16,000.00	128,326.56	
<a href="#">350-10110</a>	Claim On Cash	65,138.91	273,013.39	338,152.30	
<a href="#">351-10110</a>	Claim On Cash	77,263.99	(5,166.25)	72,097.74	
<a href="#">353-10110</a>	Claim On Cash	(116,011.72)	147,610.00	31,598.28	
<a href="#">406-10110</a>	Claim On Cash	0.00	0.00	0.00	
<a href="#">407-10110</a>	Claim On Cash	(663,215.54)	(432,525.95)	(1,095,741.49)	
<a href="#">420-10110</a>	Claim On Cash	151,584.95	(35,806.55)	115,778.40	
<a href="#">425-10110</a>	Claim On Cash	261,977.72	199,000.25	460,977.97	
<a href="#">430-10110</a>	Claim On Cash	14,861.19	90,000.00	104,861.19	
<a href="#">601-10110</a>	Claim On Cash	132,199.66	(273,977.74)	(141,778.08)	
<a href="#">602-10110</a>	Claim On Cash	209,252.69	(126,595.42)	82,657.27	
<a href="#">603-10110</a>	Claim On Cash	160,812.53	(35,380.16)	125,432.37	
<a href="#">604-10110</a>	Claim On Cash	2,592,252.12	(64,883.61)	2,527,368.51	
<a href="#">605-10110</a>	Claim On Cash	242,988.08	(122,604.71)	120,383.37	
<a href="#">609-10110</a>	Claim On Cash	154,879.10	(29,455.24)	125,423.86	
<a href="#">614-10110</a>	Claim On Cash	324,342.00	(105,148.47)	219,193.53	
<a href="#">851-10110</a>	Claim On Cash	311,086.94	18,000.00	329,086.94	
<b>TOTAL CLAIM ON CASH</b>		<u>4,816,956.19</u>	<u>(396,750.44)</u>	<u>4,420,205.75</u>	
<b>CASH IN BANK</b>					
<b>Cash in Bank</b>					
<a href="#">999-10101</a>	Cash In Bank-UP, UP-ICS & ONB	123,479.27	3,869.50	127,348.77	
<a href="#">999-10104</a>	Cash In Bank-UP SCDP	73,308.34	1,623.78	74,932.12	
<a href="#">999-10105</a>	Cash In Bank-UP MEDA	52,653.86	2,779.75	55,433.61	
<a href="#">999-10106</a>	Cash In Bank-Ehlers	4,567,514.72	(405,023.47)	4,162,491.25	
<b>TOTAL: Cash in Bank</b>		<u>4,816,956.19</u>	<u>(396,750.44)</u>	<u>4,420,205.75</u>	
<b>Wages Payable</b>					
<a href="#">999-22303</a>	Wages Payable	0.00	0.00	0.00	
<b>TOTAL: Wages Payable</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>TOTAL CASH IN BANK</b>		<u>4,816,956.19</u>	<u>(396,750.44)</u>	<u>4,420,205.75</u>	
<b>DUE TO OTHER FUNDS</b>					
<a href="#">999-22301</a>	Due To Other Funds	4,816,956.19	(396,750.44)	4,420,205.75	
<b>TOTAL DUE TO OTHER FUNDS</b>		<u>4,816,956.19</u>	<u>(396,750.44)</u>	<u>4,420,205.75</u>	
<b>Claim on Cash</b>	4,420,205.75	<b>Claim on Cash</b>	4,420,205.75	<b>Cash in Bank</b>	4,420,205.75
<b>Cash in Bank</b>	4,420,205.75	<b>Due To Other Funds</b>	4,420,205.75	<b>Due To Other Funds</b>	4,420,205.75
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>

Water Plant Monthly Report Year: 2023

		January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
Aqua Hawk (AH 127)	Used (gal)	21.5	10	24	20.5	31.5	27.5	22	25	25	20	20		247
	Cost	\$293.91	\$136.70	\$328.08	\$280.24	\$430.61	\$375.93	\$300.74	\$341.75	\$341.75	\$273.40	\$27.40		\$3,130.51
KMnO4	Used (lbs)	344	303.6	335	265.65	489	369.1	193.5	185.3	163.35	143.9	128		2920.4
	Cost	\$1,702.80	\$1,502.82	\$1,658.25	\$1,314.97	\$2,414.61	\$1,827.05	\$957.97	\$917.29	\$826.88	\$728.42	\$649.20		\$14,500.26
Anti Scalant	Used (gal)	25.5	27.5	25.75	23.5	36.75	7.23	26.25	31.875	30.75	27.125	27		289.23
	Cost	\$1,362.47	\$1,469.33	\$1,375.82	\$377.65	\$1,963.55	\$386.30	\$1,402.54	\$1,703.08	\$1,642.97	\$1,449.29	\$1,415.90		\$14,548.90
Polyphosphate	Used (gal)	46	42	46.5	43.5	63	70.5	61	55.75	49.5	39	44		560.75
	Cost	\$739.22	\$674.94	\$747.26	\$699.05	\$1,012.41	\$1,132.94	\$980.27	\$895.90	\$95.47	\$626.73	\$699.05		\$8,303.24
Chlorine	Used (lbs)	83	55	90	84	135	204	325	282	244	270	248		2020
	Cost	\$115.37	\$76.45	\$125.10	\$116.76	\$187.65	\$283.56	\$451.75	\$391.98	\$408.21	\$451.71	\$478.98		\$3,087.52
Polymer (Nuclear 7768 or AH9937)	Used (gal)	1.2	1.75	2.09	1.72	2.16	3.11	4.48	2.69	2.929	2.518	2		26.647
	Cost	\$43.21	\$63.02	\$75.26	\$64.94	\$77.65	\$111.99	\$166.24	\$94.15	\$102.52	\$88.12	\$69.12		\$956.22
Fluoride	Used (gal)	13.75	15.5	15.25	13.25	24	18	18.25	18	16.5	16.25	14		182.75
	Cost	\$79.06	\$89.13	\$30.19	\$76.19	\$138.00	\$103.50	\$104.99	\$103.50	\$94.88	\$93.44	\$79.06		\$991.94
Sodium Meti-Bisulfate	Used (lbs)	10.5	7.9	7.2	7.55	11.5	0	7.9	10.05	9.75	9.35	8		89.7
	Cost	\$14.81	\$11.14	\$10.15	\$10.65	\$16.22	\$0.00	\$11.14	\$15.28	\$14.82	\$14.21	\$11.48		\$129.90
R <sub>o</sub> O <sub>u</sub> Pre-Filters	Used (case)	2	1	1	1	4	0	0	1	2	1	1		14
	Cost	\$568.84	\$300.36	\$300.36	\$300.36	\$1,201.44	\$0.00	\$0.00	\$300.36	\$600.72	\$300.36	\$300.36		\$4,173.16
RO Cleaner P903-Low pH	Used (lbs)	0	0	0	0	0	0	0	0	135	0	0		135
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$715.50	\$0.00	\$0.00		\$715.50
Sodium Hydroxide	Used (gal)	0	0	0	0	0	0	0	0	0	0	0		0
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
RO Cleaner P192/111 - High Ph	Used (lbs)	0	0	0	0	0	0	0	0	135	0	0		135
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$337.50	\$0.00	\$0.00		\$337.50
Caustic Soda 50% & 30%	Used (gal)	66	71	73	67.5	102.5	12.5	77	92	71	65	54		751.5
	Cost	\$585.42	\$629.77	\$647.51	\$598.73	\$909.18	\$110.88	\$682.99	\$816.04	\$629.77	\$576.55	\$478.98		\$6,665.82
Hydrachloric Acid 31%	Used (gal)	0	0	0	0	0	0	0	0	0	0	0		0
	Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

Well gal Pumped	x1000	5481	5041	5453	4735	7031	5074	5589	5427	5224	4733	4303		58091
Hi service gal, pumped	x1000	3389	3076	3366	2962	4319	4922	4512	3898	3728	3392	3119		40683
Gallons to Waste	x1000	972	954	981.72	876	1339.26	157.5	939.3	1221.579	1222.715	1069.667	985.21		10718.951
RC membrane gal pumped	x1000	3414	3414	3471	3113	4649	8.6	3256	4114	4025	3830	3524		36818.6
Backwash gal pumped	x1000	1058	939	1050	977	1399	837	818	589	572	511	465		9215
w. p water meter gallons	Actual	176140	177020	193160	171440	226140		34268	28854	27676	24835	22702		1082235
Treated accounted gal	Actual	33100	4000	187000	0	800		6600	13050	2400	13000	0		259950
Soft Water gal sold	Actual	0	0	0	750	0		300	0	0	2200	0		3250
Baseball Field well gal pumped	Actual	0	0	0	0	654500	444615	323885	283700	4900	0	0		1711600

# **Madison Ambulance Service**

## **November 28<sup>th</sup>, 2023**

**Call to Order:** 8:35pm

**Attendance:** Done

**Approval of the Last Meeting Minutes:** no changes, approved as printed

**Treasurer Report:** \$14,836.33

**Training Officers Report:** Next 44plan in January, Brittany will be in touch with those who have to recert March 31<sup>st</sup> 2024.

**Run Review:**

**Old Business:**

- Run Reports – get juveniles' parent names, make sure to be correct in narrative to report, do not get into discussion on billing with patients-never indicate we won't bill them, when bringing a patient back home from hospital-there is add'l paperwork to be filled out, we do not give courtesy rides-law enforcement should be addressing anyone that needs a ride to a destinate as needed, be complete on treat-no-transport as there is a possibility of charges.
- New Emt's-NT is going to try to do a refresher course as she did not pass last test; next class in the spring if anyone is interested.
- Ambulance License Renewal-completed week of Nov 20th
- Basket Bingo – attendance possibly down, ordered extra BBQs (but used at 44plan), next year suggestion to have a written-out plan, keep baskets behind until end of night, proceeds netted approx. \$6500.00.

**New Business:**

- Billing Company-still working on
- New Equipment - \$28,000 and \$32,000 on new Zole (two models) with \$5500 trade in
- BI-Laws – will be uploaded to Google docs and link texted out
- 401 – start putting in #1, currently still in shop in Marshall.
- K-9 – Police Only K9, transport to vet, motioned by Maria, second by Jeremy in case of emergency and need of transport to nearest available Vet, all approved.
- Payroll – Dec 13<sup>th</sup>, if you want paystub emailed let Scott know.
- Meetings – thoughts on longer meeting one a month, looking for input at next meeting, add to new/updated by-laws
- Gun Bingo – January 19<sup>th</sup>, VFW would like us to sell 50/50 ticket and we would get proceeds from it – one raffle for the night, we will commit need two people to be there.



- 400-Inverter out, someone coming to fix, cot not working someone coming next Tuesday to look at it
- Mental Health vehicle – new tires, new struts, new highlight coming next week; new gas card – code on the vehicle (if problem call dispatch), any other issues please advise Brian and or Al at the SO
- Elections of Officers – City Council will need to approval all nominations
  - Chief:1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> call for motion for Scott, no additional; Matt motion and Kelly second to elect Scott, all approved.
  - Asst Chief: motion for Kristin, Marissa, Kelly motion to cease nominations, votes counted and Kristin elected.
  - Secretary/Treasurer: motion for Maria, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> call, no additional nominations, Nate motion to cease Jeremy seconded, Maria elected, all approved.
  - Training: motion for Brittany, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> call, no additional nominations, Matt motion to cease Dan second, Brittany elected, all approved.
  - Maintenance: motion for Peter, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> call, no additional nominations, Dan motion to cease Matt second, Peter elected, all approved.
  - Kristin decline election. Discussion. Motion to reopen Asst Chief by Matt. Asst Chief nomination for Maria 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> call for motion, no additional nominations, Matt motion to cease nominations, Brittany seconded. Maria elected, all approved.
  - Maria motioned to reopen Secretary/Treasurer. Sec/Treas nomination for Heather 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> call for motion, no additional nominations, Dan motion cease Peter 2<sup>nd</sup>, Heather elected, all approved.

**Motion to Adjourn: 9:25pm by Ashley, Peter second.**

**Rig Inspection/Hall Duties: Completed**

**Next Meeting: December 12th, 2023 @ 6:30 pm**



## **Memo**

**To:** Mayor and City Council

**From:** Christine Enderson, City Clerk

**Date:** December 11, 2023

**Subject:** Demolition /Special Assessments

Bill Matthes, Marilyn Olson-Matthes, and Delite Ludvigson purchased property at 311 and 307 7<sup>th</sup> Avenue formerly owned by Madison Business Development. They have combined two parcels into one and are requesting that the remaining Infrastructure Replacement Project special assessments on the 311 7th Avenue parcel be removed. The remaining special assessments for utility work would be \$281.47 and for street work would be \$30.66.



## **Memo**

**To:** Mayor and City Council

**From:** Christine Enderson, City Clerk

**Date:** December 11, 2023

**Subject:** Demolition /Special Assessments

Maria Skog purchased property at 619 and 613 2<sup>nd</sup> Avenue formerly owned by Jennifer and Jason Long. They have combined two parcels into one and are requesting that the remaining Infrastructure Replacement Project special assessments on the 619 2<sup>nd</sup> Avenue parcel be removed. The remaining special assessments for utility work would be \$281.47 and for street work would be \$30.66.

Regular Drill Meeting

10/16/2023

The Madison Volunteer Fire Department met in regular session with Assistant Chief Jerod Zimbelman presiding.

Roll call and minutes of the last meeting were read and approved.

Jared Rakow gave the treasurers report and it was approved as read. We have received \$16,958 in mail-in donations so far, which is above normal. So far we have received \$25,700 for the fish house raffle.

Training officer report: - A walk-through of the Madison Health Services buildings was completed tonight.

Emergency calls since our last meeting:

1. None

Make sure to bring in your raffle ticket donations to Brian Tebben or Jerod Zimbelman. Need to get these all sold as soon as possible. If you need tickets let either Brian or Jerod know.

On all active fire calls, make sure to remind dispatch to call for ambulance as well.

MFD has been contacted to complete a house burn on the house south of the Sticks. This request needs to get the City of Madison's approval before we can move forward. If it is a go, it was suggested to see if the burn could be done in conjunction with the upcoming Firefighter I and II training.

2024 Elections are coming up – please put your name on the board if willing to serve.

Rope rescue equipment – the Moorhead Fire Department had 4 used Multi-Purpose Devices (MPDs) that they may be willing to sell as they have transitioned to a different type of device. To allow MFD to get up to standard we need one more of these devices and Mark Olson made a motion to offer \$300 for one of the Moorhead Fire Departments used MPDs, which was seconded by Steve Olson. Motion passed by voice vote.

Next meeting is scheduled for November 20<sup>th</sup>.

Hall Duties for November: Damon Streich and Chris Nelson.

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

Don Tweet, Secretary

## Regular Drill Meeting

11/20/2023

The Madison Volunteer Fire Department met in regular session with Chief Brian Tebben presiding.

Roll call and minutes of the last meeting were read and approved.

Jared Rakow gave the treasurers report and it was approved as read. We have received \$19,687 in mail-in donations to date. So far we have received \$34,800 for the fish house raffle.

Training officer report: - rope training was held tonight. The rope training team needs to have more members to make it more effective, by a showing of hands it appears there are about four more people interested in joining. Also, the team needs to meet and figure out who is going to lead this team moving forward.

Tyler Engesmoe will get in contact with the school to see if they'd be willing to take the lead regarding the potential house burn next to the Sticks.

Documents listing different training classes were passed around. Please let Tyler Engesmoe know which ones you feel would be the most beneficial.

Emergency calls since our last meeting:

1. October 17 – corn field fire, Ryan Ulstad
2. October 29 – hog barn fire, cancelled

VPW is doing a gun bingo on January 19<sup>th</sup> and has offered MFD to do 50/50 raffle in conjunction with this.

Holiday Ham Bingo is scheduled for December 9<sup>th</sup>. We need everyone to pitch in to make this a success. Individuals are needed to: get prizes from area businesses, get flyers and ads ran, make bars/cookies, etc. Please pitch in where you can. For a meal we will do BBQ, chips and a bar for a suggested donation of \$5 per meal. Hams have been ordered. We will also do a 50/50 raffle like we did last year.

Bellingham Fire Department is burning a house on 12/2 located in Louisburg. They need us to bring a tanker and will be doing entry. If you can participate let Brian Tebben know.

Dawson Fire Department is also burning a house on 12/2.

CRP burns are done. Bellingham Fire Department helped with one of the burns so Jerod Zimbelman made the motion to donate \$250 to them for their assistance, seconded by Trevor Kirschbaum. Motion passed by voice vote.

The FEMA grant application period is open where we can ask for assistance to help update our cascade system and purchase extrication tools. The cost to have the grant application processed is \$500. Chris Hansen made the motion to spend the \$500 to pursue the FEMA grant, seconded by Jerod Zimbelman. Motion passed by voice vote.

Funding that we were awarded for is in reserves for now. Brian Tebben will meet with Val Halvorson to discuss options for using it.

2024 Elections are coming up – please put your name on the board if willing to serve.

Next meeting is scheduled for December 18<sup>th</sup> which will include our Annual and Relief Association meetings.

Hall Duties for December: Chris Hansen and Adam Weber.

Motion was made by Jerod Zimbelman to adjourn meeting, seconded by Ross Olson, carried.

Don Tweet, Secretary



3724 West Avera Drive  
PO Box 88920  
Sioux Falls, SD 57109-8920  
Telephone: 605.338.4042  
Fax: 605.978.9360  
[www.mrenergy.com](http://www.mrenergy.com)

November 22, 2023

Christine Enderson  
Madison Municipal Utilities / City  
404 6th Ave  
Madison, MN 56256-1237

RE: Official Notice of January 1, 2024 S-1 Rates

Dear Christine Enderson:

Rate Schedules B and C to the S-1 Power Sale Agreement (S-1 Agreement) between Missouri River Energy Services (MRES), Western Minnesota Municipal Power Agency, and your utility are enclosed. Schedule B includes power supply rates for all members, and Schedule C reflects transmission rates for the various transmission groups.

The changes to the 2024 Supplemental Power Demand and Energy rates in Schedule B compared to the 2023 rates are as follows:

- Spring/Fall demand rates will increase to \$9.75/kW from \$9.50/kW.
- Time-Of-Use (TOU) energy rates will increase as follows:

	2023	2024
On Peak (cents per kWh)	\$0.043	\$0.046
Mid Peak (cents per kWh)	\$0.033	\$0.034
Off Peak (cents per kWh)	\$0.023	\$0.024

All other power supply rates remain unchanged from 2023.

The average power supply rate for all members is projected to be approximately 5.7 cents per kWh in 2024, an increase from the projected 2023 average power supply rate of 5.5 cents per kWh. The average MRES power supply rate for your utility will depend on the seasonal and annual load factor of your utility.

The Supplemental Power Demand and Energy rates will be effective January 1, 2024, and the current rates are:

	Rates Effective 01/01/2024	Current Rates
<b>Power Supply Rates:</b>		
Supplemental Power Demand during June, July, and August (per kW)	\$19.00	\$19.00
Supplemental Power Demand during January, February, and December (per kW)	\$15.00	\$15.00
Supplemental Power Demand during all other months (per kW)	\$9.75	\$9.50
Energy for Supplemental Power (per kWh) (TOU implemented in 2023)		
On Peak	\$0.0460	\$0.0430
Mid Peak	\$0.0340	\$0.0330
Off Peak	\$0.0240	\$0.0230
Production Cost Adjustment Base (per kWh)	\$0.030	\$0.030
Green Energy Rate adders, i.e., in addition to the energy for supplemental power noted above:		
Renewable Energy Certificate (REC) not specifically associated with an MRES-contracted renewable resource (Standard REC) (per kWh)	\$0.001	\$0.001
REC specifically associated with an MRES-contracted renewable resource (MRES Resource REC) (per kWh)	\$0.002	\$0.002

Your community will pay the transmission rate for the Southwest Power Pool (SPP) Upper Missouri Zone (UMZ) in the enclosed Schedule C. The 2022 UMZ transmission rate is \$6.62 per kilowatt (kW) month, approximately 10.5 percent higher than the \$5.99 per kW month rate in 2023. The monthly billing for UMZ transmission is based on the average of the 2023 demand purchases from MRES to match how transmission costs are incurred from SPP. Schedule C includes a transmission cost adjustment provision for the difference between the revenue collected under the rates established and the actual transmission cost MRES incurs on behalf of your utility. This transmission cost adjustment was implemented to ensure that MRES only collects revenue equal to the transmission costs incurred and that MRES does not over or under collect.

