

Council Meeting
Tuesday, June 1, 2021
City Council Chamber
6:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance
Appointment of Ward II Council Position

1. Consent Agenda
 - Minutes
 - Council Minutes – May 18, 2021
 - Utility Commission – May 26, 2021
 - Licenses
 - Authorization to Dispense Intoxicating Liquor
 - Phat Pheasant Pub – Tegels Park
 - June 10th & June 11th
 - Amplification Permits
 - First United Methodist Church – 974 6th Street – backyard
 - Sunday, June 20- September 12, 2021
 - Phat Pheasant Pub – Tegels Park
 - June 10th & June 11th
 - Regular Bills
 - 2. Department Heads
 - 3. Riverfest Parade Route
 - 4. Resolutions Accepting Donation
 - Paul Langland & Children
 - Ambulance Department
 - Fire Department
 - Hy-Life Foods – Police Department
 - 5. Call for a Public Hearings
 - Residential Tax Abatement – 1958 Bud Road
 - Proposed Police Body Camera Program
 - 6. TIF 1-20 – Property Transfer Approval
 - 7. Fleet Services Agreement - Enterprise
 - 8. Resolution Accepting Federal American Rescue Plan Act Funds
 - 9. Lions Club Fiscal Agent Agreement
 - 10. Community Center – RTU Replacement Proposal
 - 11. Award Bid for River Road Maintenance Project
 - 12. Mayor Appointments



13. Personnel Hiring Recommendations

- Street Foreman

14. New Business

15. Old Business

16. Council Comments

17. Adjourn

**Regular Council Meeting
City Hall, Council Chamber
May 18, 2021
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Jones

2. Roll Call:

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

Council Absent: Jacqueline Schmidt

City Staff Present: Steve Nasby, City Administrator; Jason Sykora, Electric Superintendent; Tim Hacker, Ambulance Director; Drew Hage, Development Director; Tim Hogan, Recreation Director; Scott Peterson, Police Chief; Spencer Winzenried, Community Center Director; Ben Derickson, Fire Chief and John Nelson, Liquor Store Manager

3. Pledge of Allegiance

4. Amend Agenda:

Jones said that he would like to add an item after Department Heads to insert a resolution calling for the end of the State of Emergency for COVID.

Motion by Sherman second by Quade to amend the agenda and add a resolution ending the COVID State of Emergency. Motion carried 4 – 0.

5. Consent Agenda:

- Minutes
 - Council Minutes – May 4 & 10, 2021
 - Housing & Redevelopment Authority – April 14, 2021
 - Utility Commission – April 28, 2021
 - Telecom Commission – May 3 2021
 - Economic Development Authority – May 10, 2021
 - Planning Commission – May 11, 2021
 - Library Board – May 11, 2021
 - Community Center Commission – May 11, 2021
 - Parks & Recreation Commission – May 12, 2021
- Regular Bills

Motion by Grunig second by Nelson to approve the Consent Agenda. Motion carried 4 – 0.

6. Department Heads:

Spencer Winzenried, Community Center Director, said that the Center has a lot of weekend activities booked into October. The work on the pitched roof will start in 1-2 weeks and the flat roof is having testing done to determine moisture levels.

7. Resolution Rescinding State of Emergency for COVID -19

Council Member Sherman introduced the Resolution No. 2021-46, entitled "A RESOLUTION ENACTED UNDER AUTHORITY OF MINNESOTA STATUTES SECTIONS 12.23 AND 12.37 TO RECIND THE COVID-19 MAYOR DECLARED LOCAL EMERGENCY" and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Aye: Nelson, Quade, Grunig and Sherman. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

8. Proclamation:

National Peace Officer Memorial Day & Police Officer Recognition:

Council Member Grunig introduced the Resolution No. 2021-47, entitled "CITY OF WINDOM PROCLAMATION RECOGNIZING LAW ENFORCEMENT OFFICERS" and moved its adoption. The Resolution was seconded by Sherman and on roll call vote: Aye: Grunig, Sherman, Quade and Nelson. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

Scott Peterson, Police Chief, thanked the citizens and Council for the recognition and support on behalf of his Department.

9. Resolution Accepting Donation – Windom Ambulance Service:

Council Member Sherman introduced the Resolution No. 2021-48, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM THE TORO COMPANY THROUGH WINDOM UNITED DRIVE AND WINDOM WOMEN OF TODAY FOR THE WINDOM AMBULANCE DEPARTMENT" and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Aye: Sherman, Nelson, Quade and Grunig. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

10. Ambulance Bid Award:

Tim Hacker, Ambulance Director, said that they had a rig up for replacement this year. The new unit was bid and Arrow Manufacturing turned in the only bid. The costs were under budget due to the chassis being a van-type style versus a truck style and Arrow is reconditioning an old Windom box. This ambulance will rotate another rig into a back-up role. Having four available will be a great help as sometimes two are on transfers and there could be rigs out for maintenance. The chassis for the new rig will be delivered in July 2021 and the completed unit will be in September.

Council Member Quade introduced the Resolution No. 2021-49, entitled "A RESOLUTION SWARDING THE CONTRACT FOR THE AMBULANCE REPLACEMENT PROJECT" and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Quade, Nelson, Grunig and Sherman. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

11. Electric Department:

Wind PPA - Jason Sykora, Electric Superintendent, said that the electric utility is purchasing one megawatt of wind power from Wolf Wind. This Power Purchase Agreement (PPA) is a replacement for the expiring Wolf Wind contract. The new contract is \$25\megawatt and the former price was \$32\megawatt, so the price is better. Windom receives the power only when the wind is blowing so we estimate about 70% of the nameplate power will be delivered. This purchase is only one part of the City's energy portfolio and comprises about 3% of our annual power, and we are at 76% carbon-free overall.

Grunig asked if the Utility Commission and City Attorney had reviewed and signed off on the proposed PPA. Sykora said they both had reviewed it and the Commission approved it.

Council Member Grunig introduced the Resolution No. 2021-50, entitled "RESOLUTION AUTHORIZING THE EXECUTION OF A WHOLESALE POWER AGREEMENT" and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Quade, Nelson, Grunig and Sherman. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

Union Pacific Wireline Crossing Agreements – Sykora said that the new, proposed transmission line re-building project is in design and the City needs to obtain some permits from the railroad. The crossings have a fee attached to them, but he is finding it difficult to work with the railroad.

Grunig asked if this will complete the railroad permits needed. Sykora said depending on the final route and design there may be one or two more needed.

Sherman asked for a big picture overview of the project. Sykora replied that the City has two transmission lines bringing power into the community. These lines have reached the end of their useful life and are being replaced. The proposed project will slightly move some of the lines to be more advantageous to the utility and get out of the railroad right of way as much as they can.

Nasby said the transmission lines are a small part of the overall grid, but as such there are some financial benefits the City will get through a recovery of these costs while improving the reliability of the grid.

Council Member Grunig introduced the Resolution No. 2021-51, entitled "RESOLUTION APPROVING AN AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND WINDOM MUNICIPAL ELECTRIC UTILITY COVERING WIRELINE CROSSING #179771" and moved its adoption. The Resolution was seconded by Quade and on roll call vote: Aye: Nelson, Grunig, Sherman and Quade. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

Council Member Sherman introduced the Resolution No. 2021-52, entitled "RESOLUTION APPROVING AN AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND WINDOM MUNICIPAL ELECTRIC UTILITY COVERING WIRELINE CROSSING #185525" and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Aye: Grunig, Sherman, Quade and Nelson. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

Grunig asked about the transmission cost versus energy cost. Sykora said it was about 50/50, as transmission rates have kept going up.

12. DGR Engineering – Amendment to Master Services Agreement – Commercial Cul-de-sac:

Jones noted the agreement is to add in work for the new turn lane on Highway 60 and new City street on the east side of Dollar General.

Motion by Quade second by Sherman to approve the DGR Engineering Task Order as presented. Motion carried 4 – 0.

13. Small Cities Development Program Contract Extension with SW MN Housing Partnership:

Drew Hage, Development Director, said these funds are for housing rehabilitation on the East hill for residents meeting the income qualification guidelines. COVID set back inspections and people signing up for the program. There is about \$360,000 in grant funds available and only \$94,000 has been allocated, so the City is asking for a grant extension to utilize these funds. The extension will go to September 2022. Staff will work with the SW MN Housing Partnership to advertise the program and help people apply.

Motion by Nelson second by Quade to approve a grant extension for the SCDP program with the SW MN Housing Partnership. Motion carried 4 – 0.

14. DEED Redevelopment Grant – Cemstone Redevelopment Area:

Hage said the City had been awarded \$424,905 for demolition costs associated with the proposed Cemstone redevelopment project, but no final decisions have been made yet and the grant acceptance does not lock the City into the project. There are three years to spend the State grant and there is a local match requirement that will be met with the installation of infrastructure if the City does end up pursuing the redevelopment of the site. Currently staff is working with the EDA Board, Mayor and Councilmember Grunig on the project specifics and possible financing needed.

Jones noted that the key to the project will be that is able to be self-supporting through TIF and not be a cost to the General Fund. Many steps in the process still remain to be decided and the EDA along with the City Council will have to be making some difficult decisions. This is not a done deal and the numbers all need to work out even to bring forward a proposal.

Sherman asked about Cemstone's position on the proposed project. Hage said they have been involved with the discussions and are supportive.

Grunig pointed out there is value to the project bringing in new housing, but also there are benefits to well-head protection and lake improvements.

Jones added that there will also be safety improvements with less truck and industrial traffic going to the site. This is important due to the proximity of the Windom Recreation Area, Tegel's Park and Community Center.

Council Member Sherman introduced the Resolution No. 2021-53, entitled "RESOLUTION AUTHORIZING ACCEPTANCE OF DEED REDEVELOPMENT GRANT FOR THE CEMSTONE REDEVELOPMENT PROJECT" and moved its adoption. The Resolution

was seconded by Nelson and on roll call vote: Aye: Sherman, Nelson, Grunig and Quade. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

15. Continuation of Fire Fee Discussion

Jones asked Nasby to do an overview and then staff can get into the information in the memos. Nasby said that the City Council initially discussed fire fees during a May meeting in response to the staff proposal to modify the fire fee schedule. The proposed schedule would decrease some fees and increase others, but overall it would be an estimated \$13,000 increase. The fee schedule was being revisited due to the decision to purchase a new fire truck and to more equitably apply the costs to the calls. He was charged by the City Council to look at the Windom Fire Department budget and compare it to other communities. Nasby said the table in his memo shows the General Fund Revenues, Public Safety Expenses and Fire Department Budgets for Windom and nine area communities for comparisons. The data shows that Windom's Fire Budget is lower than the comparison communities and our overall Public Safety Expenditures are in-line with others.

Ben Derickson, Fire Chief, noted that he was asked to collect information from other cities as to their fire fee charges. The table in his memorandum showed that data. He said that when he called other communities they stated that fire fees were something they were looking at as well due to the costs of equipment.

Grunig said that of the 49 calls in 2020 there were 38 that were billed and those were charged the current \$1,000 flat rate. He noted the budget is complex and where revenues are raised is an issue. He sees user fees but also understands the taxpayers support of the department, so may be splitting the costs is fairer.

Jones said that whatever the decision is by the Council it may be better to have the overall discussion when the 2022 budget comes up in a couple months. He feels it is best to have all the users of the fire service pay for the costs and not all be borne by the City taxpayers. Fire fees are the only mechanism to raise the revenues from non-City residents.

Sherman noted the Council asked for public input and he has gotten some and it has been negative as to raising fire fees and one commenter thought it is a hidden tax rather than paying for the service. Insurance rates would go up to cover the higher fire fees and he was uncomfortable with the costs and transparency of the fees. The Council is representative government so public input is needed and appreciated.

Quade said the comments she got was that the fire fee was just changed in 2017 and this is too soon to go up again and will this be a every 4-5 year increase. She does not see any other community charging \$2,000 for a fire call and does not want to be the first. She noted that the Department does fundraising and is supported by the community in that way too, so more fundraising could be done to help pay for new equipment.

Jones said he is fine with discussing this during the 2022 budget process. He asked Nasby to share the information he received on fire insurance costs. Nasby replied that he contacted his local agent and found that the annual cost of fire insurance would go up by \$12 per year for each \$500 the fee was raised from the base limit.

Grunig said his policy would go up \$10 per year to get \$1,500 of fire call coverage.

Nelson said that whether this is an additional fee or tax, the Fire Department is an essential public safety service.

Quade said if the decision is to change fire fees, whenever that happens, it is important to give citizens plenty of time to talk with their insurance agents and make changes if needed.

**Motion by Quade second by Nelson to table fire fee changes until the 2022 budget discussion.
Motion carried 4 – 0.**

16. Island Park – Pirate Ship:

Jones said this discussion was a continuation from the last City Council meeting as to the Pirate Ship structure in Island Park. He has had public input in favor and some slightly opposed. The Parks & Recreation Commission requested more discussion between the involved parties to work out many of the remaining details, but the final decision is up to the City Council. He said the parties did meet and the items discussed are shown in the memo from the City Administrator.

Sherman asked about liability coverage of the Pirate Ship. Nasby said the discussion was that if the Ship were donated to the City, and accepted by the Council, then the liability insurance would be provided by the City as part of its standing policy. The cost would be minimal.

Grunig said that he had a change of opinion to support it if all the items detailed in the memo are accomplished and the back-side of the ship is improved.

Jones noted that if the ship were donated to the City but the maintenance or appearance was not satisfactory then the City could act to remove it if needed.

Quade thanked the working group for their time and effort to get this to a point where it will work for everyone. The Parks & Recreation Commission may be involved if there is advertising on it.

Nelson said it is Pirate's Baseball, but Eagles for Football and other school events.

Motion by Sherman second by Nelson to approve the Pirate Ship staying in the current location if the aesthetics are improved and there is a written MOU between the parties for the other items.
Motion carried 4 – 0.

Council consensus that all signage would need to conform to City Code and/or applicable MN DOT rules.

17. Resolution to Execute Dept. of Transportation Airport Grant Agreement:

Nasby said the City Council recently approved the bid for the taxiway repairs at the Airport and this Federal and State grant will pay for the project with no local match.

Council Member Sherman introduced the Resolution No. 2021-54, entitled "AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR FEDERAL AIRPORT EXPENSES REIMBURSEMENT" and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Quade, Sherman, Nelson and Grunig. Nay: None. Absent: Schmidt. Abstain: None. Resolution passed 4 – 0.

Preliminary

18. Mayor Appointments:

Jones said that he will be making appointments to the Hospital Board and EDA. He still needed to meet with the Hospital CEO and Board Chair so he is not ready to make that appointment. The EDA appointment is also pending to hear confirmation from a potential candidate.

19. Personnel:

John Nelson, Liquor Store Manager, said he and the Liquor Committee are recommending the hiring of Kathy Morphew for the PT Stockroom\Clerk position. She would start on step one of the pay plan and be eligible for step two after the probation period.

Motion by Quade second by Grunig to hire Kathy Morphew, PT Stockroom\Clerk at \$15.25\hour according to the pay plan. Motion carried 4 – 0.

Nasby said the Streets & Parks Department is requesting the hiring of Joshua Hedman for a seasonal street\park maintenance position at \$11,50\hour.

Motion by Grunig second by Sherman to approve the hiring of Joshua Hedman for a seasonal street\park maintenance position at \$11,50\hour. Motion carried 4 – 0.

Tim Hogan, Recreation Director, said that there was a list of seasonal positions for the Pool and Recreation Programs included in the City Council packet. He asked if there were any questions about the list of seasonal hiring.

Motion by Sherman second by Quade the approve the hiring of Pool and Recreation Program seasonal help as presented. Motion carried 4 – 0.

Nasby noted the Summer Intern position as well. Hogan said he and the Community Center Director would be sharing an intern with other departments as needed and recommended the hiring of Porsha Porth at \$10.08\hour.

Motion by Quade second by Sherman to hire Porsha Porth as the Summer Intern at a rate of \$10.08\hour. Motion carried 4 – 0.

20. New Business:

None.

21. Old Business:

None.

22. Council Comments:

Quade encouraged people to mow their yards and clean up their properties to show community pride and have the town looking good for Riverfest. She wished everyone a happy Memorial Day.

Nasby thanked veterans and those that serve to protect our country.

Jones also thanked veterans and wished everyone a happy Memorial Day.

Preliminary

23. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 8:23 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

UTILITY COMMISSION MINUTES
Council Chambers
May 26, 2021

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

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Tom Riordan, Glen Francis (10:05 a.m.)
Member Absent: None
City Council Liaison: Marv Grunig
Staff Present: Ryan Anderson, Water/Wastewater Superintendent; Jason Sykora, Electric Superintendent; Steve Nasby, City Administrator; Leesa Arndt, Utility Billing/Analyst

APPROVE MINUTES

Motion by Riordan second by Schwalbach to approve the April 28, 2021 Minutes. Motion carried 2 – 0.

WATER/WASTEWATER ITEMS

Gove Acres

Anderson said the contractor is currently working on residential hookups. The main sewer line servicing Gove Acres has been tied in at the first manhole East on 19th Street. Water service is connected and staff is awaiting a pressure test request.

Kwik Trip Water & Sewer Changes

Anderson presented the engineer's estimate for improvements. The sewer service line has been videoed and is need of repair. Staff was directed to discuss the service road reconstruction with the Street Department as it may need to add curb and gutter. The re-paving will be discussed with the City Engineer as it may be added to an additional project to lessen costs.

Residential Service Discussion

63 6th Street

Anderson noted this address is process of a new home build and the sewer service line was located with extensive digging. Staff ran a successful dye test. The developer asked about building on the land-locked lot behind 63 6th Street and service connections. Commission agreed separate service lines would have to be installed and attached to the mains in the street.

1980 Cottonwood Lake Dr

Anderson explained that this service address had water/sewer services that ran through the adjacent property. The owner had a new water service line bored in and connected to the adjoining street.

1945 4th Ave

Anderson said that 1945 4th Ave has water/sewer service tied in for a new home being built.

Other Water/Wastewater Items

Anderson and Nasby were approached by a homeowner located 41279 Us Hwy 71. The owner's well has failed and they would like to hookup to city water. Commission agreed that

the property would have to be annexed into the city limits (along with adjoining addresses). Staff will follow up with the homeowner and present options.

Anderson said that the engineer is still working on the water service request for the homes annexed in on North Hwy 71. Staff is still waiting on monetary commitments before further action is pursued.

Francis questioned the city/homeowner responsibility on water and service connections. Nasby and Schwalbach explained the water service line is owner's responsibility up to the curb stop and sewer service is the homeowner's responsibility to the sewer main connection.

ELECTRIC ITEMS

Employee Retirement

Sykora has received a retirement letter from Mike Bregel. Staff was hired in anticipation of this retirement. Commission consensus was to internally post for the Electric Foreman position.

Transmission Line Update

Sykora continues to work with DGR and the railroad for needed permits. The Railroad easement in the area between 6th Street and 9th Street is 100 feet from center track. They would like to see the City exhaust all efforts before gaining access to their easement area, regardless of costs. They also would require an induction study to be completed if encroaching in on their area. Sykora added the homeowner by the 6th Street crossing was shown the transmission line maps and an easement may be requested to place the transmission line in close proximity to their home or an offer may be made to purchase the residence. Staff will continue to work on all options. Sykora noted that the Supplemental License Agreements with the railroad for the two crossings by the powerhouse have been approved by Council. They are awaiting the Supplemental License Agreement for 16th Street.

Other Electric Items

At the CMPAS meeting, Nasby heard announcements of awards were given to some of the electric charging stations. ZEF Energy has not given a definitive answer to Windom on their Letter of Support.

Sykora briefed on a potential 10-acre solar project by an interested party. The suggested area was the old landfill area. As there are wells in that location, the potential developer would have to place the panels with an above ground structure and pay land rent/ maintenance costs. The applicant would be responsible for any engineering costs in accordance with the Distributed Energy policy.

Sykora is awaiting fuel tank bid from engineer.

Sykora said staff is progressing on burying electric lines on the East Hill.

Sykora ended noting that kVAH programming for billing is progressing and usage data is being collected.

REGULAR BILLS

An additional DGR bill in the amount of \$1,242.00 was passed out for approval.

Motion by Riordan second by Francis to approve the Regular Bills and the additional DGR bill. Motion carried 3 – 0.

OLD BUSINESS

None.

NEW BUSINESS

The next meeting was set for June 23rd at 10:00 in the City Council Chambers.

ADJOURN

Schwalbach adjourned the meeting at 11:05 am

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator



City of Windom
Windom, Minnesota

Application

For Authorization to Dispense Intoxicating Liquor

To the Windom City Council :

The undersigned hereby applies for authorization to dispense intoxicating liquor on City owned property during a City sponsored event in the City of Windom in accordance with the information given below, City of Windom Code Chapter 5 and Minnesota Statute 340A.404:

Location of Event Tegels Park Cottonwood Lake

Date of Event 6-10-2021 Thursday

Hours 5 pm to 8 pm

Type of Event Band from Chamber's CUB / Riverfest

Phat Pheasant Pub

Name of Individual/Organization

[Signature]
Licensee Officers Signature

2370 Hwy 60 E

Street Address

Windom Mn 56101

City

State

507-831-3977

Telephone Number

Federal ID # (Required) _____

State ID # (Required) _____

Application ☐ Approved

☐ Disapproved

this _____ day of _____, 20_____

City Administrator

License Fee - None \$0.00

- ☒ Copy of On-sale license attached
- ☒ Proof of insurance attached
- ☒ City named as additional insured
- ☒ Licensee has signed the Hold Harmless Agreement

Hold Harmless and Indemnification Agreement

IN CONSIDERATION OF authorization by the Windom City Council to dispense intoxicating liquor on City-owned property or during a City sponsored event, the undersigned licensee hereby agrees to hold harmless the City of Windom, its employees and its agents, from any and all claims for any damages whatsoever arising out of the licensee providing intoxicating liquor under said authorization on the 10th day of June, 2021. Further, the undersigned licensee agrees to indemnify the City of Windom for any such claims for damages whatsoever arising out of licensee's dispensing of said intoxicating liquor, including the reimbursement of the City of Windom's costs and disbursements, including reasonable attorneys' fees in defending any such action for claims and damages.

