CITY OF MADISON

AGENDA AND NOTICE OF MEETING

Regular Meeting of the City Council – **5:00 P.M.**

Monday, January 22, 2018

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 minutes of the regular meeting minutes and January 8, 2018 regular meeting 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.	MRES Legislative Update – receive	Page 6
B.	Madison Fire Annual Meeting – December, 18, 2017 - receive	Page 9
C.	HRA Agenda and Minutes – January 2018 - receive	Page 10
D.	Library Board Minutes – January 8, 2018 – receive	Page 16
E.	Regular Drill Meeting – December 18, 2017 – receive	Page 17
F.	2017 Mediacom Franchise Fee Payment – receive	Page 18

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

6. UNFINISHED AND NEW BUSINESS

Page 19

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

B. LqP Sheriff Report – Allan Anderson. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 20

C. Approval of Pay Equity Report. A DISCUSSION and MOTION may be in order. (Manager, Council)

Page 27

D. Resolution 18-14 Establishing 2018 Fee Schedule. A DISCUSSION and MOTION may be in order. (Manager, Council, Attorney)

E. Other. A DISCUSSION and MOTION may be in order. (Manager, Council)

7. MANAGER REPORT (Manager)

- Rural Service District Page 33
- PERA Benefits meeting – City/County Page 36
- Cable Franchise Meeting Page 37

8. MAYOR/COUNCIL REPORTS (Mayor/Council)

9. AUDITING CLAIMS

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A copy of the Schedule Payment Report of bills submitted January 8, 2018 through January 22, 2018 is attached for approval for Check No. 55856 through Check No. 55897. A MOTION is in order.

10. ADJOURNMENT

CITY OF MADISON
OFFICIAL PROCEEDINGS

MINUTES OF THE MADISON CITY COUNCIL
REGULAR MEETING
JANUARY 8, 2018

Pursuant to due call and notice thereof, a regular meeting of the Madison City Council was called to order by Mayor Thole on Monday, January 8, 2018, at 5:03 p.m. in Council Chambers at City Hall. Councilmembers present were: Mayor Greg Thole, Maynard Meyer, Paul Zahrbock, and Adam Conroy. Absent: Tim Volk. Also present were: City Manager Val Halvorson, City Attorney Rick Stulz, and City Clerk Kathleen Weber.

AGENDA
Upon motion by Meyer, seconded by Zahrbock and carried, the Agenda was approved as amended. Additions to the agenda include fund transfers, Fiscal Agent Agreement, Facility Agreement, and airport road traffic. All agenda items are hereby placed on the table for discussion.

MINUTES
Upon motion by Conroy, seconded by Zahrbock and carried, the December 11, 2017, meeting minutes were approved as presented.

CITY ENGINEER REPORT
2017 Grant Writing: Upon motion by Conroy, seconded by Meyer and carried, Council approved payment to Bolton & Menk in the amount of $119.00 for engineering services performed in connection with the MN Historical and Cultural Heritage Grant awarded by the MN Historical Society for City Hall restoration.

2017 Sealcoat Project: Council was informed that the final payment has been made to Astech Corporation in the amount of $16,354.40 for the 2017 Sealcoat Project.

Flow monitoring: City Engineer Phil DeSchepper presented Council with an estimate in the amount of $8,500.00 to complete a preliminary engineering study to monitor inflow and infiltration into the City's sanitary sewer system for a 6-month period beginning January, 2018. After further discussion, upon motion by Zahrbock, seconded by Conroy and carried, Council approved completion of the flow monitoring project as presented.

MADISON AMBULANCE SERVICE ANNUAL REPORT
At this time, Ambulance Chief Scott Schake and Assistant Chief Marissa Nelson reported on 2017 activities. They indicated 254 calls, 180 ER calls, 30 transfers and 44 stand-bys. Of the 254 calls; 231 were in Madison area, 16 in Marietta/Nassau area, and 7 in Bellingham area. They expressed appreciation for the new ambulance purchased in 2017 and noted that the old ambulance has been sold. Ambulance billing is now being done by Advantage Billing Concepts rather than the Madison Hospital. This change has made it easier for the Madison Ambulance Service to report their runs to the state and collection attempts are made on unpaid bills. A mental health transport vehicle was purchased as a joint project between the City, County, and Madison Healthcare. A $3,000 stair chair was purchased from Madison Ambulance fundraising dollars. In 2018, Schake and City Manager Halvorson would like to address the loss of advanced life support transfers to neighboring paramedic services, and the Madison Ambulance Service would like to apply for a grant for the purchase of a blood pressure and Defib machine for the second ambulance. This machine costs approximately $32,000. The ambulance service would like to address retention of EMTs. Right now, they have 16, with room for 22. He noted Dan

Splonskowski, Paul Engesmoe, and himself having 20 plus years of service. A suggestion was made that Madison's volunteer firemen take the EMT class in order to drive the rig when needed. Council thanked Schake and Nelson for their service and expressed appreciation to the Madison Ambulance squad.

Upon motion by Meyer, seconded by Zahrbock and carried, **RESOLUTION 18-09** titled "Appointment of Ambulance Service Officers for 2018" was adopted. This would provide for the following appointments for 2018:

Ambulance Chief:	Scott Schake
Asst. Ambulance Chief:	Marissa Nelson
Maintenance Officer:	Jeremy Osteraas
Secretary/Treasurer:	Maria Croatt
Training Officer:	Brittany Engesmoe

A complete copy of Resolution 18-09 is contained in City Clerk's Book #8.

CLEANING CONTRACTS

Upon motion by Zahrbock, seconded by Conroy and carried, Council approved proposals received from Lyndon Worden for cleaning services at City Hall for $850/month and Madison Public Library for $750/month.

PRAIRIE ARTS CENTER

Upon motion by Meyer, seconded by Zahrbock and carried, Council authorized the Lac qui Parle Players to apply for a Facilities and Equipment grant of up to $10,000 from the Southwest MN Arts Council for improvements to the downstairs foyer and two restrooms. A 20% match is required to participate in this grant program. After further discussion, upon motion by Meyer, seconded by Zahrbock and carried, Council approved submission of a grant application and up to $2,000 contribution toward the project match.

Upon motion by Meyer, seconded by Zahrbock and carried, Council approved execution of a Fiscal Agent agreement between the City of Madison and Lac qui Parle Players for the Southwest MN Arts Council grant if awarded.

Upon motion by Meyer, seconded by Conroy and carried, Council approved execution of a Facility Agreement between the City of Madison and Lac qui Parle Players for use of the Prairie Arts Center.

ANNUAL MEETING

Upon motion by Zahrbock, seconded by Volk and carried, **RESOLUTION 18-01** titled "Resolution establishing council meetings time, date, and place" was adopted. This resolution would provide for the City Council to meet on the second and fourth Monday of each month at 5:00 p.m. Special meetings can be established when so required in accordance with Open Meeting laws. A complete copy of Resolution 18-01 is contained in City Clerk's Book #8.

Upon motion by Meyer, seconded by Zahrbock and carried, **RESOLUTION 18-02** titled "Designation of Newspaper" was adopted. This resolution would provide for the Western Guard of Madison, Minnesota, to be designated as the official newspaper with supplemental publications being used as needed. A complete copy of Resolution 18-02 is contained in City Clerk's Book #8. Councilmember Conroy abstained.

Upon motion by Zahrbock, seconded by Conroy and carried, **RESOLUTION 18-03** titled "Designation of Depository" was adopted. This resolution would provide for the designation of KleinBank of Madison and United Prairie Bank of Madison as the City's official depositories. A complete copy of Resolution 18-03 is contained in City Clerk's Book #8.

Councilmember Zahrbock nominated Councilmember Meyer as Acting Mayor. There being no other nominations, upon motion by Zahrbock, seconded by Conroy and carried, **RESOLUTION 18-04** titled "Election of Acting Mayor" was adopted. This resolution would provide for the election of Maynard Meyer as Acting Mayor. A complete copy of Resolution 18-04 is contained in City Clerk's Book #8.

Upon motion by Zahrbock, seconded by Meyer and carried, **RESOLUTION 18-05** titled "Resolution ratifying council boards & commissions appointments" was adopted. This resolution would provide for the appointment of council and citizen representatives to various boards and commissions. A complete copy of Resolution 18-05 is contained in City Clerk's Book #8.

Upon motion by Zahrbock, seconded by Thole and carried, **RESOLUTION 18-06** titled "Resolution ratifying council committee appointments" was adopted. This resolution would provide for the appointment of council representatives to various council committees. A complete copy of Resolution 18-06 is contained in City Clerk's Book #8.

Upon motion by Meyer, seconded by Zahrbock and carried, **RESOLUTION 18-07** titled "Resolution designating an authorized representative to the Western MN Municipal Power Agency" was adopted. This resolution would provide for the appointment of City Manager Val Halvorson as the City's representative, with Line Department Supervisor Don Fernholz being appointed as alternate. A complete copy of Resolution 18-07 is contained in City Clerk's Book #8.

Upon motion by Zahrbock, seconded by Thole and carried, **RESOLUTION 18-08** titled "Resolution designating an authorized representative to the Missouri River Energy Services" was adopted. This resolution would provide for the appointment of City Manager Val Halvorson as the City's representative, with Line Department Supervisor Don Fernholz being appointed as alternate. A complete copy of Resolution 18-08 is contained in City Clerk's Book #8.

PUBLIC PETITIONS, REQUESTS, HEARINGS, AND COMMUNICATIONS
None.

CONSENT AGENDA
Upon motion by Zahrbock, seconded by Conroy and carried, the Consent Agenda was approved as presented. Included on the Consent Agenda was an application from the Madison VFW for a temporary On-Sale Liquor License for Sunday, February 4, 2018.

FUND TRANSFERS
Upon motion by Conroy, seconded by Zahrbock and carried, **RESOLUTION 18-13** titled "Fund Transfer Adjustment Effective December 31, 2017" was adopted. This resolution includes Reserve Fund and budgeted transfers for 2017. A complete copy of Resolution 18-13 is contained in City Clerk's Book #8.

CITY COUNCIL CHECKLIST
Council reviewed the City Council Checklist. City Manager Halvorson informed Council that she just received a report today in regard to the Childcare Shortage study. Tours of several facilities will be done next week. Councilmember Conroy and Mayor Thole volunteered to serve on the proposed Public Restroom project being discussed with the Lac qui Parle County Ag Society for J. F. Jacobson Park.

ASSIGNMENT OF 2018 WAGES
Upon motion by Conroy, seconded by Zahrbock and carried, **RESOLUTION 18-10** titled "Resolution Establishing Assignment of Wage Increase Schedule 2018" was adopted. This resolution provides for employee assignment to the appropriate grade and step based on 2017 performance evaluations. A complete copy of Resolution 18-10 is contained in City Clerk's Book #8.

ELECTRIC LINE WORKER WAGE MARKET ADJUSTMENT
Upon motion by Meyer, seconded by Zahrbock and carried, **RESOLUTION 18-11** titled "Resolution Market Adjustment for Electric Utility Line Workers Wage" was adopted. This resolution would provide for an additional wage adjustment for city electric line workers based on high market demand. City Manager Halvorson noted that this increase would not interfere with pay equity requirements. A complete copy of Resolution 18-11 is contained in City Clerk's Book #8.

CLOSING SEALCOAT PROJECT FUND
Upon motion by Zahrbock, seconded by Conroy and carried, **RESOLUTION 18-12** titled "Resolution for Closing Fund #408 – Sealcoat Project Fund Effective December 31, 2017" was adopted. City Manager Halvorson noted that the 2017 Sealcoat Project had an estimate of $420,000 but came in at $370,232.65. A complete copy of Resolution 18-12 is contained in City Clerk's Book #8.

AUDITING PROPOSAL
Upon motion by Zahrbock, seconded by Conroy and carried, Council accepted a proposal received from Meulebroeck, Taubert & Co., PLLP, for the provision of auditing services for years ended 2017, 2018, and 2019 at a "not to exceed" cost of $14,900, $15,500, and $16,100 respectively.

LODGING TAX
Upon motion by Meyer, seconded by Zahrbock and carried, **ORDINANCE NO. 381** titled "Ordinance Establishing and Regulating Lodging Tax" was adopted. This resolution would provide for the collection of 3% lodging tax by Madison's Hometown Lodge as permitted by statute to be effective February 1, 2018.

Upon motion by Zahrbock, seconded by Thole and carried, Council approved a summary of Ordinance No. 381 for publication.

MN HISTORICAL SOCIETY GRANT
City Manager Halvorson informed Council that the City has been awarded a grant from the MN Historical Society for the design plan phase of the proposed City Hall renovation project. Upon motion by Zahrbock, seconded by Conroy and carried, Council approved execution of the grant agreement and notice to proceed.

AIRPORT ROAD TRAFFIC
Councilmember Meyer informed Council that he has received a complaint about traffic traveling at a high rate of speed on the airport road. Council noted that this road is outside the city limits and that speed violations should be reported to the Sheriff's Office. City Manager Halvorson indicated that she will let the Sheriff's Office know of this complaint.

