

Council Present: Lori Copler, Jesse Messner, Curt Carrigan, Andrea Matheny

Council Absent: Rich Pohlmeier

Staff Present: Lori Cacka, Chad Draeger, Larry Warzecha

Visitors: John Rodeberg, Brody Bratsch, Phil Mangis

Vice Mayor Copler called the meeting to order.

Motion by Council Member Carrigan, seconded by Council Member Messner and carried to approve the consent agenda as follows: Approve minutes of the regular meeting on 1/3/2023. Approve February Treasurers Report. Approve payment of the claims and payroll including check numbers 45209-45287, 162-171, 800256-800271 in the amount of \$334,082.51. Approve new bills written/to be written. **2023 – 011**

John Rodeberg and Brody Bratsch from Short Elliott Hendrickson Inc. presented a new supplemental letter agreement.

BE IT RESOLVED by the City Council of Brownton, to approve the supplemental letter agreement for general municipal engineering on-call services with Short Elliot Hendrickson, Inc. not to exceed \$4,500 each for 2023 and 2024.

THE FOREGOING RESOLUTION was introduced and moved for adoption by Council Member Messner, seconded by Council Member Carrigan and with all members voting in favor thereof, said resolution was declared duly passed and adopted. **2023 – 012**

Public Works submitted his report-snow has consumed most of their time during January. They will work on opening up catch basins. The new truck should be here tomorrow. They are going to wait to install the radio until we get the new ones for the BFD and Police and maybe put a newer one in the truck.

Officer Warzecha submitted their report. Doing more during school drop off/pickup hours now that they are both here more. Working on cleaning up the PD. The annual report was handed out.

EXCEPTION AGREEMENT BETWEEN MCLEOD COOPERATIVE POWER ASSOCIATION AND THE CITY OF BROWNTON

THIS AGREEMENT, made this 7th day of February, 2023, by and between MCLEOD COOPERATIVE POWER ASSOCIATION, a corporation organized under the laws of State of Minnesota (hereinafter referred to as “the Cooperative”) and the CITY OF BROWNTON, a municipal corporation organized under the laws of State of Minnesota, by its Brownton Utilities Commission (hereinafter referred to as “the City”), individually or collectively referred to as a “Party” or “Parties”.

RECITALS

WHEREAS, the Cooperative and the City each have electric service areas assigned by the Minnesota Public Utilities Commission in which the Parties have exclusive rights to provide electric service to customers within their respective territories; AND

WHEREAS, the River’s Edge Concrete, LLC is seeking electric service from the City located at 335 3rd St S, Brownton, Minnesota (“Customer”) within the City’s service territory; AND

WHEREAS, the City does not have electrical facilities near the Customer property; AND

WHEREAS, the Cooperative does have electrical facilities near the Customer’s property; AND

WHEREAS, the Customer requests to have its electric service provided by the Cooperative from its electrical distribution system; AND

WHEREAS, the Parties have come to a mutual agreement that will allow the Cooperative to provide electric service by exception to the Customer's premises within the exception area.

NOW, THEREFORE, in consideration of the promises exchanged herein, the Parties agree as follows:

Scope of Agreement: The scope of this agreement is limited to commercial electric service within the exception area specifically identified on Exhibit "A" attached hereto and incorporated herein, and legally described as:

That Part of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4) and that part of Government Lot Four (4), all in Section Thirty-one (31), Township One Hundred Fifteen (115), Range Twenty-nine (29), described as follows: Commencing at the southwest corner of said Southeast Quarter of the Northwest Quarter; thence North 00 degrees 09 minutes 12 seconds East, assumed bearing, along the west line of said Southeast Quarter of the Northwest Quarter 827.47 feet to the point of beginning of the land to be described; thence North 89 degrees 09 minutes 18 seconds East, parallel with the south line of said Southeast Quarter of the Northwest Quarter 605.39 feet; thence North 00 degrees 09 minutes 12 seconds East, parallel with said west line and parallel with the west line of said Government Lot 4 a distance of 941.93 feet to the centerline of County Highway No. 32 (formerly U.S. Highway No. 212); thence southwesterly 640.71 feet along said centerline, along a nontangential curve concave to the south, said curve has a radius of 1910.08 feet, a central angle of 19 degrees 13 minutes 09 seconds and a chord bearing of South 71 degrees 48 minutes 31 seconds West to the west line of said Government Lot 4; thence South 00 degrees 09 minutes 12 seconds West along said west line of Government Lot 4 and along said west line of the Southeast Quarter of the Northwest Quarter 751.77 feet to the point of beginning.

