

Council Meeting
Tuesday, May 18, 2021
City Council Chamber
6:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes – May 4 & 10, 2021
 - HRA – April 14, 2021
 - Utility Commission – April 28, 2021
 - Telecom Commission - May 3, 2021
 - EDA Commission – May 10, 2021
 - Planning Commission – May 11, 2021
 - Library Board – May 11, 2021
 - Community Center Commission – May 11, 2021
 - Park & Recreation Commission – May 12, 2021
 - Regular Bills
2. Department Heads
3. Proclamation – National Peace Officer Memorial Day & Police Officer Recognition
4. Resolution Accepting Donation – Toro Company for Windom Ambulance Service
5. Ambulance Bid Award
6. Electric Department
 - Resolution Authorizing the Execution of Wholesale Power Agreement
 - Union Pacific Wireline Crossing Agreements
 - Supplement Agreement No. 179711
 - Supplement Agreement No. 185525
7. DGR Engineering – Amendment to Master Agreement – Commercial Park Cul-de-sac
8. Small Cities Development Program Contract Extension with SW MN Housing Partnership
9. DEED Redevelopment Grant – Cemstone Redevelopment Area
10. Continuation of Fire Fee Discussion
11. Island Park – Pirate Ship
12. Resolution to Execute Dept of Transportation Airport Grant Agreement
13. Mayor Appointments



14. Personnel Hiring Recommendations

- P/T Stock Room Position – River Bend Liquor
- Seasonal Hiring – Park & Street and Pool
- Summer Intern

15. New Business

16. Old Business

17. Council Comments

18. Adjourn

**Regular Council Meeting
City Hall, Council Chamber
May 4, 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,
Jacqueline Schmidt and Jayesun Sherman

Council Absent: James Nelson

City Staff Present: Steve Nasby, City Administrator; Brian Cooley, Street
Superintendent; Tim Hacker, Ambulance Director; Drew
Hage, Development Director; Tim Hogan, Recreation
Director; Scott Peterson, Police Chief; Spencer Winzenried,
Community Center Director; Kim Powers, Windom
Ambulance and Ambulance Service Members

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
 - Council Minutes – April 20, 2021
 - Community Center Commission – April 13, 2021
 - Park & Recreation Commission – April 21, 2021
- Licenses
 - Temporary On-Sale Liquor License – Lions Club
 - June 11 (Island Park) & June 12, 2021 (Arena)
 - Authorization to Dispense Intoxicating Liquor – Lions Club
 - June 11 (Island Park) & June 12, 2021 (Arena)
 - Dance Permits
 - Windom Area Chamber – June 11, 2021 (Island Park)
 - Lions Club – June 12, 2021 (Arena)
 - Amplification Permits
 - American Lutheran Church – Cottonwood Lake/Tegels Park
 - June 20, 2021
 - July 18, 2021
 - August 15, 2021
 - Lions Club – Arena
 - June 12, 2021
 - Phat Pheasant Pub
 - May 22, 2021

Preliminary

- August 28, 2021
- Windom Area Chamber – Island Park
- June 11, 2021
- Regular Bills

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

5. Department Heads:

Brian Cooley, Street Superintendent, stated park restrooms are open with the exception of Island Park (men's side by Baseball Field) and Loeman Park. He noted the Island Park Campground will open by May 14th. The dog park has been busy. Cooley said the crosswalk signs on Highway 62/4th Avenue intersection have been placed and one sign will be replaced as it has been damaged.

Quade encouraged caution at the Highway 62/4th Avenue intersection.

Tim Hogan, Recreation Director, said the Park & Recreation Commission is recommending that the pirate ship that was constructed by the Baseball Association at Island Park remain, but final decision is up to the Council. They encouraged all parties (City, School, & Windom Baseball Association) to meet and discuss aesthetics, maintenance and liability.

Quade explained the Park & Recreation Commission would like an agreement between parties for future maintenance and liability finalized before the Council acts on whether it will stay in the park at its current location, moved to a different location in the park or removed.

Council discussed the pirate ship and encouraged details to be finalized in order to decide. The original placement was made without following proper procedure and placed on City property.

Motion by Sherman second by Schmidt to table the Pirate Ship Action item until May 18th. Motion carried 3 – 1 (Grunig).