CITY MANAGER REPORT
Street/Park Department timeline: City Manager Halvorson informed Council that she has received anticipated retirement dates from Street Department employees to take place between April and June, 2018. Given the vast range of responsibilities for this department, City Manager Halvorson has decided

to advertise the Streets and Parks Supervisor position with an anticipated start date of March 5th and hopes to then have the Heavy Equipment Operator position filled by May 7th.

Childcare Center tours: City Manager Halvorson informed Council that several committee members will be touring three childcare centers being developed through collaborative efforts similar to what is being discussed for Madison.

MAYOR/COUNCIL REPORTS

Airport: Councilmember Conroy reported on the Airport Commission meeting and noted that 2018 officers and legal representation were appointed; and that the new snow blower is being stored outside as it was found to be too wide to be put in the storage shed.

Litigation: City Attorney Stulz updated Council on on-going litigation.

DISBURSEMENTS

Upon motion by Meyer, seconded by Zahrbock and carried, Council approved disbursements for bills submitted between December 12th, 2017, and January 8, 2018. These disbursements include United Prairie Check Nos. 55739-55844.

There being no further business, meeting adjourned at 6:15 p.m.

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Greg Thole – Mayor

ATTEST:

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Kathleen Weber – City Clerk

MRES Legislative Line®

Session has officially started…at least in two states. Even-numbered years are always interesting in that Minnesota and Wyoming usually start after January, while the North Dakota legislature does not meet at all. However, things are off and running in Iowa and South Dakota. Here is this week's summary of the legislative highlights:

Iowa

The Iowa Legislative session officially began this week with Governor Kim Reynolds giving her Condition of the State Address on Tuesday January 9th. This year the Senate, the House and Governor Reynolds are set to focus on tax reform, health care reform and the nationwide opioid crisis.

On the energy side, there may be an Omnibus Energy bill this session. Topics such as energy efficiency, utility finance, economic development initiatives, and utility Right of First Refusal as it pertains to regional transmission investment may be included. No bill has yet been introduced. Also, there may be bills on eco-terrorism and possible changes to renewable energy tax credits.

The Iowa Association of Municipal Utilities (IAMU) will hold their Legislative Forum and Annual Business meeting on February 7 and 8, at the Iowa Hall of Pride in downtown Des Moines (February 7) and at the IAMU business offices in Ankeny (February 8). During the conference, a reception for the legislators will be held from 5 to 7 p.m. on Wednesday, February 7 at the Iowa Hall of Pride. Registration for the IAMU conference is available at www.iamu.org.

MRES maintains updates and links on key Iowa bills on the MRES Iowa Legislative and Regulatory webpage. Also available on the website is the updated MRES Iowa Legislative Guide to assist you in contacting your area legislators.

Minnesota

The Minnesota session will not convene until February 20. However, MRES and other utilities have already been active. As many of you may recall, HF 2248 was introduced last year and supported by the Large Industrial Customer group and the Minnesota Conservative Energy Forum. The bill would have allowed a non-utility, third party provider to serve a large industrial customer, using the incumbent utility's existing lines and paying no additional fees to the incumbent utility. Even though this is aimed at investor-owned (IOU) utility service territory, the municipals and cooperatives are also opposing this proposal as it would set a bad precedent.

Meanwhile, a dispute has arisen as a result of the appointment of Tina Smith (DFL) by Governor Dayton to the U.S. Senate seat held by Al Franken. Under the Minnesota state Constitution, Lieutenant Governor Tina Smith's position must be filled according to Constitutional succession. This means that under the state Constitution, the current President of the Senate, Michelle Fischbach (R-Paynesville), will become the new Lieutenant Governor. This creates a rarity—the Governor and Lieutenant Governor will be of different parties. Meanwhile a dispute has already erupted between the parties over Fischbach's move to the Lieutenant Governor seat; Senator Fischbach maintains that she can hold both her state Senate seat and the Lieutenant Governor seat at the same time. The Governor's office and others, including the Attorney General, dispute that. At this writing, the issue has not been resolved.

Once session begins, Minnesota bills of relevance will be found on the MRES Minnesota Legislative and Regulatory webpage.

North Dakota

The North Dakota legislators do not meet in regular session in even-numbered years. However, there is an active interim committee process that is on-going. One of the interim committees that MRES is following is the Judiciary Committee. It most recently met on January 11. The committee took additional testimony on the cost of publishing legal notices. The committee is considering whether some legal notices of public entities like cities may be done on a city-owned website (for example) rather than through traditional newspaper publication.

South Dakota

The South Dakota legislative session began on January 9 with the Governor's State of the State Address. The Governor spoke about the 2017 Summer Special Session in which legislators re-wrote the state's law concerning nonmeandered waters, lakes and sloughs. Opponents expressed some concern and will bring a bill to fix some of the problems. The Governor also indicated that he wants to provide more opportunities and resources for students wanting to attend post-secondary schools in the State. He spoke in favor of the program "Career Launch" which took effect recently and provides students with work-based education.

The focus of the session will be campaign finance reform and ballot/initiated measure reforms. In fact, several such bills have already been passed out of committee. On January 12, the House State Affairs passed the following campaign finance and/or ballot measure bills out of committee—each with a unanimous vote: HB 1003 (revising the required content of campaign filing reports); HB 1004 (directing the State Board of Elections to promulgate rules on ballot measure); HB 1005 (mandating consistent use of terms for ballot measures); and HB 1006 (setting forth a comment period for ballot measures).

On the cyber security front, SB 62, supported by the Attorney General, has been introduced. This bill would require public entities to provide notification when a cyber breach occurs that jeopardizes certain personal information.

Save the Date! MRES will be hosting its annual **Power Lunch** at the state Capitol on Wednesday, February 7, from 11:30 a.m. to 1 p.m. It will again be held in conjunction with the South Dakota Municipal League's Municipal Government Day at the Legislature, also set for February 7. Please make plans to attend these events.

MRES maintains updates and links on key South Dakota bills on the MRES South Dakota Legislative and Regulatory webpage. Also available on the website is the updated MRES South Dakota Legislative Guide to assist you in contacting your area legislators.

Wyoming

The Wyoming Budget Session does not begin until February 12. With state revenue being down, it is anticipated that session will be all about tax revenue shortfalls and finding funding solutions. Additionally, legislators will be working on: Medicaid, wildlife trust funding, education and education funding, workplace safety, and discrimination law.

Materials for Your Use!

The "Building Something Good Together" brochure will be helpful in providing information about MRES for legislators, city council members and local commissioners. It can be found at this link: https://www.mrenergy.com/news/brochures, or contact Lisa Korthals at 800-678-4042 or lisa.korthals@mrenergy.com if you would like hard copies of the brochure.

Annual Meeting
12/18/17

The Madison Volunteer Fire Department met for its annual meeting with Chief Mitch Wellnitz presiding. Roll call was made from the regular session roll call. Minutes from last year's meeting were read and approved as read. There were 19 emergency calls for the department in 2017; 9 fire related calls of which 1 were house related, 8 were vehicle/equipment/grass/crop fires; 4 false alarms, 3 ambulance assistances, 2 vehicle accidents and 1 gas leak. Of these 19 runs 1 was a mutual aid given situation.

Chief Wellnitz thanked everyone for their hard work with the fire department and for making as many calls this year as possible. With everyone contributing to the team is makes everything go much smoother.

Being that no persons put their name on the board to show their interest in any of the officer positions; a motion was made by Jerod Zimbelman, seconded by Randy Hansen, to keep the officers the same from 2017 to 2018, with the exception of Safety Officer where Casey Chester agreed to take over the position for Jim Strand. Motion passed by voice vote.

Election of Officers for 2018:

Chief: Mitch Wellnitz
Assistant Chief: Brian Tebben
Training Officer: Mark Olson
Safety Officer: Casey Chester
Secretary: Don Tweet
Treasurer: Gary Hansen

Foremen for 2017:

4X4: Jon Pearson
Rescue Truck: Jamie Jahn & Chris Nelson
Pumper #1: Steve Olson
Pumper #2: Zack Flickinger
Tender: Brady Thomson
Gator: Jerod Zimbelman

Motion was made by Jerod Zimbelman to adjourn meeting seconded by Brian Tebben - carried.

Don Tweet
Secretary

MEETING AGENDA HRA of Madison

310 Park Avenue
Madison, MN 56256

Meeting Description Regular Meeting

Results Desired

Date: January, 2018_ **Time** 11:30a.m. **Location** Authority Office

Start	Stop	Total Hours	Start	Stop	Total Hours

Call to Order:

Action on Minutes:

Financial Report:

Project Performance Reports: Oct. '17 - ( )

Correspondence: None

Maintenance:

Occupancy Status: Crystal Pederson moving into #123

Old Business: Sign resolution writing off $19 back rent
Discuss hiring of hallway painter

New Business:

Other Business:

Adjournment:

MINUTES
REGULAR MEETING
THURSDAY, DECEMBER 14, 2017

The Board of Commissioners of the HRA of Madison, MN met on Thursday, December 14, 2017 at the office of the authority. Commissioners present were: Karie Sorknes, Carlyle Larson, Missy Heinrich and Stan Olson. Also present was Executive Director Kathy Bungarden and Dave Jacobsen from Maintenance. Absent was Assistant City Attorney Becky Trapp and board member Judi Nelson.

Chairperson Karie Sorknes called the meeting to order at 12:03 p.m.

Maintenance: Dave Jacobsen informed the board that the snow blower has been mounted onto the garden tractor and is ready to blow snow. A discussion was held on finding someone to either do or help with the snow removal this winter season. Dave said his brother, Tom Jacobsen, was interested in the job. It was decided to have a special meeting on Tuesday, December 19, 2017 at the office of the authority to figure out how the snow removal will be divided up and what Tom Jacobsen will be paid.
Dave Jacobsen has been making vacant apartments move-in ready as needed.

The minutes of the regular meeting on Thursday, November 9, 2017 were discussed. Minutes were approved as written.

The financial report was reviewed. After a short discussion by the board regarding checks #6465 - #6497 for a total amount of $14,768.67 a motion was made by Missy Heinrich and seconded by Stan Olson to pay the bills. Motion carried.

Kathy Bungarden has not yet received a Performance Report October, 2017 from Loucks & Schwartz.

Occupancy Status: #101 – Jim Buchman is moved in
#123 – Greg Morris is interested
#240 – Patty Thompson moved in
#236 – Nicole Bradley's mother possibly moving in in Jan.'18
#115 – Ralph Milbrandt moving in December 14, 2017

OLD BUSINESS: It was decided to write off the remaining $19.00 back rent from #123. Kathy Bungarden will get a resolution ready for signing at the next meeting.

NEW BUSINESS: There was a discussion on getting the hallway painting completed. After a short discussion it was decided that Kathy Bungarden would check with a couple painters in the Madison area to finish the hallway started and quit where it would not be noticeable. The first floor will not be entirely painted and none of the second floor will be painted.

OTHER BUSINESS: The State Inspector was here December 5, 2017. The kitchen passed inspection. However, the ladies need to start wearing some type of hair covering and we need a fingernail brush.

No further business forthcoming.

The next regular meeting will be Thursday, January 11, 2018 at 11:30 a.m.

Meeting adjourned at 1:10 p.m.

Chairperson – Karie Sorknes

Co-Chairperson – Stan Olson

Minutes prepared by KB on 12/15/2017.

MINUTES
SPECIAL MEETING
THURSDAY, DECEMBER 19, 2017

The Board of Commissioners of the HRA of Madison, MN met on Thursday, December 19, 2017 at the office of the authority. Commissioners present were: Carlyle Larsen, Stan Olson, and Judi Nelson. Also present was Executive Director Kathy Bungarden and Dave Jacobsen from maintenance. Absent was Karie Sorknes, Missy Heinrich, and Assistant City Attorney Becky Trapp. Tom Jacobsen was also present.

Co-Chairperson Stan Olson called the meeting to order at 9:35 a.m.

After some discussion on the matter of snow removal a motion was made by Stan Olson and seconded by Judi Nelson to accept the duties of removing snow by Tom Jacobsen and Dave Jacobsen and compensation paid to Tom Jacobsen to be as follows:

Parking Lot – Tom Jacobsen w/Pickup and blade
Front Driveway – Tom Jacobsen 2/Pickup and blade
In-between cars in parking lot – Dave Jacobsen (snow blower or whatever equipment does the best job)
Sidewalks – Dave Jacobsen (snow blower or whatever equipment does the best job)
Doorways – Dave Jacobsen (best method of snow removal)
Sanding – Dave Jacobsen

Compensation to Tom Jacobsen will be as follows:
0" – 6" $25.00
6" – 12" $50.00
Anything over 12" is negotiable

Kathy Bungarden asked Tom Jacobsen to supply a written document about his work ability which states that he is able to do this type of work and what his weight restriction, if any, is.