[Signature]
Licensee Officers Signature

6-20-2021
Date



City of Windom
Windom, Minnesota

Application

For Authorization to Dispense Intoxicating Liquor

To the Windom City Council :

The undersigned hereby applies for authorization to dispense intoxicating liquor on City owned property during a City sponsored event in the City of Windom in accordance with the information given below, City of Windom Code Chapter 5 and Minnesota Statute 340A.404:

Location of Event Tegels Park Cottonwood Lake
Date of Event 6-11-2021 Friday
Hours 8pm to 11 pm
Type of Event Riverfest Fireworks

Phat Pheasant Pub
Name of Individual/Organization

[Signature]
Licensee Officers Signature

2370 HWY 60E
Street Address

Windom Mn 56101
City State

Federal ID # (Required) _____

507-831-3977
Telephone Number

State ID # (Required) _____

Application ☐ Approved ☐ Disapproved

this _____ day of _____, 20_____

City Administrator

License Fee - None \$0.00

- ☒ Copy of On-sale license attached
- ☒ Proof of insurance attached
- ☒ City named as additional insured
- ☒ Licensee has signed the Hold Harmless Agreement

Hold Harmless and Indemnification Agreement

IN CONSIDERATION OF authorization by the Windom City Council to dispense intoxicating liquor on City-owned property or during a City sponsored event, the undersigned licensee hereby agrees to hold harmless the City of Windom, its employees and its agents, from any and all claims for any damages whatsoever arising out of the licensee providing intoxicating liquor under said authorization on the 11th day of June, 2021. Further, the undersigned licensee agrees to indemnify the City of Windom for any such claims for damages whatsoever arising out of licensee's dispensing of said intoxicating liquor, including the reimbursement of the City of Windom's costs and disbursements, including reasonable attorneys' fees in defending any such action for claims and damages.

[Signature]
Licensee Officers Signature

5-20-2021
Date

City Council



City of Windom
Windom, Minnesota

Permit Application

For Use of Amplification Equipment in Public

State of Minnesota)

SS

County of Cottonwood)

To the City Council of the City of Windom in said County and State:

The undersigned hereby applies for a permit to allow the use of amplifying equipment in the City of Windom in said County and State in accordance with the information given below and City of Windom Code 90 Nuisances, Health and Safety - Excessive Noise :

Date of Event 6-11-2021 Friday
Location Tegels Park Cottonwood Lake
Hours 8pm to 10pm
Type of Event Riverfest Fireworks & Entertainment
Application made this 10th day of May, 2021

License Fee - None \$0.00

Recommends

☒ Approval ☐ Denial

[Signature]
Street/Park Superintendent

Recommends

☒ Approval ☐ Denial

[Signature]
Police Chief

Phat Pheasant Pub / Riverfest
Name of Individual/Organization

[Signature]
Signature

2370 HWY 60E
Street Address

Windom MN
City State

507-931-3977
Telephone Number

Application ☐ APPROVED ☐ DISAPPROVED this _____ day of _____, 20____.

City Council



Windom, MN

Expense Approval Report

By Fund

Payment Dates 5/15/2021 - 5/28/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
KAREN HUNTER	37890-3	05/19/2021	CREDIT BALANCE	100-20191	11.17
ELIZABETH HARRINGTON	38400-3	05/18/2021	CREDIT BALANCE REFUND	100-20191	7.38
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	100-20202	7,176.00
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	100-20202	57.20
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	100-20202	16,277.00
SURPLUS WAREHOUSE OF WI	10107	05/24/2021	SPRING CLEAN-UP	100-34403	2,045.00
					25,573.75
Activity: 41110 - Mayor & Council					
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-41110-326	24.61
CONVENT. & VISITOR BUREAU	APRIL 2021	05/25/2021	PAYMENTS/LODGING TAX	100-41110-491	395.53
CONVENT. & VISITOR BUREAU	APRIL 2021	05/25/2021	PAYMENTS/LODGING TAX	100-41110-491	3,054.83
Activity 41110 - Mayor & Council Total:					3,474.97
Activity: 41310 - Administration					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	100-41310-133	64.00
INDOFF, INC	3469469	05/18/2021	CITY OFFICE/SUPPLIES	100-41310-200	14.29
INDOFF, INC	3470142	05/18/2021	CITY OFFICE/SUPPLIES	100-41310-200	40.07
FURTHER (Select Account)	15691700	05/24/2021	FLEX SPENDING/PARTICIPANT	100-41310-217	152.75
VAN IWAARDEN	2021 MAY	05/18/2021	CONSULTING/OPEB-GASB 75	100-41310-301	183.33
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-41310-321	84.97
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-41310-326	294.98
CITIZEN PUBLISHING CO	APRIL 2021	05/11/2021	PRINTING/ADVERTISING	100-41310-350	963.44
Activity 41310 - Administration Total:					1,797.83
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	100-41910-133	24.00
INDOFF, INC	3468997	05/13/2021	EDA/ZONING/SUPPLIES	100-41910-200	14.99
CENTURY BUSINESS PRODUCT	566858	05/11/2021	B/Z-SUPPLIES	100-41910-200	39.14
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-41910-321	64.73
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	INSERTS	100-41910-350	192.59
CITIZEN PUBLISHING CO	APRIL 2021	05/11/2021	PRINTING/ADVERTISING	100-41910-350	649.30
Activity 41910 - Building & Zoning Total:					984.75
Activity: 41940 - City Hall					
COLE PAPERS INC.	9982775	05/13/2021	CITY OFFICE/CLEANING/SUPP	100-41940-211	189.79
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-41940-381	364.20
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-41940-382	57.30
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	100-41940-383	325.51
HOMETOWN SANITATION SER	000414099	05/03/2021	CITY HALL-REFUSE DISPOSAL	100-41940-384	97.99
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-41940-385	121.63
Activity 41940 - City Hall Total:					1,156.42
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	100-42120-133	160.00
COTTONWOOD CO AUD/TREA	JUNE 2021	05/25/2021	JUNE 2021 RENT & DEPUTY A	100-42120-304	3,957.50
WINDOM AREA HEALTH	311182463	05/13/2021	POLICE/MEDICAL FEES	100-42120-305	40.00
SOUTHWESTERN MENTAL HE	63659	05/13/2021	POLICE/MEDICAL FEES	100-42120-305	500.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-42120-321	32.58
AMAZON CAPITAL SERVICES, I	1R7Q-6F9G-MDQX	05/20/2021	AZQOYJ8ZNZN2YT /POLICE	100-42120-323	36.99
LEASE FINANCE PARTNERS	05/20/21	05/25/2021	POLICE/DATA PROCESSING	100-42120-326	534.00
LANGUAGE LINE SERVICES, IN	10226888	05/18/2021	9020909031-INTERPRETATIO	100-42120-327	25.95
LEAGUE OF MN CITIES INS TR	17398 & 17374	05/14/2021	INSURANCE/WORKERS COMP	100-42120-364	222.54
SUNSET LAW ENFORCEMENT,	0005111-IN	05/07/2021	POLICE/MAINTENANCE/OFFIC	100-42120-404	1,605.80
AXON ENTERPRISE, INC	SI-1709577	05/25/2021	114546-POLICE-MAINTENANC	100-42120-404	3,600.00
P.M. REPAIR & DETAILING	21293	05/21/2021	POLICE-MAINTENANCE - VEHI	100-42120-405	26.68
COTTONWOOD CO AUD/TREA	JUNE 2021	05/25/2021	JUNE 2021 RENT & DEPUTY A	100-42120-412	1,950.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FLEET SERVICES DIVISION	2021100001	05/13/2021	POLICE/VEHICLE LEASE 4/1-4/	100-42120-419	1,654.83
PACKTRACK	022307	05/20/2021	POLICE/DUES	100-42120-433	100.00
BLUE CROSS/BLUE SHIELD	JUNE 2021	05/14/2021	BLUE CROSS BLUE SHIELD INS-	100-42120-480	743.50
Activity 42120 - Crime Control Total:					15,190.37
Activity: 42220 - Fire Fighting					
LUCAN COMMUNITY TV INC	1033	05/25/2021	FIRE-MATERIALS	100-42220-215	300.00
LUCAN COMMUNITY TV INC	1034	05/25/2021	FIRE/MATERIALS	100-42220-215	60.00
MN FIRE SERVICE CERTIFICATI	8827	05/11/2021	FIRE/AARON FLATGUARD/TRA	100-42220-308	25.00
MN FIRE SERVICE CERTIFICATI	8844	05/18/2021	FIRE/TRAINING & REGISTRATI	100-42220-308	25.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-42220-321	42.88
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-42220-381	250.26
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-42220-382	12.88
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	100-42220-383	234.47
HOMETOWN SANITATION SER	0000414151	05/04/2021	EMS BUILDING/REFUSE DISPO	100-42220-384	46.19
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-42220-385	28.87
FEDER MECHANICAL INC	2070	05/18/2021	FIRE/MAINTENANCE - OFFICE	100-42220-404	431.50
EMERGENCY APPARATUS MAI	118404	05/14/2021	FIRE/MAINTENANCE - VEHICL	100-42220-405	1,407.65
P.M. REPAIR & DETAILING	21195	05/14/2021	FIRE/MAINTENANCE - VEHICL	100-42220-405	539.10
Activity 42220 - Fire Fighting Total:					3,403.80
Activity: 42500 - Civil Defense					
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-42500-381	30.86
Activity 42500 - Civil Defense Total:					30.86
Activity: 43100 - Streets					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	100-43100-133	80.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-43100-217	70.00
MAC TOOLS	20210503	05/27/2021	STREET-SMALL TOOLS	100-43100-241	79.99
MAC TOOLS	20210517	05/27/2021	STREET-SMALL TOOLS	100-43100-241	148.98
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-43100-321	46.26
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-43100-381	213.44
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-43100-381	798.79
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-43100-382	19.33
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	100-43100-383	256.03
HOMETOWN SANITATION SER	0000414100	05/07/2021	STREET DEPT/REFUSE DISPOS	100-43100-384	195.98
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL	100-43100-384	42.13
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL	100-43100-384	10.00
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL	100-43100-384	109.32
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-43100-385	41.26
MILLER SELLNER EQUIP	20210331 CREDIT	05/04/2021	INVOICE CREDIT 34910B/MAI	100-43100-404	-10.50
MILLER SELLNER EQUIP	355728	05/04/2021	01436 STREET-MAINTENANCE	100-43100-404	36.33
BLUE CROSS/BLUE SHIELD	JUNE 2021	05/14/2021	BLUE CROSS BLUE SHIELD INS-	100-43100-480	743.50
Activity 43100 - Streets Total:					2,880.84
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	100-45202-133	16.00
MID-AMERICAN RESEARCH C	0731802-IN	05/25/2021	STREET-CHEMICALS	100-45202-216	925.90
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-45202-326	466.67
CITIZEN PUBLISHING CO	APRIL 2021	05/11/2021	PRINTING/ADVERTISING	100-45202-340	302.94
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-45202-381	726.65
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-45202-382	37.88
HOMETOWN SANITATION SER	0000414101	05/07/2021	SQUARE/REFUSE DISPOSAL	100-45202-384	111.96
HOMETOWN SANITATION SER	0000414117	05/07/2021	ISLAND PARK/REFUSE DISPOS	100-45202-384	46.80
HOMETOWN SANITATION SER	0000414118	05/07/2021	TEGELS PARK/REFUSE DISPOS	100-45202-384	34.47
HOMETOWN SANITATION SER	0000414119	05/07/2021	WRA/REFUSE DISPOSAL	100-45202-384	39.71
HOMETOWN SANITATION SER	0000414120	05/07/2021	KASTLE KINGDOM/REFUSE DI	100-45202-384	119.96
HOMETOWN SANITATION SER	0000414157	05/07/2021	ABBY PARK/REFUSE DISPOSAL	100-45202-384	44.98
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL	100-45202-384	5.00
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL	100-45202-384	12.00
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL	100-45202-384	24.86
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL	100-45202-384	62.02
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	100-45202-385	55.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING, INC	1298666-00	05/07/2021	STREET/MAINTENANCE/OFFIC	100-45202-404	450.33
MTI DISTRIBUTING, INC	1300651-00	05/18/2021	STREET-MAINTENANCE	100-45202-404	134.18
Activity 45202 - Park Areas Total:					3,617.98
Fund 100 - GENERAL Total:					58,111.57
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	211-45501-133	16.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	211-45501-321	160.25
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	211-45501-326	70.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	211-45501-381	133.63
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	211-45501-382	19.41
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	211-45501-383	199.23
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	211-45501-385	41.54
MICROMARKETING, LLC	850355	05/18/2021	9985-BOOKS/PAMPHLETS	211-45501-435	198.45
Activity 45501 - Library Total:					838.51
Fund 211 - LIBRARY Total:					838.51
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
SOUTHWEST MN BROADBAN	05/15-06/14	05/25/2021	AIRPORT/TELEPHONE	225-45127-321	27.64
SOUTH CENTRAL ELECTRIC	3/31/21	04/28/2021	ELECTRIC	225-45127-381	375.00
SOUTH CENTRAL ELECTRIC	3/31/21	04/28/2021	ELECTRIC	225-45127-381	316.83
WESTMOR FLUID SOLUTIONS,	1732796 RI	05/21/2021	AIRPORT-MAINTENANCE - OF	225-45127-404	2,176.00
WESTMOR FLUID SOLUTIONS,	1734315 RI	05/21/2021	AIRPORT-MAINTENANCE - OF	225-45127-404	1,412.78
Activity 45127 - Airport Total:					4,308.25
Activity: 49950 - Capital Outlay					
CITIZEN PUBLISHING CO	APRIL 2021	05/11/2021	PRINTING/ADVERTISING	225-49950-500	156.80
Activity 49950 - Capital Outlay Total:					156.80
Fund 225 - AIRPORT Total:					4,465.05
Fund: 230 - POOL					
Activity: 45124 - Pool					
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	230-45124-217	133.33
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	230-45124-381	29.67
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	230-45124-383	48.09
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	230-45124-460	19.00
Activity 45124 - Pool Total:					230.09
Fund 230 - POOL Total:					230.09
Fund: 235 - AMBULANCE					
DEPT OF HUMAN SERVICES	00000653927	05/14/2021	AMBULANCE/REIMBURSEME	235-33436	9,796.00
					9,796.00
Activity: 42153 - Ambulance					
ZOLL MEDICAL CORPORATION	3284174	05/18/2021	AMBULANCE-OPERATING SUP	235-42153-217	141.26
VAN PAPER COMPANY INC	572646-00	05/14/2021	AMBULANCE/OPERATING SUP	235-42153-217	76.30
PRAXAIR DISTRIBUTION INC	63411594	05/14/2021	71709956/AMBULANCE/OPE	235-42153-217	397.92
CDW GOVERNMENT	C894513	05/21/2021	9938177-AMB-OPERATING SU	235-42153-217	601.62
STACEY BOTTELBERGHE	5/19/21	05/19/2021	AMBULANCE/UNIFORMS	235-42153-218	107.70
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	235-42153-321	28.58
EXPERT BILLING LLC	8523	05/11/2021	AMBULANCE/DATA PROCESSI	235-42153-326	3,364.00
TIM HACKER	20210518	05/18/2021	AMBULANCE/MEALS/LODGIN	235-42153-334	14.38
MEGAN BRAMSTEDT	20210518	05/18/2021	AMBULANCE/MEALS/LODGIN	235-42153-334	25.47
ROB VISKER	20210518	05/18/2021	AMBULANCE/MEALS/LODGIN	235-42153-334	9.53
KRISTEN PORATH	20210518	05/18/2021	AMBULANCE/MEALS/LODGIN	235-42153-334	179.89
JODI JOHNSON	20210518	05/18/2021	AMBULANCE/MEALS/LODGIN	235-42153-334	98.73
BUCKWHEAT JOHNSON	5/16/21	05/19/2021	AMBULANCE/MEALS/LODGIN	235-42153-334	25.63
TIM HACKER	5-02-2021	05/03/2021	AMBULANCE MEALS/LODGIN	235-42153-334	21.01
TIM HACKER	MAY 20, 21	05/21/2021	AMBULANCE/MEALS/LODGIN	235-42153-334	43.47
CITIZEN PUBLISHING CO	APRIL 2021	05/11/2021	PRINTING/ADVERTISING	235-42153-340	229.50
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	235-42153-381	166.84

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ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	235-42153-382	8.59
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	235-42153-383	156.31
HOMETOWN SANITATION SER	0000414151	05/04/2021	EMS BUILDING/REFUSE DISPO	235-42153-384	30.80
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	235-42153-385	19.25
AED SUPERSTORE	1910949	05/25/2021	AMBULANCE DEFIB. BATTERIE	235-42153-404	935.56
P.M. REPAIR & DETAILING	21294	05/11/2021	AMBULANCE-MAINTENANCE	235-42153-405	280.34
O'REILLY AUTOMOTIVE, INC	4425-308860	05/25/2021	AMBULANCE-MAINTENANCE	235-42153-405	43.96
TOWN 'N COUNTRY	10350	05/19/2021	AMBULANCE/MAINTENANCE	235-42153-406	200.00

Activity 42153 - Ambulance Total: 7,206.64

Fund 235 - AMBULANCE Total: 17,002.64

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	250-46520-133	24.00
INDOFF, INC	3468997	05/13/2021	EDA/ZONING/SUPPLIES	250-46520-200	15.00
CENTURY BUSINESS PRODUCT	566858	05/11/2021	B/Z-SUPPLIES	250-46520-200	78.26
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	250-46520-321	64.73
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	250-46520-321	257.48
LOOP NET	114072045-1	05/18/2021	EDA/ADVERTISING	250-46520-340	69.00
CITIZEN PUBLISHING CO	APRIL 2021	05/11/2021	PRINTING/ADVERTISING	250-46520-340	547.20
FEDERATED RURAL ELECTRIC	112954 4/30/21	05/11/2021	EDA/ELECTRIC UTILITY	250-46520-381	46.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	250-46520-381	105.33
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	250-46520-382	18.56
MN ENERGY RESOURCES	6/01/2021	05/24/2021	GAS UTILITY	250-46520-383	214.82
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	250-46520-385	35.18
THE GLOBE	177922276	05/25/2021	WINDOM EDA/52 WEEK SUBS	250-46520-433	113.88
AMAZON CAPITAL SERVICES, I	1RVJ-6NN1-P4N7	05/14/2021	A2Q0YJ8ZNZN2YT-KAYAK REN	250-46520-439	35.99

Activity 46520 - EDA Total: 1,625.43

Fund 250 - EDA GENERAL Total: 1,625.43

Fund: 254 - NORTH IND PARK

Activity: 46520 - EDA

SOUTH CENTRAL ELECTRIC	3/31/21	04/28/2021	ELECTRIC	254-46520-381	120.73
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Activity 46520 - EDA Total: 120.73

Fund 254 - NORTH IND PARK Total: 120.73

Fund: 401 - GENERAL CAPITAL PROJECTS

Activity: 49950 - Capital Outlay

AMAZON CAPITAL SERVICES, I	13JD-L43H-GWJK	05/14/2021	A2Q0YJ8ZNZN2YT/POLICE FO	401-49950-501	317.64
DEFENSE SOLUTIONS GROUP,	30545968	05/14/2021	POLICE FORFEITURE	401-49950-501	662.50
WATCH GUARD	4B01NV0007386	05/21/2021	POLICE-CAPITAL OUTLAY-BOD	401-49950-501	9,280.00
WATCH GUARD	BCMINV0011898	05/21/2021	POLICE-CAPITAL OUTLAY-BOD	401-49950-501	1,815.00
WATCH GUARD	BCMINV0011990	05/21/2021	POLICE-CAPITAL OUTLAY-BOD	401-49950-501	13,065.00

Activity 49950 - Capital Outlay Total: 25,140.14

Fund 401 - GENERAL CAPITAL PROJECTS Total: 25,140.14

Fund: 402 - CAPITAL PROJECT - ESF

Activity: 49950 - Capital Outlay

EHLERS & ASSOC., INC.	86815	05/18/2021	ESF/ARBITRAGE REPORT/LEAS	402-49950-480	1,000.00
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Activity 49950 - Capital Outlay Total: 1,000.00

Fund 402 - CAPITAL PROJECT - ESF Total: 1,000.00

Fund: 407 - DILIPIDATED HOUSING PROGRAM

Activity: 49950 - Capital Outlay

COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL/NETSCH	407-49950-480	260.38
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL/NETSCH	407-49950-480	236.21
COTTONWOOD CO SOLID WA	3411	05/18/2021	CITY/LANDFILL/NETSCH	407-49950-480	217.00