The attached Schedules B and C fulfill the requirements of Section 7 of the S-1 Agreement and supersede any previously issued rate schedules.

If you have any questions regarding the enclosed information, please call Chris Olson at 800-678-4042.

Sincerely,



Matthew E. Schull  
President and Chief Executive Officer

Enclosures

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

**Balance Carry Over Dec 31, 2013**

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

**11/30/2023**

Gen - Employee He	\$ 43,829.74	Dec'21 Res-21-52	\$ (1,000.00)							\$ 42,829.74
Gen - Grand Theatr	\$ 7,786.75	May'22 Donations	\$ 132.00	Jan'23 Donations	\$ 395.00	Aug'23 GT Donations	\$ 378.00			\$ 8,691.75
Gen - LqP Players - F	\$ 50,000.00	*Dec'15 Res15-38	\$ (50,000.00)	Jun 21' LqP Players/	\$ 5,000.00	Sep'21 LqP Players	\$ (5,000.00)	Dec'21 Nibbe Found	\$ 1,000.00	\$ 1,000.00
Cont.-Res-Escrow-f	\$ 0.18	Feb'22 State Farm	\$ 55,101.00	May'22 Theilke reimb	\$ (55,101.00)	May'22 Storm Escrow	\$ 12,330.94	Jul'22 Reimb Storm	\$ (12,330.94)	\$ 0.18
Res-COVID-19 ARPA	\$ 162,611.76	Oct'22 Res22-41 xfer	\$ (90,000.00)	Nov'23 Res 23-44To	\$ (22,000.00)	Nov'23 Res 23-44 To	\$ (20,000.00)			\$ 30,611.76
Res-Escrow-SS con	\$ 20,950.00	Nov'21j.Roberts 1/2	\$ 1,125.00	Dec'21 W.MN Abstra	\$ 1,125.00	Sep'22 Wollschl Exca	\$ (2,250.00)	Aug'23-CAS Plumbin	\$ (14,250.00)	\$ 6,700.00
Electric cont'd	\$ 219,924.45	OCT'22-FIBER PMT	\$ (200,000.00)	Oct'22 Res22-41 xfer	\$ 20,000.00	Nov'23 Res 23-44 Frd	\$ 20,000.00			\$ 59,924.45
Sanitation cont'd	\$ 104,763.51	OCT'22-FIBER PMT	\$ (200,000.00)	OCT'22-LqP Co pmt	\$ 100,000.00	Oct'22 Res22-41 xfer	\$ 40,000.00	Nov'23 Res 23-44 Frd	\$ 40,000.00	\$ 84,763.51
Conduit Finance Fund	\$ -	November 2016	\$ 25,000.00							\$ 25,000.00
<b>Reserved/Designated</b>										<b>\$ 259,521.39</b>
Gen.Fund Misc. Tran	\$ 60,999.56	Dec'21 Res-21-36	\$ (50,000.00)							\$ 10,999.56
Interest Earned cont	\$ 63,265.99	2021 Audit Expense	\$ (1,200.00)	2022 Audit Expense	\$ (3,500.00)					\$ 58,565.99
<b>Unreserved/Undesig</b>										<b>\$ 69,565.55</b>
										<b>\$ 329,086.94</b>

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

Beginning Balance Dec 31, 2018

**11/30/2023**

Parks cont'd	\$ 86,266.52	Nov'23 Res 23-44 Frd	\$ 25,000.00							\$ 111,266.52
Madison Arts Council	\$ 11,703.88	Aug'23 Prolmage-clot	\$ (180.00)	Oct'23-G.Park Mural f	\$ (9,715.00)	Oct'23 Jim's Clothing-	\$ (60.00)	Nov'23 Prolmage-clot	\$ (180.00)	\$ 1,568.88
Flags of Honor	\$ 8,813.75	Nov'22 Statuary USA	\$ (7,713.75)							\$ 1,100.00
Skating Rink	\$ -	Nov'23 Donations	\$ 2,250.00	Nov'23 B.Engasmoe-	\$ (407.00)					\$ 1,843.00
<b>Reserved/Designated</b>										<b>\$ 115,778.40</b>

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

Beginning Balance Dec 31, 2018

**11/30/2023**

Administration con't	\$ 19,643.11	Nov'23 T.Tech	\$ (69.30)	Nov'23 Res 23-44 Frd	\$ 20,000.00	Nov'23 Res 23-44 Frd	\$ 30,000.00			\$ 69,573.81
City Hall Project con	\$ (16,954.35)	Oct'22 Res22-41 xfer	\$ 30,000.00	Dec'22 Res22-58 from	\$ 2,748.25	Nov'23 Res 23-44 Frd	\$ 30,000.00			\$ 45,793.90
Fire Department cd	\$ 195,979.10	Nov'22 Farmers Mutu	\$ 500.00	Nov'23 Res 23-44 Frd	\$ 34,100.00					\$ 230,579.10
Library	\$ -	Dec'21 Aud Adj Roof	\$ (1,320.00)	Dec'22 Res22-58 from	\$ 1,320.00	Nov'23 xfer from 420	\$ 69,969.55			\$ 69,969.55
Downtown Revitalizati	\$ -	Dec'18 Res 19-12	\$ 4,369.05	Aug'21 xfer CIP MED	\$ (4,000.00)	Oct'22 Res22-41 xfer	\$ 10,000.00	Nov'23 Res 23-44 Frd	\$ 10,000.00	\$ 20,369.05
Grand Theatre cont.	\$ 22,192.56	Dec'21 Res-21-52	\$ 2,500.00	Nov'22 Roof Co. The	\$ (5,000.00)	Nov'23 Res 23-44 Frd	\$ 5,000.00			\$ 24,692.56
<b>Reserved/Designated</b>										<b>\$ 460,977.97</b>
										<b>\$ 460,977.97</b>

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

Beginning Balance Dec 31, 2018

**11/30/2023**

Street Dept Cont'd	88422.51	May'23Kamco crack s	\$ (29,595.00)	Aug'23 Kubota,blower	\$ (44,044.59)	Nov'23 Res 23-44 Frd	\$ 90,000.00			\$ 104,782.92
Interest Earned		2020 Int Allocation	\$ 78.27							\$ 78.27
<b>Unreserved/Undesig</b>										<b>\$ 78.27</b>
										<b>\$ 104,861.19</b>

Y:\Reserve & Capital Project Funds\Reserve & Cap Proj tracking worksheet.xlsx]Sheet1

\$ 1,010,704.50



# CITY COUNCIL CHECKLIST

12/7/2023

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	Final Pay Ap	
MNDOT 2023	5/11/2015	Zahrbock	CM, Engineer	Punch list items remain - manholes is one of them	
Downtown Renovation Fund	1/1/2022	Meyer	CM,	Forfeited property sold	
EDA CIP Program	1/1/2022	EDA	EDA	5 awards for 2023	
Downtown Open Space-Block 48	9/19/2022	Conroy	CM EDA	Working on New Signage	
Daycare Performance/EDA Appropriation	9/1/2017	EDA	Community	Report to EDA and Daycare Committee 11/21/23	
May 12, 2022 Storm	5/12/2022	Council	CM, EM	Final Claims Submitted	
Infrastructure North Expansion	9/1/2021	Council	CM, council	RL Larson complete for 2023	
City Hall Restoration and Maintenance	6/1/2017	Council	CM, BM	Punch List Items and Final report to do	
Tennis/Basketball Courts	7/2/2021	Conroy	CM, Parks	DNR grant not awarded	
Carneige Library Roof	1/1/2022	Parks	Manager	Memo sent to SHPO - waiting for approval - then seek bids	
Grand Theatre Projector	1/23/2023	Maynard	CM, council	Projector and Future Operations	
Military Statue	11/1/2023	Zahrbock	PZ, TV, CM	Seek Partners for Coast Guard and Nurse Statue/Park Board/VFW	
Welcome Sign School Pride State Champ	8/20/2022	Zahrbock	CM, PZ, AC	School is still in favor and will resume discussion	

***City of Madison***  
***Grant Administration Service Agreement***

*THIS AGREEMENT*, by and between the City of Madison, Minnesota (hereinafter collectively “the City”), and Development Services, Inc. of Ivanhoe, Minnesota (hereinafter “DSI”):

*WHEREAS*, DSI was retained to submit a Small Cities Development Program (hereinafter “SCDP”) grant application to the Minnesota Department of Employment & Economic Development (hereinafter “DEED”) from the government body; and,

*WHEREAS*, administrative services are needed in order to implement said SCDP grant upon being funded; and,

*NOW THEREFORE*, it is understood and agreed as follows:

**Section 1**  
**Contracting Clause**

The City hereby retains DSI to perform necessary services to carry out grant administration and program implementation activities in connection with the SCDP grant (CDAP-23-0001-O-FY24), effective as of the award of said grant.

**Section 2**  
**Project**

The project is to include the following activities: (A.) general grant administration; and (B.) the rehabilitation of an overall goal of 21 owner-occupied single-family houses and 3 single-family rental units.

**Section 3**  
**Basic Services of DSI**

(A.) General Grant Administration. DSI will:

- 1.) Prepare documents required for the release of SCDP grant funds, including: Grantee Information Sheet; Fair Housing & Equal Opportunity Summary; Antidisplacement & Displacement Minimization Plan; Section 3 Compliance Plan; Fair Housing Plan; Citizen Participation Plan; HUD Disclosure Report; Procurement Policy; Excessive Force Policy; Drug-Free Workplace Policy.
- 2.) Complete the required Environmental Review Record for the project, including research concerning potential environmental impacts of the project; solicit comments from agencies and parties for environmental review; prepare and publish public notices of environmental impacts; Maintain a record of all environmental review steps and tasks; Prepare the paperwork and documentation for Release of Funds.

- 3.) Work with grant program staff at DEED, prepare periodic and final reports, and handle other submissions that are required throughout the life of the project.
- 4.) Process payments to contractors and requests for drawdown of grant funds from DEED, with approval of expenditures by the Madison City Council, in their capacity as the lead governing body for the SCDP grant.
- 5.) Be authorized to submit payment requests to DEED for the drawdown of SCDP funds according to the timetable and procedures established by DEED for such drawdowns.
- 6.) Prior to the close-out of the grant, perform all loan servicing and revolving fund tasks outlined in Section 7.
- 7.) Administer compliance regulations relating to civil rights, equal opportunity, displacement minimization, Section 3 employment opportunities, Fair Housing, and other grant-required compliance areas.
- 8.) Complete all close-out documents and activities that are required upon conclusion of the grant.
- 9.) Provide regular reports to the local governing body, attend City Council and other meetings as needed, and perform other activities as required for the implementation of the project.

(B.) Housing / Rental Rehabilitation.

- 1.) Program design. DSI will finalize the guidelines for the rehabilitation programs and implement the program in accordance with those guidelines.
- 2.) Receive and process applications for the program. DSI will evaluate and process applications, along with determining the applicants' eligibility for rehabilitation assistance.
- 3.) Other leveraged funds. DSI will track and account for non-SCDP grant funds, which are leveraged into each rehab project. If leveraged funds are obtained from another agency, at a minimum, a written confirmation will be obtained from that agency before any rehab work is placed under contract. If an owner's cash is leveraged, or the City or its EDA or HRA have committed cash to the project, these funds will be paid upfront and escrowed into a separate account for the most efficient disbursement.
- 4.) Inspections prior to bidding. DSI's building inspector will conduct initial inspections of rehab properties.
- 5.) Determine the feasibility of repairing individual buildings. The inspector will also determine the feasibility of repairs. Some buildings that apply may be in good condition and will not need repairs. Other buildings may have deteriorated to the point where the structure is beyond repair.

- 6.) Lead risk assessment and clearance. Rehabilitation of owner-occupied housing is subject to federal lead paint requirements. DSI will arrange the lead risk assessments and post-rehab clearances required by the grant program through a subcontracted, procured firm specializing in this service. The expenses of lead risk assessments and clearances are project costs and will be charged to each individual rehab project, as may be applicable.
- 7.) Prepare work write-ups in a format for owners to seek bids. DSI will: Certify contractors who wish to participate in the program; Determine whether contractors have received the necessary Lead Supervisor or Lead Worker training to enable them to bid on owner-occupied housing rehab jobs; Collect insurance information from the contractors or their agents in order to document liability coverage and other insurance protections; Prepare and monitor rehabilitation contracts between the owner and contractor; Conduct interim progress and final inspections to assure that satisfactory work is performed by the contractor(s); Assist in resolving disagreements between owners and the contractors.
- 8.) Federal Labor Standards. Projects using SCDP funds that involve physical construction, such as public facilities, commercial rehabilitation, and residential rental rehabilitation of eight or more units under one site or within one building, are subject to compliance with federal labor standards, including but not limited to the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor Regulations ( 29 CFR Part 5) and the Contract & Work Hours Safety Standards Act (40 U.S.C. 3701-3708). DSI will monitor contractors' performance under these Labor Standards requirements and act as the local governing body's agent in their enforcement.
- 9.) Debarment and Suspension (Executive Orders 12549 and 12689). The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded or declared ineligible for participation in federal assistance programs and activities. DSI will comply with the requirements of 2 C.F.R. Part 180, subpart c, and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout any contract period that may arise from this offer.
- 10.) Domestic preferences for procurements. DSI will monitor the compliance of contracts and subawards with the requirements of 2 C.F.R. 200.322 as appropriate, and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 11.) At the conclusion of the grant program, the local governing body shall decide whether the permanent administrative and project files shall remain with DSI or be delivered to the local governing body. All parties acknowledge the responsibility to maintain confidentiality concerning the files and to abide by provisions of the Minnesota Data Practices Act.
- 12.) Decisions by DSI can be appealed to the local governing body or, in the case of owner/contractor disputes, to a formal arbitration process.

**Section 4**  
**Other Project Implementation Services**

- (A.) DSI will be responsible to the local governing bodies for all activities specified in this Agreement.
- (B.) DSI will have sole authority to carry out all administrative activities specified in this Agreement.
- (C.) Decisions reached by DSI under either grant program can be appealed to the City Council or, in the case of owner/contractor disputes, to a formal arbitration process.
- (D.) DSI will work with the local governing bodies and/or such committees as may be established in coordinating the planning and implementation of the project.
- (E.) DSI will furnish to the local governing bodies such periodic reports as they may request pertaining to the services undertaken under this Agreement, the costs and obligations incurred or to be incurred in connection therewith, or such other matters as they may require.
- (F.) DSI will, as requested, provide to the local governing bodies copies of any and all reports or documents that are created, generated, or obtained by DSI in the course of providing their services, which documents may be retained by the local governing bodies as a part of their permanent records.

**Section 5**  
**Limitations on DSI's Services**

- (A.) DSI will not render legal advice.
- (B.) DSI will not be responsible for the disbursement of monies from DEED, the U.S. Department of Housing & Urban Development, or other relevant agencies if the same does not occur in a timely fashion or in accordance with normal practices of the agencies involved.
- (C.) DSI will not be responsible to lenders for non-payment by building rehabilitation owners and/or borrowers.
- (D.) DSI will not prepare documents for subordination to another lender of the local governing body's lien/mortgage position.

**Section 6**  
**Compensation & Payment**

- (A.) Base contract payment to DSI shall not exceed the grant administration budget approved by DEED, that is, the sum of \$106,405.

- (B.) DSI will bill 95% of the amounts in Section 6(A) of this Agreement monthly over the amount of time estimated to complete the programs' goals as stated in the Grant Agreements.

The remaining 5% of the amounts in Section 6(A) will be billed upon completion of the goals, as both parties may modify from time to time, and all grant program requirements are completed with the final required reports and documents being submitted to DEED.

- (C.) In the event that the accomplishments of the SCDP grant program will exceed the goal of rehabilitating 24 single-family housing structures, DSI shall be entitled to additional compensation from the City at a rate proportional to that which was established by the SCDP program for the original goals, that is, \$3,800 per additional structure rehabilitated.
- (D.) In the event that services from DSI are requested by the City after the date that the project is closed, said services shall be outlined and agreed to in a separate service agreement.

### **Section 7 Loan Servicing & Revolving Fund**

- (A.) The rehabilitation projects will generate program income through the repayment of loans. Loan servicing tasks typically include collecting, recording, and depositing monthly loan payments; issuing annual 1098 interest-paid statements to borrowers for IRS income tax purposes; and monitoring non-payment and delinquencies. Collection on delinquent loans can only be initiated by the local governing body.
- (B.) The receipt of loan repayments will establish a Revolving Fund. Tasks associated with administering the Revolving Fund typically include maintaining separate accounts for the participating Cities; segregating program income between housing rehabilitation and commercial rehabilitation activities; seeing to the use of program income to offset SCDP grant drawdowns until such time as the grant is closed; and submitting an annual online Post Close Out Program Income Report to DEED.
- (C.) Program income funds will be re-used in accordance with the regulations of the SCDP program, as described in section 31 of the SCDP Grant Agreement. These guidelines require that all program income received by the City(ies) from this or any previous SCDP grants while this grant is open must be the first funds utilized for grant-related activities associated with this SCDP grant. The utilization of these funds does not reduce the amount of funds available from DEED under this grant, but rather, are added to the overall project budget to allow for additional work to be performed within the scope of the grant.
- (D.) If, either prior to the close-out of the SCDP grant or following its close-out, the City elects to retain DSI for loan servicing and/or Revolving Fund administration, those services shall be billed at DSI's standard billing rates, separately and in addition to the fees specified in Section 6.

## Section 8 City Responsibilities

Among the City's responsibilities under this Agreement are:

- (A.) Make available to DSI, at no cost and in a timely manner, any available data, studies, reports, maps, and other documents in their possession or available to them pertinent to the services to be performed.
- (B.) Assist DSI in arranging and scheduling meetings and contacts with local public officials, private agencies, and individuals.
- (C.) Provide any legal information, guidance, and advice necessary hereunder.
- (D.) Cooperate and assist in assembling information, data, and other aid needed to facilitate DSI's activities hereunder, including review by local officials and other governmental agencies.
- (E.) Provide locally committed funds. The City(s) will transfer all local government funds, which were committed to the program in the SCDP application, into an escrow account maintained by DSI at the time the program begins. Said funds will be managed by DSI in the same manner, similar to what is outlined in Section 3(B)(3).
  - 1.) The City of Madison has committed \$20,000 to the Small Cities rehabilitation program.
- (F.) The City of Madison will authorize three individuals as City representatives to review, approve, and sign expenditure project-related vouchers and checks for the SCDP program. The City may elect to have the same three individuals process administration payments to DSI in the same manner or have administration payments processed at meetings of the City Council.
- (G.) The City of Madison will establish a separate account specifically to account for the repayment of loan funds, generated revenue, and program income associated with just this SCDP grant. This account will also reflect any distributions of funds for program expenses or reuse of funds for HUD-approved purposes.
- (H.) Provide DSI with at least three weeks advance notice of any scheduled audits or compliance issues that may require involvement or time from DSI staff.
- (I.) Notify the City's auditor of the award of this Small Cities Grant and consult with the auditor concerning compliance with A-133 audit requirements in the event that the City expends over \$750,000 of federal funds during their fiscal year.
- (J.) The parties to this Agreement both agree that they shall first look to their respective insurance carriers before pursuing any claim for indemnity against the other party to this Agreement. Beyond any available insurance settlement proceeds, the City agrees to indemnify and hold harmless DSI, and DSI agrees to indemnify and hold harmless the City against any legal action brought by any person or corporate entity arising out of or claimed to be arising out of, the performance of either party under this Agreement.