Meeting adjourned at 10:00 a.m.

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Carlyle Larsen, Board Member Stan Olson, Vice-Chairperson

Minutes prepared by KB on 12/19/2017.

ROUGH DRAFT

FINANCIAL		**STATEMENT**			December, 2017
Balance as of last statement					$ 3,283.18
		Income for December, 2017			
Rent	33	$325.00 each apartment			$ 10,738.00
Cable	28				$ 840.00
AC	27				$ 135.00
Garage	10				$ 370.00
Fr.	5				$ 10.00
				$ -	$ 15,376.18
Other Income					
Maintenance - Rent, Cable, Freezer, A/C				$ 148.00	
Laundry (One Machine Down 1/2 the month)				$ 326.00	
Transer fee			(11/1/2017)	$ (2.50)	
Sec, Dep. #108-$150;#123-$450;#236-$115				$ 715.00	
Interest on ch `				$ 0.12	
				$ 1,186.62	$ 1,186.62
					$ 16,562.80

4190	12/11/2017	6465	Prairie Five Senior Dining	$ 125.00
4190	12/11/2017	6466	B-Day Club Xmas Supper	$ 16.00
4190	12/12/2017	6467	B-Day Club Xmas Supper	$ 8.00
4190	12/13/2017	6468	Frontier	$ 209.49
2117	12/11/2017	Auto	S.S.-$667.18;Medi-$156.04;Fed.-$450.00	$ 1,273.22
4110	12/15/2017	6469	Kathy Bungarden	$ 1,018.33
4110	12/31/2017	6470	Kathy Bungarden	$ 1,018.33
4170	12/14/2017	6471	Loucks & Schwartz(Mo. Chg./Electronic submission)	$ 510.00
4190	12/14/2017	6472	Madison Postmaster	$ 39.20
4190	12/14/2017	6473	Office Peeps(Calendars & Binder Indexes)	$ 42.34
4190	12/14/2017	6474	KLQP	$ 30.35
4190	12/14/2017	6475	Capital One(Garbage bags, Misc. Kitchen Supplies)	$ 113.64
4190	12/14/2017	6476	LQP Co. Sheriff's Office(Buchmann & Gage)	$ 20.00
4190	12/14/2017	6477	Cardmember Serv.Copy Paper, Ink Cartridges)	$ 195.33
4190	12/14/2017	6478	Jubilee Foods(Parmesan Cheese)	$ 6.98
4190	12/14/2017	6479	The Valley Shopper	$ 260.82
4190	12/14/2017	6480	Wetern Guard	$ 279.00
4190	12/14/2017	6481	Montevideo Publishing	$ 338.90
4220	12/14/2017	6482	Dorothy Wright (20 hrs. @ $9.50)	$ 175.46
4220	12/14/2017	6483	Judi Nelson(15 Hrs. @ $9.50)	$ 131.59
4220	12/14/2017	6484	Deb Rakow(8 hrs. @ $9.50)	$ 70.19
4220	12/14/2017	6485	Joan Fernholz(4 hrs. @ $9.50)	$ 35.09
4330	12/11/2017	Auto	Minnesota Energy	$ 1,002.78
	12/15/2017	Auto	City of Madison	$ 3,773.96
4410	12/15/2017	6486	Dave Jacobsen	$ 672.08

4410	12/31/2017	6487	Dave Jacobsen	$ 672.08	
4420	12/14/2017	6488	Brehmers True Value	$ 21.98	
4420	12/14/2017	6489	Madison Hdwe. Hank	$ 160.69	
4430	12/23/2017	Auto	Mediacom	$ 1,179.30	
4430	12/14/2017	6490	MN Dept. of Labor & Industry(Renew Boiler Cert.)	$ 10.00	
	12/14/2017	6491	VOID		
4430	12/14/2017	6492	Prairie Five(Food & Beverage License Renewal)	$ 200.00	
4430	12/14/2017	6493	MN Elevator	$ 146.64	
4430	12/14/2017	6494	Auto.Bldg. Controls(Replace smoke detector by #112)	$ 100.86	
4540	12/14/2017	6495	H.A.R.T.	$ 462.60	
4540	12/14/2017	6496	Kathy Bungarden H.C.	$ 249.34	
4330	12/14/2017	6497	Odden & Zimbelman(#126-Fan Motor/#108 Drip Pans)	$ 199.10	
4190	12/272017	Auto	Harland Clarke Check Order	$ 304.94	
				$ 15,073.61	-15,073.61
					$ 1,489.19

****

Insured CD $25,028.85 Mat. Date 11/14/2018 Int. Rate 0.35%

#51000000499 1 year Interest Yr. Ending 11/14/17 - $87.30

Balance	Insured Money Market Savings	10/31/2017	$113,549.79
	Subsidy	11/7/2017	$3,250.00
	Transfer from Savings		
	Interest	11/30/2017	$ 19.09
Balance		11/30/2017	$116,818.88

****

YTD Int.		Sec. Dep. Klein Bank	Deposit	Payment	Balance
$1.03					
	10/31/2017				$7,232.78
	11/9/2017	Additional #125(D. Harberts) $75;Sec. Dep. #108(T.Cain) $150	$225.00		$7,457.78
	11/30/2017	Interest	$0.18		$7,457.96

#118; 1 Cat - $300 Deposit
#234; 1 Dog - $300 Deposit
#239; 1 Cat - $300 Deposit
#123; 1 Cat - $300.00 Deposit
#125; 1 Dog - $300.00 Deposit
#115; 1 Cat - No Pet Deposit

Madison Library Board

Meeting Minutes

The Madison Library Board met on Monday, January 08, 2018 at 5:30 pm.

Roll Call: Robert Glomstad_A_, Roy Tonn__X_ Deb Koester_X__ Sandy Buer_A__, Heather Muntean_X__, Val Halvorson_A__, and John Maatz__X_

The Meeting was called to order at 5:40pm and a quorum was present.

Approval of Agenda – Approved as presented.

Minutes – Motion by Roy and seconded by Heather to accept the minutes as read.

Financial Report –Motion by Roy and seconded by Heather to deposit the money coming from SWIF into the checking account at this time.

Correspondence –None

President's Report – Nothing

Librarian's Report –Polar Express party success. Lydia and Karen were in charge of the activity. Build a reading buddy program is happening in Feb. Winter reading program for adults began in January. Legacy grant knitting by –Jen Anfinson from Painsville took place on Jan. Jan. 4th. The class was full. A Canvas Art project is scheduled for Feb. Chad Lewis will do 2 programs in Madison at the Museum. One on Gangsters, and the other on paranormal in Minnesota. In March an area author – Melissa Nelson will be coming to Madison. Doug Ohman – photographer and author of Byways series will be here in March. We will be combinng with the Museum for this program. He will be talking on Minnesotas part in the Civil War. An article from the library will be in the Western Guard weekly.

Committee Reports –No committees at this time.

Old Business – Some of the items that were okayed at the Nov. board meeting have not been ordered yet. Waiting until the funds come from SWIF.

The knitting with your arms instead of needles class was a big success. Everyone would like to see it done again.

New Business – John Maatz will be on the Pioneerland finance committee for LQP County. Heather nominated Deb for President of Library Board and it was seconded by Roy. The motion passed. Deb nominated Heather for secretary and Roy seconded the motion. The motion passed. We recommend Roy to be our delegate for Pioneerland.

Discussed getting more I-pads. Concern was that there were never any I-pads for the Osmos for the younger children.

Cheri Tuckett said if Deb would send her the activities that are happening at the library she would post it on the City web site too.

Member Education – None

Adjournment – Roy made the motion to adjourn, seconded by Heather. We adjourned at 6:30 pm.

Submitted by Deb Koester, acting secretary

Next meeting is March 19 at 5:30 pm

Regular Drill Meeting
12/18/2017

The Madison Volunteer Fire Department met in regular session with Chief Mitch Wellnitz presiding.

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

Gary Hansen gave the treasurers report and it was approved as read.

Emergency calls for the past month:

1. December 13 -- ambulance assist

Training report: no report

Mitch Wellnitz received two different quotes in regards to 1st Responders Class, one from Ortonville for $500/person and the other from Ridgewater College in Willmar for $450/person. Five persons on the department are currently interested in taking the classes. Mitch will discuss the situation with City Administrator Val Halvorson and likely work with Ridgewater to set up dates for training. The course is 48 hours with some of the training being able to be completed online.

Everyone reported that they have received their annual paychecks. If anyone is interested in having the funds deposited by direct deposit Mitch has the forms.

Congratulations and welcome to our two new firefighters -- Tyler Engesmoe and Kyle Zimmerman who officially started on December 1st. Both are currently attending firefighter I & II training being held in Dawson.

The Annual Wife's Party is scheduled for Saturday, January 27th.

A discussion was held in regards to moving some excess funds from our checking accounts into the State Board of Investment funds, of which there are three different fund types. A motion was made by Brady Thomson to move $20,000 out of the relief fund checking account and $10,000 from the general fund checking account and put $10,000 into each of the three different State Board of Investment fund types. Motion seconded by Brian Tebben, passed by voice vote.

Motion was made by Brian Tebben to adjourn meeting seconded by Jerod Zimbelman, carried.

Don Tweet
Secretary

Mediacom Communications Corporation
One Mediacom Way
Mediacom Park, NY 10918

STATEMENT OF FRANCHISE FEE PAYMENT

Statement Period: Jan 1, 2017 to Dec 31, 2017
Statement Date: January 12, 2018

City of Madison (MN)
404 6th Ave
Madison, MN 56256

Payment Item	**Base Amount**	**Rate**	**Payment Amount**
Advertising Revenues	$6,901.66	0.05	$345.08
Bad Debt Offset	($2,162.23)	0.05	($108.11)
Basic Service	$111,458.13	0.05	$5,572.90
Bulk Revenue	$43,817.31	0.05	$2,190.87
Digital Service Tier	$10,192.08	0.05	$509.62
Equipment Rental	$24,346.69	0.05	$1,217.33
Expanded Basic Service	$82,915.15	0.05	$4,145.75
Home Shopping Commissions	$873.33	0.05	$43.66
Installation	$4,901.97	0.05	$245.09
Late Payment Handling Fees	$4,975.50	0.05	$248.78
Misc Revenue	$58.00	0.05	$2.90
Pay-per-View	$2,528.87	0.05	$126.44
Premium Services	$20,611.56	0.05	$1,030.59
VOD Service	$35.61	0.05	$1.78
Wire Maintenance	$1,969.61	0.05	$98.48
		Total Payment	$15,671.16