Activity 49950 - Capital Outlay Total: 713.59

Fund 407 - DILIPIDATED HOUSING PROGRAM Total: 713.59

Fund: 601 - WATER

BOLTON & MENK, INC.	0267864	05/14/2021	M28.121625-NEW WELL #11	601-16300	2,865.00
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BRAMER POWERS	20210518	05/25/2021	REFUND SEWER & WATER INT	601-37150	150.00
					3,015.00
Activity: 49400 - Water					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	601-49400-133	48.00
VAN IWAARDEN	2021 MAY	05/18/2021	CONSULTING/OPEB-GASB 75	601-49400-301	183.33
DGR ENGINEERING	00246656	05/20/2021	PROJ.371084.00/HWY 71/EN	601-49400-303	877.50
MN VALLEY TESTING	1086964	05/20/2021	23162-WATER-LAB TESTING	601-49400-310	79.00
GOPHER STATE ONE CALL	1040838	05/04/2021	MN00774/LOCATES/TELEPHO	601-49400-321	28.35
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	601-49400-321	51.42
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	POSTAGE	601-49400-322	212.65
INNOVATIVE SYSTEMS LLC	53754	05/14/2021	MARCH 2021-DATA PROCESSI	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	54762	04/29/2021	MAY 2021 DATA PROCESSING	601-49400-326	760.50
INNOVATIVE SYSTEMS LLC	54909	05/04/2021	FINAL 5/1/21 DATA PROCESSI	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	54920	05/04/2021	06/01/21-05/31/22 DATA PRO	601-49400-326	833.33
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	PROCESSING	601-49400-326	167.44
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	601-49400-326	70.00
CITIZEN PUBLISHING CO	APRIL 2021	05/11/2021	PRINTING/ADVERTISING	601-49400-350	132.60
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	601-49400-381	4,215.86
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	601-49400-382	18.08
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	601-49400-383	379.65
HOMETOWN SANITATION SER	000414103	05/06/2021	1469-REFUSE DISPOSAL	601-49400-384	99.99
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	601-49400-385	37.26
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	601-49400-386	106.09
CORE & MAIN LP	0030762	05/14/2021	WATER/LANDFILL/MAINTENA	601-49400-386	189.74
CORE & MAIN LP	0030762	05/14/2021	WATER/LANDFILL/MAINTENA	601-49400-408	790.77
BLUE CROSS/BLUE SHIELD	JUNE 2021	05/14/2021	BLUE CROSS BLUE SHIELD INS-	601-49400-480	743.50
					Activity 49400 - Water Total: 11,060.06
					Fund 601 - WATER Total: 14,075.06
Fund: 602 - SEWER					
BOLTON & MENK, INC.	0264559	05/26/2021	T22.113672/WWTF IMPROVE	602-16200	16,655.00
BOLTON & MENK, INC.	0266384	05/26/2021	T22.113672/WWTF IMPROVE	602-16200	6,267.50
BRAMER POWERS	20210518	05/25/2021	REFUND SEWER & WATER INT	602-37250	150.00
					23,072.50
Activity: 49450 - Sewer					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	602-49450-133	32.00
HAWKINS, INC	4931940	05/20/2021	WATER/CHEMICALS	602-49450-216	696.92
VAN IWAARDEN	2021 MAY	05/18/2021	CONSULTING/OPEB-GASB 75	602-49450-301	183.33
MN VALLEY TESTING	1086389	05/14/2021	WATER/LAB TESTING	602-49450-310	163.20
MN VALLEY TESTING	1086789	05/20/2021	23162-WATER-LAB TESTING	602-49450-310	254.40
MN VALLEY TESTING	1086797	05/20/2021	23162-WATER-LAB TESTING	602-49450-310	166.40
MN VALLEY TESTING	1087128	05/20/2021	23162-WATER-LAB TESTING	602-49450-310	134.40
MN VALLEY TESTING	1087344	05/20/2021	23162-WATER-LAB TESTING	602-49450-310	103.20
MN VALLEY TESTING	1087349	05/20/2021	23162-WATER-LAB TESTING	602-49450-310	252.60
MN VALLEY TESTING	1087472	05/20/2021	23162-WATER-LAB TESTING	602-49450-310	163.20
GOPHER STATE ONE CALL	1040838	05/04/2021	MN00774/LOCATES/TELEPHO	602-49450-321	28.35
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	602-49450-321	176.48
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	POSTAGE	602-49450-322	212.65
INNOVATIVE SYSTEMS LLC	53754	05/14/2021	MARCH 2021-DATA PROCESSI	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	54762	04/29/2021	MAY 2021 DATA PROCESSING	602-49450-326	760.50
INNOVATIVE SYSTEMS LLC	54909	05/04/2021	FINAL 5/1/21 DATA PROCESSI	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	54920	05/04/2021	06/01/21-05/31/22 DATA PRO	602-49450-326	833.33
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	PROCESSING	602-49450-326	167.44
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	602-49450-326	70.00
SOUTH CENTRAL ELECTRIC	3/31/21	04/28/2021	ELECTRIC	602-49450-381	174.51
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	602-49450-381	13,270.02
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	602-49450-382	82.83
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	602-49450-383	37.47
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	602-49450-383	21.52
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	602-49450-383	18.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	602-49450-383	764.87
				Activity 49450 - Sewer Total:	19,802.62
				Fund 602 - SEWER Total:	42,875.12
Fund: 604 - ELECTRIC					
FULDA CREDIT UNION	20210527	05/27/2021	INVESTMENT ACCOUNT	604-10400	600,000.00
IRBY ELECTRICAL DISTRIBUTO	5012271948.003	05/20/2021	ELECTRIC/INVENTORY	604-14200	61,941.26
J. H. LARSON	5102491625.001	05/13/2021	34714-EL-INVENTORY	604-14200	47.73
UNION PACIFIC RAILROAD CO	00087-92	05/21/2021	TRANSMISSION PROJECT	604-16300	1,000.00
DGR ENGINEERING	00246834	05/25/2021	425303.00-EL-TRANSMISSION	604-16300	1,242.00
DGR ENGINEERING	00246941	05/25/2021	425304.00/ELECTRIC/FUEL TA	604-16300	1,976.50
UNION PACIFIC RAILROAD CO	00529-81	05/21/2021	TRANSMISSION PROJECT	604-16300	1,000.00
ELECTRIC FUND	20210519	05/25/2021	EL CONSTRUCTION NEW #1/I	604-16300	19,507.03
ELECTRIC FUND	5/3/21-5/16/21	05/25/2021	EAST HILL/TRANSMISSION	604-16300	15,072.54
LACEY GLIDDEN	13354-4	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	300.00
BONEFACE M NYANGAU	17706-8	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	300.00
BERTHA A CORNEJO	243020-7	05/18/2021	UTILITY DEPOSIT	604-22000	300.00
TANEISHA HAYES	28456-8	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	300.00
MINESHKA Y MATEO	3116-5	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	300.00
JUAN CORTES LOPEZ	33067-8	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	300.00
RICHARD & LORI JOHNSON	44330-1	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	300.00
ALEX HIKUTA	46123-4	05/18/2021	ELECTRIC DEPOSIT	604-22000	300.00
STEVEN COTTO ORTIZ	50475-8	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	206.57
SERGIO & JAZMINE ALTAMIRA	54058-1	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	300.00
KENNETH WEILER	56619-4	05/18/2021	UTILITY DEPOSIT REFUND	604-22000	300.00
					704,993.63
Activity: 49550 - Electric					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	604-49550-133	112.00
COUNTRY PRIDE SERVICE	476537	05/24/2021	FORK LIFT/MOTOR FUELS	604-49550-212	24.00
ELK RIVER WINLECTRIC	334238	05/03/2021	ELECTRIC/GLOVES	604-49550-218	30.00
ELK RIVER WINLECTRIC	334993 01	05/07/2021	ELECTRIC/UNIFORMS	604-49550-218	456.00
CMP - CENTRAL MUNICIPAL P	7054	05/14/2021	ELECTRIC/ENERGY TRANSMIS	604-49550-263	57,263.86
CMP - CENTRAL MUNICIPAL P	7054	05/14/2021	ELECTRIC/ENERGY TRANSMIS	604-49550-263	156,506.91
DEPARTMENT OF ENERGY	APRIL 2021	05/14/2021	MERCHANDISE FOR RESALE	604-49550-263	61,722.37
VAN IWAARDEN	2021 MAY	05/18/2021	CONSULTING/OPEB-GASB 75	604-49550-301	183.33
mPOWER TECHNOLOGIES, IN	4351	05/25/2021	EL-ENG/SURVEYING FEES	604-49550-303	4,640.00
GOPHER STATE ONE CALL	1040838	05/04/2021	MN00774/LOCATES/TELEPHO	604-49550-321	28.35
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	604-49550-321	78.86
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	POSTAGE	604-49550-322	212.65
INNOVATIVE SYSTEMS LLC	53754	05/14/2021	MARCH 2021-DATA PROCESSI	604-49550-326	223.90
INNOVATIVE SYSTEMS LLC	54762	04/29/2021	MAY 2021 DATA PROCESSING	604-49550-326	1,521.00
INNOVATIVE SYSTEMS LLC	54909	05/04/2021	FINAL 5/1/21 DATA PROCESSI	604-49550-326	223.90
INNOVATIVE SYSTEMS LLC	54920	05/04/2021	06/01/21-05/31/22 DATA PRO	604-49550-326	1,666.67
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	PROCESSING	604-49550-326	167.44
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	604-49550-326	191.37
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	INSERTS	604-49550-350	1.51
LEAGUE OF MN CITIES INS TR	17398 & 17374	05/14/2021	INSURANCE/WORKERS COMP	604-49550-364	167.46
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	604-49550-381	140.35
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	604-49550-382	23.33
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	604-49550-383	65.34
HOMETOWN SANITATION SER	0000414104	05/04/2021	ELECTRIC-REFUSE DISPOSAL	604-49550-384	99.99
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	604-49550-385	49.42
RDO EQUIPMENT CO	P9709604	05/20/2021	2363008-EL-MAINTENANCE	604-49550-404	83.44
WINDOM TOWING LLC	13202	05/25/2021	MAINTENANCE - VEHICLE	604-49550-405	1,679.99
TEREX USA LLC	7119575	05/25/2021	05-05-21 EL-MAINTENANCE -	604-49550-405	660.00
TEREX USA LLC	7119576	05/25/2021	05-05-21 EL-MAINTENANCE -	604-49550-405	660.00
TEREX USA LLC	7119577	05/25/2021	05-05-21 EL-MAINTENANCE -	604-49550-405	660.00
DUERKSEN ELECTRIC	5609	05/25/2021	EL-MAINTENANCE	604-49550-408	208.16
ELECTRIC FUND	EL DISTRIBUTION	05/25/2021	EL-MAINTENANCE - DISTRIBU	604-49550-408	184.82
ELECTRIC FUND	MAY 19, 2021	05/25/2021	EL TRUCK STOCK-MAINTENAN	604-49550-408	201.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WERNER ELECTRIC	5010481296.006	05/11/2021	MAINTENANCE - DISTRIBUTIO	604-49550-408	57.18
AMAZON CAPITAL SERVICES, I	1XNW-TNJR-6TNP	05/25/2021	A2QOYJ8ZNZN2YT EL-BOO	604-49550-435	242.50
CMP - CENTRAL MUNICIPAL P	7054	05/14/2021	ELECTRIC/ENERGY TRANSMIS	604-49550-450	2,970.80
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	604-49550-460	44.02
				Activity 49550 - Electric Total:	293,451.93
				Fund 604 - ELECTRIC Total:	998,445.56

Fund: 609 - LIQUOR STORE

MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	609-20202	16,328.00
					16,328.00

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	609-49751-133	32.00
RAGE INC - CAMPUS CLEANER	39555	05/18/2021	RIVERBEND-CLEANING/SUPPL	609-49751-211	70.26
RAGE INC - CAMPUS CLEANER	40325	05/25/2021	LIQUOR/CLEANING/SUPPLIES	609-49751-211	59.58
JOHNSON BROS.	1800184	05/24/2021	LIQUOR/MERCHANDISE	609-49751-251	3,544.02
JOHNSON BROS.	1805065	05/25/2021	156083-MERCHANDISE	609-49751-251	1,733.06
BREAKTHRU BEVERAGE MN	339293367	05/04/2021	0700294793/LIQUOR/MERCH	609-49751-251	3,974.43
BREAKTHRU BEVERAGE MN	339475213	05/18/2021	MERCHANDISE	609-49751-251	3,866.50
DOLL DISTRIBUTING, LLC	525900	05/07/2021	MERCHANDISE FOR RESALE	609-49751-251	58.50
PHILLIPS WINE & SPIRITS	6203635	05/24/2021	LIQUOR/MERCHANDISE	609-49751-251	5,931.97
PHILLIPS WINE & SPIRITS	6207397	05/25/2021	156083-MERCHANDISE	609-49751-251	700.90
BEVERAGE WHOLESALERS	164405	05/18/2021	MERCHANDISE	609-49751-252	9,062.40
JOHNSON BROS.	1805067	05/25/2021	156083-MERCHANDISE	609-49751-252	210.00
BREAKTHRU BEVERAGE MN	339475214	05/18/2021	BEER	609-49751-252	122.75
ARTISAN BEER COMPANY	3470796	05/04/2021	156083 LIQUOR/BEER	609-49751-252	296.80
DOLL DISTRIBUTING, LLC	525900	05/07/2021	MERCHANDISE FOR RESALE	609-49751-252	8,201.90
DOLL DISTRIBUTING, LLC	530929	05/18/2021	51450-MERCHANDISE	609-49751-252	5,229.90
DOLL DISTRIBUTING, LLC	532999	05/24/2021	51450-BEER	609-49751-252	220.00
DOLL DISTRIBUTING, LLC	535557	05/25/2021	51450-MERCHANDISE	609-49751-252	9,204.80
DOLL DISTRIBUTING, LLC	535558	05/25/2021	51450-MERCHANDISE	609-49751-252	-30.40
DOLL DISTRIBUTING, LLC	535559	05/25/2021	51450-MERCHANDISE	609-49751-252	-26.35
DOLL DISTRIBUTING, LLC	537658	05/25/2021	51450-BEER	609-49751-252	1,313.00
BEVERAGE WHOLESALERS	732672	05/18/2021	70063-BEER	609-49751-252	-30.00
JOHNSON BROS.	1800185	05/24/2021	LIQUOR/MERCHANDISE	609-49751-253	1,364.17
JOHNSON BROS.	1805066	05/25/2021	156083-MERCHANDISE	609-49751-253	998.64
BREAKTHRU BEVERAGE MN	339293367	05/04/2021	0700294793/LIQUOR/MERCH	609-49751-253	248.00
BREAKTHRU BEVERAGE MN	339475213	05/18/2021	MERCHANDISE	609-49751-253	312.00
PHILLIPS WINE & SPIRITS	6203636	05/24/2021	LIQUOR/MERCHANDISE	609-49751-253	726.25
PHILLIPS WINE & SPIRITS	6207398	05/25/2021	156083-MERCHANDISE	609-49751-253	88.00
WINE MERCHANTS	7329471	05/20/2021	156083/MERCHANDISE	609-49751-253	448.00
BREAKTHRU BEVERAGE MN	339475213	05/18/2021	MERCHANDISE	609-49751-254	84.97
DOLL DISTRIBUTING, LLC	530929	05/18/2021	51450-MERCHANDISE	609-49751-254	120.00
DOLL DISTRIBUTING, LLC	535557	05/25/2021	51450-MERCHANDISE	609-49751-254	14.00
PHILLIPS WINE & SPIRITS	6203636	05/24/2021	LIQUOR/MERCHANDISE	609-49751-254	115.00
PHILLIPS WINE & SPIRITS	6207398	05/25/2021	156083-MERCHANDISE	609-49751-254	22.50
RED BULL DISTRIBUTION CO, I	K-99199824	05/18/2021	SOFT DRINKS & MIXES	609-49751-254	176.50
TSP	0056857	05/18/2021	RIVERBEND/CONSULTING & A	609-49751-301	1,367.40
VAN IWAARDEN	2021 MAY	05/18/2021	CONSULTING/OPEB-GASB 75	609-49751-301	183.35
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	609-49751-321	132.90
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	609-49751-326	656.06
JOHN C NELSON	20210521	05/25/2021	TRAVEL EXPENSE 66.5/MILES	609-49751-331	37.24
JOHNSON BROS.	1800184	05/24/2021	LIQUOR/MERCHANDISE	609-49751-333	79.69
JOHNSON BROS.	1800185	05/24/2021	LIQUOR/MERCHANDISE	609-49751-333	62.64
JOHNSON BROS.	1805065	05/25/2021	156083-MERCHANDISE	609-49751-333	39.15
JOHNSON BROS.	1805066	05/25/2021	156083-MERCHANDISE	609-49751-333	41.76
BREAKTHRU BEVERAGE MN	339293367	05/04/2021	0700294793/LIQUOR/MERCH	609-49751-333	54.81
BREAKTHRU BEVERAGE MN	339475213	05/18/2021	MERCHANDISE	609-49751-333	77.24
PHILLIPS WINE & SPIRITS	6203635	05/24/2021	LIQUOR/MERCHANDISE	609-49751-333	77.95
PHILLIPS WINE & SPIRITS	6203636	05/24/2021	LIQUOR/MERCHANDISE	609-49751-333	27.84
PHILLIPS WINE & SPIRITS	6207397	05/25/2021	156083-MERCHANDISE	609-49751-333	8.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PHILLIPS WINE & SPIRITS	6207398	05/25/2021	156083-MERCHANDISE	609-49751-333	5.22
WINE MERCHANTS	7329471	05/20/2021	156083/MERCHANDISE	609-49751-333	12.18
CITIZEN PUBLISHING CO	APRIL 2021	05/11/2021	PRINTING/ADVERTISING	609-49751-340	1,279.96
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	609-49751-381	786.12
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	609-49751-382	19.82
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	609-49751-383	133.64
HOMETOWN SANITATION SER	0000414102	05/04/2021	LIQUOR STORE/REFUSE DISPO	609-49751-384	174.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	609-49751-385	38.95
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	609-49751-460	12.90

Activity 49751 - Liquor Store Total: 63,773.57

Fund 609 - LIQUOR STORE Total: 80,101.57

Fund: 614 - TELECOM

UNITED TEL SUPPLY, INC	21594	05/21/2021	TELECOM/MACHINERY	614-16400	1,455.63
MN 9-1-1 PROGRAM	MAY 2021	05/25/2021	MAY 911 SERVICE	614-20206	1,176.04
BB & T GOVERNMENTAL FINA	5/07/21	05/18/2021	TELECOMMUNICATIONS LOA	614-23100	571,000.00
					<u>573,631.67</u>

Activity: 49870 - Telecom

NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	614-49870-133	64.00
RAGE INC - CAMPUS CLEANER	39943	05/11/2021	6153-TELECOM-CLEANING/SU	614-49870-211	21.31
AMAZON CAPITAL SERVICES, I	1KDR-JRCD-7JJ1	05/14/2021	A2Q0YJ8ZNZN2YT-TELECOM-S	614-49870-217	54.99
POWER & TEL	05/06/21	05/11/2021	TELECOM/UTILITY SYSTEM	614-49870-227	2,955.49
AMAZON CAPITAL SERVICES, I	1GHX-VK6W-VY4Q	05/14/2021	A2Q0YJ8ZNZN2YT/TELECOM/	614-49870-227	98.69
VAN IWAARDEN	2021 MAY	05/18/2021	CONSULTING/OPEB-GASB 75	614-49870-301	183.33
INTERSTATE TRS FUND	82580760040 & 41	05/18/2021	ASSESSMENT FOR 499-A FILIN	614-49870-304	247.86
INTERSTATE TRS FUND	82580760040 & 41	05/18/2021	ASSESSMENT FOR 499-A FILIN	614-49870-304	790.14
GOPHER STATE ONE CALL	1040838	05/04/2021	MN00774/LOCATES/TELEPHO	614-49870-321	28.35
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	614-49870-321	263.94
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	POSTAGE	614-49870-322	212.65
INNOVATIVE SYSTEMS LLC	53754	05/14/2021	MARCH 2021-DATA PROCESSI	614-49870-326	1,846.10
INNOVATIVE SYSTEMS LLC	54762	04/29/2021	MAY 2021 DATA PROCESSING	614-49870-326	875.00
INNOVATIVE SYSTEMS LLC	54762	04/29/2021	MAY 2021 DATA PROCESSING	614-49870-326	1,521.00
INNOVATIVE SYSTEMS LLC	54909	05/04/2021	FINAL 5/1/21 DATA PROCESSI	614-49870-326	1,846.10
INNOVATIVE SYSTEMS LLC	54920	05/04/2021	06/01/21-05/31/22 DATA PRO	614-49870-326	1,666.67
INNOVATIVE SYSTEMS LLC	55015	05/14/2021	PROCESSING	614-49870-326	167.44
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	614-49870-381	2,343.05
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	614-49870-382	18.67
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	614-49870-383	30.72
HOMETOWN SANITATION SER	0000414105	05/03/2021	TELECOM/REFUSE DISPOSAL	614-49870-384	87.98
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	614-49870-385	40.03
CENTURY LINK	72421050-D-21137	05/25/2021	TRANSMISSION FEES	614-49870-441	51.60
CONSOLIDATED COMMUNICA	20210501	05/14/2021	MAY 2021/SUBSCRIBER FEES	614-49870-442	1,443.00
SHOWTIME NETWORKS INC	31622	05/18/2021	TELECOM/APRIL 2021/SUBSC	614-49870-442	157.30
NEXSTAR BROADCASTING GR	382596	05/18/2021	TELECOM-APRIL-SUBSCRIBER	614-49870-442	241.14
FOX TELEVISION STATIONS, IN	384758	05/19/2021	SUBSCRIBER FEES	614-49870-442	2,794.14
BTN - BIG TEN NETWORK	4/30/2021	05/18/2021	TELECOM/SUBSCRIBER FEES	614-49870-442	1,545.75
BALLY SPORTS NORTH	567448	05/18/2021	TELECOM/SUBSCRIBER FEES	614-49870-442	7,309.68
MN TELECOM ALLIANCE	300001800	05/21/2021	INTERGOVERNMENTAL FEES	614-49870-443	425.00
CONSOLIDATED CALL CENTER	18285	05/07/2021	TELECOM/SWITCH FEES	614-49870-445	119.62
ZAYO GROUP, LLC	2021050027696	05/14/2021	TRANSPORT/INTERNET EXPEN	614-49870-447	1,950.00
ONVOY, LLC dba INTELIGENT	153802	05/14/2021	TELECOM/CALL COMPLETION	614-49870-451	8,911.35
ONVOY, LLC dba INTELIGENT	153875	05/14/2021	TELECOM/CALL COMPLETION	614-49870-451	264.08
ZAYO GROUP, LLC	2021050002376	05/14/2021	TELECOM/CALL COMPLETION	614-49870-451	1,295.00
CENTURY LINK	831-1075 104 5/16-6/15	05/25/2021	SERVICE 831-1075 104	614-49870-451	82.86
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	614-49870-460	43.88