**Section 9**  
**Termination**

- (A.) This Agreement may be terminated by either party, at any time, by giving a minimum of fourteen (14) calendar days written notice of such termination and specifying the effective date thereof.
- (B.) In such event of termination: All finished or unfinished documents, data, files, records, and reports prepared by DSI under this Agreement shall become the property of the local governing body; DSI shall be entitled to receive just and equitable compensation for any work completed; and DSI shall have no obligation to finish work in progress.

**Section 10**  
**“Section 3” Compliance**

- (A.) In connection with the carrying out of this Agreement, all parties shall comply with Section 3 of the Housing and Urban Development Act of 1968.
- (B.) Section 3 requires to the greatest extent feasible, opportunities for training and employment to be given to lower-income persons residing in the area of the project and to utilize business concerns which are located in or owned in substantial part by persons residing within the project area.

**Section 11**  
**Equal Opportunity in Employment**

- (A.) In connection with the carrying out of this Agreement, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Statute 214), Section 109 of the Housing and Community Development Act of 1974, and Amendments and Regulations issued thereto. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60 1-3 will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulation at 41 CFR part 60. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (B.) During the performance of this Agreement, DSI agrees as follows: DSI will not discriminate against any employees or applicants for employment because of their race, creed, sex, color, and/or national origin. DSI will take affirmative actions in order to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, or national origin. Such action shall include, but shall not be limited to, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. DSI shall



post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of DSI, DSI will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

## **Section 12 Other Compliance Provisions**

- (A.) DSI will comply with all other relevant assurances and requirements relating to the SCDP grant, now in effect or to be established at a later date by the State of Minnesota and/or the federal government, with which the local governing bodies are required to comply.
- (B.) DSI will comply with provisions of the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented in U.S. Department of Labor regulations (29 CFR, Part 3).
- (C.) DSI hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- (D.) DSI will comply with grant agency requirements of 37 C.F.R. Part 401 and any implementing regulations issued by the awarding agency. "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement and/or grant agency requirements and regulations pertaining to copyrights and rights in data.
- (E.) DSI shall provide to the local governing bodies, the grant agency, the Comptroller General of the United States, or any of their will authorized representatives access to any books, documents, paper, and records of DSI that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcripts. DSI shall maintain all required records for three years after the close of this project.
- (F.) Notice to Contractor (DSI): "You are required by Minnesota Statutes, 1982, Section 270.66, to provide your Social Security number or Minnesota tax identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations." For Development Services, Inc.:
  - 1.) Minnesota Tax ID Number: 2600082
  - 2.) Federal Employer ID Number: 41-1631981
- (G.) DSI will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies

to the tier above that it will not and has not used federally appropriate funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.C.S. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

- (H.) DSI will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- (I.) In the performance of this contract, DSI shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired and agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.
- (J.) DSI will comply with the requirements of 2 C.F.R. 200.216, which prohibits the procurement from obtaining or renewing a contract to obtain equipment service or systems that use covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system and describe in Public Law 115-232, section 889.

### **Section 13 Governance Provisions**

- (A.) Severability. If any portion or portions of this Agreement are found to be in conflict with federal or state law or regulation, the remaining portions of this Agreement shall remain unaffected and binding upon both parties.
- (B.) Disputes. This Agreement shall be subject to the provisions of Minnesota Law. Pending resolution of a claim, DSI shall proceed diligently with the performance of the contract until any disputes are resolved.
- (C.) Minnesota Law to Control. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Minnesota.
- (D.) Assignability. DSI may not assign or transfer any interest in this Agreement without the prior written consent of the City. Provided, however, claims for money due or to become due to DSI from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, without such approval. Notice of any such assignment shall be furnished promptly to the City.
- (E.) Interest of Contractor. DSI presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement.



City of Madison

Resolution  
Adopting Small Cities Development Grant Plans & Documents

WHEREAS, the City of Madison has been awarded a Small Cities Development Grant (CDAP-23-0001-O-FY24) from the Minnesota Department of Employment & Economic Development, and,

WHEREAS, certain plans and documents are required to be adopted by the grant program:

BE IT RESOLVED, by the City Council of the City of Madison, acting as lead entity for said Small Cities Development Grant, that the following Small Cities Development Grant plans and documents are hereby adopted:

- “Certification for a Drug-Free Workplace”
- “Excessive Force Policy”
- “Residential Anti-Displacement & Relocation Assistance Plan”
- “Program Income Plan”
- “Section 3 and Women or Minority-Owned Business Plan”
- “Fair Housing Plan”
- “Procurement Standards”
- “Applicant/Recipient Disclosure/Update Report”

Done this 11th day of December 2023.

\_\_\_\_\_  
Greg Thole, Mayor

Attest: \_\_\_\_\_  
Val Halvorson, City Manager

# Certification for A Drug-Free Workplace

Applicant Name

City of Madison, Minnesota

Program/Activity Receiving Federal Grant Funding

Small Cities Development Grant CDAP-23-0001-O-FY24

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

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

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

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

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

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

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

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

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

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

City-wide in the City of Madison.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729,3802)

Name of Authorized Official

Greg Thole

Title

Mayor, City of Madison

Signature

Date

December 11, 2023

Pursuant to Special Condition #25 of the FY'2024 Small Cities Development Grant Agreement (CDAP-23-0001-O-FY24), the City of Madison hereby adopts the “Excessive Force Policy” presented below.

Approved by the Madison City Council by December 11, 2023, “Resolution Adopting Small Cities Development Grant Plans & Documents.”

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### **Excessive Force Policy**

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

The City of Madison, Minnesota, also will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

---

Greg Thole, Mayor

---

Val Halvorson, City Manager

**Residential Anti-displacement and Relocation Assistance Plan**  
under Section 104(d) of the Housing and Community Development Act of 1974, as Amended

The City of Madison anticipates participating in the Minnesota Small Cities Development Program. Through this participation, rehabilitation of owner-occupied homes will occur. The consequence of the proposed activities is that the potential for displacement exists, although it is not anticipated. The purpose of the Residential Anti-displacement and Relocation Assistance Plan is to describe the steps the City of Madison shall take to mitigate the adverse effects of displacement on low and moderate-income persons.

I. The City of Madison will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, Part 570.606 and 24 CFR, Part 42. All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City of Madison to provide funds for an activity that will directly result in such demolition or conversion, the City of Madison will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:

- A. A description of the proposed assisted activity;
- B. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activities;
- C. A time schedule for the commencement and completion of the demolition or conversions;
- D. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the City of Madison will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as possible;
- E. The source of funding and a time schedule for the provision of replacement dwelling units;
- F. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
- G. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is

consistent with the housing needs of low and moderate-income households in the jurisdiction.

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

II. The City of Madison will provide relocation assistance, as described in 24 CFR, Part 570.488(c)(2), to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low/moderate-income dwelling unit to another use in connection with an assisted activity.

III. Consistent with the goals and objectives of activities assisted under the Act, the City of Madison will take the following steps to minimize the displacement of persons from their homes:

1. Coordinate Code Enforcement with rehabilitation and housing assistance programs.
2. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
3. Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods
4. Where feasible, give priority to the rehabilitation of housing, as opposed to demolition, to avoid displacement.

IV. Definitions for the purposes of this plan are as follows:

A “**low/moderate-income dwelling unit**” is a unit with a market rent, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the HUD Section 8 existing housing program. A “vacant occupiable dwelling unit” is a vacant unit that is in standard condition; or in substandard but suitable for rehabilitation condition; or in dilapidated condition and occupied less than three months from the date of the grantee agreement.

An “**Occupiable Dwelling Unit**” is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

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

A “**Substandard Condition**” dwelling unit is a unit if it does not meet HUD Section 8 Housing Quality Standards (HQS) which includes lacking the following: complete plumbing, complete



kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. In addition, the dwelling may be overcrowded defined as more than one person per room).

A “**Substandard but Suitable for Rehabilitation Condition**” dwelling unit, at a minimum, is a dwelling unit that does not meet Housing Quality Standards (HQS) with some of the same features as a “substandard condition” dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation.

A “**substandard but suitable**” dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a “Standard” dwelling unit.

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Greg Thole, Mayor

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Val Halvorson, City Manager

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Date

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Date

**AFFIDAVIT OF POSTING**

State of Minnesota            )  
  ) SS  
County of Lac que Parle        )

Greg Thole, being duly sworn on oath, says that he is the Mayor of the City of Madison and has full knowledge of the facts which are stated below:

- 1.     The City of Madison has posted the Residential Anti-Displacement & Relocation Assistance Plan, as required for the Small Cities Development Program grant CDAP-23-0001-O-FY24.
  
- 2.     The notice was posted on December 11, 2023, in the Madison City Hall in public view, and shall remain posted for the duration of the Small Cities Development Grant.

By: \_\_\_\_\_  
Greg Thole  
City of Madison, Mayor

Subscribed and sworn to before me on this

\_\_\_\_\_ day of December 2023

By: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota

## **Madison Housing Project**

### **Small Cities Development Program (SCDP) Income Reuse Plan**

All income and repayments received through the Small Cities Development Program (SCDP) loans will be used for further rehabilitation activities and will be consistent with the application for funds and the Contract Agreement. If income received exceeds \$35,000 in any given federal fiscal year (Oct. 1 – Sept. 30), the funds will follow federal policies (similar to the original grant) regarding federal objectives, tiered environmental reviews, lead base paint, and federal labor standards. If income received is below the \$35,000 threshold, it will still be used for rehabilitation activities, but following federal policies is not required.

A SCDP Post Closeout Program Income Report will be accurately completed and submitted to the Minnesota Department of Employment and Economic Development (DEED) by October 15 each year.

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Greg Thole, Mayor

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Val Halvorson, City Manager

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Date

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Date

Pursuant to Special Condition #33 of the FY'2024 Small Cities Development Grant Agreement (CDAP-23-0001-O-FY24), the City of Madison hereby adopts the "Section 3 Women or Minority-Owned Business Plan" presented below.

Approved by the Madison City Council by December 11, 2023, "Resolution Adopting Small Cities Development Grant Plans & Documents."

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### **Section 3 and Women or Minority-Owned Business Plan**

The City of Madison, in conjunction with Small Cities Development Program Grant #CDAP-23-0001-O-FY24, has the following plan to direct employment and other economic opportunities generated by U.S. Department of Housing & Urban Development (HUD) financial assistance for housing and community development programs to the greatest extent feasible, toward low- and very-low-income persons, particularly those who are recipients of government assistance for housing.

This plan outlines how the City of Madison and its sub-recipients, contractors, and subcontractors will comply with HUD's Section 3 Requirements, as applicable, in implementing the City of Madison's SCDP grant. To the greatest extent feasible, funded project work will be directed toward low- and very low-income persons and Section 3 businesses. In addition, to the greatest extent feasible, work will also be directed toward women-or minority-owned businesses. Being a Section 3 business or a woman- or minority-owned business is not required; however, preference is given to those businesses.

A business may be considered a Section 3 business if they meet one or more of the following criteria:

1. At least 51% of the business is owned and controlled by low- or very low-income persons; or
2. At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing or
3. Over 75% of the labor hours performed for the business over the prior three-month period are performed by section 3 workers

The City of Madison will attempt to recruit Section 3, women- or minority-owned businesses, or low- or very low-income workers through:

- 1.) Attempt to recruit low-income residents through at least one of the following:
  - a. Local advertising media, city-specific SCDP social media advertising, signs prominently displayed at the project sites, contracts with the community organizations and public or private agencies operating within the county in which Section 3-covered programs or
  - b. Projects are located or participate in a HUD program or other program that promotes the training or employment of Section 3 residents or
  - c. Will participate in a HUD program or other program that promotes the award of contracts to businesses that meet the definition of Section 3.

- 2.) Require all building rehabilitation contractors to complete and submit the Section 3 Business Certification Form prior to awarding contracts. Said forms will be provided to contractors by the City's Grant Administrator.
- 3.) The City and its Grant Administrator will maintain a list of Section 3, women or minority-owned businesses. While being a Section 3, women or minority-owned business is not required for the program, the City will give preference to qualified, competitive Section 3, women or minority-owned businesses.

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Greg Thole, Mayor

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Val Halvorson, City Manager

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Date

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Date

Pursuant to Special Condition #27 of the FY'2024 Small Cities Development Grant Agreement (CDAP-23-0001-O-FY24), the City of Madison hereby adopts the "Fair Housing Plan" presented below.

Approved by the Madison City Council by December 11, 2023, "Resolution Adopting Small Cities Development Grant Plans & Documents."

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## Fair Housing Plan

The following minimum steps will be taken to promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open:

- 1.) Distribute Fair Housing information through the use of posters to be displayed conspicuously in public places.
- 2.) Issue a press release for the local newspaper notifying people that questions about Fair Housing matters can be directed to the Grant Administrator.
- 3.) Include Fair Housing information in applications for housing and commercial rehabilitation assistance.
- 4.) Place Fair Housing brochures for the public in locations such as local banks, restaurants, post office, and city hall.
- 5.) Identify individuals in the community who have special interests in housing issues (such as landlords, real estate salespeople, etc.) and provide them with specialized Fair Housing information.

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Greg Thole, Mayor

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Val Halvorson, City Manager

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Date

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Date

Pursuant to requirements of the FY'2024 Small Cities Development Grant Agreement (CDAP-23-0001-O-FY24), in compliance with 24 CFR Part 85, the City of Madison, hereby adopts the "Procurement Plan" presented below.

Approved by the Madison City Council by December 11, 2023, "Resolution Adopting Small Cities Development Grant Plans & Documents."

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## **Procurement Plan Small Cities Development Grant Program**

The following procurement standards shall be followed in all matters pertaining to the Small Cities Development Grant Program and shall be consistent with the provisions of the Common Rule, "Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (24 CFR Part 85):

1.) *Applicability.*

These standards establish procedures and guidelines for the procurement of supplies, equipment, construction, and services undertaken through federal assistance programs. These standards are to be followed for the purpose of ensuring that materials and services are obtained efficiently and economically and in compliance with the provisions of federal law and executive orders.

2.) *Local Responsibility.*

These standards do not relieve the City of any contractual responsibilities under its contracts. The City is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These include, but are not limited to, source evaluation, protests, disputes, and claims. Violations of law are referred to local, state, or federal authorities having jurisdiction.

3.) *Protest Procedures.*

a.) Complaints or protests regarding grantee contractor selection should be submitted to:

Business & Community Development Division  
Department of Employment & Economic Development  
First National Bank Building, Suite E-200  
332 Minnesota Street  
St. Paul, Minn. 55101-1351

b.) No protest shall be accepted by the Department of Employment & Economic

Development unless all administrative remedies at the local level have been exhausted. Their review shall be limited to:

- i.) Violations of state law, federal law, or regulations; and,
- ii.) Violations of the local protest procedures or failure to review a complaint or protest.

4.) *Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.*

- a.) These affirmative steps shall be taken to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:
  - i.) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - ii.) Assuring that small and minority business and women's business enterprises are solicited whenever they are potential sources.
  - iii.) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
  - iv.) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
  - v.) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
  - vi.) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed herein.

5.) *Selection Procedures & Competition.*

- a.) All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with these policies. Procurement procedures shall not restrict or eliminate competition through any of the following examples:
  - i.) Placing unreasonable requirements on firms in order for them to qualify for business.
  - ii.) Requiring unnecessary experience and excessive bonding.
  - iii.) Non-competitive pricing practices between firms or between affiliated companies.
  - iv.) Noncompetitive awards to consultants that are on retainer contracts.



- v.) Organizational conflicts of interest.
  - vi.) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement.
  - vii.) Any arbitrary action in the procurement process.
- b.) Procurements will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
  - c.) Nothing in this section preempts state licensing laws.
  - d.) When contracting for architectural and engineering services, geographic locations may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
  - e.) Awards shall be made only to responsible contractors which possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor compliance with public policy, integrity, record of past performance, and financial and technical resources.
  - f.) The City will ensure that all prequalified lists of persons, firms, or products, which are used in acquiring goods and services, are current and include enough qualified sources to ensure maximum open and free competition.
  - g.) The City will not preclude potential bidders from qualifying during the solicitation period.
- 6.) *Methods of Procurement.*
- a.) Procurement shall be made by one of the following methods: (i.) Small purchase procedures; (ii.) Competitive sealed bids with formal advertising; or (iii.) Competitive Negotiations.
    - i.) Small Purchase Procedures.
      - (1) Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), currently set at \$100,000. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.
    - ii.) Procurement by Competitive Sealed Bids with Formal Advertising.
      - (1) Bids will be publicly solicited and a firm-fixed-price contract (lump sum or unit price) shall be awarded to the responsible bidder

whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction.

(2) In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available.
- b. Two or more responsible suppliers or contractors are willing and able to compete for the grantee's business.
- c. The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can appropriately be made principally on the basis of price.

(3) If sealed bids are used the following requirements apply:

- a. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids.
- b. Invitations for bids will include any specifications and pertinent attachments shall define the items, attachments, or services needed in order for bidders to properly respond.
- c. All bids will be publicly opened at the time and place prescribed in the invitation for bids.
- d. A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder.
- e. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest.
- f. Payment discounts will only be used to determine low bid when prior experience indicates that discounts are usually taken advantage of.
- g. Any or all bids may be rejected for sound and documented reasons.

iii.) Procurement by Competitive Proposals.

(1) The technique of competitive proposals is normally conducted with more than one source submitting an offer and in which either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of

sealed bids. If this method is used, the following requirements shall apply:

- a. Requests for proposals will be publicized and identify all evaluation factors and their relative importance.
- b. Any response to publicized requests for proposals shall be honored to the maximum extent that is practical.
- c. Proposals will be solicited from an adequate number of qualified sources.
- d. The City shall conduct technical evaluation of the proposals received and for selecting awardees.
- e. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- f. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.
- g. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort

iv.) Procurement by Noncompetitive Proposals.

- (1) This procedure is procurement from only one source, or when, after soliciting a number of sources, competition is determined to be inadequate.
- (2) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and one of these circumstances applies:
  - a. The item is available only from a single source.
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
  - c. An awarding agency authorizes noncompetitive proposals.
  - d. After solicitation of a number of sources, competition is

determined inadequate.

- e. Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of cost and profit, is required.
- f. The City may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with these Procurement Standards.

7.) *Cost-Plus Contracts.*

The cost-plus a percentage of cost, and percentage of construction cost, methods of contracting shall not be used.

8.) *Local Contracting.*

Pursuant to Section 3 of the Housing & Community Development Act of 1968, as amended, contracts for work and supplies shall be obtained locally whenever possible. Local contracting shall be encouraged and solicited in keeping this Section 3 compliance requirements.

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Greg Thole, Mayor

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Val Halvorson, City Manager

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Date

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Date

Pursuant to regulations of the FY'2024 Small Cities Development Grant Agreement (CDAP-23-0001-O-FY24), the City of Madison, acting as lead entity for said Small Cities Development Grant, hereby adopts the "Applicant/Recipient Disclosure/Update Report" presented below.

Approved by the Madison City Council by December 11, 2023, "Resolution Adopting Small Cities Development Grant Plans & Documents."

## Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 08/31/2006)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

### Applicant/Recipient Information

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Madison 404 6 <sup>th</sup> Avenue Madison, Minnesota 56256 Telephone (320) 598-7373	2. Social Security Number or Employer ID Number:  41-6005335
3. HUD Program Name Small Cities Development Grant, CDAP-23-0001-O-FY24	4. Amount of HUD Assistance Requested/Received \$599,610
5. State the name and location (street address, City and State) of the project or activity: Various locations within the city limits of Madison.	

### Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

### Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

### Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Development Services, Inc. 402 North Harold, P.O. Box 48 Ivanhoe, Minnesota 56142	41-1631981	Grant administration, building inspection, and project management services.	\$98,210–15%

(Note: Use Additional pages if necessary.)

### Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  x Greg Thole, Mayor	Date: (mm/dd/yyyy)  November 11, 2023
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**Certificate of Categorical Exclusion  
Environmental Activities for SCDP Funded Projects**

**Project Name:** Madison Housing Rehabilitation Project  
**Name of Grantee:** City of Madison, Minnesota  
**Activity Budget:** \$649,985.00  
**Grant Number:** CDAP-23-0001-O-FY24

**Choose one of the following:**

**1. I hereby certify that this activity has been reviewed and determined to be categorically excluded per 24 CFR 58.35(a)**

1. Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).

2. Special projects directed to the removal of material and architectural barriers that restrict the mobility and accessibility to elderly and handicapped persons.

3. Rehabilitation of buildings and improvements when the following apply:

(i) For **residential buildings** with 1 to 4 units (either owner or rental), the unit density is not increased beyond 4 units, the land use is not changed and the footprint of the building is not increased in a floodplain or in a wetland;

(ii) In the case of **multifamily residential buildings** (defined as 4+ units):

(A) Unit density will not change more than 20 percent, and;

(B) The estimated cost of rehabilitation will be less than 75% of the total estimated cost of replacement after rehabilitation.

(iii) In the case of **non-residential structures**, including commercial, industrial and public buildings:

(A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and

(B) The activity does not involve a change in land use, such as from nonresidential to residential, commercial to industrial, or from one industrial use to another.

4. An individual activity on a maximum of four dwelling units and where there is a maximum of four units on any one site. Example: The

units can be four one-unit buildings or one four-unit building or any combination of; or

(ii) An individual activity on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.

\_\_\_ 5. Acquisition (including leasing), or equity loans on existing structures, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.

\_\_\_ 6. Combinations of the above activities (indicate which).

**2. I certify that the above mentioned project has been reviewed and determined to be a**

**Categorically Excluded activity per 24 CFR 58.35(b):**

\_\_\_ 1. Tenant –based rental assistance;

\_\_\_ 2. Supportive services including, but not limited to health care, housing services, permanent housing placement, day care, nutritional services, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local, state, and federal government benefits and services;

\_\_\_ 3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment, and other incidental costs;

\_\_\_ 4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;

\_\_\_ 5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction and/or constructed, including closing costs and down payment assistance, interest buy downs, and similar activities that result in the transfer of title;

\_\_\_ 6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact;

\_\_\_ 7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Sec. 58.47.

If your project falls into any of the above categories listed in 1. or 2. above, you have to submit a Request for Release of Funds (RROF). Submit this document, the RROF and the other forms required to DEED and wait the required 15 or 18 day (15 days for published, 18 days for posted) objection period. Additional information on required forms are listed on the Instructions for Environmental Review (attachments A2 and A3).

By signing below the Responsible Entity certifies that this project is Categorical Excluded and meets the conditions specified for such determination per 24 CFR 58.35(b).

You must keep a copy of this determination in your project files.

**Greg Thole, Mayor of Madison**

\_\_\_\_\_  
**Responsible Entity Certifying Official Name and Title (please print)**

\_\_\_\_\_  
**Responsible Entity Certifying Official Signature**

\_\_\_\_\_  
**Date**



**Broad-Level Tiered Environmental Review  
for Activity/Project that is  
Categorically Excluded Subject to Section 58.5  
Pursuant to 24 CFR Part 58.35(a)**

**Project Information**

**Project Name:** City of Madison Housing Rehabilitation Project

**Responsible Entity (RE):** City of Madison

**State/Local Identifier:** CDAP-23-0001-O-FY24

**RE Preparer:** Jessica Foley

**Certifying Officer:** Greg Thole (Mayor)

**Grant Recipient** (if different than Responsible Entity):  
**Point of Contact:**

**Consultant** (if applicable):  
**Point of Contact:**

**Project Location:** City of Madison

**Additional Location Information:** Citywide

**Direct Comments to:** Jessica Foley/Development Services, Inc.

**Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:**

*This Rehabilitation will be geared to correct and address lead-based paint hazards, Code violations, energy efficiency, health and safety issues, and structural repairs such as new windows, doors, siding, basement repairs, etc. The grant will assist in the rehabilitation of approximately 19 owner-occupied housing and 3 single-family rental units for low and moderate-income households. The Target Area for this project is City-Wide for the community of Madison. These projects are not located within a 100-year floodplain.*

**Approximate size of the project area:**  
*City of Madson: 1.05 square miles*

**Length of time covered by this review: 60 Months**

**Maximum number of dwelling units or lots addressed by this tiered review:**  
**19 Owner-Occupied Homes, 3 Single Family Rental Units.**

**Level of Environmental Review Determination:**

Categorically Excluded per 24 CFR 58.35(a)(3)(i), and subject to laws and authorities at §58.5:

- Rehabilitation of Buildings and Improvements when the following apply:
  - For residential buildings with 1 to 4 units (either owner or rental), the unit density is not increased beyond 4 units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland.

**Funding Information**

<b>Grant Number</b>	<b>HUD Program</b>	<b>Program Name</b>	<b>Funding Amount</b>
<b>CDAP-21-0001-O-FY24</b>	Community Development Block Grant Program (CDBG)	Small Cities Development Program (SCDP)	\$599,610

**Estimated Total HUD Funded Amount: \$599,610**

**Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$649,985**

Breakdown:

SCDP Res. Owner Rehab: \$450,300  
Leveraged Res. Owner Rehab: \$0  
SCDP Rental Rehab-Single Family: \$71,100  
Leveraged Rental Rehab-Single Family: \$30,375  
SCDP Administration: \$78,210  
Leveraged Administration: \$20,000

**Total: \$649,985**

**Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities and Written Strategies**

<p><b>Compliance Factors:</b> Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4, 58.5, and 58.6</p>	<p>Was compliance achieved at the broad level of review?</p>	<p><b>If Yes:</b> Describe compliance determinations made at the broad level. <b>If No:</b> Describe the policy, standard, or process to be followed in the site-specific review.</p>
<p><b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 &amp; 58.6</b></p>		
<p><b>Airport Hazards</b>  24 CFR Part 51 Subpart D</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Minor Rehab will not increase occupant density. The Lac qui Parle Airport is located 1.23 miles from the Project Target Area in Madison. The Target area in the City of Madison is NOT located in a Runway Potential Zone/ Clear Zone and is not within 15,000 feet of a Military Airport.</p>
<p><b>Coastal Barrier Resources</b>  Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Rehab will not impact the Lake Superior Coastal Zone.</p>
<p><b>Flood Insurance</b>  Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>The Target Area in the City of Madison is not located within a 100-year floodplain or special hazard flood zone. Flood insurance is not required.</p>
<p><b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.5</b></p>		
<p><b>Clean Air</b>  Clean Air Act, as amended, particularly section 176(c) &amp; (d); 40 CFR Parts 6, 51, 93</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>The rehabilitation is not in an EPA-designated non-attainment area for pollutants.</p>
<p><b>Coastal Zone Management</b>  Coastal Zone Management Act, sections 307(c) &amp; (d)</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Rehab will not impact the Lake Superior Coastal Zone.</p>
<p><b>Contamination and Toxic Substances</b></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Individual Rehab projects will be evaluated at the Tier 2 level to see if they are located</p>

24 CFR Part 50.3(i) & 58.5(i)(2)]		on/near a site that contains hazardous material that could affect the health and safety of occupants.
<p><b>Endangered Species</b></p> <p>Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>According to the US Fish and Wildlife Service's online Information for Planning and Consultation, two threatened species are in the project area: the Monarch Butterfly and Tricolored Bat. Additionally, seven migratory birds, including the Bald Eagle, Black Tern, Bobolink, Chimney Swift, Lesser Yellowlegs, Pectoral Sandpiper, and Red-headed Woodpecker, may be found in the area. However, the project target area does not offer an attractive habitat for any of these species to live or nest. During the construction, noise and human activity may temporarily displace wildlife from the immediate areas. This impact is expected to be temporary and not have any long-term effects on the species. If any of the species are seen on the project site, every effort will be made to avoid causing them any direct harm. The specific locations of the project will be determined at the Tier 2 level to ensure that there is no impact on any potential endangered or threatened species.</p>
<p><b>Explosive and Flammable Hazards</b></p> <p>24 CFR Part 51 Subpart C</p>	<p>Yes    No</p> <p><input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>Individual rehab projects will be evaluated at the Tier 2 level to see if they are located on/near a site that contains hazardous/flammable material that could affect the health and safety of occupants. In addition, individual rehab properties will be evaluated for toxic hazards, which will be remediated if possible.</p>
<p><b>Farmlands Protection</b></p> <p>Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes    No</p> <p><input checked="" type="checkbox"/>    <input type="checkbox"/></p>	<p>The rehab will not convert agricultural to non-agricultural uses. The project target area is not located within an urbanized area.</p>
<p><b>Floodplain Management</b></p> <p>Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes    No</p> <p><input checked="" type="checkbox"/>    <input type="checkbox"/></p>	<p>The areas where rehabilitation work will occur are not in a 100-year floodplain.</p>

<b>Historic Preservation</b> National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Submission procedures will be addressed in Tier 2 for SHPO and interested THPO when applicable. If needed, a “finding of no adverse effect” will be completed before the commitment of funds for individual projects.
<b>Noise Abatement and Control</b> Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Improved Noise Control will be achieved with rehabilitation. The Lac qui Parle Airport is located 1.23 miles from the Project Target Area in Madison. A railroad is within 3,000 feet of the Target Area in Madison. Project-specific locations will be reviewed for noise abatement and control and addressed at the Tier 2 level.
<b>Sole Source Aquifers</b> Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	The rehab in Madison will not affect the Mille Lacs Lake aquifer of MN.
<b>Wetlands Protection</b> Executive Order 11990, particularly sections 2 and 5	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project target areas are not located within a regulatory floodplain. However, the target area in Madison does include sections of wetland. Project-specific locations will be reviewed and addressed at the Tier 2 level.
<b>Wild and Scenic Rivers</b> Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Rehab will not impact Minnesota's Wild & Scenic Rivers or river segments.
<b>ENVIRONMENTAL JUSTICE</b>		
<b>Environmental Justice</b> Executive Order 12898	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The rehab will improve living conditions for low-income persons. Negative impacts for Projects Specific locations will be determined at the Tier 2 level.

Attach supporting documentation as necessary, including a site-specific checklist.

**Determination:**

- Extraordinary circumstances exist and this project may result in significant environmental impact. This project requires preparation of an Environmental Assessment (EA); OR
- There are no extraordinary circumstances which would require completion of an EA, and this project may remain CEST.

Preparer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title/Organization: Jessica Foley/Director of Community Development /Development Services Inc.

Responsible Entity Agency Official Signature:

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

Name/Title: Greg Thole, Mayor

\_\_\_\_\_

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

**This document represents the Tier 1 or Broad-Level review *only*. As individual sites are selected, this review must be supplemented by individual Tier 2 or Site-Specific reviews for each site. All laws and authorities requiring site-specific analysis will be addressed in these individual reviews.**

**Notice of Intent to Request Release of Funds  
Small Cities Development Program  
State of Minnesota**

Posted December 11, 2023

**Name, Address, Zip Code & Phone # of Grantee**

City of Madison, Minnesota  
404 6<sup>th</sup> Ave  
Madison, MN 56256  
(320) 598-7373

**Telephone Number/Contact Name of Preparing Agency**

Jessica Foley, Development Services, Inc.  
(507) 694-1552

**TO ALL INTERESTED AGENCIES, GROUPS AND PERSONS:**

On or about **December 22, 2024**, the City of Madison will request the Business and Community Development Division (BCD), Small Cities Development Program, Minnesota Department of Employment and Economic Development (DEED), to release federal funds under Title 1 of the Housing and Community Development Act of 1974, as amended (P.L. 98-181) for the following project:

Project Title: “Madison Housing Rehabilitation Project”

Purpose or Nature of Project:

1. The City of Madison will use Small Cities Development Program grant funds to rehabilitate approximately 19 owner-occupied houses and 3 single-family rental units within the municipal limits of the city of Madison. Grant funds will be used in combination with leveraged funds from the city of Madison, property owners, and other sources in order to undertake basic repairs, which may include insulation, weatherization, plumbing, heating, windows and doors, roofing and shingles, siding, code compliance issues, exterior appearance, electrical systems, structural and support systems, foundations, lead-paint interim controls, handicap accessibility, health, and safety improvements, etc. All rehabilitation will occur subject to the SCDP grant's regulatory provisions.

2. Administration of the grant is also a project activity.

Location of Project:

- Madison, Minnesota- Citywide

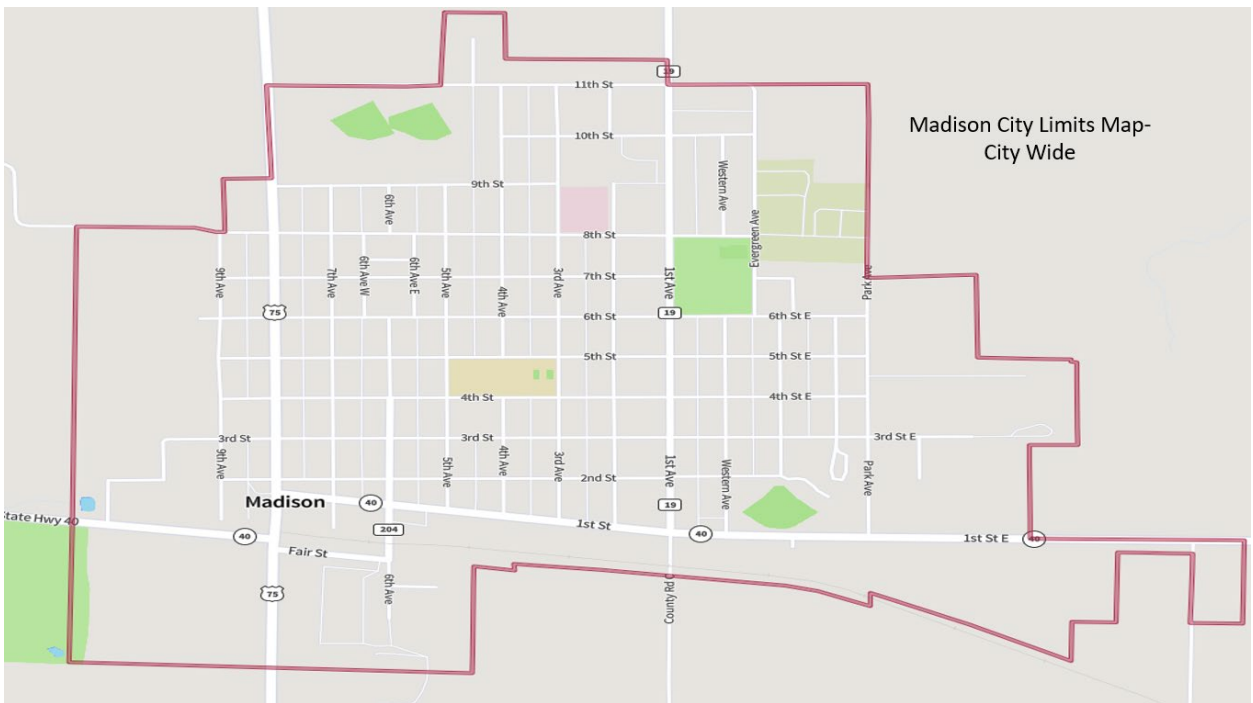
Census Tract(s):

City of Madison; Sections 20, 21, 28, and 29 of T-118N, R-44W (Madison Township), Lac qui Parle County, Minnesota.

SCDP Grant Funds Awarded: \$599,610

Non-HUD Matching Funds: \$50,375

Estimated Total Project Cost: \$649,985



The areas where rehabilitation work will occur are not in a 100-year floodplain.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act Requirements because:

1. Rehabilitation of buildings and improvements when the following apply:
  - a. For **residential buildings** with 1 to 4 units (either owner or rental), the unit density is not increased beyond 4 units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland.

An Environmental Review Record (ERR) respecting this project has been made by the City of Madison that documents the environmental review of the project. This ERR is on file at the office of the grant



administrator for the City of Madison: Development Services, Inc., 402 North Harold, P.O. Box 48, Ivanhoe, Minnesota 56142, Telephone: 507-694-1552, FAX: 507-694-1525, Email: [jfoley@dsi-services.com](mailto:jfoley@dsi-services.com), and is available for public examination and copying, upon request, weekdays between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday.

In accordance with 24 CFR Part 58.15, a tiered review process has been structured for the rehabilitation, whereby some environmental laws and authorities have been reviewed for the target area and other applicable laws and authorities will be complied with when participating properties have been identified and projects are ripe for review. Specifically, the target area has been studied and compliance with the following laws and authorities has been established: Airport Hazards, Coastal Barrier Resources, Flood Insurance, Clean Air, Coastal Zone Management, Farmlands Protection, Floodplain Management, Sole Source Aquifers, and Wild and Scenic Rivers.

In addition, pursuant to the National Historic Preservation Act, comments on the identification and treatment of historic properties in the project area are welcome.

Compliance with the following laws and authorities will take place once properties within the target area have been identified, but prior to the commitment of funds: Contamination & Toxic Substances, Explosive & Flammable Hazards, Historic Preservation, Noise Abatement & Control, Wetlands Protection, and Environmental Justice.

Compliance documentation on the aforementioned laws and authorities will be in each individual property file, and copies will be available, once established, at the offices of the grant administrator for the City of Madison: Development Services, Inc., at the address stated above.

#### **Environmental Authorities Compliance Summary:**

1. Airport Hazards
  - a. Minor Rehab will not increase occupant density. The Lac qui Parle Airport is located 1.23 miles from the Project Target Area in Madison. The Target area in the City of Madison is NOT located in a Runway Potential Zone/ Clear Zone.
2. Coastal Barrier Resources
  - a. Rehab will not impact the Lake Superior Coastal Zone.
3. Flood Insurance
  - a. Target Area in the City of Madison is not located within a 100-year floodplain or special hazard flood zone. Flood insurance is not required.
4. Clean Air
  - a. The rehabilitation is not in an EPA-designated non-attainment area for pollutants.
5. Coastal Zone Management
  - a. Rehab will not impact the Lake Superior Coastal Zone.
6. Contamination and Toxic Substances
  - a. Individual Rehab projects will be evaluated at the Tier 2 level to see if they are located on/near a site that contains hazardous material that could affect the health and safety of occupants.
7. Endangered Species

- a. According to the US Fish and Wildlife Service's online Information for Planning and Consultation, two threatened species are in the project area: the Monarch Butterfly and Tricolored Bat. Additionally, seven migratory birds, including the Bald Eagle, Black Tern, Bobolink, Chimney Swift, Lesser Yellowlegs, Pectoral Sandpiper, and Red-headed Woodpecker, may be found in the area. However, the project target area does not offer an attractive habitat for any of these species to live or nest. During construction, noise and human activity may temporarily displace wildlife from the immediate areas. This impact is expected to be temporary and not have any long-term effects on the species. If any of the species are seen on the project site, every effort will be made to avoid causing them any direct harm. The specific locations of the project will be determined at the Tier 2 level to ensure that there is no impact on any potential endangered or threatened species.
8. Explosive and Flammable Hazards
    - a. Individual rehab projects will be evaluated at the Tier 2 level to see if they are located on/near a site that contains hazardous/flammable material that could affect the health and safety of occupants. In addition, individual rehab properties will be evaluated for toxic hazards, which will be remediated if possible.
  9. Farmlands Protection
    - a. The rehab will not convert agricultural to non-agricultural uses. The projects in the city of Madison are not located within an urbanized area.
  10. Floodplain Management
    - a. The areas where rehabilitation work will occur are not in a 100-year floodplain.
  11. Historic Preservation
    - a. Submission procedures will be followed for SHPO and interested THPO when applicable. If needed, a “finding of no adverse effect” will be completed before the commitment of funds for individual projects.
  12. Noise Abatement and Control
    - a. Improved Noise Control will be achieved with rehabilitation. The Lac qui Parle Airport is located 1.23 miles from the Project Target Area in Madison. A railroad is within 3,000 feet of the Target Area in Madison. Project-specific locations will be reviewed for noise abatement and control and addressed at the Tier 2 level.
  13. Sole Source Aquifers
    - a. The rehab in Madison will not affect the Mille Lacs Lake aquifer of MN.
  14. Wetlands Protection
    - a. The project target areas are not located within a regulatory floodplain. However, the target area in Madison does include sections of wetland. Project-specific locations will be reviewed and addressed at the Tier 2 level.
  15. Wild and Scenic Rivers
    - a. Rehab will not impact Minnesota's Wild & Scenic Rivers or river segments.
  16. Environmental Justice.
    - a. The rehab will improve living conditions for low-income persons. Negative impacts for Projects Specific locations will be determined at the Tier 2 level.