Mediacom Contact: Theresa Sunde 507-837-4878 tsunde@mediacomcc.com

CITY COUNCIL CHECKLIST

1/19/2018

ITEM	DATE	ADDRESSED BY	RESPONSIBLE TO COMPLETE	EXPECTED COMPLETION	COMPLETE
~~Irrigation Flags of Honor~~	~~5/13/2013~~	~~Thole~~	~~CM, Parks~~	~~Installed~~	~~completed~~
~~Downtown Alleyway Water Problem~~	~~9/19/2013~~	~~Conroy~~	~~CM, Streets~~	~~paved curb to properly drain water~~	~~completed~~
~~Water Main Relocation - Cargill~~	~~2/28/2014~~		~~CM, Engineer~~	~~Mains installed, working on easements~~	~~completed~~
~~Disc Golf Course~~	~~3/10/2014~~	~~Conroy~~	~~CM~~	~~Delivery and installation complete by June~~	~~completed~~
~~Weed Control~~	~~5/27/2014~~	~~Zahrbock~~	~~Parks~~	~~sprayed and will continue to spray~~	~~completed~~
~~Junk Vehicles - Modify Ordinance~~	~~7/28/2014~~	~~Meyer~~	~~CM, Attorney~~	~~Proposed Ordinanace~~	~~completed~~
~~Snow Removal Sidewalks~~	~~1/26/2015~~	~~Conroy~~	~~CM PW~~	~~Follow Ordinance Procedure~~	~~completed~~
~~Prairie Arts Center Bats~~	~~2/23/2015~~	~~Conroy~~	~~CM~~	~~Bat Guy followed up, some areas are going to need to be addressed~~	~~ongoing~~
~~Contracted Mowing Services~~	~~7/28/2014~~	~~Zahrbock~~	~~CM, Parks~~	~~Contracted with Richards Adams~~	~~ongoing~~
~~Lawn Ordinance~~	~~4/27/2015~~	~~Conroy~~	~~Streets~~	~~mowed and will continue to mow throughout the s~~	~~ongoing~~
~~Swimming Pool Renovation~~	~~2/11/2013~~	~~Thole~~	~~CM, Parks~~	~~Donations remain~~	~~ongoing~~
~~Planning and Zoning updates~~	~~12/28/2015~~	~~Thole~~	~~CM~~	~~Ordinance to be approved~~	~~ongoing~~
~~Landscape Library~~	~~11/2/2015~~	~~Thole~~	~~Parks~~	~~City Staff with design input from boards~~	~~ongoing~~
~~Pool House - Renovations~~	~~7/13/2015~~	~~Conroy~~	~~CM, Parks~~	~~Work in Progress~~	~~ongoing~~
~~Playground - Kiwanis Kiddie Park~~	~~7/13/2015~~	~~Meyer~~	~~CM, Parks~~	~~Wood Fiber complete, city to repair turf around edges~~	~~ongoing~~
~~Outside City Limits Properties~~	~~8/13/2012~~	~~Zahrbock~~	~~CM, Attorney~~	~~Letter sent and responded from LqP Env.~~	~~ongoing~~
~~Downtown Disctric Maintenance Fund~~	~~11/23/2015~~	~~Zahrbock~~	~~CM~~	~~Dismissed~~	~~ongoing~~
~~Sump Pumps~~	~~8/22/2016~~	~~Thole~~	~~CM,PW~~	~~Ordiance approved and notices mailed to homes~~	~~ongoing~~
~~Grand Theatre - Seat Project~~	~~5/11/2015~~	~~Meyer~~	~~CM~~	~~City will be fiscal agent and deliver acknowledgments for d~~	~~ongoing~~
~~Outside City Limits Properties~~	~~8/8/2016~~	~~Zahrbock~~	~~CM, Attorney~~	~~City Attorney to address with County Board~~	~~ongoing~~
~~Tree Trimming~~	~~9/26/2016~~	~~Meyer~~	~~CM, PW~~	~~obstructed sidewalks/streets documented and assigned~~	~~ongoing~~
Broadband Exploration	4/20/2017	Meyer	CM,committee	Revisit June 2018	ongoing
Hazardous Houses	4/20/2017	Thole	CM, Attorney	Performed 2017 annual inspection letters issued.	ongoing
City Garage	4/20/2017	Thole, Fernho	CM	Concrete Poor condition/doors and roof leaks/extensive repairs needed	ongoing
Storm Pond East Highway 40	8/10/2015	Zahrbock	CM, Engineer	Inlet side has been cleaned by City Crew	ongoing
Downtown Renovation Fund	9/22/2014	Meyer	CM,	Small Cities Development Grant	ongoing
Downtown Open Space	10/27/2014	Conroy	CM Parks Board	Trees, grass, For Sale Sign advertising MEDA contact	ongoing
Hwy 40 Curbing - ask MNDoT to repair	5/11/2015	Zahrbock	CM, Engineer	Revisted with MNDOT - 11/20/2017	ongoing
Prairie Arts Center	2/8/2016	Thole	CM	Estimates received/grant application 1/31/2018	ongoing
Daycare Shortage	5/8/2017	EDA	CM, Zahrbock	Draft Completed - Conferenc call 1/22/18	ongoing
City Hall Restoration and Maintenance	6/1/2017	Council	CM, BM	Grant Awarded for Design Documents	ongoing
Public Restrooms	5/8/2017	EDA	CM, Meyer	Committee formed/meeting end of January 2018	ongoing
LqP Players Agreement	9/25/2017	Meyer	KW	Included in Grant agreement	ongoing
Recreation Facility	5/2/2017	EDA	CM, Conroy	Facility Tours 1/17/18 - Schedule meeting w/S.E.H	ongoing

MANAGEMENT AND BUDGET

Date: November 16, 2017

To: Val Halvorson, City Manager
City of Madison

From: Cyndee Gmach, Pay Equity Coordinator

Re: Preliminary Review of Pay Equity Report

THIS IS NOT A COMPLIANCE NOTICE

We have completed a preliminary review of the Compliance Report you forwarded for the City's 2018 Pay Equity Report (Case ID 1, 2018 Data, Private Status), and found the report would be in compliance .

The Statistical Analysis Test was used to evaluate the report because the jurisdiction had more than three male classes and an underpayment ratio of zero or greater than 80%. Passing results were 171.43%.

The City would pass the Salary Range Test as the score was 0% or greater than or equal to 80%. Actual results were 100%.

The City would also pass the Exceptional Service Pay Test because the score was 0% or greater than or equal to 80%. Actual results were 0%.

Additional information regarding the tests can be found in our *Guide to Understanding Pay Equity Compliance*.

If you have any questions or require assistance, please contact me.

Sincerely,

Cyndee Gmach
Pay Equity Coordinator
pay.equity@state.mn.us
651-259-3623

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155
Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: 1-800-627-3529
An Equal Opportunity Employer

Compliance Report

Jurisdiction:	Madison 404 Sixth Avenue	Report Year:	2018
		Case:	1 - 2018 DATA (Private (Jur Only))
	Madison MN 56256		

Contact: Valerie Halvorson Phone: (320) 598-7373 E-Mail: madison@ci.madison.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	7	6	0	13
# Employees	7	6	0	13
Avg. Max Monthly Pay per employee	4,681.86	4,221.67		4,469.46

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 171.43 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	3	4
b. # Below Predicted Pay	4	2
c. TOTAL	7	6
d. % Below Predicted Pay (b divided by c = d)	57.14	33.33

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 11	Value of T = -0.109

a. Avg. diff. in pay from predicted pay for male jobs = $1

b. Avg. diff. in pay from predicted pay for female jobs = $9

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 10.00

B. Avg. # of years to max salary for female jobs = 10.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP 0.00 *

B. % of female classes receiving ESP 0.00

*(If 20% or less, test result will be 0.00)

Madison
LGID 706

Job Class Data Entry Verification List

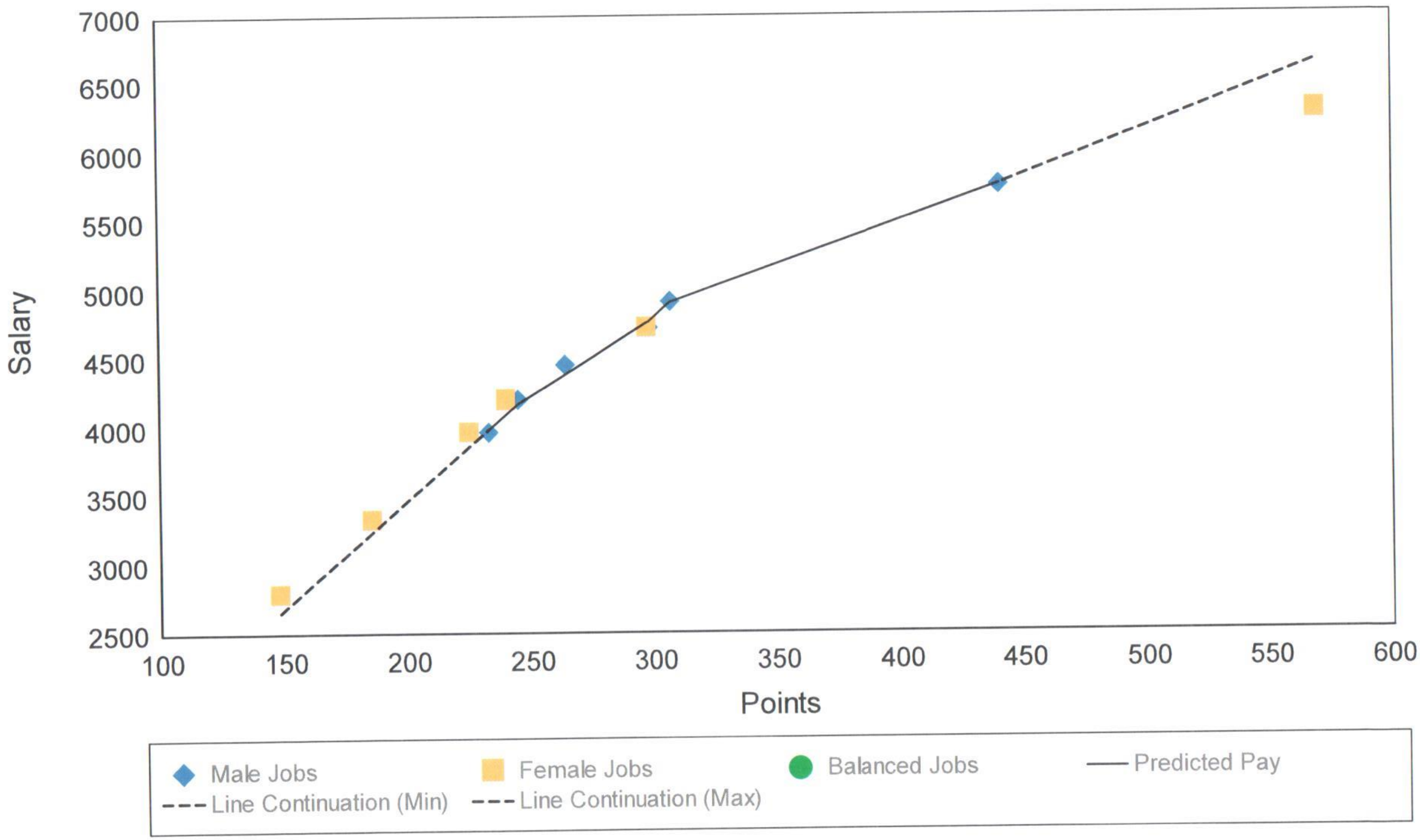
Case: 2018 DATA

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Liquor Store Clerk/Cashier	0	1	F	148	$2,000.00	$2,799.00	10.00	0.00	
2	Deputy City Clerk	0	1	F	185	$2,470.00	$3,334.00	10.00	0.00	
4	Water Plant Operator	0	1	F	225	$2,941.00	$3,971.00	10.00	0.00	
3	Heavy Equipment Operato	1	0	M	233	$2,941.00	$3,971.00	10.00	0.00	
9	Deputy City Clerk-Treasure	0	1	F	240	$3,118.00	$4,209.00	10.00	0.00	
6	Water/Wastewater Plant S	1	0	M	245	$3,118.00	$4,209.00	10.00	0.00	
10	Liquor Store Manager	1	0	M	264	$3,305.00	$4,462.00	10.00	0.00	
5	Street Maintenance Super	1	0	M	297	$3,503.00	$4,729.00	10.00	0.00	
11	City Clerk	0	1	F	297	$3,503.00	$4,729.00	10.00	0.00	
7	Water Plant Supervisor	1	0	M	298	$3,503.00	$4,729.00	10.00	0.00	
8	Journeyman Lineman	1	0	M	307	$3,726.00	$4,919.00	10.00	0.00	
12	Line Supervisor	1	0	M	441	$4,359.00	$5,754.00	10.00	0.00	
13	City Manager	0	1	F	569	$4,763.00	$6,288.00	10.00	0.00	

Job Number Count: 13

Predicted Pay Report for Madison

Case : 2018 DATA



Predicted Pay Report for Madison
Case : 2018 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Liquor Store Clerk/Cashier	0	1	1	Female	148	$2,799.00	$2,662.73	$136.27
2	Deputy City Clerk	0	1	1	Female	185	$3,334.00	$3,240.35	$93.65
4	Water Plant Operator	0	1	1	Female	225	$3,971.00	$3,864.98	$106.02
3	Heavy Equipment Operator	1	0	1	Male	233	$3,971.00	$3,990.23	($19.23)
9	Deputy City Clerk-Treasurer	0	1	1	Female	240	$4,209.00	$4,099.38	$109.62
6	Water/Wastewater Plant Senior	1	0	1	Male	245	$4,209.00	$4,177.62	$31.38
10	Liquor Store Manager	1	0	1	Male	264	$4,462.00	$4,382.50	$79.50
5	Street Maintenance Supervisor	1	0	1	Male	297	$4,729.00	$4,762.72	($33.72)
11	City Clerk	0	1	1	Female	297	$4,729.00	$4,762.72	($33.72)
7	Water Plant Supervisor	1	0	1	Male	298	$4,729.00	$4,772.24	($43.24)
8	Journeyman Lineman	1	0	1	Male	307	$4,919.00	$4,917.98	$1.02
12	Line Supervisor	1	0	1	Male	441	$5,754.00	$5,759.59	($5.59)
13	City Manager	0	1	1	Female	569	$6,288.00	$6,643.53	($355.53)

Job Number Count: 13

Minnesota Pay Equity Management System - Madison(18-No Submission)

Home Utilities Go To Log Out

Pay Equity Implementation Form

Information entered on this page is not submitted until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

Part A: Jurisdiction Identification

Jurisdiction: Madison
404 Sixth Avenue
Madison

Jurisdiction Type: CITY - City

Contact:

Name	Title	Phone	Email
Valerie Halvorson	City Manager	320-598-7373	madison@ci.madison.mn.us

---

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.
The system used was:
Consultant's System (specify)

Describe:(*less than 240 characters)

Point factor job evaluation System. Factors included Qualifications, Decisions, Problem Solving, Relationships, Physical and Mental Effort, Environment, and Hazards. Each factor has points associated and the

2. Health Insurance benefits for male and female classes of comparable value have been

3. An official notice has been posted at:
City Hall
(prominent location) (*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:
Madison City Council
(governing body) (*less than 60 characters)
Greg Thole
(chief elected official)(*less than 60 characters)
Mayor

evaluated and

There is no difference and female classes are not at a disadvantage.