Activity 49870 - Telecom Total: 41,997.91

Expense Approval Report

Payment Dates: 5/15/2021 - 5/28/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 49980 - Debt Service					
BB & T GOVERNMENTAL FINA	5/07/21	05/18/2021	TELECOMMUNICATIONS LOA	614-49980-611	76,244.99
Activity 49980 - Debt Service Total:					76,244.99
Fund 614 - TELECOM Total:					691,874.57
Fund: 615 - ARENA					
Activity: 49850 - Arena					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	615-49850-133	32.00
NEGEN CONSTRUCTION LLC	20210508	05/18/2021	ARENA/OPERATING SUPPLIES	615-49850-217	734.40
SCOTT VEENKER	27797	05/18/2021	ARENA/OPERATING SUPPLIES	615-49850-217	1,000.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	615-49850-321	127.24
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	615-49850-326	433.00
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	615-49850-381	2,924.01
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	615-49850-382	44.29
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY-JUNE 2021	615-49850-383	545.82
HOMETOWN SANITATION SER	0000414106	05/04/2021	ARENA/REFUSE DISPOSAL	615-49850-384	150.99
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	615-49850-385	83.98
BLUE CROSS/BLUE SHIELD	JUNE 2021	05/14/2021	BLUE CROSS BLUE SHIELD INS-	615-49850-480	743.50
Activity 49850 - Arena Total:					6,819.23
Fund 615 - ARENA Total:					6,819.23
Fund: 617 - M/P CENTER					
SECR REV FUND/CITY OF WD	20210517	05/18/2021	WCC-PETTY CASH	617-10200	1,500.00
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	617-20202	121.17
					1,621.17
Activity: 49860 - M/P Center					
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	617-49860-133	48.00
RAGE INC - CAMPUS CLEANER	39941	05/11/2021	6152-MPC-OPERATING SUPPL	617-49860-217	67.50
RAGE INC - CAMPUS CLEANER	40717	05/25/2021	6152-WCC-OPERATING SUPPL	617-49860-217	67.50
MN DEPT OF HEALTH	899142	05/25/2021	WCC	617-49860-217	40.00
RIVER BEND LIQUOR	APRIL 2021	05/18/2021	WCC APRIL 2021 MERCHANDI	617-49860-251	771.47
RIVER BEND LIQUOR	APRIL 2021	05/18/2021	WCC APRIL 2021 MERCHANDI	617-49860-252	1,193.55
RIVER BEND LIQUOR	APRIL 2021	05/18/2021	WCC APRIL 2021 MERCHANDI	617-49860-254	101.34
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	617-49860-321	60.13
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	617-49860-326	403.33
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	617-49860-381	1,069.92
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	617-49860-382	67.60
MN ENERGY RESOURCES	040721-050621	05/21/2021	GAS UTILITY	617-49860-383	666.49
HOMETOWN SANITATION SER	0000414107	04/29/2021	COMMUNITY CENTER/REFUS	617-49860-384	74.99
ELECTRIC FUND	MAY 2021	05/27/2021	MONTHLY UTILITY & TELECO	617-49860-385	148.32
ELITE MECHANICAL SYSTEMS,	7483	05/25/2021	WCC-MAINTENANCE - UTILITI	617-49860-409	80.00
ELITE MECHANICAL SYSTEMS,	8325	05/25/2021	MAINTENANCE - UTILITIES	617-49860-409	135.00
MN REVENUE	APRIL 2021	05/18/2021	SALES TAX -	617-49860-460	530.83
BLUE CROSS/BLUE SHIELD	JUNE 2021	05/14/2021	BLUE CROSS BLUE SHIELD INS-	617-49860-480	1,487.00
Activity 49860 - M/P Center Total:					7,012.97
Fund 617 - M/P CENTER Total:					8,634.14
Fund: 700 - PAYROLL					
Internal Revenue Service-Payr	INV0001943	05/21/2021	Federal Tax Withholding	700-21701	10,826.85
MN Department of Revenue -	INV0001944	05/21/2021	State Withholding	700-21702	5,200.84
Internal Revenue Service-Payr	INV0001943	05/21/2021	Social Security	700-21703	13,800.26
MN Pera	INV0001940	05/21/2021	PERA	700-21704	7,094.87
MN Pera	INV0001940	05/21/2021	PERA	700-21704	14,346.00
MN Pera	INV0001940	05/21/2021	PERA	700-21704	936.70
MN State Deferred	INV0001941	05/21/2021	Deferred Roth	700-21705	2,673.78
MN State Deferred	INV0001941	05/21/2021	Deferred Compensation	700-21705	7,115.32
BLUE CROSS/BLUE SHIELD	JUNE 2021	05/14/2021	BLUE CROSS BLUE SHIELD INS-	700-21706	52,701.50
LOCAL UNION #949	2021 MAY	05/18/2021	MAY UNION DUES	700-21707	1,700.28
LAW ENFORCEMENT LABOR S	2021 MAY	05/18/2021	POLICE UNION DUES MAY	700-21708	444.50
MN CHILD SUPPORT PAYMEN	INV0001942	05/21/2021	Child Support Payment	700-21709	97.83
Internal Revenue Service-Payr	INV0001943	05/21/2021	Medicare Withholding	700-21711	3,893.22

Expense Approval Report

Payment Dates: 5/15/2021 - 5/28/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FURTHER (Select Account)	39809658	05/19/2021	FLEX SPENDING 5/4/21	700-21712	194.00
FURTHER (Select Account)	39819999	05/19/2021	FLEX SPENDING 5/11/21	700-21712	466.58
FURTHER (Select Account)	39828290	05/18/2021	FLEX SPENDING 5/18/21	700-21712	252.00
FURTHER (Select Account)	39840802	05/25/2021	FLEX SPENDING	700-21712	8.55
AFLAC	714325	05/26/2021	INSURANCE MAY 2021	700-21715	305.40
AFLAC	714325	05/26/2021	INSURANCE MAY 2021	700-21716	602.90
MN BENEFIT ASSOCIATION	2021-0130665	05/18/2021	JUNE 2021	700-21717	4.84
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	700-21718	16.00
NCPERS MINNESOTA	844600062021	05/25/2021	INSURANCE #844600	700-21718	16.00
MN BENEFIT ASSOCIATION	2021-0130665	05/18/2021	JUNE 2021	700-21719	270.09
MII LIFE	2021 MAY	05/24/2021	VEBA H.S.A. SPLIT	700-21720	9,583.46
MII LIFE	2021 MAY	05/24/2021	VEBA H.S.A. SPLIT	700-21720	520.85
MII LIFE	2021 MAY	05/24/2021	VEBA H.S.A. SPLIT	700-21722	3,020.90
FURTHER (Select Account)	INV0001939	05/21/2021	HSA Employee Contribution	700-21723	422.35
					136,515.87
Fund 700 - PAYROLL Total:					136,515.87
Grand Total:					2,088,588.87

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	58,111.57
211 - LIBRARY	838.51
225 - AIRPORT	4,465.05
230 - POOL	230.09
235 - AMBULANCE	17,002.64
250 - EDA GENERAL	1,625.43
254 - NORTH IND PARK	120.73
401 - GENERAL CAPITAL PROJECTS	25,140.14
402 - CAPITAL PROJECT - ESF	1,000.00
407 - DILIPIDATED HOUSING PROGRAM	713.59
601 - WATER	14,075.06
602 - SEWER	42,875.12
604 - ELECTRIC	998,445.56
609 - LIQUOR STORE	80,101.57
614 - TELECOM	691,874.57
615 - ARENA	6,819.23
617 - M/P CENTER	8,634.14
700 - PAYROLL	136,515.87
Grand Total:	2,088,588.87

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	18.55
100-20202	Sales Tax Payable	23,510.20
100-34403	Spring Clean-up	2,045.00
100-41110-326	Data Processing	24.61
100-41110-491	Payments to Other Orga	3,450.36
100-41310-133	Employer Paid Insurance	64.00
100-41310-200	Office Supplies	54.36
100-41310-217	Other Operating Supplie	152.75
100-41310-301	Auditing & Consulting Se	183.33
100-41310-321	Telephone	84.97
100-41310-326	Data Processing	294.98
100-41310-350	Printing & Design	963.44
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	54.13
100-41910-321	Telephone	64.73
100-41910-350	Printing & Design	841.89
100-41940-211	Cleaning Supplies	189.79
100-41940-381	Electric Utility	364.20
100-41940-382	Water Utility	57.30
100-41940-383	Gas Utility	325.51
100-41940-384	Refuse Disposal	97.99
100-41940-385	Sewer Utility	121.63
100-42120-133	Employer Paid Insurance	160.00
100-42120-304	Legal Fees	3,957.50
100-42120-305	Medical & Dental Fees	540.00
100-42120-321	Telephone	32.58
100-42120-323	Radio Units	36.99
100-42120-326	Data Processing	534.00
100-42120-327	Interpretation Fees	25.95
100-42120-364	Insurance - Worker's Co	222.54
100-42120-404	Repairs & Maint - M&E	5,205.80
100-42120-405	Repairs & Maint - Vehicl	26.68
100-42120-412	Rentals - Building	1,950.00
100-42120-419	Vehicle Lease	1,654.83
100-42120-433	Dues & Subscriptions	100.00

Account Summary

Account Number	Account Name	Payment Amount
100-42120-480	Other Miscellaneous	743.50
100-42220-215	Materials & Equipment	360.00
100-42220-308	Training & Registrations	50.00
100-42220-321	Telephone	42.88
100-42220-381	Electric Utility	250.26
100-42220-382	Water Utility	12.88
100-42220-383	Gas Utility	234.47
100-42220-384	Refuse Disposal	46.19
100-42220-385	Sewer Utility	28.87
100-42220-404	Repairs & Maint - M&E	431.50
100-42220-405	Repairs & Maint - Vehicl	1,946.75
100-42500-381	Electric Utility	30.86
100-43100-133	Employer Paid Insurance	80.00
100-43100-217	Other Operating Supplie	70.00
100-43100-241	Small Tools	228.97
100-43100-321	Telephone	46.26
100-43100-381	Electric Utility	1,012.23
100-43100-382	Water Utility	19.33
100-43100-383	Gas Utility	256.03
100-43100-384	Refuse Disposal	357.43
100-43100-385	Sewer Utility	41.26
100-43100-404	Repairs & Maint - M&E	25.83
100-43100-480	Other Miscellaneous	743.50
100-45202-133	Employer Paid Insurance	16.00
100-45202-216	Chemicals and Chemical	925.90
100-45202-326	Data Processing	466.67
100-45202-340	Advertising & Promotion	302.94
100-45202-381	Electric Utility	726.65
100-45202-382	Water Utility	37.88
100-45202-384	Refuse Disposal	501.76
100-45202-385	Sewer Utility	55.67
100-45202-404	Repairs & Maint - M&E	584.51
211-45501-133	Employer Paid Insurance	16.00
211-45501-321	Telephone	160.25
211-45501-326	Data Processing	70.00
211-45501-381	Electric Utility	133.63
211-45501-382	Water Utility	19.41
211-45501-383	Gas Utility	199.23
211-45501-385	Sewer Utility	41.54
211-45501-435	Books and Pamphlets	198.45
225-45127-321	Telephone	27.64
225-45127-381	Electric Utility	691.83
225-45127-404	Repairs & Maint - M&E	3,588.78
225-49950-500	Capital Outlay	156.80
230-45124-217	Other Operating Supplie	133.33
230-45124-381	Electric Utility	29.67
230-45124-383	Gas Utility	48.09
230-45124-460	Miscellaneous Taxes	19.00
235-33436	Reimbursements	9,796.00
235-42153-217	Other Operating Supplie	1,217.10
235-42153-218	Uniforms	107.70
235-42153-321	Telephone	28.58
235-42153-326	Data Processing	3,364.00
235-42153-334	Meals/Lodging	418.11
235-42153-340	Advertising & Promotion	229.50
235-42153-381	Electric Utility	166.84
235-42153-382	Water Utility	8.59
235-42153-383	Gas Utility	156.31

Account Summary

Account Number	Account Name	Payment Amount
235-42153-384	Refuse Disposal	30.80
235-42153-385	Sewer Utility	19.25
235-42153-404	Repairs & Maint - M&E	935.56
235-42153-405	Repairs & Maint - Vehicl	324.30
235-42153-406	Repairs & Maint - Groun	200.00
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	93.26
250-46520-321	Telephone	322.21
250-46520-340	Advertising & Promotion	616.20
250-46520-381	Electric Utility	151.33
250-46520-382	Water Utility	18.56
250-46520-383	Gas Utility	214.82
250-46520-385	Sewer Utility	35.18
250-46520-433	Dues & Subscriptions	113.88
250-46520-439	Special Projects	35.99
254-46520-381	Electric Utility	120.73
401-49950-501	Capital Outlay - Police	25,140.14
402-49950-480	Other Miscellaneous	1,000.00
407-49950-480	Other Miscellaneous	713.59
601-16300	Improvements Other Th	2,865.00
601-37150	Water Connection/Reco	150.00
601-49400-133	Employer Paid Insurance	48.00
601-49400-301	Auditing & Consulting Se	183.33
601-49400-303	Engineering and Surveyi	877.50
601-49400-310	Lab Testing	79.00
601-49400-321	Telephone	79.77
601-49400-322	Postage	212.65
601-49400-326	Data Processing	2,866.27
601-49400-350	Printing & Design	132.60
601-49400-381	Electric Utility	4,215.86
601-49400-382	Water Utility	18.08
601-49400-383	Gas Utility	379.65
601-49400-384	Refuse Disposal	99.99
601-49400-385	Sewer Utility	37.26
601-49400-386	Landfill	295.83
601-49400-408	Repairs & Maint - Distrib	790.77
601-49400-480	Other Miscellaneous	743.50
602-16200	Buildings	22,922.50
602-37250	Sewer Connection/Reco	150.00
602-49450-133	Employer Paid Insurance	32.00
602-49450-216	Chemicals and Chemical	696.92
602-49450-301	Auditing & Consulting Se	183.33
602-49450-310	Lab Testing	1,237.40
602-49450-321	Telephone	204.83
602-49450-322	Postage	212.65
602-49450-326	Data Processing	2,866.27
602-49450-381	Electric Utility	13,444.53
602-49450-382	Water Utility	82.83
602-49450-383	Gas Utility	841.86
604-10400	Investments - Current	600,000.00
604-14200	Inventory	61,988.99
604-16300	Improvements Other Th	39,798.07
604-22000	Prepayments	3,206.57
604-49550-133	Employer Paid Insurance	112.00
604-49550-212	Motor Fuels	24.00
604-49550-218	Uniforms	486.00
604-49550-263	Merchandise for Resale -	275,493.14
604-49550-301	Auditing & Consulting Se	183.33

Account Summary

Account Number	Account Name	Payment Amount
604-49550-303	Engineering and Surveyi	4,640.00
604-49550-321	Telephone	107.21
604-49550-322	Postage	212.65
604-49550-326	Data Processing	3,994.28
604-49550-350	Printing & Design	1.51
604-49550-364	Insurance - Worker's Co	167.46
604-49550-381	Electric Utility	140.35
604-49550-382	Water Utility	23.33
604-49550-383	Gas Utility	65.34
604-49550-384	Refuse Disposal	99.99
604-49550-385	Sewer Utility	49.42
604-49550-404	Repairs & Maint - M&E	83.44
604-49550-405	Repairs & Maint - Vehicl	3,659.99
604-49550-408	Repairs & Maint - Distrib	651.17
604-49550-435	Books and Pamphlets	242.50
604-49550-450	Conservation	2,970.80
604-49550-460	Miscellaneous Taxes	44.02
609-20202	Sales Tax Payable	16,328.00
609-49751-133	Employer Paid Insurance	32.00
609-49751-211	Cleaning Supplies	129.84
609-49751-251	Liquor	19,809.38
609-49751-252	Beer	33,774.80
609-49751-253	Wine	4,185.06
609-49751-254	Soft Drinks & Mix	532.97
609-49751-301	Auditing & Consulting Se	1,550.75
609-49751-321	Telephone	132.90
609-49751-326	Data Processing	656.06
609-49751-331	Travel Expense	37.24
609-49751-333	Freight and Express	487.18
609-49751-340	Advertising & Promotion	1,279.96
609-49751-381	Electric Utility	786.12
609-49751-382	Water Utility	19.82
609-49751-383	Gas Utility	133.64
609-49751-384	Refuse Disposal	174.00
609-49751-385	Sewer Utility	38.95
609-49751-460	Miscellaneous Taxes	12.90
614-16400	Machinery & Equipment	1,455.63
614-20206	911 TAP & TACIP Fees CI	1,176.04
614-23100	Bond Payable - Noncurre	571,000.00
614-49870-133	Employer Paid Insurance	64.00
614-49870-211	Cleaning Supplies	21.31
614-49870-217	Other Operating Supplie	54.99
614-49870-227	Utility System Maint Sup	3,054.18
614-49870-301	Auditing & Consulting Se	183.33
614-49870-304	Legal Fees	1,038.00
614-49870-321	Telephone	292.29
614-49870-322	Postage	212.65
614-49870-326	Data Processing	7,922.31
614-49870-381	Electric Utility	2,343.05
614-49870-382	Water Utility	18.67
614-49870-383	Gas Utility	30.72
614-49870-384	Refuse Disposal	87.98
614-49870-385	Sewer Utility	40.03
614-49870-441	Transmission Fees	51.60
614-49870-442	Subscriber Fees	13,491.01
614-49870-443	Intergovernmental Fees	425.00
614-49870-445	Switch Fees	119.62
614-49870-447	Internet Expense	1,950.00

Account Summary

Account Number	Account Name	Payment Amount
614-49870-451	Call Completion	10,553.29
614-49870-460	Miscellaneous Taxes	43.88
614-49980-611	Bond Interest	76,244.99
615-49850-133	Employer Paid Insurance	32.00
615-49850-217	Other Operating Supplie	1,734.40
615-49850-321	Telephone	127.24
615-49850-326	Data Processing	433.00
615-49850-381	Electric Utility	2,924.01
615-49850-382	Water Utility	44.29
615-49850-383	Gas Utility	545.82
615-49850-384	Refuse Disposal	150.99
615-49850-385	Sewer Utility	83.98
615-49850-480	Other Miscellaneous	743.50
617-10200	Petty Cash	1,500.00
617-20202	Sales Tax Payable	121.17
617-49860-133	Employer Paid Insurance	48.00
617-49860-217	Other Operating Supplie	175.00
617-49860-251	Liquor	771.47
617-49860-252	Beer	1,193.55
617-49860-254	Soft Drinks & Mix	101.34
617-49860-321	Telephone	60.13
617-49860-326	Data Processing	403.33
617-49860-381	Electric Utility	1,069.92
617-49860-382	Water Utility	67.60
617-49860-383	Gas Utility	666.49
617-49860-384	Refuse Disposal	74.99
617-49860-385	Sewer Utility	148.32
617-49860-409	Repairs & Maint - Utilitie	215.00
617-49860-460	Miscellaneous Taxes	530.83
617-49860-480	Other Miscellaneous	1,487.00
700-21701	Federal Withholding	10,826.85
700-21702	State Withholding	5,200.84
700-21703	FICA Tax Withholding	13,800.26
700-21704	PERA Contributions	22,377.57
700-21705	Retirement	9,789.10
700-21706	Medical Insurance	52,701.50
700-21707	Union Dues	1,700.28
700-21708	PD Union Dues	444.50
700-21709	Wage Levy	97.83
700-21711	Medicare Tax Withholdi	3,893.22
700-21712	Flex Account	921.13
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	270.09
700-21720	VEBA Contributions	10,104.31
700-21722	HSA Contribution	3,020.90
700-21723	HSA Employee Contribu	422.35
Grand Total:		<u>2,088,588.87</u>

Project Account Summary

Project Account Key
 None

Grand Total:

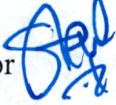
Payment Amount
 2,088,588.87
2,088,588.87

OK
 5-27-21

MEMORANDUM



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: City Administrator 
DATE: May 27, 2021
RE: Riverfest Parade Route

On May 25, 2021 a representative of the Riverfest Committee attended the Department Head meeting to discuss Riverfest activities. During this conversation the proposed parade route was reviewed and had no objections from the Police Chief or Streets & Parks Superintendent.

Attached is the map showing the proposed parade route which is scheduled for Saturday, June 12, 2021 starting at 4:00 pm. Line up will start at 3:00 pm.

The City Council is being asked to approve the parade route and allow for the use of City Streets.

