

City of Medford Regular Meeting Agenda

September 26, 2022, 5:30 PM



- I. Call to Order
- II. Pledge of Allegiance
- III. Concerns/Requests from the General Public and Organizations
- IV. Approval of Agenda
- V. Approval of Consent Agenda *(All items listed are considered routine or non-controversial by the Council and will be approved by one motion. There will be no separate motion on these items unless a council member, city staff, or citizen so requests, in which case the item will be removed from the consent agenda and be considered in its normal sequence of the agenda. All items approved by majority vote unless noted.)*
 - A. Approval of Minutes
 - B. Approval of City and Liquor Store Bills
 - C. Approval of Check Register
 - D. Resolution 22-13 Resolution Accepting Donation from Medford Senior Care Connection in the amount of \$500.00 for the Medford Veterans Memorial
- VI. Council Committees/Reports
 - A. EDA Commissioner Report
 - B. Park & Pool Commissioner Report
 - C. Water & Wastewater Commissioner Report
 - D. Municipal Liquor Store Commissioner Report
 - E. Streets Commissioner Report
- VII. Department Reports
 - A. City Attorney
 - B. City Engineer
 - i. WWTF Facilities Plan Service Agreement
 - ii. Jones Addition Streets Recommendations
 - C. Administration Department
 - i. Mayor
 - ii. City Administrator
 - a. Public Works/General Update
 - b. Liquor Store Manager Resignation
 - c. Liquor Store Employment Posting
 - iii. City Clerk
 - a. City Financial Report
 - b. Truth in Taxation Meeting
- XIII. Next Meeting Dates
 - A. Regular City Council Meeting – Monday, October 24, 2022, 7:00 p.m.
- XIV. Adjournment

Special City Council Meeting
August 22, 2022
6:00 p.m.
City Hall

Members present were Thomas, Mueller, Merritt, Bartlett, and Langeslag.

Members absent were: none.

City staff and consultants in attendance were Jed Petersen, Elizabeth Jackson, and James Krogh.

Others attending were Tessia Melvin (remotely), Marie Sexton, Jason Winter, Corey Samora, and Colton Kemp.

Mayor Thomas called the meeting to order at 6:00 p.m.

The purpose of this special council meeting is to discuss the Classification and Compensation Report.

Tessia Melvin, with David Drown & Associates presented the report to the City Council.

City Council asked several questions about the report.

James Krogh made a brief statement regarding working for the City of Medford in the public works department.

Mayor Thomas outlines a possible plan for 2023 with city staff.

Administrator Petersen presented a brief update and recommendation to Council concerning the City Clerk wages.

Petersen recommended Clerk Jackson wages be increased to \$33.02 October 1, 2022 and raising the wage again to \$35.07 January 1, 2023 based on the compensation report. Petersen recommended all other city employees receive a 3% raise January 1, 2023 and a possible step increase based on performance review.

Motion by Merritt, seconded by Bartlett to increase Clerk Jackson's wage to \$35.07 effective October 1, 2022 and all other city employees receive a 3% raise effective January 1, 2023. All members voted aye for approval. Motion carried.

Motion by Mueller, seconded by Langeslag to adjourn the special meeting at 6:48 p.m. All members voted aye for approval. Motion carried.

Minutes approved at _____ meeting.

Submitted by _____ City Clerk.

Signed by _____ Mayor.

Regular Council Meeting
August 22, 2022
7:00 p.m.
City Hall

Members present were Thomas, Langeslag, Merritt, Mueller, and Bartlett.

Members absent were: none.

City staff and consultants in attendance were Jed Petersen, Elizabeth Jackson, Mark Rahrlick, and James Krogh.

Others attending were Corey Samora, Jason, Winter, Colton Kemp, John Anhorn, Marie Sexton, Daryl Kubicek and Terry Duncan.

Mayor Thomas called the meeting to order at 7:00 p.m.

Pledge of Allegiance.

Concerns/Request from the General Public and Organizations – Terry Duncan addressed Council stating he felt his property was now in code compliance. Duncan stated City Code is very vague as to what constitutes a public nuisance as far as “junk” in a yard. Corey Samora addressed Council stating he felt City Code was vague as well. Council stated Duncan’s property was no longer out of code compliance.

Agenda – Add Item B, Fine Schedule under City Administrator. Add Item B, ADB John Sands meeting under Mayor. Motion by Mueller, seconded by Langeslag to approve the agenda as amended. All members voted aye for approval. Motion carried.

Daryl Kubicek gave a brief presentation to Council on how the LED sign would look and operate. Council asked questions. No action was taken at this meeting.

Paul Bird – didn’t attend.

Consent agenda – Agenda items are approved by one motion unless a Council member request separate action.

Approval of the July 25, 2022 special and regular council meeting minutes and the August 4, 2022 special council meeting minutes.

Approval of the July and August city and liquor store bills.

Approval of the July check register numbers E4478-E4517, 16687-16728, and 50222-50267.

Motion by Langeslag, seconded by Mueller to approve the consent agenda as presented. All members voted aye for approval. Motion carried.

EDA Commissioner Report – Council member Bartlett stated the EDA Board had approved paying for the LED sign in full.

Park/Pool Commissioner Report – Council member Mueller stated the pool was closed for the season. Thacker Pools had been hired to winterize the pool. Mueller also stated the Medford FFA was looking for service hours if the City of Medford was interested.

Water/Wastewater Commissioner Report – Council member Langeslag had nothing new to report.

Liquor Store Commissioner Report – Council member Bartlett had nothing new to report.

Streets Commissioner Report – Council member Merritt asked about the repairs needed by Matt Mullenbach's property after the water main break that occurred. Administrator Petersen stated the repair would be done when the valve replacements were being completed.

City Attorney – Council asked Attorney Rahrack to look at the state building code as far as pool ordinances are concerned.

City Engineer – the “no u turns” sign that Council requested for the end of Main street by the Post Office was denied by the Steele County engineers.

Mayor –

On Call Weekends – Mayor Thomas stated that only the Public Works Worker that is on call each weekend should be called with questions regarding the City, he requested that Council and residents not call Administrator Petersen on the weekends.

ADB/John Sands meeting – Mayor Thomas stated the grass and dirt and cement along Main Street would be repaired.

City Administrator –

Public Works/General Update – Petersen presented a memo to Council regarding the past month's activities with public works.

Fine Schedule – Petersen stated he would be bringing a new ordinance to Council for consideration concerning a progressive fine schedule.