(title) (*less than 60 characters)

☐ Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Part C: Total Payroll

is the annual payroll for the calendar year just ended December 31.

Save Changes Sign & Submit Return to Test Results

We have worked to ensure this product is accessible and compliant with the standard WCAG 2.0 level AA. We have tested accessibility using the JAWS software from Freedom Scientific. We found it to work correctly for us. If you find errors in accessibility, please let us know at pay.equity@state.mn.us so that we can follow up. Thank you.

CITY OF MADISON, MINNESOTA
RESOLUTION 18-14

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

RESOLUTION ESTABLISHING A FEE SCHEDULE PURSUANT TO §34.01 OF THE MADISON CODE OF ORDINANCES FOR THE YEAR 2018

WHEREAS, the City Council is interested in establishing a fee schedule pursuant to §34.01 of the Madison City Code of Ordinances for the year 2018, effective January 22, 2018.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, LAC QUI PARLE COUNTY, MINNESOTA that the following fee schedule for the year 2017 be adopted pursuant to §34.01 of the Madison City Code of Ordinances.

		Fee
I.	LIQUOR LICENSES	
A.	RETAIL LIQUOR LICENSE	
	1. Investigation Fee (New Applicants)	100.00
	2. Initial License	500.00
	3. Annual Renewal	500.00
B.	WINE (RESTAURANT ONLY)	
	1. Investigation Fee (New Applicants)	100.00
	2. Initial License	100.00
	3. Annual Renewal	100.00
C.	TEMPORARY (1 or 3-day)	
	1. On Sale Liquor	50.00
	2. On Sale Beer	50.00
D.	ON-SALE BEER (3.2 or STRONG BEER)	
	1. Investigation Fee (New Applicants)	100.00
	2. Initial License	100.00
	3. Annual Renewal	50.00
E.	SPECIAL CLUB	
	1. Investigation Fee (New Applicants)	100.00
	2. Initial License	100.00
	3. Annual Renewal	100.00
F.	SET-UP	
	1. Investigation Fee (New Applicants)	100.00
	2. Initial License	100.00
	3. Annual Renewal	50.00

G.	OFF-SALE BEER		
	1.	Investigation Fee (New Applicants)	100.00
	2.	Initial License	100.00
	3.	Annual Renewal	50.00

II.	GAMES OF SKILL	
	Pool Tables/Pinball/Video Games/Bingo	15.00
III.	OTHER	
	Special Use Permit	15.00
IV.	TATOO AND BODY PIERCING SERVICES	
	Initial Application	250.00
	Initial Investigation	100.00
	Annual Renewal	100.00
V.	ZONING PERMITS	
	Value $20,000 or Less	25.00
	Value Over $20,000	50.00
	Petition to Subdivide Plats:	
	Less than 5 Lots	50.00
	5-10 Lots	75.00
	More than 10 Lots	100.00
	Variance Application	100.00
	Conditional Use Permit	100.00
	Special Permit	100.00
	Rezoning Request	100.00
	Code Amendment	375.00
	Street/Alley Vacation	75.00
	Annexation Request	250.00 (plus State of MN fees)
VI.	DOGS & CHICKENS	
	Dog License -Neutered Male and Spayed Female (Calendar Year)	N/C
	Dog License - Unspayed Female & Unneutered Male (Calendar Year)	N/C
	Chicken Permit – Initial Application	50.00
	Chicken Permit – Renewal Application	25.00
VII.	UTILITY & SERVICE CHARGES	
	Street Digging Permit	100.00*
		*Plus Any Extra Costs for Street Repair
	Water & Sewer Connection - Simultaneous	100.00

Equipment Rent (Per Hour) – *Does not include labor unless specified

Mowing includes *Labor	(minimum charge)	60.00
Snow Shoveling includes *Labor	(minimum charge)	60.00
Sweeper		50.00
Loader/Blower		100.00
Truck		40.00
Tractor Mower		50.00
Grader		60.00
Cat Loader		75.00
Aerial Truck		75.00
Sewer Machine		50.00
*Labor of City Employee operating equipment – per employee per hour		20.00

Labor & Materials/Supplies (Per hour or quantity)

Labor (Per Hour)	(minimum charge)	50.00
Gravel (Per Yard)		8.00
Water (Per 100 Gallons - Hard)		0.25
Water (Per 100 Gallons - Processed)		1.00
Reclaimed Granite (Per Yard)		15.00
Reclaimed Pea Rock (Per Yard)		4.00
Salt & Sand (Per Yard)		12.00
Vehicle storage fee (Wastewater Plant)		10.00/day

VIII. ADMINISTRATIVE CHARGES

Maps	5.00
Copies (Per Page)	0.25
Fax Machine (Per Page)	1.50
Service Charge - Returned Checks	25.00
Assessment Search Fee	10.00
Copies of Audit Report (postage additional)	10.00
Peddler/Transient Merchant Permit	15.00

IX. CITY HALL FACILITIES

Madison Room	Basic Charge	25.00
	w/Set Up	35.00
Auditorium	Basic Charge	35.00
	w/Set Up	45.00
Basement	Basic Charge	35.00
	w/Set Up	45.00
	w/Kitchen	45.00

X. RECREATIONAL

Jacobson Park Wayside Rest (“rest area”)	0.00
Recreation Field	
Damage Deposit	100.00
ATV Permit (per lifetime of vehicle)	25.00
Golf Cart Permit (per lifetime of vehicle)	25.00
Picnic Tables – rentals for non-city facilities (per table per day)	10.00

Memorial Bench	1,000.00
Memorial Bench Concrete Slab	100.00

XI. ELECTIONS

Filing Fee	2.00
	*If petition filed, no charge

XII. CODE ENFORCEMENT

Parking Tickets	50.00
Snow Removal Violation	50.00
Dog Pound Boarding Fee	20.00/day
Vehicle storage fee (impoundment)	10.00/day
Sanitary Discharge exception Permit (November 15 – April 15)	N/C
Sanitary Discharge fine	50.00

XIII. SWIMMING POOL

General Admission	3.00-3.50
Season Pass - individual	75.00
Season Pass - family	125.00
Lessons (depends on swimmers level)	25.00-30.00
Private Lessons	50.00
Pool Rental	200.00

XIV. AMBULANCE DEPARTMENT

Rates	Rate
Base Fee	850.00
Mileage per loaded mile	16.00
Helicopter Assist	100.00
Transport Flight Crew to Airport	850.00
Lift Assist	100.00
Standby	
Races (Per Hour)	50.00
School Events (Per Hour)	50.00
Hospital (Per Hour)	50.00

Medications	
IV Start Kit	100.00
Narcan	75.00
Epi-Pen	350.00
Epi-Pen JR	300.00
Glucose	10.00
Glucagon	325.00
Albuterol Inhaler	50.00
Albuterol Nebulizer	25.00
Nitroglycerin	10.00
Aspirin	5.00

Services	
Lucas Compression Device	50.00
Res Q Pod	125.00
Ambu Bag	35.00
CPR Mask	15.00
Oral or Nasal Airway	10.00
Defib Pads (Heart Start)	75.00
Defib Pads (Zoll)	125.00
Suction	30.00
Combi-Tube/King Airway	75.00
12 Lead EKG	50.00
4 Lead EKG	20.00
C-Collar	25.00
Back Board	20.00
KED Board	20.00
Stair Chair	20.00
Body Splint	20.00
Pro Splint	10.00
Blood Sugar Test	25.00
Burn Sheet	20.00
OB Kit	40.00
Cold Pack	5.00
Sterile Water	5.00
Dressings/Bandages	5.00
Coban Wrap	8.00

XV. PRAIRIE ARTS CENTER

Facility Rental	
(Weekly)	120.00
(Daily)	40.00

XVI. MILEAGE

Rate Reimbursement per mile (As established by resolution/ordinance)	IRS Rate

XVII. FIRE DEPARTMENT

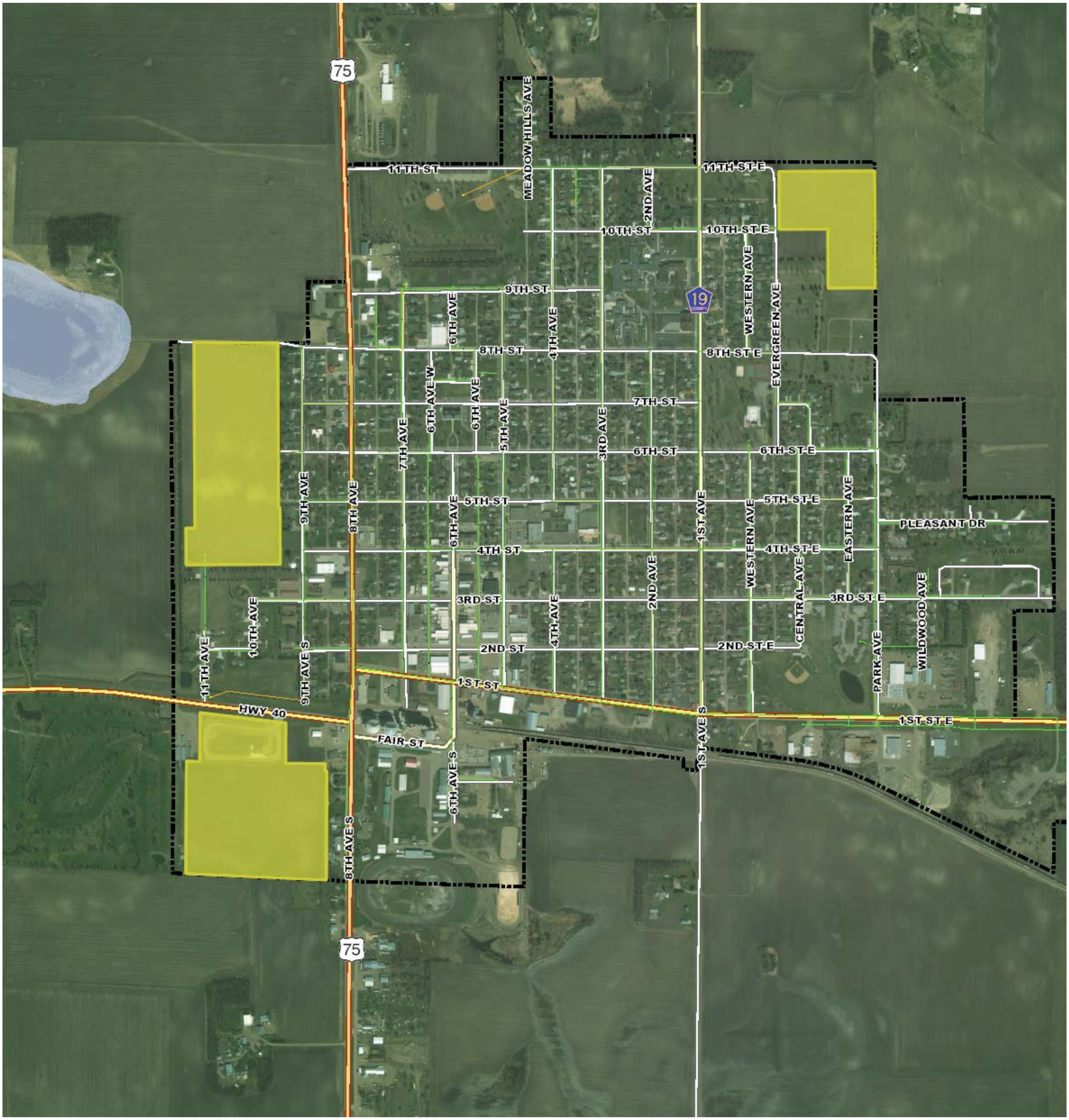
First Hour	1000.00
Every Additional Hour	150.00
Materials	Determined as needed
Standby	
Races (Per Hour)	40.00

Upon the vote taken thereon, the following voted:

For:
Against:
Absent:

Whereupon said Resolution No. 18-14 was declared duly passed and adopted this 22nd day of January, 2018.

______________________________	Attest: ______________________________
Greg Thole	Kathleen Weber
Mayor	City Clerk



0 1,439 Feet

BOLTON & MENK

Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Madison is not responsible for any inaccuracies herein contained.

CITY OF MADISON

RELEVANT LINKS:

C. Sale of tax-forfeited lands

Minn. Stat. § 282.08.

The responsibility for handling and collecting tax delinquencies rests with county and state officials. When the state rents or sells tax-forfeited lands in tax forfeiture proceedings, the state divides the net proceeds according to law. Generally, the portion of the remainder required to pay for any special assessment chargeable against the parcel for drainage or other purpose whether due or deferred at the time of forfeiture, must be apportioned to the governmental subdivision entitled to it. Cities also have authority to reassess canceled special assessments when land returns to private ownership.

Minn. Stat. § 444.076.
LMC information memo, *Special Assessment Toolkit*.

