

Council Meeting
Tuesday, April 6, 2021
City Council Chamber
6:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda

- Minutes

- Council Minutes – March 16, 2021
- Park & Recreation Committee – March 17, 2021
- Utility Commission – March 24, 2021
- Planning Commission – March 30, 2021

- Regular Bills

2. Department Heads

3. Public Hearings - Residential Tax Abatement - 1424 River Road

4. Call for Public Hearings – Residential Tax Abatements

- Gove Acres – Lot 1, Block 1
- Gove Acres – Lot 2, Block 1
- Gove Acres – Lot 9, Block 1

5. 2021 Airport Crack Seal Project

6. Proclamation National Library Week

7. Planning Commission Recommendations

- Preliminary Plat - Kwik Trip - 251 First Avenue
- Conditional Use Permit - Car Wash (B-2 District)
- Gove Acres Final Development Stage Plan

8. Second Reading Ordinance No 189, 2nd Series – Ordinance Revising Abandoned, Unclaimed, Excess Property

9. Mayor Appointment – Hospital Board

10. Personnel - Hiring Recommendations

- Community Center- Maintenance/Custodian
- Park/Street – Seasonal Positions

11. New Business

12. Old Business

13. Contractor Payments

- Municipal Well No. 11 #2 – Mineral Services Plus, LLC \$51,909.90
- 2020 Jetter Truck – Flexible Pipe Tool Company \$122,097.74

14. Council Comments

15. Adjourn



**Regular Council Meeting
City Hall, Council Chamber
March 16, 2021
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Jones.

2. Roll Call:

Council Present: Mayor Dominic Jones, Marv Grunig, Jenny Quade, James Nelson and Jayesun Sherman

Council Absent: Jacqueline Schmidt

City Staff Present: Steve Nasby, City Administrator; Drew Hage, Development Director; Spencer Winzenried, Community Center Director and Andy Spielman, Building & Zoning Official

3. Pledge of Allegiance

4. Additions/Corrections to the Agenda:

Jones noted that Resolution No. 2021-18, entitled "RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED TAX ABATEMENT FOR NEW RESIDENTIAL PROJECT" should list 1955 1st Avenue as the correct address.

5. Consent Agenda:

- Minutes
 - Council Minutes – March 2, 2021
 - HRA – February 10, 2021
 - EDA Commission – March 8, 2021
 - Community Center Commission – March 9, 2021
 - Planning Commission – March 9, 2021
 - Library Board – March 9, 2021
- License – Exempt Gambling Permit – Windom Riverfest, Inc. – June 13, 2021
- Regular Bills

Motion by Quade second by Grunig approving the Consent Agenda with the City Council minutes as amended. Motion carried 4 – 0.

6. Department Heads:

None.

7. Public Hearings:

Drew Hage, Development Director, reviewed the three residential tax abatement requests. Each request is for a single-family home to be built in the City of Windom. Hage also explained the

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one remodeling tax abatement request. All publishing and public notifications have been completed as part of the abatement request process.

Residential Tax Abatement – 1945 4th Avenue:

Jones opened the Public Hearing at 6:35 PM.

No comments were received.

Jones closed the Public Hearing at 6:37 PM.

Council Member Grunig introduced the Resolution No. 2021-21, entitled "RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. §469.1813" for 1945 4th Avenue and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Grunig, Quade, Sherman and Nelson. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

Residential Tax Abatement – 63 6th Street:

Jones opened the Public Hearing at 6:39 PM.

No comments were received.

Jones closed the Public Hearing at 6:40 PM.

Council Member Quade introduced the Resolution No. 2021-22, entitled "RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. §469.1813" for 63 6th Street and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Sherman, Nelson, Grunig and Quade. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

Residential Tax Abatement – 1605 17th Street:

Jones opened the Public Hearing at 6:41 PM.

No comments were received.

Jones closed the Public Hearing at 6:42 PM.

Council Member Sherman introduced the Resolution No. 2021-23, entitled "RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. §469.1813" for 1605 17th Street and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Aye: Quade, Sherman, Nelson and Grunig. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

Cottonwood County Remodeling Tax Abatement Program – 1955 1st Avenue:

Hage clarified that this project is creating new residential housing units from existing hotel space. The total City abatement amount over five years will be \$30,290.

Jones opened the Public Hearing at 6:43 PM.

No comments were received.

Jones closed the Public Hearing at 6:44 PM.

Council Member Grunig introduced the Resolution No. 2021-24, entitled "RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. §469.1813" for 1955 1st Avenue and moved its adoption. The Resolution was seconded by Sherman and on roll call vote: Aye: Grunig, Sherman, Nelson and Quade. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

8. Call for Public Hearing – Residential Tax Abatement – 1424 River Road:

Hage said an application was received for 1424 River Road. The estimated construction cost is \$146,025 with a City abatement of \$1,070 per year for five years. The project uses existing infrastructure and meets the criteria of the program.

Council Member Quade introduced the Resolution No. 2021-25, entitled "RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED TAX ABATEMENT FOR NEW RESIDENTIAL PROJECT" for 1424 River Road and moved its adoption. The Resolution was seconded by Sherman and on roll call vote: Aye: Nelson, Grunig, Quade and Sherman. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 - 0.

Hage noted 12 applications have been received for the program within the City and 16 within the School District. The program has seen an increase in interest for new homes.

9. Resolution of Support HF #430/SF #1903 – Greater MN Housing Infrastructure Program:

Hage explained a legislature effort to provide funding for infrastructure costs. He has reached out to surrounding EDA leaders in support. Many cities use their own funds to construct infrastructure, so there is a shortage in monies to construct single family subdivisions (based on taxable lot value) versus multi-family subdivisions. Hage spoke to the State House Legislative Committee in favor of this bill and the Jackson EDA Director spoke to the State Senate. If the bill passes, it could provide up to \$16,000 per single-family lot or \$50,000 per multi-family lot. Qualifying expenditures include street, sewer and water costs. Staff is recommending Council adopt a Resolution of Support for the Greater Minnesota Housing Public Infrastructure Grant Program.

Council Member Grunig introduced the Resolution No. 2021-26, entitled "RESOLUTION SUPPORTING THE IMPORTANCE OF HOUSING FUNDING IN THE 2021 BONDING BILL" and moved its adoption. The Resolution was seconded by Sherman and on roll call vote: Aye: Grunig, Sherman, Nelson and Quade. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 - 0.

10. League of Minnesota Cities Insurance Trust (LMCIT) Renewal – Josh Peterson:

Josh Peterson, Bank Midwest agent of record, presented the 2021 City of Windom Insurance Renewal. He highlighted the following points:

- Dividend of \$14,280 paid out from the LMCIT for 2020
- All City property was appraised in 2020
- League of MN Cities oversight of \$9,000,000 in property value was missed in 2020, but they did not charge the premium difference when discovered
- Property Value increase of due to inflation, appraisal, and new properties

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- Remaining coverages remain fairly flat in cost
- Total Premium cost of \$305,467 is an increase of 13.9%
- Data Breach Response Coverage of \$500,000 (includes ransomware)
- Auto Liability increase due to the addition of newer vehicles (physical damage is included on police, fire, and emergency vehicles)
- Mobile property terms of coverage – LMCIT provides blanket coverage of \$200,000 per unit (max)
- Traveler's Policy Rate (Equipment) was 3.6%, the increase was due to value increase (Municipal Power Plant – Substations)
- Workman's Compensation had an increase in Experience Mod Factor to 0.95
 - A three-year period is used (2017 – 2019)
 - 2019 has a high claim amount
 - \$27,583 cost increase (20.5%)
 - Average Workman's Compensation insurance is up 13% overall (PTSD, Police Claims, etc.)

Council will need to act on the Statutory Tort Limit and Excess Liability Coverages.

Motion by Sherman second by Nelson to not waive the Statutory Tort limit of \$500,000 per claimant. Motion carried 4 – 0.

Motion by Grunig second by Sherman to not accept the Excess \$1 Million Liability Coverage for 2021. Motion carried 4 – 0.

11. Gove Acres Amended Development Stage Plan:

Andy Spielman, Building & Zoning Official, explained that the Gove Acres amendment includes the designation of the infrastructure from Preferred Choice Homes, LLC, to the City of Windom to own/maintain. City staff and the City Engineer have reviewed the revised infrastructure plans that comply with City requirements. Spielman highlighted the 22' wide Street with an increase pavement thickness, curb transition, sidewalk connection, and sewer main extension/connections. Sidewalk maintenance is the responsibility of the adjacent homeowner association. The Planning Commission is recommending approval of the Amended Development Stage Plan for Gove Acres.

Grunig asked if the Amended Development Stage Plan is typical to the current City requirements for planning and platting. Spielman answered the utilities are consistent with the City specifications. However, the street width of 22 feet is narrower than standard City Streets but it is a short street that ends in a cul-de-sac that cannot be extended. This Planned Unit Development will be managed by their Homeowners Association and will not allow street parking that would impede maintenance or snow removal.

Motion by Sherman second by Nelson to accept the Amended Development Stage Plan for Gove Acres. Motion carried 4 – 0.

12. Community Center:

Lutheran Social Service Meal Site Agreement

Spencer Winzenried, Community Center Director, reviewed the Lutheran Social Service (LSS) Meal Site Agreement. The City is requiring LSS to carry their own insurance and not be covered

as an additional insured under the City of Windom policy. Nasby added minor changes are listed in the Addendum to the Agreement.

Motion by Grunig second by Quade to approve the Lutheran Social Service Meal Site Agreement with the City of Windom. Motion carried 4 – 0.

Roof Repair Recommendations

Winzenried explained the roof replacements that are needed for both the flat roof over the gym area and the shingled roof. The shingled portion had an insurance claim evaluated by the League of Minnesota Cities Insurance Trust adjuster and it qualifies for a complete replacement via the insurance claim. Three quotes were received on this portion of the roof with Scott Rocker Construction with the low bid of \$32,700.

Motion by Nelson second by Sherman to approve Scott Rocker Construction to replace the peaked asphalt portion of the Community Center in the amount of \$32,700. Motion carried 4 – 0.

Winzenried said the flat roof on the gym area could be replaced for approximately \$110,000 to last 15 years or to apply a coating to the roof to extend the life of the existing roof up to 15 years (with a base warranty) as well. The Community Center Commission sought quotes for an epoxy coating option. Two quotes were received, with Schwickert's Tecta America, LLC bid of \$39,015 being the lowest. Schwickert's has provided roof maintenance for the Community Center in 2020. The contractor will evaluate underneath the existing roof for any needed repairs at an additional cost. This money has been budgeted in the Community Center Capital Improvement Budget.

Motion by Grunig second by Nelson to approve Schwickert's Tecta America, LLC, in the amount of \$39,015 for flat roof coating at the Community Center. Motion carried 4 – 0.

13. First Reading Ordinance No 189, 2nd Series – Ordinance Revising Abandoned, Unclaimed, Excess Property:

Nasby reviewed the Council recommendation to increase the negotiated sale amount of surplus property/equipment from \$1,000 to \$5,000. Any item valued at over \$5,000 will be offered to public sale to the highest bidder.

Motion by Nelson second by Sherman to approve the First Reading of Ordinance No 189, 2nd Series – Ordinance Revising Abandoned, Unclaimed, Excess Property. Motion carried 4 – 0.

14. New Business:

Nasby said the manufacturer of the insect fogging chemical did a voluntary recall on the spray that the City of Windom uses. The recall is a precautionary measure by the vendor to evaluate the packaging the product is stored in. The vendor will be replacing the recalled product and he is hopeful to get the replaced material in a timely matter for the normal insect control season.

15. Old Business:

None.

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16. Contractor Payment #2 – Airport – 2020 Runway Lighting – Werner Bros. Inc. \$10,069.50:

Nasby said that this is the Final Pay Request for the 2020 Runway Lighting Project. The engineer and the FAA have signed off on the work and recommend payment.

Motion by Sherman second by Grunig to approve the Pay Request #2 for Werner Bros. Inc. in the amount of \$10,069.50 for the 2020 Runway Lighting Project. Motion carried 4 – 0.

17. Council Comments:

Quade reminded that the Lions Club Palm Sunday Breakfast upcoming at the Community Center and encouraged attendance. She also wished everyone a Happy St. Patrick's Day.

Sherman hoped everyone has a great week.

Jones reiterated a Happy St. Patrick's Day.

18. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 7:54 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

Windom Park & Recreation Commission

Agenda for Wednesday, March 17, 2021

Windom City Hall, Council Chambers

Roll Call:

Present: Jason Kloss, Jackie Jurgens, , Jill Knapp, Jess Smith, Jenny Quade

Absent: Josh Schunk, Jackie Schmidt, Bryan Joyce, Ron Kuecker

City Staff: Tim Hogan, Arena/Recreation Director, Brian Cooley, Parks/Street Superintendent

Public Present: Tyann Marcy, Windom Chamber/CVB, Al Baloun, CVB, John Holt, Eric Haken, Lions Club
Joann Kaiser, CCAR

1. Call the Meeting to Order at 5:30, Motion to Approve or amend agenda. Meeting was called to order at 5:33pm by Jason Kloss. Motion to approve the agenda made by Smith and second by Jurgens. Motion passed by unanimous consent.
2. Approve Minutes or amend from the February 10, 2021 meeting. Motion by Jurgens to amend the Feb. 10 minutes to add Jason Kloss as present, second by Smith. Motion passed by unanimous consent.
3. Dog Park update from CCAR. Joanne provided information for discussion on dog park updates. Joann started with a thank you and appreciation for everyone that helped get the dog park completed. Joann asked about additional updates that would be done to the dog park. The first item was about a sidewalk or crushed rock to be placed in the entrance. Brian said as of right now additional crushed rock would be placed at the entrance and he is getting quotes for a concrete pad. The second item was in regards to signage. Signs would be put up for people that donated funds for the dog park. A request for a sign for rules to be put up in Spanish. Brian stated that a kiosk would be installed that would have the rules in both English and Spanish and that there would be emergency numbers to contact in case anything happens that may require out of town and local users to call in case of an emergency. Joann also mentioned that some dog silhouettes would be put up in memory of individuals that lost a pet. Joann also said that a sign would be going up by the liquor store with dog park information and location. The third item that was discussed was additional benches to be placed at the dog park. Some benches will also include names in memory of (Lisa Holt). Brian is getting cost on benches with names added. Fourth item discussed was the city Facebook and city website that would be updated to include the dog park on social media. Tim said that the city will add the dog park to the city website and we will continue to promote on social media pages. Fifth item was in reference to a water source being added. Brian said they will be adding water when the new shelter is built. Sixth item for discussion was about the dog waste stations in the park. Brian said his staff will be monitoring the supply of bags and will work to ensure that they are stocked. Seventh item discussed was the grass. Brian said they will continue to seed and get grass growing. Brian stated the weather at the end of fall last year just didn't help to get the grass seed they put in to grow very well. Eighth item was discussed on planting additional trees at the park. Joanne said the CCAR will be planting one in memory of Lisa Holt and Brian said they will be planting more as funds are available to do so. The ninth item Joann wanted to discuss was about additional garbage containers to be added in the park. Brian stated that he will work on getting more but the problem is that individuals in the community are bringing their residential trash from their homes and filling up the containers. They are not full from park visitor trash but rather people dumping residential trash. The tenth item was about having a ribbon cutting ceremony at some point to celebrate and recognize individuals that donated funds for the dog park. Discussion was held that a ceremony would be held when a few more amenities are added. Lastly Jackie Jurgens wanted to know about the size of the dog silhouettes. Joanne said that they would be an appropriate size that would fit on the fencing. Jill Knapp asked about the availability of the park if a concrete sidewalk is put in. Brian stated they would time it accordingly and shouldn't take more than a day or two.
4. Windom Chamber of Commerce:

- a) Tyann Marcy will be discussing some summer projects they have planned. Tyann Marcy discussed that the CVB plans to be holding concerts and movies in the parks in the summers. Tyann had questions in regards to reserving dates and what would all be need to hold these events. Discussion was held about obtaining permits from city hall and getting permission from the school and baseball association for use of Island Park baseball field. Brian stated that there would not be any glass allowed in the parks for these events as glass containers are not allowed in the parks. Tyann also mentioned that the CVB is planning on donating funds for kayaks to be placed up at cottonwood lake for use. A kiosk would be placed at the lake for people to rent kayaks using their cell phone and rent for a select amount of time at a certain dollar amount to be determined at a later date. Commission was excited about the CVB plans and welcomes the ideas.
5. Windom Lions Club presentation regarding Cottonwood lake Park. John Holt and Eric Haken came to discuss the plans of building a large shelter with bathrooms at Tegels Park. They have \$36,000 dollars already raised and said their vision is to use this building for concerts that the Lions Club puts on as well as the use for many other events during the year. This will help them eliminate the factors that weather has on there events. More information will be presented as they move forward with the process.
6. Update from the Riverfest Committee. Jackie Jurgens provided some updates on Riverfest. The dates have been set and want to confirm with the street department on the parade route. Brian said they would assist with the route as they have in years past.
7. Recreation Director report:
- a) The Hockey and ice skating season will end this week. The crews at the arena will start preparations for spring and summer. Tim said that the ice season would be coming to an end the last week of March. After the ice season is over the staff will be working on getting the ice out and transitioning for horse shows in the summer. Horse Show update Tim stated that there are 4 shows booked already and possibly a few more clinics will be added to the schedule.
8. Park Superintendent Report:
- a) Update on my time away from work during my surgery recovery. While I have been away from work could cause some delays in projects that I had planned earlier this year. Brian gave an update on his health and everything that he has been going through and that he is working from home and starting to get back to the office as much as he can between appointments.
- b) Summer help advertisement in the paper next week. Brian said he is looking to hire 4 part time seasonal workers this summer.
- c) At the next meeting, I will be providing a list of repairs and projects in the Parks for 2021. Brain said he has a large list of things he would like to accomplish this summer and will be bringing that list to the next meeting to discuss.
- d) Present idea about a tree contest in Island Park. Brian is going to be having some contests in the parks for people to engage in while they visit our parks. Brian said that he would like to invite park visitors to engage in the contests such as identifying species of trees.
9. Open Mike: Jenny Quade mentioned the idea of selling Lomen Park along highway 60 and potentially using those funds from the land sale to be put into a fund for park maintenance and repairs.
10. New Business: None
11. Old Business: None
12. Adjourn meeting. Meeting was adjourned at 6:53 by unanimous consent.

UTILITY COMMISSION MINUTES
Council Chambers
March 24, 2021

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m.

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Tom Riordan, Glen Francis (Electronic – 10:10 a.m.)
Member Absent: None
City Council Liaison: Marv Grunig
Staff Present: Glenn Lund, Water/Wastewater Foreman; Ryan Anderson, Water/Wastewater Superintendent; Jason Sykora, Electric Superintendent; Leesa Arndt, Utility Billing/Analyst

APPROVE MINUTES

Motion by Riordan second by Schwalbach to approve the February 24, 2021 Minutes. Motion carried 2 – 0.

ELECTRIC ITEMS

Asphalt/Concrete Bids

Sykora presented the quotes on the 11th Street Dead End and Electric Department building lot. Commission discussed curb/gutter work, slope, and the benefit of concrete over asphalt in the areas that need replacement.

Motion by Riordan second by Francis to accept the bid from Negen Construction, LLC in the amount of \$41,583.00 to remove and replace the 11th Street Dead End and the Electric Department Parking Lot/Driveway. Aye: Riordan, Francis, and Schwalbach. Nay: None. Motion carried 3 – 0.

Transmission Line Update

Sykora stated the engineering phase of the Transmission Line Replacement Project is nearly complete. Permits are being finalized and staff is awaiting a final quote. Sykora said the service line to HyLife Foods, LLC is currently a 1W line and recommended upgrading to a 4W line on the new Transmission Line Replacement Project. This line will be placed on the City of Windom easement area. Commission concurred.

Other Electric Items

Sykora said CAT completed inspections on the generators. Oil changes will be completed in the next week so the warranty extension will be valid.

Sykora addressed the CMPAS email requesting information to submit to Moody's. He said that this is an annual request and has a majority of the information compiled. Sykora presented the latest power bill and noted that the power contracts that the City of Windom has, allows the City to continue with a flat power rate (no power cost).

The Electric Department staff is completing locates on the East Hill to move forward with burying power lines. He expects this to begin next week.

WATER/WASTEWATER ITEMS

Landfill – MPCA Response

Anderson said MPCA is not interested in limited testing in this area. Staff is working with the State and responsible parties and the plans are to complete the requested testing in April.

North Highway 71 – Water Discussion

Anderson and Lund explained that two of three home owners on the North side of Hwy 71 are asking if the City of Windom can provide water service to their location. These properties are annexed in the City limits. Discussion included the size of the service line and staff determined that the 700' line (2" service line) would be best connected from Hospital Drive. Staff is awaiting a quote and will contact the property owners that are affected. The Commission agreed that all parties would benefit from this connection. Private lines from the water main to the individual residence would be the responsibility of the home-owner. City Council would have to approve any assessment funding for the water main portion of the project.

Other Water/Wastewater Items

Anderson said the pump has been placed in the new well. They are currently testing for 24-36 hours to verify production.

Anderson noted all freeze-up customers are back to normal service.

The new jetter truck had service lines that had incorrect fittings on them when built. The contractor is fixing all the fittings as needed and provided a loaner truck at their own expense.

Anderson said a contractor is at the Wastewater Plant tying in the Carbon Tank. He mentioned a few pumps had automatic settings that needed to be adjusted and are now corrected.

Lund declared that this would be his last Utility Commission Meeting.

REGULAR BILLS

Sykora added an invoice from DGR to be paid for engineering services for the Transmission Reconstruction Project in the amount of \$20,874.00

Motion by Riordan second by Francis to approve the Regular Bills, including the additional bill from DGR. Aye: Francis, Schwalbach, and Riordan. Nay: None. Motion carried 3 – 0.

OLD BUSINESS

None

NEW BUSINESS

The next meeting was set for April 28th at 10:00 in the City Council Chambers.

ADJOURN

Schwalbach adjourned the meeting at 10:50 am

Mike Schwalbach, Chairperson

Attest: _____
Marv Grunig, City Council Liaison

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
MARCH 30, 2021**

1. Call to Order: The meeting was called to order by Chairperson Wahl at 7:00 p.m.

2. Roll Call & Guest Introductions:

Planning Commission: Marilyn Wahl, Jared Baloun, Ben Byam, Lorri Cole, Carol Hartman (by Zoom), Jeremy Johnson, and Brandon Pletcher. Absent: Brett Mattson.

Also Present: B&Z Staff: Zoning Admin. Andy Spielman and Admin. Asst. Mary Hensen; Mayor Dominic Jones (Liaison); Dean George (Kwik Trip), Bramer Powers, Scott Veenker, Lindsey Cartwright, and Rahn Larson (Citizen).

3. Approval of Minutes: March 9, 2021

Motion by Commissioner Cole, seconded by Commissioner Pletcher, to approve the Planning Commission Minutes for the Meeting held on March 9, 2021. Vote by roll call: Ayes: Commissioners Wahl, Johnson, Baloun, Cole, Pletcher, and Byam; Nay: None; Absent: Commissioner Mattson. (Commissioner Hartman's response was inaudible.) **Motion carried 6-0.**

4. Public Hearings

A. Zoning Application – Preliminary Plat – Kwik Trip 1147

Applicant: Kwik Trip, Inc.

Owner: Country Pride Services Cooperative – 251 First Avenue

Chairperson Wahl referred the matter to Zoning Admin. Spielman. He recapped that the City Council previously approved the conditional use permit to allow the construction of a gas station/car wash on this property. He stated that a preliminary plat was filed by Kwik Trip, Inc. (Applicant/Purchaser) and Country Pride Services Cooperative (Owner). Although platting of the property is not required by City Code, Kwik Trip is proceeding to address issues with the existing legal description and existing easements that are no longer needed. The property description includes numerous right-of-way descriptions for railroad r-o-w, MnDOT r-o-w, City street r-o-w, and existing private easements, etc. Zoning Admin. Spielman advised that the City needs to follow the Code regarding platting and the first step is to hold a public hearing. He related that there are existing City services to this property and there would be no additional extensions of City services and this is not a new subdivision. The property that was platted covers the lot as it exists now.

The Planning Commission received copies of the public hearing notice, zoning application, aerial of the property, Preliminary Plat, and a draft of the Final Plat. The adjacent Defries' property is not included in this plat. Zoning Admin. Spielman reviewed details shown on the preliminary plat including the 20-foot ingress and egress easement that Country Pride granted to Mr. Defries. He advised that this is a private easement and there is a gas line and sanitary sewer line in that easement. The City Attorney has reviewed this easement and said that the City does not need to vacate that easement as it is a private easement between property owners and not used for public utilities. The Department Heads have reviewed the preliminary plat. The City Council placed a condition on the conditional use permit that Kwik Trip shall grant an access easement to Mr. Defries. Dean George (Kwik Trip) advised that Kwik Trip will be granting an access easement to Mr. Defries. They are just not sure at this time where it will be located because of pending discussions with MnDOT. Zoning Admin. Spielman reported that the Electric and Telecom Departments requested an easement along the North 10 feet of the property.

Chairperson Wahl opened the Public Hearing at 7:10 p.m. and asked if anyone from the public was present who wished to comment on this Preliminary Plat. Zoning Admin. Spielman also asked if there was anyone on the phone or on Zoom who wanted to comment on this Preliminary Plat. There were no comments. Chairperson Wahl closed the Public Hearing at 7:11 p.m. and referred the matter to the Planning Commission for discussion.

Dean George reiterated that a private easement with Mr. Defries will be granted. Kwik Trip is presently tweaking the design due to MnDOT's request. The building side will be reversed from the previous plan. He thinks that the access easement will be on the north edge around the canopy.

In response to a question, Zoning Admin. Spielman replied that the access easement is a perpetual easement, the easement would remain on the property for the life of the property even if the owners of the properties change whether that is Kwik Trip or Mr. Defries. He advised that the City would not review the easement language because it is a private easement. Even if Kwik Trip would sell its property, the private easement would remain. Mr. Defries (or a subsequent owner of his property) would have to sign off to vacate the easement.

There was a discussion concerning the proposed 10-foot utility easement on the north side of the property. One Commissioner questioned whether that easement was large enough to accommodate all the utilities to be placed in that area. The current easement is at least 25' wide to where the fiber crosses. Zoning Admin. Spielman had confirmed with Telecom Manager Jeff Dahna that the telecom service is a private feed to the Defries property and not a public line. The existing sewer line and gas line would be abandoned and placed in the new public easement or a private easement for Defries' property would be acquired.

Motion by Commissioner Baloun, seconded by Commissioner Byam, to approve the Preliminary Plat, entitled Kwik Trip 1147, as presented. Motion carried 6-0 by voice vote. (Due to technical difficulties, Commissioner Hartman was not on Zoom at that time.)

B. 7:05 P.M.: Zoning Application – Conditional Use Permit – Car Wash (B-2 District)

Applicants: Bramer Powers & Michelle Powers

Property Owners: Scott Veenker & Aimee Veenker

Zoning Admin. Spielman reported that an application for a conditional use permit to allow the construction of a car wash in the B-2 Highway Business District was submitted by Bramer and Michelle Powers (as Purchasers of the property) and Scott and Aimee Veenker as the property owners. The address of the property is 2488 Highway 60 East.

The Planning Commission received copies of the Public Hearing Notice, Zoning Application, aerial of the property, survey of the lot, concept drawing, and initial draft of a site plan. Zoning Admin. Spielman reviewed the survey, concept drawing, and initial draft of a site plan with the Commissioners. Currently the use of the property is as farm ground. He outlined the proposed area for stacking of vehicles and the traffic flow on the property and advised that the site plan was preliminary as the Purchasers would secure an engineered site plan once the project is approved by the City and pending issues with MnDOT are resolved. Zoning Admin. Spielman advised that the proposed project meets all criteria in City Code concerning car washes including stacking, parking, etc.

Chairperson Wahl opened the public hearing at 7:26 p.m. and asked for any comments from those present for the meeting. Zoning Admin. Spielman asked if anyone on Zoom or on the phone wished to comment on this application. No comments were received. Chairperson Wahl closed the public hearing at 7:27 p.m. and referred the matter to the Planning Commission for discussion. In response to a question about the existence of Maple Avenue and Cherry Street, Zoning Admin. Spielman replied that these two streets were platted as part of the Adele Subdivision which also covers the property where Runnings is located. They have not been opened by the City Council and are not improved yet.

Mayor Jones asked if the 40 feet on the South side to be retained by Veenkers is sufficient for a future public street right-of-way. Zoning Admin. Spielman replied that the blue highlighted area shown is the existing access road from Highway 60. MnDOT has been proposing several proposals including that the City open Maple Avenue and install a backage road. Another option is that the City open a City street on the existing access for Dollar General and on back to a cul-de-sac. The 40 feet will be retained by the current property owners. Dollar General has a permanent easement on the Veenkers' portion of the access and vice versa. Dollar General has expressed a willingness to work with the City on their 20 feet of the access which would provide the 60 feet of right-of-way necessary for a City street. Zoning Admin. Spielman said that for any future development in that area, MnDOT will require the installation of a turn lane on Highway 60. Bramer Powers briefed the Commission on his discussions with MnDOT. There was further discussion concerning access.

In response to a question by Mayor Jones, Zoning Admin. Spielman said that the Planning Commission's focus is the proposed use of the land. The Planning Commission can recommend approval of the CUP without confirmation of the access route to the property and it's his understanding that approval of the CUP should not commit the City to providing access.

Zoning Admin. Spielman confirmed that the site plan shows a 25-foot setback to meet City Code. He advised that the proposed use does meet the criteria for the findings of fact to grant a CUP including the fact that the property is served by City utilities which can accommodate the proposed use.

Motion by Commissioner Hartman, seconded by Commissioner Byam, to recommend City Council approval of the conditional use permit application by Bramer and Michelle Powers, as Purchasers, and Scott and Aimee Veenker, as Owners, to allow the construction of a car wash on property in a B-2 Zoning District.

The property is located at 2488 Highway 60 East in Windom and is described as: A tract in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 24, Township 105 North, Range 36 West in the City of Windom, Cottonwood County, Minnesota. (Tract consists of approx. 1.29 acres.) (Brief Description as the property is legally described on the copy of the survey provided.) (Parcel No. 25-024-0621 – Parcel No. also covers other land).

The motion includes that the jurisdictional documents and the findings of fact be made a part of the hearing record.

Findings of Fact for Conditional Use Permit:

- (1) As stated in the narrative herein.**
- (2) The proposed use will not be detrimental to the integrity of the B-2 Zoning District.**
- (3) The proposed use is not in conflict with the City's comprehensive plan.**
- (4) The proposed use will not unreasonably harm the public health, safety and welfare, create a nuisance, or create unreasonable congestion injurious to nearby properties.**
- (5) The proposed use does not interfere with the creation of a beneficial environment within its own property boundaries and on adjoining properties.**
- (6) The proposed use will not interfere with the provision of a reasonable economic benefit to the community.**
- (7) The provisions for interrelationship between the proposed development and contiguous and non-contiguous adjacent properties will not adversely affect pedestrian and vehicular movement and will not adversely affect the buffering of the service facilities and parking areas.**
- (8) The proposed project can be accommodated with existing public utilities and services and will not overburden the City's service capacity.**

Vote by roll call: Ayes: Commissioners Wahl, Hartman, Johnson, Baloun, Cole, Pletcher, and Byam. Nay: None. Absent: Commissioner Mattson. Motion carried 7-0.

Zoning Admin. Spielman advised that this recommendation will come before the City Council on April 6th.

5. Gove Acres Subdivision

A. Review of Final Plat: Zoning Admin. Spielman stated that the Planning Commission is reviewing the final plat for Gove Acres Subdivision and other documents in the Final Stage Plan for the PUD. At the last meeting, the Planning Commission recommended approval of an amendment of the Development Stage Plan because all of the utilities and street right-of-way will be dedicated to the City and the City will be responsible for future maintenance of these utilities and street including snow removal. The Final Plat has not changed from the

version reviewed by the Planning Commission at the March 9th Meeting. Zoning Admin. Spielman outlined the easement locations, etc. on the Final Plat. He advised that the Final Stage Plan includes all of the items requested of the Developers in the Development Stage Plan.

B. Review of Governing Documents (Homeowners' Association) & Restrictive Covenants: Zoning Admin. Spielman advised that the City Code requires these documents. A Homeowners' Association was established and will own and maintain the common elements, such as walking path, clubhouse, storm water ponds, etc. Zoning Admin. Spielman said that the City wanted no parking on the street and that is included in the covenants and will be enforced by the Homeowner's Association. He briefly explained the purpose of each of the documents. In response to a question, he advised that he had reviewed the Declaration of Restrictive Covenants closely. Lindsey Cartwright (one of the members of Preferred Choice Homes, LLC) said that the documents have been reviewed by the City Attorney. The Declaration of Covenants, Conditions, Restrictions and Easements will be recorded in the Cottonwood County Recorder's Office with the Final Plat. These covenants run with the land.

Zoning Admin. Spielman advised that one recommendation by the City is to amend Subsection 14.1.2 to read: Approval by the City of Windom for amendments to any Restrictive Covenants that pertain to Common Elements. Then the existing Subsections 14.1.1 and 14.1.2 would be renumbered as 14.1.2 and 14.1.3.

Zoning Admin. Spielman confirmed that any amendment of the Restrictive Covenants must be in writing and recorded with the Cottonwood County Recorder's Office.

Zoning Admin. Spielman referred to the Gove Acres Homeowners' Association Rules and Regulations which is a working document that won't be recorded. This document will be provided to the property owners and includes the restrictive covenants which meet and exceed all of the requirements in the City Code for restrictive covenants. If City levies special assessments against the common elements, these special assessments shall be allocated equally among the units. (A unit is a platted lot and any improvements on the lot including the dwelling but excluding common elements.)

C. Approval of Final Stage Plan:

Motion by Commissioner Cole, seconded by Commissioner Johnson, recommending City Council approval of the Final Stage Plan of Gove Acres PUD including the Final Plat of Gove Acres Subdivision.

Commissioner Hartman requested an amendment of the motion to include the requirement that the Declaration of Covenants be revised to include a new Subsection 14.1.1 which states "Approval by the City of Windom for amendments to any Restrictive Covenants that pertain to Common Elements." and renumbering of existing subsections. This amendment was seconded by Commissioner Byam.

Vote on the amended motion by roll call: Ayes: Commissioners Byam, Pletcher, Cole, Baloun, Johnson, Hartman, and Wahl. Nay: None. Absent: Commissioner Mattson. Motion carried 7-0.

Zoning Admin. Spielman advised that this recommendation will come before the City Council on April 6th.

6. Other Business/Reports: None.

7. Unfinished Business: Zoning Admin. Spielman reported that 7 responses to the RFP were received. The Committee was scheduled to meet on Thursday, April 1st, to review these responses and select 2 or 3 firms to give presentations to the Planning Commission on April 13th. (Note: The date for the Committee to review the responses was later changed to April 5th.)

