Council Meeting
Tuesday, February 2, 2021
City Council Chamber
6:30 p.m.
AGENDA

Call to Order
Pledge of Allegiance

1. At-Large City Council Seat Appointment
   - Oath of Office

2. Consent Agenda
   - Minutes
     - Council Minutes – January19, 2021
     - Library Board – January 12, 2021
   - Regular Bills

3. Department Heads

4. Lions Club – Pending Donation Announcement

5. First Reading Ordinance No. 188, 2nd Series – Ordinance Modifying Sections of City Code

6. Guardian Inn – Conditional Use Modification Request

7. Cottonwood County Housing Tax Abatement Program Modification

8. Resolution Approving Amendments to the Fees and Charges Schedule

9. Airport – SEH Engineering Proposal – 2021 Joint & Crack Repair

10. Personnel
    - Hiring Recommendations
      - Part-Time Administrative Assistant
      - Street/Park Maintenance
      - Finance Director/Controller

11. Additional 2021 Mayor Appointments & Reappointments
    - Boards & Commission

12. New Business

13. Old Business

14. Contractor Payment
    - Gridor Construction Inc. – WWTF Improvement Project #27 - $32,250.00

15. Council Comments

16. Adjourn

MEMORANDUM

CITY OF WINDOM
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Windom, MN 56101
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TO: City Council
FROM: Mayor Dominic Jones
DATE: January 28, 2021
RE: Appointment to Unexpired Term for At-large City Council Member

At the January 5, 2021 City Council meeting a vacancy was declared upon the resignation of JoAnn Ray from the At-large City Council seat. The City Council concurred that an appointment be made, as there is less than two years left in the unexpired term.

To fill the position through appointment the City Council agreed with a solicitation of letters of interest from members of the community. Those letters of interest were due on January 22nd of which I received three.

After reviewing the letters of interest and qualifications of these three individuals I am recommending the appointment of Jayesun Sherman. Mr. Sherman formerly served as a City Council member and has a good base of knowledge to enable him to get acclimated quickly. This recommendation was recently shared with the Personnel Committee.

Preliminary

Regular Council Meeting
City Hall, Council Chamber
January 19, 2021
6:30 p.m.

1. Call to Order:

   The meeting was called to order by Mayor Jones

2. Roll Call:

Council Present:	Roll Call: Mayor Dominic Jones, Marv Grunig, Jenny Quade and James Nelson
Council Absent:	Jacqueline Schmidt
City Staff Present:	Steve Nasby, City Administrator; Drew Hage, Development Director; Ben Derickson, Fire Chief; Scott Peterson, Police Chief and Andy Spielman, Building & Zoning Official

3. Pledge of Allegiance

5. Consent Agenda:

   - Minutes
     - Council Minutes – January 5, 2021
     - HRA – December 9, 2020
     - Telecom Commission – December 28, 2020
     - EDA – January 11, 2021
     - Planning Commission – January 12, 2021
     - Park & Recreation Commission – January 13, 2021
   - Regular Bills

   Motion by Grunig second by Nelson approving the Consent Agenda. Motion carried 3 – 0.

6. Department Heads:

   Ben Derickson, Fire Chief, updated the Council on truck repairs. Unit #22 had repairs done locally and the manufacturer will cover the cost as it is under warranty. Unit #21 had the steering and gearbox replaced. Derickson said there are four recruits taking the Firefighter I and Firefighter II classes.

   Jones said the Live Barn Media request to live stream games and activities at the City Arena is currently being reviewed by the City Attorney. The item will be discussed at a future meeting.

7. Donation – Fire Department – Luana Graf:

   Council Member Quade introduced the Resolution No. 2021-7, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM LUANA GRAF FOR THE WINDOM FIRE DEPARTMENT" and moved its adoption. The Resolution was seconded

by Grunig and on roll call vote: Aye: Grunig, Nelson and Quade. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 3 - 0.

8. Planning Commission Recommendation – PUD 1955 First Avenue – Guardian Inn:

   Andy Spielman, Building & Zoning Official, overviewed the proposed Planned Unit Development (PUD) located at 1955 First Avenue. The applicants are proposing to convert the existing hotel into 37 apartments with garages and storage. The conditional use permit has been approved to allow a PUD in a B-2 Highway Business District. The Planning Commission has reviewed the Final Stage Plan submitted by the Developer and is recommending approval with conditions; Southern fence placement, title transfer by February 15, 2021 and completion of the Residential Planned Unit Development as proposed in the CUP/PUD. Spielman stated some minor changes were made in the final plan such as garage placement and storage areas, but the overall concept remains similar. The remodel would begin in late 2021 and be completed within 12 months. Significant work has to be done, so they plan on vacating all buildings to complete the remodel. If Council approves the Final Stage Plan tonight, the CUP states work must begin within 12 months, however, Council can extend the time period up to one year if warranted. Council may also choose to revoke the PUD if no progress is made as required.

   Motion by Quade second by Grunig to approve the Final Stage Planned Unit Development for 1955 1st Avenue including the changes made for the final plans. Motion carried 3 – 0.

9. Resolution Authorizing DEED Redevelopment Grant Application:

   Drew Hage, Development Director, revisited the Cemstone Redevelopment Area grant request to complete site demolition and grading. DEED has released more funding that can pay up to 50% of the redevelopment costs for a project. The demolition estimate is $424,905 to be covered 100% by the grant as the City's match could include property acquisition, site improvements and infrastructure to be repaid with tax increment within the district. Phase I of the project would comprise of four lake lots, a back lot and 3.3 acres along Cottonwood Lake Drive.

   Council Member Grunig introduced the Resolution No. 2021-8, entitled "RESOLUTION AUTHORIZING SUBMISSION OF REDEVELOPMENT GRANT APPLICATION" and moved its adoption. The Resolution was seconded by Quade and on roll call vote: Aye: Quade, Nelson and Grunig. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 3 - 0.

10. Tax Abatement Update – Guardian Inn & Gove Acres:

    Guardian Inn:
    Hage presented a request for Council to consider a remodel of existing building(s) into new housing unit(s) as an eligible project type for Cottonwood County Housing Tax Abatement Program. The Guardian Inn's property tax reduction from Commercial to Residential class drops the taxes to $26,043. The developer would like to freeze that amount for a period of time as they improve the property to residential units. The abatement would only apply to the improved value. Hage would like to take the consideration of remodeling existing properties back to the Cottonwood County Board so future developers would know that remodeling and conversion qualifies and can be considered on a case-by-case basis. The current Cottonwood County Housing

Tax Abatement Program allows for multi-family units to request abatement in excess of 5 years (evaluated case-by-case).

Grunig said this could be favorable for developers to consider other remodel projects to increase the housing supply. He would also be in favor of extending timeframes for multi-family units.

Nasby explained each application would be considered based on financial gap amounts. Three taxing jurisdictions would have to consider the abatement request.

Hage clarified any requests elongating the abatement timeframe more than five years would have to be evaluated with a proforma. By supporting this request, Cottonwood County may see other requests in the County to address housing needs.

Motion by Grunig second by Nelson to approve amending the Cottonwood County Housing Tax Abatement Program Guidelines to include remodeling existing building(s) into new housing units as an eligible project for tax abatement. Motion carried 3 – 0.

Gove Acres:
Hage asked Council to consider options to potentially help fill a funding gap of $90,000 in infrastructure costs for the proposed Gove Acres project. Proposed options included extending the abatement for an additional three years to help establish street and utility services. Hage reported the County Board was not in favor of this request.

Nelson said other funding sources should be explored as the City of Windom will eventually benefit with tax revenues in the future.

Council discussed a potential extension, but favored the five-year abatement in the current program. Staff was directed to explore other funding sources for the infrastructure gap.

11. Resolution – Liquor License Fees:

Nasby said Council direction was to draft a resolution reducing the Liquor License Fees for 2021. Bars\restaurants have had significant impacts from Governor Walz Executive Orders closing or limiting their businesses. The 50% reduction will be reimbursed based on the fees already paid.

Council Member Quade introduced the Resolution No. 2021-9, entitled "RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR LIQUOR LICENSES" and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Nelson, Grunig and Quade. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 3 - 0.

12. 2021 Part-time Wage Scale:

Nasby explained that Minnesota's minimum wage rate has increased and the wage scale for seasonal and part-time (non-union) employees be changed accordingly.

Motion by Grunig second by Nelson to approve the 2021 Wage Scale for Seasonal, Part-time (non-union) and Swimming Pool Employees as presented. Motion carried 3 – 0.

13. Clifton, Larson & Allen:

Nasby said the Letters of Engagement are required to perform a financial audit for City of Windom and the Economic Development Authority. The firm will also be filing the Annual Financial Reporting Form (RF) which is submitted to the State.

Grunig asked how many years this firm has been doing the City's audit and what is the best practice. Nasby replied that this firm has been engaged for about seven years and the League's guidelines for best practice is five years. He noted that the League still uses the same firm they have for a number of years so the five-year best practice is subjective. With the transition in Finance Director position it is good to keep the same firm this year for consistency.

Motion by Grunig second by Quade to approve the Letters of Engagement and authorizing Clifton, Larson & Allen to complete the City of Windom Audit and authorize submission of the Annual Financial Reporting Form. Motion carried 3 – 0.

Motion by Nelson second by Grunig to approve the Letters of Engagement for the Economic Development Authority Audit. Motion carried 3 – 0.

14. Additional 2021 Mayor Appointments & Reappointments:

Jones requested interested parties willing to serve on a Board or Commission to contact City Hall or himself. Also, he has received two letters of interest for the vacant Council Member At-Large Office. Any additional people interested in serving on the City Council should submit their letter by January 22nd.

15. New Business:

None.

16. Old Business:

Grunig asked when census numbers would be received. Nasby said time frames were not given, but he expects something in detail for Windom by 2022.

17. Council Comments:

Nasby reiterated the request for interested parties to fill vacancies on Boards/Commissions.

Jones reminded the public to be safe during snow emergencies and questioned the amount of tickets that were given during the recent emergency. Scott Peterson, Police Chief, replied that he is seeing improvements and people are using the designated lots downtown.

18. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 7:28 p.m.

____
Dominic Jones, Mayor

Attest: ______________________________
Steve Nasby, City Administrator

Windom Library Board Meeting

City of Windom Council Chamber

January 12, 2021

5:30 p.m.

1. Call to order: The meeting was called to order by Dawn Aamot

2. Roll Call: Members Present: Susan Ebeling, Anita Winkel, John Duscher, Steve Fresk, Kari Scheitel and Kathy Hiley

   Members Absent: Terri Jones

   Library Staff Present: Dawn Aamot

   City Council Member Present: None

3. Election of Officers: Steve Fresk moved that we elect John Duscher-chair, Steve Fresk-vice-chair and Kathy Hiley-recording secretary. Seconded by Anita Winkel. Motion passed.

4. Agenda and Minutes:

Motion by Anita Winkel and seconded by Steve Fresk to approve the agenda and the minutes.

5. Financial Report:

The Financial Report was unavailable. The board will approve it at the February meeting.

6. Librarian's Report:

Dawn reported the following:

The library remained open during December with the exception of the holiday weekends. The library closed early on December 23 due to blizzard conditions.

The library is continuing business as usual (Covid style). The staff has remained healthy and they have all said "yes" to receiving the vaccine when it becomes available to them. Patrons have expressed their appreciation that the library has remained open.

Nancy continues to offer Story Time on Tuesdays via Facebook.

Judith Hintze has generously donated $300 to the library. These dollars are undesignated and the donation has been approved by the city council. The donation will be added to the general budget.

Ancestory.com is now available to members of the Windom Library. During Covid restrictions, Dawn had hoped that Windom library patrons would be able to access Ancestory.com from their home computers. Unfortunately, this is not possible due to the library's server restrictions. Members can log onto the site in the library. This is a 2-year contract.

The Adult Winter Reading Program began on January 4 and will run through the end of March. Book logs are available at the library or at PlumCreekLibrary.org. Dawn has advertised this in the Shopper and a news release was given to the Citizen. As of today, 73 people have signed up.

The library has launched a make a "Winter/Snow Scene" contest. Small evergreen trees are given to contestants to design a scene at home. The contest is open to all ages. Pictures of their designs can be sent virtually to the library or they can bring their completed projects to the library for display. 18 trees have been distributed and 4 projects have been submitted at the library and 2 have been entered by sending pictures. The deadline for entry is February 1 and voting by library patrons will begin on February 3.

Dawn will attend a Plum Creek director's meeting via Zoom on Wednesday. Dawn stated that this is an excellent chance for exchanging of ideas. The new Plum Creek delivery truck is still being fitted for delivery of books. Two new drivers have been hired with a past driver working as a substitute as one of the new drivers recovers from injuries received in an accident. Deliveries take place twice a week and the orders have been large the last few months.

Sue asked about the status of the Hot Spots that can be checked out. Dawn said that 2 patrons have been constantly borrowing them with success. One Hot Spot has been taken out of circulation as it seems to be faulty.

Librarian's Report was approved on a motion by Sue Ebeling and seconded by Kari Scheitel.

7. Old Business:

A new librarian's desk has not been purchased for the main library. One of the library's cleaning staff painted the front of the children's library desk a festive lime green.

The new boiler is performing well and is inspected a couple of times per month.

8. New Business:

The state of Minnesota has allocated $3 million dollars for MN library construction projects. These dollars are available every 2 years. Dawn is still looking to the future for a new space for our library as the current building does not have room to host story times or library programs.