The city must use the proceeds of this remittance for the retirement of indebtedness existing at the time the city receives it. Any remaining money should go in the general fund.

XI. Tax differential treatment

A. Urban and rural service districts

Minn. Stat. § 272.67.

All cities (other than those in Hennepin and Ramsey counties) may divide their respective areas into urban service districts and rural service districts, which then constitute separate taxing districts for the purpose of city property taxes (except those the city levies for the payment of bonds and judgments and interest on them). Both types of service districts are created by ordinance.

The rural service district may include either platted or unplatted lands that, in the judgment of the governing body, are rural in character; not developed for commercial, industrial, or urban residential purposes and, therefore, do not benefit to the same degree as other lands from the city services financed by general taxation.

If the city includes platted lands in a rural district, it must transfer them to the urban district when it provides basic services such as water, sewer, or streets. The city must annually review the status of these lands and the appropriateness of the tax ratio. Rural service districts within a city do not need to be contiguous. Cities may designate lands outside its borders to become part of the rural service district upon annexation to the city. Urban service districts within cities include all lands not in the rural service district.

The ordinance that designates the districts must designate the approximate ratio of the level of city service to the rural land with the level of service to the urban land.

RELEVANT LINKS:

The county auditor will use that ratio in spreading city taxes (exclusive of those the city levies for the payment of bonds and judgments and interest on them). The county auditor then allocates these city taxes to the respective districts in amounts proportionate to the current benefit ratio between the full and true values of all taxable property within the districts.

The council may amend the ordinance designating the respective districts to change the benefit ratio at any time. It may remove land from the rural service district at any time. However, if any building is constructed or improvement is made to a parcel of property in the rural district or if such a parcel is platted, the board or officer approving the plat or building permit must report this fact to the council, which must then transfer the parcel from the rural district to the urban district.

B. Agricultural property tax differential

Minnesota Department of Revenue: Green Acres (Minnesota Agricultural Property Tax Law): Property Tax Fact Sheet 5 (Feb. 2016). Minn. Stat. § 273.111.

All county assessors must implement the agricultural property tax differential, commonly known as the "Green Acres" program. Under this program, state law entitles real estate to certain tax advantages if it is actively and exclusively devoted to agricultural use (or other specific qualifying uses).

The property owner makes application to the local assessor annually for the tax deferment. Once the owner makes proper application, the assessor must value the property with reference to its value for agricultural purposes and with reference to its value for non-agricultural purposes. If the land qualifies, it is taxed on its agricultural value, and all special assessments for local improvements are deferred.

When the owner sells the land or it ceases to qualify, the difference in taxes for the last three years and all deferred special assessments are due. Councils should require the city assessor (or ask the county assessor) to bring applications for tax deferment to their attention immediately.

Minn. Stat. § 273.13, subd. 23.

Currently, property classified as rural vacant land and property enrolled in the conservation reserve program (CRP), conservation reserve enhancement program (CREP), reinvest in Minnesota (RIM), and similar programs is not eligible to participate in the Green Acres program. Effective with taxes payable in 2019, this type of property will be eligible to participate in the Green Acres program.

Minn. Stat. § 273.112.

A similar provision exists for privately-owned recreational open space (golf and skiing establishments) of five acres or more. However, there is no deferment of special assessments. When the owner sells the land or it ceases to qualify, the taxes for the last seven years are due.

MARK YOUR CALENDAR AND PLAN TO ATTEND!!

TUESDAY, JANUARY 23, 2018

2 SESSIONS: 9:00 AM OR 10:30 AM

Your Benefits with PERA

Join us as we explore how PERA is funded and the various types of benefits we provide for our members. We will look at how your benefits are calculated and the various options available to you at retirement.

We will also explain how to apply for benefits, and the services PERA has available at our member programs and online, including your personal portal at MY PERA.

WHO:

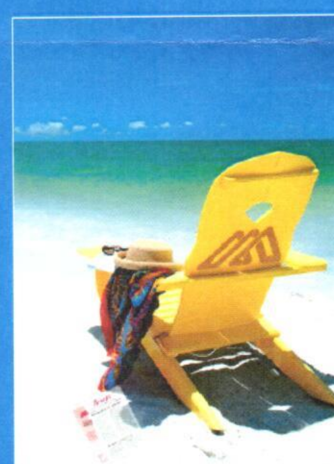
Madison City and
Lac qui Parle County Employees

WHEN:

Tue, Jan 23, 2018
9:00 am or 10:30 am

WHERE:

City Council Auditorium
2nd Floor
404 6th Ave.
Madison, MN



Mediacom

Bruce Gluckman
Deputy General Counsel

April 9, 2015

Mayor Greg Thole
City of Madison
404 6th Avenue
Madison, MN 56256

CERTIFIED MAIL

Dear Mayor Thole:

Our records indicate that Mediacom's cable franchise with the City of Madison is scheduled to expire on February 13, 2018. Mediacom wishes to continue to provide service to the City for an additional renewal term and is, by this letter, informing you of our intention to seek renewal of the franchise.

Title VI of the Communications Act of 1934, as amended ("Communications Act"), establishes formal cable franchise renewal procedures to be invoked 30-36 months prior to expiration. Accordingly, as provided for by Section 626(a) of the Communications Act, we hereby request the City to commence a renewal proceeding set forth in Section 626 subsections (b) through (g). A copy of Section 626 of the Communications Act is attached for your use.

The Communications Act also allows for reaching a mutually beneficial agreement for franchise renewal through informal negotiation if both parties wish to undertake these discussions. Mediacom is ready at any time to discuss the terms of renewal with you on an informal basis and I have enclosed a copy of Mediacom's standard franchise agreement containing Mediacom's informal proposal pursuant to the Communications Act for your convenience. Mediacom believes such negotiations would be successful and cost-effective, avoiding the more involved formal procedures. Of course, if we agree to a temporary delay of the formal procedures in order to explore informal negotiations, both parties will retain their rights to proceed with formal renewal proceedings at any time upon written notice to the other party.

Mediacom is proud to serve the City, and looks forward to working with you on this renewal. If you have any questions, you may contact Theresa Sunde, Government Relations Manager, at (507) 837-4878 or tsunde@mediacomcc.com.

Sincerely,

Bruce Gluckman

Bruce Gluckman

cc: Theresa Sunde

Enclosures

Mediacom Communications Corporation
One Mediacom Way • Mediacom Park, NY 10918 • 845-443-2650•Fax 845-698-4570

TABLE OF CONTENTS

ORDINANCE NO. 314

AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM MINNESOTA, LLC. TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF MADISON, MINNESOTA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of the City of Madison, Minnesota ordains:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the further development and continued operation of a Cable System. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City and its residents.

FINDINGS

In the review of the request and proposal for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

2. Grantee's plans for constructing, upgrading, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;

3. The Franchise granted to Grantee by the City complies with the existing applicable Minnesota Statutes, federal laws and regulations; and

4. The Franchise granted to Grantee is nonexclusive.

SECTION 1
SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

    a. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7).

    b. "City" means the City of Madison, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.

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

    d. "Cable Programming Service" means any video programming provided over a cable system, regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:

        (1) Video programming carried on the Basic Service Tier;
        (2) Video programming offered on a pay-per-channel or pay-per-program basis; or
        (3) A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service: consists of commonly-identified video programming; and is not bundled with any regulated tier of service.

    Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(l)(2) (1993) and 47 C.F.R. 76.901(b) (1993).

    e. "Cable Service" or "Service" means the one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

f. "Cable Television System" or "System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

1. A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

2. A facility that serves subscribers without using the public rights-of-way.

3. A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201-206 except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541) to the extent such facility is used in the transmission of video programming directly to subscribers; unless the extent of such use is solely to provide interactive on-demand services.

4. An open video system that complies the Section 653 of the Cable Act; or

5. Any facilities of any electrical utility used solely for operating its electrical utility system.

g. "Class IV Cable Channel" means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.

h. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

i. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

j. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

k. "Franchise" means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546) issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system.

l. "Grantee" is Mediacom Minnesota, LLC., its lawful successors, transferees or assignees.

m. "Gross Revenue" means all revenue received directly or indirectly by the Grantee, its affiliates, subsidiaries, parent, or person in which Grantee has financial interest of five percent (5%) or more, from the operation of its System within City including, but not limited to, all Basic Cable Service, Cable Programming Services and Pay Television fees, Franchise Fees, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, Converter rental fees, and Lockout Device fees but only to the extent such revenue has not already been included in a franchise fee computation. The term Gross Revenues shall not include any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit. Gross Revenues shall not include revenues received from Internet services.

n. "Installation" means the connection of the System from feeder cable to the point of connection including standard installations and custom installations.

o. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communication System.

p. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

q. "Normal Operating Conditions" means those service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

r. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

s. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

t. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.

u. "<u>Standard Installation</u>" means any residential installation which can be completed using a Drop of 150 feet or less.

v. "<u>Subscriber</u>" means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

SECTION 2
GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. <u>Franchise Required</u>. It shall be unlawful for any Person to construct, operate or maintain a Cable Communications System in City unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid Franchise Ordinance. It shall also be unlawful for any Person to provide Cable Television Service in City unless such Person shall have first obtained and shall currently hold a valid Franchise Ordinance. All Cable Communications Franchises granted by City shall contain the same substantive terms and conditions.

2. <u>Grant of Franchise</u>. This Franchise is granted pursuant to the terms and conditions contained herein. Grantee shall comply with all provisions of its Proposal, which is expressly incorporated herein by reference. Failure of Grantee to provide a System as described in its Proposal, or meet obligations and comply with all provisions therein, shall be deemed a violation of this Franchise.

3. <u>Grant of Nonexclusive Authority</u>.

    a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service and data service, including Internet access and related services. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below facilities available to Grantee to the extent it is technically and economically feasible to do so.

    b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.

    c. This Franchise shall be nonexclusive, and City reserves the right to grant a use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service. The terms and conditions of any such grant of use of the Rights-of-Way shall be, when taken as a whole and taking into account the planned usage of the Rights-of-Way, no less burdensome or more beneficial than those imposed upon Grantee pursuant to this Franchise.

4. Lease or Assignment Prohibited. Except for commercial leased access as required by federal law, no Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 9.5. Subject to restrictions on transfer and change of control in Section 9.5, Grantee may lease capacity on its Cable System for non-cable services, including, without limitation, private network services for business customers.

5. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided.

6. Previous Franchises. Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous Ordinance granting a Franchise to Grantee.

7. Compliance with Applicable Laws, Resolutions and Ordinances. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of City. In the event any City ordinance or regulation which addresses usage of the Rights-of Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 3 of this Franchise, Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of Way users.

8. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction.

9. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted provided, however, that Grantee shall not be required to extend service beyond its

present System boundaries unless there is a density equivalent of 30 homes per cable mile. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas.

10. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:	Mayor City of Madison 404 6th Avenue Madison, MN 56256-1275
If to Grantee:	Mediacom Minnesota LLC Government Relations Manager P.O. Box 178 Yankton, SD 57078-0178
With Copies to:	Mediacom Communications Corporation 100 Crystal Run Road Middletown, New York 10941 Attn. Legal Department

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

11. Subscriber Network Drops to Designated Building. Grantee shall provide, free of charge, Installation of one (1) subscriber network Drop, one (1) cable outlet, one (1) Converter, if necessary, and Basic Cable Service without charge to the institutions identified on Exhibit A attached hereto and made a part hereof, and such other public or educational institutions subsequently designated by City which is located one hundred-fifty (150) feet or less from the existing Subscriber network. Any such institution located more than one hundred-fifty (150) feet shall be connected if such institution agrees to reimburse Grantee for Grantee's actual costs in excess of the one hundred-fifty (150) foot installation actual costs.

Additional subscriber network Drops and/or outlets in any of the locations identified on Exhibit A will be installed by Grantee at the cost of Grantee's time and material. Alternatively, said institution may add outlets at its own expense, as long as such Installation meets Grantee's standards. Grantee shall have three (3) months from the date of City designation of additional institution(s) to complete construction of the Drop and outlet unless weather or other conditions beyond the control of Grantee requires more time.

SECTION 3
CONSTRUCTION STANDARDS

1. Registration, Permits and Construction Codes.

   a. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

   b. Failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise, or any lesser sanctions provided herein or in any other applicable law.

2. Repair of Rights-of-Way and Property. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work, as determined by City in the case of Streets and other public property, which approval shall not be unreasonably withheld. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration.

3. Conditions on Right-of-Way Use.

   a. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

   b. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.

   c. If at any time during the period of this Franchise City shall elect to alter or change the grade or location of any Right-of-Way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the reasonable and lawful standards and specifications of City.

d. The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all reasonable and lawful requirements of City.

e. The Grantee shall, upon request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance written notice to arrange for such temporary changes.

f. The Grantee shall have the authority to trim any trees upon and overhanging the Rights-of-Way of City so as to prevent the branches of such trees from coming in contact with the wires and cables or other facilities of the Grantee.

g. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

4. Undergrounding of Cable.

a. Unless otherwise required by action of City Council, Grantee must place newly constructed facilities underground in areas of City where all other utility lines are placed underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe, all pursuant to plans submitted with Grantee's permit application(s) and approved by City.

b. In any area of City where there are certain cables, wires and other like facilities of a public utility or public utility district underground and at least one operable cable, wire or like facility of a public utility or public utility district suspended above the ground from poles Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.

c. Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by City or new developments.