8. New Business: The next regularly-scheduled Planning Commission Meeting is April 13th.

9. Planning Commission Comments, Concerns, Suggestions: None.

10. Adjourn: On consensus, Chairperson Wahl adjourned the meeting at 8:06 p.m.

Marilyn Wahl, Chairperson

Attest: _____
Andy Spielman, Zoning Administrator



Windom, MN

Expense Approval Report

By Fund

Payment Dates 3/13/2021 - 4/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	100-20202	7,005.00
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	100-20202	19,492.00
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	100-20202	69.51
TANGLEWOOD	20758-7	03/24/2021	REFUND - STATEMENT CREDIT	100-20191	8.55
PAUL CROWELL	2860-4	03/24/2021	REFUND - STATEMENT CREDIT	100-20191	5.94
FORTUNE LOGISTICS	34827-0	03/24/2021	REFUND - STATEMENT CREDIT	100-20191	143.04
CHARLIZE MATHIS	43050-0	03/24/2021	REFUND - STATEMENT CREDIT	100-20191	36.49
SMITH APPLIANCE SERVICE LL	7950-3	03/24/2021	REFUND - STATEMENT CREDIT	100-20191	8.55
					26,769.08
Activity: 41110 - Mayor & Council					
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-41110-326	24.56
CITIZEN PUBLISHING CO	20210228	03/05/2021	#CITYW - FEB 2021	100-41110-350	410.80
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-41110-365	1,215.00
Activity 41110 - Mayor & Council Total:					1,650.36
Activity: 41310 - Administration					
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-41310-321	86.14
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-41310-326	291.85
CITIZEN PUBLISHING CO	20210228	03/05/2021	#CITYW - FEB 2021	100-41310-350	182.60
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-41310-361	463.37
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-41310-365	620.00
CITIZEN PUBLISHING CO	20210305	03/05/2021	CITY CLERK - 2 YR RENEWAL	100-41310-433	81.00
FURTHER (Select Account)	15628818	03/25/2021	HSA EMPLOYEE CONTRIBUTIO	100-41310-217	146.25
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	100-41310-133	80.00
Activity 41310 - Administration Total:					1,951.21
Activity: 41910 - Building & Zoning					
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-41910-321	65.10
CENTURY BUSINESS PRODUCT	557969	03/09/2021	#SF7308 - SUPPLIES	100-41910-200	37.14
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-41910-365	263.00
INDOFF, INC	3453192	03/17/2021	218055-EDA & PZ SUPPLIES	100-41910-200	25.45
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	100-41910-321	41.50
INDOFF, INC	3457574	03/30/2021	218055-EDA-SUPPLIES	100-41910-200	4.65
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	100-41910-133	24.00
Activity 41910 - Building & Zoning Total:					460.84
Activity: 41940 - City Hall					
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-41940-381	437.13
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-41940-382	56.74
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-41940-385	119.82
HOMETOWN SANITATION SER	0000406349	03/05/2021	#1465 - GARBAGE SERVICE - C	100-41940-384	97.99
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-41940-362	2,719.00
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	100-41940-383	664.83
Activity 41940 - City Hall Total:					4,095.51
Activity: 42120 - Crime Control					
AMAZON CAPITAL SERVICES, I	17Y9-L9JN-YQRM	03/25/2021	A2Q0YJ8ZNZN2YT WPD/MAIN	100-42120-405	31.56
LEASE FINANCE PARTNERS	3250 02-19-21	02/23/2021	#3250 - LEASE EQUIPMENT	100-42120-326	-26.70
AT & T MOBILITY	287293102788X03032021	03/17/2021	287293102788-TELEPHONE P	100-42120-321	3,196.63
LANGUAGE LINE SERVICES, IN	10186804	03/17/2021	9020909031-POLICE INTERPR	100-42120-327	113.49
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-42120-321	32.63
INDOFF, INC	3450839	03/09/2021	#218055 - POLICE - SUPPLIES	100-42120-200	39.99
SHI INTERNATIONAL CORP	B13104841	03/10/2021	#1040191 - DATA PROCESSIN	100-42120-326	145.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42120-361	3,988.07
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42120-363	4,296.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42120-363	5,144.00

Expense Approval Report

Payment Dates: 3/13/2021 - 4/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42120-365	59.00
WINDOM AREA HEALTH	310663068	03/17/2021	30005319-POLICE MEDICAL	100-42120-305	40.00
INDOFF, INC	3452293	03/17/2021	218055-POLICE OFFICE SUPPL	100-42120-200	60.65
FLEET SERVICES DIVISION	2021080001	03/25/2021	A00WIN-WPD/VEHICLE LEASE	100-42120-419	1,654.83
GRAFIX SHOPPE	138049	03/17/2021	121005-POLICE PRINTING & D	100-42120-350	113.09
INDOFF, INC	3454195	03/25/2021	218055-SUPPLIES	100-42120-200	55.83
SCB PUBLIC FINANCE	40049-01/5-60 04-14	03/17/2021	LEASE PAYMENT 4/14/21	100-42120-419	1,054.07
LEASE FINANCE PARTNERS	20210325	03/25/2021	WPD/LEASE-DATA PROCESSIN	100-42120-326	507.30
FORD MOTOR CREDIT CO LLC	1765177	03/30/2021	9482800-VEHICLE LEASE - 201	100-42120-419	663.95
INDOFF, INC	3456402	03/30/2021	218055-SUPPLIES	100-42120-200	49.89
INDOFF, INC	3456762	03/30/2021	218055-POLICE-SUPPLIES	100-42120-200	24.99
AMAZON CAPITAL SERVICES, I	1PFJ-9NTP-K3YV	03/30/2021	POLICE-MAINTENANCE - OFFI	100-42120-404	170.31
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	100-42120-133	160.00
Activity 42120 - Crime Control Total:					21,574.58

Activity: 42220 - Fire Fighting

ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-42220-321	42.82
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-42220-381	305.34
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-42220-382	15.28
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-42220-385	34.96
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	100-42220-217	35.88
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	100-42220-404	47.94
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	100-42220-405	4.39
HOMETOWN SANITATION SER	0000406388	03/09/2021	#20782 - GARBAGE SERVICE -	100-42220-384	46.19
INDOFF, INC	3450993	03/09/2021	#218055 - FIRE - SUPPLIES	100-42220-200	73.78
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42220-361	596.54
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42220-362	1,660.78
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42220-363	1,232.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42220-363	384.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-42220-365	1,078.38
MUNICIPAL EMERGENCY SER	IN1555921	03/12/2021	C30603-FIRE MATERIALS	100-42220-215	391.07
HEIMAN FIRE EQUIP. CO	0896577-IN	03/24/2021	0006074-MAINTENANCE - OF	100-42220-404	129.15
EMERGENCY APPARATUS MAI	114158	03/17/2021	FIRE-MAINTENANCE	100-42220-405	1,656.83
EMERGENCY APPARATUS MAI	116168	03/17/2021	FIRE-MAINTENANCE	100-42220-405	554.34
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	100-42220-383	551.00
MUNICIPAL EMERGENCY SER	IN1559702	03/24/2021	C30603-FIRE-MATERIALS	100-42220-215	1,369.51
ARAMARK	2801269853	03/23/2021	28001722-CLEANING/SUPPLIE	100-42220-211	42.00
Activity 42220 - Fire Fighting Total:					10,252.18

Activity: 42500 - Civil Defense

ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-42500-381	30.26
Activity 42500 - Civil Defense Total:					30.26

Activity: 42700 - Animal Control

COTTONWOOD VET CLINIC	20210228	03/17/2021	328-BOARDING SERVICES	100-42700-300	133.00
Activity 42700 - Animal Control Total:					133.00

Activity: 43100 - Streets

SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	100-43100-404	10.58
SANFORD HEALTH OCCUPATIO	589493	03/12/2021	WINDOM-NEW HIRE DOT	100-43100-480	30.00
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-43100-217	70.00
SMITH AUTO SUPPLY - CARQU	20210228	03/26/2021	91380-MAINTENANCE FEB 20	100-43100-241	75.98
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-43100-321	46.21
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-43100-381	267.84
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-43100-381	1,108.55
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-43100-382	20.65
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-43100-385	45.48
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	100-43100-211	17.98
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	100-43100-241	9.45
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	100-43100-401	3.99
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	100-43100-404	5.67
HOMETOWN SANITATION SER	0000406350	03/09/2021	#1466 - GARBAGE SERVICE - S	100-43100-384	97.99
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-43100-361	1,850.03

Expense Approval Report

Payment Dates: 3/13/2021 - 4/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-43100-362	2,516.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-43100-363	950.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-43100-363	1,704.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-43100-365	1,078.38
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-43100-365	10.00
JOHNSON HARDWARE	11847	03/12/2021	STREET DEPT MAINTENANCE	100-43100-404	26.28
SCOTT VEENKER	27590	03/17/2021	STREET - MAINTENANCE	100-43100-224	2,250.00
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	100-43100-383	652.61
TRUCK CENTER COMPANIES	X203099298-01	03/24/2021	34896-MAINTENANCE - OFFIC	100-43100-404	93.26
RED ROCK QUARRY INC	4077	03/23/2021	591-STREET MAINTENANCE	100-43100-224	521.22
RED ROCK QUARRY INC	4081	03/29/2021	591-STREET MAINTENANCE	100-43100-224	666.70
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	100-43100-321	42.32
WINDOM TOWING LLC	12788	03/26/2021	WSD SKIDLOADER/MAINTENA	100-43100-404	40.00
LUND'S BODY SHOP	4609	03/29/2021	STREET -MAINTENANCE - VEH	100-43100-405	1,941.75
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	100-43100-133	80.00
Activity 43100 - Streets Total:					16,232.92

Activity: 45120 - Recreation

LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-45120-361	142.42
Activity 45120 - Recreation Total:					142.42

Activity: 45202 - Park Areas

SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	100-45202-404	14.54
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	100-45202-406	69.98
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-45202-326	466.67
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	100-45202-381	436.61
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	100-45202-402	17.47
HOMETOWN SANITATION SER	0000406351	03/09/2021	#1467 - GARBAGE SERVICE - S	100-45202-384	55.98
HOMETOWN SANITATION SER	0000406362	03/09/2021	#2348 - GARBAGE SERVICE - I	100-45202-384	20.99
HOMETOWN SANITATION SER	0000406363	03/09/2021	#2351 - GARBAGE SERVICE - K	100-45202-384	31.99
HOMETOWN SANITATION SER	0000406394	03/09/2021	#24368 - GARBAGE SERVICE -	100-45202-384	20.99
MTI DISTRIBUTING, INC	1291579-00	03/10/2021	#231600 - MAINTENANCE	100-45202-404	379.90
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-45202-361	688.33
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-45202-362	17,875.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-45202-363	130.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-45202-363	256.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	100-45202-365	1,078.38
MTI DISTRIBUTING, INC	1292751-00	03/23/2021	231600-MAINTENANCE-OFFIC	100-45202-404	65.01
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	100-45202-133	16.00
Activity 45202 - Park Areas Total:					21,623.84
Fund 100 - GENERAL Total:					104,916.20

Fund: 211 - LIBRARY

Activity: 45501 - Library

ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	211-45501-321	26.70
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	211-45501-326	203.33
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	211-45501-381	219.48
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	211-45501-382	19.50
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	211-45501-385	41.82
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	211-45501-361	702.05
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	211-45501-362	3,066.00
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	211-45501-383	429.28
MICROMARKETING, LLC	843247	03/26/2021	9985-BOOKS/PAMPHLETS	211-45501-435	144.22
MT LAKE PUBLIC LIBRARY	20210330	03/30/2021	MT LAKE LIBRARY- DUES	211-45501-433	118.00
CLIFTON-LARSON-ALLEN, LLP	2777459	03/25/2021	094-82822 AUDIT SERVICE	211-45501-480	500.00
RAGE INC - CAMPUS CLEANER	37297	03/26/2021	6131-MAINTENANCE - STRUC	211-45501-402	34.00
MICROMARKETING, LLC	844247	03/29/2021	9985-LIBR BOOKS/PAMPHLET	211-45501-435	29.74
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	211-45501-133	16.00
Activity 45501 - Library Total:					5,550.12
Fund 211 - LIBRARY Total:					5,550.12

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
SOUTH CENTRAL ELECTRIC	367400 01/31/2021	03/15/2021	367400-ELECTRIC UTILITY	225-45127-381	1,249.00
SOUTH CENTRAL ELECTRIC	20210228	03/29/2021	EL-FEB 2021	225-45127-381	396.36
SOUTH CENTRAL ELECTRIC	20210228	03/29/2021	EL-FEB 2021	225-45127-381	1,131.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	225-45127-361	389.95
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	225-45127-362	18,108.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	225-45127-365	629.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	225-45127-365	537.00
SOUTH CENTRAL ELECTRIC	367403 01/31/21	03/15/2021	367403-AIRPORT ELECTRIC UT	225-45127-381	407.07
SOUTHWEST MN BROADBAN	20210315	03/17/2021	886-AIRPORT PHONE	225-45127-321	27.57
CLIFTON-LARSON-ALLEN, LLP	2777459	03/25/2021	094-82822 AUDIT SERVICE	225-45127-480	500.00
MN POLLUTION CONTROL AG	10000119500	03/29/2021	AIRPORT-MAINTENANCE - VE	225-45127-406	400.00
Activity 45127 - Airport Total:					23,774.95
Activity: 49950 - Capital Outlay					
WERNER BROS. INC.	20210317	03/17/2021	154865-PAYMENT 2 RUNWAY	225-49950-500	10,069.50
SEH	401571	03/10/2021	#6931 - AIRPORT CIP	225-49950-500	2,500.00
SEH	401572	03/10/2021	#6931 - AIRPORT CIP	225-49950-500	2,900.00
Activity 49950 - Capital Outlay Total:					15,469.50
Fund 225 - AIRPORT Total:					39,244.45
Fund: 230 - POOL					
Activity: 45124 - Pool					
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	230-45124-217	133.33
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	230-45124-381	29.50
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	230-45124-361	402.84
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	230-45124-365	4,683.00
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	230-45124-383	48.09
CLIFTON-LARSON-ALLEN, LLP	2777459	03/25/2021	094-82822 AUDIT SERVICE	230-45124-480	500.00
Activity 45124 - Pool Total:					5,796.76
Fund 230 - POOL Total:					5,796.76
Fund: 235 - AMBULANCE					
VICTORIA ZIMMER	180102	03/18/2021	PATIENT REFUND	235-34205	370.00
					370.00
Activity: 42153 - Ambulance					
COUNTRY PRIDE SERVICE	20210131	03/15/2021	#970744 - FUEL	235-42153-212	64.01
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	235-42153-321	28.54
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	235-42153-381	203.56
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	235-42153-382	10.19
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	235-42153-385	23.30
HOMETOWN SANITATION SER	0000406388	03/09/2021	#20782 - GARBAGE SERVICE -	235-42153-384	30.80
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	235-42153-361	1,434.72
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	235-42153-362	1,107.18
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	235-42153-363	420.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	235-42153-363	775.00
ZOLL MEDICAL CORPORATION	3242839	03/15/2021	#114982 - AMB MAINTENANC	235-42153-404	1,093.64
VERIZON WIRELESS	9875007431	03/07/2021	#986701203-00001 - AMB CR	235-42153-321	-73.11
TIM HACKER	20210308	03/10/2021	AMBULANCE EXPENSE	235-42153-334	94.69
P.M. REPAIR & DETAILING	20816	03/29/2021	AMBULANCE-MAINTENANCE	235-42153-405	102.32
DAN MESNER	20210309	03/23/2021	AMB-EXPENSE	235-42153-334	21.22
BOUND TREE MEDICAL, LLC	83980829	03/17/2021	AMBULANCE-OPERATING SUP	235-42153-217	177.00
P.M. REPAIR & DETAILING	20836	03/29/2021	AMBULANCE-MAINTENANCE	235-42153-405	267.82
EXPERT T BILLING	8313	03/15/2021	WINDOM AMB - DATA PROCE	235-42153-326	2,349.00
P.M. REPAIR & DETAILING	20859	03/29/2021	AMBULANCE-MAINTENANCE	235-42153-405	492.04
P.M. REPAIR & DETAILING	20862	03/30/2021	AMB-UNIT 27 FRONT TIRES-M	235-42153-405	252.02
JODI JOHNSON	20210314	03/23/2021	AMB-EXPENSE	235-42153-334	136.76
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	235-42153-383	367.33
MN AMBULANCE ASSOC	739	03/17/2021	MEMBERSHIP RENEWAL-AMB	235-42153-308	851.00
JNC ELECTRIC, LLC	2046	03/23/2021	AMBULANCE-MAINTENANCE	235-42153-406	343.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUICK PRINT	2182	03/18/2021	OPERATING SUPPLIES-AMBUL	235-42153-217	86.50
DONNA MARCY	20210321	03/23/2021	DOLLAR GENERAL-OPERATIN	235-42153-217	4.28
TIM HACKER	20210321	03/23/2021	AMB-EXPENSE	235-42153-334	49.53
MEGAN BRAMSTEDT	20210321	03/23/2021	AMB-EXPENSE	235-42153-334	195.35
CLIFTON-LARSON-ALLEN, LLP	2777459	03/25/2021	094-82822 AUDIT SERVICE	235-42153-480	500.00
ARAMARK	2801269853	03/23/2021	28001722-CLEANING/SUPPLIE	235-42153-406	28.00

Activity 42153 - Ambulance Total: 11,436.29

Fund 235 - AMBULANCE Total: 11,806.29

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	250-46520-321	65.10
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	250-46520-321	257.38
CITIZEN PUBLISHING CO	20210228	03/05/2021	#CITYW - FEB 2021	250-46520-340	74.00
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	250-46520-381	113.83
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	250-46520-382	18.56
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	250-46520-385	35.18
CENTURY BUSINESS PRODUCT	557969	03/09/2021	#SF7308 - SUPPLIES	250-46520-200	74.29
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	250-46520-362	7,191.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	250-46520-365	717.40
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	250-46520-365	33.00
BEIM CONSULTING	1832	03/30/2021	EDA-WEB MAINTENANCE	250-46520-439	130.00
MN ENERGY RESOURCES	3627551061	03/17/2021	0508667309-00003-GAS UTILI	250-46520-383	455.67
EHLERS & ASSOC., INC.	86467	03/15/2021	TIF ADMIN - CONSULTING	250-46520-301	127.50
EHLERS & ASSOC., INC.	86468	03/15/2021	TIF RPT 20 AUDITING & CONS	250-46520-301	1,530.00
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	250-46520-321	27.93
CLIFTON-LARSON-ALLEN, LLP	2777459	03/25/2021	094-82822 AUDIT SERVICE	250-46520-301	1,450.00
INDOFF, INC	3457574	03/30/2021	218055-EDA-SUPPLIES	250-46520-200	4.65
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	250-46520-133	24.00

Activity 46520 - EDA Total: 12,329.49

Fund 250 - EDA GENERAL Total: 12,329.49

Fund: 252 - EDA SCDP

Activity: 46520 - EDA

SW MN HOUSING PARTNERSH	CDAP-17-0039-0-FY18 5	03/23/2021	B22-DEED GRANTS/LOANS	252-46520-491	2,634.90
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Activity 46520 - EDA Total: 2,634.90

Fund 252 - EDA SCDP Total: 2,634.90

Fund: 254 - NORTH IND PARK

Activity: 46520 - EDA

SOUTH CENTRAL ELECTRIC	20210228	03/29/2021	EL-FEB 2021	254-46520-381	135.68
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Activity 46520 - EDA Total: 135.68

Fund 254 - NORTH IND PARK Total: 135.68

Fund: 306 - 2013 STREET IMPROVEMENT

Activity: 41000 - General Government

EHLERS & ASSOC., INC.	86380	03/15/2021	GO IMPROVEMENT BONDS 20	306-41000-301	1,500.00
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Activity 41000 - General Government Total: 1,500.00

Fund 306 - 2013 STREET IMPROVEMENT Total: 1,500.00

Fund: 401 - GENERAL CAPITAL PROJECTS

Activity: 49950 - Capital Outlay

MUNICIPAL EMERGENCY SER	IN1557882	03/17/2021	C30603-BENNETT FIRE	401-49950-502	9,107.74
DGR ENGINEERING	00245721	03/12/2021	PRN #370342.00 2021 RIVER	401-49950-439	1,002.00
DGR ENGINEERING	00245724	03/12/2021	PRJ# 371039.00 2022 10TH ST	401-49950-439	1,974.00
JNC ELECTRIC, LLC	2028	03/17/2021	FIRE-MEMORIAL	401-49950-502	1,115.00
MARK & DEBRA STEVENS	20210315	03/15/2021	BLIGHTED HOMES INCENTIVE	401-49950-506	2,500.00
PRORIDER INC	78169	03/23/2021	401 FUND HELMETS	401-49950-501	747.40

Activity 49950 - Capital Outlay Total: 16,446.14

Fund 401 - GENERAL CAPITAL PROJECTS Total: 16,446.14

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 601 - WATER					
INNOVATIVE SYSTEMS LLC	53815	03/05/2021	BILLING SYSTEM INSTALL/TRA	601-16420	305.30
					305.30
Activity: 49400 - Water					
HAWKINS, INC	4857594	03/23/2021	110775-CHEMICALS	601-49400-216	4,767.56
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	601-49400-404	115.72
GOPHER STATE ONE CALL	1020840	03/01/2021	#MN00774 - LOCATES	601-49400-321	3.03
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	601-49400-321	51.32
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	601-49400-326	70.00
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	601-49400-381	4,674.10
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	601-49400-382	18.23
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	601-49400-385	37.76
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	601-49400-386	29.50
HOMETOWN SANITATION SER	0000406353	03/09/2021	#1469 - GARBAGE SERVICE	601-49400-384	99.99
INNOVATIVE SYSTEMS LLC	53586	03/01/2021	BILLING SYSTEM MAINTENAN	601-49400-326	760.50
INDOFF, INC	3451005	03/10/2021	#218055 - WATER - SUPPLIES	601-49400-200	43.84
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	601-49400-361	3,498.80
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	601-49400-362	7,690.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	601-49400-363	256.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	601-49400-363	265.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	601-49400-365	1,078.38
MN VALLEY TESTING	1077014	03/17/2021	23162-LAB TESTING	601-49400-310	79.00
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	601-49400-383	577.51
CORE & MAIN LP	N904879	03/30/2021	181738-WA-MAINTENANCE -	601-49400-408	55.49
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	601-49400-321	99.64
CLIFTON-LARSON-ALLEN, LLP	2777459	03/25/2021	094-82822 AUDIT SERVICE	601-49400-301	2,000.00
CORE & MAIN LP	N918276	03/30/2021	181738-WA-MAINTENANCE -	601-49400-408	96.48
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	601-49400-133	48.00
Activity 49400 - Water Total:					26,415.85
Fund 601 - WATER Total:					26,721.15
Fund: 602 - SEWER					
INNOVATIVE SYSTEMS LLC	53815	03/05/2021	BILLING SYSTEM INSTALL/TRA	602-16420	305.30
					305.30
Activity: 49450 - Sewer					
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	602-49450-404	33.84
GOPHER STATE ONE CALL	1020840	03/01/2021	#MN00774 - LOCATES	602-49450-321	3.04
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	602-49450-321	176.25
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	602-49450-326	70.00
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	602-49450-381	9,173.17
SOUTH CENTRAL ELECTRIC	20210228	03/29/2021	EL-FEB 2021	602-49450-381	237.60
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	602-49450-382	122.03
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	602-49450-212	29.97
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	602-49450-404	24.06
INNOVATIVE SYSTEMS LLC	53586	03/01/2021	BILLING SYSTEM MAINTENAN	602-49450-326	760.50
INDOFF, INC	3451005	03/10/2021	#218055 - WATER - SUPPLIES	602-49450-200	43.83
MN VALLEY TESTING	1076654	03/10/2021	#23162 - LAB TESTING	602-49450-310	88.40
MN VALLEY TESTING	1076667	03/10/2021	#23162 - LAB TESTING	602-49450-310	1,077.00
MN VALLEY TESTING	1076736	03/10/2021	#23162 - LAB TESTING	602-49450-310	247.60
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	602-49450-361	4,377.68
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	602-49450-362	10,032.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	602-49450-363	586.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	602-49450-363	412.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	602-49450-365	1,078.38
MID-AMERICAN RESEARCH C	0725997-IN	03/18/2021	00-3304989-WATER DEPT MA	602-49450-404	574.00
MN VALLEY TESTING	1077079	03/17/2021	23162-LAB TESTING	602-49450-310	148.40
MN VALLEY TESTING	1077105	03/17/2021	23162-LAB TESTING	602-49450-310	14.40
MN VALLEY TESTING	1077577	03/18/2021	23162-LAB TESTING	602-49450-310	134.40
MN VALLEY TESTING	1077600	03/18/2021	23162 LAB TESTING	602-49450-310	88.40
MN VALLEY TESTING	1077724	03/18/2021	23162-LAB TESTING	602-49450-310	247.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN VALLEY TESTING	1077786	03/18/2021	23162 LAB TESTING	602-49450-310	148.40
ELECTRIC FUND	20210311	03/23/2021	WATER-RAB LED FIXTURES	602-49450-402	298.68
DUANE W. NIELSEN COMPAN	12145	03/18/2021	ORDER # 2170 MAINTENANCE	602-49450-404	704.25
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	602-49450-383	2,159.45
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	602-49450-383	20.54
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	602-49450-383	71.02
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	602-49450-383	18.00
MN VALLEY TESTING	1078576	03/23/2021	23162-LAB TESTING	602-49450-310	88.40
MN VALLEY TESTING	1078773	03/23/2021	23162-LAB TESTING	602-49450-310	239.60
MN VALLEY TESTING	1078774	03/23/2021	23162-LAB TESTING	602-49450-310	119.00
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	602-49450-321	121.52
CLIFTON-LARSON-ALLEN, LLP	2777459	03/25/2021	094-82822 AUDIT SERVICE	602-49450-301	2,000.00
MN POLLUTION CONTROL AG	10000118205	03/30/2021	2636-WA-ANNUAL LICENSE FE	602-49450-444	5,900.00
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	602-49450-133	48.00

Activity 49450 - Sewer Total: 41,717.41

Fund 602 - SEWER Total: 42,022.71

Fund: 604 - ELECTRIC

IRBY ELECTRICAL DISTRIBUTO	S012249275.004	03/03/2021	#114464 - INVENTORY	604-14200	129.00
INNOVATIVE SYSTEMS LLC	53815	03/05/2021	BILLING SYSTEM INSTALL/TRA	604-16420	1,221.17
WERNER ELECTRIC	S010453799.001	03/17/2021	EL-INVENTORY	604-14200	48.78
RESCO - RURAL ELECTRIC SUP	801194-00	03/17/2021	EL-INVENTORY	604-14200	40,687.00
WERNER ELECTRIC	S010453799.002	03/17/2021	EL-INVENTROY	604-14200	81.29
DGR ENGINEERING	00245746	03/12/2021	PRJ#425303.00/EL NEW TRAN	604-16300	20,874.00
RESCO - RURAL ELECTRIC SUP	815908-00	03/17/2021	EL-INVENTORY	604-14200	1,281.00
BORDER STATES	921706614	03/23/2021	5189-INVENTORY	604-14200	209.16
DGR ENGINEERING	00245919	03/23/2021	425304.00 PRJ #-IMPROVEME	604-16300	3,149.82
WERNER ELECTRIC	S010459771.001	03/23/2021	31969-INVENTORY	604-14200	151.67
IRBY ELECTRICAL DISTRIBUTO	S012271948.001	03/25/2021	114464 INVENTORY	604-14200	14,243.44
CARISSA RUMMENS	12289-2	03/24/2021	REFUND - UTILITY PREPAYME	604-22000	300.00
LOWELL & PAT BIERMAN	15113-7	03/24/2021	REFUND - UTILITY PREPAYME	604-22000	300.00
FRANCISCO CONTRERAS DIAZ	54059-2	03/24/2021	REFUND - UTILITY PREPAYME	604-22000	300.00
ASHLEY LISA SENGCHANH	555-0	03/24/2021	REFUND - UTILITY PREPAYME	604-22000	114.14
KALEB REITZ	6188-7	03/24/2021	REFUND - UTILITY PREPAYME	604-22000	300.00
LUIS A BERMUDEZ RIVERA	62507-2	03/24/2021	REFUND-UTILITY PREPAYMEN	604-22000	244.65

83,635.12

Activity: 49550 - Electric

SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	604-49550-200	150.12
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	604-49550-241	9.59
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	604-49550-402	98.48
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	604-49550-404	138.16
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	604-49550-405	74.43
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	604-49550-406	63.54
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	604-49550-408	27.97
GOPHER STATE ONE CALL	1020840	03/01/2021	#MN00774 - LOCATES	604-49550-321	3.04
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	604-49550-321	78.76
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	604-49550-326	191.37
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	604-49550-381	194.39
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	604-49550-382	21.45
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	604-49550-385	43.79
SMITH AUTO SUPPLY - CARQU	20210228	03/26/2021	91380-CARQUEST	604-49550-404	37.38
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	604-49550-211	40.98
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	604-49550-217	199.99
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	604-49550-402	25.48
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	604-49550-404	38.45
HOMETOWN SANITATION SER	0000406354	03/05/2021	#1470 - GARBAGE SERVICE - E	604-49550-384	99.99
INNOVATIVE SYSTEMS LLC	53586	03/01/2021	BILLING SYSTEM MAINTENAN	604-49550-326	1,521.00
MN MUNICIPAL UTILITIES ASS	57063	03/05/2021	TRANING & REGISTRATION	604-49550-308	616.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	604-49550-361	19,372.61
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	604-49550-362	21,350.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	604-49550-363	1,630.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	604-49550-363	1,316.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	604-49550-365	1,078.38
CITIZEN PUBLISHING CO	20210304	03/05/2021	POWER HOUSE - 2YR RENEW	604-49550-433	81.00
WERNER ELECTRIC	S010449543.003	03/17/2021	EL-MAINTENANCE	604-49550-408	144.88
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	604-49550-383	570.22
BORDER STATES	921706615	03/23/2021	5189-UNIFORMS	604-49550-218	117.25
AG BUILDERS	A24618	03/23/2021	WINDOM AREA HEALTH-MAI	604-49550-408	600.00
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	604-49550-460	177.50
BORDER STATES	921715220	03/23/2021	5189-MAINTENANCE - DISTRI	604-49550-408	110.82
WERNER ELECTRIC	S010459789.001	03/23/2021	31969-MAINTENANCE - DISTR	604-49550-408	115.19
TRI-STATE POWER SOLUTIONS	1912999027114	03/23/2021	C90720001000069-MAINTEN	604-49550-408	31.10
ELECTRIC FUND	494	03/18/2021	EL DISTRIBUTION	604-49550-408	1,381.29
ELECTRIC FUND	496	03/18/2021	EL TRUCK STOCK	604-49550-408	23.24
RESCO - RURAL ELECTRIC SUP	816788-00	03/23/2021	44710-MAINTENANCE - DISTR	604-49550-408	149.70
ELITE MECHANICAL SYSTEMS,	8078	03/17/2021	EL-MAINTENANCE	604-49550-402	366.26
CRYSTEEL TRUCK EQUIPMENT	LP201512	03/23/2021	30400-MAINTENANCE - VEHI	604-49550-405	144.00
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	604-49550-321	147.94
CLIFTON-LARSON-ALLEN, LLP	2777459	03/25/2021	094-82822 AUDIT SERVICE	604-49550-301	2,000.00
ELECTRIC FUND	497	03/25/2021	EL SHOP	604-49550-402	96.03
MISSOURI RIVER ENERGY SER	SM00000006510	03/29/2021	EL-CONSERVATION - ENERGY	604-49550-450	5,096.00
FAST AG SOLUTIONS, INC	095842	03/25/2021	CITYWI	604-49550-404	41.19
ELECTRIC FUND	498	03/25/2021	EL DISTRIBUTION	604-49550-408	3,636.87
RDO EQUIPMENT CO	P9572504	03/30/2021	2363008 EL-MAINTENANCE -	604-49550-404	1,264.13
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	604-49550-133	112.00
Activity 49550 - Electric Total:					64,827.96
Fund 604 - ELECTRIC Total:					148,463.08

Fund: 609 - LIQUOR STORE

MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	609-20202	13,620.00
					13,620.00

Activity: 49751 - Liquor Store

SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	609-49751-217	52.15
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	609-49751-409	117.87
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	609-49751-321	132.70
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	609-49751-326	656.06
CITIZEN PUBLISHING CO	20210228	03/05/2021	#CITYW - FEB 2021	609-49751-340	1,607.68
KDOM RADIO	20210228	03/15/2021	0229	609-49751-340	749.30
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	609-49751-381	743.16
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	609-49751-382	19.59
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	609-49751-385	38.22
FORUM COMMUNICATIONS C	2243781	03/15/2021	299981-ADVERTISING	609-49751-340	80.00
HOMETOWN SANITATION SER	0000406352	03/15/2021	1468-GARBAGE DISPOSAL - RI	609-49751-384	174.00
JOHNSON BROS.	1752629	03/15/2021	#156083 - MERCHANDISE	609-49751-251	2,905.74
JOHNSON BROS.	1752629	03/15/2021	#156083 - MERCHANDISE	609-49751-333	63.23
JOHNSON BROS.	1752630	03/15/2021	#156083 - MERCHANDISE	609-49751-253	1,280.90
JOHNSON BROS.	1752630	03/15/2021	#156083 - MERCHANDISE	609-49751-333	34.80
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	609-49751-361	3,985.26
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	609-49751-361	6,010.19
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	609-49751-362	6,613.00
BREAKTHRU BEVERAGE MN	338610920	03/15/2021	#0700294793 - MERCHANDIS	609-49751-251	1,373.61
BREAKTHRU BEVERAGE MN	338610920	03/15/2021	#0700294793 - MERCHANDIS	609-49751-253	176.00
BREAKTHRU BEVERAGE MN	338610920	03/15/2021	#0700294793 - MERCHANDIS	609-49751-333	19.32
BREAKTHRU BEVERAGE MN	338610921	03/15/2021	#0700294793 - MERCHANDIS	609-49751-252	122.75
ARTISAN BEER COMPANY	3461767	03/15/2021	#156083 - MERCHANDISE	609-49751-252	162.40
PHILLIPS WINE & SPIRITS	6167838	03/15/2021	#156083 - MERCHANDISE	609-49751-251	2,751.41
PHILLIPS WINE & SPIRITS	6167838	03/15/2021	#156083 - MERCHANDISE	609-49751-333	59.16
PHILLIPS WINE & SPIRITS	6167839	03/15/2021	#156083 - MERCHANDISE	609-49751-253	91.90
PHILLIPS WINE & SPIRITS	6167839	03/15/2021	#156083 - MERCHANDISE	609-49751-254	23.50
PHILLIPS WINE & SPIRITS	6167839	03/15/2021	#156083 - MERCHANDISE	609-49751-333	3.48

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOLL DISTRIBUTING, LLC	488818	03/15/2021	#51450 - MERCHANDISE	609-49751-252	127.50
PAUSTIS WINE COMPANY	119453	03/15/2021	#1905 - MERCHANDISE	609-49751-251	202.00
PAUSTIS WINE COMPANY	119453	03/15/2021	#1905 - MERCHANDISE	609-49751-333	4.50
PAUSTIS WINE COMPANY	119633	03/15/2021	#1905 - MERCHANDISE	609-49751-253	743.00
PAUSTIS WINE COMPANY	119633	03/15/2021	#1905 - MERCHANDISE	609-49751-333	8.75
JOHNSON BROS.	139072	03/23/2021	156083-MERCHANDISE	609-49751-253	-82.80
JOHNSON BROS.	139072	03/23/2021	156083-MERCHANDISE	609-49751-333	-3.48
RAGE INC - CAMPUS CLEANER	36513	03/15/2021	6132-MERCHANDISE	609-49751-211	70.26
AH HERMEL COMPANY	865755	03/15/2021	#40210 - MERCHANDISE	609-49751-217	155.25
AH HERMEL COMPANY	865756	03/15/2021	#40214 - MERCHANDISE	609-49751-254	28.02
AH HERMEL COMPANY	865756	03/15/2021	#40214 - MERCHANDISE	609-49751-256	187.50
AH HERMEL COMPANY	865756	03/15/2021	#40214 - MERCHANDISE	609-49751-261	75.77
AH HERMEL COMPANY	865756	03/15/2021	#40214 - MERCHANDISE	609-49751-333	6.95
BEVERAGE WHOLESALERS	154853	03/15/2021	#70063 - MERCHANDISE	609-49751-252	12,538.20
BEVERAGE WHOLESALERS	154853	03/15/2021	#70063 - MERCHANDISE	609-49751-254	128.00
DOLL DISTRIBUTING, LLC	491170	03/15/2021	#51450 - MERCHANDISE	609-49751-252	6,314.98
PHILLIPS WINE & SPIRITS	627225	03/23/2021	156083-MERCHANDISE	609-49751-251	-58.46
PHILLIPS WINE & SPIRITS	627225	03/23/2021	156083-MERCHANDISE	609-49751-333	-1.74
PHILLIPS WINE & SPIRITS	627226	03/10/2021	156083-MERCHANDISE	609-49751-251	-116.92
PHILLIPS WINE & SPIRITS	627226	03/10/2021	156083-MERCHANDISE	609-49751-333	-3.48
PHILLIPS WINE & SPIRITS	627227	03/23/2021	156083-MERCHANDISE	609-49751-251	-116.92
PHILLIPS WINE & SPIRITS	627227	03/23/2021	156083-MERCHANDISE	609-49751-333	-3.48
PHILLIPS WINE & SPIRITS	627228	03/23/2021	156083-MERCHANDISE	609-49751-251	-58.46
PHILLIPS WINE & SPIRITS	627228	03/23/2021	156083-MERCHANDISE	609-49751-333	-1.74
JOHNSON BROS.	1757467	03/15/2021	#156083 - MERCHANDISE	609-49751-251	2,492.04
JOHNSON BROS.	1757467	03/15/2021	#156083 - MERCHANDISE	609-49751-333	42.06
JOHNSON BROS.	1757468	03/15/2021	#156083 - MERCHANDISE	609-49751-253	948.25
JOHNSON BROS.	1757468	03/15/2021	#156083 - MERCHANDISE	609-49751-333	36.55
JOHNSON BROS.	1757469	03/15/2021	156083-MERCHANDISE	609-49751-252	210.00
SOUTHERN GLAZER'S OF MN	2056322	03/15/2021	#8704 - MERCHANDISE	609-49751-251	2,628.69
SOUTHERN GLAZER'S OF MN	2056322	03/15/2021	#8704 - MERCHANDISE	609-49751-333	44.23
SOUTHERN GLAZER'S OF MN	2056323	03/15/2021	#8704 - MERCHANDISE	609-49751-251	89.91
SOUTHERN GLAZER'S OF MN	2056323	03/15/2021	#8704 - MERCHANDISE	609-49751-253	268.00
SOUTHERN GLAZER'S OF MN	2056323	03/15/2021	#8704 - MERCHANDISE	609-49751-333	24.60
ATLANTIC COCA-COLA	2726374	03/15/2021	#8373693 - MERCHANDISE	609-49751-254	105.68
ARTISAN BEER COMPANY	3462871	03/15/2021	156083-MERCHANDISE	609-49751-252	414.90
PHILLIPS WINE & SPIRITS	6171293	03/15/2021	6132-MERCHANDISE	609-49751-251	1,894.30
PHILLIPS WINE & SPIRITS	6171293	03/15/2021	6132-MERCHANDISE	609-49751-333	34.81
PHILLIPS WINE & SPIRITS	6171294	03/15/2021	156083-MERCHANDISE	609-49751-253	1,052.25
PHILLIPS WINE & SPIRITS	6171294	03/15/2021	156083-MERCHANDISE	609-49751-254	94.00
PHILLIPS WINE & SPIRITS	6171294	03/15/2021	156083-MERCHANDISE	609-49751-333	43.51
WINE MERCHANTS	7320970	03/15/2021	156083-MERCHANDISE	609-49751-253	72.00
WINE MERCHANTS	7320970	03/15/2021	156083-MERCHANDISE	609-49751-333	1.74
VINOCOPIA, INC	0275177-IN	03/23/2021	WIND010-MERCHANDISE	609-49751-251	135.25
VINOCOPIA, INC	0275177-IN	03/23/2021	WIND010-MERCHANDISE	609-49751-253	60.00
VINOCOPIA, INC	0275177-IN	03/23/2021	WIND010-MERCHANDISE	609-49751-333	5.00
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	609-49751-383	290.87
BELLBOY CORP	0088440100	03/23/2021	313800-MERCHANDISE	609-49751-251	1,865.66
BELLBOY CORP	0088440100	03/23/2021	313800-MERCHANDISE	609-49751-333	24.00
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	609-49751-460	13.43
ARCTIC GLACIER U.S.A. INC	3451107507	03/23/2021	172363-MERCHANDISE	609-49751-257	54.60
DOLL DISTRIBUTING, LLC	493934	03/23/2021	51450-MERCHANDISE	609-49751-252	162.70
BEVERAGE WHOLESALERS	155839	03/23/2021	70063-MERCHANDISE	609-49751-252	5,462.17
BEVERAGE WHOLESALERS	155840	03/23/2021	70063-MERCHANDISE	609-49751-252	0.03
DOLL DISTRIBUTING, LLC	494875	03/23/2021	51450-MERCHANDISE	609-49751-251	246.00
DOLL DISTRIBUTING, LLC	494875	03/23/2021	51450-MERCHANDISE	609-49751-252	8,154.80
JOHNSON BROS.	1762400	03/23/2021	156083-MERCHANDISE	609-49751-251	1,670.45
JOHNSON BROS.	1762400	03/23/2021	156083-MERCHANDISE	609-49751-333	19.14
JOHNSON BROS.	1762401	03/23/2021	156083-MERCHANDISE	609-49751-253	2,651.79
JOHNSON BROS.	1762401	03/23/2021	156083-MERCHANDISE	609-49751-333	68.07

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BREAKTHRU BEVERAGE MN	338775195	03/23/2021	0700294793-MERCHANDISE	609-49751-251	2,127.08
BREAKTHRU BEVERAGE MN	338775195	03/23/2021	0700294793-MERCHANDISE	609-49751-253	48.00
BREAKTHRU BEVERAGE MN	338775195	03/23/2021	0700294793-MERCHANDISE	609-49751-254	26.09
BREAKTHRU BEVERAGE MN	338775195	03/23/2021	0700294793-MERCHANDISE	609-49751-333	33.99
BREAKTHRU BEVERAGE MN	338775196	03/23/2021	0700294793-MERCHANDISE	609-49751-252	55.30
PHILLIPS WINE & SPIRITS	6174984	03/23/2021	156083-MERCHANDISE	609-49751-251	611.54
PHILLIPS WINE & SPIRITS	6174984	03/23/2021	156083-MERCHANDISE	609-49751-333	7.54
PHILLIPS WINE & SPIRITS	6174985	03/23/2021	156083-MERCHANDISE	609-49751-253	556.07
PHILLIPS WINE & SPIRITS	6174985	03/23/2021	156083-MERCHANDISE	609-49751-333	18.13
DOLL DISTRIBUTING, LLC	497387	03/23/2021	51450-MERCHANDISE	609-49751-252	1,568.70
RAGE INC - CAMPUS CLEANER	37294	03/26/2021	6132-CLEANING/SUPPLIES	609-49751-211	59.58
JOHNSON BROS.	141051	03/30/2021	156083-LIQ STORE-MERCHAN	609-49751-251	-105.01
JOHNSON BROS.	141051	03/30/2021	156083-LIQ STORE-MERCHAN	609-49751-333	-0.30
JOHNSON BROS.	141052	03/30/2021	156083-WINE	609-49751-253	-10.79
ROUND LAKE VINEYARDS & W	2745	03/26/2021	RIVERBEND-WINE	609-49751-253	486.00
BEVERAGE WHOLESALERS	156866	03/24/2021	70063-BEER	609-49751-252	10,235.20
CARLOS CREEK WINERY	20945	03/26/2021	RIVERBEND-WINE	609-49751-253	909.00
DOLL DISTRIBUTING, LLC	499780	03/26/2021	51450-BEER	609-49751-252	4,497.55
ATLANTIC COCA-COLA	2750498	03/26/2021	SOFT DRINKS & MIXES	609-49751-254	156.61
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	609-49751-133	32.00
Activity 49751 - Liquor Store Total:					102,884.34
Fund 609 - LIQUOR STORE Total:					116,504.34