## Public Comments on Request to Release Funds

Any individual, group, or agency may submit written comments on the ERR to the City of Madison grant administrator at the following address:

Development Services, Inc.  
402 North Harold St., P.O. Box 48  
Ivanhoe, MN 56142

All comments received by **December 21, 2023**, will be considered by the City of Madison prior to submission of a Request for Release of Funds.

The City of Madison will undertake the project described above with Block Grant funds from DEED, under Title 1 of the Housing and Community Development Act of 1974. The City of Madison is certifying to DEED that the City of Madison and Greg Thole, in his official capacity as Mayor, consent to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to environmental reviews, decision-making, and action; and that these responsibilities have been satisfied. The legal effect of the certification is that with approval, the City of Madison may use the Block Grant funds, and DEED and HUD will have satisfied their responsibilities under the National Environmental Policy Act of 1969.

### Objections to Release of Funds

DEED Business and Community Development (BCD) will accept objections to its approval of the release of funds and acceptance of the certification for a period of eighteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only for one of the following reasons: (a) that the certification was not in fact executed by the Chief Executive Officer or other officer of the grantee approved by BCD; (b) that the grantee's ERR for the project indicates omission of a required decision, finding or step applicable to the project in the environmental review process; (c) the grant recipient has incurred costs not authorized at 24 CFR Part 58.22 before approval of a release of funds by BCD; or (d) another Federal agency acting pursuant to 24 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58), and may be addressed to the Director, Small Cities Development Program, MN Dept. of Employment and Economic Development, Business and Community Development Division, 1<sup>st</sup> National Bank Building, 332 Minnesota Street, Suite E200, St. Paul, MN 55101-1351. Potential objectors should contact DEED at 651-259-7449 to verify the actual last day of the objection period.

Greg Thole, Mayor  
Environmental Certifying Officer for the City of Madison  
c/o City Hall  
404 6<sup>th</sup> Avenue  
Madison, MN 56256  
(320) 598-7373

(12/11/2023)

**AFFIDAVIT OF POSTING**

State of Minnesota     )  
  ) SS  
County of \_\_\_\_\_ )

I, Greg Thole, being duly sworn on oath, says that he is the Mayor of the City of Madison, and has full knowledge of the facts which are stated below:

1. The City of Madison has posted, as required, the City of Madison “Notice of Intent to Request Release of Funds” for the Small Cities Development Program grant, which Madison has been awarded.
2. The notice was posted on December 11, 2023, in the City Hall in the city of Madison in public view for a minimum of 10 days, not including the day of posting.

By: \_\_\_\_\_  
Greg Thole  
Mayor of Madison

Subscribed and sworn to before me on this  
\_\_\_\_\_ day of December 2023

By: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Part 1. Program Description and Request for Release of Funds** (to be completed by Responsible Entity)

1. Program Title(s) <b>Madison Housing Rehabilitation Project</b>	2. HUD/State Identification Number <b>CDAP-23-0001-O-FY24</b>	3. Recipient Identification Number (optional) <b>N/A</b>
4. OMB Catalog Number(s) <b>14.228</b>	5. Name and address of responsible entity <b>City of Madison c/o City Hall, 404 6<sup>th</sup> Avenue Madison, MN 56256</b>	
6. For information about this request, contact (name & phone number) <b>Jessica Foley, Development Services, Inc. 507-694-1552</b>	7. Name and address of recipient (if different than responsible entity) <b>N/A</b>	
8. HUD or State Agency and office unit to receive request <b>Small Cities Development Program Minnesota Dept. of Employment &amp; Economic Development</b>		

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>Owner-Occupied Housing Rehabilitation, Rental Housing Rehabilitation, General Administration</b>	10. Location (Street address, city, county, State) <b>City-wide</b>
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11. Program Activity/Project Description

Madison will use the Small Cities Development Program (SCDP) grant funds to rehabilitate approximately 19 low- and moderate-income (LMI) owner-occupied homes and 3 LMI single-family rental units in the city of Madison.

**Madison** (Target Area): City-wide

Over a 3-year period, Grant funds will be used in combination with funds from the building owners, and/or other sources, to undertake basic repairs, which may include: Insulation, weatherization, plumbing, heating, windows and doors, roofing and shingles, siding, code compliance issues, exterior appearance, electrical systems, structural and support systems, foundations, lead-paint issues, handicap accessibility, health, and safety improvements, etc. from 2024-2027.

The project also includes general administration of the grant and compliance with regulatory requirements.

**Breakdown:**

SCDP Res. Owner Rehab:	<b>\$450,300</b>	Leveraged Res. Owner Rehab:	<b>\$0</b>
SCDP Rental Rehab – Single Family:	<b>\$71,100</b>	Leveraged Rental Rehab – Single Family:	<b>\$30,375</b>
SCDP Administration:	<b>\$78,210</b>	Leveraged Administration:	<b>\$20,000</b>

**Total: \$649,985**

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**Part 2. Environmental Certification (to be completed by responsible entity)**

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With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal  did  did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity  <b>x</b>	Title of Certifying Officer <b>Greg Thole, Mayor, City of Madison</b>
	Date Signed <b>December 22, 2024</b>

Address of Certifying Officer  
**City of Madison  
c/o City Hall, 404 6<sup>th</sup> Avenue  
Madison, MN 56256**

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**Part 3. To be completed when the Recipient is not the Responsible Entity**

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The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient  <b>x</b>	Title of Authorized Officer
	Date Signed

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



Real People. Real Solutions.

## 2023 Infrastructure Improvements Construction Meeting

11/22/2023

BMI Project No. 0W1.125959



### Attendees:

- Kent Louwagie, Bolton & Menk
- Riley DeWolf, Bolton & Menk
- Val Halvorson, City of Madison
- Dean Broin, City of Madison
- Todd Geislinger, RL Larson

### Progress Update:

1. All pipe work has been completed.
2. 11<sup>th</sup> Street has been completed up to the gravel surface.
3. The ditches along 11<sup>th</sup> Street have been completed.
4. Sanitary sewer and water main casings have been filled with sand.

### Upcoming Schedule:

1. The seeding company plans to stabilize the soil for the winter next Monday. On the west side of TH 75, the casing locations at 9<sup>th</sup> Street and MH F will be the only areas temporarily stabilized over the winter. RL was careful to not disturb turf in the road ditch. Todd has photos documenting how they left it. All other ditch restoration on the west side should be the responsibility of the county project.
2. Televising of the sanitary sewer main is on the schedule. Scheduled to happen in the next week or two, depending on weather. The televising sub-contractor should contact Dean about where to get water in town for jetting the lines.
3. No other work will occur on site for the remainder of this year.

### Discussion:

1. Traffic control signs have been left in the ballfield parking lot for when they are needed in the spring, when work on site starts again.
2. The stop sign at 11<sup>th</sup> Street and TH 75 has been reinstalled for the winter. The "Stop Ahead" sign on 11<sup>th</sup> Street will be investigated further to see if it must be reinstalled or not. The city will be deciding if the "No Parking" signs will be reinstalled, replaced, or removed completely from the ballfield parking lot.
3. Work left in the spring includes, but is not limited to: concrete restoration at Northern Plains Tiling and the ballfield concessions, electrical work for the generator, installation of the generator and concrete pad, paving the non-wear and wear courses on 11<sup>th</sup> Street, final grading and seeding of the topsoil areas, and plumbing for the ballfield water service.
4. Dean would like the meter, backflow preventor, and the casting from the water meter manhole that was removed as part of the project. Todd will try and track down these items.
5. The city would like a quote on centerline and fog line striping along 11<sup>th</sup> Street.



Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

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

December 6, 2023

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

RE: 2023 Infrastructure Improvements  
City of Madison, Minnesota  
Project No.: 0W1.125959

Dear Val:

Enclosed please find Contractor's Application for Payment No. 3 for the 2023 Infrastructure Improvements project. This application includes payment for all work completed on the project through December 1, 2023. We have reviewed the Application for Payment and recommend payment in the amount of \$584,917.61 to R.L. Larson Excavating, Inc.

Upon approval, send a signed copy with payment to:  
R.L. Larson Excavating, Inc.  
2255 12<sup>th</sup> Street SE  
St. Cloud, MN 56304

Please send me a signed copy as well for the project file.

Please contact me at [Kent.Louwagie@bolton-menk.com](mailto:Kent.Louwagie@bolton-menk.com) or 320-905-5446 if you have any questions or concerns.

Sincerely,

**Bolton & Menk, Inc.**

**Kent Louwagie, P.E.**

City Engineer

Enclosures



**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Madison</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Bolton &amp; Menk, Inc.</u>	<b>Engineer's Project No.:</b> <u>OW1.125959</u>
<b>Contractor:</b> <u>RL Larson Excavating, Inc.</u>	<b>Agency's Project No.:</b> _____
<b>Project:</b> <u>2023 Infrastructure Improvements</u>	
<b>Contract:</b> <u>2023 Infrastructure Improvements</u>	
<b>Application No.:</b> <u>3</u>	<b>Application Date:</b> <u>12/1/2023</u>
<b>Application Period:</b> <b>From</b> <u>11/4/2023</u> <b>to</b> <u>12/1/2023</u>	

1. Original Contract Price	\$	1,793,081.45
2. Net change by Change Orders	\$	27,540.00
3. Current Contract Price (Line 1 + Line 2)	\$	1,820,621.45
4. Total Work completed and materials stored to date (Sum of Column H Unit Price Total and Column M Stored Materials)	\$	1,411,512.70
5. Retainage		
a. <u>5%</u> X <u>\$ 1,411,512.70</u> Work Completed	\$	70,575.64
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$	-
c. _____ X <u>\$ -</u> Liquidated Damages (Lump Sum)	\$	-
d. Total Retainage (Line 5.a + Line 5.b + Line 5.c)	\$	70,575.64
6. Amount eligible to date (Line 4 - Line 5.d)	\$	1,340,937.06
7. Less previous payments	\$	756,019.45
<b>8. Amount due this application</b>	<b>\$</b>	<b>584,917.61</b>
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5d)	\$	479,684.39

**Contractor's Certification**

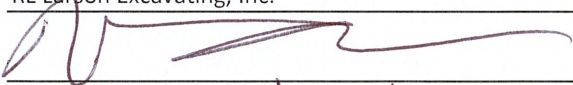
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.


**Contractor:** RL Larson Excavating, Inc.

**Signature:**  \_\_\_\_\_

**Name:** Brent Hamals

**Date:** 12-6-2023

**Title:** CFD

<p><b>Recommended by Engineer</b></p> <p><b>By:</b>  _____</p> <p><b>Name:</b> <u>Kent Louwagie, P.E.</u></p> <p><b>Title:</b> <u>City Engineer (Bolton &amp; Menk, Inc.)</u></p> <p><b>Date:</b> <u>12/6/2023</u></p>	<p><b>Approved by Owner</b></p> <p><b>By:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Madison	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Bolton & Menk, Inc.	<b>Engineer's Project No.:</b>	OW1.125959
<b>Contractor:</b>	RL Larson Excavating, Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2023 Infrastructure Improvements	<b>Agency's Project No.:</b>	
<b>Contract:</b>	2023 Infrastructure Improvements		

Application		Application Period:		From		to		Application Date:			
3		11/04/23		12/01/23		12/01/23					
A	B	C	D	E	F	F1	F2	G	H	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	100,000.00	100,000.00	0.41	41,000.00	0.77	77,000.00	77%	23,000.00
2	CLEAR & GRUB	19.00	TREE	710.00	13,490.00	23.00	16,330.00	23.00	16,330.00	121%	(2,840.00)
3	REMOVE STORM STRUCTURE AND CASTING	5.00	EACH	600.00	3,000.00	1.00	600.00	6.00	3,600.00	120%	(600.00)
4	REMOVE GRINDER STATION & DISCONNECT ELECTRICAL	1.00	LUMP SUM	1,000.00	1,000.00		-	1.00	1,000.00	100%	-
5	REMOVE WATER METER MANHOLE AND CURB STOP	1.00	LUMP SUM	600.00	600.00		-	1.00	600.00	100%	-
6	REMOVE CONCRETE CURB AND GUTTER	20.00	LIN FT	10.00	200.00		-	-	-		200.00
7	REMOVE CULVERT PIPE (WITH APRONS)	100.00	LIN FT	10.00	1,000.00		-	35.00	350.00	35%	650.00
8	REMOVE STORM PIPE	125.00	LIN FT	15.00	1,875.00	91.00	1,365.00	943.00	14,145.00	754%	(12,270.00)
9	REMOVE BITUMINOUS STREET PAVEMENT	2,500.00	SQ YD	4.00	10,000.00	2,495.00	9,980.00	2,495.00	9,980.00	100%	20.00
10	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	10.00	SQ YD	25.00	250.00		-	-	-		250.00
11	REMOVE CONCRETE DRIVEWAY PAVEMENT	16.00	SQ YD	25.00	400.00		-	15.94	398.50	100%	1.50
12	REMOVE CONCRETE WALK	100.00	SQ FT	2.00	200.00		-	96.00	192.00	96%	8.00
13	SALVAGE & REINSTALL HYDRANT & VALVE	2.00	EACH	1,500.00	3,000.00		-	2.00	3,000.00	100%	-
14	SALVAGE & REINSTALL SIGN & POST	2.00	EACH	1,000.00	2,000.00		-	3.00	3,000.00	150%	(1,000.00)
15	ABANDON STORM PIPE	750.00	LIN FT	20.00	15,000.00		-	-	-		15,000.00
16	COMMON EXCAVATION (P) (EV)	4,347.00	CU YD	18.00	78,246.00		-	4,347.00	78,246.00	100%	-
17	SUBGRADE EXCAVATION (EV)	400.00	CU YD	10.00	4,000.00		-	-	-		4,000.00
18	COMMON EMBANKMENT (P) (CV)	270.00	CU YD	12.00	3,240.00		-	270.00	3,240.00	100%	-
19	STABILIZING AGGREGATE	400.00	CU YD	0.01	4.00		-	-	-		4.00
20	SELECT GRANULAR BORROW	2,500.00	CU YD	28.00	70,000.00		-	2,787.00	78,036.00	111%	(8,036.00)
21	GEOTEXTILE FABRIC	5,600.00	SQ YD	3.00	16,800.00		-	5,647.00	16,941.00	101%	(141.00)
22	AGGREGATE BASE, CLASS 5 (CV)	1,200.00	CU YD	38.00	45,600.00		-	1,269.00	48,222.00	106%	(2,622.00)
23	AGGREGATE SURFACING, CL 5 (CV)	50.00	CU YD	40.00	2,000.00		-	40.00	1,600.00	80%	400.00
24	COMMON LABORERS	10.00	HOUR	135.00	1,350.00		-	4.00	540.00	40%	810.00
25	3.0 CU YD SHOVEL	10.00	HOUR	250.00	2,500.00		-	4.00	1,000.00	40%	1,500.00
26	DOZER	10.00	HOUR	200.00	2,000.00		-	6.00	1,200.00	60%	800.00
27	12 CU YD TRUCK	10.00	HOUR	140.00	1,400.00		-	4.00	560.00	40%	840.00
28	3.0 CU YD FRONT END LOADER	10.00	HOUR	180.00	1,800.00		-	4.00	720.00	40%	1,080.00
29	SKID LOADER	10.00	HOUR	140.00	1,400.00		-	5.00	700.00	50%	700.00
30	1.5 CU YD BACKHOE	10.00	HOUR	190.00	1,900.00		-	3.50	665.00	35%	1,235.00
31	BITUMINOUS DRIVEWAY PATCH	10.00	SQ YD	240.00	2,400.00		-	-	-		2,400.00
32	BITUMINOUS STREET PATCH	12.00	SQ YD	220.00	2,640.00		-	-	-		2,640.00
33	TYPE SP 12.5 WEARING COURSE MIX (2,C)	670.00	TON	152.00	101,840.00		-	-	-		101,840.00
34	TYPE SP 12.5 NON-WEARING COURSE MIX (2,C)	1,000.00	TON	140.00	140,000.00		-	-	-		140,000.00
35	15" GS PIPE APRON	4.00	EACH	250.00	1,000.00		-	-	-		1,000.00
36	18" GS SAFETY APRON & GRATE	1.00	EACH	350.00	350.00		-	-	-		350.00
37	15" CS PIPE CULVERT	81.00	LIN FT	60.00	4,860.00		-	-	-		4,860.00
38	18" CS PIPE CULVERT	20.00	LIN FT	74.00	1,480.00		-	-	-		1,480.00
39	DRAIN TILE REPAIR	100.00	LIN FT	20.00	2,000.00	596.00	11,920.00	636.00	12,720.00	636%	(10,720.00)

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: City of Madison  
 Engineer: Bolton & Menk, Inc.  
 Contractor: RL Larson Excavating, Inc.  
 Project: 2023 Infrastructure Improvements  
 Contract: 2023 Infrastructure Improvements

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: OW1.125959  
 Contractor's Project No.: \_\_\_\_\_  
 Agency's Project No.: \_\_\_\_\_

Application 3 Application Period: From 11/04/23 to 12/01/23 Application Date: 12/01/23