Starting Point: Elite Mechanical

Route: County Road 17 to Collins Avenue
Collins Avenue to 13th Street
13th Street to Lakeview Avenue
Lakeview Avenue to Tegel's park

End Point: Tegel's Park



Parade Route

START TIME
parade
4:00 PM start
3:00 pm line up

Parade Start

staging areas
Elite Mechanical lot
MnDOT parking lot
possibly Mn DNR
& Windan City-Street
Dept parking lot

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FOR THE WINDOM AMBULANCE DEPARTMENT FROM PAUL LANGLAND AND CHILDREN

WHEREAS, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

WHEREAS, Paul Langland and his children are supporters of the City of Windom Ambulance Department for their care to the Community; and

WHEREAS, the Windom Ambulance Department has received a donation from Paul Langland and his Children of \$500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of \$500.00 from Paul Langland and his Children to be used for patient rescue equipment for the Windom Ambulance Department.

Adopted by the Council this 1st day of June, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FOR THE WINDOM FIRE DEPARTMENT FROM PAUL LANGLAND AND CHILDREN

WHEREAS, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

WHEREAS, Paul Langland and his children are supporters of the City of Windom Fire Department for their service to the Community; and

WHEREAS, the Windom Fire Department has received a donation from Paul Langland and his Children of \$500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of \$500.00 from Paul Langland and his Children to be used for Farm & Grain Bin Rescue equipment for the Windom Fire Department.

Adopted by the Council this 1st day of June, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM HY-LIFE FOODS TO THE WINDOM POLICE DEPARTMENT

WHEREAS, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

WHEREAS, Hy-Life Foods is a supporter of the City of Windom Police Department for their service to the Community; and

WHEREAS, the City of Windom has received a donation from Hy-Life Foods of \$3,000 for the Windom Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of \$3,000 from Hy-Life Foods for the Police Department to be used by the department for equipment.

Adopted by the Council this 1st day of June, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

ACTION ITEM



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

TO: CITY COUNCIL
FROM: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: JUNE 1, 2021
RE: CALL FOR PUBLIC HEARING – RESIDENTIAL TAX ABATEMENT
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

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

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

Issue Summary/Background

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

Current Application: The EDA received a request for abatement of the City's real estate taxes on a proposed new home to be constructed on property at **1958 Bud Road**.

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

Fiscal Impact

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

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

Attachments

1. Resolution Calling for Public Hearing on Proposed Tax Abatement for New Residential Project.
2. Application Letter, 1 attachment, and Plat Map. (*Full Application will be provided in packet for 6-15-21 Meeting.*)

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

CITY OF WINDOM

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

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

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

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

Parcel #s: 25-320-0700

Address of Property: 1958 Bud Road, Windom, MN 56101

Legal Description of Property: Lot 7, Block 1 of Gove Acres Subdivision to the City of Windom, Cottonwood County, Minnesota, (new subdivision platted from Lots 10, 11, and 12 of Billing's Subdivision No. 2 and a tract in SW¼ SW¼ of 24-105-36); and

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

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

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

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

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

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

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

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

1. Public Hearing. A public hearing to consider the proposed tax abatement, as set forth above, shall be held on Tuesday, June 15, 2021, in the Windom City Hall Council Chambers during the regular City Council Meeting which begins at 6:30 p.m.

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

Adopted by the City Council this 1st day of June, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

May 17, 2021

To: Cottonwood County Home Initiative Administrator

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

Re: Request for Residential Tax Abatement

Dear Drew:

We plan to construct a new single-family home on Lot 7, Block 1 of Gove Acres Subdivision in Windom. On behalf of "Preferred Choice Homes, LLC" (the property owner), we are requesting residential tax abatement for the new home pursuant to the Cottonwood County Home Initiative Program. Our plans are to begin construction of the new home this year.

Our application includes:

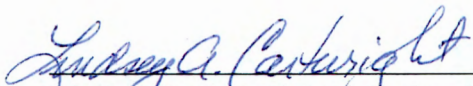
1. This letter requesting abatement;
2. Legal description, address, and Parcel ID No. of the property;
3. Aerial or plat map showing the lot lines of the property;
4. A site plan showing the proposed location and dimensions of the new home on the property;
5. Floor plans for the new home;
6. Estimated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

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

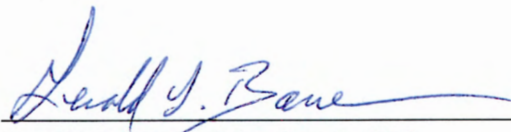
Should you have any questions or need additional information, please contact us.

Sincerely,

PREFERRED CHOICE HOMES, LLC



Lindsey A. Cartwright, Member & CEO



Gerald L. Bauer, Member & CFO

Applicant: Preferred Choice Homes, LLC

Contact Address: 247 Buckwheat Ave, Windom, MN 56101

Contact Phone Nos.: Cartwright - 507-830-1305 Bauer - 507-822-3700

ATTACHMENT
to
COTTONWOOD COUNTY HOME INITIATIVE APPLICATION

Applicant: Preferred Choice Homes, LLC

Parcel ID Nos.: 25.320.0700

Address of the Property: 1958 Bud Road, Windom, Minnesota 56101

Legal Description of the Property: Lot 7, Block 1 of Gove Acres Subdivision to the City of Windom, Cottonwood County, Minnesota.

Original Description (prior to platting of subdivision):

Exhibit A

Subject Property

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

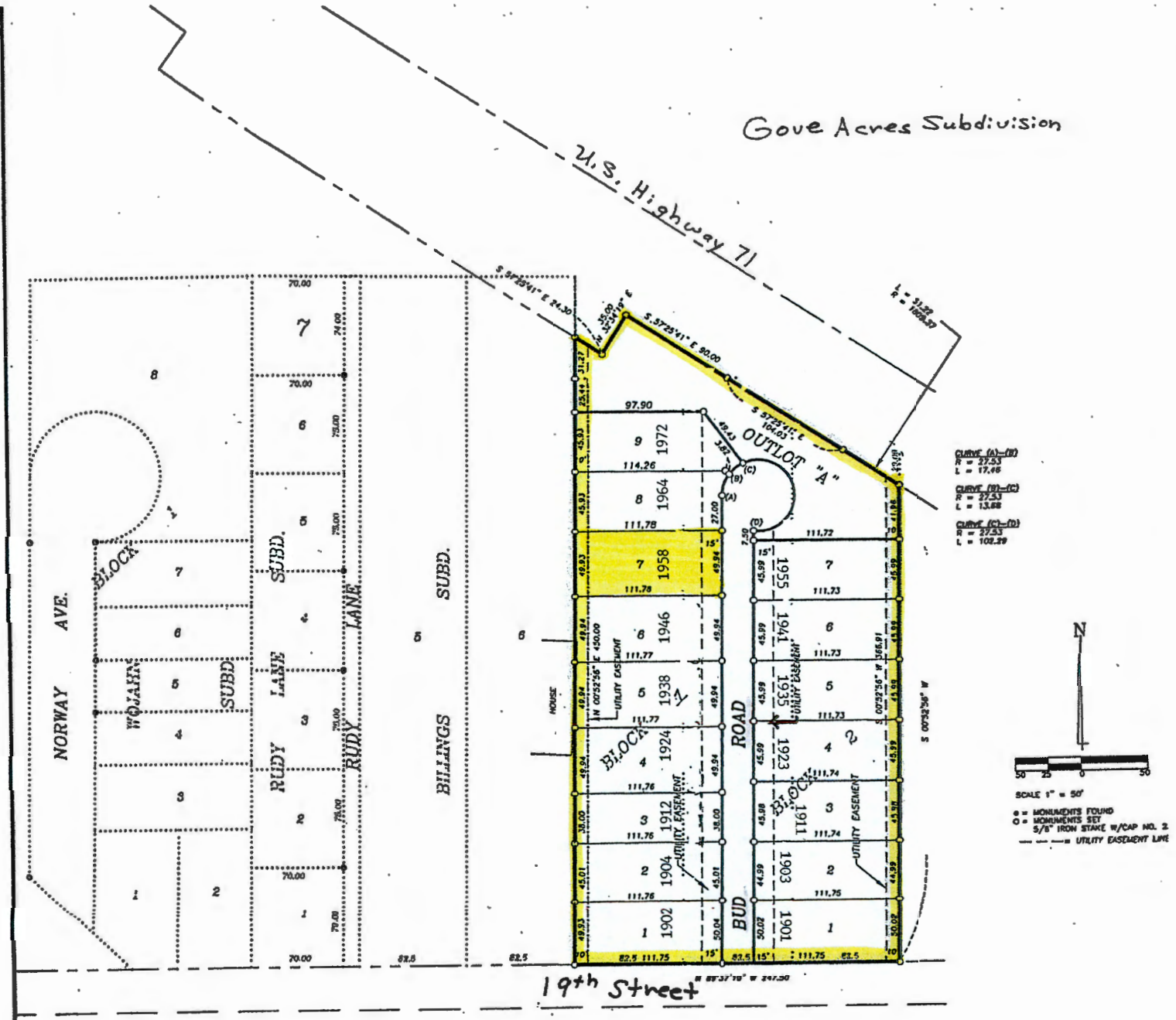
AND

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

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

Gove Acres Subdivision

U.S. Highway 71



ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Scott Peterson, Chief of Police
DATE: 06/01/21
RE: Body Camera Policy
DEPT: Police
CONTACT: Scott Peterson, Chief of Police; speterson@windom-mn.com

Recommendations/Options/Action Requested:

Set a Public Hearing for the Windom City Council meeting on June 15th for the public to comment on our proposed body camera program.

Issue Summary/Background:

Minnesota Statute 626.8473 Sub. 2, specifies that “the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regular scheduled meeting,” in regard to implementation of a body camera program within the agency.

The Windom Police Department was awarded funding by the City Council to purchase body cameras in 2021. Our agency has already conducted a poll through our Facebook page to get a sense of the public’s views on potential usage. The results were very favorable towards our officers having this capability (See attachment).

Fiscal Impact

This project has been approved as a capital project for 2021.

Attachments

1. Windom Police Department Proposed Body Camera Policy
 2. Results of Facebook Poll
-

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

RESOLUTION CALLING FOR A PUBLIC HEARING REGARDING THE IMPLEMENTATION OF A POLICE DEPARTMENT BODY CAMERA PROGRAM

WHEREAS, the Windom Police Department is proposing implementation of a body camera program and pursuant to Minnesota Statutes, Section 626.8473, the City of Windom, Minnesota, (the "City") must provide an opportunity for public comment on the proposed body camera program at a regularly-scheduled Council meeting; and

WHEREAS, the City Council intends to hold a public hearing to receive public comment in regard to the implementation of a proposed Police Department body camera program and to adopt written policies and procedures for a body camera program.

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

1. That the City Council calls for a public hearing regarding the proposed implementation of a Police Department body camera program, such hearing to be held on June 15, 2021, during the regularly-scheduled Council meeting which begins at 6:30 P.M., in the Windom City Council Chambers, 444 9th Street, Windom, Minnesota.

2. That the City Administrator is hereby directed to give published and posted notice of such hearing as required by law.

Adopted by the Council this 1st day of June, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator



WINDOM POLICE DEPARTMENT

PO BOX 38, 444 NINTH STREET
WINDOM, MN 56101

PHONE: (507)831-6134 / FAX: (507)831-1957



Body Camera Public Survey Results

March 25th, 2021

1. **Do you feel the Windom Police Department should use body worn video cameras in our community?**
Yes: 74.07%
No: 14.81%
Unsure: 11.11%
2. **Do you generally believe that body worn video cameras could help increase community trust in law enforcement?**
Yes: 76.85%
No: 13.89%
Unsure: 9.26 %
3. **Do you believe the behavior of the suspect would improve with a police officer wearing a body camera?**
Yes: 39.81%
No: 41.67%
Unsure: 18.52%
4. **Do you believe the behavior of the officer would be improved if the officer is wearing a body camera?**
Yes: 51.85%
No: 23.15%
Unsure: 25.00%
5. **In your opinion, do you believe most members of the community are in favor of officers using body worn video cameras in the Windom community?**
Yes, most citizens are in favor of police body cameras in our community
50.93%
No, most citizens are not in favor of police body cameras in our community
10.19%
Unsure of what the community feels about the use of body cameras
38.89%
6. **Do you believe most police officers are in favor of using body worn video cameras in the Windom community?**
Yes, most officers are in favor of using body worn cameras
31.48%
No, most officers are not in favor of using body worn cameras
13.89%
Unsure about how officers feel about using body worn cameras
54.63%



WINDOM POLICE DEPARTMENT

PO BOX 38, 444 NINTH STREET
WINDOM, MN 56101

PHONE: (507)831-6134 / FAX: (507)831-1957



7. When do you feel an officer should activate a body worn camera?

During all contacts with the public including a private residence

66.67%

Only when a person has given permission for them to use a body camera to record the contact

1.85%

The decision to activate a body worn camera should be left to the discretion of the officer based upon the incident

31.48%

8. Do you feel that body worn video footage should be primarily?

Public. Able to be released and viewed by anyone

17.59%

Private. Video should only be released for curt purposes

28.70%

The classification of body worn video should follow current state law on what footage is private and what is public

53.70%

9. Do you feel that most law enforcement agencies will be using body worn cameras in the next 5 years?

Yes **88.89%**

No **2.78%**

Unsure **8.33%**

10. If you had contact with Windom Police Officer who is using a body worn video camera, would you feel comfortable having the contact being documented on video?

Yes, I would feel comfortable having the contact being documented on video

86.11%

No, I would not feel comfortable having my contact with an officer documented on video

6.48%

I'm unsure how I would feel about having a contact with an officer documented on video

7.41%

108 total surveys completed during the public opinion/public input process posted on the Windom Police Departments Facebook page. The survey was open for approximately 2 weeks.

It is the policy of this department to authorize and require the use of department-issued Video Recording Technology (VRT) as set forth below, and to administer VRT data as provided by law.

I. Scope

- A.** This policy governs the use of VRT in the course of official duties. It applies to In-Car Video (ICV) systems, Body Worn Camera (BWC) systems, and Weapon Mounted Camera (WMC) systems. The chief or chief's designee may supersede this policy by providing specific instructions for VRT use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The chief or designee may also provide specific instructions or standard operating procedures for VRT use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

II. Definitions: The following phrases have special meanings as used in this policy:

- A. MGDPA or Data Practices Act** refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.
- B. Records Retention Schedule** refers to the General Records Retention Schedule for Minnesota Cities.
- C. Law enforcement-related information** means information captured or available for capture by use of VRT that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.
- D. Evidentiary value** means that the information may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual suspected criminal act, or in considering an allegation against a law enforcement agency or officer.
- E. General citizen contact** means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.
- F. Adversarial** means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.
- G. Unintentionally recorded footage** is a video recording that results from an officer's inadvertence or neglect in operating the officer's VRT, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- H. Official duties:** for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.

III. Use and Documentation

- A.** Officers may use only department issued VRT in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.
- B.** Officers who have been issued VRT shall operate and use them consistent with this policy. Officers shall conduct a function test of their issued VRT at the beginning of each shift to make sure the devices are operating properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to the Assistant Chief via email or phone call. The Assistant Chief shall take prompt action to address malfunctions.
- C.** Officers should utilize their VRT in the manner specified in training.
- D.** Officers must document VRT use and non-use as follows:
 - i. Whenever an officer makes a required recording, the existence of the recording shall be documented in the incident report or citation. Due to the automatic activation feature of the WMC, the fact that WMC data exists is required to be documented in the incident report relating to use of force involving the handgun.
 - ii. Whenever an officer fails to record an activity that is required to be recorded under this policy or captures only a part of the activity, the officer must document the circumstances and reasons for not recording in their report. Supervisors shall review these reports and initiate any corrective action deemed necessary.
- E.** The department will maintain the following records and documents relating to VRT use, which are classified as public data:
 - i. The total number of ICVs, BWCs, and WMCs owned or maintained by the agency.
 - ii. A daily record of the total number of ICVs, BWCs, and WMCs actually deployed and used by officers;
 - iii. The total amount of recorded VRT data collected and maintained; and
 - iv. This policy, together with the Records Retention Schedule.

IV. General Guidelines for Recording

- A.** Officers shall activate their BWCs when anticipating that they will be involved in, become involved in, or witness other officers of this agency involved in a pursuit, Terry stop of a motorist or pedestrian, search, seizure, arrest, use of force, adversarial contact, and during other activities likely to yield information having evidentiary value. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (D)(ii) (above).

ICV systems will be automatically set to begin recording whenever the emergency lights are activated. Officers may also manually activate the ICV during other activities likely to yield information having evidentiary value.

WMCs are automatically activated and begin recording when the officer removes their handgun from the WMC-equipped holster. The WMC automatically ceases recording when the handgun is holstered. Officers

will not deliberately keep their handgun out of the holster for the sole purpose of continuing to record with the WMC.

- B. Officers have discretion to record or not record general citizen contacts.
- C. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded.
- D. Once activated, the ICV and the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.
- E. Officers shall not intentionally block the VRTs audio or visual recording functionality to defeat the purposes of this policy.
- F. Notwithstanding any other provision in this policy, officers shall not use their VRT to record other agency personnel during non-enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

V. Special Guidelines for Recording

Officers may, in the exercise of sound discretion, determine:

- A. To use their ICVs and BWCs to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value, unless such recording is otherwise expressly prohibited.
- B. To use their BWCs to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

In addition,

- C. Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, BWCs shall be activated as necessary to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors believed to be attributable to the mental health issue.
- D. Officers shall use their ICV rear facing camera to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.

VI. Downloading and Labeling Data

- A. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to Evidence.com by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, an investigator shall take custody of the officer's BWC and assume responsibility for transferring the data from it.

ICV files will automatically upload to the police department's secure server when the patrol vehicle arrives at the police department. Each officer is responsible for ensuring that this process is functioning as intended. If an ICV fails to automatically upload, the officer shall notify the Assistant Chief via email or phone call.

Each officer using a WMC is responsible for notifying an Assistant Chief anytime their WMC captures a use of force incident. If the incident did not result in an actual shooting, the Assistant Chief shall manually upload the video to Watchguard.com and label it appropriately. If the incident did result in an officer involved shooting, an investigator shall take custody of the officer's weapon and WMC and assume responsibility for transferring the data from it.

All WMCs will be scheduled for manual download, by the Assistant Chief, on a bi-monthly basis to save all other non-evidentiary data. All non-evidentiary WMC data will be uploaded Watchguard.com and labeled as 'Not Evidence'. The Assistant Chief will monitor the volume of WMC data generated to determine if a more or less frequent download schedule is necessary.

- B. Officers and/or Assistant Chief shall label the VRT data files at the time of video capture or transfer to storage and should consult with a supervisor if in doubt as to the appropriate labeling. Officers should assign as many of the following labels as are applicable to each file:
- i. **Evidence—criminal/traffic:** The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision.
 - ii. **Evidence—force:** Whether or not enforcement action was taken, or an arrest resulted, the event involved the application of force by a law enforcement officer of this or another agency.
 - iii. **Evidence—property:** Whether or not enforcement action was taken, or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property.
 - iv. **Evidence—administrative:** The incident involved an adversarial encounter or resulted in a complaint against the officer.
 - v. **Evidence—other:** The recording has potential evidentiary value for reasons identified by the officer at the time of labeling.
 - vi. **Training:** The event was such that it may have value for training.
 - vii. **Not evidence:** The recording does not contain any of the foregoing categories of information and has no apparent evidentiary value. Recordings of general citizen contacts and unintentionally recorded footage are not evidence.

VII. Administering Access to BWC Data:

A. Data subjects. Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:

- i. Any person or entity whose image or voice is documented in the data.
- ii. The officer who collected the data.
- iii. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.

A. BWC data is presumptively private. BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:

- i. BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
- ii. Some BWC data is classified as confidential (see C. below).
- iii. Some BWC data is classified as public (see D. below).

B. Confidential data. BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the "private" classification listed above and the "public" classifications listed below.

C. Public data. The following BWC data is public:

- i. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
- ii. Data that documents the use of force by a peace officer that results in substantial bodily harm.
- iii. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted. In addition, any data on undercover officers must be redacted.
- iv. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

B. Access to BWC data by non-employees. Officers shall refer members of the media or public seeking access to BWC data to the Chief of Police or his or her designee, who shall process the request in accordance with the MGDPA and other governing laws. In particular:

- i. An individual shall be allowed to review recorded BWC data about himself/herself and other data subjects in the recording, but access shall not be granted:
 1. If the data was collected or created as part of an active investigation.

2. To portions of the data that the agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.
- ii. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:
 1. Data on other individuals in the recording who do not consent to the release must be redacted.
 2. Data that would identify undercover officers must be redacted.
 3. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.

C. Access by peace officers and law enforcement employees. No employee may have access to the department's VRT data except for legitimate law enforcement or data administration purposes:

- i. Officers may access and view stored VRT video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.
- ii. Agency personnel shall document their reasons for accessing stored BWC data by entering that reason in the notes section of the Call's for Service at the time of each access. This note shall become part of the official record and will also be logged in the audit trail. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this agency to public and social media websites.
- iii. Employees seeking access to VRT data for non-business reasons may make a request for it in the same manner as any member of the public.

D. Other authorized disclosures of data. Officers may display portions of VRT footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individuals whose identities are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,

- i. VRT data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.
- ii. VRT data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

VIII. Data Security Safeguards

- A.** The Windom Police Department utilizes two disparate data retention systems for the three types of VRT data.
 - i. BWC data is stored on a secure platform. By their role, officers can only view their own data. However, supervisors, investigations and records staff have access to view all videos in performance of their duties.
 - ii. WMC data is stored on the camera, which is password protected. Employees with administrative rights have passwords. When the data is downloaded, it will be stored on the secure server. The department's secure server is backed up daily.
 - iii. ICV data is stored on the department's secure server. The data is wirelessly uploaded from the squad to the server via a secured access point. The system confirms that the data has been successfully transferred before removing it from the in-car recorder. By their role, officers can only view their own data. ICV data is backed up daily.
- B.** Access to VRT data from city or personally owned and approved devices shall be managed in accordance with established city policy.
- C.** Officers shall not intentionally edit, alter, or erase any VRT recording unless otherwise expressly authorized by the chief or the chief's designee.
- D.** As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its BWC program.