City Clerk –

City Financial Report – Clerk Jackson presented a memo. Jackson stated the journal entries would be made during the audit to adjust for the use of the American Rescue Plan Funds.

Approval of 2023 Preliminary Budget – motion by Mueller, seconded by Bartlett to approve the 2023 Preliminary Budget. All members voted aye for approval. Motion carried.

Resolution 2022-12 Resolution Adopting 2023 Preliminary Tax Levy – motion by Bartlett, seconded by Mueller to approve Resolution 2022-12. All members voted aye for approval. Motion carried.

PTO Carryover/EIB – Clerk Jackson presented a memo outlining the current City Handbook regarding PTO balances. Currently the City transfers all PTO balances in excess of 40 hours into EIB (extended illness bank) at the end of every calendar year. Unless an employee is absent for more than 4 days, any hours in EIB cannot be used and will be forfeited at the end of employment with the City of Medford.

Clerk Jackson recommended Council consider allowing employees to carryover 80 hours of PTO and discontinuing EIB. Council consensus was to discuss this at a later date.

Regular City Council Meeting – Monday, September 26, 2022, 7:00 p.m.

Motion by Mueller, seconded by Bartlett to adjourn the regular council meeting at 8:27 p.m. All members voted aye for approval. Motion carried.

Minutes approved at _____ meeting.

Submitted by _____ City Clerk.

Signed by _____ Mayor.

September 7, 2022

4:30 p.m.

City Hall

Members present were Thomas, Langeslag, Merritt, Mueller, and Bartlett.

Members absent were: none.

City Staff and consultants in attendance were Elizabeth Jackson.

Other attending was John Anhorn.

Mayor Thomas called the meeting to order at 4: 30 p.m.

Digital Sign – John Anhorn and Amanda Mueller updated Council on what the sign could potentially look like as one sided instead of 2 sided. Council consensus was not to purchase and install a LED sign at this time.

Municipal Liquor Store Prices – Clerk Jackson presented a memo. Jackson recommended Council consider raising all on sale liquor store drink and beer prices by 25 cents each effective October 1, 2022. Motion by Merritt, seconded by Bartlett to approve Jackson’s recommendation and raise all drink and beer prices 25 cents effective October 1, 2022. All members voted aye for approval. Motion carried.

Motion by Mueller, seconded by Langeslag to adjourn the special council meeting at 5:06 p.m. All members voted aye for approval. Motion carried.

Minutes approved at _____ meeting.

Submitted by _____ City Clerk.

Signed by _____ Mayor.

CITY OF MEDFORD BILLS FOR AUGUST 2022

		<u>Paid</u>	<u>Unpaid</u>
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Aflac		\$415.13	
Amazon	memory, misc	\$525.80	
Andrew Fischer	contract operator	\$1,100.00	
Anhorn's Gas & Tire	fire department	\$565.09	
Anhorn's Gas & Tire	public works	\$1,053.52	
B & B Pumping & Portables, Inc	handicap toilet	\$160.00	
Core & Main	public works	\$190.81	
D & M Construction	watermain break	\$3,716.25	
Delta dental	insurance	\$233.35	
Centerpoint		\$1,470.32	
Core & Main	gaskets	\$180.28	
Culligan		\$74.38	
eset	computers	\$64.71	
Fastenal	public works	\$396.49	
Ferguson	public works	\$86.61	
Gopher State One	locates	\$126.90	
Hach	public works	\$555.17	
Hawkins	chemical	\$2,394.42	
Hermel	pool candy/ice cream	\$295.90	
Innovative	office supplies	\$48.48	
Jaguar Communications	phone/internet	\$791.93	
League of MN Cities	Work Comp/Property Casualty	\$50,878.00	
Lowe's Business Account	wastewater supplies	\$43.20	
Kibble	mower	\$28.36	
MN PEIP	health insurance	\$3,327.20	
MRWA	tests	\$574.00	
Medford Township	jetter storage	\$300.00	
Medford Township	gravel road agreement	\$3,642.81	
Medford Sand & Gravel	black dirt	\$7.98	
Minnesota Dept of Health	connection fees	\$1,215.00	
Minnesota Dept of Human Services	janitor services	\$44.00	
Minnesota Dept of Revenue	Sales Tax	\$207.00	
Minnesota Dept of Labor & Industry	pressure vessel	\$10.00	
Nagel Sod	straw blanket	\$387.00	
Owatonna Peoples Press	publications	\$100.46	
Owatonna Heating & Cooling	water plant	\$567.00	
Postmaster	stamps	\$467.38	
Quality Flow	mixer service call - wwtp	\$9,482.50	
Riteway	payroll checks	\$156.36	
Steele Waseca		\$6,318.52	
Stewart Sanitation		\$173.29	
UC Labs	testing	\$753.16	
UPS	water samples	\$15.01	
US Bank	city hall copy machine	\$135.89	
Van Iwaarden	GASB 67/68	\$1,000.00	
Verizon Wireless	cell phones	\$46.29	
walmart	misc, pool candy	\$414.34	
	Total	\$187,507.55	\$0.00

Approved by City Council on Monday, September 26, 2022

Elizabeth Jackson, City Clerk

Danny Thomas, Mayor

LIQUOR STORE BILLS FOR AUGUST 2022

<u>MISCELLANEOUS</u>	<u>Paid</u>	<u>Unpaid</u>
Breakthru Beverage	\$4,794.37	
Centerpoint	\$57.77	
Culligan	\$70.28	
City Laundering Co	\$538.55	
Hillyard		
Huber Supply	\$28.70	
MMBA		
Minnesota Department of Revenue	\$2,620.00	
Minnesota Department Human Services	\$440.00	
Performance Draft Beer		
TPS Insurance		
Steele Waseca	\$710.26	
Townsquare		
Waste Management	\$276.48	
Total	<u>\$9,536.41</u>	\$0.00
<u>FOOD</u>		
Kline Distributing		
Heggies Pizza	\$445.20	
Hermel Wholesale	\$883.52	
Pepsi		
Total	<u>\$1,328.72</u>	\$0.00
<u>BEER</u>		
College City Beverage	\$5,073.69	
Northern Beverage	\$782.70	
Locher Bros Inc	\$933.20	
Total	<u>\$6,789.59</u>	\$0.00
TOTAL	\$17,654.72	\$0.00