A	B	C	D	E	F	F1	F2	G	H	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
40	12" RC PIPE SEWER, DES 3006, CL V	124.00	LIN FT	69.00	8,556.00	48.00	3,312.00	124.00	8,556.00	100%	-
41	15" RC PIPE SEWER, DES 3006, CL V	14.00	LIN FT	84.50	1,183.00		-	22.00	1,859.00	157%	(676.00)
42	21" RC PIPE SEWER, DES 3006, CL III	747.00	LIN FT	86.75	64,802.25		-	751.00	65,149.25	101%	(347.00)
43	27" RC PIPE SEWER, DES 3006, CL III	43.00	LIN FT	140.00	6,020.00	43.00	6,020.00	43.00	6,020.00	100%	-
44	CONNECT TO EXISTING STORM SEWER PIPE	4.00	EACH	1,000.00	4,000.00	3.00	3,000.00	6.00	6,000.00	150%	(2,000.00)
45	DRAINAGE STRUCTURE DESIGN G	12.00	LIN FT	640.00	7,680.00		-	9.24	5,913.60	77%	1,766.40
46	DRAINAGE STRUCTURE DESIGN 48-4020	26.40	LIN FT	475.00	12,540.00		-	23.09	10,967.75	87%	1,572.25
47	DRAINAGE STRUCTURE DESIGN 60-4020	16.60	LIN FT	565.00	9,379.00	15.40	8,701.00	15.40	8,701.00	93%	678.00
48	STORM CATCH BASIN CASTING	4.00	EACH	600.00	2,400.00		-	4.00	2,400.00	100%	-
49	STORM MANHOLE CASTING	3.00	EACH	850.00	2,550.00		-	-	-	-	2,550.00
50	ADJUST FRAME & RING CASTING	2.00	EACH	400.00	800.00		-	-	-	-	800.00
51	SANITARY SEWER TRACING SYSTEM	1.00	LUMP SUM	3,200.00	3,200.00	0.98	3,136.00	1.00	3,200.00	100%	-
52	CONNECT TO EXISTING SANITARY SEWER SERVICE	4.00	EACH	300.00	1,200.00	1.00	300.00	2.00	600.00	50%	600.00
53	CONNECT TO EXISTING SANITARY SEWER MAIN	1.00	EACH	7,200.00	7,200.00	1.00	7,200.00	1.00	7,200.00	100%	-
54	6"X6" WYE SDR 26	1.00	EACH	460.00	460.00		-	-	-	-	460.00
55	8"X6" WYE SDR 26	3.00	EACH	1,000.00	3,000.00	3.00	3,000.00	3.00	3,000.00	100%	-
56	6" PVC SANITARY SEWER SERVICE SDR 26	114.00	LIN FT	30.00	3,420.00	35.00	1,050.00	112.00	3,360.00	98%	60.00
57	8" PVC SANITARY SEWER SDR 35	2,009.00	LIN FT	60.00	120,540.00	2,009.00	120,540.00	2,009.00	120,540.00	100%	-
58	8" PVC SANITARY SEWER SDR-35 (IN CASING)	100.00	LIN FT	80.00	8,000.00	100.00	8,000.00	100.00	8,000.00	100%	-
59	8" PVC SANITARY SEWER C900	876.00	LIN FT	72.50	63,510.00	876.00	63,510.00	876.00	63,510.00	100%	-
60	16" STEEL CASING PIPE (TRENCHLESS) FOR SANITARY SEWER	100.00	LIN FT	900.00	90,000.00	100.00	90,000.00	100.00	90,000.00	100%	-
61	CONSTRUCT SANITARY MANHOLE DESIGN 4007C	137.20	LIN FT	480.00	65,856.00	126.64	60,787.20	135.85	65,208.00	99%	648.00
62	CONSTRUCT 8" OUTSIDE SANITARY DROP	7.40	LIN FT	1,200.00	8,880.00	7.40	8,880.00	7.40	8,880.00	100%	-
63	SANITARY SEWER CLEANOUT ASSEMBLY	1.00	EACH	400.00	400.00	1.00	400.00	2.00	800.00	200%	(400.00)
64	SANITARY MANHOLE CASTING	10.00	EACH	850.00	8,500.00		-	9.00	7,650.00	90%	850.00
65	WATERMAIN TRACING SYSTEM	1.00	LUMP SUM	3,200.00	3,200.00	0.49	1,568.00	1.00	3,200.00	100%	-
66	CONNECT TO EXISTING WATERMAIN	5.00	EACH	1,200.00	6,000.00	3.00	3,600.00	6.00	7,200.00	120%	(1,200.00)
67	CONNECT TO EXISTING WATER SERVICE	2.00	EACH	600.00	1,200.00		-	2.00	1,200.00	100%	-
68	6" PVC WATERMAIN C900 DR 18	235.00	LIN FT	46.00	10,810.00	77.00	3,542.00	218.00	10,028.00	93%	782.00
69	8" PVC WATERMAIN C900 DR 18	2,498.00	LIN FT	56.00	139,888.00	1,336.00	74,816.00	2,469.00	138,264.00	99%	1,624.00
70	8" PVC WATERMAIN C900 DR 18 (IN CASING)	200.00	LIN FT	70.00	14,000.00	110.00	7,700.00	200.00	14,000.00	100%	-
71	16" STEEL CASING PIPE (TRENCHLESS) FOR WATERMAIN	200.00	LIN FT	900.00	180,000.00	110.00	99,000.00	200.00	180,000.00	100%	-
72	HYDRANT (8.5' BURY DEPTH)	4.00	EACH	6,400.00	25,600.00	3.00	19,200.00	4.00	25,600.00	100%	-
73	6" GATE VALVE AND BOX	5.00	EACH	2,000.00	10,000.00	4.00	8,000.00	5.00	10,000.00	100%	-
74	8" GATE VALVE AND BOX	11.00	EACH	3,000.00	33,000.00	6.00	18,000.00	10.00	30,000.00	91%	3,000.00
75	ADJUST VALVE BOX	3.00	EACH	300.00	900.00		-	-	-	-	900.00
76	1" WATER SERVICE PIPE	70.00	LIN FT	26.00	1,820.00		-	210.00	5,460.00	300%	(3,640.00)
77	1" CORPORATION STOP AND SADDLE	1.00	EACH	400.00	400.00		-	1.00	400.00	100%	-
78	1" CURB STOP AND BOX	1.00	EACH	350.00	350.00		-	1.00	350.00	100%	-
79	1.5" WATER SERVICE PIPE	110.00	LIN FT	28.00	3,080.00		-	128.00	3,584.00	116%	(504.00)

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	City of Madison	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Bolton & Menk, Inc.	<b>Engineer's Project No.:</b>	OW1.125959
<b>Contractor:</b>	RL Larson Excavating, Inc.	<b>Contractor's Project No.:</b>	
<b>Project:</b>	2023 Infrastructure Improvements	<b>Agency's Project No.:</b>	
<b>Contract:</b>	2023 Infrastructure Improvements		

**Application** 3 **Application Period:** From 11/04/23 to 12/01/23 **Application Date:** 12/01/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	F1 F2 Previous Estimate		G H Work Completed		K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
						Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)		
80	1.5" CORPORATION STOP AND SADDLE	1.00	EACH	650.00	650.00		-	1.00	650.00	100%	-
81	1.5" CURB STOP AND BOX	1.00	EACH	600.00	600.00		-	1.00	600.00	100%	-
82	BALLFIELD BATHROOM WATER SERVICE	1.00	LUMP SUM	6,000.00	6,000.00		-	1.00	6,000.00	100%	-
83	WATERMAIN FITTINGS	1,482.00	POUND	14.10	20,896.20	800.00	11,280.00	1,554.00	21,911.40	105%	(1,015.20)
84	CONCRETE CURB AND GUTTER DES B618	20.00	LIN FT	75.00	1,500.00		-	-	-		1,500.00
85	8" CONCRETE DRIVEWAY PAVEMENT	16.00	SY	262.00	4,192.00		-	-	-		4,192.00
86	CONCRETE GENERATOR PAD	132.00	SQ FT	60.00	7,920.00		-	-	-		7,920.00
87	LOAM TOPSOIL BORROW (LV)	200.00	CU YD	30.00	6,000.00		-	-	-		6,000.00
88	TRAFFIC CONTROL	1.00	LUMP SUM	44,500.00	44,500.00	0.70	31,150.00	0.90	40,050.00	90%	4,450.00
89	EROSION & SEDIMENT CONTROL	1.00	LUMP SUM	500.00	500.00	0.41	205.00	0.77	385.00	77%	115.00
90	STABILIZED CONSTRUCTION EXIT	3.00	EACH	250.00	750.00		-	-	-		750.00
91	STORM DRAIN INLET PROTECTION	14.00	EACH	160.00	2,240.00	2.00	320.00	6.00	960.00	43%	1,280.00
92	PERIMETER CONTROL	8,000.00	LIN FT	2.25	18,000.00		-	6,000.00	13,500.00	75%	4,500.00
93	SEDIMENT CONTROL LOG TYPE STRAW	600.00	LIN FT	4.20	2,520.00	78.00	327.60	131.00	550.20	22%	1,969.80
94	SEED & FERTILIZER, SEED MIX 25-131	2.70	ACRE	4,400.00	11,880.00		-	-	-		11,880.00
95	SEED & FERTILIZER, SEED MIX 25-141	1.00	ACRE	4,400.00	4,400.00		-	-	-		4,400.00
96	EROSION CONTROL BLANKET CATEGORY 20	2,860.00	SQ YD	3.40	9,724.00		-	-	-		9,724.00
97	HYDRAULIC BONDED FIBER MATRIX	10,200.00	POUNDS	1.30	13,260.00		-	-	-		13,260.00
98	GENERATOR - 9TH STREET LIFT STATION	1.00	LUMP SUM	62,400.00	62,400.00		-	-	-		62,400.00
<b>Original Contract Totals</b>					<b>\$ 1,793,081.45</b>		<b>\$ 747,739.80</b>		<b>\$ 1,385,392.70</b>	<b>77%</b>	<b>\$ 407,688.75</b>

Change Orders											
<b>Change Order 1</b>											
CO1-1	DRAINAGE STRUCTURE DESIGN G	5.00	LIN FT	640.00	3,200.00		-	5.50	3,520.00	110%	(320.00)
CO1-2	STORM MANHOLE CASTING	1.00	EACH	850.00	850.00		-	1.00	850.00	100%	-
CO1-3	8" PVC C900 DRAIN TILE	540.00	LIN FT	43.50	23,490.00		-	500.00	21,750.00	93%	1,740.00
<b>Change Order Totals</b>					<b>\$ 27,540.00</b>		<b>\$ -</b>		<b>\$ 26,120.00</b>		<b>\$ 1,420.00</b>

Original Contract and Change Orders											
<b>Project Totals</b>					<b>\$ 1,820,621.45</b>		<b>\$ 747,739.80</b>		<b>\$ 1,411,512.70</b>		<b>\$ 409,108.75</b>

**Stored Materials Summary**

**Contractor's Application for Payment**

Owner: City of Madison  
 Engineer: Bolton & Menk, Inc.  
 Contractor: RL Larson Excavating, Inc.  
 Project: 2023 Infrastructure Improvements  
 Contract: 2023 Infrastructure Improvements

Owner's Project No.:  
 Engineer's Project No.: OW1.125959  
 Contractor's Project No.:  
 Agency's Project No.:

Application No.: 3 Application Period: From 11/04/23 to 12/01/23 Application Date: 12/01/23

Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)	
					Amount Stored (Quantity)	Material Unit Price (from supplier invoice) (\$)	Amount Stored to Date (G*H) (\$)	Amount Incorporated in the Work (Quantity)	Material Unit Price (from supplier invoice) (\$)	Total Amount Incorporated in the Work (J*K) (\$)		
21	0514408	GEOTEXTILE FABRIC	On site	1	5,600.00	\$1.27	7,112.00	5,600.00	\$1.27	7,112.00	-	
35	0514408	15" GS PIPE APRON	On site	1	4.00	\$147.48	589.92	4.00	\$147.48	589.92	-	
36	0520284	18" GS SAFETY APRON & GRATE	On site	1	1.00	\$300.00	300.00	1.00	\$300.00	300.00	-	
37	0514408	15" CS PIPE CULVERT	On site	1	81.00	\$30.81	2,495.61	81.00	\$30.81	2,495.61	-	
38	0514408	18" CS PIPE CULVERT	On site	1	20.00	\$42.88	857.60	20.00	\$42.88	857.60	-	
39	0514408 & 0520284	DRAIN TILE REPAIR	On site	1	100.00	\$11.29	1,129.00	100.00	\$11.29	1,129.00	-	
51	0520180	SANITARY SEWER TRACING SYSTEM	On site	1	1.00	\$2,797.82	2,797.82	1.00	\$2,797.82	2,797.82	-	
52	0520180	CONNECT TO EXISTING SANITARY SEWER SERVICE	On site	1	4.00	\$53.31	213.24	4.00	\$53.31	213.24	-	
53	0520180	CONNECT TO EXISTING SANITARY SEWER MAIN	On site	1	1.00	\$79.14	79.14	1.00	\$79.14	79.14	-	
54	0520180	6"X6" WYE SDR 26	On site	1	1.00	\$252.72	252.72	1.00	\$252.72	252.72	-	
55	0520180	8"X6" WYE SDR 26	On site	1	3.00	\$393.53	1,180.60	3.00	\$393.53	1,180.60	-	
56	0520180	6" PVC SANITARY SEWER SERVICE SDR 26	On site	1	114.00	\$8.10	923.40	114.00	\$8.10	923.40	-	
57	0520180	8" PVC SANITARY SEWER SDR 35	On site	1	2,009.00	\$0.04	78.00	2,009.00	\$0.04	78.00	-	
60	0520180	16" STEEL CASING PIPE (TRENCHLESS) FOR SANITARY SEWER	On site	1	100.00	\$10.34	1,034.00	100.00	\$10.34	1,034.00	-	
61	1815405 TO 1815407	CONSTRUCT SANITARY MANHOLE DESIGN 4007C	On site	1	94.50	\$338.28	31,967.09	94.50	\$338.28	31,967.09	-	
62	0520180	CONSTRUCT 8" OUTSIDE SANITARY DROP	On site	1	7.40	\$777.24	5,751.54	7.40	\$777.24	5,751.54	-	
63	0520180	SANITARY SEWER CLEANOUT ASSEMBLY	On site	1	1.00	\$314.15	314.15	1.00	\$314.15	314.15	-	
65	0520186	WATERMAIN TRACING SYSTEM	On site	1	1.00	\$2,742.45	2,742.45	1.00	\$2,742.45	2,742.45	-	
68	0514408	6" PVC WATERMAIN C900 DR 18	On site	1	235.00	\$13.63	3,203.05	235.00	\$13.63	3,203.05	-	
69	0520186	8" PVC WATERMAIN C900 DR 18	On site	1	800.00	\$21.17	16,936.00	800.00	\$21.17	16,936.00	-	
70	0514408 & 0520284	8" PVC WATERMAIN C900 DR 18 (IN CASING)	On site	1	200.00	\$42.05	8,410.00	200.00	\$42.05	8,410.00	-	
71	0520186	16" STEEL CASING PIPE (TRENCHLESS) FOR WATERMAIN	On site	1	200.00	\$10.34	2,068.60	200.00	\$10.34	2,068.60	-	
72	0520186	HYDRANT (8.5' BURY DEPTH)	On site	1	4.00	\$4,734.50	18,938.00	4.00	\$4,734.50	18,938.00	-	
73	0514408, 0520284 & 0520186	6" GATE VALVE AND BOX	On site	1	5.00	\$1,819.79	9,098.95	5.00	\$1,819.79	9,098.95	-	
74	0514408, 0520284 & 0520186	8" GATE VALVE AND BOX	On site	1	11.00	\$2,575.09	28,325.99	11.00	\$2,575.09	28,325.99	-	
76	0520284	1" WATER SERVICE PIPE	On site	1	70.00	\$1.09	76.30	70.00	\$1.09	76.30	-	
77	0514408	1" CORPORATION STOP AND SADDLE	On site	1	1.00	\$330.50	330.50	1.00	\$330.50	330.50	-	
78	0514408	1" CURB STOP AND BOX	On site	1	1.00	\$237.16	237.16	1.00	\$237.16	237.16	-	
79	0520284	1.5" WATER SERVICE PIPE	On site	1	110.00	\$0.35	38.50	110.00	\$0.35	38.50	-	
80	0514408	1.5" CORPORATION STOP AND SADDLE	On site	1	1.00	\$538.73	538.73	1.00	\$538.73	538.73	-	
81	0514408	1.5" CURB STOP AND BOX	On site	1	1.00	\$432.52	432.52	1.00	\$432.52	432.52	-	
82	0520284	BALLFIELD BATHROOM WATER SERVICE	On site	1	1.00	\$165.36	165.36	1.00	\$165.36	165.36	-	
83	0514408 & 0520284	WATERMAIN FITTINGS	On site	1	1,482.00	\$8.93	13,234.00	1,482.00	\$8.93	13,234.00	-	
					<b>Totals</b>			<b>\$ 161,851.94</b>			<b>\$ 161,851.94</b>	<b>\$ -</b>

**CDBG-CARES REIMBURSEMENT PAYMENT REQUEST**

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



**SECTION 1:**

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

\* 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](mailto:Bernice@umvrdc.org)

\* GRANT NAME:  
Madison Broadband Infrastructure

\* 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: 10/01/2023

REIMBURSEMENT PYMT REQ #: # 6

REIMBURSEMENT PERIOD TO: 12/7/2023

DEED PROGRAM CONTACT NAME: Zachary Klehr

DEED PROGRAM CONTACT EMAIL: [zachary.klehr@state.mn.us](mailto:zachary.klehr@state.mn.us)

FINAL: YES [X] NO [ ]

**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
<b>TOTAL</b>		<b>\$2,560,000.00</b>						

**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	\$0.00	\$0.00	\$0.00	(DEED Program Use Only)
10459	Madison Administration	\$60,000	\$8,203.75	\$8,203.75	\$0.00	
<b>TOTAL SWIFT ACTIVITY 884</b>		<b>\$2,560,000</b>	<b>\$8,203.75</b>	<b>\$8,203.75</b>	<b>\$0.00</b>	

**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.

12/7/2023

Grantee Authorized Signature: Val Halvorson, City Manager  
Date

DEED Staff Authorized Signature: \_\_\_\_\_  
Date

DEED SCDP Director Authorized Signature: \_\_\_\_\_  
Date

# SUMMARY SHEET OF EXPENSES

DISBURSEMENT REQUEST # 6

CITY OF MADISON

Date	Vendor	Invoice #	Amount	Activity	Project name/address	Notes
				Broadband		
				Broadband		
				Broadband		
				Broadband		
				Broadband		
				Broadband		

**Total request \$ -**

12/7/2023	UMVRDC		\$ 8,203.75	Administration	Madison broadband	final draw
				Administration		
				Administration		

**Total request \$ 8,203.75**

**Grand Total Request \$ 8,203.75**



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:** 12/7/2023  
**INVOICE #** 13  
**FOR:** Small Cities Development Program  
 CDBG-CV Broadband Infrastructure  
 Admin request

DESCRIPTION			AMOUNT
Grant administration of CDBG broadband grant July 1, 2023 - November 30, 2023 Final draw			\$ 8,203.75
<b>TOTAL</b>			\$ 8,203.75

Please make checks payable to:

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



TO OWNER: CITY OF MADISON  
404 6TH STREET  
MADISON, MN 56256

PROJECT: \_\_\_\_\_

FROM CONTRACTOR: OLD WORLD WINDOWS VIA ARCHITECT: \_\_\_\_\_

APPLICATION NO.: 3 Distribution to:  OWNER  
 PERIOD TO: 10/28/2023  ARCHITECT  
 PROJECT NOS.: \_\_\_\_\_  CONTRACTOR

CONTRACT DATE: 4/27/2023

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM. .... \$ 277,500.00
2. Net change by Change Orders ..... \$ 21,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 298,500.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 298,500.00  
 (Column G on G703)
5. RETAINAGE:
  - a. \_\_\_\_\_ % of Completed Work ..... \$ 0  
 (Columns D + E on G703)
  - b. \_\_\_\_\_ % of Stored Material ..... \$ 0  
 (Column F on G703)  
 Total Retainage (Line 5a + 5b or  
 Total in Column I of G703) ..... \$ 0
6. TOTAL EARNED LESS RETAINAGE ..... \$ 298,500.00  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 228,150.00  
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 70,350.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 0  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>NET CHANGES by Change Order</b>	<b>TOTALS</b>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_ Date: 12/4/2023

By: [Signature]  
 State of: Wisconsin  
 County of: Douglas  
 Subscribed and sworn to before me this 4th day of December, 2023

Notary Public: [Signature]  
 My Commission expires: 07/10/2026

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

APPLICATION NO.: 3  
 APPLICATION DATE: 12/4/2013  
 PERIOD TO: 10/28/2013

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.	STOKED LUMBER	\$ 20,000.00	\$ 20,000.00	Ø	Ø	\$ 20,000.00	100%	Ø	
2.	MILL + TRIM LUMBER	\$ 60,000.00	\$ 60,000.00	Ø	Ø	\$ 60,000.00	100%	Ø	
3.	FACE GLAZE + FINISH	\$ 40,000.00	\$ 40,000.00	Ø	Ø	\$ 40,000.00	100%	Ø	
4.	HAND STAIN WINDOWS	\$ 40,000.00	Ø	\$ 40,000.00	Ø	\$ 40,000.00	100%	Ø	
6.	RESTORE DOUBLE HUNG	\$ 45,000.00	\$ 45,000.00	Ø	Ø	\$ 45,000.00	100%	Ø	
7.	INSTALL DOUBLE HUNG	\$ 23,500.00	\$ 21,150.00	\$ 2350.00	Ø	\$ 23,500.00	100%	Ø	
8.	BUILD +/REPAIR ARCHED STORMWINDOWS	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00	Ø	\$ 25,000.00	100%	Ø	
8a	EXTERIOR REPAIR TRUSS	\$ 24,000.00	\$ 24,000.00	Ø	Ø	\$ 24,000.00	100%	Ø	
9	REPAIR PLASTIC IN ARCHED WINDOWS	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	Ø	\$ 20,000.00	100%	Ø	
10	BUILD TWO SCREENS	\$ 1,000.00	Ø	\$ 1,000.00	Ø	\$ 1,000.00	100%	Ø	
			\$ 228,150.00	\$ 70,350.00		\$ 298,500.00			

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNINGS: Unauthorized photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

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**CITY OF MADISON, MINNESOTA  
RESOLUTION 23-54**

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

**RESOLUTION ESTABLISHING WATER & SEWER  
EQUIVALENT DWELLING UNIT BILLING SCHEDULE FOR 2024**

**WHEREAS** The City of Madison has received a grant and loan funding package from USDA Rural Development for a citywide infrastructure replacement project; and

**WHEREAS** The City Council has conducted a water and sewer rate study in anticipation of a 39 1/2 year USDA Rural Development Loan payback to determine the funding necessary to meet operation and maintenance costs and debt service; and

**WHEREAS** on February 9, 2009 the City Council adopted Resolution 09-17 which established a water and sewer rate schedule with Equivalent Dwelling Units (EDUs) for commercial and industrial accounts, and requiring the EDU calculations be revised on an annual basis.