9. Book Suggestions:

10. Adjourn:

Meeting adjourned at 5:54p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

Windom, MN

Expense Approval Report
By Fund

Payment Dates 1/16/2021 - 1/29/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
RUSSELL MCCLOUD	16386-8	01/19/2021	REFUND - UTILITY STATEMENT	100-20191	22.76
JUANA SOLETA	32517-1	01/19/2021	REFUND - UTILITY STATEMENT	100-20191	10.11
GREGORY & LORI CROW	3847-9	01/19/2021	REFUND - UTILITY STATEMENT	100-20191	65.55
FRANCIS & LAVONNE FETT	54285-6	01/19/2021	REFUND - STATEMENT CREDIT	100-20191	22.17
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	100-20202	7,258.00
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	100-20202	36.46
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	100-20202	20,018.00
WINDOM COUNTRY CLUB	20210122	12/31/2020	LIQUOR LICENSE REFUND	100-32110	1,100.00
WINDSTREAM INNS LLC & SW	20210122	12/31/2020	LIQUOR LICENSE REFUND	100-32110	200.00
CHINA RESTAURANT	20210122	12/31/2020	LIQUOR LICENSE REFUND	100-32110	200.00
PLAZA JALISCO II	20210122	12/31/2020	LIQUOR LICENSE REFUND	100-32110	1,100.00
PHAT PHEASANT PUB, INC	20210122	12/31/2020	LIQUOR LICENSE REFUND	100-32110	1,100.00
DUFFY'S BAR & GRILL	20210122	12/31/2020	LIQUOR LICENSE REFUND	100-32110	1,100.00
RIVER CITY EATERY	20210122	12/31/2020	LIQUOR LICENSE REFUND	100-32110	200.00
					32,433.05
Activity: 41110 - Mayor & Council					
STRATEGIC INSIGHTS INC	21PLAN-IT-015	01/26/2021	LICENSE RENEWAL	100-41110-200	550.00
CONVENT. & VISITOR BUREAU	AMERICINN 1-25-21	12/31/2020	LODGING TAX - AMERIC INN	100-41110-491	1,796.64
CONVENT. & VISITOR BUREAU	GUARDIAN INN 1-25-21	12/31/2020	LODGING TAX - GUARDIAN IN	100-41110-491	489.51
CONVENT. & VISITOR BUREAU	RED CARPET 1-25-21	12/31/2020	LODGING TAX - RED CARPET I	100-41110-491	283.64
				Activity 41110 - Mayor & Council Total:	**3,119.79**
Activity: 41310 - Administration					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	100-41310-133	64.00
INDOFF, INC	3437984	01/22/2021	#218055 - CITY - SUPPLIES	100-41310-200	7.32
STOREY KENWORTHY	PINV870432	12/31/2020	#201601 - SUPPLIES	100-41310-200	51.49
CLIFTON-LARSON-ALLEN, LLP	2724020	01/27/2021	AUDIT SERVICES	100-41310-301	2,100.00
MN ENERGY RESOURCES	20210125	12/31/2020	BRUCE EARLEWINE - 0508310	100-41310-480	230.58
MN ENERGY RESOURCES	20210125	12/31/2020	BRUCE EARLEWINE - 0508310	100-41310-480	193.79
MN ENERGY RESOURCES	20210125	12/31/2020	BRUCE EARLEWINE - 0508310	100-41310-480	50.26
				Activity 41310 - Administration Total:	**2,697.44**
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	100-41910-133	24.00
INDOFF, INC	3437986	01/22/2021	#218055 - EDA - SUPPLIES	100-41910-200	2.65
CENTURY BUSINESS PRODUCT	549658	12/31/2020	#SF7308 - SUPPLIES	100-41910-200	22.53
				Activity 41910 - Building & Zoning Total:	**49.18**
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	100-41940-383	775.71
				Activity 41940 - City Hall Total:	**775.71**
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	100-42120-133	160.00
COTTONWOOD CO AUD/TREA	20210111	01/22/2021	RENT - DEPUTY ATTORNEY	100-42120-304	3,957.50
LEAGUE OF MN CITIES	334192	01/22/2021	TRAINING AND REGISTRATION	100-42120-308	900.00
ARCHIVE SOCIAL	13952	01/22/2021	DATA PROCESSING	100-42120-326	331.67
SHI INTERNATIONAL CORP	B12443173	12/31/2020	#1040191 - DATA PROCESSIN	100-42120-326	1,872.00
SUNSET LAW ENFORCEMENT,	0004523-IN	01/20/2021	WINDOM PD - MAINTENANCE	100-42120-404	1,669.74
SUNSET LAW ENFORCEMENT,	0004589-IN	01/22/2021	##0056101 - MAINTENANCE	100-42120-404	463.40
COTTONWOOD CO AUD/TREA	20210111	01/22/2021	RENT - DEPUTY ATTORNEY	100-42120-412	1,950.00
FLEET SERVICES DIVISION	2021060001	01/22/2021	A00WIN - VEHICLE LEASE	100-42120-419	1,654.83
SCB PUBLIC FINANCE	40049-01/5-60 2-14	01/22/2021	LEASE PAYMENT - 2-14-21	100-42120-419	1,054.07
MN DEPT OF PUBLIC SAFETY	BTC947	01/22/2021	#00-019869423 - LICENSE FEE	100-42120-444	78.25
				Activity 42120 - Crime Control Total:	**14,091.46**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 42220 - Fire Fighting					
INDOFF, INC	3435062	12/31/2020	#218055 - FIRE - SUPPLIES	100-42220-200	62.45
INDOFF, INC	3435993	01/22/2021	#218055 - FIRE - SUPPLIES	100-42220-200	72.99
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	100-42220-212	79.96
ALPHA WIRELESS - MANKATO	10219	01/22/2021	WINDOMFD - RADIO UNITS	100-42220-323	1,174.00
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	100-42220-383	591.46
HOMETOWN SANITATION SER	0000399106	01/12/2021	#20782 - GARBAGE SERVICE -	100-42220-384	46.19
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	100-42220-404	19.98
O'REILLY AUTOMOTIVE, INC	20201228	01/22/2021	#1510318 - MAINTENANCE	100-42220-405	80.05
DICKS WELDING INC	69481	12/31/2020	FIRE - MAINTENANCE	100-42220-405	1,163.31
FORTUNE TRANSPORTATION	WIN-00020930	01/22/2021	CITWIN - UNIT 21 - MAINTEN	100-42220-405	1,670.41
				Activity 42220 - Fire Fighting Total:	**4,960.80**
Activity: 43100 - Streets					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	100-43100-133	64.00
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	100-43100-217	63.25
PRAXAIR DISTRIBUTION INC	61051398	12/31/2020	#71313333 - OPERATING SUP	100-43100-217	92.38
B.C. JOHNSON CONSTRUCTIO	INV0002	01/26/2021	OPERATING SUPPLIES - SIDEW	100-43100-217	40.00
SCOTT VEENKER	27435	12/31/2020	SNOW REMOVAL	100-43100-224	1,500.00
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	100-43100-225	248.99
ARCHIVE SOCIAL	13952	01/22/2021	DATA PROCESSING	100-43100-326	331.66
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	100-43100-383	590.83
BAUER BUILT	830121954	01/22/2021	#2147218 - MAINTENANCE	100-43100-404	1,532.00
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	100-43100-405	14.75
				Activity 43100 - Streets Total:	**4,477.86**
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	100-45202-133	16.00
MARLON ZINKE	166447	01/26/2021	STRAW BALES - OPERATING S	100-45202-217	70.00
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	100-45202-241	30.99
HOMETOWN SANITATION SER	0000399079	01/12/2021	#2348 - GARBAGE SERVICE - I	100-45202-384	20.99
HOMETOWN SANITATION SER	0000399112	01/12/2021	#24368 - GARBAGE SERVICE -	100-45202-384	20.99
				Activity 45202 - Park Areas Total:	**158.97**
				Fund 100 - GENERAL Total:	**62,764.26**
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	211-45501-133	16.00
ARCHIVE SOCIAL	13952	01/22/2021	DATA PROCESSING	211-45501-326	331.67
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	211-45501-383	493.14
THE GLOBE	20210216	01/27/2021	#177925082 WINDOM LIBRAY	211-45501-433	113.88
INGRAM INDUSTRIES	20201231	12/31/2020	#2004243	211-45501-435	1,182.82
				Activity 45501 - Library Total:	**2,137.51**
				Fund 211 - LIBRARY Total:	**2,137.51**
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
BEST OIL COMPANY	322883	01/22/2021	#208134 FUEL	225-45127-264	18,344.40
SOUTHWEST MN BROADBAN	20210115	01/20/2021	#886 - AIRPORT - TELEPHONE	225-45127-321	27.57
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	225-45127-404	34.32
				Activity 45127 - Airport Total:	**18,406.29**
				Fund 225 - AIRPORT Total:	**18,406.29**
Fund: 230 - POOL					
Activity: 45124 - Pool					
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	230-45124-383	48.09
				Activity 45124 - Pool Total:	**48.09**
				Fund 230 - POOL Total:	**48.09**
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
EMSRB	00000640926	01/20/2021	#0000000021 - OPERATING S	235-42153-217	224.00
WINDOM FARM SERVICE	20201231	12/31/2020	CITY OF WINDOM - SUPPLIE &	235-42153-217	220.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDOM FARM SERVICE	20201231	12/31/2020	CITY OF WINDOM - OPERATIN	235-42153-217	46.26
BOUND TREE MEDICAL, LLC	83910257	01/20/2021	#100510 - OPERATING SUPPLI	235-42153-217	298.35
WINDOM FAMILY MEDICAL C	20210108	01/20/2021	JENNA VASCHUSKA - VACCINE	235-42153-312	164.00
VERIZON WIRELESS	9870772664	01/20/2021	#986701203-00001 - SERVICE	235-42153-321	82.10
EXPERT T BILLING	8045	12/31/2020	DATA PROCESSING	235-42153-326	2,688.00
TIM HACKER	20210111	01/12/2021	AMBULANCE EXPENSE	235-42153-334	10.34
DAN MESNER	20210117	01/26/2021	AMBULANCE EXPENSE	235-42153-334	138.86
DONNA MARCY	20210124	01/26/2021	AMBULANCE EXPENSE	235-42153-334	143.18
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	235-42153-383	394.31
HOMETOWN SANITATION SER	0000399106	01/12/2021	#20782 - GARBAGE SERVICE -	235-42153-384	30.80
ALPHA WIRELESS - MANKATO	10239	12/31/2020	AMBULANCE - MAINTENANCE	235-42153-404	72.00
WINDOM FARM SERVICE	20201231	12/31/2020	CITY OF WINDOM - SUPPLIE &	235-42153-405	172.93
				Activity 42153 - Ambulance Total:	**4,685.38**
				Fund 235 - AMBULANCE Total:	**4,685.38**
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	250-46520-133	24.00
INDOFF, INC	3437986	01/22/2021	#218055 - EDA - SUPPLIES	250-46520-200	2.65
CENTURY BUSINESS PRODUCT	549658	12/31/2020	#SF7308 - SUPPLIES	250-46520-200	45.07
EHLERS & ASSOC., INC.	85836	12/31/2020	EDA - CONSULTING	250-46520-301	375.00
ARCHIVE SOCIAL	13952	01/22/2021	DATA PROCESSING	250-46520-326	331.66
LOOP NET	113204301-1	01/20/2021	LOC ID#162635601 - ADVERTI	250-46520-340	69.00
FEDERATED RURAL ELECTRIC	112954 12-31-20	12/31/2020	#112954 - UTILITY	250-46520-381	14.00
MN ENERGY RESOURCES	3127398661	12/31/2020	#0508667309-00003 - SPEC B	250-46520-383	459.88
WW COMMUNICATIONS AND	5162	01/26/2021	SPEC BLDG - MAINTENANCE	250-46520-402	300.00
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	250-46520-480	235.74
				Activity 46520 - EDA Total:	**1,857.00**
				Fund 250 - EDA GENERAL Total:	**1,857.00**
Fund: 308 - 2020 STREET PROJECT					
Activity: 41000 - General Government					
DGR ENGINEERING	00244601	12/31/2020	PROJ # 369018.00	308-41000-303	2,289.00
				Activity 41000 - General Government Total:	**2,289.00**
				Fund 308 - 2020 STREET PROJECT Total:	**2,289.00**
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
SHI INTERNATIONAL CORP	B12430881	01/27/2021	#1090569 - BACKUP SOFTWA	401-49950-500	1,258.00
				Activity 49950 - Capital Outlay Total:	**1,258.00**
				Fund 401 - GENERAL CAPITAL PROJECTS Total:	**1,258.00**
Fund: 601 - WATER					
Activity: 49400 - Water					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	601-49400-133	48.00
MN VALLEY TESTING	1069393	01/22/2021	#23162 - LAB TESTING	601-49400-310	79.00
GOPHER STATE ONE CALL	100840	01/22/2021	#MN00774 - LOCATES	601-49400-321	12.50
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	601-49400-322	208.97
INNOVATIVE SYSTEMS LLC	52379	01/05/2021	BILLING SYSTEM MAINTENAN	601-49400-326	760.50
INNOVATIVE SYSTEMS LLC	52596	01/05/2021	SOFTWARE SERVICE	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	601-49400-326	168.40
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	601-49400-383	1,096.94
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	601-49400-404	87.45
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	601-49400-408	101.02
				Activity 49400 - Water Total:	**3,080.28**
				Fund 601 - WATER Total:	**3,080.28**
Fund: 602 - SEWER					
BOLTON & MENK, INC.	0263094	12/31/2020	WIND - PROJ# T22.113672	602-16200	15,085.00
GRIDOR CONSTRUCTION, INC.	20201231	12/31/2020	WASTEWATER TREATMENT FA	602-16200	78,000.00
					93,085.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 49450 - Sewer					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	602-49450-133	48.00
MN VALLEY TESTING	1068634	01/12/2021	#23162 - TESTING	602-49450-310	230.40
MN VALLEY TESTING	1068786	01/12/2021	#23162 - TESTING	602-49450-310	158.40
MN VALLEY TESTING	1068813	01/12/2021	#23162 - TESTING	602-49450-310	86.40
MN VALLEY TESTING	1069012	01/12/2021	#23162 - TESTING	602-49450-310	230.40
MN VALLEY TESTING	1069015	01/12/2021	#23162 - TESTING	602-49450-310	14.40
MN VALLEY TESTING	1069541	01/22/2021	#23162 - LAB TESTING	602-49450-310	144.00
MN VALLEY TESTING	1069716	01/22/2021	#23162 - LAB TESTING	602-49450-310	88.40
MN VALLEY TESTING	1069957	01/22/2021	#23162 - LAB TESTING	602-49450-310	239.60
MN VALLEY TESTING	1069958	01/22/2021	#23162 - LAB TESTING	602-49450-310	134.40
GOPHER STATE ONE CALL	100840	01/22/2021	#MN00774 - LOCATES	602-49450-321	12.50
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	602-49450-322	208.96
INNOVATIVE SYSTEMS LLC	52379	01/05/2021	BILLING SYSTEM MAINTENAN	602-49450-326	760.50
INNOVATIVE SYSTEMS LLC	52596	01/05/2021	SOFTWARE SERVICE	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	602-49450-326	168.40
SOUTH CENTRAL ELECTRIC	367405 12-31-20	12/31/2020	#367405 26-24-125-04 SEWE	602-49450-381	196.79
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	602-49450-383	21.63
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	602-49450-383	18.00
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	602-49450-383	2,189.35
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	602-49450-383	83.30
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	602-49450-404	159.88
DACOTAH PAPER CO	36345	12/31/2020	WINDOM W - MAINTENANCE	602-49450-404	85.23
				Activity 49450 - Sewer Total:	**5,796.44**
				Fund 602 - SEWER Total:	**98,881.44**
Fund: 604 - ELECTRIC					
4M FUND	20210108	01/20/2021	ELECTRIC TRANMISSION PROJ	604-10400	500,000.00
4M FUND	20210120	01/20/2021	ELECTRIC TRANMISSION PROJ	604-10400	250,000.00
ENGINEERING UNLIMITED, IN	INV060847	01/22/2021	WINDOM - INVENTORY	604-14200	808.11
DGR ENGINEERING	00244901	12/31/2020	PROJ #425303.00	604-16300	713.00
DGR ENGINEERING	00244974	12/31/2020	PROJ #425300.00	604-16300	740.00
SKYLER G GRAVLEY	20521-2	01/19/2021	REFUND - BALANCE OF UTILIT	604-22000	274.21
JUANA SOLETA	32517-1 UP	01/19/2021	REFUND - UTILITY PREPAYME	604-22000	300.00
LEVI BUNTING	42793-6	01/19/2021	REFUND - UTILITY PREPAYME	604-22000	300.00
GABRIELLE A NELSON	46377-0	01/19/2021	REFUND - BALANCE OF UTILIT	604-22000	28.13
					753,163.45
Activity: 49550 - Electric					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	604-49550-133	112.00
BORDER STATES	921351891	01/20/2021	#5189 - UNIFORMS	604-49550-218	29.12
BORDER STATES	921375734	01/22/2021	#5189 - UNIFORMS	604-49550-218	371.61
BORDER STATES	921391098	01/22/2021	#5189 - UNIFOMRS	604-49550-218	247.74
BORDER STATES	921398652	01/22/2021	#5189 - UNIFORMS	604-49550-218	205.62
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	604-49550-241	803.51
MN MUNICIPAL UTILITIES ASS	56660	01/20/2021	ELECTRICAL LINEWORKER TRA	604-49550-308	2,250.00
GOPHER STATE ONE CALL	100840	01/22/2021	#MN00774 - LOCATES	604-49550-321	12.50
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	604-49550-322	208.97
INNOVATIVE SYSTEMS LLC	52379	01/05/2021	BILLING SYSTEM MAINTENAN	604-49550-326	1,521.00
INNOVATIVE SYSTEMS LLC	52596	01/05/2021	SOFTWARE SERVICE	604-49550-326	223.90
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	604-49550-326	168.40
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	604-49550-383	514.22
RUSHMORE INDUSTRIES, INC	1945	01/22/2021	MAINTENANCE	604-49550-402	7.67
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	604-49550-404	31.34
GDF ENTERPRISES, INC	A19185	01/22/2021	#CITYOFWINDOM - MAINTEN	604-49550-404	45.96
GDF ENTERPRISES, INC	A19208	01/22/2021	#CITYOFWINDOM - MAINTEN	604-49550-404	74.99
O'REILLY AUTOMOTIVE, INC	20201228	01/22/2021	#1510318 - MAINTENANCE	604-49550-405	16.99
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	604-49550-405	39.96
MN DEPT OF PUBLIC SAFETY	1712500242020 M-112232	01/20/2021	ERC #171250024 FACILITY ID#	604-49550-433	25.00
MN MUNICIPAL UTILITIES ASS	56903	01/22/2021	MEMBERSHIP DUES	604-49550-433	13,156.00
JEFFREY HAUGLID	12553-3	12/31/2020	ENERGY REBATE	604-49550-450	450.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARY MOHLENCAMP	20746-3	12/31/2020	ENERGY REBATE	604-49550-450	600.00
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	604-49550-460	22.52
				Activity 49550 - Electric Total:	**21,139.02**
				Fund 604 - ELECTRIC Total:	**774,302.47**
Fund: 609 - LIQUOR STORE					
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	609-20202	22,335.00
					22,335.00
Activity: 49751 - Liquor Store					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	609-49751-133	32.00
RAGE INC - CAMPUS CLEANER	33459	01/22/2021	6132-MERCHANDISE	609-49751-211	71.76
AH HERMEL COMPANY	857593	01/12/2021	#40214 - MERCHANDISE	609-49751-217	147.90
BREAKTHRU BEVERAGE MN	1081224633	01/13/2021	4312 MERCHANDISE	609-49751-251	1,465.68
JOHNSON BROS.	129332	12/31/2020	#156083 - MERCHANDISE	609-49751-251	-11.10
JOHNSON BROS.	1715493	01/20/2021	156083-MERCHANDISE	609-49751-251	7,578.58
JOHNSON BROS.	1719547	01/22/2021	156083-MERCHANDISE	609-49751-251	2,633.73
SOUTHERN GLAZER'S OF MN	2036766	01/22/2021	8704-MERCHANDISE	609-49751-251	3,822.68
BREAKTHRU BEVERAGE MN	2080300587	01/22/2021	4312-MERCHANDISE	609-49751-251	-7.98
PHILLIPS WINE & SPIRITS	6141179	01/20/2021	156083-MERCHANDISE	609-49751-251	5,228.63
PHILLIPS WINE & SPIRITS	6144128	01/22/2021	156083-MERCHANDISE	609-49751-251	1,330.50
PHILLIPS WINE & SPIRITS	622005	12/31/2020	#156083 - MERCHANDISE	609-49751-251	-127.80
BREAKTHRU BEVERAGE MN	1081224684	01/13/2021	4312 MERCHANDISE	609-49751-252	122.75
BEVERAGE WHOLESALERS	145901	01/13/2021	20063	609-49751-252	12,484.39
BEVERAGE WHOLESALERS	146869	01/20/2021	#70063-MERCHANDISE	609-49751-252	10,792.49
BEVERAGE WHOLESALERS	147728	01/20/2021	70063-MERCHANDISE	609-49751-252	78.00
BEVERAGE WHOLESALERS	147843	01/22/2021	70063-MERCHANDISE	609-49751-252	3,806.90
JOHNSON BROS.	1715495	01/20/2021	156083-MERCHANDISE	609-49751-252	210.00
ARTISAN BEER COMPANY	3453495	01/13/2021	156083 MERCHANDISE	609-49751-252	113.90
ARTISAN BEER COMPANY	3454439	01/22/2021	156083-MERCHANDISE	609-49751-252	161.50
DOLL DISTRIBUTING, LLC	454821	01/13/2021	51450 MERCHANDISE	609-49751-252	2,368.80
DOLL DISTRIBUTING, LLC	454822	01/20/2021	51450- MERCHANDISE	609-49751-252	3,824.95
DOLL DISTRIBUTING, LLC	457870	01/20/2021	51450-MERCHANDISE	609-49751-252	93.60
DOLL DISTRIBUTING, LLC	458736	01/20/2021	51450-MERCHANDISE	609-49751-252	5,068.15
DOLL DISTRIBUTING, LLC	458738	01/22/2021	51450-MERCHANDISE	609-49751-252	-142.71
DOLL DISTRIBUTING, LLC	459688	01/22/2021	51450-MERCHANDISE	609-49751-252	1,447.60
DOLL DISTRIBUTING, LLC	459689	01/22/2021	51450-MERCHANDISE	609-49751-252	-1,184.40
DOLL DISTRIBUTING, LLC	459711	01/22/2021	51450-MERCHANDISE	609-49751-252	75.85
DOLL DISTRIBUTING, LLC	462609	01/25/2021	51450-MERCHANDISE	609-49751-252	15,001.21
DOLL DISTRIBUTING, LLC	462611	01/25/2021	51450-MERCHANDISE	609-49751-252	-204.52
BEVERAGE WHOLESALERS	732637	01/20/2021	Credit-MERCHANDISE	609-49751-252	-60.00
BREAKTHRU BEVERAGE MN	1081224633	01/13/2021	4312 MERCHANDISE	609-49751-253	448.00
PAUSTIS WINE COMPANY	113615	01/20/2021	1905-MERCHANDISE	609-49751-253	992.00
JOHNSON BROS.	128495	12/31/2020	#156083 - MERCHANDISE	609-49751-253	-29.70
BEVERAGE WHOLESALERS	145901	01/13/2021	70063 MERCHANDISE	609-49751-253	51.96
JOHNSON BROS.	1715494	01/20/2021	156083-MERCHANDISE	609-49751-253	1,155.46
JOHNSON BROS.	1719548	01/22/2021	156083-MERCHANDISE	609-49751-253	1,358.27
SOUTHERN GLAZER'S OF MN	2036767	01/22/2021	8704-MERCHANDISE	609-49751-253	440.00
ROUND LAKE VINEYARDS & W	2673	01/20/2021	MERCHANDISE	609-49751-253	513.00
PHILLIPS WINE & SPIRITS	6141180	01/20/2021	156083-MERCHANDISE	609-49751-253	345.75
PHILLIPS WINE & SPIRITS	6144129	01/22/2021	156083-MERCHANDISE	609-49751-253	194.50
PHILLIPS WINE & SPIRITS	621620	12/31/2020	#156083 - MERCHANDISE	609-49751-253	-19.16
WINE MERCHANTS	7312366	12/31/2020	#156083 - MERCHANDISE	609-49751-253	340.00
BREAKTHRU BEVERAGE MN	1081224633	01/13/2021	4312 MERCHANDISE	609-49751-254	22.00
ATLANTIC COCA-COLA	2679220	01/22/2021	8373693-MERCHANDISE	609-49751-254	108.53
DOLL DISTRIBUTING, LLC	458736	01/20/2021	51450-MERCHANDISE	609-49751-254	74.00
DOLL DISTRIBUTING, LLC	462609	01/25/2021	51450-MERCHANDISE	609-49751-254	14.00
PHILLIPS WINE & SPIRITS	6141180	01/20/2021	156083-MERCHANDISE	609-49751-254	23.50
PHILLIPS WINE & SPIRITS	6144129	01/22/2021	156083-MERCHANDISE	609-49751-254	23.50
AH HERMEL COMPANY	857593	01/12/2021	#40214 - MERCHANDISE	609-49751-254	94.21
AH HERMEL COMPANY	857593	01/12/2021	#40214 - MERCHANDISE	609-49751-256	92.94