5. Installation of Facilities. No poles, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee without required permit of City.

6. Safety Requirements.

a. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.

b. The Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.

c. All Cable System structures, lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4.
DESIGN PROVISIONS

1. System Design.

a. Grantee shall develop, construct and operate a System providing a minimum capacity of 110 channels.

b. The System may utilize a hybrid fiber-coaxial architecture. In addition, the System will be designed with the capability to transmit return signals upstream.

c. Grantee may develop, construct and operate a System capable of providing non-video services such as high-speed data transmission, Internet access, and other competitive services.

d. All final programming decisions remain the discretion of Grantee in accordance with the Proposal, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545. Location and relocation of the PEG Channels shall be governed by Section 6, 1. (c).

2. Interruption of Service. The Grantee shall interrupt service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System.

3. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or

modified from time to time, which regulations are expressly incorporated herein by reference.

4. Special Testing.

   a. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

   b. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at by a qualified engineer selected by City and Grantee, and Grantee shall cooperate in such testing. If, the results of such testing indicate non compliance with FCC regulations, cost of such testing shall be made at Grantee's expense.

5. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.

6. Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

7. Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION 5.
SERVICE PROVISIONS

1. Regulation of Service Rates.

   a. The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s). City reserves the right to regulate rates for any future services to the extent permitted by law.

b. Grantee shall give City and Subscribers written notice of any change in a rate or charge at least thirty (30) days prior to the effective date of the change in accordance with 47 CFR 76.964. Grantee shall not be required to provide advance notice for changes relating to franchise fees, access charges or any franchise related costs consistent with federal law. Bills must be clear, concise, and understandable, with itemization of all charges.

2. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

3. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation.

4. Subscriber Inquiry and Complaint Procedures.

a. Grantee shall have a publicly listed toll-free telephone number which shall be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week. During Normal Business Hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries.

b. Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the FCC and City where applicable and lawful. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time. Grantee shall respond to written complaints with copy to City or its designee within thirty (30) days.

c. Subject to Grantee's obligations pursuant to law regarding privacy of certain information, Grantee shall prepare and maintain written records of all complaints received from City and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide City with a written summary of such complaints and their resolution upon request of City. As to Subscriber complaints, Grantee shall comply with FCC record-keeping regulations, and make the results of such record-keeping available to City upon request.

d. Subscriber requests for repairs shall be performed to the extent possible within thirty-six (36) hours of the request unless conditions beyond the control of Grantee prevent such performance. Grantee may schedule appointments for Installations and other service call either at a specific time or, at a maximum, during a four hour time block during Normal Business Hours. Grantee may also schedule service calls outside Normal Business Hours for the convenience of customers. Grantee shall use its best efforts to not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the installer or technician is late and will not meet the specified appointment time, he/she must use his/her best efforts to contact the customer and reschedule the appointment at the sole convenience of the customer. Service call appointments must be met in a manner consistent with FCC standards.

5. Subscriber Contracts. Grantee shall file with City any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during normal business hours.

6. Refund Policy. In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing. In addition, in the event that an outage of service occurs for a total period of more than twenty four (24) hours, a Subscriber shall, upon request, be credited pro rata for such outage.

7. Late Fees. Grantee may access additional fees for late payment in accordance with Grantees standard late fee policy and applicable law, but in no case shall Grantee require payment of a late fee until thirty (30) days after the date of the invoice.

8. Subscriber credit for service interruptions. Upon the request of a Subscriber, Grantee shall provide a credit of one-thirtieth (1/30) of one month's fees for affected services for each 24-hour period service is interrupted for twenty-four (24) or more hours except in the case of a Cable System Upgrade.

SECTION 6.
ACCESS CHANNEL(S) PROVISIONS

1. Public, Educational and Government Access.

   a. City or its designee is hereby designated to operate, administer, promote, and manage access (public, education, and government programming) (hereinafter "PEG access") programming on the Cable System.

   b. Grantee shall dedicate 1 channel for PEG access and community programming use. All residential Subscribers who receive all or any part of the total services offered on the System shall be eligible to receive such channels at no additional charge. The channel shall be activated upon request of the City or its designee and thereafter maintained. City may rename, reprogram, or otherwise change the use of these channels in its sole discretion, provided such use is non-commercial, lawful, and retains the general purpose of the provision of community programming. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference. City shall provide ninety (90) days prior written notice to Grantee of City's intent to activate access channels.

2. Charges for Use. Channel time and playback of prerecorded programming on the PEG access and community program channel(s) must be provided without charge to City and the public.

3. Access Rules. City, or its designee, shall implement rules for use of any access channel(s).

4. Title to PEG Equipment. Grantor shall retain title to all PEG equipment and facilities purchased or otherwise acquired with funding made available by Grantee under this Franchise and any franchise, previously granted by the City.

5. State and Federal Law Compliance. Satisfaction of the requirements of this Section 6 satisfies any and all of Grantee's state and federal law requirements of Grantee with respect to PEG access.

6. Technical Assistance. Grantee shall at all times cooperate with City in providing technical assistance desired by City regarding PEG access programming.

SECTION 7.

OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City Manager or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.

2. Delegated-Authority. The City may appoint a citizen advisory body or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegates of City.

3. Franchise Fee.

   a. During the term of the Franchise, Grantee shall pay to City a Franchise Fee in an amount equal to five percent (5%) of its annual Gross Revenues.

b. Any payments due under this provision shall be payable annually. The payment shall be made within ninety (90) days of the end of each of Grantee's fiscal year together with a report showing the basis for the computation.

c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

4. Access to Records. The City shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records.

5. Reports to be Filed with City. Grantee shall file with the City, at the time or payment of the Franchise Fee, a report of all Gross Revenues in form and substance as required by City.

6. Periodic Evaluation.

a. The City may require evaluation sessions at any time during the term of this Franchise, upon thirty (30) days written notice to Grantee.

b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City deems relevant.

c. As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with city and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are both economically and technically feasible.

SECTION 8.
GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Performance Bond.

a. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to City in the amount of 10,000.00 in a form and with such sureties as reasonably acceptable to City. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations. In the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes, due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond.

b. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation or liability.

c. In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.

d. Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains after the expiration of the term of the Franchise or revocation for default thereof, provided City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.

e. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

2. <u>Indemnification of City</u>.

a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with Grantee's construction, operation, maintenance, repair or removal of the System or as to any other action of Grantee with respect to this Franchise.

b. Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise, except because of City's own programming.

c. Nothing in this Franchise relieves a Person, except City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

d. In order for City to assert is rights to be indemnified, defended, and held harmless, City must with respect to each claim:

(1) Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;

(2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

(3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

3. <u>Insurance</u>.

a. As a part of the indemnification provided in Section 8.2, but without limiting the foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected officials, boards, commissions, agents and employees.

b. The policies of insurance shall be in the sum of not less than $300,000.00 for personal injury or death of any one Person, and $1,000,000.00 for personal injury or death of two or more Persons in any one occurrence, $300,000.00 for property damage to any one person and $1,000,000.00 for property damage resulting from any one act or occurrence.

c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to City.

SECTION 9.
SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

   a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:

      i. Grantee has violated material provisions(s) of this Franchise; or

      ii. Grantee has attempted to evade any of the provisions of the Franchise; or

      iii. Grantee has practiced fraud or deceit upon City.

   b. City may revoke this Franchise without the hearing required by 9.2(b) herein if Grantee is adjudged a bankrupt.

2. Procedures for Revocation.

   a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required herein, City shall provide Grantee with the basis of the revocation.

   b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the sixty (60) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

   c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.

   d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.

   e. Upon satisfactory correction of the violation upon which said notice was given as determined in the City's sole discretion, the initial notice shall become void.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not

abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.

4. Removal After Abandonment, Termination or Forfeiture.

a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.

b. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within ninety (90) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee which includes the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness.

b. City shall have such time as is permitted by state and federal law in which to review a transfer request.

c. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.

d. In the event of any proposed sale, transfer, or assignment pursuant to subparagraph (a) or (b) of this Section, City shall have the right of first refusal of any bona fide offer to purchase the System. Bona fide offer, as used in this Section, means an offer received by the Grantee which it intends to accept subject to City's rights under this Section. This written offer must be conveyed to City along with the Grantee's written acceptance of the offer contingent upon the rights of City provided for in this Section.

e. City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:

   i. If City does not indicate to Grantee in writing, within thirty (30) days of receipt of written notice of a proposed sale, transfer, corporate change, its intention to exercise its right of purchase; or

   ii. It approves the assignment or sale of the Franchise as provided within this Section.

f. No Franchise may be transferred if the City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City.

SECTION 10.
PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and city laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy.

   a. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

   b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

c. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this Section.

SECTION 11.
UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive services of the System without Grantee's authorization.

2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.

3. Penalty. Any firm Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty Dollars ($20.00) and the costs of the action nor more than Five Hundred Dollars ($500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 12.
MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

2. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7.6 or at any other time if City and Grantee agree.

3. Compliance with Federal, State and Local Laws.

   a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and

City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

4. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

5. Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

6. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.

7. Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to any cause beyond its reasonable control, such inability to perform shall be deemed to be excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof.

SECTION 13.
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication, Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 14.2.

2. Acceptance.

   a. Grantee shall accept this Franchise within sixty (60) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

   b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.

   c. Grantee shall accept this Franchise in the following Manner:

      i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

      ii. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this 9th day of December, 2002

ATTEST:

By: Kathleen Weber

Its: City Clerk

CITY OF MADISON, MINNESOTA

By: [signature]

Its: Mayor

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

Dated: February 13, 2003

MEDIACOM MINNESOTA LLC

By: [signature]