Approved by City Council on Monday, September 26, 2022

Elizabeth Jackson, City Clerk

Danny Thomas, Mayor

CITY OF MEDFORD BILLS FOR SEPTEMBER 2022

		<u>Paid</u>	<u>Unpaid</u>
Andrew Fischer	contract operator	\$1,100.00	
Alden Pool	pool		\$892.50
Alex Air	fire dept		\$230.75
Aflac		\$415.13	\$415.13
Ancom	fire dept		\$144.00
Anhorn's Gas & Tire	public works		
Anhorn's Gas & Tire	fire dept		
B & B Pumping & Portables, Inc	handicap portable toilet		\$160.00
Batteries & Bulbs	public works		\$38.64
City of Owatonna	fire dept		\$579.00
Core & Main	public works		\$103.58
Bolton & Menk			\$1,160.00
Centerpoint			\$1,347.44
Culligan			\$84.85
Delta Dental			\$336.31
Gopher Sports	public works		\$25.00
Fastenal	public works		\$91.74
Google	email support	\$26.32	
Gopher State One-Call	locates		\$72.96
Hach	testing supplies		\$205.90
HM Craig	public works		\$3,991.66
Hawkins	chemical		\$1,509.52
Hillyard	public works		\$173.76
Innovative Office	office supplies		
Jaguar Communications	phone/internet		\$698.81
Jed Petersen	reimbursement		\$21.20
League of Minnesota Cities	annual membership dues		\$1,690.00
League of Minnesota Cities	mayor dues		\$30.00
Loken Excavation	washed sand		\$237.77
Lowe's	public works		
MacQueen	fire dept		\$4,872.57
MARC	algicide		\$254.44
MN PEIP	health insurance		\$5,317.80
Medford Sand & Gravel	public works		\$59.25
Medford Township	jetter storage	\$300.00	
Minnesota Dept of Health	janitorial services		\$44.00
Minnesota Dept of Revenue	3rd quarter water tax		
Minnesota Rural Water	membership dues		\$468.00
Metro Sales	copies		\$90.66
Pool reimbursements	Meghan Amberg		\$120.00
Northland Farm	public works		\$892.50
Postmaster	postage	\$236.00	
UPS	samples	\$24.34	
Steele Waseca	park underground		\$22,000.00
Stewart Sanitation			\$220.00
Thatcher Pools	winterization		\$496.63
US Bank	city hall copy machine		\$135.89
Utility Consultants	testing		\$930.95
Verizon Wireless	cell phones		\$46.27
Vessco	pumphead		\$577.18
Watchdog Technology	computer - remote access		\$589.73
	Total	\$2,101.79	\$50,766.66

Approved by City Council on Monday, September 26, 2022

Elizabeth Jackson, City Clerk

Danny Thomas, Mayor

LIQUOR STORE BILLS FOR SEPTEMBER 2022

<u>MISCELLANEOUS</u>	<u>Paid</u>	<u>Unpaid</u>
Breakout Route		\$1,905.89
Breakthru Beverage		
C & S Vending		
Centerpoint		\$60.71
Collection Bureau of Little Falls		
Culligan		\$39.82
City Laundering		426.22
Huber Supply		28.70
Minnesota Dept of Revenue		
MN Dept of Human Services		484.00
Performance Draft Beer		
Plunketts		114.50
Poly Pak		
Steele Waseca		
Townsquare Media		287.68
Waste Management		\$269.31
Total	<u>\$0.00</u>	\$3,616.83
<u>FOOD</u>		
Kline Distributing		\$344.00
Heggies Pizza		\$778.90
Hermel Wholesale		\$659.18
Pepsi		
Total	<u>\$0.00</u>	\$1,782.08
<u>BEER</u>		
College City Beverage		\$6,088.30
Northern Beverage		\$1,849.50
Locher Bros Inc		<u>\$1,158.85</u>
Total	<u>\$0.00</u>	\$9,096.65
TOTAL	\$0.00	\$14,495.56