IX. Agency Use of Data

- A.** Supervisors will randomly review VRT usage by each officer to ensure compliance with this policy and to identify any performance areas in which additional training or guidance is required.
- B.** In addition, supervisors and other assigned personnel may access VRT data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- C.** Nothing in this policy limits or prohibits the use of VRT data as evidence of misconduct or as a basis for discipline.
- D.** Officers should contact their supervisors to discuss retaining and using VRT data for training purposes. Officer objections to preserving or using certain data for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

X. Data Retention

- A.** All VRT data shall be retained for a minimum period of 90 days. There are no exceptions for erroneously recorded or non-evidentiary data.
- B.** Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.

C. Certain kinds of VRT data must be retained for six years:

- i. Data that documents the use of deadly force by a peace officer, or force of a sufficient type or degree to require a use of force report or supervisory review.
 - ii. Data documenting circumstances that have given rise to a formal complaint against an officer.
- D.** Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.
- E.** Subject to Part F (below), all other VRT footage that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after 90 days.
- F.** Upon written request by a VRT data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 180 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
- G.** The department shall maintain an inventory of VRT recordings having evidentiary value.
- H.** The department will post this policy, together with its Records Retention Schedule, on its website.

XI. Retention Schedule

This addendum outlines the VRT data retention schedule for the VRT categories listed below. Retention Schedule is listed below and covers any retention not specifically addressed in "Downloading and Labeling Data" and "Data Retention"

Category	Retain	Action
A. Evidence-Criminal/Traffic	7 years	Purge (Permanent for Homicides, May be stored on other means such as DVD with case file and not on server)
B. Evidence – Force	6 years	Purge
C. Evidence – Property	365 days	Purge
D. Evidence – Administrative	180 days	Purge (6 years if formal complaint against officer. May be stored on other means such as DVD with case file and not on server.)
E. Evidence-Other	180 days	Purge
F. Interview- Other	180 days	Purge
G. Training	90 days	Purge
H. Not Evidence	90 days	Purge
I. Test Recording	30 days	Purge

XII. Compliance

- J.** Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

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: JUNE 1, 2021
RE: CONSENT TO SALE OF PROPERTY IN TIF DISTRICT 1-20
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action: Adopt a Resolution consenting to the sale of the elevator property owned by New Vision Cooperative (located at 867 First Avenue) to Tyler Jacob Anderson.

Issue Summary/Background

New Vision Cooperative owned property located at 867 First Avenue which was incorporated into TIF District 1-20. The silos on this property were previously demolished as they were no longer being used. The elevator remained because it is used for a Verizon Tower and is still useful. A number of people in the community also see the elevator as a landmark. LA Motorsports is interested in the property and preserving the elevator.

At the time the TIF District was established, the City entered into a "Contract for Private Redevelopment" with New Vision. A clause prohibiting sale or transfer of either parcel without written consent of the City was included in the Contract. Attached are copies of the relevant sections from the Contract for Private Redevelopment dated June 16, 2016.

New Vision and LA Motorsports discussed the sale of the property with the EDA Board on April 12, 2021. The Board approved a motion recommending that the City Council allow the sale of the elevator property on First Avenue by New Vision on the contingency that the windows and doors need to be sealed properly before the sale of the property. Since that time, contractors have covered windows and repainted the elevator.

Fiscal Impact

The adoption of the Resolution consenting to the sale of the property at 867 First Avenue should have no known fiscal impact on the City of Windom.

Attachments

1. Resolution Consenting to Sale of Property in Tax Increment Financing District No. 1-20;
2. Consent to Sale of Property;
3. Contract for Private Redevelopment – Pages 11 and 12.

DH:mah

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

CITY OF WINDOM

RESOLUTION CONSENTING TO SALE OF PROPERTY IN TAX INCREMENT FINANCING DISTRICT NO. 1-20

WHEREAS, the City of Windom (the "City") established Tax Increment Financing District No. 1-20 ("TIF 1-20") on May 3, 2016; and

WHEREAS, included in TIF 1-20 is property identified as Parcels No. 25-025-3900 and 25-025-3901, situated at 867 First Avenue in Windom, Minnesota, and legally described on Exhibit "A" attached hereto (hereinafter identified as "Parcel 2"); and

WHEREAS, on June 16, 2016, the City entered into a Contract for Private Redevelopment ("Contract") with New Vision Cooperative ("New Vision") which was recorded on July 5, 2016, as Document No. 278163; and

WHEREAS, Section 8.1 of the Contract establishes a prohibition against any total or partial sale or transfer of Parcel 2 without the prior written approval of the City; and

WHEREAS, there is a grain elevator situated on Parcel 2 which New Vision is no longer using and New Vision has received an offer to purchase Parcel 2; and

WHEREAS, the Board of Commissioners of the Economic Development Authority of Windom reviewed New Vision's request for approval to sell Parcel 2 and recommended City Council approval of the proposed sale on the contingency that the windows and doors need to be sealed properly before the sale of the property; and

WHEREAS, the proposed purchaser, Tyler Jacob Anderson, has retained contractors who have sealed windows and doors and repainted the elevator.

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

1. The City of Windom consents to the proposed sale of Parcel 2 by New Vision Cooperative to Tyler Jacob Anderson and authorizes the Mayor and City Administrator to execute the Consent to Sale of Property.

Adopted by the City Council this 1st day of June, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

EXHIBIT "A"

PARCEL 2:

Parcel No. 25-025-3900

That part of the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section 25, Township 105 North, Range 36 West of the 5th P.M., in the City of Windom, Cottonwood County, Minnesota, bounded and described as follows: Beginning at the intersection of the East line of First Avenue with the Easterly extension of the South line of Ninth Street; thence South along the East line of said First Avenue a distance of 380 feet; thence East along a line parallel to the Easterly extension of the South line of said Ninth Street, a distance of 50 feet, more or less, to a point that is 9 feet Southwesterly of as measured radially from the center line of the curved segment of Spur Track I.C.C. No. 104 of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, as said spur track is now located and established; thence Northwesterly along a line parallel with the center line of the curved segment of said spur track to a point that is 8.5 feet Westerly of, as measured at right angles from the southerly extension of the tangent segment of the center line of said Spur Track; thence Northerly along a line parallel with the center line of said spur track to the Easterly extension of the South line of said Ninth Street; thence West along the Easterly extension of the South line of said Ninth Street a distance of 40 feet, more or less, to the point of beginning.

AND

Parcel No. 25-025-3901

A strip of ground commencing at a point in First Avenue, on the South line of Ninth Street, 55 feet East of the Northeast corner of Block 2 in the Original Plat of the Village (now City) of Windom in Cottonwood County, Minnesota, as the point of beginning; thence East along the South line of said Ninth Street 15 feet, to the Railroad right-of-way of the Chicago, St. Paul, Minneapolis & Omaha Railroad Company, being the East line of said First Avenue; thence South along the East line of said First Avenue 175 feet; thence West parallel to said South line of Ninth Street 15 feet; thence North 175 feet to the point of beginning.

CONSENT TO SALE OF PROPERTY

WHEREAS, the CITY OF WINDOM, MINNESOTA, a government entity (municipal corporation) under the laws of the State of Minnesota, (the "City") established Tax Increment Financing District No. 1-20 ("TIF 1-20") on May 3, 2016; and

WHEREAS, included in TIF 1-20 is property identified as Parcels No. 25-025-3900 and 25-025-3901, situated at 867 First Avenue in Windom, Minnesota, and legally described on Exhibit "A" attached hereto (hereinafter identified as "Parcel 2"); and

WHEREAS, on June 16, 2016, the City entered into a Contract for Private Redevelopment ("Contract") with New Vision Cooperative ("New Vision") which was recorded on July 5, 2016, as Document No. 278163; and

WHEREAS, Section 8.1 of the Contract establishes a prohibition against any total or partial sale of Parcel 2 without the prior written approval of the City; and

WHEREAS, there is a grain elevator situated on Parcel 2 which New Vision is no longer using and New Vision has received an offer to purchase Parcel 2; and

WHEREAS, the proposed purchaser has satisfied the contingency concerning the elevator requested by the City; and

WHEREAS, by Resolution adopted on June 1, 2021, the City Council of the City of Windom, Minnesota, has consented to the proposed sale of Parcel 2 to Tyler Jacob Anderson and authorized the Mayor and City Administrator to sign this Consent to Sale of Property.

NOW, THEREFORE, the City of Windom, Minnesota, hereby consents to the sale of Parcel 2 (as described above) by New Vision Cooperative to Tyler Jacob Anderson.

DATED this _____ day of June, 2021.

CITY OF WINDOM, MINNESOTA

By _____
Dominic Jones, Mayor

By _____
Steven Nasby, City Administrator

STATE OF MINNESOTA :

ss.

COUNTY OF COTTONWOOD:

The foregoing instrument was acknowledged before me this _____ day of June, 2021, by Dominic Jones, the Mayor of the City of Windom, a government entity (municipal corporation) under the laws of the State of Minnesota, on behalf of the City of Windom.

Notary Public

STATE OF MINNESOTA :

ss.

COUNTY OF COTTONWOOD:

The foregoing instrument was acknowledged before me this _____ day of June, 2021, by Steven Nasby, the City Administrator of the City of Windom, a government entity (municipal corporation) under the laws of the State of Minnesota, on behalf of the City of Windom.

Notary Public

This instrument was drafted by (name and address):

City of Windom
444 9th Street, P. O. Box 38
Windom, MN 56101
507-832-8659

EXHIBIT "A"

PARCEL 2:

Parcel No. 25-025-3900

That part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 25, Township 105 North, Range 36 West of the 5th P.M., in the City of Windom, Cottonwood County, Minnesota, bounded and described as follows: Beginning at the intersection of the East line of First Avenue with the Easterly extension of the South line of Ninth Street; thence South along the East line of said First Avenue a distance of 380 feet; thence East along a line parallel to the Easterly extension of the South line of said Ninth Street, a distance of 50 feet, more or less, to a point that is 9 feet Southwesterly of as measured radially from the center line of the curved segment of Spur Track I.C.C. No. 104 of the Chicago, St. Paul, Minneapolis & Omaha Railway Company, as said spur track is now located and established; thence Northwesterly along a line parallel with the center line of the curved segment of said spur track to a point that is 8.5 feet Westerly of, as measured at right angles from the southerly extension of the tangent segment of the center line of said Spur Track; thence Northerly along a line parallel with the center line of said spur track to the Easterly extension of the South line of said Ninth Street; thence West along the Easterly extension of the South line of said Ninth Street a distance of 40 feet, more or less, to the point of beginning.

AND

Parcel No. 25-025-3901

A strip of ground commencing at a point in First Avenue, on the South line of Ninth Street, 55 feet East of the Northeast corner of Block 2 in the Original Plat of the Village (now City) of Windom in Cottonwood County, Minnesota, as the point of beginning; thence East along the South line of said Ninth Street 15 feet, to the Railroad right-of-way of the Chicago, St. Paul, Minneapolis & Omaha Railroad Company, being the East line of said First Avenue; thence South along the East line of said First Avenue 175 feet; thence West parallel to said South line of Ninth Street 15 feet; thence North 175 feet to the point of beginning.

(g) an application to the Commissioner of Revenue of the State or to any local taxing jurisdiction requesting an abatement of real property taxes regarding the Parcel 1 Improvements or Parcel 1;

(h) any other proceedings, whether administrative, legal or equitable, with any administrative body within the County or the State or with any court of the State or the Federal Government regarding a reduction in the assessed value of the Parcel 1 Improvements and Parcel 1 below the Market Value; or

(i) a transfer of the Parcel 1 Improvements or Parcel 1, or any part thereof, to an entity exempt from the payment of real property taxes under State law.

Section 6.3. Tax Increment. Subject to the limitations contained in this Agreement, the City hereby pledges to the payment of its reimbursement obligations a portion of the Tax Increment generated from the Property and completed Improvements. The Redeveloper acknowledges that the City has made no warranties or representations to the Redeveloper as to the amounts of Tax Increment that will be generated or that the Available Tax Increment will be sufficient to satisfy the City's reimbursement obligations in whole or in part. Any projections or estimates of Tax Increment prepared by the City or its advisors were prepared for the City's benefit only and the Redeveloper shall not be entitled to rely thereon. Nor is the City warranting that it will have throughout the term of this Agreement the continuing legal ability under State law to apply Tax Increment to the payment of its reimbursement obligations, which continued legal ability is a condition precedent to the City's reimbursement obligations under this Agreement. To the extent that in any year or years the City receives Tax Increment in excess of the amounts necessary to pay amounts due under Section 3.3, the City shall be free to use such excess Tax Increment for any purpose for which such Tax Increment may be used under the Tax Increment Act. The Redeveloper understands that unless Improvements are constructed on the Redevelopment Property there will likely be no Tax Increment or Available Tax Increment to reimburse the Redeveloper as provided in Section 3.3 of this Agreement.

ARTICLE VII

Financing

Section 7.1. Financing. Prior to commencement of construction of the Parcel 1 Improvements, the Redeveloper shall submit to the City evidence that the Redeveloper has financing sufficient to complete such construction.

ARTICLE VIII

Prohibitions Against Assignment and Transfer, Indemnification

Section 8.1. Prohibition Against Redeveloper's Transfer of Property and Assignment of Agreement. The Redeveloper represents and agrees that prior to the Maturity Date except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the

Redeveloper or any successor in interest to the Redevelopment Property, or any part thereof, to perform its obligations with respect to making the Site Improvements and Improvements under this Agreement, and any other purpose authorized by this Agreement, the Redeveloper has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Redevelopment Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

The Redeveloper's obligations under this Agreement shall be continuing and the Redeveloper shall continuously operate its business operations on Parcel 1 within the City for the purposes described in this Agreement for a period of at least five (5) years from the Benefit Date, as defined in the Business Subsidy Agreement.

Section 8.2. Release and Indemnification Covenants. (a) The Redeveloper releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Site Improvements or Improvements.

(b) Except for any negligent misrepresentation or any grossly negligent conduct of the following named parties, the Redeveloper agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions of the Redeveloper, its officers, employees and agents under or in connection with the undertaking of the Site Improvements or Improvements or the ownership of the Redevelopment Property. The indemnification obligations of the Redeveloper pursuant to this subsection shall include, but not be limited to, in any event and without regard to any fault on the part of the City, any pecuniary loss or penalty incurred by the City arising out of the City's performance of its obligations under this Agreement.

(c) The City and the governing body members, officers, agents, servants and employees thereof, shall not be liable for any damage or injury to the persons or property of the Redeveloper or its officers, agents, servants or employees or any other person who may be about the Redevelopment Property or Site Improvements due to any act of negligence of any person other than the City or the governing body members, officers, agents, servants or employees thereof.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE IX

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: City Administrator 
DATE: May 25, 2021
RE: Fleet Services Agreement
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve the fleet services agreement between the City and Enterprise Fleet Management.

Issue Summary/Background

The City of Windom has a variety of methods for procuring vehicles for use by the Departments, which include purchase and a couple leasing options. The Windom Police Department is the primary Department using the leasing option.

Historically the Police Department has worked with the State of Minnesota's Administrative Services for leasing their vehicles. Due to changes in contract terms, vehicle availability and pricing with the State contracts many Police Departments statewide have been looking at other options. One option becoming more popular with many counties and cities is to lease from Enterprise Fleet Management.

Last month the Department Heads attended a virtual presentation by Enterprise Fleet Services on their leasing program. Following this presentation, we submitted all of our vehicle data (on vehicles 1-ton rated or less) to Enterprise Fleet Services for an analysis. This data showed that the City could save money by using Enterprise Fleet Services. One of the main reasons this financial benefit occurs is that the City retains part of the equity in each leased vehicle versus no equity benefits with the State contracts.

Staff is requesting the approval of agreements with Enterprise Fleet Services so we can start to utilize their services. The transition from the State leases and replacement of current vehicles would be one over time. The City Attorney has reviewed the proposed Enterprise Fleet Services agreements.

Fiscal Impact

Anticipated savings on lease and fleet management costs.

Attachments

1. Enterprise Fleet Services agreements.

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Customer _____

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card, plus a one time set-up fee of \$_____.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
- 5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM_____ Customer_____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

A RESOLUTION TO ACCEPT THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans ("Pandemic"). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs; and

WHEREAS, as a result of the Pandemic cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19; and

WHEREAS, city revenues, businesses and nonprofits in the city have faced economic impacts due to the Pandemic; and

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA") which included \$65 billion in recovery funds for cities across the country; and

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, approximately \$460,530 will be allocated to the City of Windom ("City") pursuant to the ARPA ("Allocation"); and

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds; and

WHEREAS, the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury's ARPA guidance; and

WHEREAS, the State of Minnesota will distribute ARPA funds to the City because its population is less than 50,000.

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

1. The City intends to collect its share of ARPA funds from the State of Minnesota to use in a manner consistent with the Department of Treasury's guidance.

2. The City Administrator, together with the Mayor and/or the City Attorney are hereby authorized to take any actions necessary to receive the City's share of ARPA funds from the State of Minnesota for expenses incurred because of the Pandemic.
3. The City Administrator, together with the Mayor and/or the City Attorney are hereby authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

Adopted by the City Council of Windom, Minnesota this 1st day of June, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

**CORONAVIRUS LOCAL FISCAL RECOVERY FUND:
NONENTITLEMENT UNIT OF LOCAL GOVERNMENT CHECKLIST FOR REQUESTING INITIAL PAYMENT**

U.S. DEPARTMENT OF THE TREASURY

The American Rescue Plan Act of 2021 (ARPA) appropriates \$19.53 billion to States for distribution to tens of thousands of nonentitlement units of local government (NEUs), which are local governments typically serving a population under 50,000. The ARPA directs the Department of the Treasury (Treasury) to make payments to each State for distribution to NEUs within the State. Treasury has published additional guidance around the distribution process to NEUs.

Once payment from Treasury has been received, states will have 30 days to disburse payments to NEUs unless an extension is requested. States will issue further instructions on how NEUs can request their first distribution from the state. As this allocation and distribution process moves forward, NEUs with questions about the payment process should consult their state government.

Preparing to Request Funding

There are a few steps you can take now to prepare to request funding from your state, including:

- ✓ Obtain or confirm your local government's valid DUNS number
- ✓ Gather your local government's payment information:
 - Local government name, Entity's Taxpayer Identification Number, DUNS number, and address
 - Authorized representative name, title, and email
 - Contact person name, title, phone, and email
 - Financial institution information (e.g., routing and account number, financial institution name and contact information)
- ✓ Confirm your local government's top-line budget total (defined as your local government's total annual operating budget, including the general fund and other funds, in effect as of January 27, 2020)
- ✓ Review award terms and conditions agreement (as provided by Treasury to be signed)
- ✓ Review assurances of compliance with Title VI of the Civil Rights Act of 1964 (as provided by Treasury to be signed)

Requesting Funding

Please follow your state's instructions on how to request funding through the state. Please have the above information ready. An authorized representative should also be ready to sign documents, including:

- ✓ Award terms and conditions agreement
- ✓ Assurances of compliance with Title VI of the Civil Rights Act of 1964

After Requesting Funding

After submitting your request for funding to your state, please retain the documents and information above for your first report. Additional reporting instructions should be forthcoming. If your local government is not registered in SAM.gov, please do so as soon as possible after receiving the award.

You will be asked for the following information in your first report to Treasury, among others:

- ✓ NEU Recipient Number (a unique identification code for each NEU assigned by the state to the NEU as part of the request for funding)
- ✓ Copy of signed award terms and conditions agreement
- ✓ Copy of signed assurances of compliance with Title VI of the Civil Rights Act of 1964
- ✓ Copy of actual budget documents validating the top-line budget total provided to the state as part of the request for funding

US Treasury Updates Information on Distributing ARPA Funds to Non-Entitlement Local Governments

May 25, 2021

Minnesota Management and Budget plans to start the certification process in early June.

The U.S. Department of Treasury updated information on May 24 about the distribution of American Recovery Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds for non-entitlement local units of government (generally cities under 50,000 in population and townships) in all 50 states.

The [Treasury website](#) currently has information on eligible jurisdictions, including the 2019 census population estimate for each jurisdiction, but does not include the specific allocation estimates of the nearly \$377 million set aside for individual cities and townships in Minnesota.

Verifying list of cities, townships

Minnesota Management and Budget (MMB), the state agency charged with allocating funds to non-entitlement jurisdictions, has contacted the League of Minnesota Cities and the Minnesota Association of Townships to confirm the completeness and accuracy of the Treasury lists of cities and townships.

This initial audit of the more than 2,600 cities and townships is an important first step, given that under ARPA, the allocations to non-entitlement jurisdictions are to be initially based on a per-capita distribution. Although early congressional estimates of the distributions to Minnesota omitted nearly 50 cities, the League has confirmed that all cities in the state are included on the list.

In addition to the audit of eligible non-entitlement jurisdictions, ARPA specified that the distribution to any individual jurisdiction cannot exceed 75% of the jurisdiction's most recent annual budget as of Jan. 27, 2020. To streamline the certification process, the League is working with MMB to identify whether official data previously collected by the Office of the State Auditor or from other sources can be used to apply this limitation.

What's my city's distribution?