Its: Vice President Legal & Regulatory Affairs

1st Reading October 28, 2002
2nd Reading December 9, 2002

EXHIBIT A

DESIGNATED BUILIDINGS FOR SUBSCRIBER NETWORK DROPS

1. City of Madison – Public Works Building, 616 8th Street, Madison MN 56256

2. City of Madison – Municipal Building, 404 6th Avenue, Madison MN 56256

3. City of Madison – Public Library, 401 6th Avenue, Madison MN 56256

4. City of Madison – Ambulance Building, 301 1st Street, Madison MN 56256

5. City of Madison – Fire Department Building, 106 7th Avenue, Madison, MN 56256

UP CK # 55856 - 55897

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				BANK 1 - KLEIN/UNITED PRAIRIE				
				100 A-OX WELDING SUPPLY COMPA				
00192323	1	1/18/18	1/18/18	AMB-MEDICAL CYL	42.85	201	201-44100-217	1
				INVOICE TOTAL	42.85			
				VENDOR TOTAL	42.85			
				3426 ADVANTAGE BILLING CONCEPTS				
1072	1	1/18/18	1/18/18	AMB-AMBULANCE BILLING	435.00	201	201-44100-320	1
				INVOICE TOTAL	435.00			
				VENDOR TOTAL	435.00			
				44 ALTEC INDUSTRIES INC				
50195649	1	1/18/18	1/18/18	ELEC-FILTER/INSPECTION	1,063.15	604	604-49570-404	1
				INVOICE TOTAL	1,063.15			
50195656	1	1/18/18	1/18/18	ELEC-INSPECTION	1,035.50	604	604-49570-404	1
				INVOICE TOTAL	1,035.50			
50197538	1	1/18/18	1/18/18	ELEC-BUCKET TRUCK/DIGGER TESTI	3,480.79	604	604-49570-404	1
				INVOICE TOTAL	3,480.79			
				VENDOR TOTAL	5,579.44			
				68 AMERICAN SOLUTIONS FOR BU				
3351960	1	1/18/18	1/18/18	ADM-UP CHECK BLANKS	306.82	101	101-41320-201	1
				INVOICE TOTAL	306.82			
				VENDOR TOTAL	306.82			
				75 AMERICAN WELDING & GAS				
011818	1	1/18/18	1/18/18	ELEC-REFILL FIRE EXT	102.00	604	604-49570-404	1
	2			WT-REFILL FIRE EXT	16.50	601	601-49400-404	1
	3			SEW-REFILL FIRE EXT	44.00	602	602-49450-404	1
	4			STR-REFILL FIRE EXT	104.45	101	101-43100-409	1
	5			STR-REFILL FIRE EXT	54.95	101	101-43100-409	1
	6			FIRE-REFILL FIRE EXT	88.00	101	101-42200-404	1
	7			CTY HALL-REFILL FIRE EXT	55.00	101	101-41940-409	1
	8			LIQ-REFILL FIRE EXT	16.50	609	609-49750-404	1
	9			PR ARTS-REFILL FIRE EXT	38.50	101	101-45180-404	1
	10			LIB-REFILL FIRE EXT	27.50	101	101-45500-404	1
	11			AMB-REFILL FIRE EXT	22.00	201	201-44100-404	1
	12			FIRE-REFILL FIRE EXT	3.64	101	101-42200-404	1
				INVOICE TOTAL	573.04			
05200614	1	1/18/18	1/18/18	FIRE-REFILL	242.50	101	101-42200-219	1
				INVOICE TOTAL	242.50			
				VENDOR TOTAL	815.54			
				110 ARCTIC GLACIER USA, INC				
011818	1	1/18/18	1/18/18	LIQ-ICE EXPENSE	41.17	609	609-49750-251	1
				INVOICE TOTAL	41.17			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	41.17			
				172 BELLBOY CORPORATION				
011818	1	1/18/18	1/18/18	LIQ-LIQUOR EXPENSE	1,984.92	609	609-49750-251	1
				INVOICE TOTAL	1,984.92			
				VENDOR TOTAL	1,984.92			
				2901 BENNETT OFFICE TECHNOLOGI				
011818	1	1/18/18	1/18/18	ADMIN-COPIER MAINT 12/17	313.14	101	101-41320-404	1
				INVOICE TOTAL	313.14			
				VENDOR TOTAL	313.14			
				190 BEVERAGE WHOLESALERS				
011818	1	1/18/18	1/18/18	LIQ-BEER EXPENSE	1,709.35	609	609-49750-251	1
				INVOICE TOTAL	1,709.35			
				VENDOR TOTAL	1,709.35			
				266 BOND TRUST SERVICES				
38692	1	1/18/18	1/18/18	2016 GO REF ST SEW PRIN	85,000.00	353	353-47000-601	1
	2			2016 GO REF ST SEW INT	13,491.56	353	353-47000-602	1
	3			2016 GO REF ST WT PRIN	20,000.00	353	353-47000-604	1
	4			2016 GO REF ST WT INT	3,164.69	353	353-47000-605	1
				INVOICE TOTAL	121,656.25			
				VENDOR TOTAL	121,656.25			
				480 CHAMBER OF COMMERCE				
011818A	1	1/18/18	1/18/18	LIQ-ANNUAL CHAMBER DUES	235.00	609	609-49750-433	1
				INVOICE TOTAL	235.00			
011818B	1	1/18/18	1/18/18	LIQ-SILVER DOLLAR DUES	156.00	609	609-49750-433	2
				INVOICE TOTAL	156.00			
				VENDOR TOTAL	391.00			
				510 CITY OF MADISON				
011818	1	1/18/18	1/18/18	UTIL INT REF-J JENNINGS	150.00	604	604-22000	1
	2			UTIL DEP REF-J JENNINGS	.40	604	604-49590-602	1
				INVOICE TOTAL	150.40			
				VENDOR TOTAL	150.40			
				3381 COCA-COLA BOTTLING				
011818	1	1/18/18	1/18/18	LIQ-POP EXPENSE	65.50	609	609-49750-251	1
				INVOICE TOTAL	65.50			
				VENDOR TOTAL	65.50			
				722 EMERGENCY MEDICAL SERVICE				
1251	1	1/18/18	1/18/18	AMB-MNSTAR FORMS	84.00	201	201-44100-217	1
				INVOICE TOTAL	84.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	84.00			
			810	G & K SERVICES				
6007151439	1	1/18/18	1/18/18	WT/STR-SHOPTOWELS/MAT	10.49	602	602-49450-219	1
	2			WT/STR-SHOPTOWELS/MAT	105.00	101	101-43100-209	1
				INVOICE TOTAL	115.49			
				VENDOR TOTAL	115.49			
			2112	GOPHER STATE ONE CALL				
7100537-IN	1	1/18/18	1/18/18	DIGGING CALLS	3.15	601	601-49400-409	1
	2			DIGGING CALLS	3.15	602	602-49450-409	1
	3			DIGGING CALLS	3.15	604	604-49570-409	1
				INVOICE TOTAL	9.45			
				VENDOR TOTAL	9.45			
			3244	VAL HALVORSON				
011818	1	1/18/18	1/18/18	EDA-MILEAGE-FACILITY SITE TOUR	125.90	211	211-46500-493	1
	2			EDA-FACILTY SITE TR MEAL REIMB	60.00	211	211-46500-493	1
				INVOICE TOTAL	185.90			
				VENDOR TOTAL	185.90			
			968	HAWKINS INC.				
4211256	1	1/18/18	1/18/18	WT-AQUAHAWK	1,320.98	601	601-49400-232	1
	2			WT-CHLORINE	163.95	601	601-49400-236	1
	3			WT-POLY PHOSATE	782.19	601	601-49400-234	1
	4			WT-POTASSIUM	1,338.58	601	601-49400-231	1
	5			WT-WT TREAT CHEMICALS	1,195.46	601	601-49400-230	1
				INVOICE TOTAL	4,801.16			
				VENDOR TOTAL	4,801.16			
			1160	JOHNSON BROS-ST.PAUL				
011818	1	1/18/18	1/18/18	LIQ-LIQUOR EXPENSE	2,066.08	609	609-49750-251	1
				INVOICE TOTAL	2,066.08			
				VENDOR TOTAL	2,066.08			
			1181	JUBILEE FOODS				
011818	1	1/18/18	1/18/18	LIB-QKTIE KIT	6.75	101	101-45500-401	1
	2			CTY HALL-GARBAGE BAGS	7.99	101	101-41940-219	1
	3			WT-PAPER TOWELS	17.98	601	601-49400-216	1
	4			CTY HALL-HAND SOAP	6.96	101	101-41940-219	1
	5			WT-PAPER TOWELS	12.99	601	601-49400-216	1
	6			CTY HALL-PAPER TOWELS/NAPKINS	9.45	101	101-41940-219	1
				INVOICE TOTAL	62.12			
				VENDOR TOTAL	62.12			
			3036	LQP BROADCASTING CO.				
011818	1	1/18/18	1/18/18	LIQ-ADVERTISING	440.60	609	609-49750-342	1
				INVOICE TOTAL	440.60			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	440.60			
				1326 LQP CO-OP OIL				
011818	1	1/18/18	1/18/18	AMB-FUEL EXPENSE	89.00	201	201-44100-212	1
				INVOICE TOTAL	89.00			
				VENDOR TOTAL	89.00			
				1340 LQP COUNTY TREASURER				
011818	1	1/18/18	1/18/18	SEW-TABS	16.00	602	602-49450-437	1
	2			WT-TABS	16.00	601	601-49400-437	1
	3			SEW-TABS	16.00	602	602-49450-437	1
	4			WT-TABS	8.00	601	601-49400-437	1
	5			SEW-TABS	8.00	602	602-49450-437	1
				INVOICE TOTAL	64.00			
				VENDOR TOTAL	64.00			
				1556 MADISON AMBULANCE SERVICE				
011818	1	1/18/18	1/18/18	AMB-MEAL REIMBURSEMENT	99.65	201	201-44100-332	1
				INVOICE TOTAL	99.65			
				VENDOR TOTAL	99.65			
				1560 MADISON BOTTLING CO.				
011818	1	1/18/18	1/18/18	LIQ-BEER EXPENSE	3,533.30	609	609-49750-251	1
				INVOICE TOTAL	3,533.30			
				VENDOR TOTAL	3,533.30			
				1623 MADISON WELDING & REPAIR				
33386/348	1	1/18/18	1/18/18	STR-CURB GUARD	125.32	101	101-43100-404	1
	2			STR-BOLTS/LOCKNUT	17.60	101	101-43100-221	1
				INVOICE TOTAL	142.92			
				VENDOR TOTAL	142.92			
				1530 MARTIN TRUCKING LLC				
011818	1	1/18/18	1/18/18	LIQ-SHIPPING EXPENSE	189.40	609	609-49750-258	1
				INVOICE TOTAL	189.40			
				VENDOR TOTAL	189.40			
				1706 MEDIACOM				
011818	1	1/18/18	1/18/18	ADMIN-DIGITAL ADAPTER	8.96	101	101-41320-321	1
				INVOICE TOTAL	8.96			
				VENDOR TOTAL	8.96			
				1960 MISSOURI RIVER ENERGY SER				
4437	1	1/18/18	1/18/18	ELEC-PARTIAL DISCHARGE TESTING	233.38	604	604-49570-404	1
				INVOICE TOTAL	233.38			
				VENDOR TOTAL	233.38			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				1900 MN MUNICIPAL UTIL. ASSN.				
50416	1	1/18/18	1/18/18	ELEC-2018 MEMBER DUES	2,912.00	604	604-49550-433	1
				INVOICE TOTAL	2,912.00			
				VENDOR TOTAL	2,912.00			
				3258 MN PUBLIC FACILITIES AUTH				
011818	1	1/18/18	1/18/18	SEW-GO SEW REV BD-INT	5,130.00	602	602-49470-602	1
				INVOICE TOTAL	5,130.00			
				VENDOR TOTAL	5,130.00			
				3236 MTECH SERV & REPAIR LLC				
821	1	1/18/18	1/18/18	STR-INSPECTIONS/VALVES	466.74	101	101-43100-404	1
				INVOICE TOTAL	466.74			
				VENDOR TOTAL	466.74			
				1541 MVTL LABORATORIES INC				
900038	1	1/18/18	1/18/18	SEW-REGULAR TESTING	111.20	602	602-49450-409	1
				INVOICE TOTAL	111.20			
900297	1	1/18/18	1/18/18	WT-REGULAR TESTING	21.50	601	601-49400-409	1
				INVOICE TOTAL	21.50			
				VENDOR TOTAL	132.70			
				2025 NALCO COMPANY				
66332305	1	1/18/18	1/18/18	WT-NALCLEAR	271.04	601	601-49400-233	1
				INVOICE TOTAL	271.04			
				VENDOR TOTAL	271.04			
				2074 NORTHLAND TRUST SERVICES,				
011818	1	1/18/18	1/18/18	EAST-BOND PRINCIPLE	75,000.00	614	614-46330-601	1
	2			EAST-BOND INT	4,712.50	614	614-46330-602	1
	3			EAST-BOND PAY AGENT FEE	495.00	614	614-46330-620	1
				INVOICE TOTAL	80,207.50			
				VENDOR TOTAL	80,207.50			
				2250 PITNEY BOWES				
1006197395	1	1/18/18	1/18/18	ADMIN-MAIL MTR INK	169.98	101	101-41320-201	1
				INVOICE TOTAL	169.98			
				VENDOR TOTAL	169.98			
				2270 PLUNKETT'S INC.				
5844484	1	1/18/18	1/18/18	CTY HALL-SPRAYING 1/18	63.18	101	101-41940-401	1
				INVOICE TOTAL	63.18			
5844485	1	1/18/18	1/18/18	AMB-SPRAYING 1/18	50.30	201	201-44100-401	1
				INVOICE TOTAL	50.30			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
5844486	1	1/18/18	1/18/18	FIRE-SPRAYING 1/18	52.64	101	101-42200-401	1
				INVOICE TOTAL	52.64			
				VENDOR TOTAL	166.12			
			3272	SCHWIETERS OF MONTEVIDEO				
62244	1	1/18/18	1/18/18	AMB-OIL CHANGE & INSPECTION	143.44	201	201-44100-212	1
				INVOICE TOTAL	143.44			
				VENDOR TOTAL	143.44			
			2455	SELECT ACCOUNT				
011818	1	1/18/18	1/18/18	ELEC-HEALTH SAVINGS-DEC 2017	50.00	604	604-49570-131	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
			3048	SPEE-DEE DELIVERY SERVICE				
3441391	1	1/18/18	1/18/18	WT-REGULAR SHIPPING CHARGE	10.29	601	601-49400-409	1
	2			SEW-REGULAR SHIPPING CHARGE	71.89	602	602-49450-409	1
				INVOICE TOTAL	82.18			
				VENDOR TOTAL	82.18			
			2830	VERIZON WIRELESS				
011818	1	1/18/18	1/18/18	STR-CELL PHONE 1/18	62.84	101	101-43100-321	1
	2			WT-CELL PHONE 1/18	43.59	601	601-49400-321	1
	3			SEW-CELL PHONE 1/18	43.59	602	602-49450-321	1
	4			ELEC-CELL PHONE 1/18	70.16	604	604-49570-321	1
	5			AMB-CELL PHONE 1/18	22.99	201	201-44100-321	1
				INVOICE TOTAL	243.17			
				VENDOR TOTAL	243.17			
				BANK 1 - KLEIN/UNITED PR TOTAL	235,591.66			

TOTAL MANUAL CHECKS	.00
TOTAL E-PAYMENTS	.00
TOTAL PURCH CARDS	.00
TOTAL ACH PAYMENTS	.00
TOTAL OPEN PAYMENTS	235,591.66
GRAND TOTALS	235,591.66