Approved by City Council on Monday, September 26, 2022

Elizabeth Jackson, City Clerk

Danny Thomas, Mayor

Checks for Month

10100 Cash

Since AUGUST 2022

Begin Balance \$272,460.87

CHECK	Vendor Name	Check Date	Check Amt	Source	Comment	Balance
016729	Ahrens, Aiden	8/5/2022	\$387.20	PAY20220216.00		\$272,073.67
016730	Bohlman, Angela	8/5/2022	\$265.34	PAY20220216.00		\$271,808.33
016731	Brannan, Miles	8/5/2022	\$1,711.51	PAY20220216.00		\$270,096.82
016732	Grinnell, Bryce	8/5/2022	\$1,686.96	PAY20220216.00		\$268,409.86
016733	Hermes, Tate	8/5/2022	\$757.36	PAY20220216.00		\$267,652.50
016734	Jackson, Elizabeth	8/5/2022	\$2,361.55	PAY20220216.00		\$265,290.95
016735	Jorgenson, Kristi	8/5/2022	\$1.82	PAY20220216.00		\$265,289.13
016736	Keller, Grace	8/5/2022	\$757.46	PAY20220216.00		\$264,531.67
016737	Kniefel, Clara	8/5/2022	\$874.43	PAY20220216.00		\$263,657.24
016738	Langeslag, Morgan	8/5/2022	\$1,274.27	PAY20220216.00		\$262,382.97
016739	McGivney, Brenda	8/5/2022	\$353.97	PAY20220216.00		\$262,029.00
016740	Mettler, Megan	8/5/2022	\$660.95	PAY20220216.00		\$261,368.05
016741	O'Hearn, Craig J	8/5/2022	\$1,522.27	PAY20220216.00		\$259,845.78
016742	Petersen, Jed	8/5/2022	\$2,490.43	PAY20220216.00		\$257,355.35
016743	Reinhard, Dyann	8/5/2022	\$243.69	PAY20220216.00		\$257,111.66
016744	Ristau, Payton	8/5/2022	\$88.88	PAY20220216.00		\$257,022.78
016745	Will, Richard W	8/5/2022	\$166.74	PAY20220216.00		\$256,856.04
016746	Ahrens, Aiden	8/19/2022	\$386.25	PAY20220217.00		\$256,469.79
016747	Amberg, Meghan	8/19/2022	\$235.87	PAY20220217.00		\$256,233.92
016748	Bohlman, Angela	8/19/2022	\$264.33	PAY20220217.00		\$255,969.59
016749	Brannan, Miles	8/19/2022	\$1,556.17	PAY20220217.00		\$254,413.42
016750	Grinnell, Bryce	8/19/2022	\$1,782.66	PAY20220217.00		\$252,630.76
016751	Hermes, Tate	8/19/2022	\$381.32	PAY20220217.00		\$252,249.44
016752	Jackson, Elizabeth	8/19/2022	\$2,280.09	PAY20220217.00		\$249,969.35
016753	Jorgenson, Kristi	8/19/2022	\$141.65	PAY20220217.00		\$249,827.70
016754	Keller, Grace	8/19/2022	\$619.17	PAY20220217.00		\$249,208.53
016755	Kniefel, Clara	8/19/2022	\$479.62	PAY20220217.00		\$248,728.91
016756	Krogh, James	8/19/2022	\$787.55	PAY20220217.00		\$247,941.36
016757	Langeslag, Morgan	8/19/2022	\$635.54	PAY20220217.00		\$247,305.82
016758	McGivney, Brenda	8/19/2022	\$348.73	PAY20220217.00		\$246,957.09
016759	Mettler, Megan	8/19/2022	\$329.26	PAY20220217.00		\$246,627.83
016760	O'Hearn, Craig J	8/19/2022	\$1,522.27	PAY20220217.00		\$245,105.56
016761	Petersen, Jed	8/19/2022	\$2,490.43	PAY20220217.00		\$242,615.13
016762	Reinhard, Dyann	8/19/2022	\$231.72	PAY20220217.00		\$242,383.41
016763	Ristau, Payton	8/19/2022	\$526.77	PAY20220217.00		\$241,856.64
016764	Will, Richard W	8/19/2022	\$141.96	PAY20220217.00		\$241,714.68
016765	Bartlett, Grace	8/17/2022	\$207.79	PAY20220308.00		\$241,506.89
016766	Hager, Richard	8/17/2022	\$115.44	PAY20220308.00		\$241,391.45
016767	Langeslag, Chad	8/17/2022	\$207.79	PAY20220308.00		\$241,183.66
016768	Merritt, Chad W	8/17/2022	\$207.79	PAY20220308.00		\$240,975.87
016769	Mueller, Amanda	8/17/2022	\$207.79	PAY20220308.00		\$240,768.08
016770	Thomas, Danny	8/17/2022	\$277.05	PAY20220308.00		\$240,491.03
016771	Cammock, LaVonne	8/18/2022	\$109.10	PAY20220402.00		\$240,381.93
016772	Langeslag, Morgan	8/18/2022	\$113.19	PAY20220402.00		\$240,268.74
016773	Meinke, Gail	8/18/2022	\$262.95	PAY20220402.00		\$240,005.79
016774	Quiring, Betty	8/18/2022	\$102.69	PAY20220402.00		\$239,903.10
016775	Stinocher, Kristina	8/18/2022	\$99.75	PAY20220402.00		\$239,803.35
Deposits		\$0.00				
Checks		-\$32,657.52				
			-\$32,657.52			

FILTER: ((([Act Year]='2022' and [period] in (8)))) and ((([Source] like 'PAY?????????.??')) and [Cash Act]='10100')

CITY OF MEDFORD

09/21/22 9:12 AM

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Checks for Month

10100 Cash

Since AUGUST 2022

Begin Balance \$272,460.87

CHECK	Vendor Name	Check Date	Check Amt	Source	Comment	Balance
004496E	FURTHER	8/9/2022	\$220.00	8-5-22hsa		\$272,240.87
004497E	EFTPS	8/9/2022	\$3,893.84	8-5-22fed	Withholding	\$268,347.03
004498E	STATE OF MINNESOTA	8/9/2022	\$762.65	8-5-22fed	Withholding	\$267,584.38
004499E	PUBLIC EMPLOYEES RETIR	8/9/2022	\$1,955.81	8-5-22fed	Retirement	\$265,628.57
004518E	EFTPS	8/23/2022	\$202.70	8-17-22FED	Withholding	\$265,425.87
004519E	FURTHER	8/23/2022	\$220.00	8-19-22hsa		\$265,205.87
004520E	EFTPS	8/23/2022	\$3,527.84	8-19-22FED	Withholding	\$261,678.03
004521E	STATE OF MINNESOTA	8/23/2022	\$667.21	8-19-22FED	Withholding	\$261,010.82
004522E	PUBLIC EMPLOYEES RETIR	8/23/2022	\$2,072.99	8-19-22FED	Retirement	\$258,937.83
004523E	U.S. BANK (MERCHANT SER	8/24/2022	\$30.05	8-1-22ccfee	credit card fees	\$258,907.78
004524E	U.S. BANK (MERCHANT SER	8/24/2022	\$105.99	8-2-22ccfee	credit card fees	\$258,801.79
004525E	REVTRAK	8/25/2022	\$154.77	8-4-22REVFEE	Fees Paid	\$258,647.02
004526E	WALMART COMMUNITY/GE	8/25/2022	\$130.88	8-2-22WALMART	water plant	\$258,516.14
004527E	WALMART COMMUNITY/GE	8/25/2022	\$42.84	8-3-22walmart	pool candy	\$258,473.30
004528E	POSTMASTER	8/25/2022	\$340.00	8-3-22post		\$258,133.30
004529E	WALMART COMMUNITY/GE	8/25/2022	\$9.11	8-8-22walmart	pool	\$258,124.19
004530E	WALMART COMMUNITY/GE	8/25/2022	\$13.14	8-11-22walmart	Office	\$258,111.05
004531E	AMAZON.COM	8/25/2022	\$157.97	8-15-22amazon		\$257,953.08
004532E	LOWES	8/25/2022	\$5.35	8-17-22lowes	city hall	\$257,947.73
004533E	AMAZON.COM	8/25/2022	\$45.99	8-18-22amazon	streets	\$257,901.74
004534E	UPS	8/30/2022	\$11.22	8-29-22ups	samples	\$257,890.52
004535E	FIRST STATE BANK OF RED	9/1/2022	\$129.35	8-31-22dep	deposit slips	\$257,761.17
004536E	FIRST STATE BANK OF RED	9/1/2022	\$47.35	Aug2022BankFee	August 2022 Bank Fees	\$257,713.82
004555E	MINNESOTA DEPT OF REVE	9/9/2022	\$3,201.00	Aug22 tax		\$254,512.82
	Deposits	\$0.00				
	Checks	-\$17,948.05				

FILTER: ((([Act Year]='2022' and [period] in (8))) and (((EFT))) and [Cash Act]='10100')