Unfortunately, until the audit of entities is complete and until the 75% percent can be applied to the initial distribution to each city and township, final figures will not be posted by MMB.

To get a rough estimate of your city's allocation, take your 2019 census population estimate from the Treasury spreadsheet and multiply it by \$105. This amount does not account for the 75% budget limitation but, based on a rough analysis of city summary budget information submitted to the Office of the State Auditor, the League only identified a few very small cities that might be affected by the limit.

Next steps

MMB has indicated that the certification process for non-entitlement jurisdictions to request funding will open sometime in June, which will allow them to begin the 75% limitation test. More information on the specific parameters of the certification process will be released by MMB in the coming weeks.

Cities are encouraged to review the Treasury pre-submission checklist, which contains the basic information that every non-entitlement jurisdiction should expect to provide when making a funding request to MMB.

[View the Treasury pre-submission checklist \(pdf\)](#)

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: City Administrator
DATE: May 26, 2021
RE: City of Windom – Fiscal Agent Agreement
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve a Fiscal Agent Agreement between the City of Windom and the Windom Lion's Club.

Issue Summary/Background

The Windom Lion's Club is working on a project to offer a park shelter to the community. Recently the Lions confirmed they are a 501(c)4 non-profit corporation; whereas the City is a municipal corporation that may accept donations which offer a federal and state tax benefit to the donor. So that donors to the Lion's Shelter project may claim a tax deduction they are requesting the City to act as their fiscal agent for the shelter project.

The City's role would be to accept donations on behalf of the Lions shelter and hold the funds within a custodial account. The City of Windom will not solicit donations or be responsible for issuing receipts or acknowledgements to donors. Last, the City has no responsibility to provide funding for this project.

The Windom Lions will also be solely responsible to coordinate all aspects of the planning, specifications, permits, quotes, bidding, construction, management/oversight, payments and final acceptance of the shelter. Location of shelter shall be approved by the Windom Parks & Recreation Commission and City Council prior to a building permit being issued.

This proposed Fiscal Agent Agreement will automatically terminate on July 1, 2023 unless the term is extended by the parties in writing. Both the City's auditors and attorney have been consulted and confirmed the City may act as a Fiscal Agent as outlined.

Fiscal Impact

Some City Hall staff time to track, post and maintain the Fiscal Agent custodial account.

Attachments

1. Fiscal Agent Agreement between the City of Windom and Windom Lion's Club.

FISCAL AGENT AGREEMENT WINDOM LIONS CLUB

This Memorandum of Agreement ("Agreement") is entered into as of _____ 2021 by and between the City of Windom, MN ("City") a municipal corporation and Windom Lions Club ("Lions") a 501c(4) non-profit organization. The City and Lions are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

Whereas, the Lions desire to offer a park shelter to the community with an estimated value over \$100,000; and

Whereas, the City is a municipal corporation that may accept donations which offer a federal and state tax benefit to the donor; and

Whereas, the Lions are requesting the City to act as their fiscal agent for the shelter project.

Be it therefore resolved, that the Parties agree to the following:

Section 1. Fiscal Agent. During the term of this Agreement, the City will accept donations on behalf of the Lions shelter project within a custodial account entitled "Lions Shelter". Reporting and accounting for these funds will be at such times as done for other City funds. Funds may or may not accrue interest, but if interest is accrued, said interest shall become part of the Lions Shelter Account.

Section 2. Donations. Lions will be solely responsible for soliciting donations. At no time will the City be a party to solicitations. Donations shall be made to the "City of Windom – Lions Shelter Project". Donations made to the Lions for this project shall be accepted by the City according to State statute requirements. Lions will be solely responsible for issuing receipts and/or acknowledgements/recognitions to donors.

Section 3. Construction of Shelter. Lions shall coordinate all aspects of the planning, specifications, permits, quotes, bidding, construction, management\oversight, payments and final acceptance of shelter. Location of shelter shall be approved by the Windom Parks & Recreation Commission and City Council prior to a building permit being issued.

Section 4. Distribution of Funds. City and Lions agree that upon written request, no more than monthly, the Lions may submit to City a letter asking for release of funds held in the Lions Shelter Account. At no time shall the request for funds be greater than the available balance of funds held in that Lions Shelter Account. The City has no responsibility to provide funding for this project.

Section 5. Temporary Program; Sunset Provisions. The Lions Shelter Account may be amended or terminated through mutual, written agreement. The Lions Shelter Account will automatically terminate on July 1, 2023 and all remaining funds paid out to Lions unless this term is extended by the Parties in writing.

Section 6. Entire Agreement. This is the full and complete agreement of the parties on the Lions Shelter Account. There are no other oral or implied agreements.

Section 7. No Precedent. This agreement does not set any precedent for any future issue.

City of Windom

Windom Lions Club

Mayor Dominic Jones

President, John Holt

City Administrator

Treasurer

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Spencer Winzenried, Community Center Director
DATE: 5/27/21
RE: Community Center 10 ton HVAC unit
DEPT: Community Center
CONTACT: Spencer Winzenried Spencer.Winzenried@windommn.com

Recommendations/Options/Action Requested

Staff and the Community Center Commission recommend to the City Council the approval of the Elite RTU proposal to replace one of the Community Centers 10 ton heat exchanger units. Proposals were requested from three contractors and the lowest proposal came in at \$14,292.22.

Issue Summary/Background

The Community Center is in need of updating the HVAC system. The current equipment cannot cool the room to the desired temperature and the high humidity is also a problem. One of the 10 ton units is not working. The cost estimate to repair the unit was \$10,000. This would only fix the current issue. Replacing the unit would cost \$14,292.22. The Commission reviewed the costs for repair and replacement and recommends that the unit is replaced.

Fiscal Impact

The Community Center has a reserve fund with adequate funding to cover the cost for replacement.

Attachments

1. Elite Bid



PO BOX 305 - 49031 COUNTY RD 17, WINDOM, MN 56101
507-831-0236 - INFO@ELITEMECHANICAL.NET

PROPOSAL

PROPOSAL DATE	May 17, 2021
PROJECT NAME	RTU REPLACEMENT
BID TO	WINDOM COMMUNITY CENTER 1750 COTTONWOOD LAKE DR WINDOM, MN 56101
JOB LOCATION	WINDOM COMMUNITY CENTER 1750 COTTONWOOD LAKE DR WINDOM, MN 56101

SCOPE OF WORK

RTU Replacement. All options below include removal & disposal of existing equipment, craning, new equipment, all materials and supplies and labor to install. Electrical to be performed by others.

Terms and Conditions

Payment: Net 20 Days. Elite Mechanical Systems, LLC. Offers to furnish the work as described herein for the total cost indicated. Prices quoted are firm for 15 days from date of proposal but are subject to adjustment if buyer requests changes or delays progress of work.

COST: 14,292.22

Bryant 581JE - 10 Ton, 12 SEER, 2-Stage Unit with 10 year heat exchanger, 5 year compressor & economizer warranty. Accessories included are: Louvered Hail Guard, Built-In Smoke Detector, Low Leak Economizer with Jade Control. Includes equipment, material, labor, craning and disposal of old equipment. Electrical and controls by others.

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

A RESOLUTION AWARDING THE CONTRACT FOR A PROJECT ENTITLED "2021 RIVER ROAD REPAIR PROJECT"

WHEREAS, pursuant to an advertisement for bids for the project entitled "2021 River Road Repair Project", bids were received, opened and tabulated according to law, and the following bids were in compliance with the advertisement:

Duininck Inc.	\$71,372.85
Minnesota Paving	\$73,761.00
M. R. Paving	\$66,531.88

AND WHEREAS, it appears that the lowest responsible bidders for the project are as follows:

M. R. Paving	\$66,531.88
--------------	-------------

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

1. Pursuant to the bid advertisement, the low bids submitted by M. R. Paving is hereby approved for award; and the Mayor and City Administrator are hereby authorized and directed, on behalf of the City of Windom, to enter into contracts with the above contractors for completion of these components of the project, entitled "2021 River Road Repair Project", according to the plans and specifications heretofore approved by the City Council and on file in the Office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except for the deposits of the successful bidder and the next lowest bidder which shall be retained until the contracts have been signed.

Adopted by the City Council this 1st day of June, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

BID TABULATION
2021 River Road Repair

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

LETTING: March 26, 2021 @ 1:00 P.M.



DGR Engineering
 1302 South Union Street
 Rock Rapids, IA 51246

DGR PROJECT NO. 370342

BIDDER AND ADDRESS				M.R. Paving PO Box 787 New Ulm, MN 56073		Duininck, Inc. PO Box 208 Prinsburg, MN 56281		Minnesota Paving 1905 Third Avenue Mankato, MN 56001					
ITEM NO.	SPEC NO.	NO. OF UNITS	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	2021.501	Job	Mobilization, lump sum	L.S.	\$9,510.80	L.S.	\$8,000.00	L.S.	\$9,500.00	L.S.		L.S.	
2	2104.505	480	Remove pavement, per sq. yd.	7.62	3,657.60	12.00	5,760.00	6.50	3,120.00				
3	2105.501	300	Common excavation (P), per cu. yd.	12.62	3,786.00	23.00	6,900.00	28.00	8,400.00				
4	2105.604	480	Geotextile Fabric Type IV, per sq. yd.	1.89	907.20	3.50	1,680.00	2.45	1,176.00				
5	2112.604	480	Subgrade preparation, per sq. yd.	1.61	772.80	1.75	840.00	2.00	960.00				
6	2211.501	480	18" base stabilization rock, per sq. yd.	31.37	15,057.60	28.00	13,440.00	29.50	14,160.00				
7	2211.501	480	4" aggregate Class 5 base, per sq. yd.	8.91	4,276.80	10.00	4,800.00	6.50	3,120.00				
8	2360.501/502	185	6" bituminous pavement, per ton	117.43	21,724.55	114.61	21,202.85	135.00	24,975.00				
9	2502.541	300	4" perforated drain pipe, per lin. ft.	13.45	4,035.00	12.50	3,750.00	14.50	4,350.00				
10	2502.541	1	Subdrain outlet, per ea.	407.06	407.06	1,000.00	1,000.00	500.00	500.00				
11	2563.601	Job	Temporary traffic control, lump sum	L.S.	2,396.47	L.S.	4,000.00	L.S.	3,500.00	L.S.		L.S.	
			TOTAL BID		* \$66,531.88		\$71,372.85		\$73,761.00				

* Apparent Low Bidder

CONTRACTORS PROPOSAL - CONSTRUCTION AGREEMENT

PROJECT IDENTIFICATION:

2021 River Road Repair
River Road
Windom, MN

Owner:
City of Windom
444 9th Street
P.O. Box 38
Windom, MN 56101-0038

THIS PROPOSAL IS SUBMITTED TO:

DGR Engineering
Hard copy or electronic
1302 South Union Street
P.O. Box 511
Rock Rapids, IA 51246

Bids Due: before 1:00 o'clock P. M. on March 26, 2021

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to perform and furnish all Work as specified or indicated for the Bid Price.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Date	Number
_____	_____
_____	_____
_____	_____

- b. BIDDER has visited and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- d. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- e. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

3. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

<u>Item No.</u>	<u>Specification Reference</u>	<u>No. of Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	2021.501	JOB	Mobilization, lump sum	\$ <u>L.S.</u>	\$ <u>9,510.80</u>
2.	2104.505	480 S.Y.	Remove pavement, per sq. yd.	\$ <u>7.62</u>	\$ <u>3,657.60</u>
3.	2105.501	300 C.Y.	Common excavation (P), per cu. yd.	\$ <u>12.62</u>	\$ <u>3,786.00</u>
4.	2105.604	480 S.Y.	Geotextile Fabric Type IV, per sq. yd.	\$ <u>1.89</u>	\$ <u>907.20</u>
5.	2112.604	480 S.Y.	Subgrade preparation, per sq. yd.	\$ <u>1.61</u>	\$ <u>772.80</u>
6.	2211.501	480 S.Y.	18" base stabilization rock, per sq. yd.	\$ <u>31.37</u>	\$ <u>15,057.60</u>
7.	2211.501	480 S.Y.	4" aggregate Class 5 base, per sq. yd.	\$ <u>8.91</u>	\$ <u>4,276.80</u>
8.	2360.501/502	185 Ton	6" bituminous pavement, per ton	\$ <u>117.43</u>	\$ <u>21,724.55</u>
9.	2502.541	300 L.F.	4" perforated drain pipe, per lin. ft.	\$ <u>13.45</u>	\$ <u>4,035.00</u>
10.	2502.541	1 Ea.	Subdrain outlet, per ea.	\$ <u>407.06</u>	\$ <u>407.06</u>
11.	2563.601	JOB	Temporary traffic control, lump sum	\$ <u>L.S.</u>	\$ <u>2,396.47</u>
TOTAL BID					\$ <u>66,531.88</u>

TOTAL BID FOR ALL UNIT PRICES Sixty-six thousand, five hundred thirty-one and

88/100 ----- dollars (\$ 66,531.88)
 (use words) (figures)

4. The work shall be completed and ready for final payment July 31, 2021.
5. BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.
6. BIDDER shall guarantee the faithful performance of the contract and terms and condition therein contained and shall guarantee the prompt payment of all material and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of all improvements for a period of two (2) years from and after the completion and acceptance of the project.
7. **Construction Staking and Surfacing QC Testing** will be furnished by the Contractor.
8. BIDDER agrees that, if awarded the Contract, to furnish a Certificate of Insurance:
 - a. Workers' Compensation:

Employer's Liability:	\$ 500,000
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 - b. Contractor's General Liability:
 - i. General Aggregate \$ 2,000,000
 - ii. Products - Completed Operations Aggregate \$ 1,000,000
 - iii. Personal and Advertising Injury \$ 1,000,000
 - iv. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000
 - v. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
 - vi. Where railroad crossings are specified as part of the work, provide railroad protective liability insurance as required by the railroad permitting authority.
 - vii. Personal injury liability coverage shall include claims arising out of employment.
 - viii. Excess or Umbrella Liability policies may be used to meet the specified insurance limits.

c. Automobile Liability:

- i. Bodily Injury:
 - Each person \$ 1,000,000
 - Each Accident \$ 2,000,000
- ii. Property Damage:
 - Each Accident \$ 1,000,000
 - Combined Single Limit of \$ 2,000,000

d. The Contractual Liability:

- i. Bodily Injury:
 - Each person \$ 1,000,000
 - Each Accident \$ 2,000,000
- ii. Property Damage:
 - Each Accident \$ 1,000,000
 - Annual Aggregate \$ 2,000,000

e. The following shall be included on policy as additional insured.

Engineer: DGR Engineering
1302 South Union Street
Rock Rapids, Iowa, 51246

Owner: City of Windom
444 9th Street
P.O. Box 38
Windom, MN 56101-0038

- 9. BIDDER understands time is of the essence in completing the work on this Contract; therefore, the Owner reserves the right to assess liquidated damages in the amount of \$500 per day for each day the work is not completed beyond the specified milestone dates.
- 10. BIDDER shall review and agree to all project staging as defined in the plans. Coordination between Contractors will be required throughout construction.
- 11. Owner reserves the right to expand or omit project quantities at the unit prices stated above. At the Owner's discretion, significant (>20%) quantity increases or decreases will be grounds for extensions in project times as negotiated in a signed change order.

Contractor M.R. Paving & Excavating, Inc.
2020 North Spring St.
P.O. Box 787
New Ulm, MN 56073-0787

By _____

Date _____

CONSTRUCTION AGREEMENT

Acceptance of Contractors Proposal -

CITY OF WINDOM, MN - OWNER

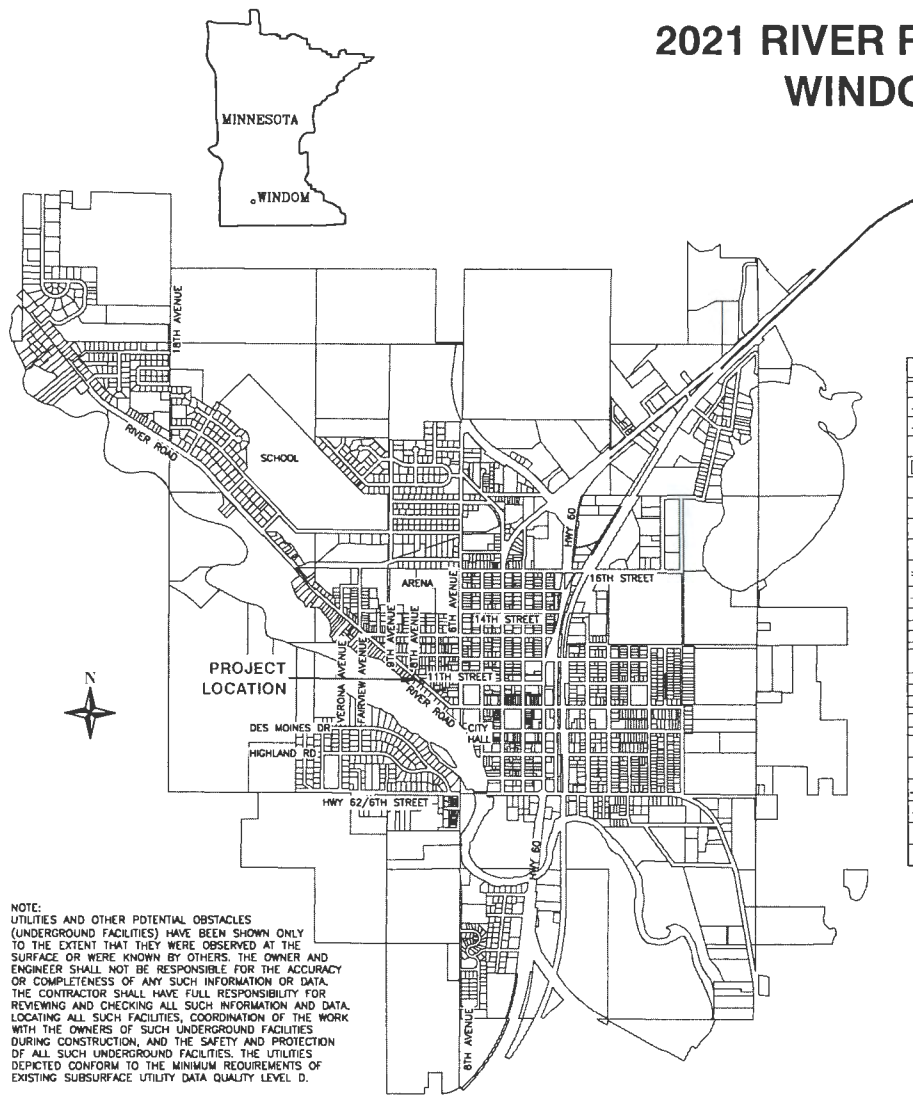
By _____

Date _____

Plat Date: 11/17/2021 2:44 PM

P:\WORK\2021\2021 RIVER ROAD\2021 RIVER ROAD.DWG

2021 RIVER ROAD REPAIR WINDOM, MN

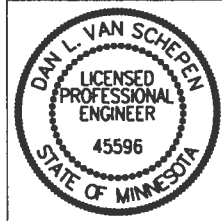


NOTE:
UTILITIES AND OTHER POTENTIAL OBSTACLES
(UNDERGROUND FACILITIES) HAVE BEEN SHOWN ONLY
TO THE EXTENT THAT THEY WERE OBSERVED AT THE
SURFACE OR WERE KNOWN BY OTHERS. THE OWNER AND
ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY
OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA.
THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR
REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA,
LOCATING ALL SUCH FACILITIES, COORDINATION OF THE WORK
WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES
DURING CONSTRUCTION, AND THE SAFETY AND PROTECTION
OF ALL SUCH UNDERGROUND FACILITIES. THE UTILITIES
DEPICTED CONFORM TO THE MINIMUM REQUIREMENTS OF
EXISTING SUBSURFACE UTILITY DATA QUALITY LEVEL D.