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AH HERMEL COMPANY	857593	01/12/2021	#40214 - MERCHANDISE	609-49751-261	52.03
ARCHIVE SOCIAL	13952	01/22/2021	DATA PROCESSING	609-49751-326	331.67
BREAKTHRU BEVERAGE MN	1081224633	01/13/2021	4312 MERCHANDISE	609-49751-333	30.68
PAUSTIS WINE COMPANY	113615	01/20/2021	1905-MERCHANDISE	609-49751-333	12.50
JOHNSON BROS.	129332	12/31/2020	#156083 - MERCHANDISE	609-49751-333	-24.68
JOHNSON BROS.	1715493	01/20/2021	156083-MERCHANDISE	609-49751-333	129.05
JOHNSON BROS.	1715494	01/20/2021	156083-MERCHANDISE	609-49751-333	33.06
JOHNSON BROS.	1719547	01/22/2021	156083-MERCHANDISE	609-49751-333	45.38
JOHNSON BROS.	1719548	01/22/2021	156083-MERCHANDISE	609-49751-333	53.94
SOUTHERN GLAZER'S OF MN	2034336	01/20/2021	8704-MERCHANDISE	609-49751-333	8.20
SOUTHERN GLAZER'S OF MN	2034337	01/20/2021	8704-MERCHANDISE	609-49751-333	2.05
SOUTHERN GLAZER'S OF MN	2036766	01/22/2021	8704-MERCHANDISE	609-49751-333	57.95
SOUTHERN GLAZER'S OF MN	2036767	01/22/2021	8704-MERCHANDISE	609-49751-333	32.80
SOUTHERN GLAZER'S OF MN	5065620	12/31/2020	#8704 - MERCHANDISE	609-49751-333	17.42
PHILLIPS WINE & SPIRITS	6141179	01/20/2021	156083-MERCHANDISE	609-49751-333	76.13
PHILLIPS WINE & SPIRITS	6141180	01/20/2021	156083-MERCHANDISE	609-49751-333	13.92
PHILLIPS WINE & SPIRITS	6144128	01/22/2021	156083-MERCHANDISE	609-49751-333	12.18
PHILLIPS WINE & SPIRITS	6144129	01/22/2021	156083-MERCHANDISE	609-49751-333	8.08
PHILLIPS WINE & SPIRITS	622005	12/31/2020	#156083 - MERCHANDISE	609-49751-333	-1.74
WINE MERCHANTS	7312366	12/31/2020	#156083 - MERCHANDISE	609-49751-333	8.70
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	609-49751-383	320.50
HOMETOWN SANITATION SER	0000399069	01/12/2021	#1468 - GARBAGE SERVICE - R	609-49751-384	174.00
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	609-49751-460	10.32
				Activity 49751 - Liquor Store Total:	**83,869.94**
				Fund 609 - LIQUOR STORE Total:	**106,204.94**
Fund: 614 - TELECOM					
CALIX	247092	01/12/2021	#3437 - MACHINERY & EQUIP	614-16400	1,303.60
CALIX	62522	01/12/2021	#3437 - MACHINERY & EQUIP	614-16400	-1,500.00
POWER & TEL	7129827-00	01/26/2021	#307494 - MACHINERY	614-16400	1,480.19
					1,283.79
Activity: 49870 - Telecom					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	614-49870-133	80.00
RAGE INC - CAMPUS CLEANER	31594	12/31/2020	#6153 - WINDOMNET CLEANI	614-49870-211	21.31
RAGE INC - CAMPUS CLEANER	33850	01/26/2021	#6153 - TELECOM - CLEANING	614-49870-211	21.31
TELEPHONE SWITCHING INT'L	0069531-IN	01/26/2021	WINDOMNET - OPERATING S	614-49870-217	544.38
CALIX	4018967	12/31/2020	#3437 - OPERATING SUPPLIES	614-49870-217	4,740.00
BERGSTROM MFG, INC	57662	12/30/2020	#0117946 - SMALL TOOLS	614-49870-241	168.86
INTERSTATE TRS FUND	82580760037	01/22/2021	ASSESSMENT FOR 499-A FILIN	614-49870-304	123.93
INTERSTATE TRS FUND	82580760037	01/22/2021	ASSESSMENT FOR 499-A FILIN	614-49870-304	395.07
GOPHER STATE ONE CALL	100840	01/22/2021	#MN00774 - LOCATES	614-49870-321	12.50
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	614-49870-322	208.97
INNOVATIVE SYSTEMS LLC	52379	01/05/2021	BILLING SYSTEM MAINTENAN	614-49870-326	1,521.00
INNOVATIVE SYSTEMS LLC	52379	01/05/2021	BILLING SYSTEM MAINTENAN	614-49870-326	875.00
INNOVATIVE SYSTEMS LLC	52559	01/05/2021	ACS QUARTERLY	614-49870-326	900.00
INNOVATIVE SYSTEMS LLC	52596	01/05/2021	SOFTWARE SERVICE	614-49870-326	1,846.10
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	614-49870-326	168.40
INNOVATIVE SYSTEMS LLC	52852	12/31/2020	POSTAGE PROCESSING & INSE	614-49870-350	2.32
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	614-49870-383	171.55
OVERHEAD DOOR COMPANY	20210114	01/22/2021	TELECOM - MAINTENANCE	614-49870-401	67.32
CENTURY LINK	499204	01/22/2021	DIRECTORY LISTINGS	614-49870-441	227.23
BTN - BIG TEN NETWORK	45478	12/31/2020	SUBSCRIBER FEES - NOV 2020	614-49870-442	1,595.25
CONSOLIDATED CALL CENTER	17564	12/31/2020	SWITCH FEES	614-49870-445	115.49
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	614-49870-460	42.70
				Activity 49870 - Telecom Total:	**13,848.69**
				Fund 614 - TELECOM Total:	**15,132.48**
Fund: 615 - ARENA					
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	615-20202	10.77
					10.77

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 49850 - Arena					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	615-49850-133	32.00
RAGE INC - CAMPUS CLEANER	33849	01/20/2021	#6122 - ARENA - CLEANING	615-49850-211	50.00
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	615-49850-215	35.61
ARCHIVE SOCIAL	13952	01/22/2021	DATA PROCESSING	615-49850-326	331.67
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	615-49850-383	1,712.59
RUNNINGS SUPPLY, INC	20201231	12/31/2020	#71920 - DEC 2020	615-49850-404	8.69
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	615-49850-460	661.23
				Activity 49850 - Arena Total:	**2,831.79**
				Fund 615 - ARENA Total:	**2,842.56**
Fund: 617 - M/P CENTER					
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	617-20202	24.75
					24.75
Activity: 49860 - M/P Center					
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	617-49860-133	32.00
RAGE INC - CAMPUS CLEANER	33848	01/22/2021	#6152 - WCC - CLEANING	617-49860-211	67.50
COLE PAPERS INC.	9924512	01/12/2021	#84948800 - WCC - CLEANING	617-49860-211	87.88
COLE PAPERS INC.	9924520	01/12/2021	#84948800 - WCC - CLEANING	617-49860-211	87.88
COLE PAPERS INC.	9929617	01/22/2021	#84948800 - WCC - CLEANING	617-49860-211	117.78
ECOLAB	6259422411	01/22/2021	#504186078 - OPERATING SU	617-49860-217	308.85
MN ENERGY RESOURCES	3131991270	12/31/2020	#0505105084-00002 - GAS UT	617-49860-383	1,362.75
MN REVENUE	20201230	12/31/2020	SALES TAX - DEC 2020	617-49860-460	27.25
MN State Deferred	20210125	01/26/2021	HEALTH CARE SAVINGS - ROBI	617-49860-480	9,650.55
				Activity 49860 - M/P Center Total:	**11,742.44**
				Fund 617 - M/P CENTER Total:	**11,767.19**
Fund: 700 - PAYROLL					
Internal Revenue Service-Payr	INV0001871	01/29/2021	Federal Tax Withholding	700-21701	11,231.46
MN Department of Revenue -	INV0001872	01/29/2021	State Withholding	700-21702	5,113.13
Internal Revenue Service-Payr	INV0001871	01/29/2021	Social Security	700-21703	13,447.62
MN Pera	INV0001868	01/29/2021	PERA	700-21704	860.46
MN Pera	INV0001868	01/29/2021	PERA	700-21704	14,866.61
MN Pera	INV0001868	01/29/2021	PERA	700-21704	7,562.62
MN State Deferred	INV0001869	01/29/2021	Deferred Roth	700-21705	3,062.00
MN State Deferred	INV0001869	01/29/2021	Deferred Compensation	700-21705	7,395.32
LOCAL UNION #949	20210126	01/26/2021	UNION DUES - JAN 2021	700-21707	1,824.40
LAW ENFORCEMENT LABOR S	20210126	01/26/2021	ACCT#351 - POLICE UNION JA	700-21708	444.50
MN CHILD SUPPORT PAYMEN	INV0001862	01/15/2021	Child Support Payment	700-21709	97.83
Internal Revenue Service-Payr	INV0001871	01/29/2021	Medicare Withholding	700-21711	3,891.26
FURTHER (Select Account)	39677390	01/20/2021	FLEX SPENDING	700-21712	1,412.77
FURTHER (Select Account)	39684663	01/26/2021	FLEX SPENDING	700-21712	227.62
AFLAC	103316	01/22/2021	#0EQP3 - INSURANCE JANUAR	700-21715	305.40
AFLAC	103316	01/22/2021	#0EQP3 - INSURANCE JANUAR	700-21716	602.90
MN BENEFIT ASSOCIATION	2021-0118377	01/20/2021	#0029143 - INSURANCE 2/1/2	700-21717	4.84
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	700-21718	16.00
NCPERS MINNESOTA	844600022021	01/22/2021	INSURANCE #844600 - FEB 20	700-21718	16.00
MN BENEFIT ASSOCIATION	2021-0118377	01/20/2021	#0029143 - INSURANCE 2/1/2	700-21719	211.26
FURTHER (Select Account)	INV0001867	01/29/2021	HSA Employee Contribution	700-21723	346.35
					72,940.35
				Fund 700 - PAYROLL Total:	**72,940.35**
				Grand Total:	**1,178,597.24**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	62,764.26
211 - LIBRARY	2,137.51
225 - AIRPORT	18,406.29
230 - POOL	48.09
235 - AMBULANCE	4,685.38
250 - EDA GENERAL	1,857.00
308 - 2020 STREET PROJECT	2,289.00
401 - GENERAL CAPITAL PROJECTS	1,258.00
601 - WATER	3,080.28
602 - SEWER	98,881.44
604 - ELECTRIC	774,302.47
609 - LIQUOR STORE	106,204.94
614 - TELECOM	15,132.48
615 - ARENA	2,842.56
617 - M/P CENTER	11,767.19
700 - PAYROLL	72,940.35
Grand Total:	**1,178,597.24**

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	120.59
100-20202	Sales Tax Payable	27,312.46
100-32110	License - Alcoholic Bever	5,000.00
100-41110-200	Office Supplies	550.00
100-41110-491	Payments to Other Orga	2,569.79
100-41310-133	Employer Paid Insurance	64.00
100-41310-200	Office Supplies	58.81
100-41310-301	Auditing & Consulting Se	2,100.00
100-41310-480	Other Miscellaneous	474.63
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	25.18
100-41940-383	Gas Utility	775.71
100-42120-133	Employer Paid Insurance	160.00
100-42120-304	Legal Fees	3,957.50
100-42120-308	Training & Registrations	900.00
100-42120-326	Data Processing	2,203.67
100-42120-404	Repairs & Maint - M&E	2,133.14
100-42120-412	Rentals - Building	1,950.00
100-42120-419	Vehicle Lease	2,708.90
100-42120-444	License Fees	78.25
100-42220-200	Office Supplies	135.44
100-42220-212	Motor Fuels	79.96
100-42220-323	Radio Units	1,174.00
100-42220-383	Gas Utility	591.46
100-42220-384	Refuse Disposal	46.19
100-42220-404	Repairs & Maint - M&E	19.98
100-42220-405	Repairs & Maint - Vehicl	2,913.77
100-43100-133	Employer Paid Insurance	64.00
100-43100-217	Other Operating Supplie	195.63
100-43100-224	Street Maint Materials	1,500.00
100-43100-225	Landscaping Materials	248.99
100-43100-326	Data Processing	331.66
100-43100-383	Gas Utility	590.83
100-43100-404	Repairs & Maint - M&E	1,532.00
100-43100-405	Repairs & Maint - Vehicl	14.75
100-45202-133	Employer Paid Insurance	16.00
100-45202-217	Other Operating Supplie	70.00

Account Summary

Account Number	Account Name	Payment Amount
100-45202-241	Small Tools	30.99
100-45202-384	Refuse Disposal	41.98
211-45501-133	Employer Paid Insurance	16.00
211-45501-326	Data Processing	331.67
211-45501-383	Gas Utility	493.14
211-45501-433	Dues & Subscriptions	113.88
211-45501-435	Books and Pamphlets	1,182.82
225-45127-264	Merchandise For Resale	18,344.40
225-45127-321	Telephone	27.57
225-45127-404	Repairs & Maint - M&E	34.32
230-45124-383	Gas Utility	48.09
235-42153-217	Other Operating Supplie	788.86
235-42153-312	Nursing	164.00
235-42153-321	Telephone	82.10
235-42153-326	Data Processing	2,688.00
235-42153-334	Meals/Lodging	292.38
235-42153-383	Gas Utility	394.31
235-42153-384	Refuse Disposal	30.80
235-42153-404	Repairs & Maint - M&E	72.00
235-42153-405	Repairs & Maint - Vehicl	172.93
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	47.72
250-46520-301	Auditing & Consulting Se	375.00
250-46520-326	Data Processing	331.66
250-46520-340	Advertising & Promotion	69.00
250-46520-381	Electric Utility	14.00
250-46520-383	Gas Utility	459.88
250-46520-402	Repairs & Maint - Struct	300.00
250-46520-480	Other Miscellaneous	235.74
308-41000-303	Engineering and Surveyi	2,289.00
401-49950-500	Capital Outlay - Office	1,258.00
601-49400-133	Employer Paid Insurance	48.00
601-49400-310	Lab Testing	79.00
601-49400-321	Telephone	12.50
601-49400-322	Postage	208.97
601-49400-326	Data Processing	1,446.40
601-49400-383	Gas Utility	1,096.94
601-49400-404	Repairs & Maint - M&E	87.45
601-49400-408	Repairs & Maint - Distrib	101.02
602-16200	Buildings	93,085.00
602-49450-133	Employer Paid Insurance	48.00
602-49450-310	Lab Testing	1,326.40
602-49450-321	Telephone	12.50
602-49450-322	Postage	208.96
602-49450-326	Data Processing	1,446.40
602-49450-381	Electric Utility	196.79
602-49450-383	Gas Utility	2,312.28
602-49450-404	Repairs & Maint - M&E	245.11
604-10400	Investments - Current	750,000.00
604-14200	Inventory	808.11
604-16300	Improvements Other Th	1,453.00
604-22000	Prepayments	902.34
604-49550-133	Employer Paid Insurance	112.00
604-49550-218	Uniforms	854.09
604-49550-241	Small Tools	803.51
604-49550-308	Training & Registrations	2,250.00
604-49550-321	Telephone	12.50
604-49550-322	Postage	208.97