Checks for Month

10100 Cash

Since AUGUST 2022

Begin Balance \$272,460.87

CHECK	Vendor Name	Check Date	Check Amt	Source	Comment	Balance
050268	CASH	8/3/2022	\$207.29	8-3-22petty	muni petty cash	\$272,253.58
050269	CASH	8/5/2022	\$3,000.00	8-5-22atm	atm	\$269,253.58
050270	DELTA DENTAL	8/10/2022	\$303.85	8-10-22dental	Elizabeth	\$268,949.73
050271	MN PEIP	8/10/2022	\$3,327.20	8-10-22hins	Health Insurance	\$265,622.53
050272	AFLAC	8/10/2022	\$415.13	8-10-22bills	Aflac	\$265,207.40
050273	ANDREW FISCHER	8/10/2022	\$1,100.00	8-10-22bills	contract operator	\$264,107.40
050274	ANHORNS GAS & TIRE	8/10/2022	\$1,146.60	8-10-22bills	Fire Dept	\$262,960.80
050275	B & B PUMPING & PORTABL	8/10/2022	\$160.00	8-10-22bills	handicap toilet	\$262,800.80
050276	BOLTON & MENK, INC	8/10/2022	\$8,581.50	8-10-22bills	engineering fees	\$254,219.30
050277	BREAKTHRU BEVERAGE MN	8/10/2022	\$1,740.24	8-10-22bills	liquor for re sale	\$252,479.06
050278	CENTERPOINT	8/10/2022	\$485.50	8-10-22bills	6044309	\$251,993.56
050279	CITY LAUNDERING CO	8/10/2022	\$213.11	8-10-22bills		\$251,780.45
050280	COLLEGE CITY BEVERAGE,	8/10/2022	\$7,367.85	8-10-22bills		\$244,412.60
050281	COMPCARE OCCUPATIONA	8/10/2022	\$47.00	8-10-22bills	DOT DRUG TEST	\$244,365.60
050282	CONWAY SHIELD	8/10/2022	\$547.40	8-10-22bills		\$243,818.20
050283	CORE & MAIN, LP	8/10/2022	\$190.81	8-10-22bills	public works	\$243,627.39
050284	CULLIGAN WATER CONDITI	8/10/2022	\$144.66	8-10-22bills	water softner	\$243,482.73
050285	DEPT OF HUMAN SERVICES	8/10/2022	\$506.00	8-10-22bills	janitorial services	\$242,976.73
050286	ELECTRO WATCHMAN INC.	8/10/2022	\$261.97	8-10-22bills	Muni security system	\$242,714.76
050287	FASTENAL COMPANY	8/10/2022	\$198.39	8-10-22bills	public works	\$242,516.37
050288	FIRST SYSTEMS TECHNOLO	8/10/2022	\$1,050.00	8-10-22bills	testing	\$241,466.37
050289	GOPHER STATE ONE-CALL	8/10/2022	\$126.90	8-10-22bills	locates	\$241,339.47
050290	HAWKINS	8/10/2022	\$1,550.29	8-10-22bills	chemical	\$239,789.18
050291	HEGGIES PIZZA	8/10/2022	\$829.70	8-10-22bills		\$238,959.48
050292	HEIMS TRUCK & TRAILER LL	8/10/2022	\$856.37	8-10-22bills	service truck repairs	\$238,103.11
050293	HERMEL WHOLESALE	8/10/2022	\$1,905.64	8-10-22bills		\$236,197.47
050294	HUBER SUPPLY CO., INC	8/10/2022	\$28.70	8-10-22bills	Muni	\$236,168.77
050295	ILLINOIS CASUALTY COMPA	8/10/2022	\$5,292.00	8-10-22bills	liquor liability	\$230,876.77
050296	INSTY PRINTS	8/10/2022	\$255.81	8-10-22bills	envelopes	\$230,620.96
050297	LEAGUE OF MN CITIES INSU	8/10/2022	\$28,684.00	8-10-22bills	Work Comp/PC	\$201,936.96
050298	LOCHER BROS INC	8/10/2022	\$1,257.15	8-10-22bills		\$200,679.81
050299	LOWES BUSINESS ACCOUN	8/10/2022	\$97.86	8-10-22bills	public works	\$200,581.95
050300	MEDFORD TOWNSHIP	8/10/2022	\$300.00	8-10-22bills	August 2022 Jetter	\$200,281.95
050301	MEDFORD TOWNSHIP	8/10/2022	\$3,642.81	8-10-22bills	gravel roads	\$196,639.14
050302	METRO FIBERNET LLC	8/10/2022	\$681.46	8-10-22bills	507-455-2866, 0053, 3812	\$195,957.68
050303	MID-AMERICA BACKFLOW P	8/10/2022	\$150.00	8-10-22bills	pool backflow test	\$195,807.68
050304	MINNESOTA MUNICIPAL BE	8/10/2022	\$300.00	8-10-22bills	annual dues	\$195,507.68
050305	MN DEPT OF LABOR AND IN	8/10/2022	\$10.00	8-10-22bills	Pressure Vessel	\$195,497.68
050306	NORTHERN BEVERAGE DIS	8/10/2022	\$1,552.40	8-10-22bills		\$193,945.28
050307	OWATONNA PEOPLE S PRE	8/10/2022	\$100.46	8-10-22bills	publications	\$193,844.82
050308	PHILLIPS WINE & SPIRITS	8/10/2022	\$15.50	8-10-22bills		\$193,829.32
050309	QUALITY FLOW SYSTEMS IN	8/10/2022	\$9,482.50	8-10-22bills	Mixer - WWTP	\$184,346.82
050310	R & K ELECTRIC INC	8/10/2022	\$658.48	8-10-22bills	water plant	\$183,688.34
050311	SHERWIN WILLIAMS CO	8/10/2022	\$308.89	8-10-22bills	paint	\$183,379.45
050312	SMITH,TOLLEFSON,RAHRIC	8/10/2022	\$4,258.00	8-10-22bills	2nd Qtr Attorney fees	\$179,121.45
050313	STEELE COUNTY SHERIFFS	8/10/2022	\$315.00	8-10-22bills		\$178,806.45
050314	STEELE WASECA COOP EL	8/10/2022	\$6,817.92	8-10-22bills	25164	\$171,988.53
050315	STEWART SANITATION	8/10/2022	\$173.29	8-10-22bills	city garbage disposal	\$171,815.24
050316	SYNCHRONY BANK	8/10/2022	\$379.00	8-10-22bills	public works	\$171,436.24
050317	TOWNSQUARE MEDIA FARI	8/10/2022	\$525.00	8-10-22bills		\$170,911.24
050318	US BANK EQUIPMENT FINA	8/10/2022	\$135.89	8-10-22bills	copier	\$170,775.35
050319	UTILITY CONSULTANTS	8/10/2022	\$753.16	8-10-22bills	testing	\$170,022.19
050320	VAN IWAARDEN ASSOCIATE	8/10/2022	\$1,000.00	8-10-22bills	GASB 67/68	\$169,022.19
050321	VERIZON WIRELESS	8/10/2022	\$46.29	8-10-22bills	cell phones	\$168,975.90
050322	WASTE MANAGEMENT	8/10/2022	\$276.48	8-10-22bills	muni garbage disposal	\$168,699.42
050323	CASH	8/12/2022	\$4,000.00	8-12-22atm	atm	\$164,699.42
050324	LEAGUE OF MN CITIES INSU	8/16/2022	\$22,194.00	work comp	Workers Comp	\$142,505.42
050325	CASH	8/16/2022	\$4,000.00	8-16-22atm	atm	\$138,505.42