Hogan requested Island Park be open until 12:00 am (midnight) on June 11th for the Hairball concert being promoted by the Windom Chamber/CVB Board.

Motion by Schmidt second by Sherman to extend the Island Park hours on June 11th, 2021 to 12:00 am. Motion carried 4 – 0.

6. Resolution Accepting Donation – Denise Winters – Windom Ambulance Service:

Council Member Grunig introduced the Resolution No. 2021-41, entitled "AUTHORIZATION TO ACCEPT DONATION FROM DENISE WINTERS FOR WINDOM AMBULANCE SERVICE" and moved its adoption. The Resolution was seconded by Sherman and on roll call vote: Aye: Grunig, Schmidt, Quade, and Sherman. Nay: None. Absent: Nelson. Abstain: None. Resolution passed 4 – 0.

Quade said the donation was in honor of Kim Powers who has served 28 years for the Ambulance Department. She extended appreciation to Powers for her service.

7. Proclamations:

EMS Week – May 16-22, 2021:

Council Member Sherman introduced the Resolution No. 2021-42, entitled "City of Windom 2021 EMS Week Proclamation" and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Aye: Grunig, Sherman, Quade and Schmidt. Nay: None. Absent: Nelson. Abstain: None. Resolution passed 4 – 0.

Tim Hacker, Ambulance Director, thanked the City and Council for the recognition on behalf of his squad. He also gave mention to the law enforcement and fire departments for their assistance. Hacker provided the 2020 statistics for the Ambulance Department, noting the number of runs in 2021 has increased from previous years.

Small Business Week – May 2-8, 2021:

Council Member Sherman introduced the Resolution No. 2021-43, entitled "2021 SMALL BUSINESS WEEK PROCLAMATION" and moved its adoption. The Resolution was seconded by Quade and on roll call vote: Aye: Sherman, Schmidt, Quade and Grunig. Nay: None. Absent: Nelson. Abstain: None. Resolution passed 4 – 0.

Drew Hage, Development Director, said the City has financial assistance programs to help businesses in the community.

Child Care Provider Appreciation Day – May 7, 2021:

Council Member Sherman introduced the Resolution No. 2021-44, entitled "2021 CHILD CARE PROVIDER APPRECIATION DAY PROCLAMATION" and moved its adoption. The Resolution was seconded by Schmidt and on roll call vote: Aye: Quade, Schmidt, Grunig and Sherman. Nay: None. Absent: Nelson. Abstain: None. Resolution passed 4 – 0.

Hage mentioned the child care gap in the 25-mile radius of Windom is 268. He said there are grants and opportunities for potential providers to expand child care coverage.

8. Street Committee Recommendation:

Highway 60 Access – Highway 71 S. Intersection to Bridge Segment:

Hage explained the Street Committee met to discuss the segment of Highway 60/71 from the bridge crossing to the Highway 71 South intersection. The accesses to surrounding businesses were considered. The Committee would like to see a three-lane test in this discussed area.

Ronda Allis and Peter Harff, MnDOT– District 7, said the development of Kwik Trip located at the Highway 60/71 intersection impacts the current Highway 60/71 Corridor Study and future use of Highway 60/71. MnDOT requires a new access permit. They would like to complete a trial run of this south segment as a three-lane highway using re-striping. They are encouraging access to Kwik Trip via Highway 60. Allis said the reconstruction through Windom is proposed in 2031.

Harff explained the two access points to Kwik Trip included with their plans. MnDOT would like safe traffic flow and development. He feels like re-striping and having a 3-lane highway with turn lanes in this area south of the Bridge to Highway 71 will be a safer solution. The access between Subway and Godfather's Pizza would be a right-in/right-out turn.

Council reviewed the proposal. They questioned once the road is re-striped, would MnDOT review the area before the road reconstruction. Harff agreed the area would be reevaluated and changes would be made if necessary.

Motion by Sherman second by Grunig to approve the concept of a three-lane design with turn lanes for the Highway 60/71 road segment from the Des Moines River Bridge to the Highway 60/Highway 71 intersection with right-in and right-out access at Subway/Godfather's Pizza. Motion carried 4 – 0.