**NOW THEREFORE BE IT RESOLVED** that the following EDU calculations in “Exhibit A” are effective with the January 2024 due February 2024 utility billing cycle.

Upon vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 23-54 was declared duly passed and adopted this 11<sup>th</sup> day of December, 2023.

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

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

## Resolution 23-54 "Exhibit A" - Commercial Accounts

**City of Madison**

**Commercial EDU Determination**

Annual Water Usage < 150,000 gallon	1	Annual Sewer Usage < 150,000 gallon	1
Annual Water Usage > 150,000 gallon and < 250,000	2	Annual Sewer Usage > 150,000 gallon and < 250,000	2
Annual Water Usage > 250,000 gallon and < 350,000	3	Annual Sewer Usage > 250,000 gallon and < 350,000	3
Annual Water Usage > 350,000 gallon and < 500,000	4	Annual Sewer Usage > 350,000 gallon and < 500,000	4
Annual Water Usage > 500,000 gallon and < 750,000	6	Annual Sewer Usage > 500,000 gallon and < 750,000	6
Annual Water Usage > 750,000 gallon and < 950,000	8	Annual Sewer Usage > 750,000 gallon and < 950,000	8
Annual Water Usage > 950,000	10	Annual Sewer Usage > 950,000	10

\*apartment calculations are based on a base fee for each unit.

\*\*all apartment units are charged a base fee. Not all units may be reflected on this sheet.

Account	Last Name	First Name	2022 Annual Water Consumption	2022 Annual Sewer Consumption	2024 Water EDU Charge	2024 Sewer EDU Charge	Notes	2021 Annual Water Consumption	2021 Annual Sewer Consumption	2023 Water EDU Charge	2023 Sewer EDU Charge
1-11030	ARNESON TIRE	SHOP	2,000	2,000	1	1		3,100	3,100	1	1
1-11100	THE STICKS BAR & GRILL LLC		52,900	52,900	1	1	Sept '22 XFERED to The Sticks	57,200	57,200	1	1
1-11110	LQP CO-OP	OIL	24,000	24,000	1	1		47,800	47,800	1	1
1-11116	CARGILL		6,200	0	1	1		5,000	0	1	1
1-11140	HASSENSTAB	ANNETTE	6,800	6,800	1	1		7,800	7,800	1	1
1-11230	EARLY SUNSET LLC	APTS.	121,900	121,900	12	12	June '21 XFERED to Early Sunset	265,900	265,900	12	12
1-11360	EARLY SUNSET LLC	APTS.	107,400	107,400	12	12	June '21 XFERED to Early Sunset	195,000	195,000	12	12
1-11495	SCHWENDE'S GARDEN CENTER		7,400	7,400	1	1		12,300	12,300	1	1
1-11550	M TECH		52,200	52,200	1	1	Ericksons to Mtech	26,900	26,900	1	1
1-11560	DOLLAR GENERAL		10,600	10,600	1	1		18,800	18,800	1	1
1-11810	POWER HOUSE	TEEN CENTER	2,000	2,000	1	1		1,300	1,300	1	1
1-11830	ST. JOHN'S	CHURCH	7,700	7,700	1	1		14,100	14,100	1	1
1-12020	SONS OF	NORWAY	400	400	1	1		600	600	1	1
1-12030	DAIRY QUEEN		282,700	282,700	3	3		296,000	296,000	3	3
1-12040	MADISON	AUTO WASH	928,700	928,700	8	8		836,900	836,900	8	8
1-12080	CALVARY BAPTIST	CHURCH	17,900	17,900	1	1		16,400	16,400	1	1
1-12090	MADISON HOMETOWN	LODGE	357,500	357,500	4	4		341,700	341,700	3	3
1-12100	NORTHERN	PLAINS TILING	0	0	0	1	No city water - flat rate sewer	0	0	0	1
1-12110	LQP-YB	WATERSHED	0	0	1	1		100	100	1	1
1-12120	CARPETS &	MORE	27,600	27,600	1	1		19,300	19,300	1	1
1-12325	CASEY'S GENERAL	STORES, INC.	214,800	214,800	2	2		192,600	192,600	2	2
1-12840	LQP COUNTY	COURT HOUSE	61,800	61,800	1	1		46,200	46,200	1	1
1-12850	LQP COUNTY	JAIL	150,800	150,800	2	2		328,200	192,533	3	2
1-13030	LQP VALLEY	ISD #2853	452,100	452,100	4	4		431,700	451,400	4	4
1-13035	LQP COUNTY	ANNEX	14,100	14,100	1	1		6,800	6,800	1	1
1-13040	LQP VALLEY	ISD #2853	21,800	21,800	1	1		18,900	18,900	1	1
1-21180	MADISON CHIROPRACTIC	CENTER	3,800	3,800	1	1		3,200	3,200	1	1
1-21190	BENDEL	BRANDON	25,100	25,100	1	1		47,700	47,700	1	1
1-22450	MADISON	HOSPITAL	394,200	394,200	4	4		412,500	412,500	4	4
1-22710	MADISON LUTHER.	HOME	1,760,000	1,760,000	10	10		1,915,300	1,915,300	10	10
1-22730	HILLTOP RES.	APTS.	472,000	472,000	36	36		411,000	411,000	36	36
1-23100	LQP FAMILY SERVICE	CENTER	28,200	28,200	1	1		25,500	25,500	1	1
1-23170	FAITH LUTHERAN	CHURCH	78,900	78,900	1	1		131,700	131,700	1	1
1-31010	TORCHWOOD COMMUNICATIONS		19,400	19,400	1	1	water disconnected Jan-April/madison mer	5,600	5,600	1	1
1-31030	STEVE DAHLE		2,100	2,100	1	1	steve dahle/Rice Home June/July	6,800	6,800	1	1
1-31050	NUMOTION		2,700	2,700	1	1	Wittnebel/Numotion Feb 2021	4,500	4,500	1	1
1-31060	CULLIGAN		31,100	31,100	1	1		78,600	78,600	1	1
1-31070	PRAIRIE FIVE	RIDES	4,100	4,100	1	1		3,800	3,800	1	1

Account	Last Name	First Name	2022 Annual Water Consumption	2022 Annual Sewer Consumption	2024 Water EDU Charge	2024 Sewer EDU Charge	Notes	2021 Annual Water Consumption	2021 Annual Sewer Consumption	2023 Water EDU Charge	2023 Sewer EDU Charge
1-31080	SAFE AVENUES		4,300	4,300	1	1		2,300	2,300	1	1
1-31085	HEINRICH & LUDVIGSON	ACCT	4,200	4,200	1	1		4,400	4,400	1	1
1-31110	THRIFTY WHITE	DRUG #755	13,500	13,500	1	1		10,900	10,900	1	1
1-31140	STATE FARM	INSURANCE	1,100	1,100	1	1		1,100	1,100	1	1
1-31160	JOHNSHOY	KRIS	161,000	161,000	2	2		109,100	109,100	1	1
1-31220	SPLENDID SECONDS	CONSIGNMENT	0	0	1	1	closed	0	0	1	1
1-31230	PANTRY	CAFE	96,400	96,400	1	1		91,500	91,500	1	1
1-31270	ODDEN & ZIMBELMAN	TV & APP	93,500	93,500	1	1		56,100	56,100	1	1
1-31280	SHEAR	MAGIC	22,400	22,400	1	1		23,300	23,300	1	1
1-31290	BARBER SHOP	BOB'S	22,300	22,300	1	1		15,300	15,300	1	1
1-31300	UNITED PRAIRIE	BANK-MADISON	10,800	10,800	1	1		15,900	15,900	1	1
1-31320	KENNEDY'S	BAKERY	35,600	35,600	1	1	APR '22 XFERRED TO M.DEKLE	3,300	3,300	1	1
1-31330	HEATHER	NURSERY	18,400	18,400	1	1		23,400	23,400	1	1
1-31340	PERDEW	TOMOYO	30,100	30,100	1	1		25,900	25,900	1	1
1-31370	THRIVENT FINANCIAL	FOR LUTHERAN	10,500	10,500	1	1		9,900	9,900	1	1
1-31390	HUSE	CYNTHIA	4,200	4,200	1	1		4,500	4,500	1	1
1-31410	LARRY'S	REFRIG.	2,100	2,100	1	1		2,100	2,100	1	1
1-31420	MADISON	OPTICAL	2,100	2,100	1	1		4,400	4,400	1	1
1-31510	GRAND	THEATRE	1,300	1,300	1	1		1,600	1,600	1	1
1-31530	MARY	EVANS BREI	0	0	1	1		0	0	1	1
1-31560	PHOTOGRAPHY	M. WEBER	8,400	8,400	1	1	JAN '22 XFERRED TO BELLA CALUNA	800	800	1	1
1-31562	INC	RURAL SOLUTIONS	2,000	2,000	1	1		2,100	2,100	1	1
1-31570	OLD NATIONAL	BANK	2,400	2,400	1	1		2,200	2,200	1	1
1-31580	WESTERN	GUARD	4,300	4,300	1	1		6,600	6,600	1	1
1-31590	SWENSON, NELSON & STULZ,	PLLC	55,300	55,300	1	1		7,000	7,000	1	1
1-31620	MADISON HARDWARE	HANK	26,700	26,700	1	1		12,400	12,400	1	1
1-31780	DETOY'S FAMILY	RESTAURANT	123,700	123,700	1	1		119,000	119,000	1	1
1-31790	FISHER	FURNITURE	60,700	60,700	1	1		26,500	26,500	1	1
1-31800	BOB DEKLE - LAUNDROMAT		76,700	76,700	1	1		65,100	65,100	1	1
1-31810	FCS	UNITED	94,100	94,100	1	1		93,900	93,900	1	1
1-31900	WAYNE BORSTAD - LEGION BLDG		199,600	199,600	2	2		87,800	87,800	1	1
1-31910	ENTERPRISE LLC	B&K	0	0	1	1		400	400	1	1
1-31930	HAPPY HOUR SPORTS	BAR	116,400	116,400	1	1		135,100	135,100	1	1
1-31950	MILITARY	AFFAIRS	137,000	137,000	1	1		49,900	49,900	1	1
1-31990	FRONTIER	COMM.	0	0	1	1		10,700	10,700	1	1
1-41000	DAVE'S	PLUMBING	32,300	32,300	1	1		34,800	34,800	1	1
2-41020	MADISON DENTAL	CLINIC	32,300	32,300	1	1		30,000	30,000	1	1
2-41050	KLQP FM		9,500	9,500	1	1		6,000	6,000	1	1
2-41060	JUBILEE FOODS	OF MADISON	168,500	168,500	2	2		165,000	165,000	2	2
2-41080	VFW	CLUB	5,600	5,600	1	1		4,800	4,800	1	1
2-41110	MORIARTY	PAUL	280,000	97,400	3	1		192,600	24,800	2	1
2-41115	MADISON POST	OFFICE	6,400	6,400	1	1		7,500	7,500	1	1
2-41140	FSC	CARGILL	21,100	21,100	1	1		21,100	21,100	1	1
2-41241	LQP COUNTY	GARAGE	0	0	1	1		0	0	1	1
2-41240	LQP COUNTY	GARAGE	33,600	33,600	1	1		25,000	25,000	1	1
2-41250	LQP COUNTY HWY.	OFFICE	3,200	3,200	1	1		3,400	3,400	1	1
2-41290	FIELDCREST FERT.	PLANT	247,100	122,200	2	1		177,000	68,400	2	1
2-41300	TRYGESTAD	WARREN	1,200	1,200	1	1		12,700	12,700	1	1
2-41330	LEIN	LUMBER	5,400	5,400	1	1		7,100	7,100	1	1
2-41370	MADISON COUNTRY	CLUB	43,500	0	1	0		66,000	0	1	0
2-41570	LQP SOIL & WATER	CONSERVATION	30,500	0	1	0		46,000	0	1	0
2-41580	TOFTE AUTO & SALES		33,800	33,800	1	1		25,200	25,200	1	1

Account	Last Name	First Name	2022 Annual Water Consumption	2022 Annual Sewer Consumption	2024 Water EDU Charge	2024 Sewer EDU Charge	Notes	2021 Annual Water Consumption	2021 Annual Sewer Consumption	2023 Water EDU Charge	2023 Sewer EDU Charge
2-41610	TOFTE AUTO & SALES		1,000	1,000	1	1		2,700	2,700	1	1
2-41620	MADISON AUTO	PARTS	53,700	53,700	1	1		54,000	54,000	1	1
2-41630	MIDWEST	MACHINERY	123,300	123,300	1	1		93,700	93,700	1	1
2-41640	MN DEPT. OF	TRANSP.	6,200	6,200	1	1		5,200	5,200	1	1
2-41680	LQP HISTORICAL	SOCIETY	10,500	10,500	1	1		7,700	7,700	1	1
2-41690	LQP AG.	SOCIETY 705 FAIR ST	32,000	32,000	1	1		5,100	5,100	1	1
2-41700	LQP AG	SOCIETY - COMMERCIAL	27,100	27,100	1	1		3,200	3,200	1	1
2-41800	LQP AG.	SOCIETY - WILDLIFE	161,800	161,800	2	2		176,800	176,800	2	2
2-41810	EXHIBIT	BUILDING	1,100	1,100	1	1		400	400	1	1
2-52530	ZAHRBOCK FUNERAL	CHAPEL	61,500	21,700	1	1		193,500	121,400	2	1
2-62590	ASSISTED LIVING	GRACE HAVEN	143,000	143,000	1	1		132,900	132,900	1	1
2-63190	LLC	THE PINES	200,600	200,600	8	8		186,200	186,200	8	8
2-63280	LLC	THE PINES	196,200	196,200	8	8		151,300	151,300	8	8
2-63370	PARK AVENUE	APTS.	1,307,000	1,307,000	36	36		787,000	787,000	36	36
2-63590	MADISON BOTTLING	COMPANY	23,800	23,800	1	1		23,700	23,700	1	1
<b>Totals</b>			<b>10,496,800</b>	<b>10,069,300</b>	<b>246</b>	<b>242</b>		<b>9,908,900</b>	<b>9,327,433</b>	<b>244</b>	<b>239</b>

1-12790	City	Public Works Bldg	30,400	30,400	1	1		34,800	34,800	1	1
1-21330	City	Prairie Arts Center	100	100	1	1	Sept '22 xferred to Borstad	1,200	1,200	1	1
1-22220	City	Recreational Field	600	600	1	1		1,200	1,200	1	1
1-31000	City	Liquor Store	4,300	4,300	1	1		3,600	3,600	1	1
1-31500	City	Public Restroom	7,300	7,300	1	1		3,300	3,300	1	1
1-32000	City	City Hall	36,400	36,400	1	1		40,000	40,000	1	1
1-32010	City	Madison Public Library	11,000	11,000	1	1		8,700	8,700	1	1
1-32040	City	Fire Hall	25,200	25,200	1	1		15,800	15,800	1	1
1-32060	City	Fire Hydrants	16600	0	1	1		3000	0	1	1
1-32075	City	Water Treatment Plant	4100	0	0	0		3900	0	0	0
1-32080	City	JF Jacobson Park	0	0	1	1		0	0	1	1
1-32085	City	JF Jacobson Park Restroom	24,400	24,400	1	1		27,500	27,500	1	1
1-32090	City	Wastewater Treatment	120,400	0	1	1		151,300	0	2	1
2-41090	City	Avenue of Flags	329,200	0	3	1		339,700	0	3	1
2-41350	City	Ambulance Garage	7,900	7,900	1	1		3,700	3,700	1	1
2-52350	City	Ice Skating Rink	44,200	700	1	1		34,600	500	1	1
2-62580	City	Memorial Athletic Park	7,400	7,400	1	1		8,800	8,800	1	1
2-63570	City	Slen Park Pool/Shelter	618,300	4,400	6	1		810,000	8,200	8	1
2-31490	City	Grand Park	103,400	-	1	1	sod/seed in 2022				
<b>Totals</b>			<b>1,391,200</b>	<b>160,100</b>	<b>25</b>	<b>18</b>		<b>1,491,100</b>	<b>157,300</b>	<b>27</b>	<b>17</b>

**CITY OF MADISON, MINNESOTA  
RESOLUTION NO. 23-55**

State of Minnesota                    )  
County of Lac qui Parle            ) ss  
City of Madison                        )

**RESOLUTION AMENDING SANITATION RATES**

**WHEREAS**, City Council periodically reviews the operations of sanitation services and determines the appropriate levels of revenues and expenditures; and

**WHEREAS**, the City Council has reviewed the expenditures of said services and has determined that the proposed expenditures are appropriate and reasonable for the functions being performed; and

**WHEREAS**, the City Council has determined that the revenues associated therewith are insufficient to finance the current operations of those funds; and

**WHEREAS**, it is necessary to increase the rates charged for sanitation services; and

**WHEREAS**, City Ordinance Chapter III, Section 34.01 provides that the said rates shall be fixed, determined and amended by the City Council and adopted by resolution.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA**, the Fee Schedule for both commercial and residential sanitation services is hereby amended as set forth attached “Exhibit A” which is incorporated herein by reference.

**FURTHER, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA**, the effective implementation date for the 2024 rate adjustments is the bill due date of January 15, 2024.

Upon the vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 23-55 was declared duly passed and adopted this 11<sup>th</sup> day of December, 2023.