Checks for Month

10100 Cash

Since AUGUST 2022

Begin Balance \$272,460.87

CHECK	Vendor Name	Check Date	Check Amt	Source	Comment	Balance
050326	CASH	8/23/2022	\$161.16	8-23-22petty	muni petty cash	\$138,344.26
050327	CASH	8/23/2022	\$5,000.00	8-23-22atm	atm	\$133,344.26
050328	CASH	8/26/2022	\$5,000.00	8-26-22atm	atm	\$128,344.26
050329	DELTA DENTAL	8/29/2022	\$233.35	8-29-22dental	Elizabeth	\$128,110.91
050330	AFLAC	8/29/2022	\$415.13	8-26-22bills	Aflac	\$127,695.78
050331	ANHORNS GAS & TIRE	8/29/2022	\$1,618.61	8-26-22bills	fire dept/public works	\$126,077.17
050332	B & B PUMPING & PORTABL	8/29/2022	\$160.00	8-26-22bills	handicap toilet	\$125,917.17
050333	BREAKTHRU BEVERAGE MN	8/29/2022	\$3,054.13	8-26-22bills	liquor for re sale	\$122,863.04
050334	CENTERPOINT	8/29/2022	\$1,528.48	8-26-22bills	6044309	\$121,334.56
050335	CITY LAUNDERING CO	8/29/2022	\$538.55	8-26-22bills		\$120,796.01
050336	COLLEGE CITY BEVERAGE,	8/29/2022	\$5,073.69	8-26-22bills	Beer	\$115,722.32
050337	CORE & MAIN, LP	8/29/2022	\$180.28	8-26-22bills	gaskets	\$115,542.04
050338	D & M CONSTRUCTION LLC	8/29/2022	\$3,716.25	8-26-22bills	water main break repair	\$111,825.79
050339	DEPT OF HUMAN SERVICES	8/29/2022	\$484.00	8-26-22bills	janitorial services	\$111,341.79
050340	FASTENAL COMPANY	8/29/2022	\$198.10	8-26-22bills	public works	\$111,143.69
050341	HACH COMPANY	8/29/2022	\$555.17	8-26-22bills	testing supplies	\$110,588.52
050342	HAWKINS	8/29/2022	\$2,394.42	8-26-22bills	chlorine	\$108,194.10
050343	HERMEL WHOLESALE	8/29/2022	\$812.98	8-26-22bills		\$107,381.12
050344	INNOVATIVE OFFICE SOLUT	8/29/2022	\$48.48	8-26-22bills	copy paper	\$107,332.64
050345	LOCHER BROS INC	8/29/2022	\$94.90	8-26-22bills		\$107,237.74
050346	LOWES BUSINESS ACCOUN	8/29/2022	\$43.20	8-26-22bills	public works	\$107,194.54
050347	MEDFORD SAND AND GRAV	8/29/2022	\$7.98	8-26-22bills	black dirt	\$107,186.56
050348	MEDFORD TOWNSHIP	8/29/2022	\$300.00	8-26-22bills	september jetter storage	\$106,886.56
050349	METRO FIBERNET LLC	8/29/2022	\$791.93	8-26-22bills	507-455-2866, 0053, 3812	\$106,094.63
050350	MINNESOTA DEPT OF HEAL	8/29/2022	\$1,215.00	8-26-22bills	connection fees	\$104,879.63
050351	MINNESOTA RURAL WATER	8/29/2022	\$574.00	8-26-22bills	Jamey/Miles testing	\$104,305.63
050352	NAGELS SOD	8/29/2022	\$387.00	8-26-22bills	straw blanket/dirt	\$103,918.63
050353	NORTHERN BEVERAGE DIS	8/29/2022	\$457.20	8-26-22bills		\$103,461.43
050354	OWATONNA HEATING & CO	8/29/2022	\$567.00	8-26-22bills	water plant	\$102,894.43
050355	RITEWAY	8/29/2022	\$156.36	8-26-22bills	payroll checks	\$102,738.07
050356	STEELE WASECA COOP EL	8/29/2022	\$7,028.78	8-26-22bills	25164	\$95,709.29
	Deposits	\$0.00				
	Checks	-\$176,751.58				
			-\$176,751.58			

FILTER: ((([Act Year]='2022' and [period] in (8)))) and ((([Check Nbr]>0 and not EFT and not [Source] like 'PAY?????????.??')) and [Cash Act]='10100')

RESOLUTION 22-13
A RESOLUTION ACCEPTING DONATION FROM
MEDFORD SENIOR CARE CONNECTION

WHEREAS, the City of Medford has received a donation from Medford Senior Care Connection (\$500.00) and;

WHEREAS, the stated purpose of the donation is for the Medford Veterans Memorial; and

NOW, THEREFORE, BE IT RESOLVED, the City of Medford has received and accepts a donation from Medford Senior Care Connection (\$500.00) for the Medford Veterans Memorial.

Passed and adopted on this 26th day of September, 2022, with the following votes:

	AYE	NAY	ABSTAIN	ABSENT
Danny Thomas	_____	_____	_____	_____
Grace Bartlett	_____	_____	_____	_____
Chad Langeslag	_____	_____	_____	_____
Chad Merritt	_____	_____	_____	_____
Amanda Mueller	_____	_____	_____	_____

DANNY THOMAS
MAYOR

ATTEST:

ELIZABETH JACKSON
CITY CLERK



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Medford, MN** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **WWTF Facilities Plan**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-5 - Billed Hourly with an Estimated Fee of \$39,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this 26th day of September, 2022

City of Medford, Minnesota

WHKS & CO.