New City Street Proposal:

Hage has been working to develop future business in the East Highway 60 Development. A proposed car wash and other future businesses would benefit from a City street northeast of Dollar General. MnDOT would be willing to pay for a turn lane if the City agrees to construct a City street. Hage explained the street end would be a cul-de-sac allowing for future land development.

Allis presented the turn lane options and said every highway access point is evaluated for safety. MnDOT would be willing to participate as the new street would allow future development and eliminate extra access points to Highway 60.

Grunig asked about the timing of the turn lane. Allis replied as soon as possible through a municipal agreement.

Nasby noted the City's Engineer along with the MnDOT Engineers have been working on the preliminary plans for the turn lane. The City would bid the project and oversee construction management. The proposed street does not require pavement of the cul-de-sac at this time, but can be bid as an "add-on" to a future street project. Easements are required by Dollar General and Scott Veenker. The estimated City share is \$181,000-\$210,000. MnDOT's share for the turn lane would be \$237,458. The car wash developer would incur a special assessment of \$19,500 for the street. There is a potential TEDI Grant opportunity to offset the City share.

Motion by Schmidt second by Quade to approve a new City Street as discussed. Motion carried 4 – 0.

County Road 13 & 12th Street – Sidewalk Gaps:

Hage discussed the collaborating work being done with Cottonwood County on their County Road 13 Project for 2022. Input was sought from the Street Department. Sidewalk gaps were identified along 12th Street and Collins Avenue. He said filling these gaps would increase pedestrian safety and connectivity to the Windom Recreation Area and align with the Windom Active Living Plan. Hage said sidewalk expense is an eligible for County State Aid Funds, but the City may be responsible for a cost-share portion. Direction is needed from the City Council regarding proposing inclusion of these sidewalks as part of the County Road 13 Project.

Council asked if veering off of County Road 13 would be an issue. Hage replied that full direction will come from the County Board. He explained that the County would be interested in cost-sharing the portion bordering County Road 13. The City could ask for County State Aid Funds to finance the project 100% as all road users (including pedestrians) are affected. The County Engineer is proposing a 50/50 cost share split with the City.

Hage elaborated that the railroad crossing portion could have significant costs. The City would have to hire an engineer with the County for an improved crossing with starting costs at \$25,000. The current crossing is 44-foot-wide and can be shared with pedestrians, bikes, and traffic. All off-trail facilities, then engineering discussions would need to begin with the railroad company.

Council agreed that this road is wider than most and striping it appropriately could allow for bike and pedestrian traffic. Sidewalks and their maintenance can be financially hard on adjacent homeowners; however, they are constructed in the right-of-way. Wide paved shoulders can also be considered but parking may need to be further discussed. Council consensus was to explore more non-intrusive solutions and gather additional data on street width and right-of-ways.

9. Windom Police Department:

P/T Police Officer:

Scott Peterson, Police Chief, is recommending the Council hire Jacob Samdal be hired for the vacant part-time officer position, pending passage of the Minnesota POST Board's Licensing Exam. Samdal is a recent graduate and is from Windom. He brings experience from working at the Cottonwood County Sheriff's office as a Dispatcher/Jailer. Peterson is also recommending hiring Samdal full-time starting July 1, 2021 and cost-sharing the position with Windom Area Health. Windom Area Health has proposed a Community Policing Agreement with the City of Windom to increase safety at their facility. He believes by cost-sharing the position will help retain staff.

Shelby Medina, Windom Area Health CEO, explained that their workforce violence group has met and addressed the need for additional safety due to an increase in mental health patients. Some individuals are kept at the facility for up to six weeks' time. This has created an additional need for staffing and she hopes having a peace officer presence for the facility will increase the safety for all users. The Hospital Board has approved the cost-share agreement.

Jones stated that the agreement proposed is modelled after the City's agreement with the ALC.

Motion by Sherman second by Grunig approving hiring Jacob Samdal for the part-time Police Office with moving to full-time starting July 1st contingent upon passing the POST Board Licensing Exam. Motion carried 4 – 0.

Motion by Sherman second by Schmidt approving the Memorandum of Understanding between the City of Windom and Windom Area Health. Motion carried 4 – 0.

10. Personnel Hiring Recommendation – P/T Office Assistant:

Nasby stated that the City Office has a vacancy due to Jill Falk accepting a position closer to her home. Four candidates were interviewed and staff is recommending hiring Lisa Sprague for the Permanent Part-Time Union Administrative Assistant II position effective 5/17/2021.