Fund: 614 - TELECOM

INTERNAL REVENUE SERVICE	20210228	03/12/2021	WINDOM EXCISE TAX FEB 20	614-20201	383.08
CALIX	252859	03/12/2021	3437-EQUIPMENT	614-16400	1,277.55
CALIX	253853	03/18/2021	#3437 - MACHINERY	614-16400	8,628.00
INTERNAL REVENUE SERVICE	20210312	03/12/2021	WINDOM EXCISE TAX MARCH	614-20201	500.00
CALIX	253923	03/18/2021	3437-SERVICES	614-16300	5,443.84
					16,232.47

Activity: 49870 - Telecom

ELITE MECHANICAL SYSTEMS,	8049	03/18/2021	WINDOMNET - MAINTENANC	614-49870-404	80.00
FOX SPORTS NET NORTH	551647	03/15/2021	00086-SUBSCRIBER FEE	614-49870-442	7,384.16
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	614-49870-217	19.99
SCHWALBACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENANCE	614-49870-227	33.98
OLSEN THIELEN & CO.,LTD	59794	03/03/2021	#947000 - LEGAL FEES	614-49870-304	181.25
GOPHER STATE ONE CALL	1020840	03/01/2021	#MN00774 - LOCATES	614-49870-321	3.04
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	614-49870-321	262.00
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	614-49870-381	2,043.26
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	614-49870-382	19.84
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	614-49870-385	39.00
NEXSTAR BROADCASTING GR	375122	03/15/2021	NEWSNATION FEB2021 SUBS	614-49870-442	243.60
BTN - BIG TEN NETWORK	52799	03/15/2021	FEB.2021-SUBSCRIBER FEE	614-49870-442	1,561.50
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	614-49870-217	89.90
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	614-49870-241	42.20
HOMETOWN SANITATION SER	0000406355	03/09/2021	#1471 - GARBAGE SERVICE - T	614-49870-384	87.98
INNOVATIVE SYSTEMS LLC	53586	03/01/2021	BILLING SYSTEM MAINTENAN	614-49870-326	875.00
INNOVATIVE SYSTEMS LLC	53586	03/01/2021	BILLING SYSTEM MAINTENAN	614-49870-326	1,521.00
ADARA TECHNOLOGIES INC	AP100223CW-45	03/15/2021	WINDOM - SUBSCRIBER FEES	614-49870-442	9,692.00
AMAZON CAPITAL SERVICES, I	17L6-QRHL-DXTW	03/15/2021	#A2Q0YJ8ZN2N2YT - TOOL	614-49870-241	123.15
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	614-49870-361	8,340.17
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	614-49870-362	4,335.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	614-49870-363	757.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	614-49870-365	1,078.38
AMAZON CAPITAL SERVICES, I	13TG-VDV9-N6XR	03/15/2021	A2Q0YJ8ZN2N2YT - UTILITY SY	614-49870-227	44.99
NATIONAL CABLE TV COOP	SI-01366	03/18/2021	WIN010-UTILITY SERVICES	614-49870-227	76.88
MLB NETWORK	157054	03/15/2021	#02592 - FEB 2021 SUBSCRIBE	614-49870-442	388.64
SHOWTIME NETWORKS INC	29876	03/15/2021	14332-SUBSCRIBER FEE	614-49870-442	164.16
FOX TELEVISION STATIONS, IN	377182	03/15/2021	FEB 2021 SUBSCRIBER FEE	614-49870-442	2,808.58
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	614-49870-383	141.19

Expense Approval Report

Payment Dates: 3/13/2021 - 4/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RAGE INC - CAMPUS CLEANER	36907	03/18/2021	6153-CLEANING/SUPPLIES TE	614-49870-211	21.31
CALIX	4020889	03/18/2021	#3437 - OPERATING SUPPLIES	614-49870-217	824.40
CALIX	4020890	03/18/2021	#3437 - OPERATING SUPPLIES	614-49870-217	6,300.00
CENTURY LINK	20210316	03/24/2021	SERVICE 831-1075 104	614-49870-451	82.62
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	614-49870-460	313.56
CENTURY LINK	7242105D-D-21076	03/29/2021	5142105DD3-CABS	614-49870-441	62.47
CNA SURETY	71269473 5-7-21	03/18/2021	BOND# 71269473 CO: 0601 -	614-49870-303	100.00
INTERSTATE TRS FUND	82580760039	03/23/2021	ASSESSMENT FOR 499-A FILIN	614-49870-304	395.07
INTERSTATE TRS FUND	82580760039	03/23/2021	ASSESSMENT FOR 499-A FILIN	614-49870-304	123.93
CENTURY LINK	501422	03/24/2021	DIRECTORY LISTINGS	614-49870-441	293.94
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	614-49870-321	285.10
RUSHMORE INDUSTRIES, INC	20210325	03/25/2021	WINDOMNET- POSTAGE	614-49870-322	25.65
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	614-49870-133	80.00

Activity 49870 - Telecom Total: 51,345.89

Fund 614 - TELECOM Total: 67,578.36

Fund: 615 - ARENA

Activity: 49850 - Arena

COUNTRY PRIDE SERVICE	20210131	03/15/2021	#970744 - FUEL	615-49850-212	-7.08
COUNTRY PRIDE SERVICE	20210131	03/15/2021	#970744 - FUEL	615-49850-212	134.00
SCHWABACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	615-49850-211	107.93
SCHWABACH HARDWARE	72861 3/10/21	03/18/2021	72861 MAINTENACE	615-49850-217	45.98
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	615-49850-321	127.04
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	615-49850-326	433.00
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	615-49850-381	4,756.76
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	615-49850-382	248.88
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	615-49850-385	89.18
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	615-49850-211	26.16
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	615-49850-217	26.55
RUNNINGS SUPPLY, INC	71920 3-20	03/24/2021	71920-MAINTENANCE	615-49850-402	53.96
HOMETOWN SANITATION SER	0000406356	03/10/2021	#1472 - GARBAGE SERVICE - A	615-49850-384	150.99
ELITE MECHANICAL SYSTEMS,	8158	03/24/2021	ARENA MAINTENANCE - STRU	615-49850-402	85.00
ELITE MECHANICAL SYSTEMS,	8160	03/24/2021	ARENA-MAINTENANCE - STRU	615-49850-402	378.51
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	615-49850-361	1,137.20
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	615-49850-362	6,700.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	615-49850-363	384.00
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	615-49850-365	1,078.38
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	615-49850-383	1,332.48
RAGE INC - CAMPUS CLEANER	36906	03/24/2021	6122-CLEANING/SUPPLIES	615-49850-211	50.00
JCL SOLUTIONS - JANITORS CL	1240608	03/24/2021	ARENA-CLEANING/SUPPLIES	615-49850-211	354.35
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	615-49850-460	290.00
ELECTRIC FUND	495	03/24/2021	EL ARENA	615-49850-409	23.97
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	615-49850-321	59.49
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	615-49850-133	32.00

Activity 49850 - Arena Total: 18,098.73

Fund 615 - ARENA Total: 18,098.73

Fund: 617 - M/P CENTER

SECR REV FUND/CITY OF WD	20210316	03/17/2021	CASH FOR COMMUNITY CNTR	617-10200	1,500.00
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	617-20202	117.00

1,617.00

Activity: 49860 - M/P Center

ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	617-49860-321	61.02
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	617-49860-326	403.33
CITIZEN PUBLISHING CO	20210228	03/05/2021	#CITYW - FEB 2021	617-49860-340	707.48
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	617-49860-381	933.03
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	617-49860-382	64.19
ELECTRIC FUND	20210228	03/15/2021	MONTHLY UTILITY & TELECO	617-49860-385	140.38
HOMETOWN SANITATION SER	0000406357	03/09/2021	#1473 - GARBAGE SERVICE -	617-49860-384	74.99
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	617-49860-361	1,254.63
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	617-49860-362	7,599.00

Expense Approval Report

Payment Dates: 3/13/2021 - 4/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	617-49860-365	69.74
CEDAR CREEK HB INC	400791	03/18/2021	WCC-CLEANING	617-49860-402	367.50
MN ENERGY RESOURCES	3634568841	03/18/2021	#0505105084-00002 - GAS UT	617-49860-383	1,241.91
RAGE INC - CAMPUS CLEANER	36905	03/17/2021	6152-COMM.CENTER OPERAT	617-49860-217	67.50
MN REVENUE	20210316	03/17/2021	SALES TAX - FEB 2021	617-49860-460	354.00
HOLT'S CLEANING SERVICE IN	20210317	03/29/2021	WCC-MAINTENANCE - STRUC	617-49860-402	387.00
INDOFF, INC	3455629	03/24/2021	218055-WCC OPERATING SUP	617-49860-217	33.94
VERIZON WIRELESS	9875919750	03/29/2021	486357723-00001-TELEPHON	617-49860-321	41.50
BARNETT PRO CARE	223	03/23/2021	20210321- WCC-MAINTENAN	617-49860-406	35.00
LUCAN COMMUNITY TV INC	986	03/24/2021	WCC-MAINTENANCE - STRUC	617-49860-402	94.00
RAGE INC - CAMPUS CLEANER	37677	03/29/2021	6152-OPERATING SUPPLIES	617-49860-217	67.50
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	617-49860-133	32.00
Activity 49860 - M/P Center Total:					14,029.64
Fund 617 - M/P CENTER Total:					15,646.64

Fund: 651 - RIVERLBUFF TOWNHOMES

Activity: 46520 - EDA

LEAGUE OF MN CITIES INS TR	20210304	03/17/2021	40003273 - ANNUAL INSUR -	651-46520-480	10,309.00
Activity 46520 - EDA Total:					10,309.00
Fund 651 - RIVERLBUFF TOWNHOMES Total:					10,309.00

Fund: 700 - PAYROLL

LAW ENFORCEMENT LABOR S	20210301	03/17/2021	ACCT# 351 - POLICE UNION M	700-21708	444.50
LOCAL UNION #949	20210317	03/17/2021	LOCAL UNION 949 DUES MAR	700-21707	1,773.84
AFLAC	913762	03/12/2021	INSURANCE MARCH 2021	700-21715	305.40
AFLAC	913762	03/12/2021	INSURANCE MARCH 2021	700-21716	602.90
MN BENEFIT ASSOCIATION	2021-0124922	03/15/2021	#0029143 - INSURANCE MAR	700-21717	9.68
MN BENEFIT ASSOCIATION	2021-0124922	03/15/2021	#0029143 - INSURANCE MAR	700-21719	449.18
FURTHER (Select Account)	INV0001901	03/26/2021	HSA Employee Contribution	700-21723	922.35
MN Pera	INV0001902	03/26/2021	PERA	700-21704	7,017.57
MN Pera	INV0001902	03/26/2021	PERA	700-21704	381.66
MN Pera	INV0001902	03/26/2021	PERA	700-21704	15,275.64
MN Pera	INV0001902	03/26/2021	PERA	700-21704	1,031.68
MN State Deferred	INV0001903	03/26/2021	Deferred Compensation	700-21705	7,645.32
MN State Deferred	INV0001903	03/26/2021	Deferred Roth	700-21705	3,062.00
MN CHILD SUPPORT PAYMEN	INV0001904	03/26/2021	Child Support Payment	700-21709	97.83
Internal Revenue Service-Payr	INV0001905	03/26/2021	Federal Tax Withholding	700-21701	10,521.56
Internal Revenue Service-Payr	INV0001905	03/26/2021	Social Security	700-21703	14,575.88
Internal Revenue Service-Payr	INV0001905	03/26/2021	Medicare Withholding	700-21711	4,064.68
MN Department of Revenue -	INV0001906	03/26/2021	State Withholding	700-21702	5,065.38
MII LIFE	INV0001907	03/26/2021	EMPLOYER MARCH 2021	700-21720	10,520.98
MII LIFE	INV0001908	03/26/2021	EMPLOYER HSA MARCH 2021	700-21722	3,437.57
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	700-21718	16.00
NCPERS MINNESOTA	844600042021	03/18/2021	INSURANCE #844600 - SEPT 2	700-21718	16.00
					87,237.60
Fund 700 - PAYROLL Total:					87,237.60
Grand Total:					732,941.64

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	104,916.20
211 - LIBRARY	5,550.12
225 - AIRPORT	39,244.45
230 - POOL	5,796.76
235 - AMBULANCE	11,806.29
250 - EDA GENERAL	12,329.49
252 - EDA SCDP	2,634.90
254 - NORTH IND PARK	135.68
306 - 2013 STREET IMPROVEMENT	1,500.00
401 - GENERAL CAPITAL PROJECTS	16,446.14
601 - WATER	26,721.15
602 - SEWER	42,022.71
604 - ELECTRIC	148,463.08
609 - LIQUOR STORE	116,504.34
614 - TELECOM	67,578.36
615 - ARENA	18,098.73
617 - M/P CENTER	15,646.64
651 - RIVERLBUFF TOWNHOMES	10,309.00
700 - PAYROLL	87,237.60
Grand Total:	732,941.64

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	202.57
100-20202	Sales Tax Payable	26,566.51
100-41110-326	Data Processing	24.56
100-41110-350	Printing & Design	410.80
100-41110-365	Insurance - Misc	1,215.00
100-41310-133	Employer Paid Insurance	80.00
100-41310-217	Other Operating Supplie	146.25
100-41310-321	Telephone	86.14
100-41310-326	Data Processing	291.85
100-41310-350	Printing & Design	182.60
100-41310-361	Insurance - General Liabi	463.37
100-41310-365	Insurance - Misc	620.00
100-41310-433	Dues & Subscriptions	81.00
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	67.24
100-41910-321	Telephone	106.60
100-41910-365	Insurance - Misc	263.00
100-41940-362	Insurance - Property	2,719.00
100-41940-381	Electric Utility	437.13
100-41940-382	Water Utility	56.74
100-41940-383	Gas Utility	664.83
100-41940-384	Refuse Disposal	97.99
100-41940-385	Sewer Utility	119.82
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	231.35
100-42120-305	Medical & Dental Fees	40.00
100-42120-321	Telephone	3,229.26
100-42120-326	Data Processing	625.60
100-42120-327	Interpretation Fees	113.49
100-42120-350	Printing & Design	113.09
100-42120-361	Insurance - General Liabi	3,988.07
100-42120-363	Insurance - Automotive	9,440.00
100-42120-365	Insurance - Misc	59.00
100-42120-404	Repairs & Maint - M&E	170.31

Account Summary

Account Number	Account Name	Payment Amount
100-42120-405	Repairs & Maint - Vehicl	31.56
100-42120-419	Vehicle Lease	3,372.85
100-42220-200	Office Supplies	73.78
100-42220-211	Cleaning Supplies	42.00
100-42220-215	Materials & Equipment	1,760.58
100-42220-217	Other Operating Supplie	35.88
100-42220-321	Telephone	42.82
100-42220-361	Insurance - General Liabi	596.54
100-42220-362	Insurance - Property	1,660.78
100-42220-363	Insurance - Automotive	1,616.00
100-42220-365	Insurance - Misc	1,078.38
100-42220-381	Electric Utility	305.34
100-42220-382	Water Utility	15.28
100-42220-383	Gas Utility	551.00
100-42220-384	Refuse Disposal	46.19
100-42220-385	Sewer Utility	34.96
100-42220-404	Repairs & Maint - M&E	177.09
100-42220-405	Repairs & Maint - Vehicl	2,215.56
100-42500-381	Electric Utility	30.26
100-42700-300	Charges for Services	133.00
100-43100-133	Employer Paid Insurance	80.00
100-43100-211	Cleaning Supplies	17.98
100-43100-217	Other Operating Supplie	70.00
100-43100-224	Street Maint Materials	3,437.92
100-43100-241	Small Tools	85.43
100-43100-321	Telephone	88.53
100-43100-361	Insurance - General Liabi	1,850.03
100-43100-362	Insurance - Property	2,516.00
100-43100-363	Insurance - Automotive	2,654.00
100-43100-365	Insurance - Misc	1,088.38
100-43100-381	Electric Utility	1,376.39
100-43100-382	Water Utility	20.65
100-43100-383	Gas Utility	652.61
100-43100-384	Refuse Disposal	97.99
100-43100-385	Sewer Utility	45.48
100-43100-401	Repairs & Maint - Buildi	3.99
100-43100-404	Repairs & Maint - M&E	175.79
100-43100-405	Repairs & Maint - Vehicl	1,941.75
100-43100-480	Other Miscellaneous	30.00
100-45120-361	Insurance - General Liabi	142.42
100-45202-133	Employer Paid Insurance	16.00
100-45202-326	Data Processing	466.67
100-45202-361	Insurance - General Liabi	688.33
100-45202-362	Insurance - Property	17,875.00
100-45202-363	Insurance - Automotive	386.00
100-45202-365	Insurance - Misc	1,078.38
100-45202-381	Electric Utility	436.61
100-45202-384	Refuse Disposal	129.95
100-45202-402	Repairs & Maint - Struct	17.47
100-45202-404	Repairs & Maint - M&E	459.45
100-45202-406	Repairs & Maint - Groun	69.98
211-45501-133	Employer Paid Insurance	16.00
211-45501-321	Telephone	26.70
211-45501-326	Data Processing	203.33
211-45501-361	Insurance - General Liabi	702.05
211-45501-362	Insurance - Property	3,066.00
211-45501-381	Electric Utility	219.48
211-45501-382	Water Utility	19.50

Account Summary

Account Number	Account Name	Payment Amount
211-45501-383	Gas Utility	429.28
211-45501-385	Sewer Utility	41.82
211-45501-402	Repairs & Maint - Struct	34.00
211-45501-433	Dues & Subscriptions	118.00
211-45501-435	Books and Pamphlets	173.96
211-45501-480	Other Miscellaneous	500.00
225-45127-321	Telephone	27.57
225-45127-361	Insurance - General Liabi	389.95
225-45127-362	Insurance - Property	18,108.00
225-45127-365	Insurance - Misc	1,166.00
225-45127-381	Electric Utility	3,183.43
225-45127-406	Repairs & Maint - Groun	400.00
225-45127-480	Other Miscellaneous	500.00
225-49950-500	Capital Outlay	15,469.50
230-45124-217	Other Operating Supplie	133.33
230-45124-361	Insurance - General Liabi	402.84
230-45124-365	Insurance - Misc	4,683.00
230-45124-381	Electric Utility	29.50
230-45124-383	Gas Utility	48.09
230-45124-480	Other Miscellaneous	500.00
235-34205	Ambulance Revenues -	370.00
235-42153-212	Motor Fuels	64.01
235-42153-217	Other Operating Supplie	267.78
235-42153-308	Training & Registrations	851.00
235-42153-321	Telephone	-44.57
235-42153-326	Data Processing	2,349.00
235-42153-334	Meals/Lodging	497.55
235-42153-361	Insurance - General Liabi	1,434.72
235-42153-362	Insurance - Property	1,107.18
235-42153-363	Insurance - Automotive	1,195.00
235-42153-381	Electric Utility	203.56
235-42153-382	Water Utility	10.19
235-42153-383	Gas Utility	367.33
235-42153-384	Refuse Disposal	30.80
235-42153-385	Sewer Utility	23.30
235-42153-404	Repairs & Maint - M&E	1,093.64
235-42153-405	Repairs & Maint - Vehicl	1,114.20
235-42153-406	Repairs & Maint - Groun	371.60
235-42153-480	Other Miscellaneous	500.00
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	78.94
250-46520-301	Auditing & Consulting Se	3,107.50
250-46520-321	Telephone	350.41
250-46520-340	Advertising & Promotion	74.00
250-46520-362	Insurance - Property	7,191.00
250-46520-365	Insurance - Misc	750.40
250-46520-381	Electric Utility	113.83
250-46520-382	Water Utility	18.56
250-46520-383	Gas Utility	455.67
250-46520-385	Sewer Utility	35.18
250-46520-439	Special Projects	130.00
252-46520-491	Payments to Other Orga	2,634.90
254-46520-381	Electric Utility	135.68
306-41000-301	Auditing & Consulting Se	1,500.00
401-49950-439	Special Projects	2,976.00
401-49950-501	Capital Outlay - Police	747.40
401-49950-502	Capital Outlay - Fire	10,222.74
401-49950-506	Capital Outlay - Building	2,500.00

Account Summary

Account Number	Account Name	Payment Amount
601-16420	Office Equipment	305.30
601-49400-133	Employer Paid Insurance	48.00
601-49400-200	Office Supplies	43.84
601-49400-216	Chemicals and Chemical	4,767.56
601-49400-301	Auditing & Consulting Se	2,000.00
601-49400-310	Lab Testing	79.00
601-49400-321	Telephone	153.99
601-49400-326	Data Processing	830.50
601-49400-361	Insurance - General Liabi	3,498.80
601-49400-362	Insurance - Property	7,690.00
601-49400-363	Insurance - Automotive	521.00
601-49400-365	Insurance - Misc	1,078.38
601-49400-381	Electric Utility	4,674.10
601-49400-382	Water Utility	18.23
601-49400-383	Gas Utility	577.51
601-49400-384	Refuse Disposal	99.99
601-49400-385	Sewer Utility	37.76
601-49400-386	Landfill	29.50
601-49400-404	Repairs & Maint - M&E	115.72
601-49400-408	Repairs & Maint - Distrib	151.97
602-16420	Office Equipment	305.30
602-49450-133	Employer Paid Insurance	48.00
602-49450-200	Office Supplies	43.83
602-49450-212	Motor Fuels	29.97
602-49450-301	Auditing & Consulting Se	2,000.00
602-49450-310	Lab Testing	2,641.60
602-49450-321	Telephone	300.81
602-49450-326	Data Processing	830.50
602-49450-361	Insurance - General Liabi	4,377.68
602-49450-362	Insurance - Property	10,032.00
602-49450-363	Insurance - Automotive	998.00
602-49450-365	Insurance - Misc	1,078.38
602-49450-381	Electric Utility	9,410.77
602-49450-382	Water Utility	122.03
602-49450-383	Gas Utility	2,269.01
602-49450-402	Repairs & Maint - Struct	298.68
602-49450-404	Repairs & Maint - M&E	1,336.15
602-49450-444	License Fees	5,900.00
604-14200	Inventory	56,831.34
604-16300	Improvements Other Th	24,023.82
604-16420	Office Equipment	1,221.17
604-22000	Prepayments	1,558.79
604-49550-133	Employer Paid Insurance	112.00
604-49550-200	Office Supplies	150.12
604-49550-211	Cleaning Supplies	40.98
604-49550-217	Other Operating Supplie	199.99
604-49550-218	Uniforms	117.25
604-49550-241	Small Tools	9.59
604-49550-301	Auditing & Consulting Se	2,000.00
604-49550-308	Training & Registrations	616.00
604-49550-321	Telephone	229.74
604-49550-326	Data Processing	1,712.37
604-49550-361	Insurance - General Liabi	19,372.61
604-49550-362	Insurance - Property	21,350.00
604-49550-363	Insurance - Automotive	2,946.00
604-49550-365	Insurance - Misc	1,078.38
604-49550-381	Electric Utility	194.39
604-49550-382	Water Utility	21.45

Account Summary

Account Number	Account Name	Payment Amount
604-49550-383	Gas Utility	570.22
604-49550-384	Refuse Disposal	99.99
604-49550-385	Sewer Utility	43.79
604-49550-402	Repairs & Maint - Struct	586.25
604-49550-404	Repairs & Maint - M&E	1,519.31
604-49550-405	Repairs & Maint - Vehicl	218.43
604-49550-406	Repairs & Maint - Groun	63.54
604-49550-408	Repairs & Maint - Distrib	6,221.06
604-49550-433	Dues & Subscriptions	81.00
604-49550-450	Conservation	5,096.00
604-49550-460	Miscellaneous Taxes	177.50
609-20202	Sales Tax Payable	13,620.00
609-49751-133	Employer Paid Insurance	32.00
609-49751-211	Cleaning Supplies	129.84
609-49751-217	Other Operating Supplie	207.40
609-49751-251	Liquor	20,537.91
609-49751-252	Beer	50,027.18
609-49751-253	Wine	9,249.57
609-49751-254	Soft Drinks & Mix	561.90
609-49751-256	Tobacco Products	187.50
609-49751-257	Ice	54.60
609-49751-261	Other Merchandise	75.77
609-49751-321	Telephone	132.70
609-49751-326	Data Processing	656.06
609-49751-333	Freight and Express	589.34
609-49751-340	Advertising & Promotion	2,436.98
609-49751-361	Insurance - General Liabi	9,995.45
609-49751-362	Insurance - Property	6,613.00
609-49751-381	Electric Utility	743.16
609-49751-382	Water Utility	19.59
609-49751-383	Gas Utility	290.87
609-49751-384	Refuse Disposal	174.00
609-49751-385	Sewer Utility	38.22
609-49751-409	Repairs & Maint - Utilitie	117.87
609-49751-460	Miscellaneous Taxes	13.43
614-16300	Improvements Other Th	5,443.84
614-16400	Machinery & Equipment	9,905.55
614-20201	Excise Tax Payable	883.08
614-49870-133	Employer Paid Insurance	80.00
614-49870-211	Cleaning Supplies	21.31
614-49870-217	Other Operating Supplie	7,234.29
614-49870-227	Utility System Maint Sup	155.85
614-49870-241	Small Tools	165.35
614-49870-303	Engineering and Surveyi	100.00
614-49870-304	Legal Fees	700.25
614-49870-321	Telephone	550.14
614-49870-322	Postage	25.65
614-49870-326	Data Processing	2,396.00
614-49870-361	Insurance - General Liabi	8,340.17
614-49870-362	Insurance - Property	4,335.00
614-49870-363	Insurance - Automotive	757.00
614-49870-365	Insurance - Misc	1,078.38
614-49870-381	Electric Utility	2,043.26
614-49870-382	Water Utility	19.84
614-49870-383	Gas Utility	141.19
614-49870-384	Refuse Disposal	87.98
614-49870-385	Sewer Utility	39.00
614-49870-404	Repairs & Maint - M&E	80.00

Account Summary

Account Number	Account Name	Payment Amount
614-49870-441	Transmission Fees	356.41
614-49870-442	Subscriber Fees	22,242.64
614-49870-451	Call Completion	82.62
614-49870-460	Miscellaneous Taxes	313.56
615-49850-133	Employer Paid Insurance	32.00
615-49850-211	Cleaning Supplies	538.44
615-49850-212	Motor Fuels	126.92
615-49850-217	Other Operating Supplie	72.53
615-49850-321	Telephone	186.53
615-49850-326	Data Processing	433.00
615-49850-361	Insurance - General Liabi	1,137.20
615-49850-362	Insurance - Property	6,700.00
615-49850-363	Insurance - Automotive	384.00
615-49850-365	Insurance - Misc	1,078.38
615-49850-381	Electric Utility	4,756.76
615-49850-382	Water Utility	248.88
615-49850-383	Gas Utility	1,332.48
615-49850-384	Refuse Disposal	150.99
615-49850-385	Sewer Utility	89.18
615-49850-402	Repairs & Maint - Struct	517.47
615-49850-409	Repairs & Maint - Utilitie	23.97
615-49850-460	Miscellaneous Taxes	290.00
617-10200	Petty Cash	1,500.00
617-20202	Sales Tax Payable	117.00
617-49860-133	Employer Paid Insurance	32.00
617-49860-217	Other Operating Supplie	168.94
617-49860-321	Telephone	102.52
617-49860-326	Data Processing	403.33
617-49860-340	Advertising & Promotion	707.48
617-49860-361	Insurance - General Liabi	1,254.63
617-49860-362	Insurance - Property	7,599.00
617-49860-365	Insurance - Misc	69.74
617-49860-381	Electric Utility	933.03
617-49860-382	Water Utility	64.19
617-49860-383	Gas Utility	1,241.91
617-49860-384	Refuse Disposal	74.99
617-49860-385	Sewer Utility	140.38
617-49860-402	Repairs & Maint - Struct	848.50
617-49860-406	Repairs & Maint - Groun	35.00
617-49860-460	Miscellaneous Taxes	354.00
651-46520-480	Other Miscellaneous	10,309.00
700-21701	Federal Withholding	10,521.56
700-21702	State Withholding	5,065.38
700-21703	FICA Tax Withholding	14,575.88
700-21704	PERA Contributions	23,706.55
700-21705	Retirement	10,707.32
700-21707	Union Dues	1,773.84
700-21708	PD Union Dues	444.50
700-21709	Wage Levy	97.83
700-21711	Medicare Tax Withholdi	4,064.68
700-21715	Individual Insurance-Afla	305.40
700-21716	Individual Insurance-Afla	602.90
700-21717	Individual Insurance-MB	9.68
700-21718	Individual Insurance-NC	32.00
700-21719	Individual Insurance-MB	449.18
700-21720	VEBA Contributions	10,520.98
700-21722	HSA Contribution	3,437.57

Account Summary

Account Number	Account Name	Payment Amount
700-21723	HSA Employee Contribu	922.35
	Grand Total:	732,941.64

Project Account Summary

Project Account Key	Payment Amount
None	732,941.64
Grand Total:	732,941.64

ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: CITY COUNCIL
FROM: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: APRIL 6, 2021
RE: Public Hearing – Residential Tax Abatement – 1424 River Road
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding a request for tax abatement:

1. Hold Public Hearing on the proposed residential tax abatement.
 2. Adopt attached RESOLUTION approving the tax abatement for a new single-family home to be constructed at 1424 River Road, Windom, MN 56101.
-

Issue Summary/Background

On March 16, 2021, the Windom City Council adopted a resolution calling for a Public Hearing to be held on April 6, 2021, to discuss the Cottonwood County Home Initiative Application for a new single-family home to be constructed at 1424 River Road, Windom, MN 56101.

The Applicants have met all statutory requirements outlined in Minnesota Statutes §469.1813 and the County's Home Initiative Guidelines necessary for approval of the tax abatement request.

Background: Minnesota Statutes give authority to Cities to grant an abatement of taxes imposed by the City if certain criteria are met.

In 2019, Cottonwood County renewed its "home initiative program" which provides guidelines and a program through which the County, City, and School can grant abatement of real estate taxes for new residential housing. The purpose of this initiative is to provide incentives to encourage construction of new owner-occupied and rental residential housing units including single-family homes, duplexes, and multi-family complexes.

On December 3, 2019, the City of Windom adopted a resolution approving the revised Cottonwood County Home Initiative Guidelines and renewing its participation in the Cottonwood County Home Initiative Program.

The program provides for a five-year abatement of real estate taxes on the increased market value of the property generated by the new home, duplex, or multi-family building. The abatement commences on the first year of taxes payable on the full increased assessed value of the property. The abatement does not include the real estate taxes on the land or any special assessments on the property.

Fiscal Impact

If the tax abatement is granted following the public hearing, the estimated abatement of real estate taxes by the City for the five-year period is \$5,350.

Attachments

1. Resolution Approving Tax Abatement for Certain Property Pursuant to Minn. Stat. §469.1813.
2. Public Hearing Notice
3. Cottonwood County Home Initiative Application Packet – 1424 River Road, Windom, MN.

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED: **Aye:**
 Nay:
 Absent:

CITY OF WINDOM

**RESOLUTION APPROVING TAX ABATEMENT FOR
CERTAIN PROPERTY PURSUANT TO MINN. STAT. §469.1813**

WHEREAS, Minnesota Statutes §469.1813 gives authority to the City of Windom to grant an abatement of property taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, the City of Windom has adopted the revised Cottonwood County Home Initiative Guidelines which must be met before an abatement of taxes will be granted for residential development; and

WHEREAS, Lindsey A. Cartwright and Jane L. Cartwright, husband and wife, ("Cartwrights") are the owners of the following described real estate within Cottonwood County, Minnesota:

Parcel #s: 25-838-0020 & 25-685-0080

Address of Property: 1424 River Road, Windom, MN 56101

Legal Description of Property: Lots 2 and 3 in Block 1 of the plat of Windom Townhouses and Lot 8 in Block 1 of River Road Addition, all in the City of Windom, Cottonwood County, Minnesota; and

WHEREAS, Cartwrights propose to a construct a new home on this property; and

WHEREAS, Cartwrights have made application to the City of Windom (the "City") for the abatement of taxes as to the above-described parcel; and

WHEREAS, Cartwrights have met the statutory requirements outlined under Minnesota Statutes §469.1813 Subdivision 1(1) and Subdivision 1(2)(i) as well as the Cottonwood County Home Initiative Guidelines for tax abatement; and

WHEREAS, the City of Windom expects the benefits to the City of the proposed abatement agreement to at least equal the costs to the City of the proposed agreement and finds that the proposed abatement is in the public interest because it will increase or preserve the tax base.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

WINDOM, MINNESOTA:

1. The City of Windom does hereby grant an abatement to **LINDSEY A. CARTWRIGHT and JANE L. CARTWRIGHT, husband and wife**, of the City of Windom's share of property taxes upon the above-described parcel based on the proposed construction of a new single-family home on said parcel.
2. The tax abatement will be for no more than five (5) years commencing on the first year of taxes payable for the full assessed value related to the capital improvement (new home) as outlined in Cottonwood County Home Initiative Guidelines.
3. The City shall provide the awarded abatement payment following payment by the property owners of the property taxes due annually. One single payment of the City's share of the abatement shall be made to the property owner(s) of record by December 30th of that calendar year.
4. The tax abatement shall be for the residential capital improvements only. Land values and the current base value are not eligible and will not be abated.
5. The abatement shall be null and void if construction of the new home is not commenced within six (6) months of the approval of this resolution or if property taxes are not paid on or before the respective annual payment deadlines.

Adopted by the City Council this 6th day of April, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

PUBLIC HEARING NOTICE

CITY OF WINDOM, MINNESOTA

RESIDENTIAL PROPERTY TAX ABATEMENT

A Public Hearing will be held by the Windom City Council on Tuesday, April 6, 2021, at the City Council Meeting which begins at 6:30 P.M. in the City Council Chambers at the City Hall, 444 Ninth Street, Windom, Minnesota, to consider granting a residential property tax abatement pursuant to Minnesota Statutes §469.1813.

Request submitted by Lindsey A. Cartwright and Jane L. Cartwright. Abatement period – 5 years commencing on first year of taxes payable for the full assessed value related to the new home. Based on 2021 TNT rates, **estimated** total abatement could be approximately \$5,350.

Property Address: 1424 River Road, Windom, MN 56101

Legal Description of Property: Lots 2 and 3 in Block 1 of the plat of Windom Townhouses and Lot 8 in Block 1 of River Road Addition, all in the City of Windom, Cottonwood County, Minnesota.

Parcel Nos.: 25-838-0020 & 25-685-0080

All parties interested in commenting on this proposed abatement may attend the public hearing or submit written comments to the address below prior to the hearing.

BY ORDER OF THE WINDOM CITY COUNCIL

Steven Nasby, City Administrator
444 Ninth Street
P. O. Box 38
Windom, MN 56101
Phone: 507-831-6129

Published: March 24, 2021
(COTTONWOOD COUNTY CITIZEN)

February 22, 2021

To: Cottonwood County Home Initiative Administrator
c/o Drew Hage, Executive Director
Economic Development Authority of Windom
444 Ninth Street
P. O. Box 38
Windom, MN 56101

Re: Request for Residential Tax Abatement

Dear Drew:

We plan to construct a new single-family home on property at 1424 River Road in Windom. We are requesting residential tax abatement for the new home pursuant to the Cottonwood County Home Initiative. Our plans are to begin construction of the new home this year.

Our application includes:

1. This letter requesting abatement;
2. Legal description, address, and Parcel ID No. of the property;
3. Aerial or plat map showing the lot lines of the property;
4. A site plan showing the proposed location and dimensions of the new home on the property;
5. Floor plans for the new home;
6. Estimated market value of the new home.

A copy of the Building Permit issued by the Windom Building & Zoning Office will be provided when available.

Should you have any questions or need additional information, please contact us.

Sincerely,


Lindsey A. Cartwright


Jane L. Cartwright

Applicants: Lindsey A. Cartwright & Jane L. Cartwright
Home Address: 709 River Road, Windom, MN 56101
Contact Phone No(s): 507-830-1305

ATTACHMENT
to
COTTONWOOD COUNTY HOME INITIATIVE APPLICATION

Applicants: Lindsey A. Cartwright & Jane L. Cartwright

Parcel ID Nos.: 25-838-0020 & 25-685-0080

Address of the Property: 1424 River Road, Windom, Minnesota 56101

Legal Description of the Property: Lots 2 and 3 in Block 1 of the plat of Windom Townhouses and Lot 8 in Block 1 of River Road Addition, all in the City of Windom, Cottonwood County, Minnesota.

Utilities: Electricity, sewer, and water are provided to the property by the City of Windom. Natural gas is provided by Minnesota Energy Resources.