By: _____

By: _____

Printed Name: _____

Printed Name: William Angerman, P.E.

Title: _____

Title: COO

Exhibit A to Professional Services Agreement

A. Project Description

WHKS has recently performed an evaluation of the City of Medford's existing wastewater treatment facility (WWTF) equipment and pumping systems. This evaluation identified recommended equipment replacements at the WWTF and developed budgetary cost opinions for the purposes of Capital Improvement Planning in order to maintain the WWTF at its existing capacity and limits. The Client has decided to proceed with evaluating a new WWTF at a new location due to anticipated changes in effluent limits, cost of improving aging infrastructure and the potential for future growth. The next step in this process is to develop a Facilities Plan for treatment and pumping options to accommodate these potential changes in limits and growth. The Facilities Plan will not evaluate pumping to Owatonna or Faribault.

The scope of this professional services agreement is to develop a Facilities Plan for the Medford WWTF. The Facilities Plan will identify alternatives for a new WWTF and the feasibility / cost effectiveness of each alternative. The Facilities Plan will also be developed to be used when applying for potential funding sources such as the Clean Water State Revolving Fund (CWSRF).

WHKS will work with the Client to perform a preliminary assessment and determine up to 3 potential WWTF sites. The selection of the most viable site, negotiating the price for the site and property owner meetings will be the responsibility of the Client. WHKS will assist, but not lead this effort. Once the sites have been identified, WHKS will perform a desk top analysis of the sites, develop a conceptual site plan for how the new WWTF would fit on the site and complete the final Facilities Plan. The site will require evaluation of wetlands, vegetation, and other environmental factors as part of the EAW/permitting process which is not a part of this scope of services.

The goal is to submit the Facility Plan by March, 2023. This deadline is dependent upon MPCA review and issuance of preliminary effluent limits. The MPCA has indicated this deadline may not be attainable. If the March deadline is not met the next funding application is March, 2024. The City is not under any compliance schedule so submitting funding applications to 2024 would still meet the City's needs.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. Research of Existing Conditions

- Collect and review available information (studies, maps, reports, flow records, plans, MPCA correspondence, etc.) relating to the Facility.
- Review previously developed Treatment and Pumping Evaluation report and incorporate report findings into proposed Facilities Plan.

3. Anti-Degradation Alternatives Analysis

- Prepare an Antidegradation Alternatives Analysis in accordance with Minnesota Pollution Control Agency (MPCA) standards.
- Provide two (2) copies of the draft Alternatives Analysis to the Client for review and concurrence.
- Prepare and coordinate the publication of a public notice for the draft Alternatives Analysis.
- Submit draft Alternatives Analysis to the MPCA.
- Submit final Alternatives Analysis including comment responses to the MPCA for review/approval.

4. Facilities Plan Preparation

- Contact the MPCA to request a Preliminary Effluent Limits review.
- Prepare a Facilities Plan for wastewater treatment and pumping improvements. The report will include the following:
 - i. Summary of existing conditions
 - ii. Recommendations of wastewater treatment and pumping improvements and anticipated schedule.
 - iii. Preliminary WWTF siting will be performed and will be limited to 3 sites. A desktop analysis will be performed for these sites with respect to setbacks, floodplain location, etc. The analysis will not include geotechnical evaluation, land acquisition, or negotiations with land owners.
 - iv. An Engineer's Opinion of Probable Construction Costs
- Provide two (2) bound copies of the report.
- Present report findings at a City Council meeting / workshop.
- Assist the Client in holding a Public Hearing discussing the Facilities Plan.
- Prepare the WWTF Facilities Plan and associated documentation to address the requirements of Minnesota Rules 7077.0272, including the following:
 - i. CWSRF cost and effectiveness checklist and certification form
 - ii. CWSRF B3 2030 exemption form
 - iii. Public hearing documentation, including a summary of any comments received at the public hearing and the action taken to address those comments, as well as a complete list of addresses used for public notice purposes
 - iv. A copy of the resolution by the City Council adopting the Facilities Plan
 - v. Environmental Information Worksheet

5. Funding Package – Technical Assistance

- Submit Facilities Plan (as detailed in Item 4) to the MPCA in conjunction with a request for the project to be included on the State Revolving Fund's Project Priority List (PPL).
- Provide technical assistance to City Staff and Fiscal Consultant in applying for funding sources through the Public Facilities Authority (PFA), including the State Revolving Fund loan program, the Point Source Implementation Grant program (PSIG), and/or

Infrastructure Investment and Jobs Act IIJA. Funding options for Rural Development are not included in this scope of services.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Wetland Delineations or mitigation plans
6. Floodplain and hydraulic/hydrologic modeling
7. Water and/or sanitary sewer rate studies
8. Geotechnical design/recommendations
9. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
10. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and if undisputed, shall be considered PAST DUE if not paid within ~~thirty (30)~~ forty-five (45) calendar days of the invoice date.

If payment is not received by WHKS within ~~thirty (30)~~ forty-five (45) calendar days of the undisputed invoice date, Client shall pay as

interest an additional charge of one and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies, if WHKS prevails in the legal action.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this

period will be reported to WHKS and will be corrected as part of the Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS

services are being engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all undisputed costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client

agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes,

lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be

present at the jobsite or any adjacent areas that may affect the performance of WHKS services, WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