EXCEPTING THEREFROM Parcel 207 of Minnesota Department of Transportation Right of Way Plat No. 43-9, according to the recorded plat thereof.

This property is located in McLeod County, State of MN
Parcel ID# 13.031.2100

Compensation: The Parties agree that the Cooperative shall compensate the City for the transfer of the Customer in the amount of a one-time payment of \$1,500.00, due and payable prior to the electric service being energized for the Customer service.

Facilities Costs: The Cooperative shall install the required facilities to the termination point on the Customer's property.

Reservation of Rights: Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any Party.

No Precedent: The Parties recognize that this agreement is the result of negotiations between the Parties and does not represent any binding or legal precedent on any party in any other matter.

Agreement Drafted Jointly: The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Agreement, and in the event of a dispute, responsibilities for any ambiguities arising from any provision of this Agreement shall be shared equally among the Parties.

Effective Date: The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.

Term of Agreement: The initial term of this Agreement shall be for a period of one hundred twenty (120) months commencing on the first day of the first month following the effective date of this Agreement and continuing on a month-to-month basis thereafter, unless terminated sooner as provided in this Agreement.

Termination of Agreement: Upon the expiration of the initial term of this Agreement, either Party may terminate this Agreement for any reason by either Party giving to the other Party sixty (60) days' written notice.

Notice: Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instrument and other documents as are reasonably necessary to effectuate the expressions hereby.

THE FOREGOING AGREEMENT was introduced and moved for adoption by Council Member Carrigan, seconded by Council Member Messner and with all present voting in favor thereof, said resolution was declared duly passed and adopted. **2023 – 013**

Councilmember Copley talked about the floor quotes. Questions on the floor were discussed. Check with Braun on moisture testing. Quotes came from Heintz, Empire Today (3), Profi and Swedebro. This was tabled until next month to get more information.

BE IT RESOLVED by the City Council to waive the community center rental fee for the Belgium Waffle fundraiser organized by the Brownston Day Committee.

THE FOREGOING RESOLUTION was introduced and moved for adoption by Council Member Messner, seconded by Council Member Matheny and with all present voting in favor thereof, said resolution was duly passed and adopted. **2023 – 014**

BE IT RESOLVED by the City Council to grant the requested On-Sale Liquor License to the Brownston Baseball Association for calendar year 2023.

THE FOREGOING RESOLUTION was introduced and moved for adoption by Council Member Messner, seconded by Council Member Carrigan and with all present voting in favor thereof, said resolution was duly passed and adopted. **2023 – 015**

A new job description has been created for a police officer/administrative position.

BE IT RESOLVED by the City Council to approve the new job description for a police officer/administrative position.

THE FOREGOING RESOLUTION was introduced and moved for adoption by Council Member Messner, seconded by Council Member Matheny and with all present voting in favor thereof, said resolution was declared duly passed and adopted. **2023 – 016**

There were no donations to approve from January.

Building permits were handed out. The auditor will be here tomorrow through Friday. There will be a workshop on Wednesday, February 15th, at 6pm in Council Chambers. The annual fire department and townships meeting will be held on Monday, January 27th, at 7pm in the fire hall.

Meeting was adjourned.