Estimated Market Value of the New Home: \$146,025



Parcel ID	258380020	Alternate ID	n/a
Sec/Twp/Rng	0-0-0	Class	RESIDENTIAL VACANT LAND
Property Address		Acreage	n/a
District	n/a		
Brief Tax Description	LOTS 2 & 3, BLK 1 (Note: Not to be used on legal documents)		

Owner Address CARTWRIGHT/LINDSEY & JANE
709 RIVER RD
WINDOM MN 56101

Date created: 3/2/2021
Last Data Uploaded: 3/1/2021 7:23:29 PM

Developed by  **Schneider**
GEOSPATIAL



Parcel ID 256850080
Sec/Twp/Rng 0-0-0
Property Address 1424 RIVER RD
56101

Alternate ID n/a
Class RESIDENTIAL SINGLE UNIT
Acreage n/a

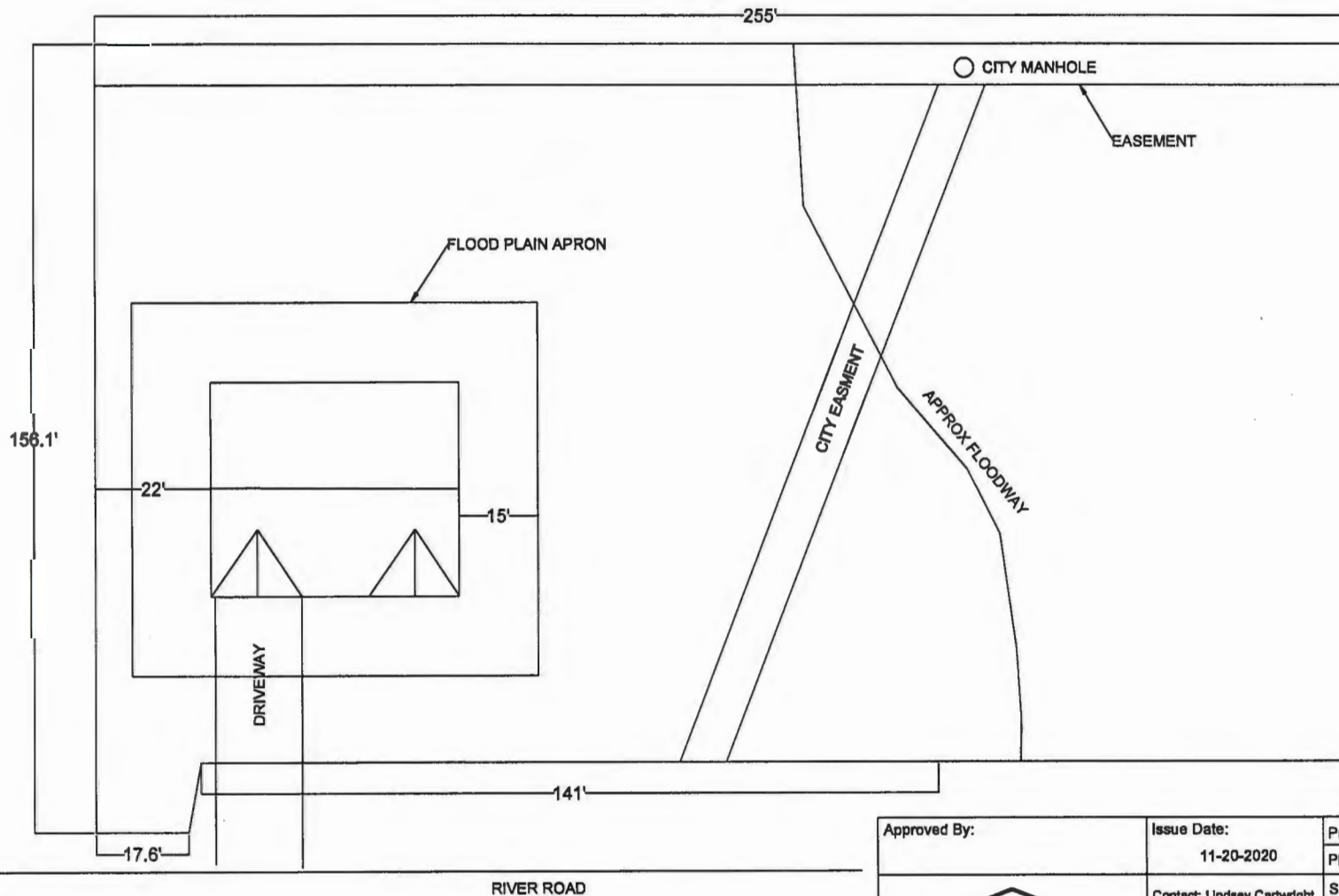
Owner Address CARTWRIGHT/LINDSEY & JANE
709 RIVER RD
WINDOM MN 56101

District n/a
Brief Tax Description n/a

(Note: Not to be used on legal documents)

Date created: 3/2/2021
Last Data Uploaded: 3/1/2021 7:23:29 PM

Developed by  **Schneider**
GEOSPATIAL

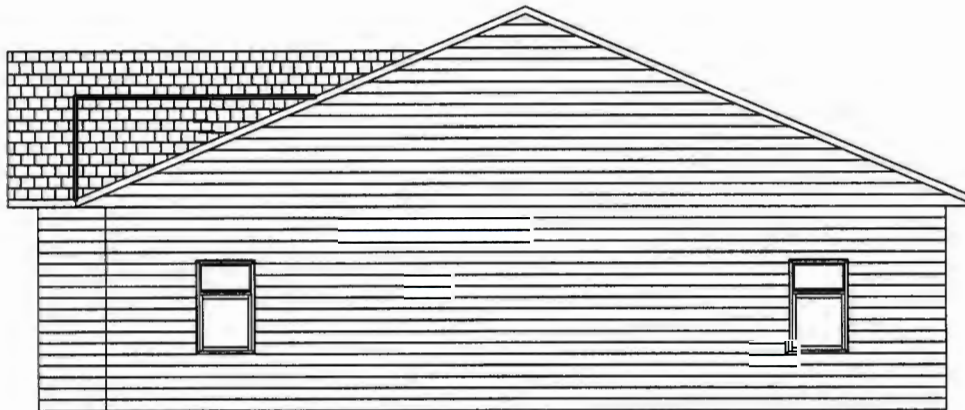


E SITE PLAN
1 SCALE: NOT TO SCALE

Approved By:	Issue Date:	Project: 1424 River Road	
	11-20-2020	Plan: Site Plan	
	Contact: Lindsey Cartwright Phone: 507-830-1305	Set: Approval Set 1	Sheet: E
	Contact: Jerry Bauer Phone: 507-822-3700	Scale: NOT TO SCALE	
		Drawn By: MC	
		Page: 5 of 5	



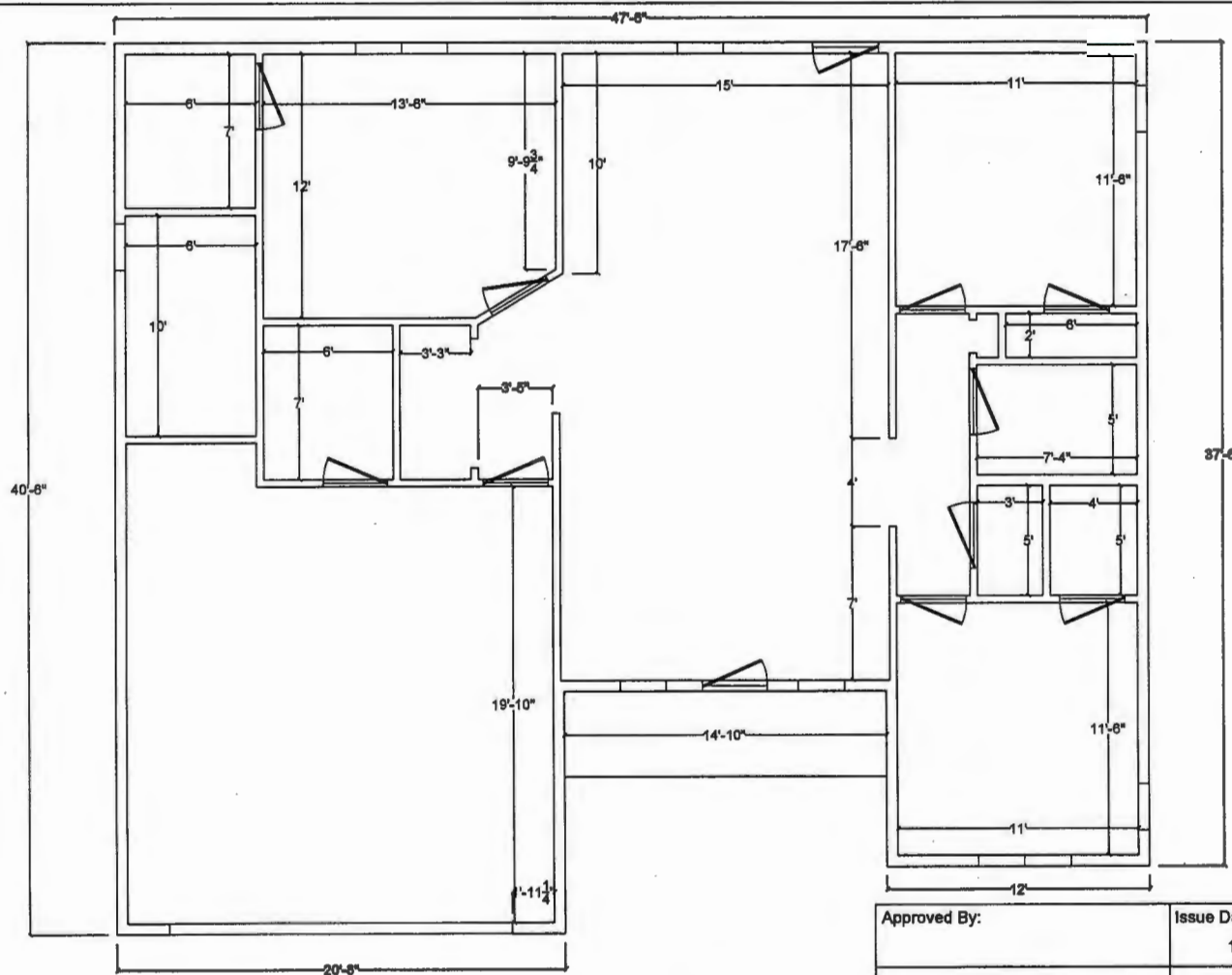
① FRONT ELEVATION
SCALE: 1/4" = 1'-0"



② SIDE ELEVATION
SCALE: 1/4" = 1'-0"

Approved By:	Issue Date: 11-20-2020	Project: 1424 River Road Plan: House Elevations
	Contact: Lindsey Cartwright Phone: 507-830-1305	Set: Approval Set 1 Scale: 3/16" = 1'-0"
	Contact: Jerry Bauer Phone: 507-822-3700	Drawn By: MC
		Page: 3 of 5

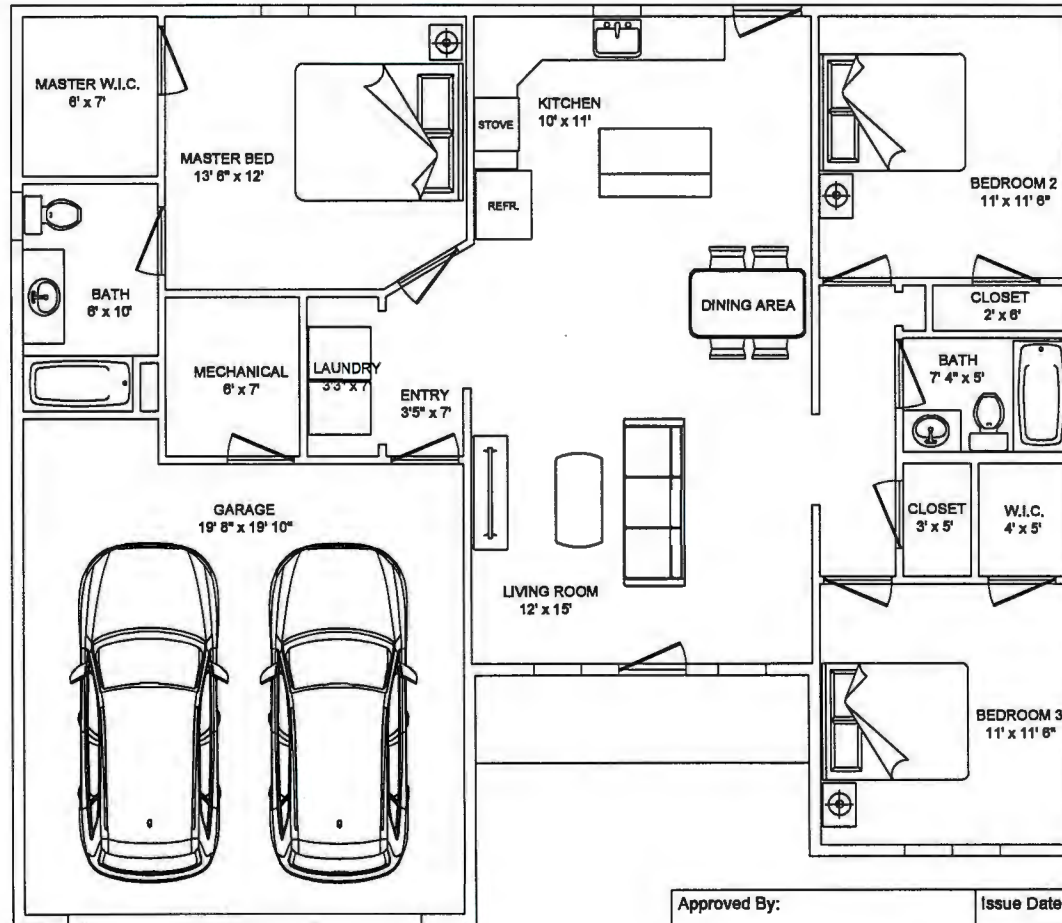
Sheet:
C



B FLOOR PLAN
 1 SCALE: 3/16" = 1'-0"

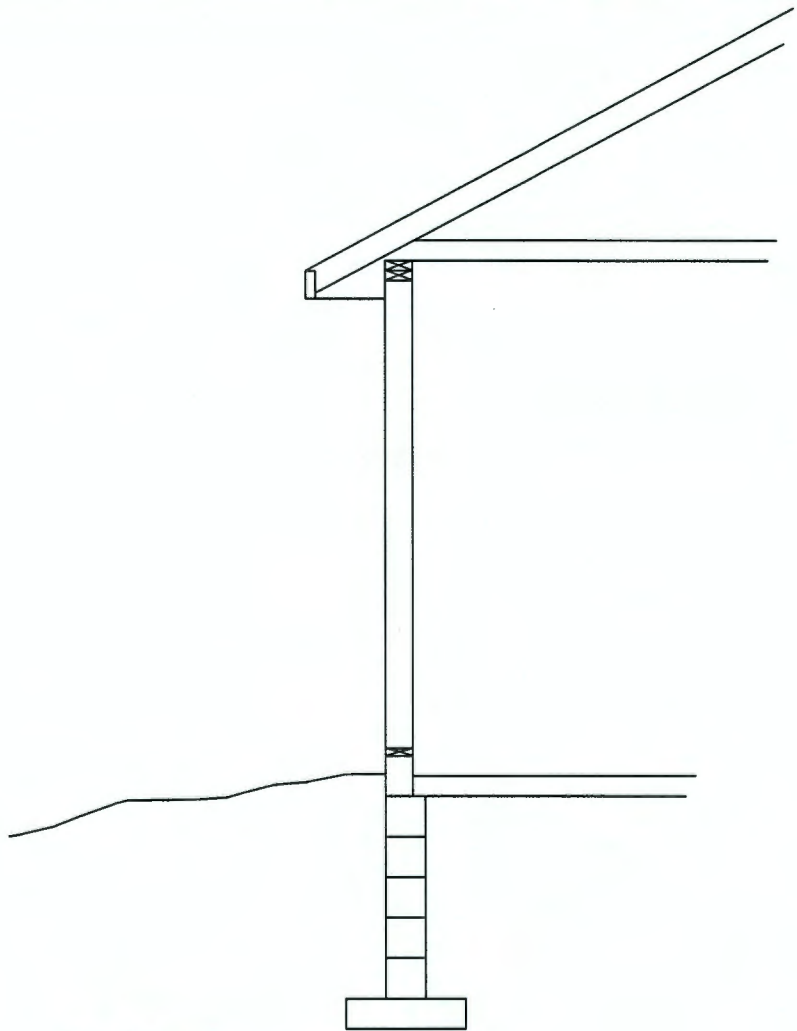


Approved By:	Issue Date: 11-20-2020	Project: 1424 River Road	
		Plan: Floor Plan	
	Contact: Lindsey Cartwright Phone: 507-830-1305	Set: Approval Set 1	
		Scale: 3/16" = 1'-0"	Sheet: B
	Contact: Jerry Bauer Phone: 507-822-3700	Drawn By: MC	
		Page: 2 of 5	



FURNITURE PLAN
 SCALE: 1/4" = 1'-0"

Approved By: 	Issue Date: 11-20-2020	Project: 1424 River Road	
		Plan: Floor Plan	
	Contact: Lindsey Cartwright Phone: 507-850-1305	Set: Approval Set 1	Sheet: A
		Scale: 1/4" = 1'-0"	
		Drawn By: MC	
	Contact: Jerry Bauer Phone: 507-822-3700	Page: 1 of 5	




SECTION
 SCALE: 1/2" = 1'-0"

Approved By:	Issue Date: 11-20-2020	Project: 1424 River Road	
		Plan: Sectional View	
	Contact: Lindsey Cartwright Phone: 507-830-1305	Set: Approval Set 1	
		Scale: 1/2" = 1'-0"	Sheet:
	Contact: Jerry Bauer Phone: 507-522-3700	Drawn By: MC	D
		Page: 4 of 5	

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: CITY COUNCIL
FROM: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: APRIL 6, 2021
RE: CALL FOR PUBLIC HEARING – RESIDENTIAL TAX ABATEMENT
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding a request for tax abatement:

1. Adopt attached RESOLUTION setting the public hearing on an application for residential tax abatement.
-

Issue Summary/Background

Background: Minnesota Statutes gives authority to cities to grant an abatement of taxes imposed by the City if certain criteria are met. In December 2019, the City Council approved the updated Guidelines and renewal of the City's participation in the Cottonwood County Home Initiative Program for another 3-year period. The program provides for a five-year abatement of real estate taxes on the increased market value of the property generated by the construction of a new home, duplex, or multi-family building. The abatement commences on the first year of taxes payable on the full increased assessed value of the property. The abatement does not include the real estate taxes on the land.

Current Application: The EDA received a request for abatement of the City's real estate taxes on a proposed new home to be constructed on property at **1902 Bud Road**.

Pursuant to Minnesota Statutes, it is necessary to hold a public hearing on any proposed abatement of real estate taxes. Attached is a proposed Resolution calling for a public hearing to be held at the next City Council Meeting.

Fiscal Impact

There is no fiscal impact to the City to call for a public hearing on this application. If after the public hearing the City Council approves the requested abatement, the potential impact is as follows:

Based on an estimated market value of \$146,025 and the 2021 TNT rates, the estimated tax abatement for the City would be approximately \$1,070 per year. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$5,350. (The market value for the project is only an estimate, since the new home has not yet been constructed. The tax rates will also change each year.)

Attachments

1. Resolution Calling for Public Hearing on Proposed Tax Abatement for New Residential Project.
2. Application Letter, 1 attachment, and Plat Map. (*Full Application will be provided in packet for 4-20-21 Meeting.*)

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED: **Aye:**
 Nay:
 Absent:

CITY OF WINDOM

RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED TAX ABATEMENT FOR NEW RESIDENTIAL PROJECT

WHEREAS, Minnesota Statutes §469.1813 gives authority to the City of Windom to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, on December 3, 2019, the City Council of the City of Windom adopted Resolution #2019-79 approving the updated Cottonwood County Home Initiative Guidelines (for 2020-2022 application period) and renewing the City's participation in the Cottonwood County Home Initiative Program; and

WHEREAS, Preferred Choice Homes, LLC ("Preferred Choice") is the owner of the following described real estate within Cottonwood County, Minnesota:

Parcel #s: 25-320-0100

Address of Property: 1902 Bud Road, Windom, MN 56101

Legal Description of Property: Lot 1, Block 1 of Gove Acres Subdivision to the City of Windom, Cottonwood County, Minnesota, (new subdivision platted from Lots 10, 11, and 12 of Billing's Subdivision No. 2 and a tract in SW¼ SW¼ of 24-105-36); and

WHEREAS, Preferred Choice proposes to a construct a new home on this property; and

WHEREAS, Preferred Choice has requested tax abatement on this property pursuant to the Guidelines; and

WHEREAS, the abatement of taxes on the above-described parcel would be for the period of five (5) years commencing on the first year of taxes payable for the full assessed value related to the capital improvements as outlined in Cottonwood County Home Initiative Guidelines; and

WHEREAS, the estimated market value of the new home, submitted by the Applicants, is \$146,025; and

WHEREAS, based on the Estimated Market Value for the new home and based on 2021

TNT rates, the estimated tax abatement for the City of Windom for this property would be approximately \$1,070 per year. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$5,350. (These figures were calculated using 2021 TNT rates which are the rates currently available for 2021. The market value for the project is only an estimate, since the building has not yet been constructed. The tax rates will also change each year.)

WHEREAS, Minnesota Statutes require that a public hearing be held prior to the approval of the proposed tax abatement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, AS FOLLOWS:

1. Public Hearing. A public hearing to consider the proposed tax abatement, as set forth above, shall be held on Tuesday, April 20, 2021, in the Windom City Hall Council Chambers during the regular City Council Meeting which begins at 6:30 p.m.

2. Notice of Public Hearing. The City Administrator is authorized and directed to cause notice of the hearing to be published once in the official newspaper of the City at least ten (10) days prior to the date of hearing. The public hearing notice shall include a description of the property for which the abatement is being considered and the total estimated amount of the proposed tax abatement based on current information.

Adopted by the City Council this 6th day of April, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

March 25, 2021

To: Cottonwood County Home Initiative Administrator
c/o Drew Hage, Executive Director
Economic Development Authority of Windom
444 Ninth Street
P. O. Box 38
Windom, MN 56101

Re: Request for Residential Tax Abatement

Dear Drew:

We plan to construct a new single-family home on property at Gove Acres Lot 1 Block 1 in Windom. We are requesting residential tax abatement for the new home pursuant to the Cottonwood County Home Initiative. Our plans are to begin construction of the new home this year.

Our application includes:

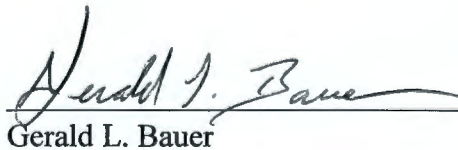
1. This letter requesting abatement;
2. Legal description, address, and Parcel ID No. of the property;
3. Aerial or plat map showing the lot lines of the property;
4. A site plan showing the proposed location and dimensions of the new home on the property;
5. Floor plans for the new home;
6. Estimated market value of the new home.

A copy of the Building Permit issued by the Windom Building & Zoning Office will be provided when available.

Should you have any questions or need additional information, please contact us.

Sincerely,


Lindsey A. Cartwright


Gerald L. Bauer

Applicants: Preferred Choice Homes
Home Address: 237 Buckwheat Ave, Windom, MN 56101
Contact Phone No(s): 507-830-1305 507-822-3700

ATTACHMENT
to
COTTONWOOD COUNTY HOME INITIATIVE APPLICATION

Applicant: Preferred Choice Homes, LLC

Parcel ID No.: 25.320.0100

Address of the Property: 1902 Bud Road, Windom, Minnesota 56101

Legal Description of the Property: Lot 1, Block 1 of Gove Acres Subdivision to the City of Windom, Cottonwood County, Minnesota.

Original Description (prior to platting of subdivision):

Exhibit A

Subject Property

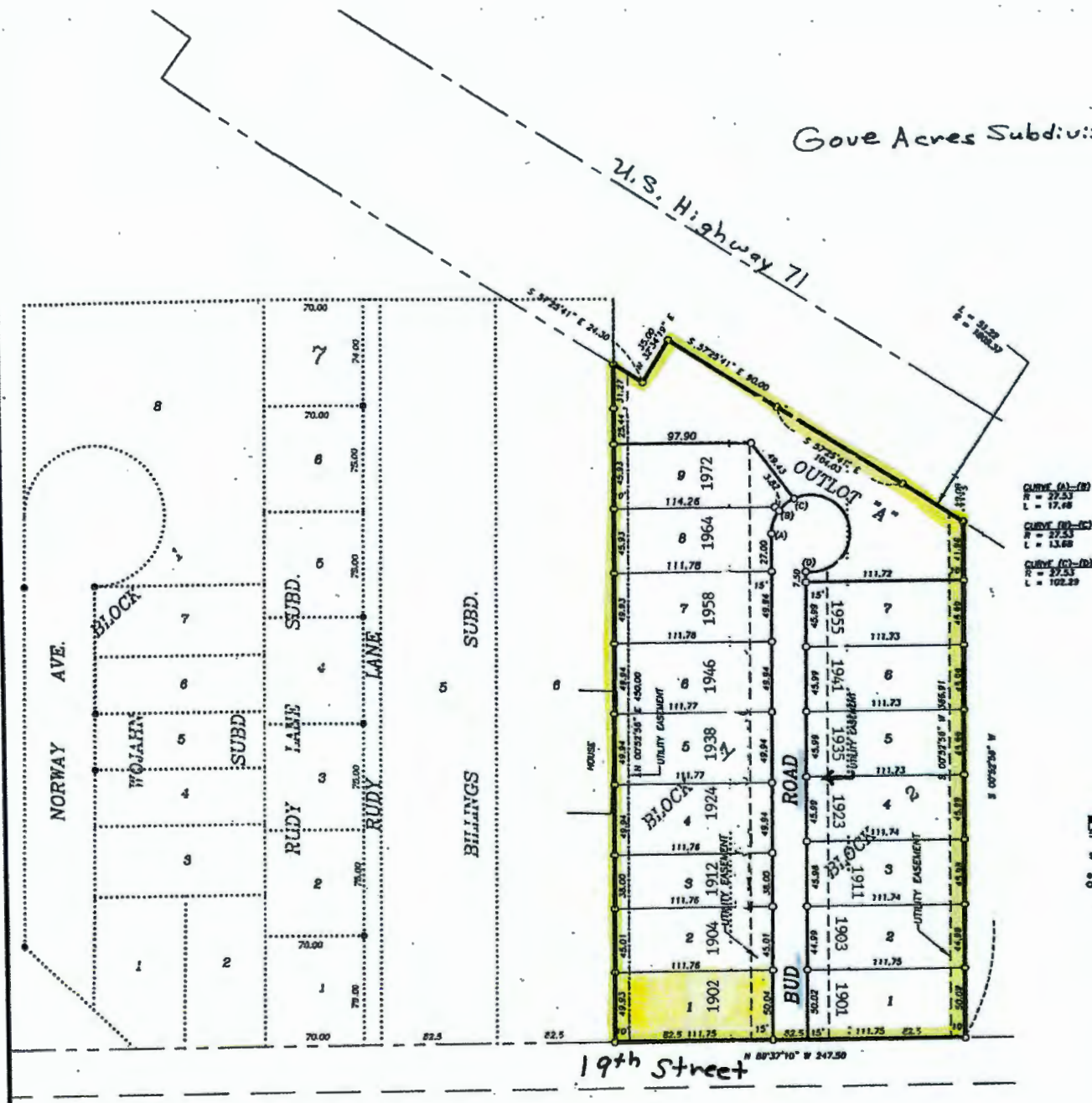
Lots 10, 11, and 12, Billing's Subdivision No. 2, City of Windom, Cottonwood County, Minnesota

AND

Part of the SW1/4 SW1/4 of Section 24, Township 105, Range 36, Cottonwood County, Minnesota, described as follows: Beginning at the Northwest corner of Lot 10 of Billing's Subdivision No. 2 as recorded in the office of the Cottonwood County Recorder's Office; thence North 00 degrees 52 minutes 56 seconds East, bearing based on Cottonwood County coordinate system, along the East line of Lot 6 of Billing's Subdivision, a distance of 31.27 feet, to the Southwesterly right of way line of United States Highway Number 71, as exists; thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 24.30 feet; thence North 32 degrees 34 minutes 19 seconds East, along said right of way line, a distance of 35.00 feet; thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 90.00 feet, to the North line of Lot 11 of said Billing's Subdivision No. 2; thence North 89 degrees 37 minutes 10 seconds West, along the North line of Lots 10 and 11 of Billing's Subdivision No. 2, a distance of 115.65 feet, to the point of beginning

Estimated Market Value of the New Home: \$146,025

U.S. Highway 71



ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: CITY COUNCIL
FROM: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: APRIL 6, 2021
RE: CALL FOR PUBLIC HEARING – RESIDENTIAL TAX ABATEMENT
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding a request for tax abatement:

1. Adopt attached RESOLUTION setting the public hearing on an application for residential tax abatement.
-

Issue Summary/Background

Background: Minnesota Statutes gives authority to cities to grant an abatement of taxes imposed by the City if certain criteria are met. In December 2019, the City Council approved the updated Guidelines and renewal of the City's participation in the Cottonwood County Home Initiative Program for another 3-year period. The program provides for a five-year abatement of real estate taxes on the increased market value of the property generated by the construction of a new home, duplex, or multi-family building. The abatement commences on the first year of taxes payable on the full increased assessed value of the property. The abatement does not include the real estate taxes on the land.

Current Application: The EDA received a request for abatement of the City's real estate taxes on a proposed new home to be constructed on property at **1904 Bud Road**.

Pursuant to Minnesota Statutes, it is necessary to hold a public hearing on any proposed abatement of real estate taxes. Attached is a proposed Resolution calling for a public hearing to be held at the next City Council Meeting.

Fiscal Impact

There is no fiscal impact to the City to call for a public hearing on this application. If after the public hearing the City Council approves the requested abatement, the potential impact is as follows:

Based on an estimated market value of \$146,025 and the 2021 TNT rates, the estimated tax abatement for the City would be approximately \$1,070 per year. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$5,350. (The market value for the project is only an estimate, since the new home has not yet been constructed. The tax rates will also change each year.)

Attachments

1. Resolution Calling for Public Hearing on Proposed Tax Abatement for New Residential Project.
2. Application Letter, 1 attachment, and Plat Map. (*Full Application will be provided in packet for 4-20-21 Meeting.*)

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED: **Aye:**
 Nay:
 Absent:

CITY OF WINDOM

RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED TAX ABATEMENT FOR NEW RESIDENTIAL PROJECT

WHEREAS, Minnesota Statutes §469.1813 gives authority to the City of Windom to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, on December 3, 2019, the City Council of the City of Windom adopted Resolution #2019-79 approving the updated Cottonwood County Home Initiative Guidelines (for 2020-2022 application period) and renewing the City's participation in the Cottonwood County Home Initiative Program; and

WHEREAS, Preferred Choice Homes, LLC ("Preferred Choice") is the owner of the following described real estate within Cottonwood County, Minnesota:

Parcel #s: 25-320-0200

Address of Property: 1904 Bud Road, Windom, MN 56101

Legal Description of Property: Lot 2, Block 1 of Gove Acres Subdivision to the City of Windom, Cottonwood County, Minnesota, (new subdivision platted from Lots 10, 11, and 12 of Billing's Subdivision No. 2 and a tract in SW¼ SW¼ of 24-105-36); and

WHEREAS, Preferred Choice proposes to a construct a new home on this property; and

WHEREAS, Preferred Choice has requested tax abatement on this property pursuant to the Guidelines; and

WHEREAS, the abatement of taxes on the above-described parcel would be for the period of five (5) years commencing on the first year of taxes payable for the full assessed value related to the capital improvements as outlined in Cottonwood County Home Initiative Guidelines; and

WHEREAS, the estimated market value of the new home, submitted by the Applicants, is \$146,025; and

WHEREAS, based on the Estimated Market Value for the new home and based on 2021

TNT rates, the estimated tax abatement for the City of Windom for this property would be approximately \$1,070 per year. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$5,350. (These figures were calculated using 2021 TNT rates which are the rates currently available for 2021. The market value for the project is only an estimate, since the building has not yet been constructed. The tax rates will also change each year.)

WHEREAS, Minnesota Statutes require that a public hearing be held prior to the approval of the proposed tax abatement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, AS FOLLOWS:

1. Public Hearing. A public hearing to consider the proposed tax abatement, as set forth above, shall be held on Tuesday, April 20, 2021, in the Windom City Hall Council Chambers during the regular City Council Meeting which begins at 6:30 p.m.

2. Notice of Public Hearing. The City Administrator is authorized and directed to cause notice of the hearing to be published once in the official newspaper of the City at least ten (10) days prior to the date of hearing. The public hearing notice shall include a description of the property for which the abatement is being considered and the total estimated amount of the proposed tax abatement based on current information.

Adopted by the City Council this 6th day of April, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

March 25, 2021

To: Cottonwood County Home Initiative Administrator

c/o Drew Hage, Executive Director
Economic Development Authority of Windom
444 Ninth Street
P. O. Box 38
Windom, MN 56101

Re: Request for Residential Tax Abatement

Dear Drew:

We plan to construct a new single-family home on property at Gove Acres Lot 2 Block 1 in Windom. We are requesting residential tax abatement for the new home pursuant to the Cottonwood County Home Initiative. Our plans are to begin construction of the new home this year.

Our application includes:

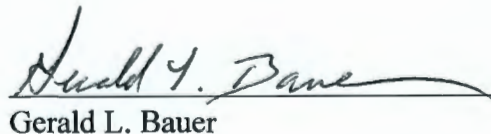
1. This letter requesting abatement;
2. Legal description, address, and Parcel ID No. of the property;
3. Aerial or plat map showing the lot lines of the property;
4. A site plan showing the proposed location and dimensions of the new home on the property;
5. Floor plans for the new home;
6. Estimated market value of the new home.

A copy of the Building Permit issued by the Windom Building & Zoning Office will be provided when available.

Should you have any questions or need additional information, please contact us.

Sincerely,


Lindsey A. Cartwright


Gerald L. Bauer

Applicants: Preferred Choice Homes
Home Address: 237 Buckwheat Ave, Windom, MN 56101
Contact Phone No(s): 507-830-1305 507-822-3700

ATTACHMENT
to
COTTONWOOD COUNTY HOME INITIATIVE APPLICATION

Applicant: Preferred Choice Homes, LLC

Parcel ID Nos.: 25.320.0200

Address of the Property: 1904 Bud Road, Windom, Minnesota 56101

Legal Description of the Property: Lot 2, Block 1 of Gove Acres Subdivision to the City of Windom, Cottonwood County, Minnesota.

Original Description (prior to platting of subdivision):

Exhibit A

Subject Property

Lots 10, 11, and 12, Billing's Subdivision No. 2, City of Windom, Cottonwood County, Minnesota

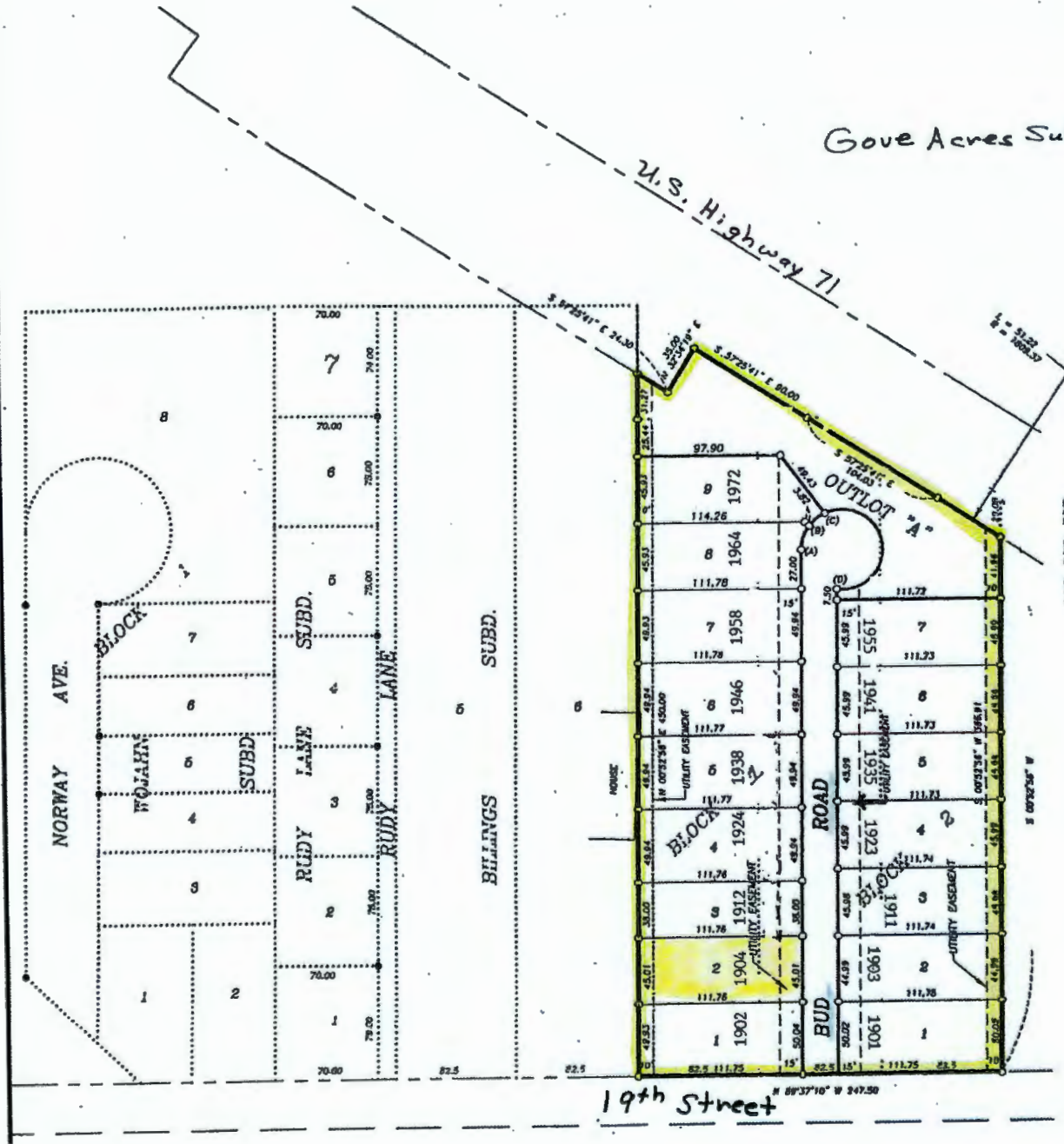
AND

Part of the SW1/4 SW1/4 of Section 24, Township 105, Range 36, Cottonwood County, Minnesota, described as follows: Beginning at the Northwest corner of Lot 10 of Billing's Subdivision No. 2 as recorded in the office of the Cottonwood County Recorder's Office; thence North 00 degrees 52 minutes 56 seconds East, bearing based on Cottonwood County coordinate system, along the East line of Lot 6 of Billing's Subdivision, a distance of 31.27 feet, to the Southwesterly right of way line of United States Highway Number 71, as exists; thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 24.30 feet; thence North 32 degrees 34 minutes 19 seconds East, along said right of way line, a distance of 35.00 feet; thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 90.00 feet, to the North line of Lot 11 of said Billing's Subdivision No. 2; thence North 89 degrees 37 minutes 10 seconds West, along the North line of Lots 10 and 11 of Billing's Subdivision No. 2, a distance of 115.65 feet, to the point of beginning

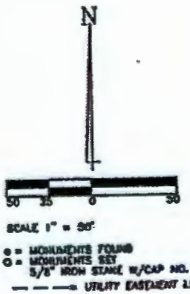
Estimated Market Value of the New Home: \$146,025

Grove Acres Subdivision

U.S. Highway 71



CURVE (A)-(B)
R = 27.53
L = 17.96
CURVE (B)-(C)
R = 27.53
L = 13.68
CURVE (C)-(D)
R = 27.53
L = 102.89



ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: CITY COUNCIL
FROM: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: APRIL 6, 2021
RE: CALL FOR PUBLIC HEARING – RESIDENTIAL TAX ABATEMENT
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding a request for tax abatement:

1. Adopt attached RESOLUTION setting the public hearing on an application for residential tax abatement.
-

Issue Summary/Background

Background: Minnesota Statutes gives authority to cities to grant an abatement of taxes imposed by the City if certain criteria are met. In December 2019, the City Council approved the updated Guidelines and renewal of the City's participation in the Cottonwood County Home Initiative Program for another 3-year period. The program provides for a five-year abatement of real estate taxes on the increased market value of the property generated by the construction of a new home, duplex, or multi-family building. The abatement commences on the first year of taxes payable on the full increased assessed value of the property. The abatement does not include the real estate taxes on the land.

Current Application: The EDA received a request for abatement of the City's real estate taxes on a proposed new home to be constructed on property at **1972 Bud Road**.

Pursuant to Minnesota Statutes, it is necessary to hold a public hearing on any proposed abatement of real estate taxes. Attached is a proposed Resolution calling for a public hearing to be held at the next City Council Meeting.

Fiscal Impact

There is no fiscal impact to the City to call for a public hearing on this application. If after the public hearing the City Council approves the requested abatement, the potential impact is as follows:

Based on an estimated market value of \$146,025 and the 2021 TNT rates, the estimated tax abatement for the City would be approximately \$1,070 per year. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$5,350. (The market value for the project is only an estimate, since the new home has not yet been constructed. The tax rates will also change each year.)

Attachments

1. Resolution Calling for Public Hearing on Proposed Tax Abatement for New Residential Project.
2. Application Letter, 1 attachment, and Plat Map. (*Full Application will be provided in packet for 4-20-21 Meeting.*)

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED: **Aye:**
 Nay:
 Absent:

CITY OF WINDOM

RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED TAX ABATEMENT FOR NEW RESIDENTIAL PROJECT

WHEREAS, Minnesota Statutes §469.1813 gives authority to the City of Windom to grant an abatement of taxes imposed by the City if certain criteria are met; and

WHEREAS, in addition to the statutory requirements, on December 3, 2019, the City Council of the City of Windom adopted Resolution #2019-79 approving the updated Cottonwood County Home Initiative Guidelines (for 2020-2022 application period) and renewing the City's participation in the Cottonwood County Home Initiative Program; and

WHEREAS, Preferred Choice Homes, LLC ("Preferred Choice") is the owner of the following described real estate within Cottonwood County, Minnesota:

Parcel #s: 25-320-0900

Address of Property: 1972 Bud Road, Windom, MN 56101

Legal Description of Property: Lot 9, Block 1 of Gove Acres Subdivision to the City of Windom, Cottonwood County, Minnesota, (new subdivision platted from Lots 10, 11, and 12 of Billing's Subdivision No. 2 and a tract in SW¼ SW¼ of 24-105-36); and

WHEREAS, Preferred Choice proposes to a construct a new home on this property; and

WHEREAS, Preferred Choice has requested tax abatement on this property pursuant to the Guidelines; and

WHEREAS, the abatement of taxes on the above-described parcel would be for the period of five (5) years commencing on the first year of taxes payable for the full assessed value related to the capital improvements as outlined in Cottonwood County Home Initiative Guidelines; and

WHEREAS, the estimated market value of the new home, submitted by the Applicants, is \$146,025; and

WHEREAS, based on the Estimated Market Value for the new home and based on 2021

TNT rates, the estimated tax abatement for the City of Windom for this property would be approximately \$1,070 per year. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$5,350. (These figures were calculated using 2021 TNT rates which are the rates currently available for 2021. The market value for the project is only an estimate, since the building has not yet been constructed. The tax rates will also change each year.)

WHEREAS, Minnesota Statutes require that a public hearing be held prior to the approval of the proposed tax abatement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, AS FOLLOWS:

1. Public Hearing. A public hearing to consider the proposed tax abatement, as set forth above, shall be held on Tuesday, April 20, 2021, in the Windom City Hall Council Chambers during the regular City Council Meeting which begins at 6:30 p.m.

2. Notice of Public Hearing. The City Administrator is authorized and directed to cause notice of the hearing to be published once in the official newspaper of the City at least ten (10) days prior to the date of hearing. The public hearing notice shall include a description of the property for which the abatement is being considered and the total estimated amount of the proposed tax abatement based on current information.

Adopted by the City Council this 6th day of April, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

March 25, 2021

To: Cottonwood County Home Initiative Administrator

c/o Drew Hage, Executive Director
Economic Development Authority of Windom
444 Ninth Street
P. O. Box 38
Windom, MN 56101

Re: Request for Residential Tax Abatement

Dear Drew:

We plan to construct a new single-family home on property at Gove Acres Lot 9 Block 1 in Windom. We are requesting residential tax abatement for the new home pursuant to the Cottonwood County Home Initiative. Our plans are to begin construction of the new home this year.

Our application includes:

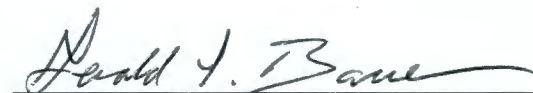
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3. Aerial or plat map showing the lot lines of the property;
4. A site plan showing the proposed location and dimensions of the new home on the property;
5. Floor plans for the new home;
6. Estimated market value of the new home.

A copy of the Building Permit issued by the Windom Building & Zoning Office will be provided when available.

Should you have any questions or need additional information, please contact us.

Sincerely,


Lindsey A. Cartwright


Gerald L. Bauer

Applicants: Preferred Choice Homes

Home Address: 237 Buckwheat Ave, Windom, MN 56101

Contact Phone No(s): 507-830-1305 507-822-3700

ATTACHMENT
to
COTTONWOOD COUNTY HOME INITIATIVE APPLICATION

Applicant: Preferred Choice Homes, LLC

Parcel ID Nos.: 25.320.0900

Address of the Property: 1972 Bud Road, Windom, Minnesota 56101

Legal Description of the Property: Lot 9, Block 1 of Gove Acres Subdivision to the City of Windom, Cottonwood County, Minnesota.

Original Description (prior to platting of subdivision):

Exhibit A

Subject Property

Lots 10, 11, and 12, Billing's Subdivision No. 2, City of Windom, Cottonwood County, Minnesota

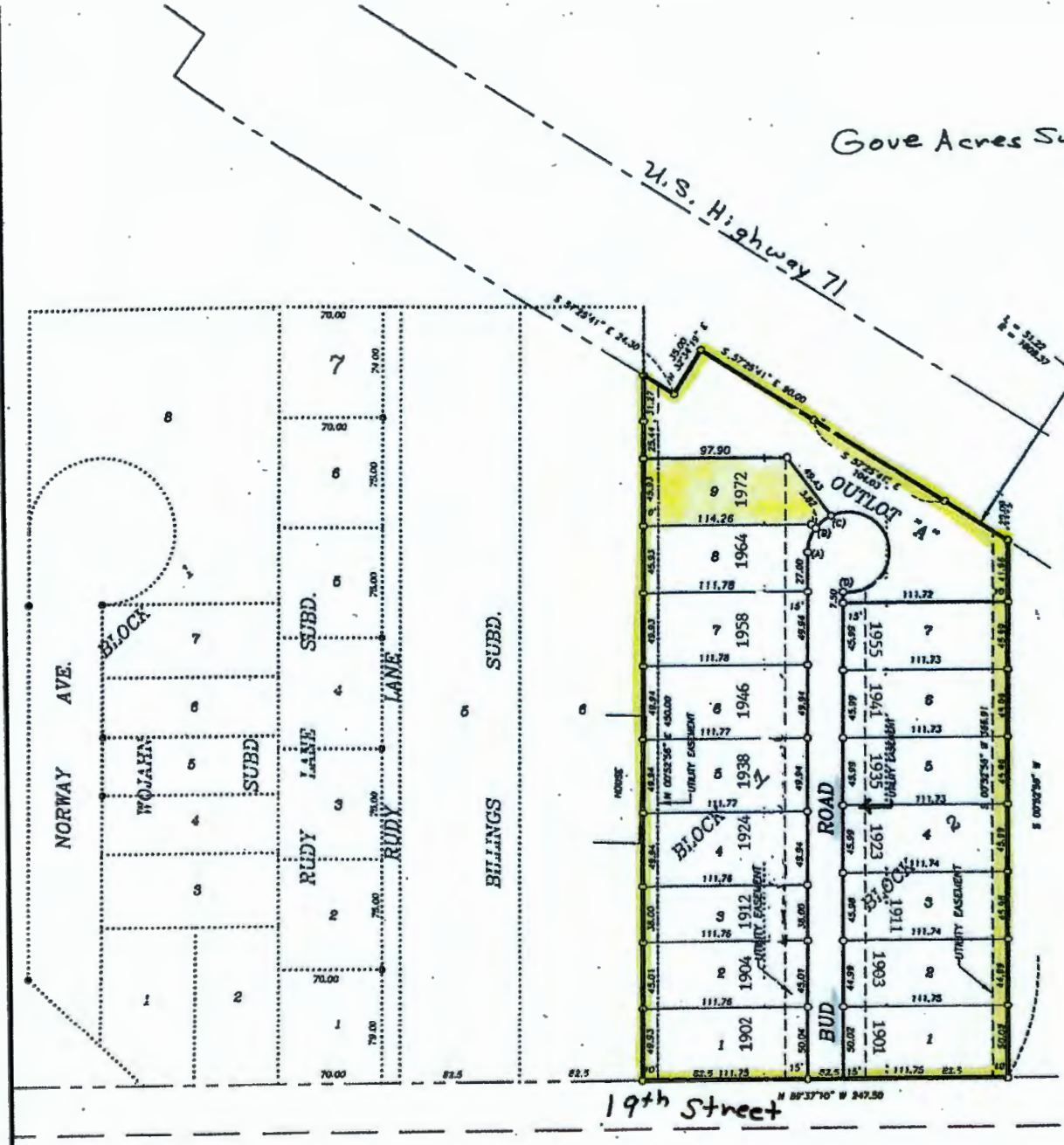
AND

Part of the SW1/4 SW1/4 of Section 24, Township 105, Range 36, Cottonwood County, Minnesota, described as follows: Beginning at the Northwest corner of Lot 10 of Billing's Subdivision No. 2 as recorded in the office of the Cottonwood County Recorder's Office; thence North 00 degrees 52 minutes 56 seconds East, bearing based on Cottonwood County coordinate system, along the East line of Lot 6 of Billing's Subdivision, a distance of 31.27 feet, to the Southwesterly right of way line of United States Highway Number 71, as exists; thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 24.30 feet; thence North 32 degrees 34 minutes 19 seconds East, along said right of way line, a distance of 35.00 feet; thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 90.00 feet, to the North line of Lot 11 of said Billing's Subdivision No. 2; thence North 89 degrees 37 minutes 10 seconds West, along the North line of Lots 10 and 11 of Billing's Subdivision No. 2, a distance of 115.65 feet, to the point of beginning

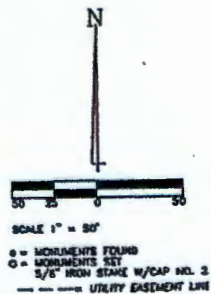
Estimated Market Value of the New Home: \$146,025

Grove Acres Subdivision

U.S. Highway 71



CURVE (A)-(B)
R = 17.53
L = 17.48
CURVE (B)-(C)
R = 17.53
L = 13.68
CURVE (C)-(D)
R = 17.53
L = 108.29





MEMORANDUM

TO: Steve Nasby, City Administrator
City of Windom, Minnesota

FROM: Lindsay Reidt, PE

DATE: March 26, 2021

RE: Construction Contract Award Recommendation
SEH No. WINDM 159288 14.00

PROJECT SCOPE:

Competitive quotes were received for the 2021 Airport Crack Seal project at the Windom Municipal Airport. The project includes joint and crack sealing of the bituminous pavements at the airport. Those pavements include, in order of project priority, the apron, taxiways and airport entrance road.

Quote RESULTS – 2021 Airport Crack Seal:

On Friday March 19, 2021, contractors submitted quotes for the 2021 project. The Engineer's estimate for the project was \$40,250. Four (4) quotes were received, with the results as follows:

<u>Contractor</u>	<u>Bid Amount</u>
ASTECH	\$24,065.00
Fahrner Asphalt Sealers	\$30,611.00
Struck & Irwin Paving, Inc.	\$31,950.00
Bargen, Inc.	\$54,300.00

SEH RECOMMENDATION:

Based on the outcome of the bids and the company reputations, it is our recommendation that the City of Windom award the 2021 Airport Crack Seal project to ASTECH, contingent on reception of the FAA and MnDOT Aeronautics grant.

In reliance on our experience with the contractors and information provided in the bid packages, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

PROJECT COST SUMMARY:

The following table summarizes the costs of the components for this year's federal and state grant:

2021 Airport Crack Seal (ASTECH)	\$ 24,065.00
Engineering & Construction Administration (SEH)	\$ 14,500.00
Administration (City of Windom) (estimated)	\$ 2,500.00
TOTAL PROJECT COSTS (APPROX):	\$ 41,065.00

The eligible portions of the project are anticipated to be fully funded by a 100 percent FAA grant. This is due to the recently passed stimulus American Rescue Plan Act (ARP Act), which granted \$8 billion in additional funding to the FAA to use to help communities fund airport improvement projects during FY2021. Your project will still be funded by entitlement dollars for 90 percent of the project and the ARP Act funds will cover the remaining 10 percent.

Quote Tabulation

Project Title:	2021 Airport Crack Seal
Airport Name:	Windom Municipal Airport
Quotes Due:	2:00 p.m., Friday March 19, 2021
Engineer's Estimate:	\$40,250

[illegible]

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED: **Aye:**
 Nay:
 Absent:

2021 NATIONAL LIBRARY WEEK PROCLAMATION

WHEREAS, the National Library Week theme, "Welcome to Your Library", promotes the idea that libraries extend far beyond the four walls of a building and that everyone is welcome to use their services; and

WHEREAS, today's libraries are less about what they have on the shelves and more about what they can do with and for their communities; and

WHEREAS, libraries have long served as trusted and treasured institutions where people of all ages, interests and backgrounds can come together and learn alongside one another; and

WHEREAS, libraries of all types are at the heart of their cities, towns, schools and campuses; and

WHEREAS, libraries offer members of the community a welcoming space and opportunities to explore new passions through technology, programs and services; and

WHEREAS, libraries and librarians help patrons find tools to help improve the quality of their lives; and

WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy; and

WHEREAS, during the pandemic, libraries have been going above and beyond to adapt to our changing world by expanding their resources and continuing to meet the needs of their users; and

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content and educational programs; and

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the week of April 4-10, 2021, is proclaimed National Library Week. All residents are encouraged to visit the library for "Welcome to Your Library" week where we can all belong and discover who we are.

Adopted by the Council this 6th day of April, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Building & Zoning Office
DATE: April 6, 2021 (City Council Meeting Date)
RE: Planning Commission Recommendation – Preliminary Plat
DEPT: Building & Zoning
CONTACT: Andrew Spielman, Building & Zoning Official, at 832-8660 or andrew.spielman@windommn.com

Recommendations/Options/Action Requested

Approve the Preliminary Plat submitted by Kwik Trip, Inc. (property purchaser) and Country Pride Services Cooperative (property owner) entitled “Kwik Trip 1147”.

Issue Summary/Background

Preliminary Plat:

Applicants/Owners: **Kwik Trip, Inc. (Applicant) & Country Pride Services Cooperative (Owner-Applicant)**

Address of Property: **251 First Avenue, Windom, MN**

Description: Tracts in the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) and Northeast Quarter of Southwest Quarter (NE¼ SW¼) of Section 36, Township 105 North, Range 36 West in the City of Windom, Cottonwood County, Minnesota. [Property is situated northeast of intersection of South Highway 71/Highway 60 and west of railroad r-o-w.] (*Brief Description*)

Parcel ID#: 25-036-0400

The Applicants/Owner filed a Preliminary Plat to address issues with the existing legal description and to cleanup up existing easements that are no longer needed. The Planning Commission held a public hearing on this application at a Special Meeting on March 30, 2021. The Minutes from the March 30th Meeting set forth the discussion and motion concerning the Planning Commission’s recommendation to approve this Preliminary Plat.

Fiscal Impact

There is no fiscal impact for the City.

Attachments

1. Zoning Application – Preliminary Plat for Kwik Trip 1147;
2. Planning Commission’s Public Hearing Notice;
3. Aerials of property, Preliminary Plat, and initial draft of a Final Plat.

CITY OF WINDOM, MINNESOTA

**444 9th Street
Windom, MN 56101
507-831-6125**

APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST

Applicant(s): Name(s) Kwik Trip, Inc. / Emily Helwig
Address 1626 Oak Street
City La Crosse State WI Zip 54603 (Phone: 608-791-7443)

Owner(s): (If other than Applicant)
Name(s) Country Pride Services Cooperative
Address 144 9th Street
City Bingham Lake State MN Zip 56118 (Phone: 507-831-2580)

Property Address: 251 First Avenue

Legal Description of Property: Lot(s) _____ Block(s) _____ Addition _____
See attached survey

(If metes and bounds, attach description.) **Parcel No.** 25-036-0400

Existing Use of Property: Gas/Service Station & Car Wash Present Zoning: B-2

Action Requested: Conditional Use Permit _____ Variance _____
Subdivision (Sketch Plat) _____ Preliminary Plat X Final Plat X
Planned Unit Development (PUD) _____
Amendment (Text, Rezoning, Comprehensive Plan) – SPECIFY: _____
Other (Specify): _____

Description and Reason for Request (Attach Additional Information if necessary and/or required)
This plat is being requested to address some issues with the existing
legal description and to clean up existing easements no longer needed.

In signing this Application, I/we hereby acknowledge that I/we have been advised concerning the applicable provisions of the Windom Zoning and Subdivision Ordinances, current administrative procedures, and the required filing fee. I/we hereby acknowledge that the information provided in this Application is true and correct to the best of my/our knowledge.

X Emily Helwig X Karin Jack
[SIGNATURES OF APPLICANT(S)]
Date: 3/10/2021

Fee: \$150.00 Paid: Ck. Card Date: 3/11/21

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this 11 day of March, 2021.

WINDOM BUILDING & ZONING OFFICIAL: Andrew W. [Signature]

**Building & Zoning Office
City Hall, 444 9th Street, P.O. Box 38
Windom, MN 56101
Phone: 507-831-6125**

**CITY OF WINDOM PLANNING COMMISSION
PUBLIC HEARING NOTICE
PRELIMINARY PLAT OF
“KWIK TRIP 1147”**

Pursuant to City of Windom, City Code Sections 152.525-152.530 and 151.25–151.27, notice is hereby given that the Applicant, KWIK TRIP, INC., of LaCrosse, Wisconsin, and Owner, COUNTRY PRIDE SERVICES COOPERATIVE, of Bingham Lake, Minnesota, have submitted a Preliminary Plat, entitled “Kwik Trip 1147”, to consolidate and clarify the existing legal descriptions of property located at the South junction of Highways 60 and 71.

A public hearing to consider this preliminary plat will be held before the Planning Commission in the **City Council Chambers at City Hall, 444 9th Street, Windom, MN 56101 on Tuesday, March 30, 2021, at meeting which begins at 7:00 p.m.**

The application and preliminary plat may be reviewed in the Building & Zoning Office in City Hall prior to the Public Hearing. Prior to the public hearing, members of the public may also contact the Building & Zoning Office by phone at 507-832-8660 or 507-832-8659 or by e-mail at andrew.spielman@windommn.com to obtain information concerning the application and preliminary plat.

Those persons wishing to be heard on this application for consideration of a preliminary plat are requested to be at this meeting or participate by telephonic or electronic means. If you wish to monitor or participate in the public hearing by phone or through Zoom Meeting, please contact the Building & Zoning Office for instructions. Members of the public accessing the meeting will be asked to mute their phones' microphones until the allotted time for public comments.

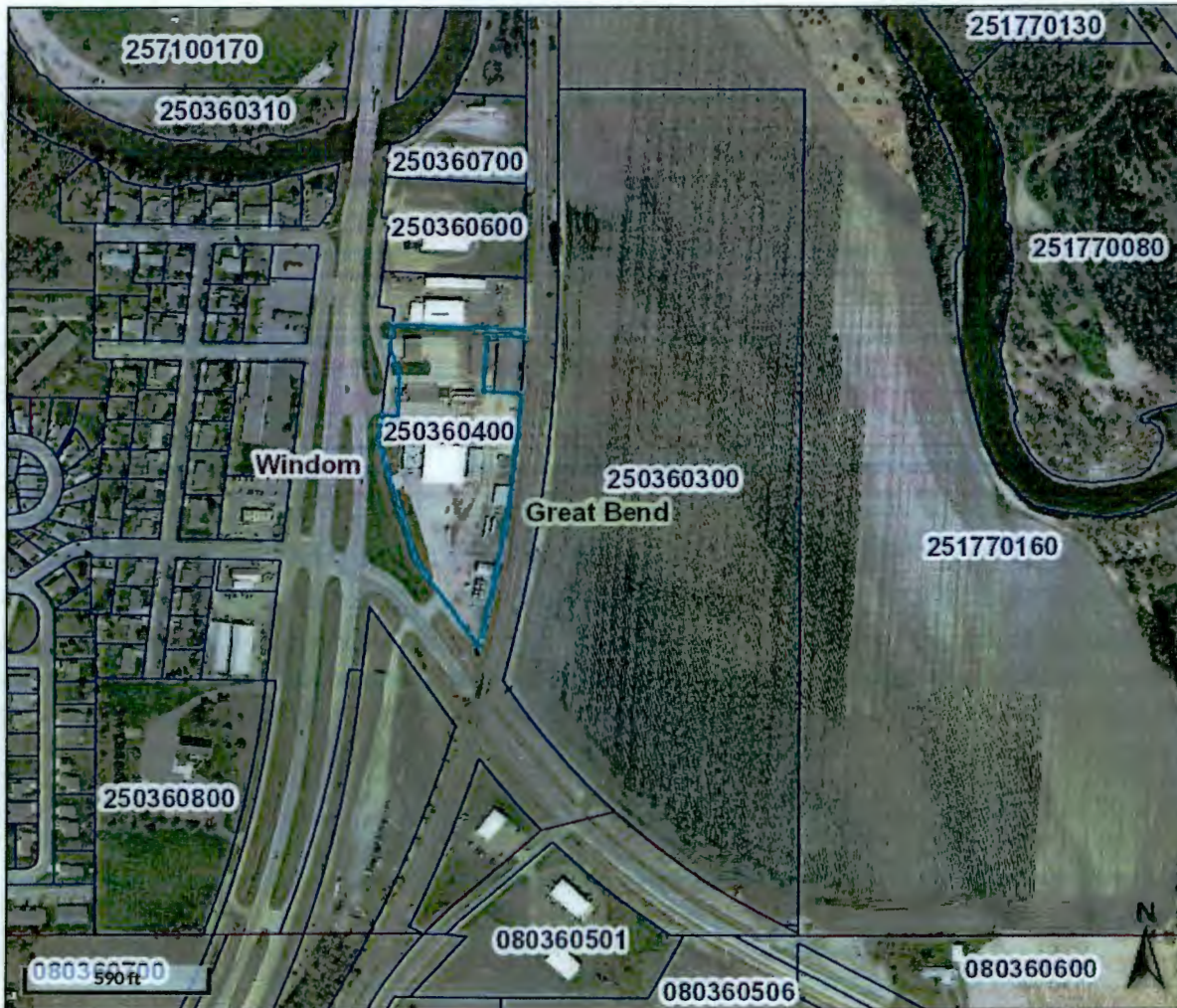
Legally described as follows: Tracts in the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) and Northeast Quarter of Southwest Quarter (NE¼ SW¼) of Section 36, Township 105 North, Range 36 West in the City of Windom, Cottonwood County, Minnesota. (Property is situated northeast of intersection of South Highway 71/Highway 60 and west of railroad r-o-w.) (*Brief Description*)

Parcel ID #: 25-036-0400

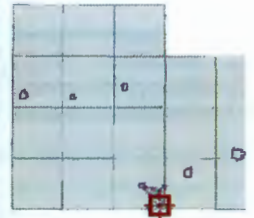
Address of the Property: 251 First Avenue, Windom, MN 56101

By Order of the City of Windom
Andrew W. Spielman, Zoning Administrator

Published: Cottonwood County Citizen (March 17, 2021)



Overview



Legend

-  Corporate Limits
-  Political Township
-  Parcels

Parcel ID	250360400	Alternate ID	n/a	Owner Address	COUNTRY PRIDE SERVICES COOP
Sec/Twp/Rng	36-105-36	Class	COMM LAND/BLD		144 9TH ST
Property Address	251 1ST AVE	Acreage	6.52		BINGHAM LAKE MN 56118
	56101				
District	n/a				
Brief Tax Description	S569.3' SE1/4 NW1/4 EXTRACT; NE1/4 SW1/4 BTW TH 71 & RR, EX PART DOT PARCEL 302 PLAT 17-21 7.25				
	(Note: Not to be used on legal documents)				

Date created: 3/26/2021
Last Data Uploaded: 3/25/2021 7:42:22 PM

Developed by  **Schneider**
GEOSPATIAL

PRELIMINARY PLAT KWIK TRIP 1147



Horizontal Datum: NAD83 2011 County Coordinate System
Vertical Datum: NAVD 1988 in Feet

LEGEND

- 3/4" IRON PIPE MONUMENT SET
- MONUMENT FOUND
- ⊕ RIGHT OF WAY PLAT "P" CORNER
- ⊕ BENCH MARK
- ⊕ AIR CONDITIONER
- ⊕ HATCH
- ⊕ CATCH BASIN
- ⊕ CONTROL POINT
- ⊕ CLEAN OUT
- ⊕ CURB STOP VALVE
- ⊕ ELECTRIC METER
- ⊕ ELECTRIC PLEDESTAL
- ⊕ GAS VALVE
- ⊕ GAS METER
- ⊕ HANDICAPPED PARKING
- ⊕ HAND POLE
- ⊕ HIGHWAY
- ⊕ IRRIGATION VALVE BOX
- ⊕ LIGHT POLE
- ⊕ MAILBOX
- ⊕ UTILITY MARKER
- ⊕ ELECTRIC MARKER
- ⊕ SANITARY MARKER
- ⊕ STORM MARKER
- ⊕ WATER MARKER
- ⊕ SOIL BORING
- ⊕ TRAFFIC SIGNAL POLE
- ⊕ TRAFFIC SIGN
- ⊕ SPINNIER HEAD
- ⊕ COMMUNICATION PLEDESTAL
- ⊕ UTILITY POLE
- ⊕ DECIDUOUS TREE
- ⊕ CONIFEROUS TREE
- ⊕ BUSH
- ⊕ WATER VALVE
- ⊕ COMMUNICATION UNDERGROUND
- ⊕ ELECTRIC UNDERGROUND
- ⊕ FIBER UNDERGROUND
- ⊕ GAS UNDERGROUND
- ⊕ OVERHEAD UTILITY
- ⊕ OVERHEAD COMMUNICATION
- ⊕ OVERHEAD ELECTRIC
- ⊕ WATER SYSTEM
- ⊕ STORM SEWER
- ⊕ SANITARY SEWER
- ⊕ INTERMEDIATE CONTOURS
- ⊕ WOOD CONTOURS
- ⊕ CONTROLLED ACCESS

OWNER:
KWIK TRIP, INC.
1635 Oak Street
PO Box 21071
La Crosse, WI 54602
608-792-6434

SURVEYOR'S CERTIFICATION
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Danilo Fortis
Danilo Fortis
License Number 38768
9-9-2021
Date

SHEET 1 OF 2

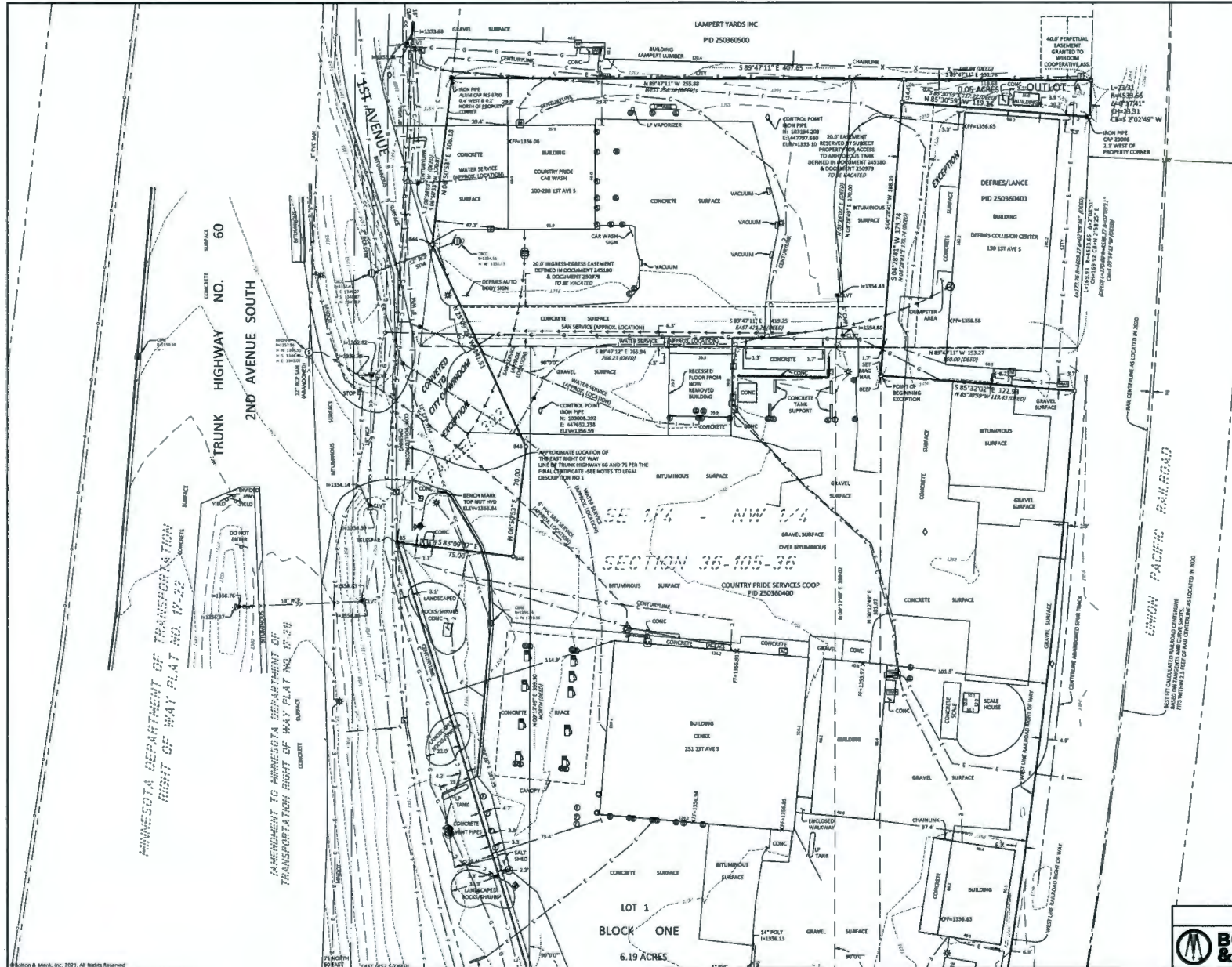
PRELIMINARY PLAT
WINDOM, MINNESOTA

BOLTON & MENK

1963 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 629-4171

PART OF THE SE 1/4 - NW 1/4 AND THE
NE 1/4 - SW 1/4, SECTION 36-105-36

FOR: KWIK TRIP, INC.







ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Building & Zoning Office
DATE: April 6, 2021 (City Council Meeting Date)
RE: Planning Commission Recommendation – Conditional Use Permit Application
DEPT: Building & Zoning
CONTACT: Andrew Spielman, Building & Zoning Official, at 832-8660 or
andrew.spielman@windommn.com

Recommendations/Options/Action Requested

Approve the Conditional Use Permit Application submitted by Bramer Powers and Michelle Powers (property purchasers) and Scott Veenker and Aimee Veenker (property owners) to allow a new car wash on property located in a B-2 (“Highway Business”) District.

Issue Summary/Background

Conditional Use Permit Application:

Applicants/Owners: **Bramer Powers & Michelle Powers (Applicants) & Scott Veenker and Aimee Veenker (Property Owners)**

Address of Property: **2488 Highway 60 East, Windom, MN**

Description: A tract in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 24, Township 105 North, Range 36 West in the City of Windom, Cottonwood County, Minnesota. (Tract consists of approx. 1.29 acres.) *(Brief Description – See Legal Description on Survey submitted with Application.)*

Parcel ID#: 25-024-0621 (Parcel No. also covers other land.)

The Applicants/Owners filed the Application requesting a conditional use permit to allow a new car wash on property which Powers are purchasing from Veenkers. The Planning Commission held a public hearing on this application on March 30, 2021. The Minutes from the March 30th Meeting set forth the discussion, motion, and findings of fact concerning the Planning Commission’s recommendation to approve this Conditional Use Permit Application.

Fiscal Impact

There is no fiscal impact for the City.

Attachments

1. Zoning Application for Conditional Use Permit;
2. Planning Commission’s Public Hearing Notice;
3. Aerial of property, survey of the lot, concept drawing, and initial draft of a site plan.

CITY OF WINDOM, MINNESOTA

**444 9th Street
Windom, MN 56101
507-831-6125**

APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST

Applicant(s): Name(s) BRAMER AND MICHELLE POWERS
Address 90760 US HWY 71
City WINDOM State MN Zip 56101 (Phone: 507-822-1217)

Owner(s): (If other than Applicant)
Name(s) Scott & Aimee Veenker
Address 46381 County Road 22
City Windom State MN Zip 56101 (Phone: 507-830-1664)

Property Address: 2488 Highway 60 East, Windom, MN 56101

Legal Description of Property: Lot(s) _____ Block(s) _____ Addition _____
PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 105 NORTH, RANGE
36 WEST IN GREAT BEND TOWNSHIP, COTTONWOOD COUNTY, MINNESOTA. Parcel No. 25-024-0621 (also covers other land)
(If metes and bounds, attach description.) (See attached legal description.)

Existing Use of Property: Vacant Farm Land Present Zoning: B-2

Action Requested: Conditional Use Permit ☒ Variance _____
Subdivision (Sketch Plat) _____ Preliminary Plat _____ Final Plat _____
Planned Unit Development (PUD) _____
Amendment (Text, Rezoning, Comprehensive Plan) – SPECIFY: _____
Other (Specify): _____

Description and Reason for Request (Attach Additional Information if necessary and/or required)
Request a Conditional Use Permit as required by Windom City Code to construct a carwash facility.

In signing this Application, I/we hereby acknowledge that I/we have been advised concerning the applicable provisions of the Windom Zoning and Subdivision Ordinances, current administrative procedures, and the required filing fee. I/we hereby acknowledge that the information provided in this Application is true and correct to the best of my/our knowledge.

X Bramer Powers X Scott Veenker
[SIGNATURES OF APPLICANT(S)]
Date: 3-12-2021 Michelle Powers Aimee Veenker
Fee: \$150.00 Paid: Ck. 5591 Date: 3/12/21

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this 12 day of March, 2021.

WINDOM BUILDING & ZONING OFFICIAL: Andrew S.

CONDITIONAL USE PERMIT APPLICATION

APPLICANTS: BRAMER POWERS & MICHELLE POWERS

PROPERTY OWNERS: SCOTT VEENKER & AIMEE VEENKER

Legal Description of Property:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 105 NORTH, RANGE 36 WEST IN THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON MONUMENT WITH SURVEY CAP NUMBER 23008, AT A POINT ON THE NORTH LINE OF THE RIGHT-OF-WAY OF MINNESOTA TRUNK HIGHWAY NUMBER 60, WHICH POINT IS 1150 FEET NORTHEASTERLY OF THE POINT WHERE THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 INTERSECTS WITH SAID NORTH LINE OF TRUNK HIGHWAY NO. 60, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 1, BLOCK 2 OF ADELE PLAZA SUBDIVISION AS FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER'S OFFICE; THENCE NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST, BEARING BASED ON COTTONWOOD COUNTY COORDINATE SYSTEM, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 465.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.74 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 39 SECONDS WEST, AT A RIGHT ANGLE, A DISTANCE OF 235.00 FEET; THENCE SOUTH 51 DEGREES 05 MINUTES 21 SECONDS WEST, AT A RIGHT ANGLE AND PARALLEL WITH THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.74 FEET; THENCE SOUTH 38 DEGREES 54 MINUTES 39 SECONDS EAST, AT A RIGHT ANGLE, A DISTANCE OF 235.00 FEET, TO THE POINT OF BEGINNING. (THE TRACT CONTAINS 1.29 ACRES AND IS SUBJECT TO EXISTING STATE HIGHWAY EASEMENT AND OTHER EASEMENTS OF RECORD, IF ANY.)

**Building & Zoning Office
City Hall, 444 9th Street, P.O. Box 38
Windom, MN 56101
Phone: 507-831-6125**

**CITY OF WINDOM PLANNING COMMISSION
PUBLIC HEARING NOTICE
CONDITIONAL USE PERMIT**

Pursuant to City of Windom, City Code Sections 152.525-152.530 and 152.545-152.551, notice is hereby given that the Applicants, BRAMER POWERS and MICHELLE POWERS, husband and wife, of rural Windom, Minnesota, and Owners, SCOTT VEENKER and AIMEE VEENKER, husband and wife, of rural Windom, Minnesota, have submitted a zoning application requesting a conditional use permit to allow construction of a new car wash on property located in a B-2 ("Highway Business") District (City Code Sections 152.110-152.115). The application, map of the area, and information concerning the proposed project are on file in the Building & Zoning Office in City Hall and may be reviewed prior to the Public Hearing.

A public hearing to consider this application will be held before the Planning Commission in the **City Council Chambers at City Hall, 444 9th Street, Windom, MN 56101 on Tuesday, March 30, 2021, at the meeting which begins at 7:00 p.m.**

The application and attachments may be reviewed in the Building & Zoning Office in City Hall prior to the Public Hearing. Prior to the public hearing, members of the public may also contact the Building & Zoning Office by phone at 507-832-8660 or 507-832-8659 or by e-mail at andrew.spielman@windommn.com to obtain information concerning the application.

Those persons wishing to be heard on this application for consideration of a conditional use permit are requested to be at this meeting or participate by telephonic or electronic means. If you wish to monitor or participate in the public hearing by phone or through Zoom Meeting, please contact the Building & Zoning Office for instructions. Members of the public accessing the meeting will be asked to mute their phones' microphones until the allotted time for public comments.

Legally described as follows: PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 105 NORTH, RANGE 36 WEST IN THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON MONUMENT WITH SURVEY CAP NUMBER 23008, AT A POINT ON THE NORTH LINE OF THE RIGHT-OF-WAY OF MINNESOTA TRUNK HIGHWAY NUMBER 60, WHICH POINT IS 1150 FEET NORTHEASTERLY OF THE POINT WHERE THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 INTERSECTS WITH SAID NORTH LINE OF TRUNK HIGHWAY NO. 60, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 1, BLOCK 2 OF ADELE PLAZA SUBDIVISION AS FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER'S OFFICE; THENCE NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST, BEARING BASED ON COTTONWOOD COUNTY COORDINATE SYSTEM, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 465.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.74 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 39 SECONDS WEST, AT A RIGHT ANGLE, A DISTANCE OF 235.00 FEET; THENCE SOUTH 51 DEGREES 05 MINUTES 21 SECONDS WEST, AT A RIGHT ANGLE AND PARALLEL WITH THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.74 FEET; THENCE SOUTH 38 DEGREES 54 MINUTES 39 SECONDS EAST, AT A RIGHT ANGLE, A DISTANCE OF 235.00 FEET, TO THE POINT OF BEGINNING. (THE TRACT CONTAINS 1.29 ACRES AND IS SUBJECT TO EXISTING STATE HIGHWAY EASEMENT AND OTHER EASEMENTS OF RECORD, IF ANY.)

Parcel ID #: 25-024-0621 (also covers other land)

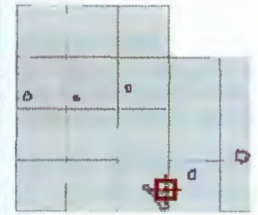
Address of the Property: 2488 Highway 60 East, Windom, MN 56101

By Order of the City of Windom
Andrew W. Spielman, Zoning Administrator

Published: Cottonwood County Citizen (March 17, 2021)



Overview



Legend

- Corporate Limits
- Political Township
- Parcels

Parcel ID 250240621
Sec/Twp/Rng 24-105-36
Property Address 2490 STATE HWY 60 N
56101

Alternate ID n/a
Class AGRICULTURE
Acreage 18.15

Owner Address VEENKER/SCOTT & AIMEE
46381 COUNTY RD 22
WINDOM MN 56101

District n/a
Brief Tax Description PART OF SE1/4 17.15
(Note: Not to be used on legal documents)

Date created: 3/26/2021
Last Data Uploaded: 3/25/2021 7:42:22 PM

Developed by  Schneider
GEOSPATIAL

TOWNSHIP, COTTONWOOD COUNTY, MINNESOTA.

MAPLE AVE.

CHERRY STREET

STATE HWY. NUMBER 60

LOT 1, BLOCK 2

1.29 ACRES

10' WIDE UTILITY EASEMENT

40'

235.00

225.00

239.74

235.00

239.74

235.00

235.00

100.00

100.00

1150.00

N 51°05'21" E 465.00

S 51°05'21" W 239.74

N 36°54'39" W 235.00

N 51°05'21" E 239.74

S 36°54'39" E 235.00

BLOCK 1 PARKWAY SUBD.

DOLLAR GENERAL STORE

COMMENCING AT AN EXISTING IRON MONUMENT WITH SURVEY CAP NUMBER 23008, AT A POINT ON THE NORTH LINE OF THE RIGHT-OF-WAY OF MINNESOTA TRUNK HIGHWAY NUMBER 60, WHICH POINT IS 1150 FEET NORTHEASTERLY OF THE POINT WHERE THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 INTERSECTS WITH SAID NORTH LINE OF TRUNK HIGHWAY NO. 60, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 1, BLOCK 2 OF ADELA PLAZA SUBDIVISION AS FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER'S OFFICE; THENCE NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST, BEARING BASED ON COTTONWOOD COUNTY COORDINATE SYSTEM, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 465.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.74 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 39 SECONDS WEST, AT A RIGHT ANGLE, A DISTANCE OF 235.00 FEET; THENCE SOUTH 51 DEGREES 05 MINUTES 21 SECONDS WEST, AT A RIGHT ANGLE AND PARALLEL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 239.74 FEET; THENCE SOUTH 38 DEGREES 54 MINUTES 39 SECONDS EAST, AT A RIGHT ANGLE, A DISTANCE OF 235.00 FEET, TO THE POINT OF BEGINNING.

● = MONUMENTS FOUND
○ = MONUMENTS SET
5/8" IRON STAKE W/CAP NO. 43803



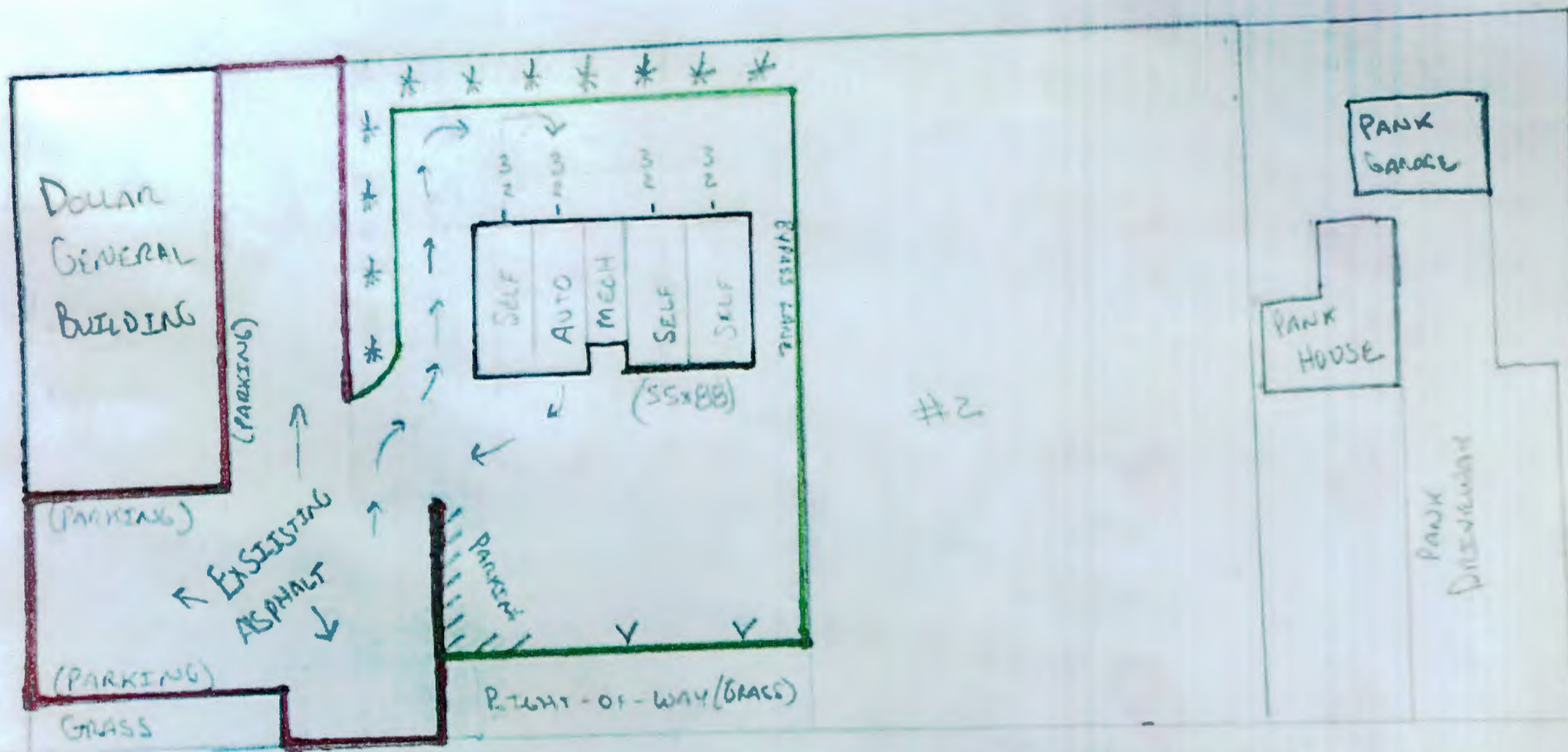
Signature Dennis Ray Esplan
Dennis Ray Esplan

Date 3-12-2021 Certificate # 43803

840 4th Avenue, Box 94
Windom, MN 56101
Phone: (507) 831-0100

SURVEY FOR: BRAMER POWERS
PROJECT NUMBER: C 2104 S
DATE: MARCH 10, 2021

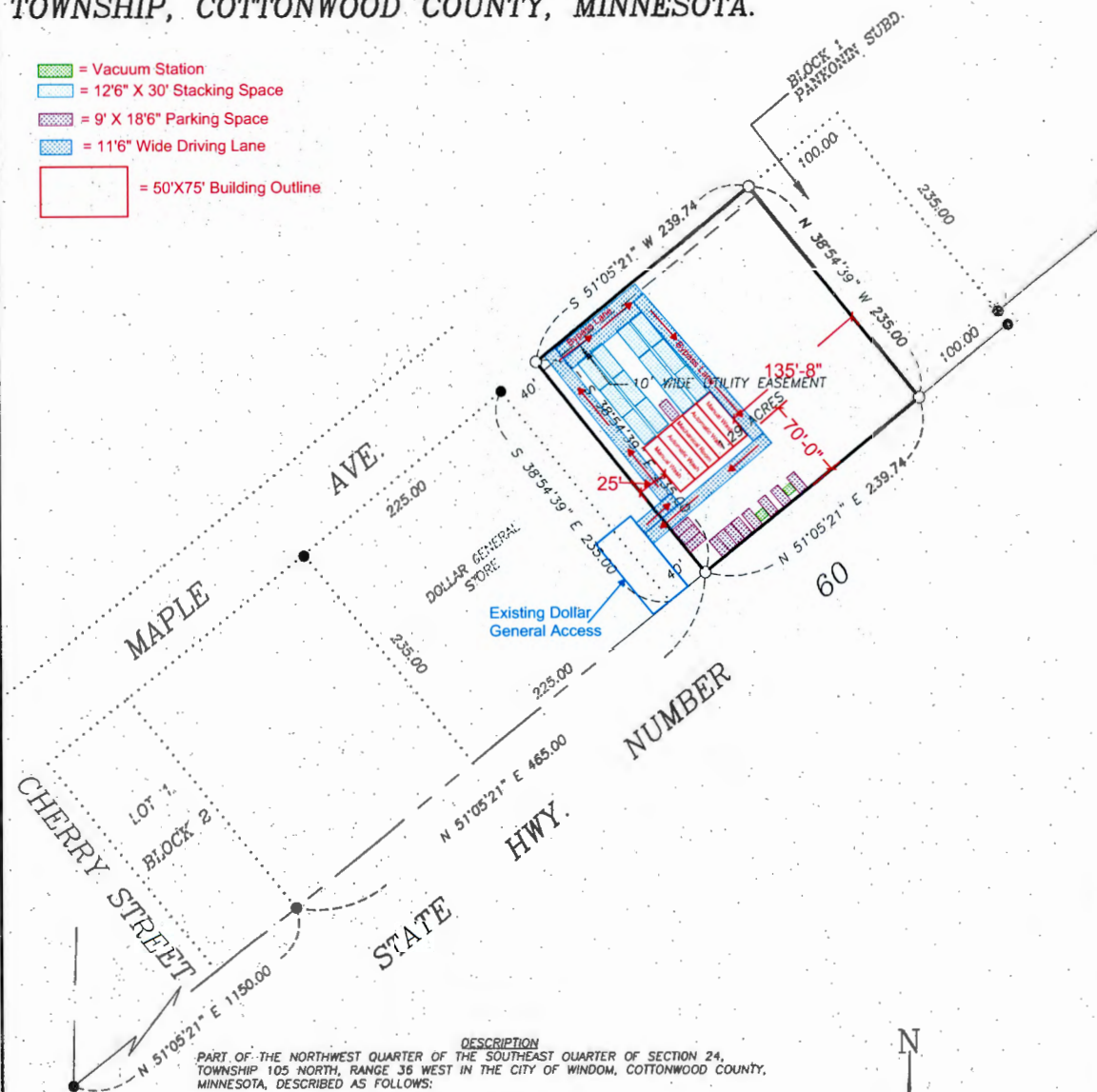
leased pr
mon



May 60

**PART OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP
105 NORTH, RANGE 36 WEST IN GREAT BEND
TOWNSHIP, COTTONWOOD COUNTY, MINNESOTA.**

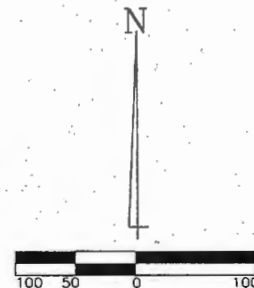
-  = Vacuum Station
-  = 12'6" X 30' Stacking Space
-  = 9' X 18'6" Parking Space
-  = 11'6" Wide Driving Lane
-  = 50'X75' Building Outline



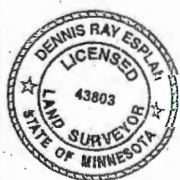
DESCRIPTION
PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24,
TOWNSHIP 105 NORTH, RANGE 36 WEST IN THE CITY OF WINDOW, COTTONWOOD COUNTY,
MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON MONUMENT WITH SURVEY CAP NUMBER 23008, AT A
POINT ON THE NORTH LINE OF THE RIGHT-OF-WAY OF MINNESOTA TRUNK HIGHWAY
NUMBER 60, WHICH POINT IS 1150 FEET NORTHEASTERLY OF THE POINT WHERE THE
WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 INTERSECTS WITH SAID
NORTH LINE OF TRUNK HIGHWAY NO. 60, SAID POINT ALSO BEING THE MOST EASTERLY
CORNER OF LOT 1, BLOCK 2 OF ADELE PLAZA SUBDIVISION AS FILED AND RECORDED IN
THE OFFICE OF THE COUNTY RECORDER'S OFFICE; THENCE NORTH 51 DEGREES 05
MINUTES 21 SECONDS EAST, BEARING BASED ON COTTONWOOD COUNTY COORDINATE
SYSTEM, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 465.00 FEET,
TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 51 DEGREES 05 MINUTES 21
SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF
239.74 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 39 SECONDS WEST, AT A RIGHT
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RIGHT-OF-WAY LINE, A DISTANCE OF 239.74 FEET; THENCE SOUTH 38 DEGREES 54
MINUTES 39 SECONDS EAST, AT A RIGHT ANGLE, A DISTANCE OF 235.00 FEET, TO THE
POINT OF BEGINNING.

THE TRACT CONTAINS 1.29 ACRES AND IS SUBJECT TO EXISTING STATE HIGHWAY
EASEMENT AND OTHER EASEMENTS OF RECORD, IF ANY.



SCALE 1" = 100'
● = MONUMENTS FOUND
○ = MONUMENTS SET
5/8" IRON STAKE W/CAP NO. 43803



I hereby certify that this survey, plan, or report
was prepared by me or under my direct
supervision and that I am a duly Licensed Land
Surveyor under the laws of the State of
Minnesota.

Signature *Dennis Ray Esplan*
Dennis Ray Esplan

Date 3-12-2021 Certificate # 43803

ZIESKE LAND SURVEYING, INC.
Dennis Ray Esplan P.L.S.
Perry L. Zieske P.L.S.
840 4th Avenue, Box 94
Window, MN 56101
Phone: (507) 831-0100

SURVEY FOR: BRAMER POWERS
PROJECT NUMBER: C 2154 S
DATE: MARCH 10, 2021

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Building & Zoning Office
DATE: April 6, 2021 (City Council Meeting Date)
RE: Final Stage Plan & Final Plat – Gove Acres Subdivision
DEPT: Building & Zoning
CONTACT: Andrew Spielman, Building & Zoning Official, at 832-8660 or andrew.spielman@windommn.com

Recommendations/Options/Action Requested

Adopt the Resolution approving the Final Stage Plan of “Gove Acres” PUD and the Final Plat of “Gove Acres Subdivision”.

Issue Summary/Background

Previously the City Council approved the General Concept Plan, the Development Stage Plan, and the Amended Development Stage Plan for a residential planned unit development (PUD), to be known as “Gove Acres”, submitted by Preferred Choice Homes, LLC.

At its meeting on March 30th, the Planning Commission reviewed the Final Plat submitted for “Gove Acres Subdivision”; documents establishing the “Gove Acres Homeowners’ Association” (“HOA”); the Declaration of Covenants, Conditions, Restrictions and Easements; and Rules and Regulations of the HOA and recommended approval by the City Council. The Planning Commission recommended one addition to the Declaration which is outlined in the Minutes from the Planning Commission Meeting. A copy of the Minutes is attached. I plan to be present at the April 6th City Council Meeting to provide an overview and answer questions concerning the Final Stage Plan.

Fiscal Impact

There is no fiscal impact for the City if the City Council approves the Final Plat of “Gove Acres Subdivision” and the Final Stage Plan for the Gove Acres PUD. It’s my understanding that the property owner will be paying for the installation of the infrastructure for the subdivision and is seeking a loan from other City Departments (EDA and HRA) to assist with these expenses. There will be fiscal impact for the City for future maintenance of the street and utilities in this new subdivision. However, these costs will be partially offset by the new tax base created by the construction of new homes in the subdivision.

Attachments

1. Planning Commission Minutes – March 30, 2021;
2. Resolution Approving Final Stage Plan & Final Plat of Gove Acres Subdivision;
3. Final Plat of Gove Acres Subdivision;
4. Declaration of Covenants, Conditions, Restrictions and Easements;
5. Governing Documents for Gove Acres Homeowners’ Association.

RESOLUTION # 2021-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

CITY OF WINDOM

A RESOLUTION APPROVING THE FINAL STAGE PLAN OF "GOVE ACRES" PUD AND THE FINAL PLAT OF "GOVE ACRES SUBDIVISION" TO THE CITY OF WINDOM, MINNESOTA

WHEREAS, the Windom Planning Commission held a public hearing on November 16, 2020, concerning the Development Stage Plan for a residential planned unit development ("PUD"), known as Gove Acres, which included the Preliminary Plat for "Gove Acres Subdivision"; and

WHEREAS, the Windom Planning Commission recommended to the City Council that the Development Stage Plan and the Preliminary Plat be approved; and

WHEREAS, the City Council reviewed the Development Stage Plan and Preliminary Plat on November 17, 2020, and approved those documents pursuant to the Planning Commission's recommendation; and

WHEREAS, the Windom Planning Commission reviewed and recommended approval of the Amended Development Stage Plan for Gove Acres on March 9, 2021; and

WHEREAS, the City Council reviewed and approved the Amended Development Stage Plan on March 16, 2021, pursuant to the Planning Commission's recommendation; and

WHEREAS, the Windom Planning Commission reviewed the Final Stage Plan for Gove Acres PUD and the Final Plat of "Gove Acres Subdivision" at its meeting on March 30, 2021, and recommended to the City Council that these documents be approved; and

WHEREAS, the City Council has reviewed the Final Stage Plan for the Planned Unit Development, known as Gove Acres, and the Final Plat of "Gove Acres Subdivision".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, AS FOLLOWS:

1. The Final Stage Plan for the residential Planned Unit Development known as "Gove Acres" is hereby approved.

2. The Final Plat of "GOVE ACRES SUBDIVISION" is hereby approved and the Mayor and City Administrator are authorized to sign said Final Plat.

Adopted this 6th day of April, 2021.

Dominic Jones, Mayor

ATTEST: _____
Steven Nasby, City Administrator

GOVE ACRES SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS: That Preferred Choice Homes, LLC, a Limited Liability Company, is owner of the following described property: Lots 10, 11, and 12 in Billing's Subdivision No. 2 in the City of Winona, Cottonwood County, Minnesota, described as follows:

And also:

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 105 North, Range 36 West in Grant Band Township, Cottonwood County, Minnesota, described as follows:

Beginning at the Northwest corner of Lot 10 of Billing's Subdivision Number 2 as recorded in the office of the Cottonwood County Recorder's Office; Thence North 00 degrees 52 minutes 58 seconds East, bearing based on Cottonwood County coordinate system, along the East of Lot 6 of Billing's Subdivision, a distance of 31.27 feet, to the Southeast corner of said Lot 6; Thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 24.30 feet; Thence North 33 degrees 34 minutes 18 seconds East, along said right of way line, a distance of 35.00 feet; Thence South 17 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 30.00 feet, to the North line of Lot 11 of said Billing's Subdivision Number 2; Thence North 89 degrees 37 minutes 10 seconds West, along the North line of Lot 10 and 11 of Billing's Subdivision Number 2, a distance of 115.63 feet, to the point of beginning.

Has caused the same to be surveyed and plotted as GOVE ACRES SUBDIVISION and does hereby dedicate to the public for public use the public way and/or the drainage and utility easements as located hereon.

In witness whereof said Preferred Choice Homes, LLC, a Limited Liability Company, has caused these presents to be signed by its proper officers this ____ day of _____, 2021.

Signed: Preferred Choice Homes, LLC.

Lindsay Cartwright, CEO

Jerry Souer, CFO

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____, of Preferred Choice Homes, LLC, a Limited Liability Company, on behalf of the Company.

History Public: _____
My commission expires _____

In witness whereof said Bank Midwest, has caused these presents to be signed by its proper officer this ____ day of _____, 2021.

Signed: Bank Midwest, a National Association

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 2021, by _____ of Bank Midwest, a National Association on behalf of said banking association.

History Public: _____
My commission expires _____

I, Dennis Ray Eggen do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all corner boundaries and wet lands, as defined in Minnesota Statutes, Section 305.01, Subd. 1, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 2021.

Dennis Ray Eggen, Licensed Land Surveyor
Minnesota License No. 43603

STATE OF MINNESOTA

COUNTY OF COTTONWOOD

This instrument was acknowledged before me on _____ by Dennis Ray Eggen.

History Public: _____
My commission expires _____

CITY PLANNING COMMISSION

Winona Planning Commission

Be it known that at a meeting held on this ____ day of _____, 2021, the Planning Commission of the City of Winona, Minnesota, did hereby approve this plat of GOVE ACRES SUBDIVISION.

Planning Commission, City of Winona, Minnesota

By _____, Chairman By _____, Zoning Administrator

CITY ATTORNEY APPROVAL

Winona Attorney

This plat of GOVE ACRES SUBDIVISION was reviewed and approved by the City Attorney for the City of Winona, Minnesota, this ____ day of _____, 2021.

By _____, City Attorney

City Council

City Council, City of Winona, Minnesota

This plat of GOVE ACRES SUBDIVISION was approved and accepted by the City Council of the City of Winona, Minnesota at a regular meeting thereof held on this ____ day of _____, 2021, and said plat is in compliance with the provisions of Minnesota Statutes, Section 305.01, Subd. 1.

City Council, City of Winona, Minnesota

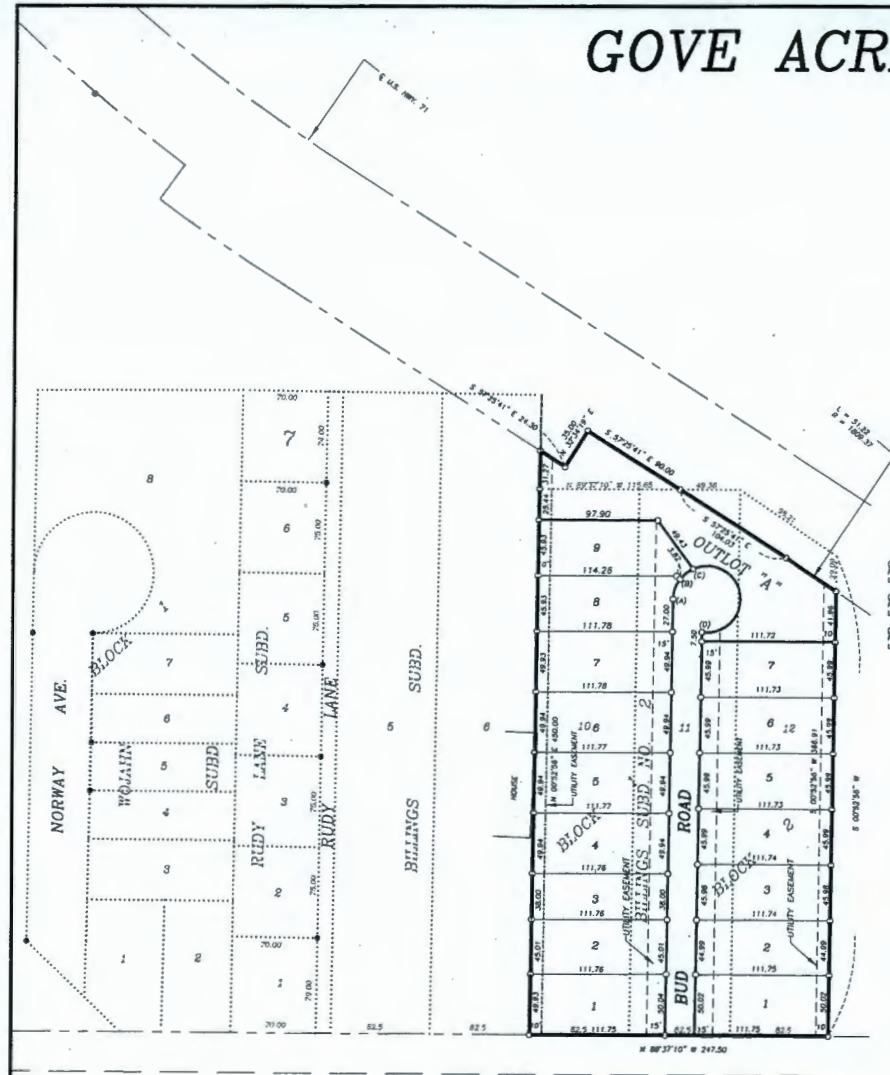
By _____

By _____

Mayor

City Administrator

PROJECT NUMBER C 2041 S



CURVE (A)-(B)
R = 27.53
L = 17.48
CURVE (B)-(C)
R = 27.53
L = 13.80
CURVE (C)-(D)
R = 27.53
L = 102.39

SCALE 1" = 50'
● = MONUMENTS FOUND
○ = MONUMENTS SET
3/8" BORN STATE W/CAP NO. 23008
--- UTILITY EASEMENT LINES

County Auditor/Treasurer, County of Cottonwood, State of Minnesota

Pursuant to Minnesota Statutes, Section 372.12, I hereby certify that all taxes for 2021 on the land described herein are paid and no delinquent taxes are due and transfer entered this ____ day of _____, 2021.

_____, Auditor/Treasurer

County Recorder

County Recorder, County of Cottonwood, State of Minnesota

I hereby certify that this plat GOVE ACRES SUBDIVISION was filed in the office of the County Recorder for public record on this ____ day of _____, 2021, at _____ o'clock ____ A.M. and was duly filed as Document Number _____.

_____, County Recorder

PREPARED FOR: **PREFERRED CHOICE HOMES**
709 RIVER ROAD
WINDOM, MN 56101
PREPARED BY: **ZUESKE LAND SURVEYING INC.**
226 NINTH STREET
WINDOM, MN 56101

(Above Space Reserved for Recording Data)

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

GOVE ACRES SUBDIVISION

This Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") is made as of the _____ day of _____, 20____, by Preferred Choice Homes, LLC, a Minnesota limited liability company (the "Developer"), for the purpose of establishing Gove Acres Subdivision as a single-family residential housing community.

WHEREAS, Developer, as the owner, desires to submit certain real property located in Cottonwood County, Minnesota, legally described in Exhibit A attached hereto and all improvements thereon (collectively the "Property") to this Declaration; and

WHEREAS, Developer desires to establish on the Property, and any additional property added thereto, a plan for a permanent, single-family residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants (as defined below), and for the purpose of preserving the quality and character of the Property; and

WHEREAS, the Property is not subject to the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B ("MCIOA") by reason of the exemption contained in Section 515B. 1-102(e)(2) of MCIOA, and is not subject to a master association as defined in MCIOA.

THEREFORE, Developer makes this Declaration and submits the Property to this Declaration as a residential community under the name "Gove Acres Subdivision" consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run

with the Property, and that the Property, and any additional property added thereto, shall be owned, used, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth herein, all of which shall run with the land and be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1 DEFINITIONS

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

1.1 "Act" means the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, as amended.

1.2 "Assessments" means all assessments levied by the Association pursuant to Section 6, including annual Assessments, special Assessments and limited Assessments.

1.3 "Association" means Gove Acres Homeowners' Association, a Minnesota nonprofit corporation created pursuant to the Act, whose members consist of all Owners.

1.4 "Board" means the Board of Directors of the Association as provided for in the Bylaws.

1.5 "Builder" means a Person who acquires a Unit from the Developer or another Person for the construction and sale of a Dwelling located or to be located thereon.

1.6 "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.

1.7 "City" means the City of Windom, Minnesota.

1.8 "Common Elements" means any parts of the Property, including all Improvements thereon, except the Units.

1.9 "Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, and items otherwise identified as Common Expenses in the Declaration or Bylaws.

1.10 "Developer Control Period" means the time period during which Developer has the exclusive right to control the operations of the Association and to appoint the members of the Board, as provided in Section 15.6.

1.11 "Developer Rights" means those exclusive rights reserved to Developer, its successors and assigns, as described in Section 15.

1.12 "Dwelling" means a building consisting of one (1) or more floors, designed and intended for occupancy as a detached, single family residence, and located within the boundaries of a Unit. The Dwelling includes any garage attached thereto or otherwise located within the boundaries of the Unit upon which the Dwelling is located.

1.13 "Governing Documents" means this Declaration, along with the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.14 "Improvement" means any physical improvement of any kind to any part of the Property, temporary or permanent, structural, aesthetic or otherwise including, but not limited to, any Dwelling, structure, enclosure, building, addition, retaining wall or other wall, fence, sign, enclosure, deck, patio, screening, sport court, basketball hoop, fire pit, exterior lighting, gazebo, utilities system, antenna or other type of sending or receiving apparatus or communications system, irrigation or drainage system, pond, roadway, trail, planting, landscaping, or any other type of structure or physical improvement or any alteration, modification or change involving any such physical improvement.

1.15 "MCIOA" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended.

1.16 "Member" means all Persons who are members of the Association by reason of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.17 "Mortgagee" means any Person owning a mortgage on a Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit.

1.18 "Occupant" means any person or persons, other than an Owner, in possession of or residing in a Dwelling on a Unit.

1.19 "Owner" means a Person who owns a Unit, but excluding contract for deed vendors, Mortgagees and other Persons holding a security interest in a Unit, and Persons holding

a reversionary or remainder interest in a Unit. The term "Owner" includes, without limitation, contract for deed vendees and holders of life estates.

1.20 "Person" means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trust, or other legal entity capable of holding title to real property.

1.21 "Plat" means the recorded plat or part thereof depicting the Property pursuant to the requirements of Minnesota Statutes Chapter 505, 508 or 508A, as applicable, including any amended Plat or replat recorded from time to time.

1.22 "Property" means all of the real property now or hereafter subjected to this Declaration, including the Units, Dwellings and all other structures and Improvements located thereon now or in the future. The Property, as of the date of this Declaration, is legally described in Exhibit A attached hereto.

1.23 "Rules" means the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6, if any.

1.24 "Unit" means any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as described in Section 2.1 and shown on the Plat, including all Improvements thereon, but excluding any Common Elements.

References to section numbers shall refer to sections of this Declaration, unless otherwise indicated. References to the singular may refer to the plural, and conversely, depending on context.

SECTION 2 DESCRIPTION OF UNITS AND RELATED EASEMENTS

2.1 Units. There are sixteen (16) Units, subject to the right of the Developer to add additional property thereto as described in Section 3.2 or to deannex portions of the Property as described in Section 3.3. All Units are restricted to single-family residential use. The Units are identified by lot and block numbers and subdivision name, as shown on the Plat, which is incorporated herein by reference. Each Unit constitutes a separate parcel of real estate. The Units are legally described in Exhibit A attached hereto.

2.2 Unit Boundaries. The front, rear and side boundaries of each Unit are the boundary lines of the platted lot upon which the Dwelling is located or intended to be located.

The Units have no upper or lower boundaries. All Improvements within the boundaries of a Unit are a part of the Unit.

2.3 Appurtenant Easements. The Units shall be subject to and benefited by the easements described in Section 12.

SECTION 3 COMMON ELEMENTS AND OTHER PROPERTY

3.1 Common Elements. The Common Elements and their characteristics shall be as follows:

3.1.1 All parts of the Property, including all Improvements thereon, except the Units, owned by the Association for the common benefit of the Owners and Occupants constitute Common Elements.

3.1.2 The Common Elements are subject to (i) easements as described in this Declaration and the Governing Documents, reflected on the Plat or in other instruments recorded against the Common Elements, and (ii) the right of the Association to establish reasonable Rules governing the use thereof.

3.1.3 Except as otherwise expressly provided in the Governing Documents, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association.

3.1.4 Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 4.2 and Section 6.

3.2 Annexation of Other Property. Other real property may be annexed to the Property and subjected to this Declaration subject to the following requirements: (i) the parcel shall be owned by the Developer; (ii) the annexation shall be approved by the Board; and (iii) an amendment to this Declaration describing the annexation and the parcel being annexed, subjecting said parcel to this Declaration, and reallocating Common Expense obligations, voting rights and memberships, shall be executed by the Developer, consented to by any mortgagee of the annexed parcel, and recorded. Any property so annexed may be designated as Common Elements or Units.

3.3 Dedication and Deannexation of Property. Portions of the Property may be deannexed and withdrawn from this Declaration subject to the following requirements: (i) the

Property shall be owned by the Developer; (ii) the deannexation shall be approved by the Board; and (iii) an amendment to this Declaration describing the deannexation and the parcel being deannexed shall be executed by the Developer, consented to by any mortgagee of the deannexed parcel, and recorded. The Association shall also have the power to deannex and dedicate or convey reasonable portions of the Property owned by it to any governmental or private Person for private or public purposes, subject to the written consent of the Developer so long as the Developer owns an unsold Unit for sale. The portion of the Property which is deannexed shall be automatically released from and no longer subject to this Declaration, and any rights or obligations accruing thereto shall terminate, effective upon the recording of such instrument; provided that such instrument shall reference this Declaration and the authority contained in this Section.

3.4 Interest Subject to Plan of Development. Every Owner and any secured party or other Person holding or acquiring an interest in a Unit, shall take title or hold such interest subject to the Developer's rights pursuant to this Declaration. Notwithstanding anything to the contrary in this Declaration, the Developer's rights or obligations under the Governing Documents may not be changed in whole or in part without the prior written consent of the Developer, which consent may be granted or denied in the Developer's sole and absolute discretion.

SECTION 4 ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association, shall be governed by the following provisions:

4.1 Membership. Each Owner shall be a Member of the Association by reason of Unit ownership, and the membership is automatically transferred with the conveyance of the Owner's title to the Unit. An Owner's membership terminates when the Owner's Unit ownership terminates. When more than one (1) Person is an Owner of a Unit, all such Persons are Members of the Association, but multiple ownership of a Unit does not increase the voting rights allocated to the Unit nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Each Unit is allocated one (1) vote in the affairs of the Association. Subject to the qualifications set forth in Section 6.4 and Section 6.5, Common Expense obligations, annual Assessments and special Assessments shall be allocated equally among the Units. Said rights and obligations are reallocated on the same basis as and if additional Units are added to the Property.

4.3 Appurtenant Rights and Obligations. The ownership of a Unit includes the voting rights and Common Expense obligations described in Section 4.2. Said rights and obligations, and the title to the Units, cannot be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit shall be void. The allocation of the rights and obligations described in this Section may not be changed, except in accordance with the Governing Documents.

4.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association. However, if there are multiple Owners of a Unit, only the Owner or other person designated pursuant to the provisions of the Bylaws may cast such vote.

SECTION 5 ADMINISTRATION

The administration and operation of the Association and of the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1 General. The operation and administration of the Association and the Property are governed by the Governing Documents and the Rules. The Association is responsible for the operation, management and control of the Property in accordance with the Governing Documents. The Association has all powers described in the Governing Documents and the Act. All power and authority of the Association shall be vested in the Board, unless action or approval by the Owners is specifically required by the Governing Documents or the Act. All references to the Association means the Association acting through the Board unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the Governing Documents; (ii) enforcing the Rules, (iii) maintaining, repairing and replacing those portions of the Property and other Improvements (if any) for which the Association is responsible pursuant to Section 9; and (iv) preserving the architectural and environmental character of the Property.

5.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

5.4 Bylaws. The Association shall have Bylaws. The Bylaws govern the operation and administration of the Association and are binding upon all Owners, Occupants and other Persons owning or acquiring any interest in the Property.

5.5 Management. The Board has authority to select a manager or managing agent and to delegate the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation does not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and the Act.

5.6 Rules. The Board has exclusive authority to approve and implement such reasonable Rules as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property in accordance with the Governing Documents. The Rules shall be consistent with the Governing Documents and any ordinances, governmental laws, codes, ordinances or regulations of any governmental entity having jurisdiction over the Property. The inclusion in other parts of the Governing Documents of authority to approve Rules is in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules are effective only after reasonable notice thereof has been given to the Owners.

5.7 Association Assets. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents.

SECTION 6 ASSESSMENTS

6.1 General. A budget shall be established and Assessments shall be determined and levied against the Units subject to the requirements and procedures set forth in this Section 6 and the requirements of the Bylaws. Assessments shall include annual Assessments under Section 6.2, and may include special Assessments under Section 6.3 and limited Assessments under Section 6.4. Annual and special Assessments shall be allocated among the Units in accordance with the allocation formula set forth in Section 4.2; provided, that the Board may allocate a reduced share of an annual or special Assessment against those Units which are unimproved or unoccupied to reflect reduced services received from the Association. Limited Assessments under Section 6.4 are allocated to Units as set forth in that Section.

6.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association, which are to be shared by all Units in

accordance with the allocation formula set forth in Section 4.2. Annual Assessments shall be payable in equal monthly, quarterly or annual installments, as directed by the Board.

6.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Units in accordance with the allocation formula set forth in Section 4.2, and for the purposes described in this Declaration. Among other things, special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense.

6.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, or shall, as indicated below, levy and allocate limited Assessments among only certain Units in accordance with the following requirements and procedures:

6.4.1 Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Unit or Units benefited.

6.4.2 The costs of insurance shall be assessed equally or by actual cost per Unit, and the costs of utilities may be assessed equally, in proportion to usage or such other reasonable allocation as may be approved by the Board. Fees for the use of common amenities (if any) may be assessed equally or in proportion to use.

6.4.3 Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of Assessments, and (ii) the enforcement of the Governing Documents and the Rules, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

6.4.4 Late charges, fines and interest may be assessed as provided in Section 13.

6.4.5 Assessments levied to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to those Units' Common Expense liabilities.

6.4.6 If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

6.4.7 If any Assessment or installment of an Assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

6.4.8 If Common Expense liabilities are reallocated for any purpose, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments levied under Sections 6.4.1 through 6.4.4 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under this Section 6.

6.5 Liability of Owners for Assessments/Developer Exemption. Subject to Section 6.5.3, the obligation of an Owner to pay Assessments is as follows:

6.5.1 The Owner at the time an Assessment is payable with respect to that Owner's Unit is personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit.

6.5.2 The Owner's liability is absolute and unconditional, unless otherwise modified by law or this Declaration. Except as provided in Section 6.5.3, no Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Developer, the Association or their respective officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act.

6.5.3 The Developer, and any Unit owned by Developer, are exempt from Assessments and Assessment liens until a certificate of occupancy (or similar approval) has been issued by the City with respect to a Dwelling located in such Unit. Builders approved by the Developer may have a similar exemption from liability for Assessments and Assessment liens if granted in writing by the Developer.

6.6 Assessment Lien. Subject to Section 6.5, the Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens, and are enforceable as Assessments, under this Section 6. Recording of the Declaration constitutes record notice and perfection of any lien under this

Section 6, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

6.7 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the state of Minnesota (i) by action, or (ii) by advertisement in substantially the same manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure by advertisement. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Unit.

6.8 Lien Priority; Foreclosure. A lien under this Section 6 is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration; (ii) any first mortgage on the Unit; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. A Mortgagee that acquires title to the Unit by foreclosure or a deed in lieu of foreclosure shall take title to the Unit free and clear of all Assessment liens encumbering the Unit and Assessments payable in the period prior to the acquisition of title to the Unit by the mortgage holder. At such time as the Mortgagee takes title to the Unit, it shall be obligated to pay Assessments levied against the Unit and payable during the period when it holds title to the Unit.

6.9 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit, the buyer shall not be personally liable for any unpaid Assessments or other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Unit until released or satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Unit, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, the seller and the buyer.

6.10 Real Estate Taxes and Assessments. Real estate taxes, governmental special assessments, and other charges and fees which may be levied against the Common Elements by governmental authorities, shall be allocated equally among and levied against the Units, and shall be a lien against each Unit in the same manner as a lien for real estate taxes and special assessments levied against the Unit alone.

SECTION 7 RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents and the Rules, all as amended from time to time. All covenants, restrictions, obligations, conditions and easements set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Subdivision Prohibited. Except as otherwise provided herein, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior approval by a vote of the Owners, any governmental authorities having jurisdiction over the Property, and any Mortgagees of the affected Units. The dedication or de-annexation of a portion of the Property pursuant to Section 3 shall not be deemed a subdivision or partition.

7.3 Residential Use. Except as provided in Section 7.4, the Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential Units. An Owner may delegate, in accordance with the Governing Documents, the Owner's right of use and enjoyment of the Unit to persons living in the Unit pursuant to a legal right of possession, provided that such persons shall be subject to the Governing Documents and the Rules.

7.4 Permitted Business Activities. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any Unit or the Common Elements except:

7.4.1 An Owner or Occupant residing in a Dwelling may maintain an office or home occupation in such Owner or Occupant's Dwelling; provided, that such use (i) is incidental to the residential use; (ii) does not involve physical alteration of the Dwelling visible from the exterior; (iii) is permitted by and in compliance with applicable governmental laws, ordinances and regulations; (iv) does not involve unusual numbers of deliveries, or unusual levels of pedestrian or vehicular traffic to and from the Unit; and

(v) does not involve activity which disturbs the quiet enjoyment of the Property by other Owners or Occupants.

7.4.2 The Association may maintain offices and other facilities on the Property, including the Common Elements, for management, operations and related purposes.

7.4.3 Developer, or a Builder authorized by the Developer, may maintain offices, sales facilities, model homes and other related facilities on the Property, including the Common Elements, in connection with the exercise of their rights under the Governing Documents.

7.5 Leasing. Leasing of Units and Dwellings is allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Unit or Dwelling shall be leased for transient or hotel purposes; (ii) that no Unit or Dwelling may be subleased; (iii) that a Dwelling must be leased in its entirety, not by room or other part, unless the Dwelling is simultaneously occupied by the Owner; (iv) that all leases shall be in writing; (v) that all leases shall provide that they are subject to the Governing Documents and Rules and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease; and (vi) the lease is permitted by and in compliance with all governmental laws, ordinances and regulations. The Association may impose such reasonable Rules as may be necessary to implement non-discriminatory procedures for the leasing of Dwellings.

7.6 Parking/Vehicles/Personal Property. The outside storage or parking of buses, trucks (other than pick-ups, SUVs and similar small trucks used for the Owner's or Occupant's personal vehicle), trailers, unlicensed automobiles, aircraft, tractors, motorcycles, snowmobiles, motorhomes, all-terrain vehicles, or watercraft is prohibited, except for temporary parking as authorized by the Association. Garages shall not be used for storage or other purposes so that they become unavailable for parking vehicles and keeping incidental personal property. No Person shall perform maintenance, repair or restoration work on any vehicle on the Property except for their own vehicles, and then only (i) within the Owner's garage, or (ii) for emergency repairs. Notwithstanding anything to the contrary in this Section, commercial vehicles shall not be parked or stored on the Property, except within a garage or on a temporary basis in connection with construction work on a Unit or deliveries. Parking shall not be allowed on the street.

7.7 Traffic Regulations. All vehicular traffic on the Property is subject to federal, state and local laws and regulations. All vehicles operated on the Property shall be operated in a careful, prudent, and safe manner; and with due consideration for the rights of all Owners and Occupants.

7.8 Animals. In addition to all federal, state and local laws, ordinances and regulations, the Board shall have the authority to regulate by Rules, the keeping of animals on the Property, but those animals which are permitted shall be limited to common domestic house pets such as dogs, cats, fish, birds and the like. However, no animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. The word "animal" shall be interpreted in its broadest sense and shall include all living creatures except humans. Notwithstanding the foregoing, no Rule may prohibit the keeping of a qualified service dog or similar animal by a person who is disabled within the meaning of the Fair Housing Amendments Act of 1988 or comparable state law.

7.9 Signs. In addition to all federal, state and local laws, ordinances and regulations, no sign or comparable device of any kind shall be placed, erected or maintained on the Property except (i) one (1) sign per Unit of a size and style approved by the Association, advertising the Unit for sale or rent; (ii) signs placed by the Developer to advertise the Property, Units or Dwellings or for other business or construction related purposes during the construction, development or sales period; (iii) the permanent entrance signs and monuments erected by the Developer to identify the Property; and (iv) other signs that are expressly authorized by and in compliance with all governmental laws, ordinances and regulations.

7.10 Common Amenities. The use of the common areas and related Improvements shall be subject to the right of the Association to establish reasonable Rules governing the use thereof and to any restrictions authorized by the Governing Documents.

7.11 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests have a right of quiet enjoyment in their respective Units. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, or interfere with the use and quiet enjoyment of the Property by other Owners and Occupants and their invitees.

7.12 Compliance with Law. The Property shall be used in compliance with municipal codes or ordinances, and state and federal laws. No Person shall cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association, or any Owner or Occupant.

7.13 Improvements. Except for those made by Developer or authorized Builders in connection with the sale of a Unit or construction of the first Dwelling thereon, no Improvement may be made, or caused or allowed to be made, in any part of the Common Elements, or in any part of a Unit which is visible from outside existing structures except in accordance with Section 8.

7.14 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights, ownership, or right-to-use plans, which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

7.15 Access to Units. In case of emergency, the yard areas of all Units are subject to entry, without notice and at any time, by an officer or member of the Board, by the management agent of the Association, or by any public safety personnel. Reasonable access is also authorized for maintenance purposes under Sections 9 and 12 and for enforcement purposes under Section 13.

SECTION 8 ARCHITECTURAL STANDARDS

8.1 Restrictions on Improvements. One of the purposes of this Declaration is to ensure that the exterior portions of the Dwellings and the Units are kept and maintained in an architecturally attractive condition, consistent with the overall architectural character of the Property. Therefore, except as set forth in Section 8.6, the following restrictions and requirements shall apply to Improvements to the Property:

8.1.1 Except as expressly provided in Section 8.6, no Improvements to a Unit, or any design or color change, or other alteration, modification or Improvement of any Dwelling or any other part of a Unit which is visible from the exterior of the Dwelling, shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the Improvement shall have been approved in writing by the Board or a committee appointed by it. Notwithstanding the foregoing, Developer's written consent shall also be required for Improvements for so long as Developer owns a Unit for sale.

8.1.2 The Board may appoint, supervise and establish an architectural review committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section 8, in which case the references to the Board shall refer to the architectural review committee where appropriate. The architectural review committee shall be subject to the supervision of the Board.

8.1.3 The Board shall use criteria for approval of Improvements, which shall include and require, at a minimum: (i) compatibility of color, location, type and design in relation to existing Dwellings and topography, (ii) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed Improvements, and (iii) compliance with governmental laws, codes and regulations. The Board, in its sole discretion, may impose Rules or guidelines

establishing standards for design, appearance, construction, or development which are greater or more stringent than standards prescribed by the Governing Documents, or by building, zoning, or other governmental laws, codes, or regulations; provided that such standards shall be consistent with the architectural character and use of the Property as planned and developed by the Developer. The Board shall be the sole judge of whether such criteria are satisfied and its determination shall be binding upon the Owners, Occupants and any other Person holding or acquiring an interest in the Unit.

8.2 Review Procedures. The following procedures shall govern requests for each Improvement under this Section:

8.2.1 Detailed plans, specifications and related information regarding any proposed Improvement, in form and content acceptable to the Board, shall be submitted to the Board and to Developer (if applicable) at least thirty (30) days prior to the projected commencement of construction. No Improvement shall be commenced prior to approval.

8.2.2 The Board and Developer (if applicable) shall give the Owner written notice of approval or disapproval. The Board shall have the right and authority to approve, conditionally approve or deny requests for Improvement in its sole absolute discretion. If the Board and Developer (if applicable) fail to approve or disapprove within thirty (30) days after receipt of said plans and specifications and all other information requested by the Board and Developer (if applicable), then approval shall be deemed to be granted; provided, that the Improvement is done in accordance with the plans, specifications and related information which were submitted.

8.2.3 If no request for approval is submitted, approval shall be deemed to be denied.

8.3 Remedies for Violations. The Association may undertake any measures, legal, equitable or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement incurred by the Association, regardless of the type of action taken or whether or not an action is taken. Such attorneys' fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Association shall have the right to enter upon the Owner's Unit and to restore any part of the Dwelling or Unit to its prior condition if any Improvements were made in violation of this Section, and the cost of such restoration shall be a lien against the Owner's Unit and a personal obligation of the Owner.

8.4 Owner Responsibility/Indemnity. The Owner who causes an Improvement to be made, regardless of whether the Improvement is approved by the Board, shall be responsible for the construction work and any claims, damages, losses or liabilities arising out of the Improvement. The Owner shall hold harmless, indemnify and defend the Association and the Developer, and their officers, directors and committee members, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and costs of litigation, arising out of (i) any Improvement which violates any governmental laws, codes, ordinances or regulations; (ii) the adequacy of the specifications or standards for construction of the Improvement; and (iii) the construction of the Improvement.

8.5 Additional Restrictions. The Board may adopt reasonable Rules further restricting Improvements or other material alterations to the Units or Dwellings.

8.6 Exemptions. The requirements set forth in this Section 8 (except Section 8.4) shall not apply to the following:

8.6.1 Original construction of the Dwellings and other Improvements approved or undertaken by the Developer or by Builders authorized by Developer, or approved by the City, in connection with the sale of the Units and the Improvement thereof.

8.6.2 The installation of certain satellite dishes and antennas, which shall be governed by federal law and rules consistent therewith.

8.6.3 Other Improvements expressly permitted by federal, state or local law.

SECTION 9 MAINTENANCE

9.1 Maintenance by Association. The Association shall not, and has no obligation to, maintain any portion of the Dwellings. The maintenance obligations of the Association are as follows:

9.1.1 The Association shall maintain, repair and replace the Common Elements, common landscaping, any monuments, and related Improvements located thereon, and any irrigation systems and related components serving the Common Elements.

9.1.2 The Association shall provide for routine lawn maintenance of the common yard areas, including trees, shrubs and similar plantings, for the watering of common lawns.

9.1.3 The Association shall perform any maintenance obligation it may have under any agreement, now or hereafter entered into, with the City.

9.1.4 The Association may, at the discretion of the Board, provide for (a) removal of trash and recyclables from the Units; and/or (b) the maintenance, repair and/or replacement of other Improvements within the common yard areas, but in no case shall the Association maintain the exterior or interior of any Dwelling or other structure on a Unit.

9.2 Maintenance by Owner. The maintenance obligations of the Owners are as follows:

9.2.1 Subject to Section 9.1, all maintenance of the Dwellings, Units and all Improvements located within the Units shall be the sole obligation and expense of the Owners thereof. Exterior maintenance for which the Owners are obligated must be performed in accordance with any standards established by the Association.

9.2.2 All drainage easement areas within a Unit as shown on the recorded Plat for the Property or as described in other recorded instruments shall be maintained by the Owner or Occupant of the Unit in a condition that will continuously permit the free flow of water over the drainage easement without change of direction or impediment.

9.2.3 Notwithstanding anything to the contrary in the Governing Documents, the expense of any maintenance, repair or reconstruction of the Property or other areas maintained by the Association necessitated by the acts or omissions of an Owner or Occupant shall be paid by the responsible Owner.

SECTION 10 INSURANCE

10.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the state of Minnesota, as follows:

10.1.1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of insurable Improvements to the Common Elements, less deductibles, exclusive of land and other items normally excluded from coverage. The policy or policies shall also cover personal property owned by the Association.

10.1.2 Commercial general liability insurance covering the use, operation and maintenance of the Common Elements, and the use, operation and maintenance of other lands or Improvements which the Association is obligated to maintain against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in type, location and use to the Property. The policy shall have minimum limits of One Million Dollars (\$1,000,000.00) per occurrence. The policy shall, if reasonably available, contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants.

10.1.3 Insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or other persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required as a precondition to the purchase, insuring or financing of a mortgage on a Unit. The insurance shall name the Association as insureds, as their interests may appear.

10.1.4 Workers' compensation insurance as required by law.

10.1.5 Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

10.2 Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as annual Assessments, and allocated among the Units as determined by the Board consistent with the Governing Documents. The Association may, in the case of a claim for damage or personal injury with respect to Improvements (if any) which the Association maintains (i) pay the deductible amount as a Common Expense; (ii) assess the deductible amount against the Units affected in any reasonable manner; or (iii) require the Owners of the Units affected to pay the deductible amount directly.

10.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and Mortgagees which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association. Subject to Section 11.1.4, the Association, or any insurance trustee selected by it, shall use the proceeds from property insurance on a damaged Improvement solely to repair and reconstruct the damaged Improvement, and not for any other purpose.

10.4 Required Policy Provisions. All policies of property insurance carried by the Association shall, if such provisions are reasonably available, provide that:

10.4.1 Each Owner and Mortgagee is an insured Person under the policy with respect to liability arising out of the Owner's interest or membership in the Association.

10.4.2 The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.

10.4.3 No act or omission by any Owner or Mortgagee of a Unit, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy.

10.4.4 If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary insurance.

10.5 Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty (30) days' prior written notice to the Association, and all of the insureds.

10.6 Restoration in Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any insurance trustee), or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

10.7 Owner's Personal Insurance. It is the obligation of each Owner to obtain personal insurance coverage at his or her own expense covering fire and other casualty to the Owner's Dwelling and other insurable Improvements located within the Owner's Unit, and public liability insurance covering the Owner's Unit. All insurance policies maintained by Owners shall, if possible, provide that they are without contribution as against any insurance purchased by the Association, except as to deductibles under Section 10.2.

10.8 Notice to Developer. The Association shall give Developer at least thirty (30) days prior written notice of any change in the Association's insurance policies until Developer no longer owns any Unit for initial sale.

SECTION 11
RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

11.1 Reconstruction. In the event of a casualty on or to any portion of the Property, the obligations and procedures for the repair, reconstruction or disposition of the damaged Improvements shall be governed by the following provisions:

11.1.1 All repair and reconstruction of the damaged Improvements shall be commenced promptly following the casualty and shall be carried through diligently to conclusion. The Association shall be responsible for the repair and reconstruction of Common Elements Improvements (if any) and the Owners shall be responsible for the repair and reconstruction of Improvements to their respective Units.

11.1.2 All repair and reconstruction shall be approved pursuant to Section 8. The repair and reconstruction shall be in accordance with the requirements of all applicable zoning, subdivision, building, and other governmental regulations.

11.1.3 Notice of substantial damage or destruction to any portion of the Property shall be promptly given to the Association by the Owner of the damaged Improvements.

11.1.4 Notwithstanding the foregoing, repair and reconstruction of a Dwelling need not be undertaken if the Association, the Owner and the Owner's Mortgagee agree in writing that the damaged Improvements need not be repaired and reconstructed. If such an agreement is made, the ruins and debris of any damaged Improvements shall promptly be cleared away and the Property shall be left in an orderly, safe and sightly condition.

11.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Common Elements by condemnation or eminent domain, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their Mortgagees, as their interests may appear. With respect to the taking of all or part of a Unit, the Owner of the Unit shall negotiate and settle all claims, subject to the rights of any Mortgagee of the Unit.

SECTION 12
EASEMENTS

Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to or beneficiary of (i) the appurtenant easements and rights granted and

reserved in this Section 12; and (ii) other appurtenant easements and rights of record as referenced herein.

12.1 Drainage. The Common Elements and the yard areas of the Units shall be subject to nonexclusive easements for storm water drainage over those parts of the Property which are designed, improved or graded for such purposes.

12.2 Access. Each Unit is the beneficiary of a non-exclusive easement for access to a public street or highway on or across any portions of the Common Elements designed and intended for use as streets or trails, or otherwise designated for such uses by the Association, subject to any restrictions imposed pursuant to the Governing Documents.

12.3 Use and Enjoyment. Each Unit is the beneficiary of a nonexclusive easement for use and enjoyment on and across the Common Elements, subject to any restrictions authorized or imposed pursuant to the Governing Documents.

12.4 Encroachments. If there is a minor encroachment by a Dwelling, or other Improvement onto another Unit or the Common Elements as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of the encroaching Dwelling or other Improvement, and for the maintenance thereof, shall exist; provided, that with respect to Improvements added pursuant to Section 8, no easement shall exist unless the same have been approved, and the proposed Improvements constructed, as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

12.5 Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, are subject to the rights of the Association to a non-exclusive, appurtenant easement on and over the yard areas of Units for the purposes of access to and maintenance, repair, replacement and reconstruction of utilities and other common Improvements serving more than one Unit, to the extent necessary to fulfill the Association's obligations.

12.6 Utilities. The Property is subject to non-exclusive, appurtenant easements in favor of all public utility companies, other utility providers and the Association for the installation, use, maintenance, repair and replacement of all utilities, such as natural gas, electricity, cable TV, telephone, data and other electronic communications, water, sewer, irrigation, wells, and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat, this Declaration or otherwise described in any other duly recorded instrument. Each Unit, and the rights of the Owners and

Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Units for all such utilities and services; provided, that the utilities and services shall be installed, used, maintained and repaired so as not to interfere with the reasonable use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Dwellings.

12.7 Developer Rights. Developer shall have and be the beneficiary of exclusive easements for the exercise of its Developer Rights.

12.8 Association Access. There is a non-exclusive easement in favor of the Association, including without limitation any management agent or service vendor retained by the Association, for access on and across the Common Elements and the yard areas of Units, for the purpose of performing the Association's obligations under the Governing Documents. Except in the event of emergencies, this easement shall be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant directly affected.

12.9 Emergency Access to Units. In case of emergency, the yard areas of all Units are subject to an easement for access, without notice and at any time, by officers or members of the Board, by the Association's management agents, or by any public safety personnel.

12.10 Project Signs. Developer shall have the right to erect and maintain monument signs and related Improvements identifying the community on the Common Elements or on Units subject to sign easements. Those parts of the Property on which monument signs or related decorative Improvements are located are subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair and replacement of said signs and related Improvements. Any Person exercising the rights granted under said easements shall take reasonable care to avoid damaging the Improvements to the Property and shall repair any damage caused by it.

12.11 Other Easements. The Property is subject to such other easements as may be recorded against it or otherwise shown on the Plat.

12.12 Continuation, Scope and Conflict of Easements. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration, or otherwise recorded, and shall include reasonable access to the easement areas through the yard areas of Units and the Common Elements for purposes of maintenance, repair, replacement and reconstruction.

12.13 Easements Are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with law or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

12.14 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property, subject to the Declaration and the right of the Association to establish and enforce reasonable Rules governing the use of the Property.

12.15 Benefit of Easements. All easements benefitting a Unit shall benefit the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except as a guest of an Owner or Occupant or in connection with the inspection of the Unit or recovery of possession of the Unit from the Occupant pursuant to law.

SECTION 13 COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, and the Rules, and such amendments thereto as may be made from time to time, and the decisions of the Association with respect to matters over which each has authority.

13.1 Entitlement to Relief. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Rules, or the Act, as a measure to enforce such Owner's position, or for any other reason.

13.2 Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents or the Rules:

13.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

13.2.2 Impose late charges of up to the greater of \$100, or 15% of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the first month after the Assessment or installment was due.

13.2.3 In the event of default of more than thirty (30) days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten (10) days' advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

13.2.4 Impose reasonable fines, penalties or charges for each violation of the Governing Documents or the Rules.

13.2.5 Suspend the rights of any Owner to vote when the Assessments due with respect to the Owner's Unit are past due, and suspend the rights of any Owner or Occupant and their guests to use any Common Elements amenities; provided, that the suspension of use rights shall not apply to those portions of the Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to thirty (30) days thereafter, for each violation.

13.2.6 Restore any portions of the Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

13.2.7 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents.

13.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 13.2.4 or 13.2.5, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The Association shall give to the offender written notice of the nature of the violation and the right to a hearing, and the offender shall be given at least ten (10) days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) days' prior written notice to the offender. If the offender fails to

timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing.

13.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the Association's right to pursue any others.

13.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Governing Documents or the Rules, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of such Owner and shall be a lien against such Owner's Unit.

13.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of any part of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

13.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules or the Act as provided therein.

13.8 Pre-Litigation Requirement. Any litigation, administrative proceeding or other legal action instituted or intervened in by or in the name of the Association, exclusive of (i) any action to collect Assessments or foreclose Assessment liens, or (ii) to enforce the Governing Documents or the Rules, is subject to prior approval by the Owners of Units to which are allocated in excess of fifty percent (50%) of the total votes in the Association.

SECTION 14 AMENDMENTS

14.1 Approval Requirements. Except for amendments by Developer authorized by this Declaration, this Declaration may be amended only with the approval of:

14.1.1 Owners who have the authority to cast in excess of fifty percent (50%) of the total votes in the Association; and

14.1.2 Developer as to certain amendments as provided in Section 15.

14.2 Procedures. Approval of the Owners shall be obtained in accordance with the procedures set forth in the Bylaws. Other required approvals shall be in writing. Any amendment shall be subject to any greater requirements imposed by this Declaration. The amendment shall be effective when recorded in the office of the appropriate recording office in the county in which the Property is located. An affidavit by the President or Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 15 DEVELOPER RIGHTS

Developer hereby reserves the exclusive authority to exercise the following rights for as long as it owns a Unit or for any shorter period indicated:

15.1 Complete Improvements. To complete the Dwellings and other Improvements included in Developer's development plans or allowed by this Declaration, and to make Improvements in the Units and Common Elements, to accommodate the exercise of any Developer Rights.

15.2 Relocate Boundaries and Alter Units. To relocate boundaries between Units and to otherwise alter Units owned by it, to the extent permitted by the City.

15.3 Sales Facilities. To construct, operate and maintain a sales office, management office, model Dwellings, and other development, sales and rental facilities within the Common Elements, and within any Units owned or leased by Developer or authorized Builders from time to time, located anywhere on the Property.

15.4 Signs. To erect and maintain signs and other sales displays offering the Units for sale or lease and for other business and construction related purposes, in or on any Unit owned by Developer or authorized Builders and on the Common Elements.

15.5 Easements. To have and use easements, for itself, its employees, contractors, Builders, representatives, agents and prospective purchasers through and over the Common Elements and the yard areas of the Units for the purpose of exercising its rights under this Section.

15.6 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by the Developer, or (ii) the date when Developer no longer owns a Unit for sale.

15.7 Consent to Certain Amendments. To approve or withhold approval of any amendment to the Governing Documents or Rules which affect Developer's rights or the rights of authorized Builders under the Governing Documents.

15.8 Transfer of Developer Rights. To transfer some or all of the Developer Rights, temporarily or permanently, by a separate instrument signed by the Developer and the transferee, and recorded against the portions of the Property owned by the Developer or the transferee and affected by the transfer, subject to the following qualifications.

15.9.1 Upon transfer of any of the Developer Rights, the liability of the Developer shall be as follows: (i) the Developer shall be liable for any obligation or liability arising out of its acts or omissions occurring before the transfer; (ii) the Developer shall be liable for any obligation or liability relating to any Developer Rights retained by the Developer; and (iii) the Developer shall not be liable for any act or omission arising from the exercise of Developer Rights by the transferee of the Developer Rights.

15.9.2 Any transferee of the Developer Rights shall be entitled to exercise such Developer Rights from and after the date of recording of the instrument transferring the rights. The transferee shall thereafter be subject to all of the obligations with respect to the rights transferred; except (i) misrepresentations of the Developer; (ii) warranty

obligations of the Developer; (iii) breach of fiduciary obligations by the Developer or by any officers or members of the Board appointed by the Developer; (iv) any liability or obligation imposed on the Developer as a result of the Developer's acts or omissions after the transfer; and (v) any liability arising out of any Developer Rights retained by the Developer.

SECTION 16 MISCELLANEOUS

16.1 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this Declaration or exhibits attached hereto.

16.2 Construction. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

16.3 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners or Occupants shall be (i) in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail, or (ii) by electronic communication and shall be effective when sent, as and if authorized by the Bylaws and the Act; except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

16.4 Conflicts Among Documents. In the event of any conflict among the provisions this Declaration, the Bylaws or the Rules, this Declaration shall control. As between the Bylaws and the Rules, the Bylaws shall control.

16.5 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination as provided in this Declaration.

16.6 Agreement with the City. The Developer and/or Association may enter into certain agreements with the City with respect to the Property. Notwithstanding anything to the contrary herein, the Association and Developer shall perform all of their respective obligations under any agreement either or both may have (at any time) entered into with the City, and to the

extent there are any inconsistencies between any such agreement with the City and this Declaration, such agreement with the City shall control. The Developer's and/or the Association's obligations under agreements with the City may include obligations that involve Common Expenses.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth above.

Preferred Choice Homes, LLC,
a Minnesota limited liability company

By: Gerald L. Bauer
Its: Member

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Gerald L. Bauer, member of Preferred Choice Homes, LLC, a Minnesota limited liability company.

(Seal)

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Jesse A. Flynn
Flynn Law Firm PLLC
912 Third Avenue
Worthington, MN 56187
507-372-2620



Work Item 1222240400023
Original File Number 1221499800028

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
03/05/2021 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State
Notice of Change of Registered Office/Registered Agent
Minnesota Statutes, Section 5.36



ORGANIZATION NAME: Gove Acres Homeowners' Association

REGISTERED OFFICE OR AGENT CHANGES:

Name

Address:

Gerald L. Bauer

1912 Bud Road Windom MN 56101 USA

If the business entity has changed their agent or the registered office address, this change was authorized by a resolution approved by the affirmative vote of a majority of the governing body of the business entity as required by Section 5.36, Subd. 3. If the agent has changed their name or their address, then a copy of the change has been sent to the business entity or their legal representative as required by Section 5.36, Subd. 5. In compliance with Section 5.36, the address of the registered office and the address of the business office of the registered agent(s) are identical.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Gerald L. Bauer

EMAIL FOR OFFICIAL NOTICES:

jerbauer@windomnet.com

Agricultural Status: Does this entity own, lease or have any financial interest in agricultural land or land capable of being farmed? No

Office of the Minnesota Secretary of State Certificate of Incorporation

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: Gove Acres Homeowners' Association

File Number: 1221499800028

Minnesota Statutes, Chapter: 317A

This certificate has been issued on: 03/02/2021



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Nonprofit Corporation/Articles of Incorporation
Minnesota Statutes, Chapter 317A



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Incorporation:

ARTICLE 1 - CORPORATE NAME:

Gove Acres Homeowners' Association

ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name

Address:

Gerald L. Bauer

1912 Bud Road Worthington MN 56187 USA

ARTICLE 3 - INCORPORATOR(S):

Name:

Address:

Gerald L. Bauer

247 Buckwheat Avenue Windom MN 56101

DURATION: PERPETUAL

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Gerald L. Bauer

MAILING ADDRESS: None Provided

EMAIL FOR OFFICIAL NOTICES: jerbauer@windomnet.com

**ARTICLES OF INCORPORATION
OF
GOVE ACRES HOMEOWNERS' ASSOCIATION**

The undersigned, being of legal age, for the purposes of forming a nonprofit corporation under chapter 317A of Minnesota Statutes, as amended, and in compliance with the requirements thereof, do hereby voluntarily associate ourselves as a body corporate, not for profit, but for the purposes herein conferred and adopt in these Articles of Incorporation.

**ARTICLE I
NAME**

The name of this Corporation shall be Gove Acres Homeowners' Association.

**ARTICLE II
REGISTERED OFFICE**

The registered office of this Corporation shall be at 1912 Bud Road, Windom, MN 56101.

**ARTICLE III
PURPOSES AND AUTHORITY**

This Corporation is formed generally for civic, recreational, social and community welfare purposes, and specifically for the purposes of constituting and acting as an association of the owners of dwellings in that certain platted subdivision situated in the City of Windom, Cottonwood County, Minnesota, on property legally described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property").

The Subject Property is being developed as a residential subdivision. For the purposes of managing, maintaining, repairing, replacing and operating the property, all for the preservation of the value and amenities of said development, and in fulfillment of such purposes, this Corporation shall have the power:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association described in that certain Declaration of Covenants, Conditions and Restrictions of Gove Acres, herein referred to as the "Declaration," applicable to the aforementioned property and recorded or to be recorded in the Office of the County Recorder (or Registrar of Titles) of Cottonwood County, Minnesota, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) To fix, levy, collect and enforce the payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the aforementioned property of the Association;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) To borrow money, and with the assent of all the members of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by all members, agreeing to such dedication, sale or transfer;
- (f) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of all members;
- (g) To provide garbage and trash collection;
- (h) To enforce provisions of the Declaration, and any and all other covenants, conditions or restrictions applicable to the aforementioned property; and
- (i) To, insofar as permitted by law, and consistent with the provisions and purposes hereof and of the Declaration, do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the members, including cooperative developments or undertakings with adjacent properties.

ARTICLE IV

NO PECUNIARY GAIN TO MEMBERS

This Corporation does not and shall not afford pecuniary gain, incidentally or otherwise, to its members. None of its members shall be personally liable for corporate debt. Members, however, shall be liable to this Corporation for the assessments as specified in the Declaration.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee simple interest or a contract vendee, in any property as described in the Declaration (an "Owner"), shall be a member of this Corporation. The foregoing is intended to exclude contract vendors, unless the contract provides

otherwise, and other persons or entities who hold an interest in any property merely as security for the performance of any obligation. Membership in this Corporation shall be appurtenant to and may not be separated from the above-described ownership interest in each property.

When more than one (1) person holds an interest in a property, all such persons shall be Members. The vote for each property shall be exercised as the Owners shall determine among themselves, but the vote must be cast by the Owners acting together and may not be divided among the Owners of the property.

ARTICLE VI

BOARD OF DIRECTORS

The business and affairs of this Corporation shall be managed by a Board of Directors consisting of three Directors, or such other number of Directors as may be determined in accordance with the Bylaws. Until the first full Board of Directors consisting of three members shall have been elected, the first and interim Board of Directors shall consist of two Directors whose names and addresses are as set forth in resolutions adopted by the Board of Directors of the Association.

Said first directors shall serve until the first annual meeting of the members or until their successors have been duly elected and qualified.

The number of directors in the second and subsequent Board of Directors will be three (3). The Declarant shall have the sole right to elect members of the Board of Directors until the earlier of: (a) three (3) years after the date of the first conveyance of a Unit to an Owner other than Declarant; (b) the date of conveyance of seventy-five percent (75%) of the Units to Owners other than Declarant; or (c) Declarant's voluntary surrender of control (the "Termination of Declarant Control"). Provided, however, that at the earlier of sixty (60) days after conveyance of fifty percent (50%) of the property to Owners other than Declarant, at least one (1) member of the Board of Directors shall be elected by Owners other than Declarant at a special meeting of the Owners to be held for such purpose. Upon Termination of Declarant Control, the Owners shall elect a Board of Directors in such number and for the terms set forth in the Bylaws at a meeting of Owners to be called for by the secretary of the Association for such purpose. At the special meeting of the Members after conveyance of fifty percent (50%) of the property as provided in the By-Laws, the Owners other than Declarant shall elect one (1) director for an initial term of two (2) years, and the Declarant shall elect two (2) directors. Thereafter, at each succeeding annual meeting of the Members, successor directors for any existing director whose term has expired shall be elected or appointed for three (3) year terms only.

ARTICLE VII

WRITTEN ACTION BY DIRECTORS

Any action required or permitted to be taken at a meeting of the board of directors of this Corporation may be taken by written action signed by the number of directors that would be required to take the same action at a meeting of the board at which all directors were present.

ARTICLE VIII
DIRECTOR LIABILITY

To the fullest extent permitted by chapter 317A, Minnesota Statutes, as the same exists or may hereafter be amended, a director of this Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director.

ARTICLE IX
DURATION

The duration of this Corporation shall be perpetual.

ARTICLE X
DISSOLUTION

This Corporation may be dissolved only with the written consent of members holding at least 50% of the voting power of the Corporation. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of its assets (which shall be consistent with Article XI hereof), shall be mailed to every member at least ninety (90) days prior to any meeting at which such dissolution shall be voted upon.

ARTICLE XI
DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of this Corporation, all of its property and assets, both real and personal, including, but not limited to, sewer and water lines, if any, first shall be dedicated or transferred to an appropriate municipality, public agency or utility, or if such transfer or dedication be refused, such assets then shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other entity, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by this Corporation. No disposition of the assets of this Corporation shall be effective to divest or diminish any vested right or title of any member in any such assets arising under recorded covenants and deeds applicable to such assets unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XII
AMENDMENTS

These Articles of Incorporation may be amended only with the assent of 100% of the Members of the Association.

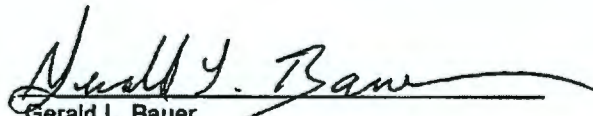
**ARTICLE XIII
INCORPORATOR**

The following person constitutes the incorporator who is forming this Corporation:

Name
Gerald L. Bauer

Address
247 Buckwheat Avenue, Windom, MN 56101

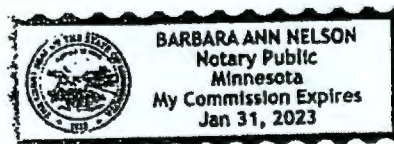
IN WITNESS WHEREOF, we have hereunto executed these ARTICLES OF INCORPORATION effective this 2 day of March, 2021.


Gerald L. Bauer

STATE OF MINNESOTA)
) ss
COUNTY OF COTTONWOOD)

On this 2nd day of March, 2021, before me, a notary public, personally appeared Gerald L. Bauer, incorporator of the Gove Acres Homeowners' Association, to me known to be the person described in, and who executed, the foregoing instrument, and acknowledged that he executed the same as his free act and deed.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
Jesse A. Flynn
Flynn Law Firm PLLC
912 Third Avenue
Worthington, MN 56187
507-372-2620

Exhibit A

Subject Property

Lots 10, 11, and 12, Billing's Subdivision No. 2, City of Windom, Cottonwood County, Minnesota

AND

Part of the SW1/4 SW1/4 of Section 24, Township 105, Range 36, Cottonwood County, Minnesota, described as follows: Beginning at the Northwest corner of Lot 10 of Billing's Subdivision No. 2 as recorded in the office of the Cottonwood County Recorder's Office; thence North 00 degrees 52 minutes 56 seconds East, bearing based on Cottonwood County coordinate system, along the East line of Lot 6 of Billing's Subdivision, a distance of 31.27 feet, to the Southwesterly right of way line of United States Highway Number 71, as exists; thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 24.30 feet; thence North 32 degrees 34 minutes 19 seconds East, along said right of way line, a distance of 35.00 feet; thence South 57 degrees 25 minutes 41 seconds East, along said right of way line, a distance of 90.00 feet, to the North line of Lot 11 of said Billing's Subdivision No. 2; thence North 89 degrees 37 minutes 10 seconds West, along the North line of Lots 10 and 11 of Billing's Subdivision No. 2, a distance of 115.65 feet, to the point of beginning



Work Item 1221499800028
Original File Number 1221499800028

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED

03/02/2021 11:59 PM

Steve Simon

Steve Simon
Secretary of State

BYLAWS

ARTICLE I NAME AND LOCATION

The name of this corporation is Gove Acres Homeowners' Association, hereinafter referred to as the "Association". The principal office of the Association shall be located at 1912 Bud Road, Windom, MN 56101, or at such other place within the State of Minnesota as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

"Articles" shall mean and refer to the Articles of Incorporation of the Association.

"Association" shall mean and refer to Gove Acres Homeowners' Association, a Minnesota non-profit corporation, its successors and assigns.

"Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and such other persons to whom the Owners may delegate this right pursuant to the Declaration and to all improvements located thereon and owned or otherwise held by the Association for the common use and enjoyment of said persons.

The Common Area owned or to be owned by the Association is described in the Declaration.

"Community" shall mean and refer to Gove Acres, City of Windom, Cottonwood County, Minnesota.

"Declarant" shall mean and refer to Preferred Choice Homes, LLC, a Minnesota limited liability company, its successors and assigns.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Subject Property recorded in the Office of the County Recorder within and for Cottonwood County, Minnesota, on _____, as Document No. _____.

"Dwelling" shall mean and refer to any portion of a building situated upon the Subject Property designated and intended for use and occupancy as one residential unit.

"Governing Documents" shall mean and refer to the Declaration, the Articles and these Bylaws.

"Member" shall mean and refer to all Owners who are Members of the Association as provided in the Declaration.

"Owner" shall mean and refer to the record owner or contract vendee, whether one or more persons or entities, of a fee simple interest to any Unit situated upon the Subject Property, but excluding contract vendors, unless the contract provides otherwise, and others having such interest merely as security for the performance of an obligation.

"Subject Property" shall mean and refer to that certain real property described as the Subject Property in the Declaration.

"Unit" shall mean and refer to a Dwelling together with the parcel of property upon which the Dwelling is situated, as legally described in the instrument of conveyance in favor of the current Owner. Unit shall not be construed to include Common Area as herein defined.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings.

The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the date selected by the Board of Directors thereafter, at the hour of 7:00 p.m., or at such time set by the Members. If the day for an annual meeting is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday. At each annual meeting, there shall be, at a minimum, (i) an election of successor directors for those directors whose terms have expired, (ii) a report on the activities and financial condition of the Association, and (iii) consideration of and action on any other matters included in the notice of meeting.

Section 2. Special Meetings.

Special meetings of the Members may be called at any time by the President or by the Board of Directors and must be called by the President in any event upon receipt of a written request for a special meeting signed by twenty percent (20%) of the Members entitled to vote or upon written request of any of the first mortgagees holding mortgages on the Subject Property.

Section 3. Special Meeting upon Termination of the Declarant Control Period.

Upon termination of the Declarant Control Period, a special meeting of the Members shall be held upon a call issued by the Declarant. All of the officers and directors of the Association appointed by the Declarant shall resign at the first meeting of the Members and thereafter the Members shall elect successors for said directors.

Section 4. Notices.

Notice of all meetings of the Members, stating the date, time, place complete agenda thereof, and the procedure for appointment of proxies, shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing and shall be delivered by hand or sent by prepaid United States Mail to each Member at the Member's address as it appears on the books of the Association. Notices shall be mailed not less than twenty-one (21) days nor more than thirty (30) days in advance of any annual meeting, and not less than seven (7) days nor more than thirty (30) days in advance of any special meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. The notice of the meeting may be waived before or after such meeting.

Section 5. Quorum.

The presence at the meeting of Members, either in person or by proxy, entitled to cast two-thirds (2/3) of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Governing Documents. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at that meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies.

At all meetings of Members, each Member may vote, in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. First Board of Directors.

The first Directors shall serve until the first annual meeting of the Members or until their successors have been duly elected and qualified. The Declarant shall have the sole right to appoint and remove members of the Board of Directors until the earlier of:

- a. Three (3) years after the date of the first conveyance of a Unit to an Owner other than Declarant;
- b. The conveyance of seventy-five percent (75%) of the Units to Owners other than the Declarant; or
- c. Declarant's voluntary surrender of control by giving written notice to the Unit Owners (the "Termination of Declarant Control").

Provided, however, that no later than sixty (60) days after the conveyance of fifty percent (50%) of the Units to Owners other than Declarant, at least one (1) member of the Board of Directors shall be elected by Owners other than Declarant at a special meeting of the Owners to be held for such purpose. Upon Termination of Declarant Control, at a meeting of the Owners called by the secretary of the Association, the Owners shall elect a Board of Directors of not fewer than two (2) members of the number of directors set forth herein as amended from time to time.

At the special meeting of Owners after conveyance of fifty percent (50%) of the Units, the Owners other than Declarant shall elect one (1) director for an initial term of one (1) year, and the Declarant shall appoint the remaining director. Thereafter, at the expiration of the term of office of each director, a successor shall be elected to serve for a term of three (3) years. The directors shall hold office until their respective successors have been elected and installed.

Section 2. Number and Qualifications of Directors.

The initial Board of Directors shall consist of three natural persons. The second Board of Directors and all successive Boards shall consist of three or more members, as determined by the Board of

Directors, all of whom are holders of an interest in at least one of the Units, or, in the case of the Declarant, a representative of the Declarant.

Section 3. Nomination of Directors.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting (or a special meeting called for the election of Directors). The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 4. Election.

Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Term.

The term of each Director, other than the first Directors and the Directors elected at the First Special Election and the Second Special Election (as defined in the Articles), shall extend to the next annual meeting of the Members after the annual meeting at which the Director was elected and until the Director's successor has been duly elected and has qualified.

Section 6. Removal.

Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 7. Compensation.

No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 8. Action Taken Without a Meeting.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day designated for such meeting unless such notice is waived.

Section 2. Special Meetings.

Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one (1) Director. Not less than three (3) days' notice of such special meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of such meeting.

Section 3. Waiver of Notice.