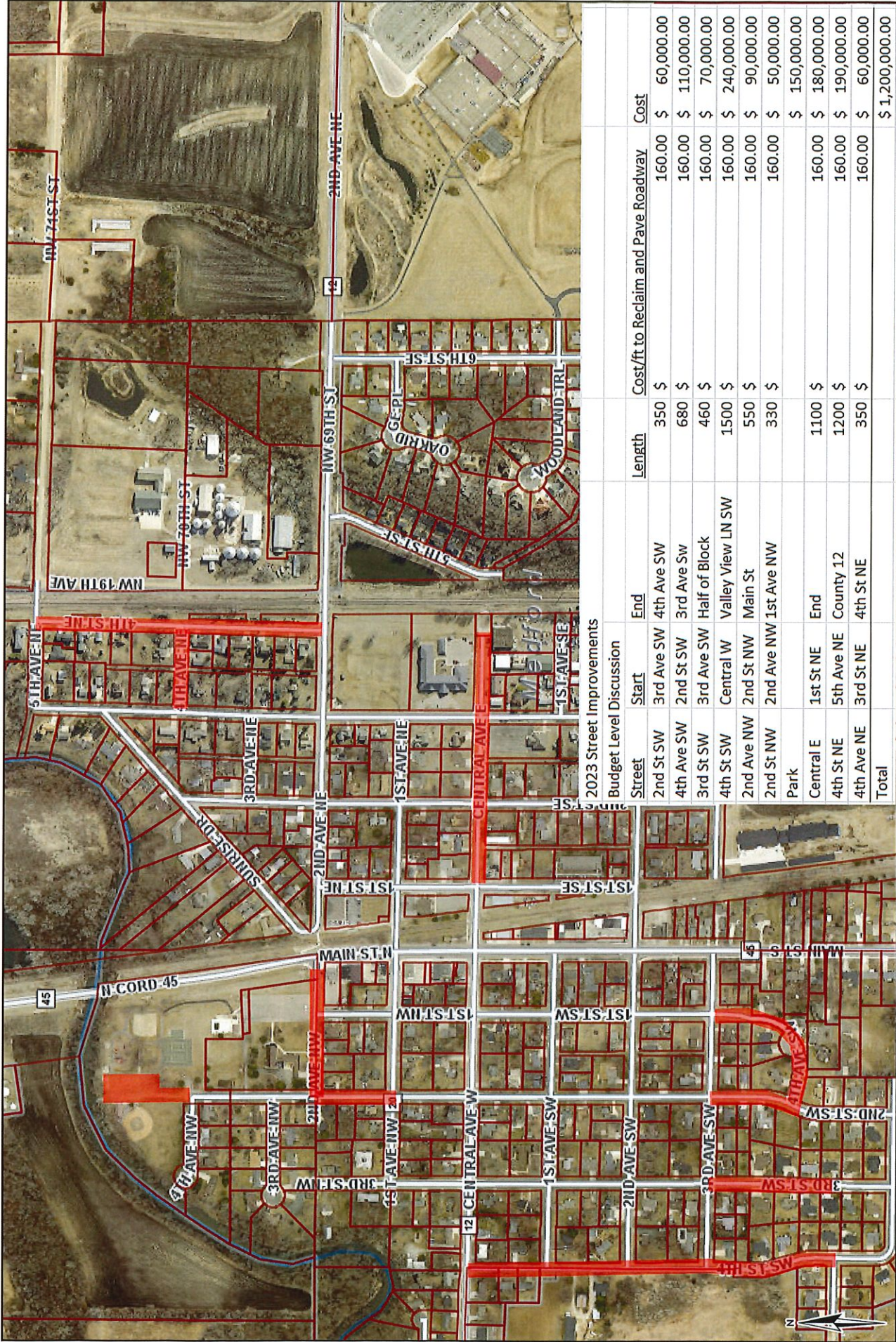
27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

Modified: 05/10/21 per City of
Medford comments.



2023 Street Improvements					Steele County	
2023 Street Improvements					September 21, 2022	
Budget Level Discussion	Start	End	Length	Cost/ft to Reclaim and Pave Roadway	Cost	
2nd St SW	3rd Ave SW	4th Ave SW	350	\$	160.00	\$ 60,000.00
4th St SW	2nd St SW	3rd Ave SW	680	\$	160.00	\$ 110,000.00
3rd St SW	3rd Ave SW	Half of Block	460	\$	160.00	\$ 70,000.00
4th St SW	Central W	Valley View LN SW	1500	\$	160.00	\$ 240,000.00
2nd Ave NW	2nd St NW	Main St	550	\$	160.00	\$ 90,000.00
2nd St NW	2nd Ave NW	1st Ave NW	330	\$	160.00	\$ 50,000.00
Park						\$ 150,000.00
Central E	1st St NE	End	1100	\$	160.00	\$ 180,000.00
4th St NE	5th Ave NE	County 12	1200	\$	160.00	\$ 190,000.00
4th Ave NE	3rd St NE	4th St NE	350	\$	160.00	\$ 60,000.00
Total						\$ 1,200,000.00

Disclaimer: Steele County, MN makes no representations or warranties, express or implied, with respect to the use or fitness of the data provided. THE DATA IS PROVIDED "AS IS" WITH NO GUARANTEE OR REPRESENTATION OF PERFORMANCE, MERCHANTABILITY, RELIABILITY, OR FITNESS OF THE DATA FOR ANY PARTICULAR PURPOSE. Steele County, MN is not responsible for any errors, omissions, or special, incidental, compensatory or consequential damages or third party claims resulting in the use of this data, even if such damages or claims are foreseeable. This data may not be used in states that do not allow the exclusion or limitation of liability or consequential damages.



MEMORANDUM

TO: Council

FROM: Jed Petersen
Administrative Director of Operations

DATE: September 2022

RE: Update

Public Works:

Water

- P&R Construction will begin replacing 5 bad water valves this week
- Working with the insurance to replace the 6" water meter that was damaged by lightning at the Outlet water tower

Wastewater

- Mixer was installed again and failed again
- Preparing to haul biosolids at the end of October

Streets/Park/Pool

- With the use of Steele County's equipment public works removed all the brush along the old railroad tracks
- cleaned storm sewer
- Rented a mini excavator and dug out the outfalls for the storm sewer
- M&W repaired street asphalt from water main breaks

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<https://calendar.google.com/calendar/u/0/r/month/2022/9/1?tab=tc>

TO: Council

FROM: Elizabeth Jackson
City Clerk

DATE: September 2022

RE: City Financial Report/General Updates

Background:

The Workers Compensation Audit has been completed. Preparations are underway for the final election for the year on November 8, 2022.

I have filed the necessary appeal paperwork with the Department of Revenue regarding the Liquor Store Sales tax. The excel spreadsheet that has been used for several years to compute the liquor store sales tax was incorrect. After meeting with the City Auditors the mistakes were found and corrected. The updated spreadsheets and other documentation has been sent to the Department of Revenue along with a letter explaining the errors. No further action is required at this time to correct this issue.

No action is required by Council.

Public Hearing Information

City or School District: City of Medford

Date of TNT Hearing: December 26, 2023
(must be after 11/24 and no later than 12/30)

Time of Hearing: 7:00 pm
(must be 6 p.m. or later)

Building Name or Location of Hearing: Medford City Hall

Room Name or Number (if applicable): _____

Address: 408 2nd Ave SE Medford MN 55049
(street address, city, state, zip)

Contact & Referendum Information

Contact Name: Elizabeth Jackson

Address: 408 2nd Ave SE Medford MN 55049
(to be printed on TNT Notice)

Telephone Number: 507-455-2866
(to be printed on TNT Notice)

Referendum Pending: Yes ☐

No ☒