Minutes to be presented for approval 3/7/2023

Lori Cacka, City Clerk

162	12/06/2022	DELTA DENTAL PLAN OF MINNESOTA	dec billing	\$ 107.70
163	12/06/2022	HEALTH PARTNERS	jan billing	\$ 3,726.99
164	12/06/2022	TRI COUNTY WATER	nov billing	\$ 38.36
165	12/27/2022	AT & T MOBILE	nov billing	\$ 133.89
166	12/27/2022	VOID	Void Check	\$ -
167	12/27/2022	CHASE CARD SERVICES	nov billing	\$ 3,587.21
168	12/27/2022	FURTHER	part fee	\$ 15.00
169	12/27/2022	MN DEPT OF REVENUE SALES	nov sales tax	\$ 3,653.00
170	12/27/2022	RS FIBER COOP	nov billing	\$ 736.65
171	12/27/2022	USDA-RD LOAN PYMT	loan pymt	\$ 188,968.51
45209	12/06/2022	MARK CACKA	Fire Depart annual wages	\$ 554.10
45210	12/06/2022	LORI COPLER	Fire Depart annual wages	\$ 1,154.37
45211	12/06/2022	CHRISTOPHER HANSCH	Fire Depart annual wages	\$ 1,108.20
45212	12/06/2022	SHANNON JERABEK	Fire Depart annual wages	\$ 480.22
45213	12/06/2022	LANCE MATHENY	Fire Depart annual wages	\$ 480.22
45214	12/06/2022	JESSE MESSNER	Fire Depart annual wages	\$ 669.54
45215	12/06/2022	MARK CACKA	monthly	\$ 138.53
45216	12/06/2022	BARBARA MATHWIG	monthly	\$ 151.29
45217	12/06/2022	MARK STREICH	monthly	\$ 731.19
45218	12/06/2022	ACE HARDWARE HUTCHINSON	supplies	\$ 17.77
45219	12/06/2022	ALLINA HEALTH SYSTEM	4th qtr billing	\$ 404.85
45220	12/06/2022	ALPHA WIRELESS COMMUNICATIONS	paggers	\$ 4,912.00
45221	12/06/2022	AM CONSERVATION GROUP, INC.	low income kits	\$ 1,361.60
45222	12/06/2022	BRANDON POLIFKA	freezer rebate	\$ 25.00
45223	12/06/2022	CHAD DRAEGER	shoes	\$ 349.73
45224	12/06/2022	GALLS	uniforms	\$ 110.67
45225	12/06/2022	GAVIN JANSSEN STABENOW & MOLDA	nov billing	\$ 1,156.00
45226	12/06/2022	GLENCOE COOP ASS'N	nov billing	\$ 1,504.41
45227	12/06/2022	GLENCOE REGIONAL HEALTH	BH physical	\$ 704.78
45228	12/06/2022	HUTCHINSON UTIL.COMMISSION	nov billing	\$ 17,817.57
45229	12/06/2022	KRANZ LAWN & POWER	blades	\$ 83.97
45230	12/06/2022	MCLEOD PUBLISHING INC.	nov billing	\$ 79.90
45231	12/06/2022	MENARDS HUTCHINSON	supplies	\$ 18.57
45232	12/06/2022	MN DEPT OF HEALTH	4th qtr 2022	\$ 784.00
45233	12/06/2022	MUNI CLERKS & FINANCE OFFICERS	clerks memberships 2023	\$ 100.00
45234	12/06/2022	NORMAN SCHWARZE	phone	\$ 40.00
45235	12/06/2022	RS FIBER COOP	nov billing	\$ -
45236	12/06/2022	RUNNING'S SUPPLY, INC.	supplies	\$ 167.38
45237	12/06/2022	SECURITY BANK & TRUST CO	nov billing	\$ 35,039.64
45238	12/06/2022	SPECIALTY SOLUTIONS	ice melt tote	\$ 299.70
45239	12/06/2022	SPENCER GLAESER	phone	\$ 20.00
45240	12/06/2022	ST MN OFFICE PIPELINE SAFETY	7/1/22-9/30/22	\$ 19.20
45241	12/06/2022	UNITED FARMERS COOPERATION	10/1-11-1 trans	\$ 1,797.30
45242	12/06/2022	UTILITY CONSULTANTS, INC.	samples 10/20,27 11/3,10,17,23	\$ 1,234.01

45243	12/13/2022	KENNETH BAUER	Bi-weekly 12/31/2022	\$ 368.22
45244	12/13/2022	LORI CACKA	Bi-weekly 12/31/2022	\$ 1,324.61
45245	12/13/2022	CHAD DRAEGER	Bi-weekly 12/31/2022	\$ 1,504.98
45246	12/13/2022	SPENCER GLAESER	Bi-weekly 12/31/2022	\$ 1,412.42
45247	12/13/2022	BRYAN HASBARGEN	Bi-weekly 12/31/2022	\$ 214.83
45248	12/13/2022	DIANA KLABUNDE	Bi-weekly 12/31/2022	\$ 679.80
45249	12/13/2022	KARL KOFORD	Bi-weekly 12/31/2022	\$ 1,744.62
45250	12/13/2022	LARRY WARZECHA	Bi-weekly 12/31/2022	\$ 659.89
45251	12/27/2022	CHAD DRAEGER	sick leave payout	\$ 817.93
45252	12/27/2022	DOUGLAS BLOCK	Council 2nd 1/2	\$ 766.50
45253	12/27/2022	CURT CARRIGAN	Council 2nd 1/2	\$ 618.74
45254	12/27/2022	LORI COPLER	Council 2nd 1/2	\$ 858.85
45255	12/27/2022	JESSE MESSNER	Council 2nd 1/2	\$ 895.79
45256	12/27/2022	NORMAN SCHWARZE	Council 2nd 1/2	\$ 840.38
45257	12/27/2022	LORI CACKA	Bi-weekly	\$ 1,298.00
45258	12/27/2022	CHAD DRAEGER	Bi-weekly	\$ 1,939.90
45259	12/27/2022	SPENCER GLAESER	Bi-weekly	\$ 1,473.70
45260	12/27/2022	BRYAN HASBARGEN	Bi-weekly	\$ 829.32
45261	12/27/2022	DIANA KLABUNDE	Bi-weekly	\$ 646.93
45262	12/27/2022	KARL KOFORD	Bi-weekly	\$ 2,104.97
45263	12/27/2022	LARRY WARZECHA	Bi-weekly	\$ 681.40
45264	12/27/2022	AUTO VALUE GLENCOE	filters	\$ 506.02
45265	12/27/2022	B & C PLUMBING AND HEATING	water heater issues	\$ 100.00
45266	12/27/2022	BUREAU OF CXRIM APPREHENSION	10/22-6/23 cjdn accs fee	\$ 450.00
45267	12/27/2022	CAROLYN WESTPHAL	elec dep refund	\$ 264.92
45268	12/27/2022	CARS ON PATROL SHOP LLC	labor on repairs	\$ 150.00
45269	12/27/2022	VOID	Void Check	\$ -
45270	12/27/2022	CITY OF BROWNTON	nov billing	\$ 7,432.83
45271	12/27/2022	CREEKSIDE SOILS	2022 clean out	\$ 2,907.50
45272	12/27/2022	DAN SALAS	toyota	\$ 55.00
45273	12/27/2022	GALLS	uniforms	\$ 46.91
45274	12/27/2022	HAWKINS, INC	rental	\$ 40.00
45275	12/27/2022	KARL KOFORD	meal reimbursement	\$ 14.00
45276	12/27/2022	MAGUIRE IRON, INC.	misc charges	\$ 36.50
45277	12/27/2022	MCLEOD COOPERATIVE POWER ASS'N	nov billing	\$ 40.57
45278	12/27/2022	MENARDS HUTCHINSON	misc items	\$ 64.88
45279	12/27/2022	METRO SALES, INC.	nov billing	\$ 20.91
45280	12/27/2022	MN DEPT OF COMMERCE	3rd atr indir assess	\$ 31.52
45281	12/27/2022	MN STATE FIRE CHIEFS ASS'N	membership renew	\$ 220.00
45282	12/27/2022	NEUBARTH LANDSCAPING	chipper rental	\$ 1,107.00
45283	12/27/2022	PETTY CASH FUND	replenish	\$ 72.28
45284	12/27/2022	SHORT ELLIOT HENDRICKSON, INC	general eng	\$ 4,640.76
45285	12/27/2022	TITAN MACHINERY - SHAKOPEE	filters for pay loader	\$ 420.29
45286	12/27/2022	WEST CENTRAL SANITATION	nov billing	\$ 3,848.03
45287	12/27/2022	XCEL ENERGY	nov billing	\$ 60.00

800256	12/06/2022	IRSEFT	Remittance Check	\$	736.70
800257	12/06/2022	IRSEFT	Remittance Check	\$	237.32
800258	12/06/2022	STATE INCOME TAX	Remittance Check	\$	36.46
800259	12/06/2022	PERA	Remittance Check	\$	126.00
800260	12/13/2022	IRSEFT	Remittance Check	\$	2,403.54
800261	12/13/2022	STATE INCOME TAX	Remittance Check	\$	564.95
800262	12/13/2022	PERA	Remittance Check	\$	2,016.83
800263	12/13/2022	HSA EFT	Remittance Check	\$	435.00
800264	12/27/2022	IRSEFT	Remittance Check	\$	271.48
800265	12/27/2022	STATE INCOME TAX	Remittance Check	\$	52.77
800266	12/27/2022	PERA	Remittance Check	\$	158.09
800267	12/27/2022	IRSEFT	Remittance Check	\$	659.48
800268	12/27/2022	IRSEFT	Remittance Check	\$	2,935.42
800269	12/27/2022	STATE INCOME TAX	Remittance Check	\$	691.02
800270	12/27/2022	PERA	Remittance Check	\$	2,509.86
800271	12/27/2022	HSA EFT	Remittance Check	\$	1,552.87
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					\$ 334,082.51