INDEX	
SHEET	DESCRIPTION
A.01	TITLE SHEET
B.01	CONSTRUCTION QUANTITIES/BID ITEM NOTES
C.01	CONSTRUCTION DETAILS
D.01	PLAN AND PROFILE

LEGEND		
EXISTING	PROPOSED	DESCRIPTION
		LOT LINE
		EASEMENT LINE
		CENTER LINE
		TELEPHONE BOX, CABLE TV LINE
		SANITARY SEWER, MANHOLE
		SANITARY SEWER FORCE MAIN
		STORM SEWER, MANHOLE, INTAKE
		SUBDRAIN
		CURB & GUTTER
		PCC PAVEMENT
		WATER MAIN, HYDRANT, VALVE
		UNDERGROUND ELECTRIC LINE, BOX, LIGHT POLE
		POWER POLE, GUY WIRE
		OVERHEAD ELECTRIC LINE
		GAS LINE, VALVE
		TELEPHONE LINE
		EVERGREEN, BUSH, TREE
		SIGN POST, MAILBOX
		FIBER OPTIC LINE
		CONTOURS
		PAVEMENT REMOVALS
		DRAINAGE ARROW

CALL BEFORE YOU DIG!
1-800-252-1166
GOPHER STATE ONE CALL
This time and every time.
GROC 811 Cover what's below! Call before you dig.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BY: *Dan L. Van Schepen* DATE: 3-11-21
DANIEL L. VAN SCHEPEN, P.E. LICENSE NO. 45596
MY LICENSE RENEWAL DATE IS JUNE 30, 2022
PAGES OR SHEETS COVERED BY THIS SEAL: ALL

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED
BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel L. Van Schepen, P.E. *Dan L. Van Schepen*
DATE: 3-11-21 REG. NO. 45596

DGR
ENGINEERING

Project Manager: DLV
Designer: JMC
Project Number: 370342
Phone: (712) 472-2531

2021 RIVER ROAD REPAIR
WINDOM, MN

TITLE SHEET

S
H
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T
A.01

STATEMENT OF ESTIMATED QUANTITIES				
ITEM NO.	SPECIFICATION REFERENCE	ITEM DESCRIPTION	Units	RIVER ROAD
1	2021.501	MOBILIZATION	LS	1
2	2104.505	REMOVE PAVEMENT	SY	480
3	2105.501	COMMON EXCAVATION (F)	CY	308
4	2105.604	GEOTEXTILE FABRIC TYPE IV	SY	480
5	2112.604	SUBGRADE PREPARATION	SY	480
6	2211.501	18" BASE STABILIZATION ROCK	SY	480
7	2211.501	4" AGGREGATE CLASS 5 BASE	SY	480
8	2360.501/502	8" BITUMINOUS PAVEMENT	TON	185
9	2502.541	4" PERFORATED DRAIN PIPE	LF	300
10	2502.541	SUBDRAIN OUTLET	EA	1
11	2543.001	TEMPORARY TRAFFIC CONTROL	LS	1

NOTES

MOBILIZATION— THE CONTRACTOR SHALL COMPLETE THE ENTIRE PROJECT AND ALL STREETS OPEN TO TRAFFIC BY THE CONTRACT COMPLETION/STONE DATE(S). CONTRACTOR SHALL COORDINATE AND COOPERATE ON WORK OF OTHER CONTRACTORS ADJACENT TO THIS PROJECT (IE UTILITY OWNERS). THIS ITEM SHALL INCLUDE COSTS AS DEFINED IN THE PLANS AS WELL AS IN MNDOT 2021. ALL PROJECT PAYMENT ITEMS WILL BE COMPLETED AS BID ACCORDING TO THE PLANS AND SPECIFICATIONS. ALL REFERENCES TO MNDOT STANDARD SPECIFICATIONS ARE IN REGARD TO MATERIALS AND CONSTRUCTION METHOD ONLY. CONTRACTOR SHALL BID WORK ACCORDING TO THE BID TABULATION, PLANS AND CONTRACT SPECIFICATIONS. THE CONTRACTOR IS EXPECTED TO MAINTAIN CONTINUOUS WORKING OPERATIONS AND ALSO NOTIFY PROPERTY OWNERS DOOR TO DOOR 24 HOURS BEFORE BEGINNING CONSTRUCTION. WORK ON THIS PROJECT SHALL BE STAGED IN A MANNER TO PROVIDE ACCESS TO THE ADJACENT RESIDENTS TO THE GREATEST EXTENT POSSIBLE.

PAVEMENT REMOVAL— ALL SAW CUTTING FOR REMOVALS SHALL BE INCIDENTAL TO THE REMOVAL. DAMAGE TO EXISTING PAVEMENT OUTSIDE THE PROJECT LIMITS DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT NO COST TO THE OWNER. EXISTING BITUMINOUS PAVEMENT SHALL BE MILLED AND USED TO PROVIDE TEMPORARY ACCESS TO ALL PROJECT SEGMENTS THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL DISPOSE OF ALL UNUSED REMOVED MATERIALS. THE CONTRACTOR MAY NEED TO RE-SAW PAVEMENT IF REMOVAL LIMITS ARE ADJUSTED. NO ADDITIONAL COMPENSATION FOR RE-SAWING. ADDITIONAL PAVEMENT REMOVAL WILL BE MEASURED AND PAID UNDER CONTRACT PRICES. EXISTING PAVEMENT THICKNESS MAY VARY. REMOVAL OF DIFFERENT THICKNESS PAVEMENT SHALL BE INCIDENTAL TO THIS BID ITEM.

COMMON EXCAVATION— THE CONTRACTOR SHALL RETAIN ALL EXCAVATED STREET EMBANKMENT MATERIAL UNTIL ALL GRADING AND SUBGRADE PREPARATION IS COMPLETE. THE CONTRACTOR WILL NOT BE COMPENSATED TWICE FOR REMOVING MATERIAL FROM THE SITE THAT IS SUBSEQUENTLY RETURNED TO THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ANY EXCESS MATERIAL. THE COST FOR DISPOSING OF MATERIAL OR PLACING EMBANKMENT ON SITE SHALL BE INCIDENTAL. ALL GRADING, SALVAGING, HAULING, STORAGE, AND INSTALLATION COSTS SHALL BE INCIDENTAL TO COMMON EXCAVATION. ITEM SHALL BE PAID PLUM QUANTITY UNLESS ADDITIONAL WORK IS REQUESTED BY THE OWNER OR ENGINEER. ITEM INCLUDES REPLACEMENT OF UNSUITABLE BASE OR UTILITY BACKFILL MATERIAL AS NECESSARY TO MEET SPECIFIED COMPACTION AND STABILITY REQUIREMENTS. ITEM INCLUDES INDEPENDENT TESTING AND PROOF ROLLING COSTS AS SPECIFIED.

GEOTEXTILE FABRIC— GEOTEXTILE FABRIC SHALL BE INSTALLED UNDERNEATH THE GRANULAR BASE COURSE IN UNSTABLE AREAS. THE BID ITEM "GEOTEXTILE FABRIC" HAS BEEN ESTABLISHED TO PAY FOR ALL LABOR, EQUIPMENT AND MATERIAL TO INSTALL THE FABRIC WHEN REQUIRED. PAY QUANTITIES FOR THE GEOTEXTILES WILL BE PAID FOR AT THE CONTRACT PRICE PER SQUARE YARD IN PLACE AS NECESSARY. MEASUREMENT FOR PAYMENT EXCLUDES THE GEOTEXTILE USED FOR OVERLAPPING AS WELL AS SEAM OVERLAPS. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. OVERLAP SHALL BE A MINIMUM OF 24 INCHES. THE END OF THE ROLL OVERLAPS SHALL BE THREE FEET MINIMUM. THE CONTRACTOR SHALL NOT DRIVE EQUIPMENT DIRECTLY ON TOP OF THE GEOTEXTILE. SHOULD THE GEOTEXTILE BE TORN OR PUNCTURED, THE DAMAGED AREA SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER. THE REPAIR SHALL CONSIST OF A PATCH OF THE SAME TYPE OF GEOTEXTILE A MINIMUM OF THREE FEET FROM THE EDGE OF ANY PART OF THE DAMAGED AREA. PREAPPROVED PRODUCTS INCLUDE MIRAFI HP465, PROPEX GEOTEX 3X3 AND LUMITE GTF465.

SUBGRADE PREPARATION— SMOOTH DRUM COMPACT THE TOP OF THE EXISTING SUBGRADE.

AGGREGATE BASE STABILIZATION— SHALL BE COMPACTED TO 100% OF STANDARD PROCTOR DENSITY WITH MOISTURE CONTENT -0 TO +4% OF OPTIMUM. MATERIAL SHALL BE PROCESSED, SHIPPED AND INSTALLED ACCORDING TO MNDOT SPECIFICATION 2211 FOR 2-3" CLEAN AGGREGATE MATERIAL SHOWN ON THE PLANS ALL STREETS ARE 18" BASE. THIS ITEM WILL BE PAID TO THE CONTRACTOR BY SY BASIS ON FURNISHING, SPREADING AND COMPACTING THE AGGREGATE BASE. BID ITEM WILL ALSO INCLUDE ALL DEWATERING COSTS NECESSARY FOR INSTALLATION OF BASE ROCK BEYOND SUBDRAIN INSTALLATION AS PER PLAN.

AGGREGATE BASE CLASS 5— SHALL BE COMPACTED TO 100% OF STANDARD PROCTOR DENSITY WITH MOISTURE CONTENT -0 TO +4% OF OPTIMUM. MATERIAL SHALL BE PROCESSED, SHIPPED AND INSTALLED ACCORDING TO MNDOT SPECIFICATION 2211 FOR CLASS 5 MATERIAL SHOWN ON THE PLANS ALL STREETS ARE 4" BASE. THIS ITEM WILL BE PAID TO THE CONTRACTOR BY SY BASIS ON FURNISHING, SPREADING AND COMPACTING THE AGGREGATE BASE.

BITUMINOUS PAVEMENT— ALL NEW PAVEMENT SHALL MATCH EXISTING PAVEMENT AND RESULT IN A SMOOTH TRANSITION BETWEEN NEW AND EXISTING. SEE PLANS AND DETAIL FOR PAVING THICKNESSES. MATERIAL AND INSTALLATION SHALL BE PROCESSED, SHIPPED AND INSTALLED ACCORDING TO MNDOT SPECIFICATION 2360 (SEE PAGE C.01 FOR MIX DESIGN REQUIREMENTS). INSTALLATION AND TESTING SHALL BE COMPLETED ACCORDING TO MNDOT SPECIFICATION 2360. TACK COAT SHALL BE APPLIED BETWEEN EACH LIFT OF BITUMINOUS AND ALONG EXISTING CONCRETE AND BITUMINOUS FACES AND ANY AREAS AS DETERMINED BY THE ENGINEER AT THE RATE OF .05 GAL/SQ. YD. PAYMENT FOR ALL MATERIALS AND WORK SHALL BE INCIDENTAL TO THE UNIT PRICE FOR ASPHALT. ITEM INCLUDES INDEPENDENT TESTING COSTS.

SUBDRAIN PERFORATED 4"— REFER TO DETAIL. PLACEMENT AS ILLUSTRATED ON THE PLAN PAGES. ENGINEERING FABRIC IS REQUIRED, PEA ROCK FOR POROUS BACKFILL. 2-4' BURY DEPTH (VERIFY ELEVATION OF OUTLET AND ADJUST DEPTH AND GRADE ACCORDINGLY).

SUBDRAIN OUTLET AND CONNECTION— REFER TO DETAIL FOR TYPE AND PLACEMENT.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel L. Van Schepen, P.E.
DATE: 3-11-21 REG. NO. 45506



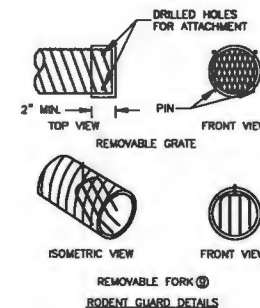
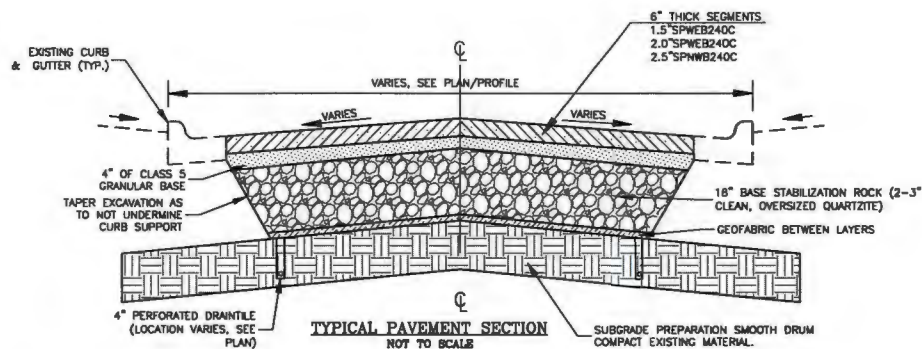
Project Manager: DLV
Designer: JMC
Project Number: 370342
Phone: (712) 472-2531

2021 RIVER ROAD REPAIR
WINDOM, MN

QUANTITIES/CONSTRUCTION NOTES

S
H
E
E
T

B.01



STORM PPP NOTES:

THE CONTRACTOR SHALL PROVIDE INLET PROTECTION AT ALL TIMES AFTER PAVEMENT IS REMOVED AND UNTIL FINAL STABILIZATION IS ACHIEVED. THE CONTRACTOR WILL NEED TO CHANGE THE TYPE OF INLET PROTECTION TO FIT THE WORK BEING PERFORMED. THE DETAILS SHOWN ARE TO BE USED AND DETERMINED BY THE PLACE OF CONSTRUCTION.

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AS NEEDED OR AT THE OPTION OF THE ENGINEER/OWNER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON MN/DOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY. ALL EROSION CONTROL DEVICES SHALL BE INSPECTED WEEKLY AND AFTER ALL WEATHER EVENTS, NON-COMPLYING EQUIPMENT SHALL BE FIXED WITHIN THE WORKING DAY.

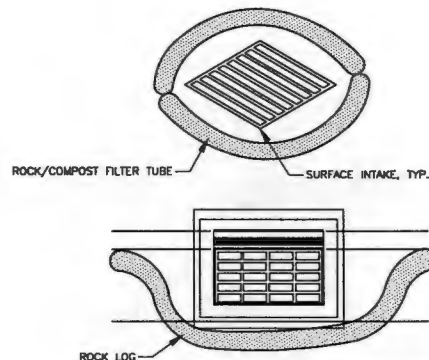
THE CONTRACTOR SHALL TAKE STEPS TO CONTROL SOIL EROSION AND FUGITIVE DUST DURING CONSTRUCTION. IF NECESSARY, HAY BALES, CHECK DAMS, SEDIMENT TRAPS OR ADDITIONAL SILT FENCE (NOT INDICATED ON THE PLANS) SHALL BE USED TO RETAIN SILT AND PREVENT SILT FROM ENTERING THE SEWER SYSTEM. THIS WORK SHALL BE PAID FOR AS PER PAY ITEMS IN THE PROPOSAL. THE CONTRACTOR SHALL CONSTRUCT EROSION CONTROL PRIOR TO ANY GRADING ON THE PROJECT IN ORDER TO PREVENT SILT TRANSPORT AND SOIL TRACKING INTO PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL MAINTAIN AND WATER HAUL ROADS TO CONTROL FUGITIVE DUST.

EROSION CONTROL DEVICE SHOULD BE INSPECTED WEEKLY AND AFTER RAIN EVENTS TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM BEHIND THE DEVICE WHEN THE DEPTH OF THE SEDIMENT HAS BUILT UP TO $\frac{1}{2}$ THE HEIGHT OF THE DEVICE ABOVE GRADE. INSPECT THE BASE OF THE DEVICE TO ENSURE THAT NO GAPS HAVE DEVELOPED AND RE-TRENCH AS NECESSARY. IF FILTER FABRIC IS RIPPED, DAMAGED OR DETERIORATED, REPLACE IT IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS & DETAILS.

THE CONTRACTOR SHALL COMPLY WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN THE PROJECT MANUAL.

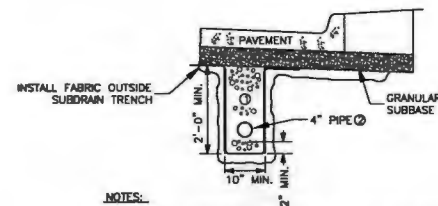
THE CONTRACTOR SHALL MAKE PROVISIONS TO MAINTAIN DRAINAGE ON ALL STREETS IN AND ADJACENT TO THE PROJECT THROUGHOUT THE CONSTRUCTION PERIOD.

CONTRACTOR SHALL HAVE A PERSON ON CALL TO RESPOND TO FLOODING THAT MAY OCCUR DURING NON-WORKING HOURS. CONTRACTOR SHALL HAVE PUMPING EQUIPMENT ON SITE IN CASE OF A LARGE STORM EVENT. CONTRACTOR SHALL PUMP STORM WATER OFF SITE IF NEEDED AT NO ADDITIONAL COST TO THE PROJECT. CONTRACTOR SHALL NOT PUMP WATER CONTAINING SEDIMENT OFF SITE. MAKE PROVISIONS FOR FILTERING WATER TO BE PUMPED.



TYPE FT (MONO-MONO FABRIC/SILT FENCE), SOWN INTO A SOCK AND FILLED WITH 1.5\"/>

INLET PROTECTION-FILTER LOG NOT TO SCALE



NOTES:

- ① BACKFILL ALL SUBDRAIN WITH POROUS BACKFILL (PEA ROCK).
- ② HDPE PERFORATED DRAIN TILE.
- ③ LINE TRENCH WITH ENGINEERING FABRIC

PERFORATED SUBDRAIN NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 3-11-21 REG. NO. 45598

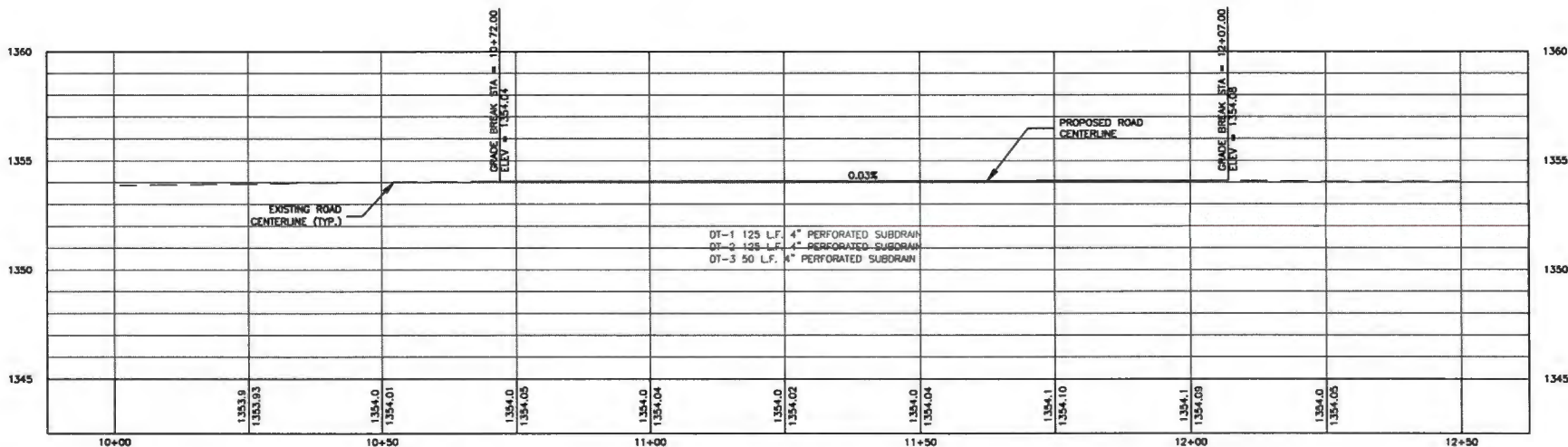
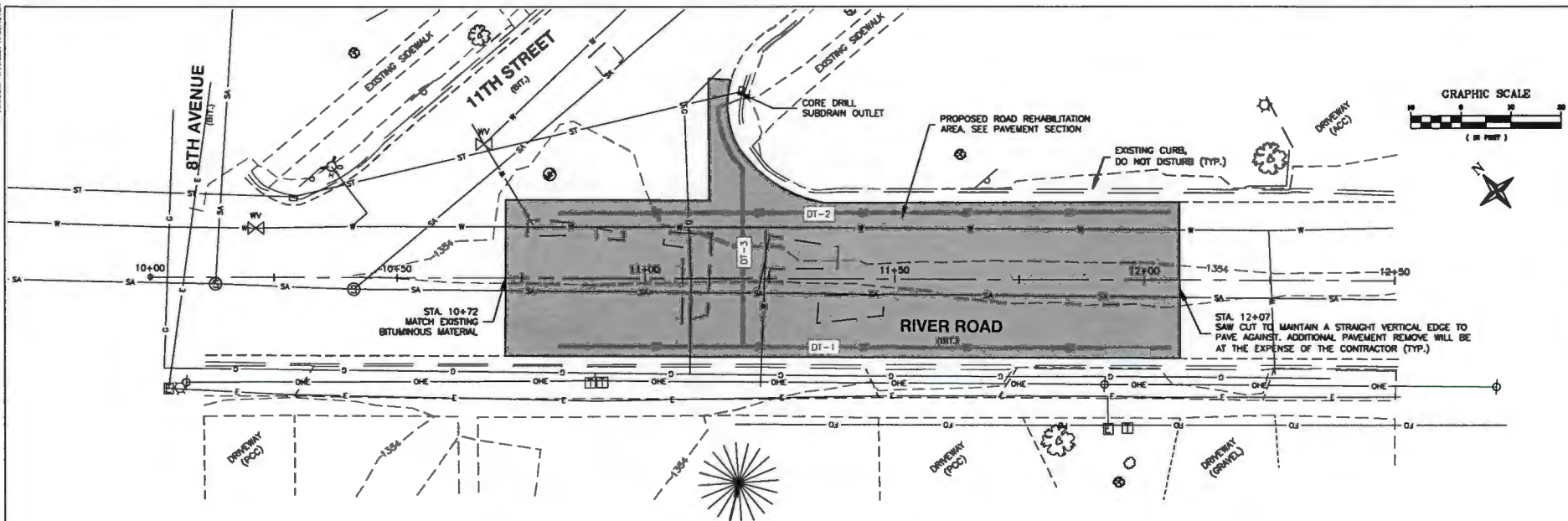


Project Manager: DLV
Designer: JMC
Project Number: 370342
Phone: (712) 472-2531

2021 RIVER ROAD REPAIR
WINDOM, MN

CONSTRUCTION DETAILS

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel L. Van Schepen, P.E.
DATE: 3-11-21 REG. NO. 45596



Project Manager: DLV
Designer: JMC
Project Number: 370342
Phone: (712) 472-2531

2021 RIVER ROAD REPAIR
WINDOM, MN

PLAN/PROFILE

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MEMORANDUM



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: May 27, 2021
RE: Recommendation for Streets & Parks Foreman Hiring

Justin Crowell, Streets & Parks Foreman, recently had turned in his resignation. In order to move forward with re-filling, the foreman position was internally posted as required by the IBEW union agreement. The Street Committee will be meeting prior to the City Council meeting to interview a candidate and may have a hiring recommendation for the June 1st meeting.