Account Summary

Account Number	Account Name	Payment Amount
604-49550-326	Data Processing	1,913.30
604-49550-383	Gas Utility	514.22
604-49550-402	Repairs & Maint - Struct	7.67
604-49550-404	Repairs & Maint - M&E	152.29
604-49550-405	Repairs & Maint - Vehicl	56.95
604-49550-433	Dues & Subscriptions	13,181.00
604-49550-450	Conservation	1,050.00
604-49550-460	Miscellaneous Taxes	22.52
609-20202	Sales Tax Payable	22,335.00
609-49751-133	Employer Paid Insurance	32.00
609-49751-211	Cleaning Supplies	71.76
609-49751-217	Other Operating Supplie	147.90
609-49751-251	Liquor	21,912.92
609-49751-252	Beer	54,058.46
609-49751-253	Wine	5,790.08
609-49751-254	Soft Drinks & Mix	359.74
609-49751-256	Tobacco Products	92.94
609-49751-261	Other Merchandise	52.03
609-49751-326	Data Processing	331.67
609-49751-333	Freight and Express	515.62
609-49751-383	Gas Utility	320.50
609-49751-384	Refuse Disposal	174.00
609-49751-460	Miscellaneous Taxes	10.32
614-16400	Machinery & Equipment	1,283.79
614-49870-133	Employer Paid Insurance	80.00
614-49870-211	Cleaning Supplies	42.62
614-49870-217	Other Operating Supplie	5,284.38
614-49870-241	Small Tools	168.86
614-49870-304	Legal Fees	519.00
614-49870-321	Telephone	12.50
614-49870-322	Postage	208.97
614-49870-326	Data Processing	5,310.50
614-49870-350	Printing & Design	2.32
614-49870-383	Gas Utility	171.55
614-49870-401	Repairs & Maint - Buildi	67.32
614-49870-441	Transmission Fees	227.23
614-49870-442	Subscriber Fees	1,595.25
614-49870-445	Switch Fees	115.49
614-49870-460	Miscellaneous Taxes	42.70
615-20202	Sales Tax Payable	10.77
615-49850-133	Employer Paid Insurance	32.00
615-49850-211	Cleaning Supplies	50.00
615-49850-215	Materials & Equipment	35.61
615-49850-326	Data Processing	331.67
615-49850-383	Gas Utility	1,712.59
615-49850-404	Repairs & Maint - M&E	8.69
615-49850-460	Miscellaneous Taxes	661.23
617-20202	Sales Tax Payable	24.75
617-49860-133	Employer Paid Insurance	32.00
617-49860-211	Cleaning Supplies	361.04
617-49860-217	Other Operating Supplie	308.85
617-49860-383	Gas Utility	1,362.75
617-49860-460	Miscellaneous Taxes	27.25
617-49860-480	Other Miscellaneous	9,650.55
700-21701	Federal Withholding	11,231.46
700-21702	State Withholding	5,113.13
700-21703	FICA Tax Withholding	13,447.62
700-21704	PERA Contributions	23,289.69

Account Summary

Account Number	Account Name	Payment Amount
700-21705	Retirement	10,457.32
700-21707	Union Dues	1,824.40
700-21708	PD Union Dues	444.50
700-21709	Wage Levy	97.83
700-21711	Medicare Tax Withholdi	3,891.26
700-21712	Flex Account	1,640.39
700-21715	Individual Insurance-Afla	305.40
700-21716	Individual Insurance-Afla	602.90
700-21717	Individual Insurance-MB	4.84
700-21718	Individual Insurance-NC	32.00
700-21719	Individual Insurance-MB	211.26
700-21723	HSA Employee Contribu	346.35
	Grand Total:	**1,178,597.24**

Project Account Summary

Project Account Key		Payment Amount
None		1,178,597.24
	Grand Total:	**1,178,597.24**

1-28-21
LK

Check Register

Windom, MN

Packet: APPKT03029 - PYPKT01409 - 12/28/21-1/11/2021 Ck date 1/15/2021

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
15075	FURTHER (Select Account)	01/15/2021	Bank Draft	0.00	346.35	DFT0002451
30343	MN Pera	01/15/2021	Bank Draft	0.00	22,874.83	DFT0002452
30340	MN State Deferred	01/15/2021	Bank Draft	0.00	10,514.07	DFT0002453
30341	Internal Revenue Service-Payroll	01/15/2021	Bank Draft	0.00	27,644.31	DFT0002454
30342	MN Department of Revenue - Payro	01/15/2021	Bank Draft	0.00	4,668.41	DFT0002455

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	66,047.97
EFT's	0	0	0.00	0.00
	5	**5**	**0.00**	**66,047.97**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2021	66,047.97
			66,047.97

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:	ANDY SPIELMAN, BUILDING & ZONING OFFICIAL
CC MEETING DATE:	FEBRUARY 2, 2021
RE:	PROPOSED NEW ORDINANCE – VARIOUS CITY CODE REVISIONS
DEPT:	BUILDING & ZONING
CONTACT:	ANDY SPIELMAN (andrew.spielman@windommn.com) (507-832-8660)

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding a proposed new ordinance:

1. Review and approve the first reading of **Ordinance No. 188, 2nd Series** which includes proposed revisions to various existing City Code sections and creation of new subsections.

Issue Summary/Background

During 2020, the Planning Commission reviewed and recommended approval of numerous proposed Code updates to clarify existing City Code sections and add new sections to address issues that had arisen (including COVID-19's impact on some regular procedures). The proposed updates were reviewed by the City Attorney and his revisions were incorporated into the proposed ordinance.

The following is a brief overview of the proposed revisions:

- City Code Subsection 90.07(D)(1) to clarify costs associated with nuisance abatements.
- City Code Section Subsection 152.002(B) to add new definitions and revise an existing definition.
- City Code Section 152.477 to create new code sections to address storage of inoperable vehicles (vehicle wrecking), i.e. impound lots, as this type of an operation had never been addressed in the City Code previously. This also triggered updating of Subsection 152.172(A).
- Impound lots were added as new conditional uses in the I-1 (152.152) and I-2 (152.172) Zoning Districts.
- City Code Subsection 152.325(A) to add a requirement for a permit for all accessory buildings. (Earlier in 2020, the City Council approved the issuance of zoning permits for accessory buildings that are 200 square feet or smaller in size. This requirement needed to be addressed in the City Code.)

- City Code Subsection 152.325(G) did not address a previously-adopted exception.

- City Code Section 150.55 Licensing (Rental Housing Code): The City was divided into three Zones for purposes of licensing and inspection of rental housing properties. These zones needed to be outlined in the City Code.

- Rental housing licenses are issued for a 3-year period. There was a need to address instances when a property is converted into rental housing units or a rental property is sold to other property owners during the three-year license period for that zone.

As is typically true, revision of one subsection leads to revisions in numerous other related subsections and re-lettering, etc.

- The rental housing properties in Zone 3 were to be inspected and licensed in 2020. However, COVID-19 basically prevented rental housing inspections in 2020 and created a significant backlog. This year (2021) was to be the first year for renewal of licenses in Zone 1. There was nothing in the City Code to address how the City Council would handle the resulting impacts on rental housing licensing from natural or manmade disasters. For that reason, a new subsection was created to allow the City Council to extend the deadline for licensing and relicensing of rental housing properties in the event of natural or manmade disasters.

Fiscal Impact

There should be no fiscal impact to the City to approve these proposed City Code revisions.

Attachments

1. Ordinance No. 188, 2nd Series.

ORDINANCE NO. 188, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, AMENDING CERTAIN EXISTING CITY CODE SECTIONS AND ADDING NEW SECTIONS

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES ORDAIN:

TO AMEND SUBSECTION 90.07(D)(1) BY ADDING NEW LANGUAGE AS FOLLOWS:

§ 90.07 ABATEMENT PROCEDURE.

(D) *Recovery of costs.*

(1) *Personal liability.* The owner of the real estate where a nuisance has been abated by the City shall be personally liable for all costs the City incurred to abate the nuisance including, but not limited to, costs (labor and equipment) for removal of items by City Departments and contractors, landfill costs, impounding fees, sheriff's service fees, court costs, attorneys' fees, and City's administrative fees. As soon as the work has been completed and the costs determined, the City shall prepare an invoice for the costs and mail it to the owner. Thereupon the amount shall immediately be due and payable at the Office of the City Clerk.

TO AMEND SUBSECTION 152.002(B) BY ADDING NEW DEFINITIONS AS FOLLOWS:

IMPOUND LOT. A place where inoperable vehicles are stored temporarily pending their disposition. (See § 152.477.)

VEHICLE WRECKING. Any place where two or more vehicles not in running condition and/or not licensed are stored in the open and are not being restored to operation or any land, building or structure used for wrecking/towing or storing of the motor vehicles.

TO AMEND SUBSECTION 152.002(B) BY REVISING TWO EXISTING DEFINITIONS AND REPLACING THOSE DEFINITIONS WITH THE FOLLOWING:

JUNK YARD/SALVAGE YARD. Land or buildings where waste, discarded or salvaged materials (including vehicles) are bought, sold, exchanged, stored, salvaged, scavenged, scrapped, disassembled, cleaned, packed, or handled. Products include, but are not limited to, scrap metal, rags, paper, hides, rubber products, glass products, lumber products and/or products resulting from the salvaging or scrapping of vehicles. (See also Chapter 113.)

TO ADD A NEW SECTION 152.477 TO THE CITY CODE AS FOLLOWS:

§ 152.477 STORAGE OF INOPERABLE VEHICLES (VEHICLE WRECKING).

A storage location for inoperable vehicles ("impound lot") shall be allowed as a conditional use only in the I-1 or I-2 Zoning Districts and shall be subject to the following:

(A) Use of the impound lot shall be limited to a business providing vehicle wrecker services and towing of vehicles.

(B) Storage of inoperable vehicles shall be permitted only as temporary storage for the time period required to conclude any insurance or legal proceedings or disposal arrangements in connection with each specific vehicle.

(C) No scrapping, dismantling, or salvage of vehicles or vehicle parts shall be allowed.

(D) The business owner and/or property owner shall be responsible for (1) compliance with any requirements of the Minnesota Pollution Control Agency and, if applicable, Minnesota Department of Natural Resources concerning vehicle fluids and hazardous substances; and (2) shall verify the proximity of the proposed impound lot in relation to the City's drinking water sources management area.

(E) The storage area shall be kept in a neat and orderly condition.

(F) The storage area shall be enclosed by a fence. The location, type, and height of fencing and/or screening shall be set forth in the conditional use permit granted by the City Council for the specific property.

(G) The City Council may add additional conditions to the conditional use permit as deemed advisable, such as a limitation on hours of operation, depending on the location of the conditional use.

TO AMEND SUBSECTION 152.172(A) BY REVISING AN EXISTING SUBSECTION AS FOLLOWS:

(A) Vehicle wrecking or junk yard/salvage yard (See also Chapter 113);

TO AMEND SECTION 152.152 BY ADDING A NEW (C), RE-LETTERING THE EXISTING (C) AS (D), AND REVISING (D) AS FOLLOWS:

(C) Impound lot for storage of inoperable vehicles (vehicle wrecking) per § 152.477; and

(D) ~~All other uses not listed in § 152.151.~~ Other uses similar in nature to those uses listed in this section and which in the opinion of the City Planning Commission will not be detrimental to the integrity of the district.

TO AMEND SECTION 152.172 BY ADDING A NEW (H), RE-LETTERING THE EXISTING (H) TO (I) AS FOLLOWS:

(H) Impound lot for storage of inoperable vehicles (vehicle wrecking) per § 152.477; and

(I) Other uses similar in nature to those uses listed in this section and which in the opinion of the City Planning Commission will not be detrimental to the integrity of the district.

TO AMEND SECTION 152.325 BY REVISING SUBSECTIONS (A) AND (G) AS FOLLOWS:

(A) Each residential lot on which a principal dwelling has been constructed shall be allowed an accessory building(s) pursuant to the provisions set forth herein. All accessory buildings shall require a permit from the City.

(G) No accessory building or structure, other than a fence or temporary construction, may be constructed prior to the time of construction of the principal building or structure on the lot except if the provisions set forth in Section 152.329 are applicable.

TO AMEND SECTION 150.55 LICENSING (Rental Housing Code) BY REVISING SUBSECTION (D), ADDING A NEW SUBSECTION (E), RE-LETTERING AND REVISING EXISTING SUBSECTION (E) AS SUBSECTION (F), ADDING A NEW SUBSECTION (G), AND RE-LETTERING EXISTING SUBSECTION (F) *Complaints* as SUBSECTION (H) AS FOLLOWS:

(D) The license will be valid for a three-year period except as provided in Subsections (F) and (G) of this Section. An application for renewal of the license must be submitted between January 1st and March 31st of the renewal year.

(E) For purposes of licensing and inspection of rental housing properties, three Zones have been established in the City of Windom. Zone One includes properties lying south of Ninth Street extended westerly to the west boundary of the Windom City Limits. The north/south dividing line between Zones 2 and 3 is Fourth Avenue beginning at Ninth Street and continuing northward, joining Sixth Avenue north of 20th Street, and continuing to Highway 71 North. Zone Two includes properties lying north of Ninth Street and east of the north/south dividing line. Zone Three includes properties lying north of Ninth Street (as extended westerly) and west of the north/south dividing line.

(F) After adoption of the rental housing ordinance by the City Council, all properties converted to or constructed as new rental units must be inspected and licensed prior to being occupied. Renewal dates will be assigned that correspond to the Zone in which the property is located. The license fee for the initial license term shall be prorated pursuant to the fee schedule adopted by the City Council. If the application for a rental housing license is received within the second year of the license term for that Zone, the license fee shall be two-thirds of the fee for a three-year license term. If the application for a rental housing license is received within the third year of the license term, the license fee shall be one-third of the fee for a three-year license term.

(G) If a rental property is sold, the new owner shall submit a Rental Housing License Application to the City's Building & Zoning Office within thirty (30) days of the closing on the property. The existing rental housing license will be assigned from the previous owner to the new owner for the remainder of the license term. No inspection or fees will be required to assign/transfer a rental license.

(H) *Complaints…*

TO AMEND SECTION 150.56 INSPECTIONS (Rental Housing Code) BY REVISING SUBSECTION (D), ADDING A NEW SUBSECTION (E), RE-LETTERING EXISTING SUBSECTION (E) "Complaints"AS SUBSECTION (F), AND RE-LETTERING EXISTING SUBSECTIONS (F), (G), AND (H) AS SUBSECTIONS (G), (H), AND (I) RESPECTIVELY AS FOLLOWS:

(D) In the event that a rental property is sold and the existing rental license is assigned to the new owner [Section 150.55(G)], the property will not be subject to a rental inspection for the remainder of the license term unless a complaint is received.

(E) In the event of a pandemic (such as occurred in 2020) or natural or manmade disasters occurring in Windom including, but not limited to, tornado, flooding, fire, etc., which prevent or delay timely inspections of the rental properties in the Zone requiring licensing/relicensing that year, the licensing/relicensing deadline for that Zone may be extended and the deadline for relicensing properties in the other two Zones may be extended at the option of the City Council.

TO AMEND SECTION 150.56 BY ADDING A NEW SUBSECTION (I)(3) to the re-lettered Subsection (I) AND RE-LETTERING EXISTING SUBSECTION (I)(3) AS (I)(4) AS FOLLOWS:

(3) The sale of a licensed rental property may be exempt from another rental inspection during that license term pursuant to Section 150.56(D).

(4) A property owner may be entitled to an exemption ….

TO AMEND SUBSECTION 150.58(H) BY REVISING THE REFERENCE TO THE SECTION IDENTIFIED AS § 105.55(F) TO READ § 150.55(H) AS FOLLOWS:

(H) If the property owner fails to pay the license or renewal fees, re-inspection fees, the fines specified at § 150.55(H), the fines specified at § 150.58(E), ….

ALL OTHER PROVISIONS OF THESE SECTIONS 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 16th day of February, 2021.

____
Dominic Jones, Mayor

Attest:____________________________
Steve Nasby, City Administrator

1st Reading:	February 2, 2021
2nd Reading:	February 16, 2021
Adoption:	February 16, 2021
Published:	February 24, 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: February 2, 2021 (City Council Meeting Date)
RE: Request for Extension of Time – CUP Condition – T&M Development LLC
DEPT: Building & Zoning
CONTACT: Andrew Spielman, Building & Zoning Official, at 832-8660 or andrew.spielman@windommn.com

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Recommendations/Options/Action Requested

Modify a condition placed on a CUP/PUD for property at 1955 First Avenue to extend the date until April 1, 2021, for transfer of title of the property to T&M Development, LLC OR remove this condition from the Conditional Use Permit approved for the property.

Issue Summary/Background

On December 15, 2020, the City Council approved the Application submitted by T&M Development, LLC for a Conditional Use Permit (CUP) to allow a Planned Unit Development (PUD) on the Guardian Inn property which is located in a B-2 Highway Business District. The City Council also approved the PUD General Concept Plan for a change in use of the property from hotel/motel to multi-family (apartments).

In its Motion approving the CUP, the City Council placed the following conditions: A six-foot privacy fence to be placed on the South side of the property and the applicant must complete the Residential Planned Unit Development as proposed in the CUP/PUD Application with title transfer completion by February 15, 2021.

Due to the additional time required to finalize title matters and financing for the purchase of the property, the closing has been delayed from its original date in January until a date later in February 2021.

As the date has changed more than once, the Building & Zoning Office is requesting that the City Council extend the date by which title to this property must be transferred to T&M Development, LLC until April 1, 2021. Or in the alternative, that the City Council remove the condition setting forth the date by which title to the property must be transferred. (Typically CUPs run with the land and not the property owner.)

Fiscal Impact

There is no fiscal impact for the City if the City Council approves the extension or removal of the deadline for transfer of title of the above-described property.

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:	DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE:	FEBRUARY 2, 2021
RE:	Proposed Revisions to Cottonwood County Home Initiative Program Revised Guidelines
DEPT:	Development Department
CONTACT:	Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

1. Provide direction regarding the potential option for a tax abatement for a remodel that creates new housing units in Windom.
2. Review the proposed revisions to Cottonwood County Home Initiative Program Revised Guidelines.
3. Approve the proposed revisions to the Guidelines. These revisions to the Guidelines would open up possibilities to create new housing units through remodels.

Issue Summary/Background

At previous City Council Meetings, we discussed the potential Guardian Inn Project which is a remodel of existing motel rooms into new housing units. The Cottonwood County Home Initiative Program Revised Guidelines adopted by the County Commissioners on December 3, 2019, and adopted by the Windom City Council do not include any provisions concerning remodeling of an existing building into new housing unit(s).

Based on discussions with the Windom City Council, there was interest in reviewing proposed revisions to the Guidelines to include remodels that create new housing units. Eligible remodeling projects include, but are not limited to, remodeling of commercial properties, former school buildings, former hospitals, etc. into new housing unit(s) as permitted by zoning. Because the purpose of the Home Initiative Program is to encourage construction of new housing units, the remodeling of existing or former housing unit(s) would NOT be eligible projects for this program.

Attached is a copy of the proposed revisions to the Guidelines for your review.

Fiscal Impact

None at the present time for revising the Guidelines. Each potential project would be presented to the City Council for review of the requested tax abatement for a project to remodel existing building(s) into new housing unit(s).

Attachments

1. Cottonwood County Home Initiative Program Revised Guidelines *(with proposed new revisions highlighted in yellow).*

12/31/2019 (Updated: 2/ /2021)

Cottonwood County Home Initiative Program

REVISED Guidelines

(January 1, 2020 – December 31, 2022)

Intent

The purpose of the Cottonwood County Home Initiative Program is to provide incentives in Cottonwood County to encourage the construction of new owner-occupied and rental residential housing units, encourage remodeling of existing building(s) into new housing unit(s), encourage replacement of dilapidated housing structures, and increase future tax revenues in Cottonwood County.

Tax Abatement Availability

Minnesota Statute §469.1813 sets forth abatement authority, procedures, and requirements. Subdivision 8 of §469.1813 places limitations on tax abatement.

On December 3, 2019, the Cottonwood County Board of Commissioners extended the application period for the Cottonwood County Home Initiative Program for an additional three-year period ending on December 31, 2022. The Board of Commissioners capped the maximum valuation of a single-family home eligible for tax abatement by Cottonwood County at $290,000. The City Council of Windom, Minnesota, and the School Board of the Windom Public School District (ISD 177) did not adopt any valuation cap.

Eligible Participants

Any person who constructs a new single-family home, duplex, or multi-family complex or who remodels an existing building into new housing unit(s), and who files application material and seeks formal approval from appropriate local jurisdictions between January 1, 2020, and December 31, 2022, may be eligible to receive 100% tax abatement of the County's share of increased real estate taxes **(capped at a valuation of $290,000 for a new single-family home)**, and shares of School District's and City's taxes (if applicable), generated by the construction of new housing or a new single-family home or remodeling of an existing building into new housing unit(s), for a period of five (5) years provided all of the following requirements are met:

1. Property is located within Cottonwood County and zoned properly for the proposed development project.
2. The applicant shall not have received other local financial assistance (tax increment financing/TIF, Workforce Housing, SCDP).
3. Project is constructed pursuant to building codes adopted at the time the building permit is obtained.
4. Property taxes are current and paid on time and in full.
5. Program approvals must be obtained from each applicable taxing authority prior to the start of construction of the new housing/home or remodeling of an existing building into new housing unit(s).

Eligible remodeling projects include, <u>but are not limited to</u>, remodeling of commercial properties, former school buildings, former hospitals, etc. into new housing unit(s) as permitted by zoning. The tax abatement will only cover the portion of the structure that is remodeled into new housing unit(s). Remodeling of existing or former housing unit(s) would not be eligible projects for this program.

Multi-family projects of a minimum of 4 rental units may seek approval for a longer tax abatement period not exceeding the maximum defined by State Statute. Each of these multi-unit requests will be considered on an individual basis.

12/31/2019 (Updated: 2/ /2021)

Abatement Program

The real estate taxes to be abated shall be up to the full amount of the real estate taxes from added tax base of the newly constructed housing/home or building remodeled into new housing unit(s) collected annually by the County and, if applicable, by the City where the property is located. Participating School Districts can abate the percentage which is allowed by state law.

This abatement will not include voter-approved school referendums, local levies, or state aid pursuant to Minnesota Statutes §§ 127A.40 to 127A.51.

Real estate taxes collected for the value of the land or the value of any current additional structures on the property are not eligible for tax abatement, and will not be abated as part of this program.

This abatement also does not apply to, or include, existing and/or new assessments to the property.

This abatement will transfer to the new property owners for the balance of the five-year abatement period upon the sale of the property.

Application

Statute requires the County and each applicable taxing authority to review each abatement application prior to approval of the proposed abatement. All applications will be considered on a "first come - first served" basis. The acceptance of new applications will be contingent upon board approval and abatement capacity as defined above.

A complete Application for Abatement shall consist of:

- A letter addressed to the Cottonwood County Home Initiative Administrator requesting abatement for an eligible project.
- Legal description, address and property identification number for the subject property.
- An aerial or plat map outlining the lot lines of the property.
- A site plan showing the proposed location and dimensions of the new home/housing project on the property. If the project is a remodel of an existing building, include a site plan of the existing property and any proposed additions.
- Floor plans for the new home/housing project or the remodeling project.
- Estimated market value of the new home/housing project or remodeling project.
- Applications for properties in unincorporated areas of the County also require a Building Setback Permit issued by the Cottonwood County Planning & Zoning Office and SSTS (Septic System) Permit issued by Cottonwood County.
- A copy of the building permit should be submitted after it has been issued.

Applications are to be submitted to Economic Development Authority of Windom ("EDA"), 444 9th Street, P. O. Box 38, Windom, Minnesota 56101. Upon receipt of a completed application, the EDA will submit information to the County and, if applicable, to the appropriate City and School District to schedule date(s) on which each entity will consider the application. Notice of these dates shall be sent to the applicant within 30 days of the filing of the application. Upon consideration and approval by the appropriate taxing authority, each taxing authority will adopt a resolution approving the abatement and outlining the details of the abatement program. Copies of these resolutions will be forwarded to the applicant.

The abatement shall be null and void if construction of the new home or the remodeling project is not commenced within six (6) months of the approval of the final resolution which is adopted by a taxing entity or if real estate taxes are not paid on or before the respective annual payment deadlines.

Abatement Payments

The abatement period will commence on the first full year of taxes payable for the increased assessed value related to the capital improvement [new home/new housing unit(s)] and shall continue for a total of five (5) years.

The County and each participating entity (such as City and/or School District) shall provide the awarded abatement payments following full payment by the property owner(s) of the real estate taxes due annually.

One payment of each entity's share of the abatement shall be made to the property owner(s) of record by December 30th of each calendar year during the five-year period.

Application Information
Contact: Drew Hage, EDA of Windom, 507-832-8661 (Office), 507-822-5918 (Cell),
E-Mail: drew.hage@windommn.com

RESOLUTION #2021-

INTRODUCED:
SECONDED:
VOTED: Aye:
Nay:
Absent:

CITY OF WINDOM

RESOLUTION APPROVING AMENDMENTS TO THE FEES AND CHARGES SCHEDULE

WHEREAS, the City Council has the authority to establish fees and charges for municipal services, admissions and rentals; and

WHEREAS, the City Council periodically establishes fees and charges for municipal services; and

WHEREAS, a "Fees and Charges Schedule" has been created to consolidate the service fees and charges for all city departments into one document; and

WHEREAS, City Staff have reviewed current fees and charges for their departments and have, if applicable, included recommended adjustments of such fees and charges in the schedule; and

WHEREAS, it is in the best interests of the City of Windom and its citizens to operate the city in a cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Windom, Minnesota, as follows:

> The "Fees and Charges Schedule" dated February 2, 2021 is hereby adopted and all fees and charges are amended as set forth in said schedule.

Adopted this 2nd day of February, 2021.

____
Dominic Jones, Mayor

ATTEST:

____
Steven Nasby, City Administrator

CITY OF WINDOM
FEES & CHARGES SCHEDULE

February 2, 2021

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
GENERAL GOVERNMENT			
	Liquor License		
	On Sale	1,000.00	Resolution 2021-09
	Sunday	100.00	Resolution 2021-09
	Private Sidewalk Café – Annual Renewal Required	50.00	Resolution 2018-50
	Wine License		
	On Sale	75.00	Resolution 2021-09
	Beer License		
	On-Sale (3.2 Only)	75.00	Resolution 2021-09
	Strong Beer Authorization	50.00	Resolution 2021-09
	Temporary On-Sale Liquor – Per Day	25.00	
	Set-Up License	250.00	
	Spring Cleanup	1.00/per month/all residential utility customers	
	Other Business Licenses/Permits		
	Theatre License	25.00	
	Dance Permit – Per Day	10.00	
	Police fee for Dance – Per Hour/Per Officer	40.00	
	Cigarette	20.00	
	Game of Skill	50.00 first game 15.00 each additional game	
	Peddler/Solicitor/Transient Merchant – Annual	40.00	
	Initial Investigation fee	20.00	
	Exempt Permit	25.00	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Premise Permit	25.00	
	Taxicab License	50.00	
	Background Check fee	20.00	
	Sales of Maps, etc.		
	8 1/2"x11"	.25	
	Map - 24"x24"	2.00	
	Photo Copies		
	Letter size – each page	.25	
	Legal size – each page	.25	
	11" x 17" size – each page	.35	
	Color copies – each page	1.00	
	Fax Charges		
	Sending: 1st page	1.00	
	Each additional page	.50	
	Receiving Each page	.50	
	Paper punch/binding - per page	.05	
	Set of address labels from utility customer listing (water/sewer only)	50.00	
	Utility customer detail (as allowed by law)	100.00	
	Assessment Certificates	20.00	
	Filing Fees:		
	City Council Seat	5.00	MN Statutes
	Annexation Petition Fee	25.00	
	Miscellaneous		
	City Code Updates	25.00	
	Information retrieve/records search	Hrly. pay rate of staff	
	City Charter	5.00	
	Overdue Book Fine	10¢ per day	
	Overdue Movie Fine	1.00 per day	
	Library - Photo Copies	25¢ - 50¢	
	Library - Full Paper Color	1.00	
	Library - Scan	25¢	
	Library Card Replacement Fee	3.00	
	Logo Caps & Cups	5.00 + tax	
	NSF Fee – City	25.00	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	NSF Fee – River Bend Liquor	30.00	
BUILDING & ZONING:			
	Building Permits:		
Total Valuation	**Fee**		Resolution 2001-34
$1-$500	$21.00		
$501-$2,000	$21.00 for the first $500, plus $2.75 for each additional $100 or fraction thereof, to and including $2,000.		
$2,001-$25,000	$62.25 for the first $2,000, plus $12.50 for each additional $1,000 or fraction thereof, to and including $25,000.		
$25,001-$50,000	$349.75 for the first $25,000, plus $9.00 for each additional $1,000 or fraction thereof, to and including $50,000.		
$50,001-$100,000	$574.75 for the first $50,000, plus $6.25 for each additional $1,000 or fraction thereof, to and including $100,000.		
$100,001-$500,000	$887.25 for the first $100,000, plus $5.00 for each additional $1,000 or fraction thereof, to and including $500,000.		
$500,001-$1,000,000	$2,887.25 for the first $500,000 plus $4.25 for each additional $1,000 or fraction thereof, to and including $1,000,000.		
$1,000,001+	$5012.25 for the first $1,000,000 plus $2.75 for each additional $1,000 or fraction thereof.		
State Surcharge Fee	.0005 x total value of construction		
Plan Review Fee	65% of City's building permit fee for Commercial 35% of City's building permit fee for Residential		
Connection Inspection Fees	Sewer Connection Inspection Fee: $150.00 Water Connection Inspection Fee: $150.00		
Refunds	Written request; refunds at discretion of Building Official. <u>If project not started</u>: Within 5 days of application date - City's permit fee, state surcharge and 80% of plan review fee; within thirty (30) days of application date –80% of City's permit fee, no refund of state surcharge or plan review fee.		
Manufactured Home/ Structure Permit Fee	$49.00 + $1.00 Surcharge		
Residential – Plumbing only Permit	New/alter plumbing system (not fixtures)	$49.00 + $1.00 Surcharge	
Residential - Mechanical only Prmt	New/replace gas-fired appliance/gas piping	$49.00 + $1.00 Surcharge	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
Commercial Plumbing & Mechanical	To be added in valuation for building permit	Based on valuation	
Inspection Fee	Outside City (Minimum Charge = 2hrs)	45.00/hour	
	Conditional Use Permit/Variance (includes recording fees) Appeals Subdivision (Chapter 151) – Platting (Developer responsible for recording fees) P.U.D. (includes recording fees) Minor Subdivisions (Developer responsible for recording fees) Preliminary Staff Review Amendment to Zoning Ordinance (Rezoning) (includes recording fee) Zoning Amendment (Re: Text) (does not include recording fees) Vacation of Public Way (includes recording fee)	150.00 25.00 150.00 150.00 50.00 0.00 150.00 70.00 70.00	
	Other Permits Zoning Permits – Decks/Sheds (not requiring BP), fences & driveways (new/replace) Excavation in City black top or concrete street Wall Signs Ground and pedestal signs Portable signs/temporary signs/misc. Demolition Permit Moving Permit Fireworks (sales & storage) Right-of-Way Permit – Obstruction/Excavation (valid for 180 days) Permit Extension (additional 180 days) Delay Penalty (over 180 days or extra) Outside Street Inside Street	50.00 300.00 25.00 (each) 50.00 (each/per period) .00 50.00 50.00 50.00 (1st 400 ft) 50.00 (each additional 100ft) 10.00 35.00 35.00 + 15.00/day 35.00 + 25.00/day	 deposit
	Reimbursements – Public Nuisance Administrative Fee (Abatement by City) Abatement (including labor, equipment & landfill costs) Nuisance Board Hearing-Administrative fee City Abatement (following Nuisance Board Ruling):	$150.00 Actual Cost (minimum $100.00) $150.00	Ordinance No. 143 & 151, 2nd Series Resolution 2013-62 Resolution 2013-62 & 153, 2nd Series

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Administrative Fee Abatement (including labor, equipment & landfill costs) Mowing of grass & weeds (by Street Dept) Sidewalk Snow/Ice Removal	$150.00 Actual cost minimum $200.00 minimum $100.00	Resolution 2013-62 (minimum $100.00)
	Recording/Satisfaction Fees Document Preparation & Attorney Review for Initial Loan, Assumptions, Subordinations and Refinancing	Actual cost Actual cost	
	Rental Housing Fees **Three-Year License Term:**		
	Single-Family House	50.00	Resolution 2017-93
	2 to 4 units	40.00/per unit	Resolution 2017-93
	More than 4 units	35.00/per unit	Resolution 2017-93
	Maximum Charge to Any Single Property	500.00	Resolution 2017-93
	Late Fee:		
	Renewal received after March 31st of Renewal Year:	Double License Fee	Resolution 2017-93
	License Renewal - Alternate Renewal Periods:		
	Renewal Fee (if property qualifies)	10.00/per unit	Resolution 2017-93
	Maximum Charge to Any Single Property	150.00	Resolution 2017-93
	Re-Inspection Fees		
	Second Inspection	50.00/per unit	Resolution 2017-93
	Third Inspection	100.00/per unit	Resolution 2017-93
	Complaint Fees		
	Initial Complaint (Per Unit) – First Inspection	No Charge	Resolution 2017-93
	Initial Complaint (Per Unit) – Subsequent Inspections	Re-Inspection Fees Apply	Resolution 2017-93
	Subsequent Complaint (Same Rental Unit Within 12 Months)	50.00	Resolution 2017-93
	Daily Fines (Per Rented Unit)	20.00/day	Resolution 2017-93
PUBLIC SAFETY:			
	Animal License (Cat & Dog) Unspayed Female	8.00 + tax	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	All others	5.00 + tax	
	Accident & investigation Report		
	First copy (if not directly involved party)	. 25 per page	
	Each additional picture	.25	
	Mail	Actual cost	
	Parking Tickets		
	General Parking – No Parking (2:00 a.m- 6:00 a.m.)	34.00	Section 73
	No Parking in Alley	34.00	Section 73
	Parking over 36 hours	34.00	Section 73
	Time Limit on Parking	34.00	Section 73
	Truck Parking	34.00	Section 73
	Vehicle Repair on Street	34.00	Section 73
	Parking for Advertising or Selling	34.00	Section 73
	Parking Restrictions on Co. Rd. 13	34.00	Section 73
	Snow Emergency	34.00	Section 73
	Parking- Block Snow Removal	34.00	Section 73
	Animal (Cat & Dog) Impound, Boarding		
	Impound		
	No License	40.00 + tax	
	With License	20.00 + tax	
	Boarding		
	No License	15.00 (per day) + tax	
	With License	10.00 (per day + tax)	
	Administrative Fees:		
	Vehicle Impound storage	15.00/day	
	Fire Department		
	Fire Call	1,000.00	Ordinance #164, 2nd Series
	Ambulance Department		
	Basic Life Support Rate	650.00	Resolution 2015-33
	Advance Life Support Rate	850.00	Resolution 2015-33
	Non Transport with patient assessment	450.00	Resolution 2015-33
	Basic Life Support Mileage loaded mile rate	12.00	Resolution 2015-10
PUBLIC WORKS:			

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Street Use Permits (service cuts) - work performed by city staff		
	Cold mix bituminous	Actual cost + 10%	
	Hot mix bituminous	Actual cost + 10%	
	Main Street and all state-aid streets	Actual cost	
	Street Equipment Labor & Rental Rates (Equipment rentals are 1-hour min.)		
	Labor rate	85.00/hour	
	Unit 48 – 2018 Cat236D Skidsteer Loader w/attach	110.00/per hr	
	- 2018 Cat236D Skidsteer &Asphalt Milling Attachment	110.00/per hr	
	- 2018 Cat236D Skidsteer & SweeperBroom Attachment	110.00/per hr	
	Unit 42 - 2004 International Dump Truck	110.00/per hr	
	- Falls Snow Plow, Falls Sander & Dump Body	150.00/per hr	
	Unit 43 – 2004 International Dump Truck	110.00/per hr	
	- Falls Snow Plow, Falls Sander & Dump Body	150.00/per hr	
	Unit 44 – 2007 International Dump Truck	110.00/per hr	
	- Falls Reversible Snow Plow, Sander & Dump Body	150.00/per hr	
	Unit 45 – 2015 John Deere 624 Loader w/bucket	150.00/per hr	
	with snow plow	175.00/per hr	
	Unit 81 – 2004 Sno-Go Snow Blower for Unit 45	185.00/per hr	
	Unit 47 - 544G Front End Loader w/2.25 Yard 4 in 1 Bucket	140.00/per hr	
	- plow for Unit 47	160.00/per hr	
	Portable Air Compressor w/attachments	100.00/per hr	
	Unit 49 – 2019 Elgin Street Sweeper	160.00/per hr	
	328D Toro Grounds Master 72"mower	60.00/per hr	
	4000D Toro Grounds Master 11'Mower	85.00/per hr	
	3520 John Deere Utility Tractor	75.00/per hr	
	John Deere 3 Point Hitch 72" Mower w/Tractor	90.00/per hr	
	75 – 10-12' wood homemade barricades	10.00 each/daily	
	200 – 12" to 3' tall traffic cones	1.00 each/daily	
	300 lin feet orange construction plastic fencing	$10.00 per 50'/daily	
	Road Boss 3-point grader	45.00/per hr 360.00/dy	
	chainsaw	25.00/per hr 250.00/dly	
	Street Materials Sold to Public		
	Gravel Class 5	Actual cost + 10%	
	Blacktop (cold mix/hot mix)	Actual cost + 10%	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Black Dirt Labor Cost Sweeper Dump Truck	Actual cost + 10% 60.00/hour 160.00/hour 110.00/hour	
COMPOST & LEAF BURNING PERMIT FEES:			
	Commercial Compost Permit-Annual Resident Compost Permit-Annual	0.00 0.00	
	Leaf Burning Permit	5.00	
CULTURE & RECREATION:			
	Commercial Tent Usage in Park	25.00/daily	
	Shelter House Rental Cottonwood Lake or Island Park	40.00/daily + tax	March 7, 2017
	Island Park Campgrounds Nightly Non Registered	 10.00 10.00	
	City Council Chambers	$40.00/hr weekday $60.00/hr weekend	
	Bleacher Rental – Renter hauls	35.00/each/per day	
	COMMUNITY CENTER RATES Room 105 – Small Multi Use Room Room 117 – Senior Center/Kitchenette (1 to 4 hrs) 5 hrs After 5 hrs Room 120 – Senior Dining Room 5 hrs After 5 hrs Half Room Rates 5 hrs	 15.00/hr weekday 30.00/hr/weekend 45.00/hr (1 to 4 hrs) 200.00 $40/hr for each hr after 5 hrs 30.00/hr weekday M-F 40.00/hr (1 to 4 hrs) 175.00 $35/hr for each hr after 5 hrs 25.00/hr (1 to 4 hrs) 100.00	 Resolution 2015-34 Resolution 2015-34 Resolution 2015-34 Resolution 2015-34 Resolution 2015-34

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	After 5 hrs	$20/hr for each hr after 5 hrs	Resolution 2015-34
	Room 127/128 - Large Multi-Purpose Room	60.00/hr (1 to 8 hrs)	
	9-10 hrs	500.00	
	After 10 hrs	50.00/hr for each hr after 10 hrs	
	Half Room Rates	40.00/hr (1 to 8 hrs)	
	9-10 hrs	350.00	
	After 10 hrs	35.00/hr for each hr after 10 hrs	
	Room rental rates reduced 25% for M-F if not listed above		
	Winter Rental rates reduced 25% Dec. 15th – March 1st		
	Wedding/Anniversary Pkg		
	Full Room Rate	Saturday/1,400.00	Resolution 2018-83
		Friday/Sunday/600.00	
	½ Room Rate	Saturday/950.00	Resolution 2018-83
		Friday/Sunday/400.00	
	Christmas Pkg	½ Room/450.00	
		Full Room/675.00	Resolution 2018-83
	Outside Entertainment Pkg	$250.00/max 14 hrs	Resolution 2018-83
	Outside Entertainment Area – with interior room rental	$100.00	Resolution 2018-83
	Full Kitchen $200 deposit	25.00 hr/min 3 hr	Resolution 2018-83
	Caterer Kitchen – Partial Kitchen Use	$100.00	
	EQUIPMENT FEE PER EVENT/PER DAY		
	Portable Sound System (Room 120)	Sm 25.00 Large 125.00	
	Portable Projector Screen	15.00	
	Power Point Projector	St 100.00 or HD200.00	
	12x16 screen	50.00	
	Dance Floor	75.00	
	Stage	100.00	
	Piano	25.00	
	Wedding Back Drop	75.00	
	Lattice Arches	1-25.00	
		3-50.00	Resolution 2018-83
	Portable Heaters	10.00	Resolution 2018-83

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Picnic Tables	10.00	
	Bar Set-up Fee –		
	Small groups (up to 50)	50.00	
	Medium groups (51-200	150.00	
	Large groups (200 +)	250.00	
	Dumpster Fee (rooms 127 & 128)		
	Up to 300 people	25.00	
	301-600 people	50.00	
	601-1000 people	75.00	
	35 cup Coffee Pot (includes coffee, cups, napkins, cream & sugar)	15.00	
	100 cup Coffee Pot (includes coffee, cups, napkins, cream & sugar)	25.00	
	Set-up & Take Down Fees (Chairs & Tables)		
	Multi-Use Room (Half room)	75.00	
	Multi-Use Room Large – Less than 500 people	125.00	
	Multi-Use Room Large - More than 500 people	150.00	
	Photocopies	25¢ per page	
	Lattice panels (4 available)	10.00 each	Resolution 2015-34
	Bar Tables (set of 5)	45.00	Resolution 2015-34
	8' pillar (set of 4)	45.00	Resolution 2015-34
	4' pillar (set of 4)	25.00	
	Wooden Post (set of 6)	15.00	Resolution 2015-34
	Potted sticks	15.00	
	Sm. children table w/benches	10.00	
	Ceiling swag		
	Full room	325.00	Resolution 2015-34
	½ room	175.00	Resolution 2015-34
	ARENA RATES		
	Season Skating Pass		
	Family	80.00	Resolution 2014-47
	Individual	45.00	Resolution 2014-47
	Old-Timers Hockey (Sundays)	65.00	Resolution 2014-47
	Old-Timers + Family Pass	115.00	Resolution 2014-47
	Daily Admission		
	Individual	3.00	
	Old-Timers Hockey	7.00	Resolution 2014-47

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Skate Rental		
	Daily	2.50	
	Seasonal	50.00	Resolution 2011-54
	Hourly Ice Rate (over 100 hrs during ice season)		
	Frequent User –Seasonal hrly rate	120.00 per hr	Resolution 2020-11
	Non Frequent/Out of Town User hrly rate	125.00 per hr	Resolution 2020-11
	Non-Prime Time Ice Rental Rate	100.00 per hr	Resolution 2020-11
	STORAGE		
	Units under 20 ft	125.00	
	Units between 20-30 feet	150.00	
	Units over 30 feet	200.00	
	BUILDING RENT		
	1st Day	375.00	Contract Rate
	2nd Day	350.00	Contract Rate
	3rd Day, Additional Days	250.00	Contract Rate
	STALL RENT		
	1st Day	18.00	Contract Rate
	2nd Day	14.50	Contract Rate
	3rd Day, Additional Days	12.00	Contract Rate
	RACQUETBALL/WALLY BALL/BASKETBALL COURT FEES		
	Non-Member Adult hrly racquetball	3.00 per person/per hr	
	Non-Member Youth hrly racquetball	1.50 per person/per hr	
	Wally ball	20.00 per hour/court	
	Basketball	12.50 per hour	
	Archery		
	Individual Membership	30.00	Resolution 2014-62
	w\additional family members -	10.00 per person	Resolution 2014-62
	Youth Membership	15.00	Resolution 2014-62
	Daily Adult Fee	5.00	Resolution 2014-62
	Daily Youth Fee	3.00	Resolution 2014-62

FUND NO.	DESCRIPTION		FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	POOL FEES			
	Pool Passes			
	Season Pass			
	Family		100.00	Resolution 2014-12
	after May 31		120.00	Resolution 2014-12
	Individual		60.00	Resolution 2014-12
	after May 31		70.00	Resolution 2014-12
	Wading Pool/Non-Swimmer Individual pass		25.00	Resolution 2014-12
	Individual (child/adult) Daily Admission		4.00	Resolution 2014-12
	Wading Pool Admission		1.00	Resolution 2014-12
	Punch Card All Users(10 Punch Card 1-punch per/day)		33.00	Resolution 2014-12
	Family Hour		8.00	Resolution 2014-12
	Swimming Lessons – (Including Pre-School Aquatic)		35.00	Resolution 2016-17
	Private Lessons		55.00	Resolution 2016-17
	Semi-Group Lessons (lower instructor-to-Student ratio)		45.00	Resolution 2016-17
	Parent & Child		15.00	Resolution 2014-12
	Aqua Zumba		5.00	
	Private Pool Rental		$90.00 minimum (up to party of 40, additional fee based on number in party/hour	
	RECREATION FEES			
	Tykes, Kindergarten T-Ball, Coach Pitch/T-Ball		48.00	Resolution 2014-12
	Softball K-1st Grade		45.00	
	Pony League		63.00	Resolution 2014-12
	Flag Football & Soccer		53.00	Resolution 2014-12
	Morning Baseball and 30/60 League		70.00	Resolution 2014-12
	Morning Baseball		45.00	
	Sand Volleyball Team Entry Fee	15+ teams	150.00	Resolution 2014-12
		14- teams	165.00	Resolution 2014-12
	Ball Field Usage Rates			
	Men's Softball League Annual Rate per/team		150.00	
	Co-Ed Softball League Annual Rate per/team		150.00	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Sunday Church League Annual Rate per/team	50.00	
	Sand Volleyball Court – Non-League Special Events Rate for entire complex regardless of how many courts used. City will Prepare courts during week days only prior to event unless pre-arranged	150.00	
PUBLIC UTILITIES - WATER/SEWER FUND:			
	State Surcharge on all water connections	.81¢	
	Residential Charges		
	Water – Monthly minimum	16.61	Resolution 2019-12-01
	1-3,740	1.76/1,000 Gal.	Resolution 2019-12-01
	3,741-7,480	4.03/1,000 Gal.	Resolution 2019-12-01
	Excess 7,481	5.15/1,000 Gal.	Resolution 2019-12-01
	Sewer – Monthly minimum	35.18	Resolution 2018-11-01
	Usage up to 22,440 gallons	1.76/1,000 Gal.	Resolution 2018-11-01
	Sewer Only –		
	Apartments	38.70	Resolution 2018-11-01
	Homes	43.97	Resolution 2018-11-01
	Commercial Charges		
	Water – Monthly minimum	16.61	Resolution 2019-12-01
	1-3,740	1.76/1,000 Gal.	Resolution 2019-12-01
	3,741-7,480	4.03/1,000 Gal.	Resolution 2019-12-01
	Excess 7,481	5.15/1,000 Gal	Resolution 2019-12-01
	Sewer – Monthly minimum	35.18	Resolution 2018-11-01
	Per 1,000 Gal.	5.63/1,000 Gal.	Resolution 2018-11-01
	Sewer Only	46.90	Resolution 2018-11-01
	Request for Utility Account Info		
	Picked up – (1 month)	5.00	
	12 months	30.00	
	Mailed	5.50	
	Faxed	6.00	
	Additional Account Fee	1.50	
	Service Charges		
	Late Fee per unpaid water/sewer bill	5%	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Meter Bottom Replacement		
	3/4"	75.00	
	1"	100.00	
	Labor Cost	50.00/hour	
	Retrieval of Information/Records Search	Hourly rate of staff	
	Reconnect Fee	40.00 each + tax	
	Reconnect After Hrs	75.00 each + tax	
	Bulk Water	5.00/1,000 gallons	$15.00 minimum
	Jetter & Operator	150.00/hour	
	Vac Unit	150.00/hour	
	Sales Tax (Commercial accounts only)	6.875%	
ELECTRIC FUND			
	Meter Pre-Payment- Required of all renters and contract for deed properties before utilities can be transferred into renter's name	300.00	Utility Comm – Jan. 27, 2010
	Residential:		
	All Kwh's @.079/kwh		
	City Customer Charge	13.00/month	Resolution 2020-06-01
	Out of City Charge	25.00/month	Resolution 2020-06-01
	Security Light Charge - 57 watt LED	8.00/month	Resolution 2020-06-01
	- 150 watt LED	18.00/month	Resolution 2020-06-01
	Commercial & Municipal Charges:		
	KWH's @ .085/kwh		Resolution 2020-06-01
	Single phase	21.00/month	Resolution 2020-06-01
	Three phase	29.50/month	Resolution 2020-06-01
	Industrial:		
	Meter charge	46.50/month	Resolution 2020-06-01
	All KWH's @.044/kwh		Resolution 2020-06-01
	Demand Charge @ $13.95/kw		Resolution 2020-06-01
	Minimum Demand 30%		Resolution 2020-06-01
	Service Charges		
	Late Fee	5%	
	Tag Fee	25.00 + tax	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Disconnect Fee Reconnect Fee Reconnect Fee After Hrs	25.00 + tax 25.00 + tax 125.00 + tax	May 2016 Utility Commission mtg
	Electric Dept Labor and Equipment Rates Labor rate Overtime labor rate Unit 30 Pickup Truck Unit 31 Line Truck Unit 32 Bucket Truck Unit 33 Digger Truck Unit 34 Flatbed Truck Unit 35 Small Bucket Truck Unit 362 Mini Skid Plow Unit 360 Ditch Witch Trencher Unit 365 Vermeer Drill Unit 370 Chipper Unit 363 Mini Excavator Unit 301 Line Truck Unit 364 Bobcat Skid Loader Unit 380 Vermeer Vac Equipment Boring tool Light bulb replacement/Banner	 64.97/per hr 129.94/per hr 25.00/per hr 35.00/per hr Minimum 125.00 per hr Minimum 125.00 per hr 25.00/per hr 75.00/per hr 5.00/ft 5.00/ft 8.00/ft 100.00/per hr 90.00/ per hr 25.00/ per hr 75.00/per hr 100.00/per hr 8.00/ft 75.00 plus ½ of labor rate charge 32.49	
AIRPORT FUND			
	Hangar Rental Fee Small Hangars Medium Hangars Large Hangars	35.00-90.00/month 125.00/month 475.00/month	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
TELECOM FUND			
	TELEPHONE *	**monthly rate**	
	Residential Basic Service	14.45	
	Residential All-In Voice Pkg	30.00	Resolution 2015-14
	Business Basic Service	26.45	
	Non-published	2.50	
	Non-listed	1.25	
	* additional items are included in the telephone tariff		
	VACATION RATE – Absence exceeding 90 days		
	Telephone	10.00/month + taxes and US fee	
	Internet	5.00 per month + tax – No reconnection fee	
	TV	.00/mo–20.00 recon+tax	
	Non-Pay Reconnect fee (1 0r all 3)	35.00 + tax	
	ENHANCED CALLING FEATURES	**monthly rate**	
	Voice Mail	3.50	
	Caller ID	3.00	
	Call Waiting	2.00	
	Call Forwarding	2.00	
	Speed Dialing	2.00	
	Selective Call Rejection	2.00	
	Busy Call Transfer	2.00	
	Sim Ring	4.00	
	Line Hunting	2.95	
	3-Way Calling/Call Transfer	2.95	
	Distinctive Ring	4.95	
	LONG DISTANCE CALLING		
	Basic Long-Distance Calling Rate	10¢/min	
	1-800	12¢/min	
	Long Distance Pkg	$1.99/month + 6¢/min	
	1-800	$3.95/month 6¢/min	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	INTERNET SERVICES	**monthly rate**	
	Starter Lite	52.00	Resolution 2017-67
	Starter Plus	67.00	Resolution 2017-67
	Deluxe	77.00	Resolution 2017-67
	Premium	87.00	Resolution 2017-67
	Business Data Services - $60 NRC		
	Business 20 Data	70.00	Resolution 2018-28
	Business 70 Data	100.00	Resolution 2018-28
	Business 125 Data	175.00	Resolution 2018-28
	Business 250 Data	250.00	Resolution 2018-28
	Business 1 GB Data	300.00	Resolution 2018-28
	On Network Email account rate	$3.50 MRC	Resolution 2020-66
	Off Network Email account rate	$4.50 MRC	Resolution 2020-66
	Email account setup fee	$5.00 NRC	Resolution 2020-66
	Domain setup/change fee	$50.00 NRC	Resolution 2020-66
	Troubleshooting	Hourly Labor Rate – Current	Resolution 2020-66
	Custom setup	Individual Case Basis (ICB)	Resolution 2020-66
	CABLE TV SERVICES	**monthly rate**	
	Add Video to Data & Voice Packages		
	Basic	48.00	Resolution 2019-33
	Expanded	93.00	Resolution 2019-33
	Digital	108.00	Resolution 2019-33
	Featured Plans		
	HD	12.95	
	HBO	15.99	Resolution 2015-11
	Showtime/TMC/Flix	12.95	
	Starz/Encore	12.95	
	Additional Set-Top Box	2.99	
	HD Box	4.99	
	DVR	14.99	
	Remote	25.00	
	Commercial Multi-Unit Facilities with 10 or more units and a common connection as established December 29, 2008		
	Expanded Basic	8.00 per unit	August 22, 2016 Telecom mtg
	HBO	4.50 per unit	
	First standard Set-top box free w/add-on package		

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	MISC. SERVICES		
	Wire Maintenance Plan – Monthly rate	2.95 per service or 7.95 for all three services	
	New customer installation fee	40.00 per service	
	Moving Telecom Service	40.00 per service	
	Additional Outlet	21.95 material + labor	
	Trip Fee	12.50	
	Trip Fee – After hrs	25.00	
	Labor Fee	70.00/hr	
	Calling Detail on Invoices	2.00/month	
	804 Mesh Satellite	3.00/month	Resolution 2018-44
	Replacement fee	125.00	Resolution 2018-44
	Web Hosting Services	30.00/month	Resolution 2018-44
	Setup/change fee	50.00	Resolution 2018-44
	DNS Hosting Services	5.00/month	Resolution 2018-44
	Setup/change fee	25.00	Resolution 2018-44
	E911 Backup Battery (Fiber)	6.00/month	
	Install fee	60.00	

SEH

January 26, 2021

RE: City of Windom
Windom Municipal Airport
2021 Joint & Crack Repair – Bituminous Pavement

Steve Nasby
City Administrator
City of Windom
444 9th Street
Windom, MN 56101

Dear Steve:

Thank you for choosing SEH for engineering and planning services at the Windom Municipal Airport. We are pleased to present a proposal for design engineering services and construction administration for the 2021 Joint & Crack Repair – Bituminous Pavement project.

Enclosed is a copy of our proposal. If acceptable, please sign where indicated. Please keep a copy for City records and then return a copy to my attention at SEH. I will forward the contract electronically to Luke Bourassa and Brian Conklin, MnDOT Office of Aeronautics, as part of the grant application process.

Please contact me at 763.370.4055 if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

Lindsay R. Reidt

Lindsay Reidt, PE (MN)
Professional Engineer, Airport Planning and Design

Enclosure: Contract Agreement, Scope of Services, Estimated Hours and Fees

ARCHITECT/ENGINEER AGREEMENT
Between

City of Windom, Minnesota
(OWNER)

and

Short Elliott Hendrickson Inc.
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _______ day of ____________________, 20___, by and between the City of Windom, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Windom Municipal Airport, entitled:

2021 Joint & Crack Repair – Bituminous Pavement,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

☒ 1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

☐ 2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.

b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTAT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.

c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:

   1) Travel and subsistence.

   2) Computer services.

   3) Outside professional and technical services.

   4) Identifiable reproduction and reprographic charges.

   5) Expendable field supplies and special field equipment rental.

   6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.

d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

☐ 3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

a. Travel and subsistence.

b. Computer services.

c. Owner approved outside professional and technical services.

d. Identifiable reproduction and reprographic charges.

e. Expendable field supplies and special field equipment rental.

f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNET'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute,

then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.
If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.

1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.

3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.

4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.

5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

   If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.

12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.

13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

(_____) $10,000 or less
(__X__) $10,001 to $25,000
(_____) $25,001 to $100,000 or
(_____) $100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

Steve Nasby, City Administrator
City of Windom
444 9th Street
Windom, MN 56101

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Windom	**Short Elliott Hendrickson Inc.**
OWNER	CONSULTANT
By ____________________	By ____________________
Attest ____________________	By ____________________

Attachments: A, B, C

Attachment A
Project Scope and Scope of Engineering Services
2021 Joint & Crack Repair – Bituminous Pavement
Windom Municipal Airport
Windom, Minnesota

Project Description and Scope

The project consists of sealing and repairing existing cracks and joints on the bituminous pavements at the Windom Municipal Airport.

Scope of Engineering Services

The Scope of Engineering Services is itemized below. The plans will meet all requirements of the Minnesota Department of Transportation (Office of Aeronautics) and the Federal Aviation Administration (FAA).

The Consultant will provide the following specific services:

Preliminary and Final Design:

1. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required environmental categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.

2. Crack Repair – Quotation Package: Development of a quotation package that will include general conditions, bid form, contract, wage rate requirements, technical specifications, and drawings showing the scope of work and necessary details. The quotation package will be direct mailed to a minimum of three (3) qualified contractors.

3. Construction Safety Plan: A construction safety and phasing plan will be prepared for the Project and submitted to the FAA. A safety checklist form and an airspace analysis during construction are required to be submitted with the safety plan.

4. Quality Control Reviews: Provide quality control reviews and final review of plans and specifications.

5. Bidding and Award: Provide support to the City during the bidding and award process. Specific services include distribution of the quotation package to prospective bidders, provide clarifications to bidders, issuing addenda, recommending award, and assisting with contract development between the City and the successful bidder.

6. Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

Construction Observation, Administration, and Project Closeout:

1. Preconstruction Activities: A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will administer the preconstruction conference, issue notifications, and record meeting minutes.

2. Construction Observation / Final Inspection: SEH will provide daily construction observation for the project. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and progress reports. A final inspection will be conducted by the RPR with the contractor prior to project acceptance.

3. Pay Estimates: SEH will prepare one pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

4. FAA Closeout Report: The Consultant will prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).

5. Project Management: Overall administration of the construction phase of the project, including internal and external meetings, project oversight, and coordination and communication with the Sponsor, MnDOT, and the FAA.

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

2021 Joint & Crack Repairs - Bituminous Pavements
Windom Municipal Airport
Windom, Minnesota

Task No.	Task Description	Project Manager	Project Engineer	Senior Technician	Admin Technician
Preliminary and Final Design					
1.	Project Formulation	2	6	2	
2.	Crack Repair - Quotation Package	2	8	4	1
3.	Construction Safety Plan/Airspace Analysis		2	4	
4.	Quality Control Reviews	2	2	2	1
5.	Bidding and Award	1	2		
6.	Project Management	2	2		
Construction Observation, Administration, and Project Closeout					
1.	Preconstruction Activities	1	5	2	
2.	Construction Observation/Final Inspection	2	40	2	
3.	Pay Estimates	1	4		
4.	FAA Closeout Report	1	2		4
5.	Project Management	2	2		2
	Total hours per labor category	16	75	16	8

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	16	$59.98	$959.68
Project Engineer	75	$30.76	$2,307.00
Senior Technician	16	$41.25	$660.00
Admin Technician	8	$29.99	$239.92

Total Direct Labor Costs:	115	$4,166.60
Salary Overhead (35%)		$1,458.31
General and Administrative Overhead (137%)		$5,708.24
Total Labor Costs		**$11,333.15**
Fee (15%)		**$ 1,699.97**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	1000	$0.57	$570.00
Employee Per Diem	4	$100.00	$400.00
Employee Auto Allowance	4	$16.00	$64.00
Equipment Usage	115	$3.00	$345.00
Reproductions / Miscellaneous	1	$100.00	$100.00

Total Expenses **$1,479.00**

SUMMARY:

Total Labor Costs +Fees + Expenses	$14,512.12
Total	$14,512.12
Estimated Total	**$14,500.00**

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the contractor under the contract until the contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

a) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project;
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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: Chelsie Carlson, Finance Director
DATE: 1/22/2021
RE: Permanent Part-Time Office Assistant
DEPT: Finance/Office
CONTACT: Chelsie Carlson, Finance Director\Controller at Chelsie.Carlson@windommn.com

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Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Hire Lisa Vollan for the Permanent Part-Time Administrative Assistant II position effective 2/3/2021, starting at Step 1 with potential advancement to Step 2 upon a favorable 6 month review.

Issue Summary/Background

Council previously approved the hiring of a Permanent Part-Time Administrative Assistant II position to replace the full-time office support position left vacant from the retirement of Robin Shaw on 12/31/2020. The part-time position was posted both internally and externally and 3 candidates were selected for interviews.

After interviewing three candidates, Staff recommends Lisa Vollan for the Permanent Part-Time Office Assistant position effective 2/3/2021, starting at Step 1, with potential advancement to Step 2 upon a favorable 6 month review. Mrs. Vollan has 29+ years of customer service experience in retail, serving the Windom community. Additionally, she has knowledge and experience working with software frequently used at City Hall and will be able to provide assistance on a variety of duties as requested. Her excitement and enthusiasm for the position were evident during the interview. Staff believes Mrs. Vollan would be a valuable addition to the City Hall Office Administrative Team.

Fiscal Impact

Funding for this position is included in the City of Windom operational budget.

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: City Council
FROM: Brian Cooley, Streets & Parks Superintendent
DATE: January 28, 2021
RE: Streets & Parks Maintenance Worker – Hiring Recommendation
DEPT: Street & Parks Department
CONTACT: Brian.Cooley@Windommn.com

Recommendations/Options/Action Requested

The Street and Parks Superintendent recommends that the City Council take the following action:

1. The hiring of James Smedsrud as a Street and Parks Maintenance Worker. His starting wage would be at Step 6, which is $20.07 of the current Union contract wage scale. His starting date would be on February 8, 2021.

Issue Summary/Background

In December Colton Dunse resigned from his position as a Street and Parks Maintenance Worker which left the Department short a worker. The City Council approved a request from the Streets & Parks Superintendent to advertise for a replacement. Four applications were received for the position, and all of them were interviewed by Council Member Jenny Quade and Streets and myself. After interviewing all of the applicants James Smedsrud was chosen to be the best qualified for the position.

Fiscal Impact

This position is budgeted for 2021.

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:	City Council
FROM:	Personnel Committee
DATE:	January 29, 2021
RE:	Finance Director\Controller – Hiring Recommendation
DEPT:	Administration
CONTACT:	Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

The Personnel Committee recommends that the City Council take the following action:

1. Hire Cheryl Ulferts as the City's Finance Director\Controller at Step 5 of the 2021 Supervisory Pay Plan with advancement to Step 6 upon successful completion of the probationary period.

Issue Summary/Background

The Finance Director\Controller position was re-advertised due to a candidate withdrawal. The second round of advertising netted four new applications. These four new applications were combined with the remaining applicants from round one for a total of 10 applicants. The Personnel Committee reviewed and ranked the applicants and developed an interview list.

On January 26th the Personnel Committee, staffed by the City Administrator and Finance Director\Controller, conducted interviews. At the conclusion of the interviews the Personnel Committee is making a unanimous recommendation to hire Cheryl Ulferts as the new Finance Director\Controller. Ms. Ulferts is currently the Finance Manager in the City of Lakefield. Her 17 years of experience in governmental accounting and knowledge of municipal utilities will help make the transition easier.

Due to Ms. Ulferts' experience the Personnel Committee is recommending that she start at Step 5 with the ability to move to Step 6 upon successful completion of the probationary period.

Fiscal Impact

This is an existing, budgeted position and there will be a positive budget impact due to placement on the applicable pay plan.

Attachments

1. None.

MEMORANDUM

CITY OF WINDOM
444 9th Street
P. O. Box 38
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127

TO: Cheryl Ulferts
FROM: Steve Nasby, City Administrator
DATE: January 27, 2021
RE: Finance Director\Controller Position – Terms of Employment

Welcome to the City of Windom. The interview team and City Council are looking forward to your employment as Finance Director\Controller. This offer of employment is subject to final approval by the City Council on February 2, 2021.

Starting Date	On or before February 22, 2021.
Salary	$86,570 as Step 5 on the 2021 Supervisory pay scale. Upon successful completion of Probationary Period, advancement to Step 6 at $88,587.
Federal Status	This is an exempt position. Flexible hours depending on work schedule.
Vacation Accrual	Vacation accrual according to City Policy starting on Year 5 (120 hours).
Holidays	Eleven paid holidays (City Policy)
Sick Leave	One day per month (City Policy)
Retirement	State of Minnesota – Public Employee Retirement Account (PERA).
Deferred Compensation	State of Minnesota (employee's option – no City matching)
Health Insurance	Health Plan with applicable VEBA and\or HSA contributions by City.
Medical\Dependent Care Flex Acct	Available pre-tax deductions (employee's option – no City contribution)
Life Insurance	$50,000 decreasing term life policy (100% premium paid by City)
Probation Period	6 months (terms according to City Policy).

Cheryl J Ulferts
Cheryl Ulferts

City of Windom

Board and Commission Appointments – 2021

Planning Commission 4-year Term
Brandon Pletcher

Telecom Commission 3-year Term
Travis Eichstedt

Housing and Redevelopment Authority 5-year Term
Jean Fast

Board and Commission Appointments TBD\Pending

Nuisance Board No Term Limit
One vacant position.

Airport Commission No Term Limit
Two vacant positions.

Telecom Commission 3-year Term
One vacant position.

Charter Commission 4-year Term
Four positions.

EDA 6-year Term to 12-31-2026
One vacant position.

Community Center Commission 3-year Term
Two appointments pending.

Parks & Recreation Commission 3-year Term
Two appointments pending.

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Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

January 26, 2021

Via Email

City of Windom
444 9th Street
PO Box 38
Windom, MN 56101-0038

RE: Payment Request No. 27
Wastewater Treatment Facility Improvements
Windom, Minnesota
Project No. T22.113672

Attn: Steve Nasby, City Administrator

Dear Mayor and Council Members:

Please find attached Application for Payment No. 27 from Gridor Constr., Inc. for the work completed to date for the construction of the Wastewater Treatment Facility Improvements. We reviewed this application and find it acceptable for payment. We recommend making a payment of $32,250.00 to Gridor Constr., Inc. Please sign the first page of the application, forward copy along with the payment to Gridor Constr., Inc., a copy to Chelsea Alger, Bolton & Menk, and keep one copy for your records.

Sincerely,

Bolton & Menk, Inc.

R. Kelly Yahnke
Project Manager

RKY

Enclosure

Lump Sum Contract

Contractor's Application for Payment No. 27

Project:	Wastewater Treatment Facility Improvements	From (Contractor):	Gridor Construction, Inc.	Application Date:	1/25/2021
To (Owner):	City of Windom, MN	Owner's Project No.:		Period From:	1/1/2021
Via (Engineer):	Bolton & Menk, Inc.	Engineer's Proj. No.:	T22.113672	Period To:	1/31/2021

Approved Change Order Summary:

No.	Date Approved	Additions	Deductions
1	7/3/2019	$0.00	$0.00
	TOTALS	$0.00	$0.00
	NET CHANGE BY CHANGE ORDERS		$0.00

1. ORIGINAL CONTRACT PRICE	$	16,598,200.00
2. Net change by Change Orders	$	0.00
3. Current Contract Price (Line 1 + 2)	$	16,598,200.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)	$	16,393,477.00
5. RETAINAGE:		
a. 0% X $16,393,477.00 Work Completed	$	0.00
b. 0% X $0.00 Stored Material	$	0.00
c. Less Total Retainage Released Early	$	0.00
d. Total Retainage (Line 5a + Line 5b - Line 5c)	$	0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	16,393,477.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	16,361,227.00
8. AMOUNT DUE THIS APPLICATION	$	32,250.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	204,723.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [signature] Date: 1/26/2021

Payment of: $ 32,250.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] (Engineer) 01-26-2021 (Date)

Payment of: $ ____
(Line 8 or other - attach explanation of the other amount)

is approved by: ____ (Owner) ____ (Date)

Endorsed by the Construction Specifications Institute.

State of Minnesota
Subscribed and sworn to before me this 26th day of January, 2021

Commission Expiration 1/31/2025
Notary Public: [signature]

SHERI LEE FULLER
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E Work Completed This Period Percent	E Work Completed This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
[redacted]									
1.001	Mobilization Insurance and Bonds	$450,000	$450,000				$450,000	100.0%	$0
1.001	Allowances	$421,000	$263,277				$263,277	62.5%	$157,723
Subtotal for	Division 1	$871,000	$713,277				$713,277	81.9%	$157,723
			$713,277			check	$713,277		
[redacted]									
2.001	Erosion Control / Silt Fence	$30,000	$30,000				$30,000	100.0%	$0
2.002	Clear and Grub Site	$35,000	$35,000				$35,000	100.0%	$0
2.003	Fine Grade and Restore Site	$300,000	$300,000				$300,000	100.0%	$0
2.004	Demo Labor and Material	$420,000	$420,000				$420,000	100.0%	$0
2.005	General Excavation	$400,000	$400,000				$400,000	100.0%	$0
2.006	General Backfill Materials	$250,000	$250,000				$250,000	100.0%	$0
2.007	Pipe Lining - Alt #1	$1,270,000	$1,244,600				$1,244,600	98.0%	$25,400
2.008	Pipe Lining - Alt #2	$330,000	$323,400				$323,400	98.0%	$6,600
2.009	Fencing	$20,000	$20,000				$20,000	100.0%	$0
2.010	Landscaping and Seedings	$25,000	$22,500	10.00%	$2,500		$25,000	100.0%	$0
2.011	Roads, Walks and Curbs	$175,000	$175,000				$175,000	100.0%	$0
2.012	Site Utilities - Labor & Equipment	$315,000	$315,000				$315,000	100.0%	$0
2.013	Site Utilities - Material	$425,000	$425,000				$425,000	100.0%	$0
2.014	Manholes - Labor/ Equipment & Material	$40,000	$40,000				$40,000	100.0%	$0
Subtotal for	Division 2	$4,035,000	$4,000,500.00		$2,500	$0	$4,003,000	99.21%	$32,000
		check	$4,000,500			Check	$4,003,000		
[redacted]									
3.001	F/P/I Concrete 4000 cy @ 450 cy	$1,800,000	$1,800,000				$1,800,000	100.0%	$0
3.002	Rebar Materials	$530,000	$530,000				$530,000	100.0%	$0
3.003	Rebar Install	$230,000	$230,000				$230,000	100.0%	$0
3.004	Precast Concrete / Hollowcore	$60,000	$60,000				$60,000	100.0%	$0
Subtotal for	Division 3	$2,620,000	$2,620,000.00		$0	$0	$2,620,000	100.00%	$0
		check	$2,620,000			Check	$2,620,000		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 4									
4.001	Masonry	$360,000	$360,000				$360,000	100.0%	$0
Subtotal for	**Division 4**	**$360,000**	**$360,000.00**		**$0**	**$0**	**$360,000**	**100.00%**	**$0**
		check	$360,000			Check	$360,000		
Division 5									
5.001	Misc Metals - Materials	$240,000	$240,000				$240,000	100.0%	$0
5.002	Misc Metals - Labor	$60,000	$60,000				$60,000	100.0%	$0
5.003	Hatches	$20,000	$20,000				$20,000	100.0%	$0
Subtotal for	**Division 5**	**$320,000**	**$320,000.00**		**$0**	**$0**	**$320,000**	**100.00%**	**$0**
		check	$320,000			Check	$320,000		
Division 6									
6.001	Carpentry	$10,000	$10,000				$10,000	100.0%	$0
Subtotal for	**Division 6**	**$10,000**	**$10,000.00**		**$0**	**$0**	**$10,000**	**100.00%**	**$0**
		check	$10,000			Check	$10,000		
Division 7									
7.001	Dampproofing	$30,000	$30,000				$30,000	100.0%	$0
7.002	Insulation / Vapor Barriers	$35,000	$35,000				$35,000	100.0%	$0
7.003	Roof System	$70,000	$70,000				$70,000	100.0%	$0
7.004	Caulking	$15,000	$15,000				$15,000	100.0%	$0
Subtotal for	**Division 7**	**$150,000**	**$150,000.00**		**$0**	**$0**	**$150,000**	**100.00%**	**$0**
		check	$150,000			Check	$150,000		
Division 8									
8.001	Hollow Metal Doors Frames and Hardware	$35,000	$35,000				$35,000	100.0%	$0
8.002	Overhead Doors	$15,000	$15,000				$15,000	100.0%	$0
Subtotal for	**Division 8**	**$50,000**	**$50,000.00**		**$0**	**$0**	**$50,000**	**100.00%**	**$0**
		check	$50,000			Check	$50,000		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E Work Completed This Period Percent	E Work Completed This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
[redacted]									
9.001	Painting - Headworks	$100,000	$99,500	0.50%	$500		$100,000	100.0%	$0
9.002	Painting - Anerobix / Anoxic Basins	$70,000	$70,000				$70,000	100.0%	$0
9.003	Painting - Rapid Mix Tank	$35,000	$35,000				$35,000	100.0%	$0
9.004	Painitng - Aeration Tanks 1-3	$110,000	$110,000				$110,000	100.0%	$0
9.005	Painting - Clarifiers 1 & 2	$35,000	$35,000				$35,000	100.0%	$0
9.006	Painiting - Control Building	$40,000	$38,000	5.00%	$2,000		$40,000	100.0%	$0
9.007	Painting - Filter Building	$25,000	$24,250	3.00%	$750		$25,000	100.0%	$0
9.008	Painting - Chlorine / Post Aeratoin	$50,000	$50,000				$50,000	100.0%	$0
9.009	Painting - Sludge Building / Biosolids	$65,000	$65,000				$65,000	100.0%	$0
Subtotal for	**Division 9**	**$530,000**	**$526,750.00**		**$3,250**	**$0**	**$530,000**	**100.00%**	**$0**
		check	$526,750			Check	$530,000		
[redacted]									
10.001	Specialties	$5,000	$5,000				$5,000	100.0%	$0
Subtotal for	**Division 10**	**$5,000**	**$5,000.00**		**$0**	**$0**	**$5,000**	**100.00%**	**$0**
		check	$5,000			Check	$5,000		
[redacted]									
11.001	Horizontal End Suction Pumps	$80,000	$80,000				$80,000	100.0%	$0
11.002	Chemical Feed Equipment	$230,000	$230,000				$230,000	100.0%	$0
11.003	Hyraulic Gates	$55,000	$55,000				$55,000	100.0%	$0
11.004	Submersible Pumps	$50,000	$50,000				$50,000	100.0%	$0
11.005	Recess Vortex Pumps	$110,000	$110,000				$110,000	100.0%	$0
11.006	Rotary Lobe Pumps	$75,000	$75,000				$75,000	100.0%	$0
11.007	Grit Removal Equipment	$160,000	$160,000				$160,000	100.0%	$0
11.008	Fine Screen	$275,000	$275,000				$275,000	100.0%	$0
11.009	Clarifier Equipment	$250,000	$250,000				$250,000	100.0%	$0
11.010	Blowers	$375,000	$375,000				$375,000	100.0%	$0
11.011	Fine Bubble Aeration	$100,000	$100,000				$100,000	100.0%	$0
11.012	Sludge Heat Exchanger	$40,000	$40,000				$40,000	100.0%	$0
11.013	Course Bubble Aeration	$40,000	$40,000				$40,000	100.0%	$0
11.014	Rapid Mixers	$40,000	$40,000				$40,000	100.0%	$0
11.015	Submersible Mixers	$50,000	$50,000				$50,000	100.0%	$0
11.016	Biosolids Tank Mixers	$75,000	$75,000				$75,000	100.0%	$0
11.017	Lab Equipment	$10,000	$10,000				$10,000	100.0%	$0
11.018	Samplers	$20,000	$20,000				$20,000	100.0%	$0
Subtotal for	**Division 11**	**$2,035,000**	**$2,035,000.00**		**$0**	**$0**	**$2,035,000**	**100.00%**	**$0**
		check	$2,035,000						

Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application	E Work Completed: This Period: Percent	E Work Completed: This Period: Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 12									
12.001	Furnishings	$3,200	$3,200				$3,200	100.0%	$0
Subtotal for	Division 12	$3,200	$3,200.00		$0	$0	$3,200	100.00%	$0
		check	$3,200			Check	$3,200		
Division 13									
13.001	Disc Filters	$730,000	$730,000				$730,000	100.0%	$0
13.002	FRP Wiers and Baffles	$30,000	$30,000				$30,000	100.0%	$0
Subtotal for	Division 13	$760,000	$760,000.00		$0	$0	$760,000	100.00%	$0
		check	$760,000			Check	$760,000		
Division 14									
14.001	Davit Hoists	$7,000	$7,000				$7,000	100.0%	$0
Subtotal for	Division 14	$7,000	$7,000.00		$0	$0	$7,000	100.00%	$0
		check	$7,000			Check	$7,000		
Division 15									
15.001	Int. DIP & FTGS - Material	$850,000	$850,000				$850,000	100.0%	$0
15.002	Int. DIP & FTGS - Labor	$150,000	$150,000				$150,000	100.0%	$0
15.003	Valves	$500,000	$500,000				$500,000	100.0%	$0
15.004	Misc Process Pipe - Material	$50,000	$50,000				$50,000	100.0%	$0
15.005	Misc Process Pipe - Labor	$30,000	$30,000				$30,000	100.0%	$0
15.006	Mechanical Insulation	$32,000	$32,000				$32,000	100.0%	$0
15.007	Pre-treatment Plumbing / HVAC	$250,000	$248,750	0.50%	$1,250		$250,000	100.0%	$0
15.008	Sludge Building Plumbing /HVAC	$50,000	$50,000				$50,000	100.0%	$0
15.009	Filter Building Plumbing / HVAC	$50,000	$50,000				$50,000	100.0%	$0
15.010	Control Building Plumbing / HVAC	$50,000	$50,000				$50,000	100.0%	$0
15.011	Insulation	$50,000	$49,500	1.00%	$500		$50,000	100.0%	$0
15.012	Temp Controls	$80,000	$79,200	1.00%	$800		$80,000	100.0%	$0
Subtotal for	Division 15	$2,142,000	$2,139,450.00		$2,550	$0	$2,142,000	100.00%	$0
		check	$2,139,450			Check	$2,142,000		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 16									
16.001	Electrical GC's	$30,000	$29,700	1.00%	$300		$30,000	100.0%	$0
16.002	Basic Materials	$100,000	$99,500	0.50%	$500		$100,000	100.0%	$0
16.003	Conduit and Fittings	$250,000	$250,000				$250,000	100.0%	$0
16.004	Wire and Cable	$210,000	$210,000				$210,000	100.0%	$0
16.005	Outlet Boxes	$10,000	$10,000				$10,000	100.0%	$0
16.006	Pull and Junction Boxes	$15,000	$15,000				$15,000	100.0%	$0
16.007	Wiring Devices	$10,000	$10,000				$10,000	100.0%	$0
16.008	Electrical Motors	$15,000	$15,000				$15,000	100.0%	$0
16.009	Disconnects	$60,000	$60,000				$60,000	100.0%	$0
16.010	Grounding	$10,000	$10,000				$10,000	100.0%	$0
16.011	Transformers	$20,000	$20,000				$20,000	100.0%	$0
16.012	Panelboards	$25,000	$25,000				$25,000	100.0%	$0
16.013	MCC's	$410,000	$410,000				$410,000	100.0%	$0
16.014	Transfer Switches	$50,000	$50,000				$50,000	100.0%	$0
16.015	Lighting	$100,000	$99,000	1.00%	$1,000		$100,000	100.0%	$0
16.016	Generator	$160,000	$160,000				$160,000	100.0%	$0
16.017	Electrical Resistance Heating	$25,000	$25,000				$25,000	100.0%	$0
16.018	Softwear	$135,000	$130,950	3.00%	$4,050		$135,000	100.0%	$0
16.019	Control Panels	$670,000	$666,650	0.50%	$3,350		$670,000	100.0%	$0
16.020	Fiber Optics	$20,000	$20,000				$20,000	100.0%	$0
16.021	DO Analyzers	$50,000	$47,500	5.00%	$2,500		$50,000	100.0%	$0
16.022	Nitrate Analyzers	$60,000	$57,000	5.00%	$3,000		$60,000	100.0%	$0
16.023	Ammonia Analyzers	$35,000	$33,250	5.00%	$1,750		$35,000	100.0%	$0
16.024	Phosphorus Analyzers	$35,000	$33,250	5.00%	$1,750		$35,000	100.0%	$0
16.025	LEL Gas Monitoring	$15,000	$15,000				$15,000	100.0%	$0
16.026	Cable Junction Boxes	$35,000	$35,000				$35,000	100.0%	$0
16.027	Control Stations	$15,000	$15,000				$15,000	100.0%	$0
16.028	Insturmentation	$115,000	$109,250	5.00%	$5,750		$115,000	100.0%	$0
16.029	Coordination Study	$15,000					$0	0.0%	$15,000
Subtotal for	Division 16	$2,700,000	$2,661,050.00		$23,950	$0	$2,685,000	99.44%	$15,000
		check	$2,661,050			Check	$2,685,000		
	Grand Total	$16,598,200	$16,361,227		$32,250	$0	18,393,477	98.77%	$204,723
							16,393,477		

Windom, MN WWTF

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 27
Period Ending: 1/31/2021

	Grand Totals	$16,598,200								
1.001	Mobilization Insurance and Bonds	$450,000								
1.001	Allowances	$421,000								
Subtotal for	Division 1	$871,000								
Division 2										
2.001	Erosion Control / Silt Fence	$30,000								
2.002	Clear and Grub Site	$35,000								
2.003	Fine Grade and Restore Site	$300,000								
2.004	Demo Labor and Material	$420,000								
2.005	General Excavation	$400,000								
2.006	General Backfill Materials	$250,000								
2.007	Pipe Lining - Alt #1	$1,270,000								
2.008	Pipe Lining - Alt #2	$330,000								
2.009	Fencing	$20,000								
2.010	Landscaping and Seedings	$25,000								
2.011	Roads, Walks and Curbs	$175,000								
2.012	Site Utilities - Labor & Equipment	$315,000								
2.013	Site Utilities - Material	$425,000	$366,370			$366,370	$366,370		$366,370	
2.014	Manholes - Labor/ Equipment & Material	$40,000	$29,007			$29,007	$29,007		$29,007	
Subtotal for	Division 2	$4,035,000	$395,377	$0		$395,377	$395,377	$0	$395,377	$0
3.001	F/P/I Concrete 4000 cy @ 450 cy	$1,800,000								
3.002	Rebar Materials	$530,000	$189,303			$189,303	$189,303		$189,303	
3.003	Rebar Install	$230,000								
3.004	Precast Concrete / Hollowcore	$60,000	$21,855			$21,855	$21,855		$21,855	
Subtotal for	Division 3	$2,620,000	$211,158	$0		$211,158	$211,158	$0	$211,158	$0
4.001	Masonry	$360,000								
Subtotal for	Division 4	$360,000	$0	$0		$0	$0	$0	$0	$0
5.001	Misc Metals - Materials	$240,000	$160,804			$160,804	$160,804		$160,804	
5.002	Misc Metals - Labor	$60,000								
5.003	Hatches	$20,000	$14,716			$14,716	$14,716		$14,716	
Subtotal for	Division 5	$320,000	$175,520	$0		$175,520	$175,520	$0	$175,520	$0
6.001	Carpentry	$10,000								
Subtotal for	Division 6	$10,000	$0	$0		$0	$0	$0	$0	$0

Windom, MN WWTF

Stored Materials & Equipment Summary

Grider Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 27
Period Ending: 1/31/2021

7.001	Dampproofing	$30,000								
7.002	Insulation / Vapor Barriers	$35,000								
7.003	Roof System	$70,000								
7.004	Caulking	$15,000								
Subtotal for	**Division 7**	**$150,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**

8.001	Hollow Metal Doors Frames and Hardware	$35,000	$23,110			$23,110	$23,110		$23,110	
8.002	Overhead Doors	$15,000								
Subtotal for	**Division 8**	**$50,000**	**$23,110**	**$0**		**$23,110**	**$23,110**	**$0**	**$23,110**	**$0**

9.001	Painting - Headworks	$100,000								
9.002	Painting - Anerobix / Anoxic Basins	$70,000								
9.003	Painting - Rapid Mix Tank	$35,000								
9.004	Painitng - Aeration Tanks 1-3	$110,000								
9.005	Painting - Clarifiers 1 & 2	$35,000								
9.006	Painiting - Control Building	$40,000								
9.007	Painting - Filter Building	$25,000								
9.008	Painting - Chlorine / Post Aeratoin	$50,000								
9.009	Painting - Sludge Building / Biosolids	$65,000								
Subtotal for	**Division 9**	**$530,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**

10.001	Specialties	$5,000								
Subtotal for	**Division 10**	**$5,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**

11.001	Horizontal End Suction Pumps	$80,000	$63,343			$63,343	$63,343		$63,343	
11.002	Chemical Feed Equipment	$230,000	$150,000			$150,000	$150,000		$150,000	
11.003	Hyraulic Gates	$55,000	$21,514			$21,514	$21,514		$21,514	
11.004	Submersible Pumps	$50,000	$33,024			$33,024	$33,024		$33,024	
11.005	Recess Vortex Pumps	$110,000	$100,000			$100,000	$100,000		$100,000	
11.006	Rotary Lobe Pumps	$75,000	$62,986			$62,986	$62,986		$62,986	
11.007	Grit Removal Equipment	$160,000	$151,416			$151,416	$151,416		$151,416	
11.008	Fine Screen	$275,000	$245,813			$245,813	$245,813		$245,813	
11.009	Clarifier Equipment	$250,000	$197,603			$197,603	$197,603		$197,603	
11.010	Blowers	$375,000	$327,311			$327,311	$327,311		$327,311	
11.011	Fine Bubble Aeration	$100,000	$85,000			$85,000	$85,000		$85,000	
11.012	Sludge Heat Exchanger	$40,000	$35,000			$35,000	$35,000		$35,000	
11.013	Course Bubble Aeration	$40,000	$35,000			$35,000	$35,000		$35,000	
11.014	Rapid Mixers	$40,000	$31,849			$31,849	$31,849		$31,849	
11.015	Submersible Mixers	$50,000	$45,084			$45,084	$45,084		$45,084	
11.016	Biosolids Tank Mixers	$75,000	$64,700			$64,700	$64,700		$64,700	
11.017	Lab Equipment	$10,000								
11.018	Samplers	$20,000								
Subtotal for	**Division 11**	**$2,035,000**	**$1,649,643**	**$0**		**$1,649,643**	**$1,649,643**	**$0**	**$1,649,643**	**$0**

Windom, MN WWTF

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 27
Period Ending: 1/31/2021

[redacted]										
12.001	Furnishings	$3,200								
Subtotal for	**Division 12**	**$3,200**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
[redacted]										
13.001	Disc Filters	$730,000	$51,349			$51,349	$51,349		$51,349	
13.002	FRP Wiers and Baffles	$30,000	$25,000			$25,000	$25,000		$25,000	
Subtotal for	**Division 13**	**$760,000**	**$76,349**	**$0**		**$76,349**	**$76,349**	**$0**	**$76,349**	**$0**
[redacted]										
14.001	Davit Hoists	$7,000								
Subtotal for	**Division 14**	**$7,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
[redacted]										
15.001	Int. DIP & FTGS - Material	$850,000	$308,614			$308,614	$308,614		$308,614	
15.002	Int. DIP & FTGS - Labor	$150,000								
15.003	Valves	$500,000	$466,654			$466,654	$466,654		$466,654	
15.004	Misc Process Pipe - Material	$50,000								
15.005	Misc Process Pipe - Labor	$30,000								
15.006	Mechanical Insulation	$32,000								
15.007	Pre-treatment Plumbing / HVAC	$250,000								
15.008	Sludge Building Plumbing /HVAC	$50,000								
15.009	Filter Building Plumbing / HVAC	$50,000								
15.010	Control Building Plumbing / HVAC	$50,000								
15.011	Insulation	$50,000								
15.012	Temp Controls	$80,000								
Subtotal for	**Division 15**	**$2,142,000**	**$775,268**	**$0**		**$775,268**	**$775,268**	**$0**	**$775,268**	**$0**
[redacted]										
16.001	Electrical GC's	$30,000								
16.002	Basic Materials	$100,000								
16.003	Conduit and Fittings	$250,000	$20,000			$20,000	$20,000		$20,000	
16.004	Wire and Cable	$210,000	$110,103			$110,103	$110,103		$110,103	
16.005	Outlet Boxes	$10,000								
16.006	Pull and Junction Boxes	$15,000								
16.007	Wiring Devices	$10,000								
16.008	Electrical Motors	$15,000								
16.009	Disconnects	$60,000	$2,500			$2,500	$2,500		$2,500	
16.010	Grounding	$10,000								
16.011	Transformers	$20,000	$12,300			$12,300	$12,300		$12,300	
16.012	Panelboards	$25,000	$14,000			$14,000	$14,000		$14,000	
16.013	MCC's	$410,000	$150,000			$150,000	$150,000		$150,000	
16.014	Transfer Switches	$50,000								
16.015	Lighting	$100,000								
16.016	Generator	$160,000								
16.017	Electrical Resistance Heating	$25,000								
16.018	Softwear	$135,000	$100,000			$100,000	$100,000		$100,000	

Windom, MN WWTF

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 27
Period Ending: 1/31/2021

Pay Item No.	Pay Application Line Item	Scheduled Value	Previous Stored To Date	New Stored This Month	Invoice/Description for new Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
16.019	Control Panels	$670,000	$206,549			$206,549	$206,549		$206,549	
16.020	Fiber Optics	$20,000								
16.021	DO Analyzers	$50,000								
16.022	Nitrate Analyzers	$60,000								
16.023	Ammonia Analyzers	$35,000								
16.024	Phosphorus Analyzers	$35,000								
16.025	LEL Gas Monitoring	$15,000								
16.026	Cable Junction Boxes	$35,000								
16.027	Control Stations	$15,000	$9,152			$9,152	$9,152		$9,152	
16.028	Insturmentation	$115,000	$40,291			$40,291	$40,291		$40,291	
16.029	Coordination Study	$15,000								
Subtotal for	**Division 16**	**$2,700,000**	**$664,895**	**$0**		**$664,895**	**$355,992**	**$0**	**$664,895**	**$0**
	Grand Totals	**$16,598,200**	**$3,971,320**	**$0**		**$3,971,320**	**$3,662,417**	**$0**	**$3,971,320**	**$0**