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

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

### Sanitation Rates

Container Size	2024 Base Rate	
35 Gallon	\$	16.64
65 Gallon	\$	18.20
95 Gallon	\$	19.76
Dumpster Volume Per Week	Per Yard	
1 - 2 Yards	\$	56.32
3 - 4 Yards	\$	53.84
5 Yards and above	\$	51.37

\* Monthly rates shall be compiled by multiplying the base rate times the dumpster volume per week

\*\*Dumpster monthly (4.33 weeks per month) rate is per yard of volume

1-2 yds 13.01

3-4 yds 12.44

5 above 11.86

\*\*\*Minimum monthly sanitation charges =16.64



**CITY OF MADISON, MINNESOTA  
RESOLUTION NO. 23-56**

State of Minnesota                    )  
County of Lac qui Parle            ) ss  
City of Madison                        )

**RESOLUTION AMENDING THE WATER, SEWER & STORM RATES**

**WHEREAS**, City Council periodically reviews the operations of the municipal utility departments and determines the appropriate levels of revenues and expenditures; and

**WHEREAS**, the City Council has reviewed the expenditures of said departments and has determined that said expenditures are appropriate and reasonable for the functions being performed; and

**WHEREAS**, the City Council has determined that the revenues associated therewith are insufficient to finance the current operations of those funds; and

**WHEREAS**, Ehlers Financial Advisors conducted a 10-year Utility Cash Flow Analysis to determine rates that will support each system; and

**WHEREAS**, a copy of the proposed rate schedule is attached hereto as “Exhibit A”; and

**WHEREAS**, it is necessary to increase the user fees charged for the operations of the Water, Sewer and Storm Departments for increases in operational costs and debt services associated with system upgrades; and

**WHEREAS**, City Ordinance Chapter 50.02 provides that said rates shall be fixed, determined and amended by the City Council and adopted by resolution.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA**, the Fee Schedule for services and products of the Water and Sewer Departments is hereby amended as set forth attached “Exhibit A” which is incorporated herein by reference.

**FURTHER, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA**, the effective implementation date for the rate adjustments is the bill due date January 15, 2024.

Upon the vote taken thereon, the following voted:

For:

Against:

Absent:

Whereupon said Resolution No. 23-56 was declared duly passed and adopted this 11th day of December 2023.

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

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

Monthly Water Rates						
	Existing	Proposed Monthly Rates				
	2023	2024	2025	2026	2027	2028
<b>Percentage Increase</b>		<b>11.00%</b>	<b>10.00%</b>	<b>9.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Flat Rates</b>						
Service Charge per meter/EDU	25.24	28.02	30.82	33.59	34.26	34.95
<b>Usage Rates</b>						
<b>Residential/Multi-Family</b>						
Per 100 gallons	1.09	1.21	1.33	1.45	1.48	1.51
<b>Commercial</b>						
Per 100 gallons	1.22	1.35	1.49	1.62	1.66	1.69

Monthly Sanitary Sewer Rates						
	Existing	Proposed Monthly Rates				
	2023	2024	2025	2026	2027	2028
<b>Percentage Increase</b>		<b>8.00%</b>	<b>8.00%</b>	<b>8.00%</b>	<b>4.00%</b>	<b>4.00%</b>
<b>Flat Rates</b>						
Service Charge per meter/EDU	22.11	23.88	25.79	27.85	28.97	30.12
<b>Usage Rates</b>						
All Users per 100 gallons	0.83	0.90	0.97	1.05	1.09	1.13

Monthly Storm Sewer Rates						
	Existing	Proposed Monthly Rates				
	2023	2024	2025	2026	2027	2028
<b>Percentage Increase</b>		<b>5.00%</b>	<b>5.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>
<b>Flat Rates</b>						
Residential	9.93	10.43	10.95	11.06	11.17	11.28
Apartments	5.88	6.17	6.48	6.55	6.61	6.68
Commercial	9.93	10.43	10.95	11.06	11.17	11.28
<b>Area Charge</b>						
Per REF	9.93	10.43	10.95	11.06	11.17	11.28

**CITY OF MADISON, MINNESOTA  
RESOLUTION NO. 23-57**

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

**RESOLUTION AMENDING ELECTRIC UTILITY SERVICE RATES**

**WHEREAS**, City Council periodically reviews the operations of electric distribution services and determines the appropriate levels of revenues and expenditures; and

**WHEREAS**, the City Council has reviewed the expenditures of said services and has determined that the proposed expenditures are appropriate and reasonable for the functions being performed; and

**WHEREAS**, the City Council has determined that the revenues associated therewith are insufficient to finance the current operations of those funds; and

**WHEREAS**, it is necessary to increase the rates charged for electric services; and

**WHEREAS**, a copy of which is attached hereto as “Exhibit A;” and

**WHEREAS**, City Ordinance Chapter 50.02 provides that said rates shall be fixed, determined and amended by the City Council and adopted by resolution.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA**, that the electric utility service rates be hereby amended as set forth in the attached “Exhibit A” which is incorporated herein by reference.

**FURTHER, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA**, that the effective implementation date for the rate adjustments is the bill due date January 15, 2024.

Upon the vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 23-57 was declared duly passed and adopted this 11th day of December, 2023.

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

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

Exhibit A

**Current and Proposed Rates**

Customer Class	2023 Rates	2024 Rates
Residential		
Service Charge	14.25	14.82
Energy Charge - per kWh	0.0760	0.0790
Single Phase Commercial		
Service Charge	22.50	23.40
Energy Charge - per kWh	0.0820	0.0853
Three Phase Commercial		
Service Charge	29.00	30.16
Energy Charge - per kWh	0.0400	0.0416
Demand Charge - per kW	11.40	11.86
Street Lighting		
Energy Charge - per kWh	0.0760	0.0790
Security Lighting		
Per Light	5.50	5.72

**CITY OF MADISON, MINNESOTA  
RESOLUTION 23-58**

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

**APPOINTMENT OF AMBULANCE SERVICE OFFICERS FOR 2023**

**WHEREAS** the Madison City Council is interested in appointing the Ambulance Service Officers for the Year 2024 based on the Ambulance Service meeting held November 28, 2023; and

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

Ambulance Chief: Scott Schake  
Asst. Ambulance Chief: Maria Croatt  
Maintenance Officer: Peter Hibma  
Secretary/Treasurer: Heather Lillejord  
Training Officer: Brittany Engesmoe

Upon vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 23-58 was declared duly passed and adopted this 11<sup>th</sup> day of December, 2023.

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

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

**CITY OF MADISON MINNESOTA  
RESOLUTION NO. 23-59**

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

**RESOLUTION ESTABLISHING THE  
GENERAL FUND 2024 BUDGET**

**WHEREAS**, the City Council is interested in establishing the General Fund Budget for 2024.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA** that the following budget for the year 2024 is hereby adopted and does not include any General Obligation Bonded Debt:

General Fund	Revenues	\$ 2,092,977.00
	Expenses	\$ 2,092,977.00
	Balance	\$ -0-

Upon the vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 23-59 was declared duly passed and adopted this 11<sup>th</sup> day of December, 2023.

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

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

**CITY OF MADISON MINNESOTA  
RESOLUTION NO. 23-60**

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

**RESOLUTION ADOPTING THE 2024 BUDGETS  
(EXCLUSIVE OF THE GENERAL FUND)**

WHEREAS, the City Council is interested in establishing a 2023 Budget reflecting all “Non-General Funds.”

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA that the following non-general fund budgets for the year 2024 are hereby adopted:

NAME	Revenue	Expenses	Balance	After Depreciation
<b>Ambulance</b>	142,500.00	152,800.00	(10,300.00)	(10,300.00)
<b>EDA</b>				
SCDP	25,500.00	-	25,500.00	25,500.00
EDA	112,595.00	107,858.00	4,737.00	4,737.00
<b>EDA Revolving Loan Fund</b>	-	-	-	-
<b>Debt Service</b>				
<b>Infra DS/2021 Refund</b>	338,000.00	313,798.00	24,202.00	24,202.00
<b>2015 GO Refund DS</b>	401,166.00	378,865.00	22,301.00	22,301.00
<b>2016 GO ref/WT DS</b>	150,662.50	143,637.50	7,025.00	7,025.00
<b>Enterprise</b>				
<b>Water</b>	764,250.00	945,703.00	(181,453.00)	1,896.80
<b>Sewer</b>	572,000.00	802,755.00	(230,755.00)	203.84
<b>Sanitation</b>	303,650.00	298,558.00	5,092.00	5,335.60
<b>Electric</b>	1,614,400.00	1,579,044.00	35,356.00	91,654.60
<b>Storm</b>	165,700.00	252,114.50	(86,414.50)	1,719.86
<b>Liquor</b>	500,000.00	498,141.00	1,859.00	3,378.80
<b>Eastview</b>	192,200.00	172,985.58	19,214.42	46,955.42
<b>Reserve</b>	80,000.00	-	80,000.00	80,000.00
<b>Sewer Capital Fund</b>	16,000.00	-	16,000.00	16,000.00
<b>Utility Expansion Project Fund</b>	4,576,014.00	3,403,200.00	1,172,814.00	1,172,814.00
<b>Cult and Rec Capital</b>	32,500.00	30,000.00	2,500.00	2,500.00
<b>Bldg and Equip Capital</b>	119,100.00	66,000.00	53,100.00	53,100.00
<b>Streets Capital</b>	144,000.00	73,000.00	71,000.00	71,000.00
	<b>10,250,237.50</b>	<b>9,218,459.58</b>	<b>1,031,777.92</b>	<b>1,620,023.92</b>

Upon the vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 23-60 was declared duly passed and adopted this 11<sup>th</sup> day of December, 2023.

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

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



**CITY OF MADISON MINNESOTA  
RESOLUTION NO. 23-61**

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

**RESOLUTION ADOPTING TAX LEVY 2023  
COLLECTIBLE 2024**

**WHEREAS**, the City Council is interested in establishing a Final Tax Levy 2023 Collectible 2024.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA** that the following sum of money be levied for the current year, collectible 2024, upon taxable property in the City of Madison, for the following purposes:

2024 Levy Breakdown		
	<i>Preliminary Levy</i>	<i>Final Levy</i>
<i>General Fund</i>	634,853	604,331.00
<i>Economic Development Authority</i>	12,595	12,595.00
<i>Debt Services</i>		
<i>2012 USDA Loan #2,#3</i>	90,000	90,000.00
<i>2015A GO Refunding</i>	77,439	77,439.00
<b>TOTAL</b>	\$814,887.00	\$784,365.00

Upon the vote taken thereon, the following voted:

For:  
Against:  
Absent:

Whereupon said Resolution No. 23-61 was declared duly passed and adopted this 11<sup>th</sup> day of December, 2023.

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

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

**EMPLOYMENT AGREEMENT**

**BETWEEN THE CITY OF MADISON  
AND VALERIE HALVORSON**

**THIS AGREEMENT**, made and entered into this 11<sup>th</sup> day of December, 2023, by and between the CITY OF MADISON, State of Minnesota, a municipal corporation, hereinafter referred to as “Employer”, as a party of the first part, and VALERIE HALVORSON, hereinafter referred to as “Employee”, as party of the second part, both of whom understand as follows:

**WITNESSETH**

**WHEREAS**, Employer desire to continue to employ the services of said Employee as “City Manager” of the City of Madison, Minnesota, as provided by City Charter, Chapter 6 and the Madison City Code; and

**WHEREAS**, it is the desire of the governing board, hereinafter referred to as “Council”, to provide certain benefits, establish certain working conditions of employment and to set working conditions of said Employee; and

**WHEREAS**, it is the desire of the Council to:

- A) Retain the services of Employee and to provide an inducement for Employee to remain in such employment;
- B) To make possible full working productivity by ensuring Employee’s morale and peace of mind with respect to future security;
- C) To act as a deterrent against malfeasance for personal gain on the part of the Employee; and
- D) To provide a just means for terminating Employee’s services at such time as Employee may be unable fully to discharge job duties due to age or disability or when Employee may otherwise desire to terminate employment.

**WHEREAS**, Employee desires to commence employment as the “City Manager” of said City.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1: JOB TITLE AND DUTIES**

Employer hereby agrees to continue employ said Employee as the “City Manager” of said Employer to perform the functions and duties specified in the City Charter and City Code wherein the position is established as the City Manager and is titled in City Code as “City

Manager” to perform other legally permissible and proper duties and functions that the City Council shall from time to time define.

## **SECTION 2: TERM**

- A) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, subject the City Charter and the provisions set forth in Section 4, Paragraph A and B, of this Agreement.
- B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from Employee’s position with the Employer, subject only to the provisions set forth in Section 4, Paragraph B, of this Agreement.
- C) Employer agrees to remain in the exclusive employ of Employer for a period of one year, commencing upon execution hereof, and shall automatically renew on a yearly basis thereafter until either party gives the other notice of intent to terminate this Agreement according to the provisions set forth in Section 4 of this Agreement.

## **SECTION 3: SUSPENSION**

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if:

- A) A majority of the Council agree based on an emergency or urgent circumstance;  
or
- B) After a Public Hearing, a majority of the Council votes to suspend Employee for just cause, provided, however, that Employee shall have at least ten (10) days notice prior to such hearing by the Council members bringing such charges.

## **SECTION 4: TERMINATION**

- A) If the Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of City Manager, without cause, Employer agrees to pay Employee at the time of receipt of Employee’s last pay check a lump sum cash payment equal to **six (6) months** aggregate salary and to continue to provide and pay for the benefits set forth in Sections 10 and 11, for a period of six (6) months following termination (collectively “terminated benefits”). However, in the event Employee is terminated because of Employee’s conviction for an illegal act or cause, then Employer shall have no obligation to pay termination benefits.

- B) If Employee resigns the City Manager position with the Employer, Employee agrees to give Employer sixty (60) days advance written notice unless otherwise agreed upon by the Council and Employee. If Employee voluntarily resigns the position with Employer, there shall be no termination pay or benefits due to Employee.

#### **SECTION 5: DISABILITY**

If Employee is permanently disabled or is otherwise unable to perform the job duties because of sickness, accident, injury, mental incapacity or health for a period of six (6) months, Employer shall have the option to terminate this Agreement. However, Employee shall be compensated for any accrued vacation and other accrued benefits.

#### **SECTION 6: SALARIES**

Employer agrees to pay Employee for services rendered pursuant hereto based on the established pay scale for the city manager, as maybe increased from time to time, and payable in installments at the same time as that of other employees of the Employer.

#### **SECTION 7: SICK LEAVE**

Employee shall accrue sick leave at the rate established by the City of Madison Personnel Policy. Accrued sick leave may be carried from year to year with a maximum cap as is consistent with the City of Madison Personnel Policy.

#### **SECTION 8: VACATION**

Employee shall accrue vacation at the highest rate established by the City of Madison Personnel Policy. Accrued vacation leave may be carried over from year to year with a maximum cap of two hundred forty (240) hours. However, Employee shall be immediately credited with 40 hours of vacation but shall not begin accruing the same until February 1, 2016. When Employee leaves employment, Employee shall be paid any accrued vacation leave with the exception of the unearned credited hours.

#### **SECTION 9: HOLIDAYS**

Employer shall provide Employee the same holidays as enjoyed by other nonunion employees.

#### **SECTION 10: LIFE INSURANCE**

Employer shall provide the same life insurance benefits as enjoyed by other nonunion employees.

## **SECTION 11: GENERAL INSURANCE**

Employer shall provide the same maximum allowance as set by the Council for the group hospital, medical, dental, life and disability insurance benefits as enjoyed by other nonunion employees.

## **SECTION 12: DUES AND SUBSCRIPTIONS**

Employer shall budget and pay the professional dues and subscriptions for Employee which the Council has deemed necessary for Employee's continued participation in national, regional, state and local associations as approved by the Council.

## **SECTION 13: PROFESSIONAL DEVELOPMENT**

Employer shall budget and pay the travel subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member as approved by the Council.

## **SECTION 14: CIVIC CLUB MEMBERSHIP**

Employer recognized the desirability of representation in and before local service organizations and Employee is authorized to become a member of such service organizations with formal approval of the Council, for which Employer shall pay all membership dues.

## **SECTION 15: AUTOMOBILE**

Employer agrees to pay mileage at a rate allowable by the Internal Revenue Service for travel on city related business and as established by the Council.

## **SECTION 16: GENERAL EXPENSE**

Employer recognizes that certain expenses, which are for the good of the City, of a non-personal and generally job-affiliated nature are incurred by Employee and hereby agrees to reimburse or to pay said general expenses upon receipt of a duly executed expense or petty cash voucher, receipt, statement, or personal affidavit as required by Minnesota law. Said expenses shall include reimbursement of Employee's cellular phone used in connection with his employment with said service to include basic service/minutes, internet, email, and texting.

## **SECTION 17: RETIREMENT**

Employer agrees to execute all necessary agreements provided by Public Employees Retirement Association (PERA) for the Employee's participation in said retirement plan and in addition to

the base salary paid by the Employer to the Employee, Employer agrees to pay the percentage set by PERA as the Employer's contribution as prescribed by Minnesota law.

### **SECTION 18: INDEMNIFICATION**

Employer shall defend, save harmless, and indemnify Employee pursuant to Minnesota Statutes §466.07 and §465.76. In addition, Employer shall defend, hold harmless, and indemnify Employee from all torts; civil damages, penalties, and fines; violations of statutes, laws, rules, and ordinances; provided the Employee was acting in the performance of the duties of the position.

### **SECTION 19: BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### **SECTION 20: HOURS OF WORK**

It is understood that the position of the City Manager requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employer that Employee shall be allowed to take time off, as Employee shall deem appropriate during normal business hours of the city offices as essentially "comp time." (Note: the Employee shall still be required to accommodate the regular business needs of the City). Employee shall submit time sheets as proof of "hours of work" as prescribed by Minnesota law.

### **SECTION 21: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- A) The Council in conjunction with the Employee shall fix any such other terms and conditions of employment as they may determine from time to time, relating to the performance of the Employee, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or other laws.
- B) All provisions of the City Code and regulations and rules of the Employer relating to benefits not specifically mentioned in the Agreement as they now exist or hereafter may be amended, also shall apply to Employee as they would to other Employees of Employer, in addition to said benefits enumerated specifically for benefits of Employee as herein provided.

### **SECTION 22: NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody in the United States Postal Service, postage prepaid and addressed as follows:

- A) Employer: on behalf of the Mayor (for the City) at the City Clerk's Office; and

- B) Employee: home address of Employee as last on file with the City Clerk's Office.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **SECTION 23: GENERAL PROVISIONS**

- A) The text herein shall constitute the entire Agreement between the parties.
- B) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C) This Agreement shall become effective upon execution hereof.
- D) If any provision, or any portion thereof, contained in this Agreement, or portion thereof, shall be deemed severable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
- E) This Agreement can only be amended in writing.

### **SECTION 24: PERFORMANCE EVALUATION**

- A) The Council shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. Further, the Mayor or someone designated by such, shall provide the Employee with written summary statement of findings of the Council and provide an adequate opportunity for Employee to discuss the evaluation with the Council.
- B) Annually, the Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City in attainment of the Council's policy objectives and shall further establish a relative priority among those goals and objectives to be reduced to writing. They shall be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations as provided.
- C) In effecting the provisions of this section, the Council and Employee mutually agree to abide by the provisions of applicable law.

**IN WITNESS WHEREOF**, the City of Madison has caused this Agreement to be signed and executed by its Mayor, City Clerk and the Employee with the City Attorney approving it as to

form. Said Agreement to be executed in duplicate with the City and Employee being provided with originals setting forth the day and year first above written.

Approved by the Madison City Council at a council meeting held on \_\_\_\_\_.

**EMPLOYEE:**

**CITY OF MADISON:**

\_\_\_\_\_  
VALERIE HALVORSON

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney