
OFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS
FROM: ANDREA BALLARD, DEPUTY CITY CLERK
SUBJECT: OCTOBER 7, 2024 COUNCIL MEETING
DATE: 10/1/2024

Please find enclosed information for the October 7th meeting at 5:00 p.m.

ITEM: Utility Billing Policy

BACKGROUND: Has been discussed at past meetings – this is something that our office needs to have in place.

RECOMMENDATION: Approve policy as presented.

ITEM: Midwest IT Quote for Annual Microsoft Office Subscriptions

BACKGROUND: This is an annual charge for services to conduct city business. Breakdown of this includes 15 Business Basic accounts and 2 Business Premium accounts. The Basic Accounts include: 5 Police Department Accounts (\$360), 3 Fire Department Accounts (\$216) 3 Public Works Accounts (\$216) and 3 City Council Accounts (\$216). The two Premium Accounts are for the City Administrator and the Deputy City Clerk.

RECOMMENDATION: Approve, this is something we use daily or need to have to conduct work.

ITEM: Appointment of Board Member for EDA

BACKGROUND: Nate Amborn resigned from President of EDA as of October 1st, 2024. This is the only application we received after posting for an opening.

RECOMMENDATION: Approve Tracie Schumann to be a board member on the EDA.

ITEM: South Park Gazebo

BACKGROUND: We have received no bids on the South Park Gazebo. This was listed initially at the price of \$1000.00 and was posted on our Facebook page and in the newspaper.

RECOMMENDATION: Consider lowering the price or posting elsewhere.

ITEM: Resolution 2024-20: Authorizing the \$40,000 budgeted transfer from Temperance Lake Ridge Excess Account to the City of Sherburn General account.

BACKGROUND: This was included in the 2024 budget to process this transfer. Transfers need to be done by council action.

RECOMMENDATION: Approve this resolution as it is a formality.

ITEM: Adjustment for Utility Bill at 130 S. Manyaska St.

BACKGROUND: This is the property that had a major water leak in February of 2024 that was caused by pipes bursting. This account has been charged for the water that ran through the meter, however currently there is no water usage at the property as it has been turned over to the bank and water has been shut off since February.

RECOMMENDATION: Approve the adjustment of \$12,847.34 off this account. This includes three months of sewer usage and one late fee. With this adjustment, the base fee of \$17.50 is still being applied to the account. The monthly charge of \$4295.24 for sewer usage is not reflective of the current usage at the property (0 gallons).

ITEM: Midco Business Contract Renewal Approval

BACKGROUND: Nothing has changed to any of the accounts; however, we have consolidated them all onto one business account. This is just a renewal for our contract with Midco for another 36 months.

RECOMMENDATION: Approve the contract service order.

See you all Monday,

Andrea

SHERBURN CITY COUNCIL MEETING

October 7, 2024 at 5:00 P.M. | CITY HALL, 21 E 1ST STREET

CALL TO ORDER

OPEN PUBLIC COMMENTS

- Persons may take one opportunity to address the council for three minutes about a topic not on the agenda. No notification of the mayor is required.
- Persons commenting on consent agenda may use this opportunity to speak.
- Persons who wish to speak about a regular agenda item must register with the clerk before the meeting.

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Regular Meeting – September 16, 2024 A
2. Special Meeting – September 25, 2024 A

CONSENT AGENDA (Persons commenting on consent item may speak under open public comments)

1. Approval of E-Checks 697-751 and Paper Check #45931-46015.

REGULAR AGENDA

1. Update from Rachel Hanson, Liquor Store Manager I
2. Utility Billing Policy A
3. Midwest IT quote for Annual Microsoft Office A
4. Appointment of Board Member for Economic Development Authority A
5. South Park Gazebo A
6. Resolution 2024-20: Authorizing the \$40,000 budgeted transfer from Temperance Lake Ridge Excess Bank Account to City of Sherburn General Account. A
7. Adjustment for Utility Bill at 130 S. Manyaska St. A
8. Midco Business Contract Renewal Approval A

POLICE CHIEF REPORT

ADMINISTRATOR'S UPDATE

REPORT FROM THE MAYOR AND COUNCILMEMBERS

ADJOURN

Next Regular Meeting Monday, February 5, 2024

MINUTES OF THE SHERBURN CITY COUNCIL MEETING
September 16, 2024 at 5:00 p.m. | Sherburn City Hall

Present: Mayor Robert Roesler, Councilmembers Brad Ringnell, Matt Larson, and Kurt Olson. Councilmember Sarah Kramer arrived at 5:10 p.m. Also present was Leslie Hefele, City Administrator and Andrea Ballard, Deputy Clerk.

Called to Order: Mayor Robert Roesler duly called the meeting to order at 5:00 p.m.

Approval of Agenda: Hefele had additions to the agenda, including gambling permit for Fox Lake Conservation League, final bill for Holtmeier construction, and Nicole Behrens to speak on EDA ventures. **Motion by Ringnell second by Olson to approve amended agenda.** Carried. 4-0 vote.

Approval of Minutes: Minutes of the Special Meeting and regular meeting minutes, motion by ringnell, second by Larson. Carried. 4-0 vote. FIX 4 MILLION TO 24 MILLION.

Approval of Consent Agenda: **Motion to approve by Larson as presented, second by Olson.** 4-0 vote. Carried.

- E-checks 693-742 and checks 45851-45932

Regular Agenda:

1. Utility bill policy – would like to look at and bring back to next meeting.
2. Fund Balance Policy – Resolution to be included: need to fix areas that are not included, such as WWTP and TLR. Policy: last few years there has been a lot of street and utility improvement, as well as the RO and the wastewater plant work, looking at ability to maintain fund balances are earning interest. Looking at difference between restricted funds and non-restricted funds. Look into the reason behind having these funds separated, and what future councils can and cannot do.
3. Fixed Asset Policy – look into if auditor agrees with depreciation schedule.
4. Investment Policy – have auditors review.
5. Resolution 2024-19 – Accepting Donation for SFD – Resolution Accepting Donation of \$1668.18 from Mary Schweiss for the Sherburn Fire Department. **Motion by Olson. Second by Kramer.**
6. Approval of internet upgrade at liquor store – Midwest IT : Hefele presented a quote, currently the network is dropping and IP addresses cannot function – this will bring in one port with 24 switches and includes fire wall. Cost for this is \$4046.46. **Motion by Olson to approve quote for \$4046.46. Second by Kramer.** Discussion: only MIDCO now, not Frontier.
7. Sherburn Fire Relief Gambling Permit – November 1, 2024 – **Motion to approve by Ringnell. Second by Olson.** Turkey Bingo is held on this day and will have a raffle. Carried 4-0 vote.
8. Sherburn Fire Relief Liquor License – November 1, 2024 – **Motion to approve by Olson. Second by Kramer.** Carried 4-0 vote.
9. Fox Lake Conservation League Gambling Permit – January 14th, 2025 raffle to be held at the community hall. **Motion to adjourn by Ringnell at 6:05. Second by Larson.** 5-0 vote. Carried.
10. Holtmeier Construction Final Payment – Derek Behrens, Bolton & Menk spoke on the watermain replacement from 2nd to Front St., manhole replacement from front and Osborne, and some sewer work completed from front to 2nd. Behrens spoke on this work

was completed back in June with a price coming in lower due to construction method. \$246,000 was former bid, to be paid separately from the MN DOT HWY 4 project invoice. However, this work was in desperate need to be replaced. Walk through for punch list with state staff, contractor, and public works. Close to 50 items on the punch list to be taken care of. **Motion by Ringnell to pay Holtmeier construction for the replacement of watermain, additional manhole and additional sanitary sewer. Second by Kramer.** 4-0 vote. Carried.

11. Nicole Behrens - Sherburn EDA has been working with Joshua Schutze through Martin County EDA, and Nicole has been given an opportunity to attend a conference called Community Ventures network. The EDA does not have business land available, however the City does. Council spoke on properties on Main St. including Foxy's, and the old hotel, and Pocket Park. Suggestion made to talk to Chase Crawford, who owns property by interstate. Nicole asked about any type of tax abatement – Olson stated pending who was interested and to handle this on a case by case basis.

Police Chief Update:

Chief Trevor Yochim – August Monthly Report – M. LARSON RETURNED @ 5:50 PM. PD would like the grass and weed control to come back to the PD, as that is how residents see it within the community. Yochim would you like PD notices to go through administration or to public works. Kramer, PD to public works. We can create a policy. Weeds aspect of this, as long as public works can be responsible for this. No other questions, comments or concerns noted.

Administrator Update:

No updates from Hefele. Ballard updated council on the City Hall office closure on Wednesday Oct. 2nd-Friday October 4th. – reach out to Irene for coverage. Ballard also asked council if they had any suggestions for service projects for MCW gives back.

Mayor and Council Update:

Matt Larson: Brought to City Hall's attention the brick molding by the east door is missing and should be repaired. Sarah Kramer: Concerns with some grass and weeds. Chief Yochim explained the process: a citation is issued, public works can mow if asked, then will go to County Attorney's office, reviews citation within weeks. Discussion regarding the streetlight by apartments on North Osborne and the Church, public works was not sure who's responsibility of these. Administrator will follow up.

The Sherburn City Council will be going into work session to regarding 2025 annual budget.

Motion by Ringnell to into work session at 5:30. Second by Olson. Carried.

Adjourn: **Motion to adjourn by Ringnell at 6:35. Second by Larson.**

Mayor Robert Roesler

Andrea Ballard, Deputy Clerk

SPECIAL MEETING OF THE SHERBURN CITY COUNCIL
September 25, 2024 at 6:15 p.m. | Sherburn City Hall

Present: Mayor Robert Roesler, Councilmembers Brad Ringnell, Matt Larson, Kurt Olson and Sarah Kramer. Also Present: Andrea Ballard, Deputy Clerk.

Special Meeting Agenda: **Motion to approve by Larson. Second by Kramer.** 5-0 vote. Carried.

Regular Agenda:

1. Resolution 2024-19 : **Motion by Ringnell to accept Resolution 2024-19. Second by Larson.** Roll Call Vote: Kramer, yea; Larson, yea; Ringnell, yea; Olson, yea; Roesler, yea. 5-0 vote. Carried. Discussion included: Started at 31.5%, then made street and EDA reductions, found money for state aid. Council would like updated budget worksheets. Ringnell discussed remembering the ambulance that is supposed to be replaced in 2026 when thinking about designated set asides, as it will then be 10 years old with 70k miles already.
2. Approval of the 2023 Yearly Audit as prepared by Burkhardt & Burkhardt - Only changes that were made to the 2023 audit were added to the draft. MLS has a 43k deficit as sales were down in 2023 which can account for some of the deficit, as well as wages. **Motion to accept the 2023 audit by Olson, second by Ringnell as prepared by B&B. Discussion included finding out what the \$114,335 of transfers out of TLR. 5-0 vote. Carried.**
3. Advertising for City Hall Position – Discussion included if a community our size needed an administrator or could have City Offices staffed by a Clerk and Deputy Clerk. We cannot afford a City Administrator. Larson stated concerns regarding inability to afford City Administrator and Kramer mentioned not wanting to oversee personnel concerns. Discussion also included our bond rating being low and having an overall need to lower expenditures as it will impact how we are able to do business. Direction given to Ballard of obtaining sample job descriptions and the need for council to make a wage adjustment at future meeting for Ballard. Also, post for a Deputy Clerk job opening, salary dependent on experience, applications to close at noon on October 18th.
4. Cell Phone for City Hall Staff – **Motion by Larson to research packages from Verizon for a cell phone to be used for City Hall staff. Second by Ringnell.** 5-0 vote. Carried.

Adjourn: **Motion by Ringnell. Second by Larson.** 5-0 vote. Carried. Adjourned at 7:32 p.m.

Mayor Robert Roesler

Andrea Ballard, Deputy Clerk

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
697 e	09/03/24	BREAKTHRU BEVERAGE			
E 609-49750-333		Freight	\$24.10	117135387	FREIGHT
E 609-49750-251		Liquor Purchased	\$1,374.04	117349422	LIQUOR PURCHASED
		Total	\$1,398.14		
698 e	09/03/24	WEX FLEET KUM & GO			
E 100-43100-212		Motor Fuels	\$293.00	99389693	MOTOR FUEL
		Total	\$293.00		
703 e	09/03/24	PERA			
G 100-21704		PERA Payable	\$2,491.40		PR PER 17 - 2024 PERA PAYMENT
		Total	\$2,491.40		
705 e	09/04/24	MARTIN BROS			
E 609-49750-333		Freight	\$6.50	1668187	FREIGHT
E 609-49750-259		Misc Merch Purchased	\$1,019.39	1668187	FOOD PURCHASE
		Total	\$1,025.89		
708 e	09/03/24	MIDWEST IT SYSTEMS			
E 100-41000-201		Office Supplies	\$773.81	41223	LAPTOP COMPUTER - ADMIN PORTION
E 601-49400-201		Office Supplies	\$309.53	41223	LAPTOP COMPUTER - WTP PORTION
E 602-49450-201		Office Supplies	\$309.53	41223	LAPTOP COMPUTER - WWTP PORTION
E 609-49750-201		Office Supplies	\$154.75	41223	LAPTOP COMPUTER - MLS PORTION
		Total	\$1,547.62		
709 e	09/03/24	AFLAC			
G 100-21710		AFLAC	\$349.98	178218	AUGUST BILLING
		Total	\$349.98		
710 e	09/03/24	AMAZON CAPITAL SERVICES			
E 610-46500-220		Building Rep/Maint	\$112.71		AIR FILTERS
E 610-46500-220		Building Rep/Maint	\$207.82		210 N. OSBORNE ST. RANGE HOOD AND OUTDOOR LIGHT
E 610-46500-220		Building Rep/Maint	\$26.69		210 N. OSBORNE ST. LIGHT BULBS
E 602-49450-201		Office Supplies	\$41.56		OFFICE SUPPLY
E 100-43100-210		Operating Supplies	\$50.21		DOLLY MOVING STRAPS
E 100-41000-201		Office Supplies	\$91.88		W-2C FORMS
		Total	\$530.87		
711 e	09/03/24	ARAMARK			
E 609-49750-210		Operating Supplies	\$174.13	2560286487	LAUNDRY, MATS, BAR RAGS
E 601-49400-210		Operating Supplies	\$159.98	2560286488	MATS AND MOPS
E 609-49750-210		Operating Supplies	\$216.45	2560291185	LAUNDRY, MATS, BAR RAGS
E 601-49400-210		Operating Supplies	\$159.98	2560291186	MATS AND MOPS
		Total	\$710.54		
712 e	09/03/24	Ingage I.T.			
E 609-49750-438		Fees & Permits	\$100.00	238166	FOCUS SOFTWARE FEE
		Total	\$100.00		
714 e	09/04/24	PLUNKETTS			
E 100-41000-220		Building Rep/Maint	\$84.74	8754372	CITY HALL PEST AND RODENT PROGRAM

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
			Total	\$84.74	
734 e	09/06/24	FUELMAN FLEETCOR			
E 100-42200-212		Motor Fuels	\$408.39	NP66995832	MOTOR FUEL
			Total	\$408.39	
739 e	09/09/24	MN CHILD SUPPORT PYMT CNTR			
G 100-21714		Child Support	\$433.31		2024 PR PER 18 PAYMENT
			Total	\$433.31	
740 e	09/09/24	UNITED STATES TREASURY			
G 100-21701		Federal Income Tax Paya	\$1,079.73		2024 PR PER 18 & 18.01
G 100-21703		FICA Payable	\$3,266.08		2024 PR PER 18 & 18.01
			Total	\$4,345.81	
741 e	09/09/24	MN DEPT OF REVENUE			
G 100-21702		State Income Tax Payable	\$787.57		2024 PR PER 18 PAYMENT
			Total	\$787.57	
742 e	09/09/24	PERA			
G 100-21704		PERA Payable	\$2,489.89		2024 PR PER 18 PAYMENT
			Total	\$2,489.89	
743 e	09/17/24	MIDCONTINENT COMMUNICATIONS			
E 602-49450-321		Telephone/Phone/Internet	\$538.64		550 FAIRMONT AVE - WWTP
			Total	\$538.64	
744 e	09/17/24	MIDCONTINENT COMMUNICATIONS			
E 100-43100-321		Telephone/Phone/Internet	\$113.97		221 FAIRMONT AVE - STREET SHOP INTERNET
			Total	\$113.97	
745 e	09/17/24	FUELMAN FLEETCOR			
E 100-42200-212		Motor Fuels	\$421.73	67097474991	MOTOR FUEL
			Total	\$421.73	
746 e	09/19/24	MN DEPT OF REVENUE			
G 601-21720		Sales Tax Payable	\$2,810.00		WTP SALES TAX
G 609-21720		Sales Tax Payable	\$7,045.00		MLS SALES TAX
			Total	\$9,855.00	
747 e	09/25/24	BREAKTHRU BEVERAGE			
E 609-49750-251		Liquor Purchased	\$965.77	117569589	LIQUOR PURCAHSE
E 609-49750-251		Liquor Purchased	\$391.05	117786681	LIQUOR PURCAHSE
			Total	\$1,356.82	
748 e	09/27/24	MN CHILD SUPPORT PYMT CNTR			
G 100-21714		Child Support	\$433.31		PR PER 19 PAYMENT
			Total	\$433.31	
749 e	09/27/24	PERA			
G 100-21704		PERA Payable	\$2,132.68		PR PER 19 PAYMENT
			Total	\$2,132.68	
750 e	09/27/24	US TREASURY			

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 100-21703		FICA Payable	\$3,147.90		PR PER 19 - 2024
G 100-21701		Federal Income Tax Paya	\$3,726.50		PR PER 19 - 2024
		Total	\$6,874.40		
751 e	09/27/24	MN DEPT OF REVENUE			
G 100-21702		State Income Tax Payable	\$1,366.07		2024 PR PER 19
		Total	\$1,366.07		
45931	09/09/24	SHERBURN/WELCOME POLICE DEPT			
E 100-42100-450		Training Expense	\$3,040.93	00008693	2024 POLICE TRAINING REIMB.
		Total	\$3,040.93		
45932	09/10/24	TOW DISTRIBUTING CO			
E 609-49750-252		Beer Purchased	\$4,523.70	201770	BEER PURCHASE
E 609-49750-260		Bar Supplies Purchased	\$31.75	201780	1919 ROOTBEER PURCHASE
E 609-49750-252		Beer Purchased	\$105.80	201782	BEER PURCHASE
		Total	\$4,661.25		
45933	09/13/24	AMERICAN WELDING & GAS			
E 609-49750-333		Freight	\$40.57	0010266598	CO2 - FREIGHT
E 609-49750-210		Operating Supplies	\$227.42	0010266598	CO2
		Total	\$267.99		
45934	09/13/24	ARNOLD MOTOR SUPPLY			
E 100-43100-210		Operating Supplies	\$61.44	06NV104697	SHOP SUPPLIES
E 100-42200-210		Operating Supplies	\$0.49	09NV104919	STD MINI LAMP - FIRE
		Total	\$61.93		
45935	09/13/24	ATLANTIC COCA-COLA			
E 100-41000-101		Wages and Salaries	\$371.15	4718597	POP PURCHASE
		Total	\$371.15		
45936	09/13/24	BADGER METER			
E 601-49400-433		Dues & Subscriptions	\$42.32	80168292	MONTHLY SERVICES FOR AUGUST
		Total	\$42.32		
45937	09/13/24	BANYON DATA SYSTEMS			
E 100-41000-302		Professional Services	\$195.00	00165610	ANNUAL - UB DIRECT PAYMENT SUPPORT
E 100-41000-450		Training Expense	\$200.00	00165633	FUND ACCT - TRAINING FOR AB. - ONE TIME
		Total	\$395.00		
45938	09/13/24	BURKHARDT & BURKHARDT, LTD			
E 100-41000-300		Legal/Accounting	\$25.00	3013	ASSIST LESLIE WITH CODE TRANSFER FROM INVESTMENT TO CHECKING
		Total	\$25.00		
45939	09/13/24	DAHLEIMER BEVERAGE			
E 609-49750-259		Misc Merch Purchased	\$1,726.25	2259186	BEER PURCHASE
E 609-49750-259		Misc Merch Purchased	\$1,957.05	2264935	BEER PURCHASE
E 609-49750-259		Misc Merch Purchased	\$3,727.00	2270540	BEER PURCHASE
		Total	\$7,410.30		
45940	09/13/24	DIXIE CRISSINGER			
E 609-49750-259		Misc Merch Purchased	\$29.64	083124	FOOD PURCHASE

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
			Total	\$29.64	
45941	09/13/24	FRONTIER COMMUNICATIONS			
E 609-49750-321		Telephone/Phone/Internet	\$101.05	082524	LIQUOR STORE HIGH SPEED INTERNET
			Total	\$101.05	
45942	09/13/24	GOPHER STATE ONE-CALL			
E 100-43100-210		Operating Supplies	\$18.90	4080743	AUGUST BILLABLE TICKETS
			Total	\$18.90	
45943	09/13/24	H2O INNOVATION			
E 601-49400-210		Operating Supplies	\$2,691.74	CD141948	WTP SPECTRAGUARD
			Total	\$2,691.74	
45944	09/13/24	HERMEL			
E 609-49750-210		Operating Supplies	\$54.45	1028381	OP SUPPLY
E 609-49750-333		Freight	\$8.95	1029328	FREIGHT
E 609-49750-210		Operating Supplies	\$31.29	1029328	OP SUPPLY
E 609-49750-259		Misc Merch Purchased	\$541.64	1029328	FOOD PURCHASE
E 609-49750-333		Freight	\$8.95	1033137	FREIGHT
E 609-49750-259		Misc Merch Purchased	\$668.50	1033137	FOOD PURCHASE
E 609-49750-333		Freight	\$8.95	1033762	FREIGHT
E 609-49750-259		Misc Merch Purchased	\$786.02	1033762	FOOD PURCHASE
E 609-49750-333		Freight	\$8.95	1034124	FREIGHT
E 609-49750-259		Misc Merch Purchased	\$751.04	1034124	FOOD PURCHASE
E 609-49750-333		Freight	\$8.95	1035053	FREIGHT
E 609-49750-259		Misc Merch Purchased	\$465.99	1035053	FOOD PURCHASE
			Total	\$3,343.68	
45945	09/13/24	JASON HOFFMAN			
E 609-49750-220		Building Rep/Maint	\$60.00	963595	BEER LINES CLEANED
			Total	\$60.00	
45946	09/13/24	JEFFERSON FIRE & SAFETY			
E 100-42200-210		Operating Supplies	\$34.19	317879	DRUM AND PAIL WRENCH
			Total	\$34.19	
45947	09/13/24	JOHNSON BROTHERS LIQUOR			
E 609-49750-333		Freight	\$11.88	2613102	
E 609-49750-251		Liquor Purchased	\$544.60	2613102	
E 609-49750-253		Wine Purchased	\$52.00	2613102	
E 609-49750-333		Freight	\$7.92	6838560	
E 609-49750-251		Liquor Purchased	\$304.00	6838560	
E 609-49750-253		Wine Purchased	\$235.30	6838560	
			Total	\$1,155.70	
45948	09/13/24	KELLEY HANSON			
E 609-49750-201		Office Supplies	\$2.73	082724	BAR/KITCHEN REIMB
E 609-49750-259		Misc Merch Purchased	\$60.40	082724	BAR/KITCHEN REIMB
			Total	\$63.13	
45949	09/13/24	LOCAL LUMBER, LLC			
E 602-49450-210		Operating Supplies	\$38.73	1330	SUPPLIES

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 610-46500-220		Building Rep/Maint	\$38.97	1370	210 N. OSBORNE ST. REPAIR - CAULK
E 601-49400-210		Operating Supplies	\$229.99	661	PUMP SUMP
E 100-42200-439		Miscellaneous Expense	\$32.99	697	COOLER - TO BE REIMBURSED BY SFRA
E 100-43100-210		Operating Supplies	\$37.98	799	SHOP SUPPLIES
E 610-46500-220		Building Rep/Maint	\$116.52	839	210 N. OSBORNE ST. REPAIR - MATERIALS
E 610-46500-220		Building Rep/Maint	\$59.89	933	210 N. OSBORNE ST. REPAIR - MATERIALS
		Total	\$555.07		
45950	09/13/24	MARTIN COUNTY STAR			
E 100-41000-351		Notices & Publications	\$21.00	000349	LEGAL NOTICE - SEALED BIDS 8/28
		Total	\$21.00		
45951	09/13/24	MN FIRE SERVICE CERT BOARD			
E 100-42200-433		Dues & Subscriptions	\$131.25		FIRE RECERTICIATIONS (5)
		Total	\$131.25		
45952	09/13/24	TOW DISTRIBUTING CO			
E 609-49750-252		Beer Purchased	\$2,175.75	104351	BEER PURCHASE
E 609-49750-252		Beer Purchased	\$234.20	104354	BEER PURCHASE
E 609-49750-252		Beer Purchased	(\$32.60)	202520	BEER PURCHASE
E 609-49750-252		Beer Purchased	\$1,389.20	203265	BEER PURCHASE
E 609-49750-252		Beer Purchased	\$92.60	203271	BEER PURCHASE
E 609-49750-252		Beer Purchased	(\$150.00)	203273	BEER PURCHASE
		Total	\$3,709.15		
45953	09/13/24	VERIZON WIRELESS			
E 100-42200-321		Telephone/Phone/Internet	\$162.48		AMB, MIFI, JETPACK
E 602-49450-321		Telephone/Phone/Internet	\$41.23		WWTP CELL PHONE
E 601-49400-321		Telephone/Phone/Internet	\$41.23		WTP CELL PHONE
		Total	\$244.94		
45975	09/25/24	ABBY GIBSON			
E 609-49750-259		Misc Merch Purchased	\$6.75	083124	FOOD PURCHASE FOR BAR
		Total	\$6.75		
45976	09/25/24	ALPHA WIRELESS			
E 100-42200-439		Miscellaneous Expense	\$995.00	26254	PAGER - FUND FROM GAMBLING FUND DONATION
		Total	\$995.00		
45977	09/25/24	BLUECROSS BLUESHIELD			
G 100-21706		Insurance W/Held	\$2,814.63		OCTOBER PREMIUMS
		Total	\$2,814.63		
45978	09/25/24	BOLTON & MENK			
E 100-43100-500		Capital Outlay	\$1,288.00	0341445	HWY 4 STREET LIGHTING DESIGN
E 602-49450-500		Capital Outlay	\$3,015.00	0341445	WATERMAIN REPLACEMENT ON HWY 4 PROJECT
E 100-41000-303		Engineering Fees	\$644.00	0344165	4 HOURS COORDINATION WITH SCHOOL ARCHITECT
E 100-43100-500		Capital Outlay	\$1,662.50	0344166	HWY 4 STREET LIGHTING DESIGN
E 602-49450-500		Capital Outlay	\$2,776.50	0344672	WW TREATMENT REHAB - PROFESSIONAL SERVICES

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$9,386.00		
45979	09/25/24	BRAD TADLOCK			
E 100-42200-210		Operating Supplies	\$39.93	091824	TANKER REPAIR
Total			\$39.93		
45980	09/25/24	CITY OF LAKES MEDIA			
E 609-49750-340		Advertising	\$450.00	12413-1	AUGUST SPECIALS
Total			\$450.00		
45981	09/25/24	DAHLEIMER BEVERAGE			
E 609-49750-252		Beer Purchased	\$2,036.05	2253408	BEER PURCHASE
E 609-49750-252		Beer Purchased	\$2,054.35	2274804	BEER PURCHASE
E 609-49750-252		Beer Purchased	\$1,159.55	2281584	BEER PURCHASE
Total			\$5,249.95		
45982	09/25/24	ECONO SIGNS			
E 100-43100-210		Operating Supplies	\$111.18	10-991793	STREET SIGNS
Total			\$111.18		
45983	09/25/24	ELLEN KLING			
E 100-42200-439		Miscellaneous Expense	\$113.30		FAIRMONT RACEWAY AMBULANCE LABOR - JUNE 14TH, 2024
Total			\$113.30		
45984	09/25/24	GORDON FLESCH CO.			
E 100-41000-201		Office Supplies	\$59.96		CITY HALL PRINTER
E 100-41000-201		Office Supplies	\$174.00		CITY HALL COPIER/PRINTER
E 100-42200-201		Office Supplies	\$59.94		FIRE DEPT. PRINTER
E 609-49750-201		Office Supplies	\$59.94		LIQUOR STORE PRINTER
E 602-49450-201		Office Supplies	\$59.94		WWTP PRINTER
Total			\$413.78		
45985	09/25/24	GRAHAM TIRE FAIRMONT			
E 100-43100-223		Equipment Rep/Maint	\$1,235.68	210051700	CHEVY SILVERADO TIRES
Total			\$1,235.68		
45986	09/25/24	HAWKINS INC			
E 601-49400-210		Operating Supplies	\$20.00	6862857	CHLORINE CYLINDERS
Total			\$20.00		
45987	09/25/24	HERMEL			
E 609-49750-333		Freight	\$8.95	1032243	FREIGHT
E 609-49750-210		Operating Supplies	\$58.01	1032243	OP SUPPLY
E 609-49750-259		Misc Merch Purchased	\$748.43	1032243	FOOD PURCHASE
E 609-49750-259		Misc Merch Purchased	\$887.61	1032752	FOOD PURCHASE
E 609-49750-333		Freight	\$8.95	1032752	FREIGHT
E 609-49750-259		Misc Merch Purchased	\$488.44	1035779	FOOD PURCHASE
E 609-49750-333		Freight	\$8.95	1035779	FREIGHT
Total			\$2,209.34		
45988	09/25/24	HOLTMEIER CONSTRUCTION			
E 401-43100-500		Capital Outlay	\$203,692.02		PAY APP 8 & FINAL

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 304-49450-500		Capital Outlay	\$213,311.95	28759	TH4/MAIN ST. WATERMAIN REPLACEMENT
E 304-49450-500		Capital Outlay	\$13,523.62	28759	ADDITIONAL SANITARY MANHOLE - TH4/MAIN ST. WATERMAIN REPLACEMENT
E 304-49450-500		Capital Outlay	\$2,692.50	28759	ADDITIONAL 30 FT. OF SANITARY SEWER - TH4/MAIN ST. WATERMAIN REPLACEMENT
		Total	\$433,220.09		
45989	09/25/24	HY-VEE ACCOUNTS RECEIVABLE			
E 609-49750-259		Misc Merch Purchased	\$66.67		FOOD PURCHASE
E 609-49750-259		Misc Merch Purchased	\$23.03	23449	FOOD PURCHASE
E 609-49750-259		Misc Merch Purchased	\$67.95	24460	FOOD PURCHASE
E 609-49750-259		Misc Merch Purchased	\$8.58	66042	FOOD PURCHASE
		Total	\$166.23		
45990	09/25/24	JOHNSON BROTHERS LIQUOR			
E 609-49750-251		Liquor Purchased	\$260.77	2617527	LIQUOR PURCHASE
E 609-49750-251		Liquor Purchased	\$731.16	6841973	LIQUOR PURCHASE
		Total	\$991.93		
45991	09/25/24	K & W ELECTRIC INC			
E 100-43100-223		Equipment Rep/Maint	\$2,321.40	23304	WORK ON DAMAGED STREET LIGHT
E 610-46500-220		Building Rep/Maint	\$373.04	23305	EDA PROPERTY WORK
E 100-43100-223		Equipment Rep/Maint	\$459.00	23306	DISCONNECT AND REMOVAL OF STREET LIGHT ON E. FRONT & N. MAIN
		Total	\$3,153.44		
45992	09/25/24	KEN PETERS			
E 100-41000-150		Election Expense	\$370.00	090424	18.5 HOURS (\$20/HOUR)
E 100-41000-150		Election Expense	\$26.80	090424	40 MILES (.67/MILE)
		Total	\$396.80		
45993	09/25/24	KUXX/XTREME COUNTRY			
E 609-49750-340		Advertising	\$176.40	24081197	MONTHLY ADVERTISING
E 609-49750-340		Advertising	\$176.40	24081198	MONTHLY ADVERTISING
E 609-49750-340		Advertising	\$194.25	24081199	MONTHLY ADVERTISING
		Total	\$547.05		
45994	09/25/24	LARRY SCHWEISS			
E 100-42200-439		Miscellaneous Expense	\$113.30	090924	FAIRMONT RACEWAY AMB. LABOR JUNE 14, 2024
		Total	\$113.30		
45995	09/25/24	LEAGUE OF MN CITIES			
E 100-41000-433		Dues & Subscriptions	\$486.00	411348	4-MONTH MEMBERSHIP DUES 9/1/2024-12/31/2024
		Total	\$486.00		
45996	09/25/24	LOCAL LUMBER, LLC			
E 609-49750-210		Operating Supplies	\$14.34	1532	SINK STOPPER
E 100-43100-210		Operating Supplies	\$8.98	1644	NUTS AND BOLTS
E 100-45200-220		Building Rep/Maint	\$540.00	1672	DOOR SLAB - S. PARK BATHROOM
		Total	\$563.32		
45997	09/25/24	NUWAY COOPERATIVE			

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-43100-210		Operating Supplies	\$241.57	867703	ROUNDUP SPRAY
		Total	\$241.57		
45998	09/25/24	SHERRIE JOSE			
E 610-46500-220		Building Rep/Maint	\$35.00		REIMBURSEMENT FOR GARAGE DOOR OPENER
		Total	\$35.00		
45999	09/25/24	SITZMANN LAWN & LANDSCAPE			
E 610-46500-220		Building Rep/Maint	\$150.00	2804	AUGUST MOWING
		Total	\$150.00		
46000	09/25/24	SOUTHERN GLAZER'S OF MN			
E 609-49750-333		Freight	\$9.25	2518623	FREIGHT
E 609-49750-253		Wine Purchased	\$484.28	2518623	WINE PURCHASED
E 609-49750-333		Freight	\$11.41	2526723	FREIGHT
E 609-49750-251		Liquor Purchased	\$86.96	2526723	LIQUOR PURCHASED
E 609-49750-253		Wine Purchased	\$556.88	2526723	WINE PURCHASED
		Total	\$1,148.78		
46001	09/25/24	TEXAS REFINERY CORP			
E 100-43100-210		Operating Supplies	\$449.80	285815	ARCTIC - STREET DEPT.
		Total	\$449.80		
46002	09/25/24	TOW DISTRIBUTING CO			
E 609-49750-252		Beer Purchased	\$1,255.20	204012	BEER PURCHASE
E 609-49750-252		Beer Purchased	(\$178.50)	204543	CREDIT - BEER PURCHASE
E 609-49750-252		Beer Purchased	\$4,148.45	204551	BEER PURCHASE
E 609-49750-252		Beer Purchased	\$2,942.20	205452	BEER PURCHASE
E 609-49750-252		Beer Purchased	\$216.20	205453	BEER PURCHASE
E 609-49750-252		Beer Purchased	(\$195.00)	205454	CREDIT - BEER PURCHASE
E 609-49750-252		Beer Purchased	(\$46.60)	205455	CREDIT - BEER PURCHASE
E 609-49750-252		Beer Purchased	\$671.92	504542	BEER PURCHASE
		Total	\$8,813.87		
46003	09/25/24	XOCHITL RODRIGUEZ			
E 609-49750-259		Misc Merch Purchased	\$6.18		KITCHEN PURCHASE
		Total	\$6.18		
46004	09/25/24	JAKES CARPET			
E 610-46500-220		Building Rep/Maint	\$2,476.97		210 N. OSBORNE ST. CARPET
		Total	\$2,476.97		
46005	09/30/24	ATLANTIC COCA-COLA			
E 609-49750-260		Bar Supplies Purchased	\$216.19	4692989	POP PURCHASE
		Total	\$216.19		
46006	09/30/24	DANS APPLIANCE			
E 610-46500-220		Building Rep/Maint	\$99.99	7234009	FRIDGE/FREEZER PART FOR 210 N. OSBRONE
		Total	\$99.99		
46007	09/30/24	DISPLAY SALES			
E 100-41000-210		Operating Supplies	\$908.00	INV4016	US FLAGS & PARTS

***Check Detail Register©**

September 2024

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$908.00		
46008	09/30/24	DOLLAR GENERAL-REGIONS 410526			
E 609-49750-259		Misc Merch Purchased	\$227.74	090424	FOOD PURCHASED
Total			\$227.74		
46009	09/30/24	HARRY JENNESS INSPECTIONS LLC			
E 100-41000-400		Building Permit Expense	\$360.00	093024	BUILDING OFFICIAL DUTIES - SEPT.
Total			\$360.00		
46010	09/30/24	KNOX LARSON WINDOW CLEANING			
E 100-41000-220		Building Rep/Maint	\$144.50	100	WINDOW CLEANING AT CITY HALL X2
E 610-46500-220		Building Rep/Maint	\$544.00	100	WINDOW CLEANING @ TOWNHOMES X2
Total			\$688.50		
46011	09/30/24	RACHEL HANSON			
E 609-49750-210		Operating Supplies	\$43.94	092324	CLEANING SUPPLIES
E 609-49750-210		Operating Supplies	\$63.87	092424	COFFEE MAKER AND SUPPLIES
Total			\$107.81		
46012	09/30/24	SUMMIT FIRE PROTECTION			
E 609-49750-220		Building Rep/Maint	\$518.00	140014314	SYSTEM INSPECTION - MLS
E 609-49750-220		Building Rep/Maint	\$1,700.00	140017476	HYDRO TEST - MLS
Total			\$2,218.00		
46013	09/30/24	USA BLUEBOOK			
E 602-49450-210		Operating Supplies	\$490.80	INV00482773	WWTP SUPPLIES
E 601-49400-210		Operating Supplies	\$185.64	INV00482773	WTP SUPPLIES
E 602-49450-333		Freight	\$53.58	INV00482773	FREIGHT
Total			\$730.02		
46014	09/30/24	UTILITY CONSULTANTS INC			
E 601-49400-441		Testing	\$1,185.06	121479	SAMPLE TESTINGS
Total			\$1,185.06		
46015	09/30/24	WHITNEY JEWISON			
E 100-41000-220		Building Rep/Maint	\$200.00	093024	CITY HALL CLEANING (8 HOURS)
E 100-45180-220		Building Rep/Maint	\$87.50	093024	COMM HALL CLEANING (3.5 HOURS)
E 100-45500-220		Building Rep/Maint	\$200.00	093024	LIBRARY CLEANING (8 HOURS)
E 100-45200-220		Building Rep/Maint	\$100.00	093024	PARKS CLEANING (4 HOURS)
E 609-49750-220		Building Rep/Maint	\$200.00	093024	SEPTEMBER BAR CLEANING
Total			\$787.50		
10100			\$552,059.76		

***Check Detail Register©**

September 2024

Check # Check Date Vendor Name Amount Invoice Comment

Fund Summary

10100 Checking

100 GENERAL			\$44,489.92		
304 G.O. Water Note, 2024A			\$229,528.07		
401 Osbourne St Project			\$203,692.02		
601 WATER			\$7,835.47		
602 WASTEWATER			\$7,365.51		
609 LIQUOR			\$54,907.17		
610 EDA			\$4,241.60		
			\$552,059.76		

CITY OF SHERBURN

Policy Regarding Adjustments to City Utility Bills

- 1. Policy and Purpose.** It is the policy of the City of Sherburn to adjust customer utility bills where said adjustment is necessary to correct billing errors, to correct errors due to equipment failure, or to fairly apply the rates and rules of the City utility. The purpose of this policy is to improve customer service by enabling staff to quickly and accurately respond to customer requests for adjustments to City utility bills rather than waiting for the matter to come before the City Council and setting forth the situations where adjustments will and will not be considered.
- 2. Responsibility.** A panel made up of the public works department, the Deputy Clerk and the Clerk shall determine the amount, if any, of the adjustment to be made. The Deputy Clerk or designee shall receive requests and notify the customer of the determination.
- 3. Adjustments allowed.** Staff is authorized to adjust City utility bills or set up pay arrangements, without City Council action, in the following cases:
 - a. Billing errors:** Where an error has occurred that results in an inaccurate City utility bill being sent to a customer, staff shall correct the error as soon as discovered, whether by the customer or by staff. These adjustments shall include data recording and entry errors as well as meter failures if tested and found to be inaccurate.
 - b. Late Fees:** Where a customer incurs late fees and requests an adjustment, staff may reduce or remove the late fee based on the customer's circumstances and payment history.
 - c. Sanitary Sewer:** Where a customer experiences extraordinary water consumption during a billing period due to a break in customer owned plumbing, equipment malfunction, etc. and said water did not enter the sanitary sewer system, staff may adjust the sanitary sewer charge to an amount that is more typical of that customer's normal usage.

When an adjustment is made, a credit of the amount of the adjustment, including any sales tax (if possible) shall be made to the customer's account.

When a customer makes a written request for an adjustment the amount under consideration for adjustment shall not be payable until a determination on the adjustment is made. All other amounts not in dispute shall be due according to City utility rules.

When a customer pays an amount that is later adjusted, the credit shall remain on the account. No cash refunds shall be made for adjustments unless the account has been or is subsequently closed and a credit balance remains.

- 4. Adjustments not allowed:** The City will not consider adjustment for the following situations:
 - a. Water:** Adjustments to water charges where a customer experiences extraordinary water consumption during a billing period during a break in customer owned plumbing, equipment malfunction, etc.

- b. Sanitary Sewer:** Adjustments to sanitary sewer charges for customers who claim normal outdoor water usage (i.e. lawn or garden sprinkling, car washing, filling swimming pools, etc.) where the water used did not enter the sanitary sewer system.
- 5. Requests for Adjustments:** The Deputy Clerk or designee may require the request to be in writing. Written requests shall state the name of the account holder, service address, contact information, and the reason for the requested adjustment. The customer shall provide all information requested by the City and deemed necessary to decide on the request.
- 6. Response:** The City utility shall respond to the written request for adjustment within ten (10) business days after receiving from the customer all the information necessary to make a determination on the request.
- 7. Reporting:** The Deputy Clerk shall provide a quarterly report to the City Council on adjustments made under this policy exceeding one hundred dollars (\$100).
- 8. Appeals:** Customers who disagree with the determination of staff regarding their requested adjustments may appeal to the City Council. Said appeal must be in writing and shall be scheduled to be heard at the meeting immediately after receipt of the written appeal.

Effective Date: This policy shall be effective immediately upon approval of the City Council.

This policy was adopted by the City of Sherburn City Council this 7th day of October, 2024.

Robert Roesler, Mayor

Andrea Ballard, Deputy Clerk

Midwest IT Systems, Inc.

411 S Grove Street, Suite 2 - PO Box 164 - Blue Earth, MN 56013
 Phone: 507-526-5979 - Fax: 507-526-3392 - Email: aaukes@itsystemsinc.net



PROPOSAL

Date	Proposal #
08/22/24	MITQ7327

Sold To: City of Sherburn
 Andrea Ballard
 21 East 1st Street
 Sherburn, MN 56171
 United States

Phone:
Fax:

Ship To: City of Sherburn
 Andrea Ballard
 21 East 1st Street
 Sherburn, MN 56171
 United States

Phone:
Fax:

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
Net 10	Annaaukes		

Qty	Description	Ext. Price
15	Microsoft 365 Business Basic (Annual Pre-Paid)	\$1,080.00
2	Microsoft 365 Business Premium (Annual Pre-Paid)	\$528.00
SubTotal		\$1,608.00
Sales Tax		\$0.00
Shipping/Handling		\$5.00
Total		\$1,613.00

Please contact me if I can be of further assistance.

Prices subject to change. Proposal valid for 10 days from proposal date, unless otherwise noted above. Prices based upon Total Purchase as proposed. All Delivery, Training or Services to be billed at published rates for each activity involved. Generally all hardware computer components proposed above are covered by a limited one year warranty, covering parts and labor on a depot basis. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential damages. Once proposal is approved, work will be scheduled once we are in receipt of required materials. Returned items (if accepted) are subject to a minimum 15% restocking fee and must have original packaging. Software items are generally not returnable. LATE Payments will result in finance charges of 1.5% per month.

Proposal: MITQ7327 Cost and Terms Accepted By: _____ Date: _____

Andrea Ballard

From: Anna Aukes <annaaukes@itsystemsinc.net>
Sent: Wednesday, September 25, 2024 1:49 PM
To: Andrea Ballard
Subject: RE: Microsoft License Renewal Quote

For sure! Here are the current users.

Business Premium:
Andrea Ballard
Leslie Heffele

Business Basic:
Brad Ringnell
Carolyn Jacobson
Darrel Ficken
Gina Jorgensen
Kurt Olson
Nick Smith
Paul Schoen
Sarah Kramer
Shaylynn Anderson
Sherburn FD Secretary (fdsecretary@cityofsherburn.com)
Sherburn FD Training (fdtraining@cityofsherburn.com)
Sherburn Fire Chief (fdchief@cityofsherburn.com)
Sherburn Liquor Store (sherburnliquorstore@cityofsherburn.com)
Trevor Yochim
Waste Water (wwtp@cityofsherburn.com)

Anna Aukes
Midwest IT Systems, Inc.
507-526-5979

From: Andrea Ballard <andrea.ballard@cityofsherburn.com>
Sent: Wednesday, September 25, 2024 12:37 PM
To: Anna Aukes <annaaukes@itsystemsinc.net>
Subject: RE: Microsoft License Renewal Quote

I should have looked at that before just sending off my response..

I'm asking because I am sure council will – can you give me a list of the computers/accounts that are connected to those basic and the premium subscriptions?

Thanks,

Andrea Ballard

Deputy Clerk | City of Sherburn

Thank you for your interest in the Sherburn Economic Development Authority. Please fill out the form below to tell us a little about yourself.

Name: Tracie Schumann
Address: 336 Fox Lake Ave Sherburn
Phone: 507.236.3691

Please tell us why you would like to be on the EDA Board:

With so many great things on the horizon in Sherburn I believe we need to be ready for the future and what it might hold. We need to create more housing, more opportunities for child care along with getting new businesses to invest in Sherburn.

What skills do you have that you feel would be beneficial to our Board:

The skills I would bring to the table are leadership skills, time management skills. I enjoy dealing with finance, budgeting and investing.

Do you have any knowledge of the City of Sherburn that could be beneficial for your position on the EDA Board:

Being involved in a family-owned business all my life I have learned quite a bit regarding business development & Community Pride (when people take pride in their town, it positively impacts its development.) and Collaboration.

What benefit would the EDA Board have by having you as a member:

Growing up in Sherburn and living here for more than 40 years, the love I have for this small town and wanting to bring it back to the glory it once was would be a huge benefit for allowing me as a board member.

RESOLUTION NO. 2024-20
City of Sherburn

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERBURN,
MINNESOTA APPROVING THE TRANSFER OF \$40,000 FROM TEMPERANCE
LAKE RIDGE RESERVE ACCOUNT AS INDICATED INT THE 2024 BUDGET.**

WHEREAS, the City of Sherburn is required to approve any transfer from one account to another by resolution.

BE IT RESOLVED, by the by the Council of the City of Sherburn, County of Martin, State of Minnesota, that the following sum of money is proposed to be transferred from Temperance Lake Ridge Reserve to the City of Sherburn General Fund as indicated in the 2024 Budget preparations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERBURN, MINNESOTA, to direct the Deputy Clerk to make a transfer from \$40,000.00 from Temperance Lake Ridge Reserve Account to the City of Sherburn General Account.

Roll Call Vote:

Ringnell
 Olson
 Larson
 Kramer
 Roesler

Mayor

Attested:

Andrea Ballard, Deputy Clerk

Bill History

01-04065001-00-9 POWERS, KEVIN 130 S MANYASKA ST SHERBURN MN 56171

Type	Charge	Amount	Date	Prev Read	Prev Read Date	Curr Read	Curr Read Date	Usage	Bill Per	Year
For 01-04065001-00-9 130 S MANYASKA ST										
Calculation Number 19										
	Prev Bal	\$133.43								
Late Fee	WATER	\$0.61	1/22/2024							2 2024
Late Fee	SEWER	\$1.05	1/22/2024							2 2024
Late Fee	STORM SEWE	\$0.40	1/22/2024							2 2024
Late Fee	MR	\$0.42	1/22/2024							2 2024
Late Fee	RAZE/REMOV	\$0.17	1/22/2024							2 2024
Late Fee	BASE FEE	\$1.53	1/22/2024							2 2024
Service	WATER	\$14.47	2/1/2024	652038	12/19/2023	652040	1/23/2024	2		2 2024
Service	SEWER	\$17.50	2/1/2024					74		2 2024
Service	STORM SEWE	\$4.00	2/1/2024							2 2024
Service	MR	\$4.15	2/1/2024							2 2024
Service	RAZE/REMOV	\$1.50	2/1/2024							2 2024
Service	BASE FEE	\$16.04	2/1/2024							2 2024
Cur Charges		\$57.66	2/1/2024							2 2024
Total		\$195.27	2/1/2024							2 2024
Calculation Number 19										
Calculation Number 20										
	Prev Bal	\$195.27								
Late Fee	WATER	\$1.45	2/23/2024							3 2024
Late Fee	SEWER	\$1.75	2/23/2024							3 2024
Late Fee	STORM SEWE	\$0.40	2/23/2024							3 2024
Late Fee	MR	\$0.42	2/23/2024							3 2024
Late Fee	RAZE/REMOV	\$0.17	2/23/2024							3 2024
Late Fee	BASE FEE	\$1.60	2/23/2024							3 2024
Service	WATER	\$10,654.58	2/23/2024	652040	1/23/2024	1388362	2/21/2024	736322		3 2024
Service	SEWER	\$17.50	2/23/2024					74		3 2024
Service	STORM SEWE	\$4.00	2/23/2024							3 2024
Service	MR	\$4.15	2/23/2024							3 2024
Service	RAZE/REMOV	\$1.50	2/23/2024							3 2024
Service	BASE FEE	\$16.04	2/23/2024							3 2024
Cur Charges		\$10,697.77	2/23/2024							3 2024
Total		\$10,898.83	2/23/2024							3 2024
Calculation Number 20										
Calculation Number 21										
	Prev Bal	\$10,898.83								
Late Fee	WATER	\$1,065.46	3/27/2024							4 2024
Late Fee	SEWER	\$1.75	3/27/2024							4 2024
Late Fee	STORM SEWE	\$0.40	3/27/2024							4 2024
Late Fee	MR	\$0.42	3/27/2024							4 2024
Late Fee	RAZE/REMOV	\$0.17	3/27/2024							4 2024
Late Fee	BASE FEE	\$1.60	3/27/2024							4 2024
Service	WATER	\$1,745.73	3/29/2024	1388362	2/21/2024	1509007	3/27/2024	120645		4 2024
Service	SEWER	\$17.50	3/29/2024					74		4 2024
Service	STORM SEWE	\$4.00	3/29/2024							4 2024
Service	MR	\$4.15	3/29/2024							4 2024
Service	RAZE/REMOV	\$1.50	3/29/2024							4 2024
Service	BASE FEE	\$16.04	3/29/2024							4 2024
Cur Charges		\$1,788.92	3/29/2024							4 2024
Total		\$13,757.55	3/29/2024							4 2024
Calculation Number 21										
Calculation Number 22										
	Prev Bal	\$13,757.55								
Late Fee	WATER	\$174.57	4/18/2024							5 2024
Late Fee	SEWER	\$1.75	4/18/2024							5 2024
Late Fee	STORM SEWE	\$0.40	4/18/2024							5 2024
Late Fee	MR	\$0.42	4/18/2024							5 2024
Late Fee	RAZE/REMOV	\$0.17	4/18/2024							5 2024
Late Fee	BASE FEE	\$1.60	4/18/2024							5 2024
Service	WATER	\$14.47	4/23/2024	1509007	3/27/2024	1509007	4/22/2024	0		5 2024
Service	SEWER	\$4,295.24	4/23/2024					245442		5 2024
Service	STORM SEWE	\$4.00	4/23/2024							5 2024

* Water break

* Water was shut off



0

Type	Charge	Amount	Date	Prev Read	Prev Read Date	Curr Read	Curr Read Date	Usage	Bill Per	Year
Service	MR	\$4.15	4/23/2024						5	2024
Service	RAZE/REMOV	\$1.50	4/23/2024						5	2024
Service	BASE FEE	\$16.04	4/23/2024						5	2024
Cur Charges		\$4,335.40	4/23/2024						5	2024
Total		\$18,271.86	4/23/2024						5	2024
Calculation Number 22										
Calculation Number 23										
Prev Bal		\$18,271.86							6	2024
Late Fee	WATER	\$1.45	5/21/2024						6	2024
Late Fee	SEWER	\$429.52	5/21/2024						6	2024
Late Fee	STORM SEWE	\$0.40	5/21/2024						6	2024
Late Fee	MR	\$0.42	5/21/2024						6	2024
Late Fee	RAZE/REMOV	\$0.17	5/21/2024						6	2024
Late Fee	BASE FEE	\$1.60	5/21/2024						6	2024
Service	WATER	\$14.47	5/22/2024	1509007	4/22/2024	1509007	5/21/2024	0	6	2024
Service	SEWER	\$4,295.24	5/22/2024					245442	6	2024
Service	STORM SEWE	\$4.00	5/22/2024						6	2024
Service	MR	\$4.15	5/22/2024						6	2024
Service	RAZE/REMOV	\$1.50	5/22/2024						6	2024
Service	BASE FEE	\$16.04	5/22/2024						6	2024
Cur Charges		\$4,335.40	5/22/2024						6	2024
Total		\$23,040.82	5/22/2024						6	2024
Calculation Number 23										
Calculation Number 24										
Prev Bal		\$23,040.82							7	2024
Late Fee	WATER	\$1.45	6/24/2024						7	2024
Late Fee	SEWER	\$429.52	6/24/2024						7	2024
Late Fee	STORM SEWE	\$0.40	6/24/2024						7	2024
Late Fee	MR	\$0.42	6/24/2024						7	2024
Late Fee	RAZE/REMOV	\$0.17	6/24/2024						7	2024
Late Fee	BASE FEE	\$1.60	6/24/2024						7	2024
Service	WATER	\$14.47	6/25/2024	1509007	5/21/2024	1509007	6/24/2024	0	7	2024
Service	SEWER	\$4,295.24	6/25/2024					245442	7	2024
Service	STORM SEWE	\$4.00	6/25/2024						7	2024
Service	MR	\$4.15	6/25/2024						7	2024
Service	RAZE/REMOV	\$1.50	6/25/2024						7	2024
Service	BASE FEE	\$16.04	6/25/2024						7	2024
Cur Charges		\$4,335.40	6/25/2024						7	2024
Total		\$27,809.78	6/25/2024						7	2024
Calculation Number 24										
Calculation Number 25										
Prev Bal		\$27,809.78							8	2024
Adjustment	SEWER	-\$855.54	7/17/2024						8	2024
Adjustment	SEWER	-\$12,833.22	7/17/2024						8	2024
Late Fee	WATER	\$1.45	7/24/2024						8	2024
Late Fee	SEWER	\$14.12	7/24/2024						8	2024
Late Fee	STORM SEWE	\$0.40	7/24/2024						8	2024
Late Fee	MR	\$0.42	7/24/2024						8	2024
Late Fee	RAZE/REMOV	\$0.17	7/24/2024						8	2024
Late Fee	BASE FEE	\$1.60	7/24/2024						8	2024
Service	WATER	\$14.47	7/25/2024	1509007	6/24/2024	1509007	7/23/2024	0	8	2024
Service	SEWER	\$4,295.24	7/25/2024					245442	8	2024
Service	STORM SEWE	\$4.00	7/25/2024						8	2024
Service	MR	\$4.15	7/25/2024						8	2024
Service	RAZE/REMOV	\$1.50	7/25/2024						8	2024
Service	BASE FEE	\$16.04	7/25/2024						8	2024
Cur Charges		\$4,335.40	7/25/2024						8	2024
Total		\$18,474.58	7/25/2024						8	2024
Calculation Number 25										
Calculation Number 26										
Prev Bal		\$18,474.58							9	2024
Service	WATER	\$14.47	8/26/2024	1509007	7/23/2024	1509007	8/26/2024	0	9	2024
Service	SEWER	\$4,295.24	8/26/2024					245442	9	2024
Service	STORM SEWE	\$4.00	8/26/2024						9	2024
Service	MR	\$4.15	8/26/2024						9	2024
Service	RAZE/REMOV	\$1.50	8/26/2024						9	2024
Service	BASE FEE	\$16.04	8/26/2024						9	2024
Cur Charges		\$4,335.40	8/26/2024						9	2024
Total		\$22,809.98	8/26/2024						9	2024

* adjustments made by Leslie.



* should be "17.50"

* should be "17.50"

Type	Charge	Amount	Date	Prev Read	Prev Read Date	Curr Read	Curr Read Date	Usage	Bill Per	Year
Calculation Number 26										
Calculation Number 27										
Prev Bal		\$22,809.98							10	2024
Service	WATER	\$14.47	9/24/2024	1509007	8/26/2024	1509007	9/23/2024	0	10	2024
Service	SEWER	\$4,295.24	9/24/2024					245442	10	2024
Service	STORM SEWE	\$4.00	9/24/2024						10	2024
Service	MR	\$4.15	9/24/2024						10	2024
Service	RAZE/REMOV	\$1.50	9/24/2024						10	2024
Service	BASE FEE	\$16.04	9/24/2024						10	2024
Cur Charges		\$4,335.40	9/24/2024						10	2024
Total		\$27,145.38	9/24/2024						10	2024

* Should be \$17.50

Calculation Number 27

For 01-04065001-00-9 130 S MANYASKA ST

FILTER: ([full Account number] = "010406500100") and ((([calculation number] = 27) or ([calculation number] = 26) or ([calculation number] = 25) or ([calculation number] = 24) or ([calculation number] = 23) or ([calculation number] = 22) or ([calculation number] = 21) or ([calculation number] = 20) or ([calculation number] = 19))



**MIDCO
BUSINESS**

PO BOX 5010
Sioux Falls, SD 57117-5010

Order Date 10/01/24

Page 1 of 15

Midco Business Service Order

MSA #: | Account #:

Customer Information

Company Name: CITY OF SHERBURN
Account Address: 21 E 1ST ST
City: SHERBURN
State: MN
Zip: 56171-1001
Primary Contact: Andrea Ballard
507-764-4491
andrea.ballard@cityofsherburn.com

Multiple Locations: Yes

Billing Information

Billing Name: CITY OF SHERBURN
Billing Address: PO BOX 667
City: SHERBURN
State: MN
Zip: 56171-1001
Billing Contact: Andrea Ballard
507-764-4491
andrea.ballard@cityofsherburn.com

Tax Exempt: No

Billing Preference: Paper Account

Acceptance

This Service Order is a supplement to and is subject to the terms and conditions provided in the Master Service Agreement including any other applicable Addendum, Attachments, Exhibits or Service Orders. This Service Order is also subject to the terms published in Midco's Annual Notice to Customers, Internet Subscriber Agreement, and Cable, Internet, & Telephone Subscriber Privacy Notice, which can be found at Midco.com/Legal. By signing up for Midco service, Customer is opted into receiving service related email and text communications from Midco. To opt out of this communication preference, please contact Midco, hit the edit email preferences in your email or reply stop to a text message.

Customer Authorized Signature

Andrea Ballard

Name (Please Print)

Authorized Signer

Title

Date

Midco Authorized Signature

Melissa Schmiedt

Name (Please Print)

MARKET ACCOUNT EXECUTIVE

Title

Date



Midco Business Service Order

MSA #: | Account #:

Order Details

Service Address: 21 E 1ST ST SHERBURN, MN 56171-1001 Account#: 122120801	Property Owner: Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	On-Site Contact: Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Authorized Contact: Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Account Executive Melissa Schmiedt 6052755018 Melissa.Schmiedt@midco.com
--	---	--	---	--

Service	Qty	Monthly Recurring Charge	Total Monthly Recurring Charges	Non-Recurring Charge	Contract Type	Term
Data						
Multiple Services Discount	1	(\$10.00)	(\$10.00)		Renewal	Monthly
Static IP - 1 Usable (/30)	1	\$15.00	\$15.00		Renewal	Monthly
Midco Business Internet 200	1	\$135.00	\$135.00		Renewal	36 Months
Midco Business Internet 200 - Discount	1	(\$20.00)	(\$20.00)		Renewal	36 Months
Business Wi-Fi - Licensing Fee	1	\$8.00	\$8.00		Renewal	Monthly
Business Wi-Fi - Access Device/1st SuperPod	1	\$8.00	\$8.00		Renewal	Monthly
Business Wi-Fi - Additional SuperPods	1	\$4.00	\$4.00		Renewal	Monthly
Business Wi-Fi - Additional SuperPods	1	\$4.00	\$4.00		Renewal	Monthly
Est. Taxes			\$1.39			
Telephone						
SIP Sessions	5	\$0.00	\$0.00		Renewal	Monthly
Secondary IP Cordless Phone	2	\$2.50	\$5.00		Renewal	Monthly
Business Phone Line	1	\$30.00	\$30.00		Renewal	36 Months
Business Phone Line - Discount	1	(\$10.00)	(\$10.00)		Renewal	36 Months
Business VoIP Phone Pro	4	\$38.50	\$154.00		Renewal	36 Months
Business VoIP Phone Pro - Discount	4	(\$10.00)	(\$40.00)		Renewal	36 Months
<i>Product Includes:</i> Voicemail with eVOICE Music on Hold Unlimited Long Distance Call plan Call Recording CommPortal						
IP Business Phone	4	\$0.00	\$0.00		Renewal	36 Months
Est. Taxes & Fees			\$52.62			
Service Location Total Charges:						
21 E 1ST ST, SHERBURN, MN, 56171-1001			\$337.01			

Notes:



Midco Business Service Order

MSA #: | Account #:

Order Details

Service Address:	Property Owner:	On-Site Contact:	Authorized Contact:	Account Executive
221 FAIRMONT AVE SHERBURN, MN 56171 Account#: 145379802	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Melissa Schmiedt 6052755018 Melissa.Schmiedt@midco.com

Service	Qty	Monthly Recurring Charge	Total Monthly Recurring Charges	Non-Recurring Charge	Contract Type	Term
Data						
Midco Business Internet 100	1	\$105.00	\$105.00		Renewal	36 Months
Midco Business Internet 100 - Discount	1	(\$20.00)	(\$20.00)		Renewal	36 Months
Business Modem Lease	1	\$8.00	\$8.00		Renewal	Monthly
Est. Taxes			\$0.97			
Service Location Total Charges:						
221 FAIRMONT AVE, SHERBURN, MN			\$93.97			

Notes:



Midco Business Service Order

MSA #: | Account #:

Order Details

Service Address:	Property Owner:	On-Site Contact:	Authorized Contact:	Account Executive
1 E TEMPERANCE RD SHERBURN, MN 56171 Account#: 155326401	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Melissa Schmiedt 6052755018 Melissa.Schmiedt@midco.com

Service	Qty	Monthly Recurring Charge	Total Monthly Recurring Charges	Non-Recurring Charge	Contract Type	Term
Telephone						
Telephone - Distinctive Ring	2	\$4.00	\$8.00		Renewal	Monthly
Telephone - Custom Ring Number	2	\$7.00	\$14.00		Renewal	Monthly
Business Phone Line	2	\$30.00	\$60.00		Renewal	36 Months
Business Phone Line - Discount	2	(\$10.00)	(\$20.00)		Renewal	36 Months
Est. Taxes & Fees			\$40.22			
Service Location Total Charges:						
1 E TEMPERANCE RD, SHERBURN, MN			\$102.22			

Notes:



Midco Business Service Order

MSA #: | Account #:

Order Details

Service Address:	Property Owner:	On-Site Contact:	Authorized Contact:	Account Executive
18 N MAIN ST SHERBURN, MN 56171 Account#: 155326501	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Melissa Schmiedt 6052755018 Melissa.Schmiedt@midco.com

Service	Qty	Monthly Recurring Charge	Total Monthly Recurring Charges	Non-Recurring Charge	Contract Type	Term
Data						
Midco Business Internet 100	1	\$105.00	\$105.00		Renewal	36 Months
Midco Business Internet 100 - Discount	1	(\$20.00)	(\$20.00)		Renewal	36 Months
Static IP - 1 Usable (/30)	1	\$15.00	\$15.00		Renewal	Monthly
Multiple Services Discount	1	(\$10.00)	(\$10.00)		Renewal	Monthly
Business Modem Lease	1	\$8.00	\$8.00		Renewal	Monthly
Est. Taxes			\$0.28			
Telephone						
Business Phone Line	2	\$30.00	\$60.00		Renewal	36 Months
Business Phone Line - Discount	2	(\$10.00)	(\$20.00)		Renewal	36 Months
Est. Taxes & Fees			\$38.70			
Service Location Total Charges:						
18 N MAIN ST, SHERBURN, MN			\$176.98			

Notes:



Midco Business Service Order

MSA #: | Account #:

Order Details

Service Address:	Property Owner:	On-Site Contact:	Authorized Contact:	Account Executive
27 N MAIN ST STE 1 SHERBURN, MN 56171-1052 Account#: 155335201	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Melissa Schmiedt 6052755018 Melissa.Schmiedt@midco.com

Service	Qty	Monthly Recurring Charge	Total Monthly Recurring Charges	Non-Recurring Charge	Contract Type	Term
Telephone						
Business Phone Line	1	\$30.00	\$30.00		Renewal	36 Months
Business Phone Line - Discount	1	(\$10.00)	(\$10.00)		Renewal	36 Months
Est. Taxes & Fees			\$15.65			
Service Location Total Charges:						
27 N MAIN ST STE 1, SHERBURN, MN			\$35.65			

Notes:



Midco Business Service Order

MSA #: | Account #:

Order Details

Service Address:	Property Owner:	On-Site Contact:	Authorized Contact:	Account Executive
211 N MAIN ST SHERBURN, MN 56171 Account#: 156969701	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Andrea Ballard 507-764-4491 andrea.ballard@cityofsherburn.com	Melissa Schmiedt 6052755018 Melissa.Schmiedt@midco.com

Service	Qty	Monthly Recurring Charge	Total Monthly Recurring Charges	Non-Recurring Charge	Contract Type	Term
Data						
Midco Business Internet 100	1	\$105.00	\$105.00		Renewal	36 Months
Midco Business Internet 100 - Discount	1	(\$20.00)	(\$20.00)		Renewal	36 Months
Business Modem Lease	1	\$8.00	\$8.00		Renewal	Monthly
Est. Taxes			\$0.97			
Service Location Total Charges:						
211 N MAIN ST, SHERBURN, MN			\$93.97			

Notes:

Total Charges Taxes, fees and assessments are monthly, estimated and will be confirmed on your billing statement. (Taxes will not be applied to tax-exempt entities.)

Service Location	Monthly Recurring Charge	Non-Recurring Charge
1 E TEMPERANCE RD, SHERBURN, MN	\$102.22	
18 N MAIN ST, SHERBURN, MN	\$176.98	
21 E 1ST ST, SHERBURN, MN, 56171-1001	\$337.01	
211 N MAIN ST, SHERBURN, MN	\$93.97	
221 FAIRMONT AVE, SHERBURN, MN	\$93.97	
27 N MAIN ST STE 1, SHERBURN, MN	\$35.65	
Total Charges:	\$839.80	

PIC Freeze

**MIDCO
BUSINESS™**PO BOX 5010
Sioux Falls, SD 57117-5010

Midco Business Service Order

MSA #: | Account #:

Both a Presubscribed Interexchange Carrier Freeze (PIC Freeze) and a Presubscribed Local Carrier Freeze (Local Freeze) will automatically be placed on Customer's account. There is no charge associated with this service. A PIC Freeze protects Customer by preventing an unauthorized change in Customer's long distance carrier, also known as slamming. A Local Freeze prevents an authorized local carrier change from occurring. Either Freeze may be lifted by either written notice or third party verification. No change of carrier can be made on the account until the PIC Freeze is lifted.

By completing this section of the form, Customer is **OPTING NOT** to have a PIC Freeze placed on the long distance carrier for this account and/or the Local Freeze placed on the account. Without the PIC Freeze Midco will change Customer's selected long distance carrier without Customer's written authorization if Midco receives a request from a long distance provider to change Customer's carrier. Without the Local Freeze Midco will change Customer's local carrier without Customer's written verification. Customer may add either Freeze later by contacting Midco.

I wish to **NOT have a PIC Freeze placed** on my long distance carrier:

InterLATA (Long Distance) InterLATA (Local Long Distance) Both InterLATA And IntraLATA

I wish to **NOT have a Local Freeze placed** on my account.



**MIDCO
BUSINESS™**

PO BOX 5010
Sioux Falls, SD 57117-5010

Order Date 10/01/24

Page 9 of 15

Midco Business Service Order

MSA #: | Account #:

Notes

TERMS AND CONDITIONS APPLICABLE TO TELEPHONE SERVICE (the "Service")

- Directory Listings.** In the event there is an error or omission in Customer's directory listing, Midco will provide Customer's correct name and telephone number to a calling party. Midco's liability for any errors or omission in any directory listing is limited to the charges paid by Customer for the listing itself. MIDCO SHALL NOT BE LIABLE TO CUSTOMERS OR OTHERS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS. Midco views your submitted directory listing information for accuracy. While we are careful to ensure your information is accurately provided to the publisher, we cannot **guarantee complete** accuracy by the publisher or be responsible for any errors in publishing by that Publisher. Midco has no control over directory publisher's rules regarding when directories print or whether they are only in an electronic format. Midco will provide customer directory information to publishers when requested or accepted by the Publisher if a customer has agreed to a printed listing.
- Transferring Number(s).** If Customer is switching to Midco from another service provider, Customer may transfer existing phone number(s) to Midco, provided that: (a) Customer requests the phone number transfer when placing the order for Service; (b) Customer agrees not to contact the other phone service provider during the transfer period (which may take up to 30 days) in order to allow Midco the time to complete the phone number transfer; contacting the other service provider can delay the phone number transfer; (c) Customer's current service provider releases the existing phone number, at Midco's request, without delay or charge; and (d) transfer of Customer's existing phone to Midco would not, in Midco's view, violate applicable law or Midco procedures.
- Call Usage.** Customer agrees not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal calling patterns. If Midco determines, in its sole discretion, that the Service is being used for any of the aforementioned activities or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, or heavy usage concentrated over consecutive dates, Midco reserves the right to terminate the Service immediately without notice or to assess additional charges for each month in which excessive usage occurred.
- Charges & Payments.** In addition to the charges specified in the Service Order, Customer may also incur usage based service and third party service provider charges that are separate and apart from the amounts charged by Midco for Service. These charges may be billed monthly in arrears and may include, without limitation, calls to parties who charge for their telephone-based services, per-call charges (e.g., operator services) and measured call charges (e.g., international calls). Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, if more than 10% of the completed calls delivered by Customer in any given month have a duration of less than ten seconds, Customer shall be liable for a Short Call Duration Surcharge of one cent (\$0.01) for every such call, in addition to all other applicable charges.
- Dialing & Routing.** Telephone Service may require 10-digit dialing for local calling in certain markets. Telephone Service may not be used to terminate traffic as a local call when the originating portion of the call occurred from the Public Switched Telephone Network ("PSTN") as a local call and occurred outside the local calling area associated with the Telephone Service.
- Third Party Services.** If Customer orders a Service that requires, or Midco elects to obtain from, a third party provider ("Third Party Provider") on behalf of Customer, Midco shall procure the required Services subject to the following: (a) the Services will function and perform in accordance with the service level obligations provided by the Third Party Provider to Midco, (b) any rights, remedies or other service-specific terms that Customer may have or be entitled to under Service are limited to the same terms that Midco has in place with the Third Party Provider; (c) the costs for the Third Party Service will be incorporated into the MRC and NRC set forth in the applicable Service Order, and (d) if Customer cancels or terminates any Service which includes a Third party Service prior to the conclusion of the applicable Term, then Customer will pay any and all termination charges applicable under this Agreement plus any and all cancellation and/or early termination charges incurred by Midco.
- E911 Service.** (a) Midco Telephone Service provides access to police, fire and rescue services through E911. The E911 service automatically provides the address Customer registers with Midco to the local E911 dispatcher when calls are made to 911 and permits the local dispatcher to call back if necessary. If Customer has more than one physical location with devices but all incoming calls are routed through a single location, Customer must provide Midco with a list of locations with the phone number at that location in order for E-911 services to work correctly in an emergency. Midco has engineered its service to comply with the telephone industry standards for reliability and access to E911. This includes backup power for Midco's telephone network and monitoring to provide additional backup for longer outages. As with any other phone service provider, Midco Telephone Service, including 911 calls and E911 service, will be unavailable if the lines between Customer's Service Location and the network switch are disabled due to a catastrophic condition, such as a storm, or other event outside Midco's control and E911 service may also be unavailable due to problems at the government's call center that are outside Midco's control. Customer's telephone modem includes a battery backup that is designed to ensure the unit will continue to work during a power outage, in accordance with telephone industry standards. As long as this battery backup unit is charged and functioning, Midco Telephone Service will continue to work, but customers may not be able to make calls, including 911 calls, if there is a power outage for an extended period of time. (b) The telephone modem for Midco Telephone Service is set up to provide service to the address Customer provided at the time of service initiation and will not work if it is moved outside the local Midco Telephone network. The equipment may not be moved to another location unless Customer first contacts Midco Customer Service at 800-888-1300, or via email to mccomm@midco.net, so that Midco can change the address to reflect the new location and ensure that the right information is provided for any call to 911. Changes in location information will not be available to E911 operators immediately because of limitations in the process for updating that information. If the telephone modem is moved prior to informing Midco, it may be possible to call 911 but E911 service will not work properly. It will be considered a material violation of this Agreement if Customer moves the telephone modem to another location without first notifying Midco.
- Ownership of Telephone Numbers.** Customer acknowledges that use of Service does not give it any ownership or other rights in any telephone number provided.



Midco Business Service Order

MSA #: | Account #:

9. **Customer Proprietary Network Information (CPNI).** In the course of providing Service to Customer, Midco collects information concerning the use of the Service. This information is known as "Customer Proprietary Network Information" or "CPNI." CPNI includes any information on the quantity, technical configuration, type, destination, location and amount of use of Service that Midco obtains as the telephone carrier. It does not include names and telephone numbers published in telephone directories or information Midco obtains as a result of providing video or internet service. Midco uses CPNI to monitor the quality of the service provided and to prepare billing statements. Midco also uses CPNI to market services and equipment to customers, including telephone service and internet access, as well as to provide Customer with Service related notifications. Midco shares CPNI with companies that provide billing and other services that Midco utilizes to offer telephone Service, and with companies that are affiliated with Midco. Companies not affiliated with Midco are required to enter into agreements to protect the confidentiality of Customer information. Customer has a right, and Midco has a duty, under federal law to protect the confidentiality of CPNI. Midco has the right under federal law to use Customer's CPNI to provide telephone service, generate billing statements, market other services related to the Services Customer is already receiving, protect Midco facilities and property and in response to lawful demands from law enforcement agencies. Customer has the right to disapprove of Midco's use of CPNI for marketing services other than those that are related to Services Customer is already receiving from Midco and to withdraw access to CPNI at any time. Withdrawing access to CPNI will not affect Midco's ability to provide telephone service to Customer, or the quality of the service provided. However, if access to CPNI is withdrawn, it may be more difficult for Midco to assist Customer in purchasing the most cost-effective service package. If Customer does not wish to allow us to use Customer's CPNI for marketing services other than those that are related to Services already provided, Customer can send a written notice at any time to the following address: Attn: CPNI Opt Out, Midco, P.O. Box 5010, Sioux Falls, South Dakota, 57117. The request must state that Customer wants to deny access to CPNI, and include account number, list of all telephone numbers to be covered with the request and be signed by an authorized party on the account. In accordance with Federal Communications Commission (FCC) rules, if Customer does not make a request to limit or disallow use of Customer's CPNI within thirty (30) days of this notice, Midco will assume that Customer wishes to allow Midco to use Customer's CPNI until Customer provides notice otherwise. Additional CPNI information can be found and may be updated from time to time on Midco's website at www.midcocomm.com. In the event of a conflict or inconsistency between the CPNI information in this Agreement and the CPNI information published on Midco's website, the terms posted on Midco's website shall control.

10. **Access to Call Records.** The FCC has established regulations governing the records Midco retains about the telephone calls Customer makes on Midco's network. These regulations specify when Midco can have discussions with customers regarding their call records. Midco is required to ensure that the communication is with the account holder or a person authorized to receive information regarding the account before Midco can release call record data. A call record is any information regarding a telephone call made to another party. Call records include specific information regarding telephone usage, such as: telephone numbers called, city and/or state, call duration, and date and time. If an authorized account user can provide the call detail, Midco can continue with the conversation as long as the caller has been authenticated. Midco can discuss only calls for which details have been provided. Midco cannot discuss or bring up any other call records during the conversation. If call detail cannot be provided, Midco is required to: arrange a time to call Customer or authorized account user, at the telephone number on the account; mail information to the address on the account; or provide the information to Customer if Customer can produce a photo ID at a Customer Service Center. Additional CPNI and privacy policy information can be found and may be updated from time to time at www.midcocomm.com. In the event of a conflict or inconsistency between the Call Record information in this Agreement and the Call Record information published on Midco's website, the terms posted on Midco's website shall control.

11. **Unauthorized Access and Use.** Midco shall not be liable for any damages, including charges for Service under this Agreement that Customer may incur as a result of unauthorized use or misuse of the Service by Customer's employees, customers, contractors, agents, other third parties, or the public. Customer is responsible for all charges incurred on or through Service, including but not limited to charges incurred due to fraud, abuse, or misuse of services, whether known or unknown, and whether or not Midco takes any actions to stop or block the activity. Customer is responsible for the access to and security of any Customer Equipment related to Service. Midco does not warrant or guarantee that it can prevent unauthorized use or misuse.

12. **Non-Supported Equipment.** Certain equipment, particularly analog data devices, may not function properly when used in conjunction with the Telephone Service. Verification of compatibility may be required prior to the commencement of Service.

13. **ACKNOWLEDGEMENT.** BY SIGNATURE HEREIN, I/WE ACKNOWLEDGE THAT I/WE ARE AUTHORIZED TO ORDER THE SERVICES DESCRIBED ABOVE AND TO BIND THE COMPANY TO THIS CONTRACT. I/WE HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS SERVICE ORDER AND THE TERMS AND CONDITIONS COVERING THIS SERVICE ORDER AS POSTED AND UPDATED AT WWW.MIDCO.COM/LEGAL. I/WE FURTHER ACKNOWLEDGE RECEIPT OF, AND AGREEMENT WITH, THE E-911 INFORMATION AND DISCLAIMERS COVERING BATTERY BACKUP AND LOCATION NOTIFICATIONS, ALSO POSTED AND UPDATED AT WWW.MIDCO.COM/LEGAL.



Midco Business Service Order

MSA #: | Account #:

TERMS AND CONDITIONS APPLICABLE TO DATA SERVICES (the "Service")

1. Services Warranty. Each level of Service has limits on the maximum throughput rate at which Customer may send and receive data at any time. Customer's access to the internet will be delivered to the Demarcation Point, as hereinafter defined, at the rate specified by the Service. However, once packet traffic passes the Demarcation Point out to the internet, the throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation: the number of users and/or computer stations using a single connection; computer, router and firewall configurations; internet network congestion; time of day; and the accessed website servers. THE ABOVE SERVICE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Off-Net Services. Off-Net Services may be provided to a Service Location under this Agreement that is outside of Midco's service area and/or a Service Location that is within Midco's service area but that is not readily accessible by Midco's network facilities. Customer understands and agrees that Midco, upon entering into a Service Order with Customer may, at Midco's discretion, utilize Off-Net services to deliver the Service. All Off-Net services are provided by third party service providers and may be subject to additional terms and conditions. For Off-Net services, the length of term for service at a particular Service Location will match the term Midco is able to secure with the Off-Net service provider. Fees for Off-Net services will include the cost of the Service, any fees imposed by the Off-Net provider, taxes, fees as well as any administrative or overhead expenses. Fees and expenses for Off-Net services may change without notice. Maintenance of Off-Net services is outside of Midco's control and maintenance outages may occur without notice. In the event Customer terminates Service at a Service Location where Off-Net services are being provided following Midco's acceptance of the applicable Service Order but prior to the end of the applicable term, Customer shall pay termination fees equal to one hundred percent (100%) of the monthly recurring charges remaining through the end of the term plus one hundred percent (100%) of any remaining, unpaid installation fees. Customer shall also pay any third party service provider ancillary fees incurred by Midco due to the early termination of Service by Customer.

3. Internet Domain Names. The Service described in the Service Order may include certain internet domain name registration and maintenance services. Customer acknowledges that such services do not include any research or determination of any sort regarding whether Customer's selection of a domain name will infringe, dilute, or otherwise violate the scope of any third party's rights in a trademark, any other type of mark, trade name, or personal or legal entity name. Customer agrees to assume any and all risks associated with Customer's selection of an internet domain name. Customer may wish to consult an attorney familiar with copyright law, trademark law and the internet domain name registration process prior to selecting an internet domain name.

4. Acceptance Testing. Upon completion of installation, testing and activation of each Service, Midco shall notify Customer that such Service is installed and functioning properly for Customer's use. Unless Customer transmits written notice to Midco within one (1) business day (or such other time period as noted in the applicable Service Order) that the Service is not installed and functioning properly, Customer shall be deemed to have accepted the Services as of the end of such period. In the event Customer notifies Midco within the time period stated above that the Service is not installed and functioning properly, then Midco shall, within five (5) business days after receipt of such notice, (a) commence efforts to correct any deficiencies to ensure that the Service is installed and functioning properly and deliver a new Service activation notice to Customer, or (b) confirm that the Service is correctly installed and functioning properly (along with supporting documentation). The procedure described above shall be repeated as reasonable until the Customer expressly accepts such Services or is deemed to have accepted such Services as described herein. In the event Midco confirms proper installation and functionality of the Service in accordance with this Section, then the Service will be deemed accepted as of the fifth day following Midco's original installation notice and any further failure or refusal on the part of Customer to be ready to receive the Services shall neither relieve Customer of its obligation to pay the applicable charges and fees, nor constitute a breach or default under this Agreement by Midco. Acceptance of the Service by Customer pursuant to this Section shall not be deemed a waiver of any rights Customer may have with respect to the availability,



Midco Business Service Order

MSA #: | Account #:

or the associated Service Order. Rates and charges for Service shall be set forth in the respective Service Order. Charges for additional services required for installation or use of such Services shall also be set forth on the applicable Service Order as agreed by the Parties. Billing to Customer for recurring charges with respect to Service will commence on the date on which Customer accepts or is deemed to have accepted such Services in accordance with this Section, or as otherwise stated in the Service Order. Non-recurring charges may be billed at the times designated by Midco.

5. Demarcation Point. The Demarcation Point shall be the point of interconnection between the Service and Customer's provided equipment located at a Service Location. In some cases, the Demarcation Point shall be the User to Network Interface (UNI) port on Midco Equipment at a Service Location.

6. User Responsibility. In order to utilize the Service provided by Midco, the Customer will need certain computer network equipment. It will be the responsibility of Customer to provide, operate, and maintain, all at Customer's expense, all such necessary computer network equipment. The Customer shall also be responsible for security related to the Customer's use of and access to the Service. No user access security will be provided by Midco. Midco shall not be liable in any manner to the Customer for Midco's failure or inability to detect or identify security breaches. Customer agrees to comply with Midco's Acceptable Use Policy; as such policy may be modified from time to time. The Midco Acceptable Use Policy can be accessed through the Midco website at www.midco.com. Customer shall not use the Service to provide access to online services that Customer hosts on Customer's computer system or to provide electronic services of any nature to any third party.

7. Charges & Payments. In addition to the charges specified in the Agreement or Service Order, Customer may also incur charges for usage-based services and from third party service providers that are separate and apart from the amounts charged by Midco for Service. These charges may be billed monthly in arrears and may include, without limitation, purchasing or subscribing to other offerings via the internet. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

8. Unauthorized Use. Midco does not warrant or guarantee that it can prevent unauthorized use or misuse of the Service. Midco shall not be liable for any damages, including charges for Service under this Agreement that Customer may incur as a result of unauthorized use or misuse of the Service by Customer's employees, customers, contractors, agents, other third parties, or the public. Customer will remain responsible for all charges.

9. Network Integrity. If Midco determines in its sole discretion that action is necessary to protect its network and/or resources, Midco may take actions it determines appropriate, including: circuit blocking, port blocking, email virus scanning, denying email access or transmission, and putting limits on bandwidth and email usage. The Parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such action and no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such action. Unless the circuit block was prompted and necessary due to Customer's action or inaction, Customer will be relieved of all obligations to make payments for charges relating to Service for the period of the circuit blockage.

10. Equipment Network Addresses. In order to use the Service, Midco will provide to the Customer a non-portable TCP/IP network address(es). IP address space is a finite resource that is an essential requirement for all internet access services. Midco may provide Customer with routable IP addresses. Customer may be required to provide documented justification to receive any routable IP addresses. Any pre-existing Customer network address(es) may not be routable on the Midco network due to Midco network configuration.

11. Data Redundancy and Backup. Unless priced as a Customer Term in the Service Order and paid for by Customer, Midco shall not be responsible for the redundancy or preservation of Customer data. Customer shall be responsible for preventing data loss, preparing for a possible data loss, and the creation and regular maintenance of an archive backup not stored on Midco hardware. In the event backup services are listed as a Customer Term, Midco cannot guarantee the backup

**MIDCO
BUSINESS™**PO BOX 5010
Sioux Falls, SD 57117-5010

Midco Business Service Order

MSA #: | Account #:

process or that all data will be recoverable in the event of any failure or loss.

12. DDoS Mitigation Product Use. Midco uses a third-party product to monitor for Distributed Denial of Service (DDoS) attacks originating from outside Midco's network. If Customer purchases the Enhanced DDoS Mitigation product, Midco will provide a password to access the DDoS monitoring system, and Customer agrees and acknowledges that Customer will change the provided password upon first use of the same and will not provide that password to Midco or any third party. Midco will also verify Customer's username, which will have been provided to Midco by Customer during initial data collection for Customer's Enhanced DDoS Mitigation solution. From time to time, the third-party provider may make updates, replace or upgrade physical appliances and hardware, release a maintenance update, correction, bug fix, or otherwise modify its DDoS software and/or hardware (collectively, the "DDoS Updates"). Midco has no duty to notify Customer of any DDoS Updates, and the Enhanced DDoS Mitigation product may be unavailable during DDoS Updates. Customer will receive all such DDoS Updates if Customer purchases or is provided with Midco's Enhanced DDoS Mitigation product. Customer is not entitled to any options, upgrades, or future Midco or third-party DDoS products or services offered for an additional purchase. Customer acknowledges that the Enhanced DDoS Mitigation product is an on-demand solution to mitigate DDoS attacks originating from outside Midco. The Enhanced DDoS Mitigation product will not mitigate attacks that originate from another Midco customer.

13. Static IP Configuration Fees. Static IP configuration with Wi-Fi Pro cannot be completed remotely and Customer shall be responsible for additional installation fees if a Static IP is not requested prior to initial Wi-Fi Pro install. The timeliness of Static IP configuration is subject to Field Technician availability. During Static IP configuration, the Customer will experience downtime with their Wi-Fi network. Midco shall not be liable for any inconvenience, loss, liability, or damages resulting from such downtime which is expressly anticipated during configuration.

14. ACKNOWLEDGEMENT. BY SIGNATURE HEREIN, I/WE ACKNOWLEDGE THAT I/WE ARE AUTHORIZED TO ORDER THE SERVICES DESCRIBED ABOVE AND TO BIND THE COMPANY TO THIS CONTRACT. I/WE HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS SERVICE ORDER AND THE TERMS AND CONDITIONS COVERING THIS SERVICE ORDER AS POSTED AND UPDATED AT www.midco.com/legal



Midco Business Service Order

MSA #: | Account #:

Broadband Facts

Midco

Midco Business Internet 100 (Non-contract Price)

Fixed Broadband Consumer Disclosure

Monthly Price	\$105.00
----------------------	-----------------

This monthly price is not an introductory rate.

This monthly price does not require a contract.

Additional Charges & Terms

Provider Monthly Fees

Wi-Fi Pro Mo. Lease	\$8.00
---------------------	--------

Wi-Fi Pro Mo. Licensing Fee	\$8.00
-----------------------------	--------

One-time Fees at the Time of Purchase

Business Installation	\$499.00
-----------------------	----------

Early Termination Fee

Non-contract Price	\$0.00
--------------------	--------

Government Taxes	Varies by Location
-------------------------	--------------------

Discounts & Bundles

Refer to the enclosed paperwork for contract options, available billing discounts and exclusive pricing options for broadband services in your area. Early termination fees may apply. See your contract for details.

Speeds Provided with Plan

Typical Download Speed	104.6 Mbps
------------------------	------------

Typical Upload Speed	31.4 Mbps
----------------------	-----------

Typical Latency	28.9 ms
-----------------	---------

Data Included with Monthly Price	Unlimited GB
---	---------------------

Charges for Additional Data Usage	\$0/GB
-----------------------------------	--------

Network Management	Read Our Policy
---------------------------	---------------------------------

Privacy	Read Our Policy
----------------	---------------------------------

Customer Support

Contact us at [Business.Midco.com/Contact](https://business.midco.com/Contact) or [1.800.888.1300](tel:18008881300)

Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center.

fcc.gov/consumer

F0002621951S0000100Z000030



Midco Business Service Order

MSA #: | Account #:

Broadband Facts

Midco
 Midco Business Internet 200 (Non-contract Price)
 Fixed Broadband Consumer Disclosure

Monthly Price **\$135.00**

This monthly price is not an introductory rate.
 This monthly price does not require a contract.

Additional Charges & Terms

Provider Monthly Fees	
Wi-Fi Pro Mo. Lease	\$8.00
Wi-Fi Pro Mo. Licensing Fee	\$8.00
One-time Fees at the Time of Purchase	
Business Installation	\$499.00
Early Termination Fee	
Non-contract Price	\$0.00
Government Taxes	Varies by Location

Discounts & Bundles
 Refer to the enclosed paperwork for contract options, available billing discounts and exclusive pricing options for broadband services in your area. Early termination fees may apply. See your contract for details.

Speeds Provided with Plan	
Typical Download Speed	218.9 Mbps
Typical Upload Speed	41.8 Mbps
Typical Latency	28.9 ms

Data Included with Monthly Price	Unlimited GB
Charges for Additional Data Usage	\$0/GB
Network Management	Read Our Policy
Privacy	Read Our Policy

Customer Support
 Contact us at Business.Midco.com/Contact or [1.800.888.1300](tel:18008881300)

Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center.
fcc.gov/consumer

F0002621951S0000200Z000040