Any Director may waive notice of a meeting, either regular or special, before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 4. Quorum.

Two (2) Directors, or if there are a total of seven (7) Directors, then three (3) Directors, shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 5. Adjournment When Quorum Lacking.

If at any meeting of the Board of Directors there shall be only one (1) Director present, that Director may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. Manner of Action.

Each Director shall be entitled to one (1) vote, and the act of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the act of a greater number is required by these Bylaws.

Section 7. Board Meeting Open to Members.

Except as otherwise provided in this section, meetings of the Board of Directors shall be open to Members. The Board shall give reasonable notice to Members of the date, time, and place of each Board Meeting. No notice need be given to Members if: (i) the date, time, and place of meeting were announced at a previous Board meeting; (ii) the date, time, and place of the meeting were posted in a location accessible to Members and designated by the Board from time to time; or (iii) if an emergency requires immediate consideration of a matter by the Board. Meetings may be closed to Members to discuss the following: (1) personnel matters; (2) pending or potential litigation, arbitration or other potentially

adversarial proceedings between Members, between the Board or the Association and Members, or other matters in which any Member may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or otherwise to protect the position of the Board or the Association or the privacy of a Member or occupant of a Unit; or (3) criminal activity arising within the Community if the Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize any investigation of the activity.

ARTICLE VI
THE BOARD OF DIRECTORS: POWERS,
DUTIES AND RESTRICTIONS

Section 1. Powers.

The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of its published rules and regulations, each day during which infractions exist being deemed a separate and distinct infraction;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor or such other employees, as they deem necessary, and to prescribe their duties; provided, however, that any agreement for professional management of the Subject Property, or any other contract providing for services by the Declarant, shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three (3) years.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested by one-fourth of the members entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- (c) as more fully provided in the Declaration:

- (1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and in accordance with the Declaration;
- (g) cause the Common Area and exterior of the Dwellings to be maintained as set forth in the Declaration.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices.

The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers.

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term.

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to section 4 of this Article.

Section 8. Duties.

The duties of the officers are as follows:

President

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

- (b) The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board.

Secretary

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings, and deliver a copy of each to the Members.

ARTICLE VIII BOOKS AND RECORDS

The Association shall keep adequate records of its membership, minutes of Members' meetings, minutes of Board of Directors meetings, committee meetings, contracts, leases and other agreements to which the Association is a party, and material correspondence and memoranda relating to its operations, and financial records sufficiently detailed to enable the Association to prepare the annual report and to comply with all applicable laws. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by any first mortgagee of a Unit. The Governing Documents shall be available, during reasonable business hours, for inspection by any Member and by any first mortgagee of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments all of which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien and interest, costs, and reasonable attorneys' fees in any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Unit.

ARTICLE X INSURANCE

Section 1. Required Coverage.

The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

- (a) Property insurance in broad form covering all risks of physical loss for the full insurable replacement costs of the improvements on the Common Area, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association and shall name the Association as the named insured. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages, deductibles and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a

mortgagee, insurer or servicer, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect.

- (b) Commercial general liability insurance covering the ownership, existence, use, operation or management of the Subject Property, with minimum limits of \$1,000,000 per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location, and use to the Subject Property. Unit owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, operation or management of the Common Area. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an owner or occupant of a Unit because of the negligent acts of the Association or other owners or occupants and shall cover claims of one or more insured parties against other insured parties. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit.
- (c) Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.
- (d) Worker's compensation insurance, as required by law.

Policies carried pursuant to subsections (a) and (b) shall provide that:

- (1) each Member and secured party of a Unit is an insured person under the policy with respect to liability arising out of the Member's interest in the Common Area or the Member's membership in the Association;
- (2) the insurer waives its rights to subrogation under the policy against any Member (or members of any Member's household) and against the Association and Directors;
- (3) no act or omission by any Member or secured party, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy; and
- (4) the Association's policy shall be the primary insurance if, at the time of a loss under the policy, there is other insurance in the name of a Member covering the same property covered by the Association's policy.

Section 2. Association Coverage of Units.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate broad-form blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwellings, including the structural portions and fixtures thereof but exclusive of land, footings, excavation and other items normally excluded from coverage, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be an expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwellings shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

Section 3. Replacement or Repair of Property.

Any portion of the Subject Property that has been damaged or destroyed by a loss covered by the Association's insurance shall be promptly repaired or replaced by the Association unless (i) the Community is terminated; (ii) such repair or replacement would be illegal; or (iii) 80% of Members (including every Member and first mortgagee on a Unit which shall not be rebuilt) vote not to rebuild. If less than the entire Subject Property is repaired or replaced, the insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Community, the proceeds attributable to Units which are not rebuilt shall be distributed to the owners of those Units and the secured parties of those Units, as their interests may appear, and the remainder of the proceeds shall be distributed to all Unit owners and secured parties as their interests may appear, in proportion to their common expense liability. The cost of repair or replacement of improvements to the Common Area in excess of insurance proceeds and reserves shall be paid as a common expense, and the cost of repair of a Unit in excess of insurance proceeds shall be paid by the respective Unit owner.

Section 4. Cancellation; Notice of Loss.

All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least thirty (30) days prior written notice to the Association, all of the insureds, and all mortgagees of Units (including, if applicable, the FHA or FNMA).

Section 5. Review of Policies.

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 6. Blanket Casualty Insurance by Owner.

If the Association does not elect to maintain blanket casualty and fire insurance pursuant to section 2 of this Article, then any Owner of a Unit shall carry, maintain, and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism, and malicious mischief insurance, with an all-risk endorsement. Said insurance shall cover a minimum of the entire replacement cost of the improvements on such Unit and shall provide for at least ten (10) days' notice to the Board of Directors of the Association before cancellation or material change in such insurance.

Section 7. Reallocation of Interests for Destroyed Units.

If, pursuant to section 3, a Unit is not rebuilt after a casualty, that Unit's entire interest in the Common Area, votes in the Association and common expense liability are automatically reallocated as if the Unit had been condemned, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

ARTICLE XI NO CORPORATE SEAL

There shall be no corporate seal.

ARTICLE XII AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, provided that such additional consent required by Article XIII of the Declaration is obtained, and provided that during the Declarant Control Period, both the Declarant (and the Federal Housing Administration if it has insured loans against any Units) shall have the right to veto amendments.

Section 2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws; the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Financial Statement.

A review of the Association's financial statements shall be made at the end of the Association's fiscal year, unless prior to thirty (30) days after the end of that fiscal year, at a meeting or by mailed ballot, Members to which at least thirty percent (30%) of the votes in the Association are allocated vote to waive the review requirement for that fiscal year. A waiver vote shall not apply to more than one fiscal year and shall not affect the Board's authority to cause a review or audit to be made. The review shall be made by a independent certified public accountant licensed to do business in the State of Minnesota and shall be prepared in accordance with generally accepted accounting principles. The financial statements shall be presented on a full accrual basis using an accounting format that separates operating activity from replacement reserve activity. The financial statements shall be delivered to all Members within 120 days of the end of the fiscal year.

Section 3. Annual Report.

An annual report shall be prepared by the President or Treasurer and shall be provided to each member at or prior to the annual meeting of members. The annual report shall contain: (1) a statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000, whichever is greater, approved by the Association for the current fiscal year and for the succeeding two fiscal years; (2) a statement of the Association's total reserves, the components of the Community for which the reserves are set aside, and the amount of the reserves, if any, that the Board has allocated for the replacement of each of those components; (3) a copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year; (4) a statement of the status of any pending litigation or judgments to which the Association is a party; (5) a detailed description of the insurance coverage provided by the Association including a statement as to which, if any, of the items referred to in section 515B.3-113(b) are insured by the Association; (6) a statement of the total past due assessments on all Units, current as of not more than sixty (60) days prior to the date of the annual meeting; and (7) any other matter which the officers or directors of the Association deem appropriate.

Section 4. Committees.

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of said Gove Acres Homeowners' Association, a Minnesota non-profit corporation, and that the foregoing Bylaws constitute the Bylaws of said Gove Acres Homeowners' Association as duly adopted at a meeting of the Members thereof held on the ____ day of _____, 20____.

Gerald L. Bauer, Secretary

THIS INSTRUMENT WAS DRAFTED BY:

Jesse A. Flynn
Flynn Law Firm PLLC
912 Third Avenue
Worthington, MN 56187
507-372-2620

**ORGANIZATIONAL RESOLUTIONS
OF THE
BOARD OF DIRECTORS
OF
GOVE ACRES HOMEOWNERS' ASSOCIATION
ADOPTED WITHOUT MEETING**

The undersigned, constituting all members of the first Board of Directors of Gove Acres Homeowners' Association, a Minnesota nonprofit corporation, do hereby adopt the following organizational resolutions in writing pursuant to Minnesota Statutes sections 317A.171 and 317A.239.

1. Articles of Incorporation

RESOLVED, that the Articles of Incorporation of this corporation, filed with the Minnesota Secretary of State on March 2, 2021, are adopted and approved.

RESOLVED FURTHER, that when and as received from the Minnesota Secretary of State, the original Articles of Incorporation and the Certificate of Incorporation shall be inserted in the corporation's minute book and made a permanent part of its records.

2. Bylaws

RESOLVED, that the form of Bylaws reviewed by the undersigned are adopted as the Bylaws of this corporation; and the Secretary of this corporation, following election to office, shall certify to such adoption as of this date.

RESOLVED FURTHER, that the certified original of the Bylaws shall be inserted in the corporation's minute book and made a permanent part of its records.

3. Rules

RESOLVED, that the Rules and Regulations, reviewed by the undersigned are adopted as the Rules and Regulations of this corporation; and the Secretary of this corporation, following election to office, shall certify to such adoption as of this date.

RESOLVED FURTHER, that a copy of the Rules and Regulations shall be made a permanent part of the corporation's records.

4. Officers

RESOLVED, that all formalities pertaining to the nomination and election of the corporation's officers are waived and the following person is elected to the position(s) set forth after his or her name, to hold such position(s) until the election and qualification of his or her successors or until his or her earlier death, resignation, removal or disqualification:

Name	Title(s)
Lindsey Cartwright	President
Gerald L. Bauer	Secretary
Gerald L. Bauer	Treasurer

RESOLVED FURTHER, that all actions of the above named individuals previously taken on behalf of this corporation in anticipation of election as officers of this corporation are ratified, confirmed and approved.

5. Organizational Expenditures

RESOLVED, that the officers of this corporation are authorized to pay all charges and expenses arising out of the organization of this corporation and to reimburse any persons who have made any disbursements therefor.

6. Banking

RESOLVED, that the resolutions appearing upon the certificate of resolutions form provided by the bank designated as this corporation's depository, a copy of which is attached, are adopted, and each of the persons named therein are authorized and empowered to sign checks and other orders for withdrawals of funds and to take such other actions as are in accordance with the terms of such resolutions.

Dated and effective as of _____.

Lindsey Cartwright

Gerald L. Bauer

Gerald L. Bauer



GOVE ACRES HOMEOWNERS' ASSOCIATION

Rules and Regulations



MARCH 2, 2021

PREFERRED CHOICE HOMES
247 Buckwheat Avenue, Windom, MN 56101

I. Rules and Regulations

Common Areas

1. **Clubhouse** may be use by homeowners and their guests with pre-arrangements required with management.
2. **The walking path** is for public use.
3. **Loud activities** are strictly forbidden. (parties, music, cars etc.)
4. **Conduct:** Homeowners are responsible for the conduct of themselves, children, and guests. Residents and guests that exhibit unacceptable behavior, (unacceptable behavior will be considered to be any act, action or display that threatens the health, safety or security of another person and/or property) will have the police promptly called, arrest made if necessary and legal action taken against the offender.
5. **Local Ordinances:** All residents, children, and/or their guests are required to abide by local ordinance (City of Windom) governing curfew.
6. There shall be no throwing of stones or other items into the ponds.
7. No ice skating, sledding, on the pond by Homeowners, residents, or guests will be permitted. The Association also prohibits walking across the ice during winter months. Any person doing so will be responsible for his/her own risk and will be responsible for the consequences.
8. **Litter:** Residents, and their guests will not discharge refuse, litter, debris, or other objects onto common areas, or into the pond, or sewers at any time. Those residents, or guests found discharging refuse, litter, debris, or other objects are subject to fines.
9. **Storage** of any kind is expressly prohibited on or in any Common Areas.
- 10.No toys, recreation equipment, bicycles, lawn chairs or other personal property shall be stored on the Common Areas.
- 11.No plant or wildlife is to be put into the ponds without Association approval. Any additional trees, shrubs, or plantings to Common Area must be approved by the Association.
- 12.Discharging of any water, sump pump water or any other waters into the wetland, pond, or walking/bike path is prohibited. Homeowners may be fined and charged for any clean up or damage done to the wetlands, pond, or walking/bike path.
- 13.**Fences:** Homeowners may not enclose any portion of the Common Area with a fence or other boundary.
- 14.Bike riding is permitted on bike/walk path, street, or sidewalks only. No riding of bikes is allowed on common area grass or wetlands.
- 15.**Composting:** No trash, lawn waste material including weeds, grass clipping, branches, rocks, or dirt, is to be disposed of or left on any common area including wetlands. Homeowners' may be fined and charged for any clean up or damage done to the wetlands, pond, or walking/bike path.
16. **The speed limit** in the development is 20mph or less.

17. **Street parking** is not allowed between the hours of 11:00p.m. and 7:00 a.m. When street parking is allowed, the vehicle must allow room for emergency vehicles to pass.

Personal Property

1. **Unit exterior color-** (walls, trim, shingles) will be determined from a choice of six wall colors, three trim colors, and three shingle colors presented by management.
2. **Unit design is controlled by management-** Any modification to the property must be approved by management.
3. **Antenna and Satellite Dishes/Receivers** - Only one antenna or two satellite dishes are permitted on each home.
4. **Basketball Hoops** - Basketball hoops are permitted if they are portable basketball hoops. Garage or wall mounted types of basketball hoops are not permitted. Basketball hoops must always be properly maintained with no visible rust, torn nets, missing or broken backs.
5. **Exterior maintenance** is required, and an annual exterior inspection of each property will occur.
6. **Contractor Working Hours** - Residents who employ contractors to perform services shall not allow performances of such services weekdays before 7 am. and weekends before 8 am. All such contracts services must terminate each evening no later than dusk. Contract services include but are not limited to general construction activities, lawn maintenance and automobile repairs services. Snow plowing, snow removal and emergency repairs to home are excluded.
7. **No trailer parking** is allowed for more than 24 hours.
8. **No more than two vehicles** may be parked in any unit's driveway or lot.
9. **Exterior** - The exterior of the dwelling must be kept in good repair. No excessive peeling paint, rotting wood, missing wood, missing shingles, lose or missing siding, mold or mildew showing on home, torn screens, hanging shutters, dented garage doors, or broken windows or doors.
 - If necessary, the Association will send written notice declaring the property unsightly and will give the homeowner a reasonable length of time to make repairs.
 - If the repairs are not completed in a timely manner, written notice will be sent by the association and the association will issue fines each month until the work is completed.
 - All plantings must be done with the approval of the management.
10. **Fences** - All fences must be approved by the Association before being installed as stated in the Gove Acres Governing Documents.
 - No fencing shall be installed in the front yard of any Lot.
 - Fencing may be installed in the back yard of a Lot so long as such fencing is no taller than 48".

- An access gate must be provided in the rear yard fence. Fences may not impede any part of the walking path.
 - Homeowners must submit a Fence Application and Sketch to the *City of Windom*.
11. **Firewood** - Fire wood may not be stored in front or on the sides of homes. All firewood must be stored in owner's garage or back yard.
12. **Garbage, Recycling and Yard Waste** - All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate.
- Between weekly scheduled pickups, all garbage cans, recycle bins and landscape waste and other similar material should be stored in your garage.
 - Seasonal tree and bush scraps that are too large for regular waste pickup may be stored no longer than thirty days in the rear of your home.
 - Garbage/garbage containers and recycling containers must be hidden from view from the street.
 - For scheduled pickup days, containers may not be put out to the curb until 3:00 PM the night before collection and all empty containers are to be removed and stored away by dusk on the day of collection.
13. **Homeowner Information** -All Homeowners are required to complete an Owner Information Sheet (Exhibit A) for the association's files. This information is for association and management company use only. Any homeowner who fails to provide the information will have violated the terms of these rules and may be subject to fines. This information will be requested and must be provided annually to the association and/or management company. However, the association and/or management company may request this information at any time upon notice to the Homeowner.
14. **Lawns**
- Lawns will be regularly maintained by the Association.
 - It is the responsibly of Homeowners who have fences to keep the grass trimmed on both sides of their fence. This also includes all Homeowners whose property backs up to common areas. Grass along fence must be kept trimmed.
 - Homeowner' are also responsible for maintaining a mostly weed free lawn.
15. **Lighting and Holiday Decorations** - Holiday lights and decorations may be displayed from November 1st through February 15th. The takedown date may be extended at the sole discretion of the Association in response to the weather conditions. Lights and decorations for holidays falling outside of the above date may be displayed for two weeks prior to the holiday to one week after.
16. **Mailboxes** – Gang mailboxes will be installed at the clubhouse. Individual mailboxes will not be allowed at the resident's home.
17. **Businesses** – You may not run a business from your home that will generate street traffic.
18. **Pets** — No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Dwelling or in the Property, except that up to two (2) total dogs, cats, or other usual household pets may be kept in Dwellings, subject to Governing

Documents, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet kept in violation of Governing Documents or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) days' written notice from the Association.

- If a pet defecates on any landscaping, common area, or private property of another owner, the pet owner is responsible and must clean up after the pet immediately. The City of Windom has an ordinance regarding pet excrements.
- Homeowners whose property backs up to common area must remove their pets defecates immediately and not allow it to remain on the common areas at any time.
- All pets must be leashed or contained while outdoors and on any Common Area. Pets are not to be left out unattended to stray off property. No pets may be tied up on Common Area.

19. Sheds - All sheds must be built in accordance with all Windom ordinances. A permit from the City of Windom is needed to install a shed on your property.

- No shed may be larger than 8'x10' and 8' in height.
- Sheds must always be kept in good repairs. This includes painting, repairing/replacing any rotting/missing wood or damaged/missing shingles.
- Sheds may only be place in the backyard.

20. Storage of Items - No items may be stored on the side of home.

21. Trees and Bushes - Must be trimmed of dead branches.

22. Yard Maintenance - Property must be regularly cleared of trash and debris. Prairie lawns are not allowed.

Exhibits:

- Exhibit A: Gove Acres Homeowners' Association Owner Emergency Information Sheet

We the undersigned agree to the Rules and Regulations of Gove Acres Homeowners' Association:

Preferred Choice Homes, LLC

Gerald L. Bauer

Lindsey A. Cartwright

Homeowner of Gove Acres

Name

Name

Address

City/State



RESTRICTIVE COVENANTS

Gove Acres Exhibit B



MARCH 16, 2021
PREFERRED CHOICE HOMES - 1912 BUD RD.
Windom, MN 56101

I. Rules and Regulations

Common Areas

1. **Clubhouse** may be use by houseowners and their guests with pre-arrangements required with management.
2. **The walking path** is for public use.
3. **Loud activities** are strictly forbidden. (parties, music, cars etc.)
4. **Conduct:** Homeowners are responsible for the conduct of themselves, children, and guests. Residents and guests that exhibit unacceptable behavior, (unacceptable behavior will be any act, action or display that threatens the health, safety or security of another person and/or property) will have the police promptly called, arrest made if necessary and legal action taken against the offender.
5. **Local Ordinances:** All residents, children, and/or their guests are required to abide by local ordinance (City of Windom) governing curfew.
6. There shall be no throwing of stones or other items into the ponds.
7. No ice skating, sledding, on the pond by Homeowners', residents, or guests will be permitted. The Association also prohibits walking across the ice during winter months. Any person doing so will be responsible for his/her own risk and will be responsible for the consequences.
8. **Litter:** Residents, and their guests will not discharge refuse, litter, debris, or other objects onto common areas, or into the pond, or sewers at any time. Those residents, or guests found discharging refuse, litter, debris, or other objects are subject to fines.
9. **Storage** of any kind is expressly prohibited on or in any Common Areas.
10. No toys, recreation equipment, bicycles, lawn chairs or other personal property shall be stored on the Common Areas.
11. No plant or wildlife is to be put into the ponds without **GAHOA** approval. Any additional trees, shrubs, or plantings to Common Area must be approved by **GAHOA**.
12. Discharging of any water, sump pump water or any other waters into the wetland, pond, or walking/bike path is prohibited. Homeowners' may be fined and charged for any clean up or damage done to the wetlands, pond, or walking/bike path.
13. **Fences:** Homeowners' may not enclose any portion of the Common Area with a fence or other boundary.
14. Bike riding is permitted on bike/walk path, street, or sidewalks only. No riding of bikes is allowed on common area grass or wetlands.
15. **Composting:** No trash, lawn waste material including weeds, grass clipping, branches, rocks, or dirt, is to be disposed of or left on any common area including wetlands. Homeowners' may be fined and charged for any clean up or damage done to the wetlands, pond, or walking/bike path.
16. **The speed limit** in the development is 20mph or less.
17. **Street parking** is not allowed Vehicles must allow room for emergency vehicles to pass.

Personal Property

1. **Unit exterior color-** (walls, trim, shingles) will be determined from a choice of six wall colors, three trim colors, and three shingle colors presented by management.
2. **Unit design is controlled by management-** Any modification to the property must be approved by management.
3. **Antenna and Satellite Dishes/Receivers** - Only one antenna or two satellite dishes are permitted on each home.
4. **Basketball Hoops** - Basketball hoops are permitted if they are portable basketball hoops. Garage or wall mounted types of basketball hoops are not permitted. Basketball hoops must always be properly maintained with no visible rust, torn nets, missing or broken backs.
5. **Exterior maintenance** is required, and an annual exterior inspection of each property will occur.
6. **Contractor Working Hours** - Residents who employ contractors to perform services shall not allow performances of such services weekdays before 7 am. and weekends before 8 am. All such contracts' services must terminate each evening no later than dusk. Contract services include but are not limited to general construction activities, lawn maintenance and automobile repairs services. Snow plowing, snow removal and emergency repairs to home are excluded.
7. **No trailer parking** is allowed for more than 24 hours.
8. **No more than two vehicles** may be parked in any unit's driveway or lot.
9. **Exterior** - The exterior of the dwelling must be kept in good repair. No excessive peeling paint, rotting wood, missing wood, missing shingles, loose or missing siding, mold or mildew showing on home, torn screens, hanging shutters, dented garage doors, or broken windows or doors.
 - If necessary, the Association will send written notice declaring the property unsightly and will give the homeowner a reasonable length of time to make repairs.
 - If the repairs are not completed in a timely manner, written notice will be sent by the association and the association will issue fines each month until the work is completed.
 - All plantings must be done with the approval of the management.
10. **Fences** - All fences must be approved by the **GAHOA** before being installed as stated in the Gove Acres Governing Documents.
 - No fencing shall be installed in the front yard of any Lot.
 - Fencing may be installed in the back yard of a Lot so long as such fencing is no taller than 48".
 - An access gate must be provided in the rear yard fence. Fences may not impede any part of the walking path.

- Homeowners' must submit a Fence Application and Sketch to the *City of Windom*.

11. **Firewood** - Fire wood may not be stored in front or on the sides of homes. All firewood must be stored in owner's garage or back yard.

12. **Garbage, Recycling and Yard Waste** - All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate.

- Between weekly scheduled pickups, all garbage cans, recycle bins and landscape waste and other similar material should be stored out of site from the street.
- Seasonal tree and bush scraps that are too large for regular waste pickup may be stored no longer than thirty days in the rear of your home.
- Garbage/garbage containers and recycling containers must be hidden from view from the street.
- For scheduled pickup days, containers may not be put out to the curb until 3:00 PM the night before collection and all empty containers are to be removed and stored away by dusk on the day of collection.

13. **Homeowner Information** -All Homeowners are required to complete an Owner Information Sheet (Exhibit A) for the association's files. This information is for association and management company use only. Any homeowner who fails to provide the information will have violated the terms of these rules and may be subject to fines. This information will be requested and must be provided annually to the association and/or management company. However, the association and/or management company may request this information at any time upon notice to the Homeowner.

14. **Lawns**

- Lawns will be regularly maintained by *GAHOA and PCH*.
- It is the responsibly of Homeowners' who have fences to keep the grass trimmed on both sides of their fence. This also includes all Homeowners' who property backs up to common areas. Grass along fence must be kept trimmed.
- Homeowners are also responsible for maintaining a mostly weed free lawn.

15. **Lighting and Holiday Decorations** - Holiday lights and decorations may be displayed from November 1 through February 15th. The takedown date may be extended at the sole discretion of the **PCH** in response to the weather conditions. Lights and decorations for holidays falling outside of the above date may be displayed for two weeks prior to the holiday to one week after.

16. **Mailboxes** – Gang mailboxes will be installed at the clubhouse. Individual mailboxes will not be allowed at the resident's home.

17. **Businesses**- You may not run a business from your home that will generate street traffic.

18. **Pets** — No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Dwelling or in the Property, except that up to two (2) total dogs, cats, or other usual household pets may be kept in Dwellings, subject to Governing Documents, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet kept in violation of Governing Documents or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) days' written notice from the **GAHOA**.

- If a pet defecates on any landscaping, common area, or private property of another owner, the pet owner is responsible and must clean up after the pet immediately. The City of Windom has an ordinance regarding pet excrements.
- Homeowners' whose property back up to common area must remove their pets defecates immediately and not allow it to remain on the common areas at any time.
- All pets must be leashed or contained while outdoors and on any Common Area. Pets are not to be left out unattended to stray off property. No pets may be tied up on Common Area.

19. **Sheds** - All sheds must be built in accordance with all Windom ordinances. A permit from the City of Windom is needed to install a shed on your property.

- No shed may be larger than 8'x10' and 8' in height.
- Sheds must always be kept in good repairs. This includes painting, repairing/replacing any rotting/missing wood or damaged/missing shingles.
- Sheds may only be place in the backyard.

20. **Storage of Items** - No items may be stored on the side of home.

21. **Trees and Bushes** - Must be trimmed of dead branches.

22. **Yard Maintenance** - Property must be regularly cleared of trash and debris. Prairie lawns are not allowed.

Exhibits:

➤Exhibit A: Gove Acres Homeowners' Association Owner Emergency Information Sheet

We the undersigned agree to the Rules and Regulations of Gove Acres Homeowners' Association:

Preferred Choice Homes, LLC Homeowner of Gove Acres

Gerald L. Bauer

Name

Lindsey A. Cartwright

Name

Date _____

Address

City/State

EXHIBIT A

GOVE ACRES EMERGENCY CONTACT INFORMATION

Please return your form to:

Preferred Choice Homes, LLC

Jerry Bauer
247 Buckwheat Avenue
Windom, MN 56101
jerbauer@windomnet.com
Fax 507-831-0111

Owner's Name(s): _____

Additional Occupants: _____

(Names): _____

Address: _____

Email: _____

Would you like to receive the Gove Acres Newsletter and other information that the board would be sending out electronically? **Yes** or **No**

Phone Numbers:

Home: _____

Work: _____

Cell: _____

Emergency Contact: _____

Name: Relationship: _____

Contact Phone: _____

*This above information will not be shared or used for any purpose other than for
Gove Acres Homeowners' Association business.*

ORDINANCE NO. 189, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, AMENDING CITY CODE CHAPTER 96 "ABANDONED, UNCLAIMED, EXCESS PROPERTY".

**THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES ORDAIN:
TO REVISE CHAPTER 96: "ABANDONED, UNCLAIMED, EXCESS PROPERTY" BY
REPLACING THE EXISTING SECTIONS 96.72 "SURPLUS PROPERTY/EQUIPMENT
WITH A TOTAL ESTIMATED VALUE OF LESS THAN \$1,000" AND 96.73 SURPLUS
PROPERTY/EQUIPMENT WITH A TOTAL ESTIMATED VALUE OVER \$1,000 WITH THE
FOLLOWING:**

**§ 96.72 SURPLUS PROPERTY/EQUIPMENT WITH A TOTAL ESTIMATED VALUE OF
LESS THAN \$5,000.**

The City Administrator may sell surplus property/equipment with a total value of less than \$5,000 through negotiated sale.
(Ord. 166, 2nd Series, passed 9-5-2017)

**§ 96.73 SURPLUS PROPERTY/EQUIPMENT WITH A TOTAL ESTIMATED VALUE OVER
\$5,000.**

The City Administrator shall offer for public sale, to the highest bidder, surplus property/equipment with a total estimated value over \$5,000. Notice of the public sale shall be given stating time and place of sale and generally describing property/equipment to be sold at least ten days prior to the date of sale by publication once in the official newspaper. The sale shall be to the person submitting the highest bid.
(Ord. 166, 2nd Series, passed 9-5-2017)

**ALL OTHER PROVISIONS OF CHAPTER 96: "ABANDONED, UNCLAIMED,
EXCESS PROPERTY" SHALL REMAIN IN FULL FORCE AND EFFECT.**

EFFECTIVE DATE OF ORDINANCE. This ordinance becomes effective from and after its passage and publication.

Adopted by the City Council of the City of Windom, Minnesota, this 6th day of April, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

1st Reading: March 16, 2021
2nd Reading: April 6, 2021
Adoption: April 6, 2021
Published: April 14, 2021

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Mayor Dominic Jones
DATE: April 1, 2021
RE: Mayor Appointment to the Hospital Board
DEPT: Mayor/Council
CONTACT: Mayor Dominic Jones

Recommendations/Options/Action Requested

Recommendation from the Mayor to the City Council for approval of the following appointment to the Hospital Board.

Issue Summary/Background

Hospital Board

Ann Bartelt

Term Expires

4/30/24

Fiscal Impact

None.

Attachments

None.

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Spencer Winzenried, Community Center Director
DATE: 3/31/21
RE: Community Center Custodian
DEPT: Community Center
CONTACT: Spencer Winzenried Spencer.Winzenried@windommn.com

Recommendations/Options/Action Requested

The Community Center Director recommends the hiring of Edward Berger. He will start at grade 6 and the pay at this grade is \$15.79.

Issue Summary/Background

The third fulltime position has been vacant. With the upcoming schedule, we will need this position filled. This would give us a little more of a cushion and the ability to rotate some of the weekend work around.

Fiscal Impact

This position is budgeted for annually.

Attachments

1. None

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: Steve Nasby and the City Council
FROM: Brian Cooley, Street and Parks Superintendent
DATE: April 2, 2021
RE: 2021 Seasonal Hire
DEPT: Street & Parks Department
CONTACT: Brian.Cooley@windimn.com

Recommendations/Options/Action Requested

I would like to recommend to the City Council to hire, Noah Kloss and Ken Derickson as seasonal workers for this spring and summer. Noah and Ken's starting date will be on May 2021.

Part-time Seasonal Pay Rates

Noah Kloss- \$12.50

Ken Derickson- 13.25

Issue Summary/Background

Ken has worked for the Street and Parks Department for five years now and this will be Noah's third year. We will be hiring one additional person at a later date.

Fiscal Impact

The Street and Parks Department has three seasonal workers budgeted for 2021.

Attachments

None



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

March 26, 2021

Via Email

City of Windom
444 9th Street
PO Box 38
Windom, MN 56101-0038

RE: Payment Request No. 2
Construction of Municipal Well No. 11
Windom, Minnesota
Project No. M28.121625

Attn: Steve Nasby, City Administrator

Dear Mayor and Council Members:

Please find attached Application for Payment No. 2 from Mineral Service Plus, LLC for the work completed to date for the construction of Municipal Well No. 11. We reviewed this application and find it acceptable for payment. We recommend making the payment of \$51,909.90. Please sign the first page of the application, forward copy along with the payment to Mineral Service Plus, a copy to me, and keep one copy for your records.

Sincerely,

Bolton & Menk, Inc.

R. Kelly Yahnke
Project Manager

RKY

Enclosure

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:
City of Windom
444 9th St.
Windom, MN 56101
FROM CONTRACTOR:
Mineral Service Plus
16409 371st Avenue
Green Isle, MN 55338

PROJECT:
Construction of Municipal Well No. 11
Lakeview Ave.
Windom, MN 56101
VIA ARCHITECT:
Bolton & Menk, Inc.
1960 Premier Dr.
Mankato, MN 56001

APPLICATION #: 2
PERIOD TO: 03/25/21
PROJECT NOS: M28.121625
CONTRACT DATE: 10/28/20

Distribution to:
☐ Owner
☐ Const. Mgr
☒ Architect
☐ Contractor

CONTRACT FOR: Construction of Municipal Well No. 11

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM----- \$ 139,974.00
2. Net change by Change Orders----- \$
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 139,974.00
4. TOTAL COMPLETED & STORED TO DATE-\$ 76,692.00
(Column G on Continuation Sheet)
5. RETAINAGE:
a. 5.0% of Completed Work \$ 3,834.60
(Columns D+E on Continuation Sheet)
b. 5.0% of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or
Total in Column 1 of Continuation Sheet----- \$ 3,834.60
6. TOTAL EARNED LESS RETAINAGE----- \$ 72,857.40
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 20,947.50
8. CURRENT PAYMENT DUE----- \$ 51,909.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 67,116.60

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

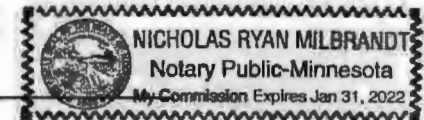
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: Hay A. Sule Date: 3/25/21

State of: Minnesota
County of: Sibley

Subscribed and sworn to before
me this 25th day of March



Notary Public: Nicholas R. Milbrandt
My Commission expires: 01/31/22

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED----- \$ 51,909.90

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

ARCHITECT:

By: R. Kelly Yuhke Date: 03-26-2021

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

City:

By: _____ Date: _____

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

Construction of Municipal Well No. 11

Lakeview Ave.

Windom, MN 56101

Page 2 of 2 Pages

APPLICATION NUMBER:

APPLICATION DATE: 03/25/21

PERIOD TO: 25-Mar-21

ARCHITECT'S PROJECT NO: M28.121625

A Item No.	B Description of Work	Est. Qty	Unit Price	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
					From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Mob/demob, clean up sit	1	21400	21,400.00	10,700.00	4,280.00		14,980.00	70%	6,420.00	749.00
2	Drill 6" pilot hole	125	26	3,250.00	3,250.00			3,250.00	100%		162.50
3	Drill 14" dia. (nominal) open hole	105	55	5,775.00		5,775.00		5,775.00	100%		288.75
4	F&I 10" dia. Casing	105	40	4,200.00	2,100.00	2,100.00		4,200.00	100%		210.00
5	Grout	5	450	2,250.00		900.00		900.00	40%	1,350.00	45.00
6	F&I 10" telescoping size screen & raise										
7	the casing to expose 20 LF. of screen	25	192	4,800.00	3,600.00	48.00		3,648.00	76%	1,152.00	182.40
8	Gravel Pack	3	1000	3,000.00	2,400.00			2,400.00	80%	600.00	120.00
9	Furnish, install, remove well										
10	development equipment	1	3200	3,200.00		3,200.00		3,200.00	100%		160.00
11	Well development	60	275	16,500.00		16,500.00		16,500.00	100%		825.00
12	Furnish, install, remove test pump										
13	with discharge pipe	1	3000	3,000.00		3,000.00		3,000.00	100%		150.00
14	Test pumping	36	195	7,020.00		3,900.00		3,900.00	56%	3,120.00	195.00
15	Water analysis	1	1579	1,579.00		1,579.00		1,579.00	100%		78.95
16	Video recording	1	1850	1,850.00						1,850.00	
17	Gamma log	1	1850	1,850.00						1,850.00	
18	F&I 15 hp submersible well pump	1	10900	10,900.00						10,900.00	
19	F&I pitless unit	1	16700	16,700.00		13,360.00		13,360.00	80%	3,340.00	668.00
20	Site work including compacted class 5										
21	aggregate, concrete pad with woven										
22	wire reinforcement	1	1800	1,800.00						1,800.00	
23	Site piping as specified	1	9100	9,100.00						9,100.00	
24	Base bid electrical work as specified	1	4300	4,300.00						4,300.00	
25	Seal & abandon well #5 as specified	1	4000	4,000.00						4,000.00	
26	Construction allowance	1	10000	10,000.00						10,000.00	
27	F&I 50 amp rated VFD in lieu of using										
28	existing size 3 starter	1	3500	3,500.00						3,500.00	
	SUBTOTALS PAGE 2			139,974.00	22,050.00	54,642.00		76,692.00	55%	63,282.00	3,834.60

**Mineral Service Plus, LLC**16409 371st Ave
Green Isle, MN 55338

320-238-0195

accounting@mineralserviceplus.com

INVOICE**DATE:** 3/25/2021**INVOICE #:** 6223-2**BILL TO:**City of Windom
449 9th St.
PO Box 38
Windom, MN 56101-0038**JOB SITE ADDRESS:**City of Windom
Well #11
Windom, MN**JOB #:** 6223-Windom/Well #11**JOB DESCRIPTION:** New well #11

DESCRIPTION	QUANTITY	RATE	AMOUNT
Mob/demob, site clean up	0.2	21,400.00	4,280.00
Drill 14" dia. (nominal) open hole	105	55.00	5,775.00
F&I 10" dia. casing	52.5	40.00	2,100.00
Grout	2	450.00	900.00
F&I 10" telescoping size screen & raise the casing to expose 20 LF. of screen	0.25	192.00	48.00
Furnish, install, remove well development equipment	1	3,200.00	3,200.00
Well development	60	275.00	16,500.00
Furnish, install, remove test pump with discharge pipe	1	3,000.00	3,000.00
Test pumping	20	195.00	3,900.00
Water analysis	1	1,579.00	1,579.00
F&I pitless unit	0.8	16,700.00	13,360.00

Payment Due Upon Receipt Of Invoice.
Thank You For Your Business!**INVOICE TOTAL:** \$54,642.00**PAYMENTS:** \$0.00**BALANCE DUE:** \$54,642.00

Flexible Pipe Tool Company

22606 186th Avenue
Cold Spring MN 56320

(320) 597-7552

DATE	INVOICE #
3/29/2021	26003

www.flexiblepipetoolco.com

BILL TO

City of Windom
City Hall
PO Box 38
Windom, MN 56101-0038

SHIP TO

City of Windom
Public Works
400 S Drake Avenue
Windom, MN 56101

P.O. NO.	TERMS	DUE DATE	REP	SHIP DATE	SHIP VIA
Glenn Lund	Net 30	4/28/2021	Bill	3/24/2021	

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
1	Equipment - New	2020 Sewer Equipment 800HPR Eco Truck Mounted Jetter WO-8719 Mounted on 2021 Freightliner M2 350hp Chassis VIN #: 3ALACYD22MDMS6974 Quoted on June 22, 2020 Priced per MN State Contract # 175300	156,542.00	156,542.00
	Trade-in	2001 Sewer Equipment Truck Jet	-40,000.00	-40,000.00
		SUBTOTAL		116,542.00
		Minnesota Vehicle Sales Tax (6.5%)	5,415.74	5,415.74
	License Fees	Title Registration/Transfer	40.00	40.00
	Administration F...	Minnesota Dealer Administration Fees	100.00	100.00
602-16440 PA 3-30-21				Hold for Council approval

Thank you for your business.

Total \$122,097.74

Balance Due \$122,097.74

We impose a surcharge of 3% on all credit card payments. Credit Card information is accepted via PHONE or FAX ONLY.
A finance charge of 1.5% per month (18% annually) may be charged on all past due balances.