Motion by Schmidt second by Sherman approving hiring Lisa Sprague for the Permanent Part-Time Union Administrative Assistant Position II at Step 1 of the wage scale with advancement to Step 2 upon a favorable 6-month review. Motion carried 4 – 0.

11. Councilmember Resignation – Jacqueline Schmidt:

Council Member Sherman introduced the Resolution No. 2021-45, entitled " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINDOM DECLARING A VACANCY IN THE ELECTIVE OFFICE OF COUNCIL MEMBER WARD II HELD BY JACQUELINE SCHMIDT" and moved its adoption. The Resolution was seconded by

Preliminary

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

Jones and the Council thanked Schmidt for her service and wished her well. Jones said interested parties in Ward II can submit letters of interest to City Hall to fill this vacancy.

12. New Business:

None.

13. Old Business:

Grunig asked about the grant dollars for the 10th Street/13th Street Improvement application. Nasby said the State had an overwhelming response and has not announced the recipients yet.

Jones reminded listeners that Citywide Clean-up is May 15th.

14. Council Comments:

Schmidt extended appreciation to EMTs, Small Businesses, and Child Care Providers. She also thanked everyone for making her feel so welcome on the Council. This will be her last meeting.

Quade reiterated the Clean-up Day is May 15th and to clean up our community. She said the paper's article requesting citizen feedback was well received. Quade directed residents to the City website for Council contact information and asked staff to make this more user-friendly.

Sherman acknowledged Child Care providers Bree and Evonne.

Nasby and Jones thanked Schmidt for her time on the City Council.

15. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 8:27 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

**Special Council Meeting
Board of Review
City Hall, Council Chambers
May 10, 2021
4:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones at 4:30 p.m.

2. Roll Call:

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

Council Absent: Jacqueline Schmidt

City Staff Present: Steve Nasby, City Administrator

3. Board of Review:

Jones said that the County Assessor and her staff were present via phone to discuss tax valuations and City Council would hear from property owners. He noted that property owners are required to be on record to preserve their rights to appeal valuations.

Gale Bondus, County Assessor, discussed the valuations are based on sales from October 1, 2019 through September 30, 2020. Bondus indicated sales data from open market transactions is used to set values for assessments. There were 99 residential sales during this time frame and the median sales ratio was 99.2% of assessed market value price. So, no overall or blanket adjustment was needed. A few property reviews were completed.

There were no Commercial sales in this period so no adjustments were made, but if there were remodeling or additions those would alter the values.

The County saw 30 farm sales and the assessment was 107% so those values were lowered by 5%, but the City does not have much ag land in City limits so no impact to the City.

Bondhus noted that Councilmember Grunig was training certified and this expires in 2024. She strongly encouraged other Council members to do the on-line training and she would share that information when the trainings were available from the State.

Bondhus said the 2021 valuation was \$325,504,200. New house and garage construction was \$2,815,900 and all other new construction was \$6,886,00.

Jones opened the public comment portion of the meeting and asked each speaker to give their name, address and parcel number for the record.

Preliminary

Fast Ag – 4130 Commerce Blvd. - #25-556-0020; #25-556-0030; #25-556-0040; #25-556-0050

Cody Fast, owner and Bill Wentzel, consultant said they would like to discuss the valuations on the Fast Ag properties in the North Windom Industrial Park, two parcels contain the building and two parcels are vacant land. The business was sold in September 2020 and an appraisal was done on all four parcels. The appraised value was \$6,050,000 and the assessor's tax valuation is \$7,502,100. They are requesting reduction of the value to the appraised value and have the same land value on all parcels. There is a 144,000 square foot building, but only 3,961 square feet is finished office space and the balance is warehouse.

Bondhus said they calculate value based on building and land sizes, types of construction and comparable values.

Grunig asked if the property owners had conversations with the County Assessor prior to this Board of Review meeting and if an appraisal meets the legal obligation for the basis of an adjustment. Wentzel confirmed they had some discussions but not reached an agreement. Bondhus said the appraisal is not a substitute for value-based assessing. Bondhus added that the land parcels are different values as two have internal infrastructure and the building is comparable in ways to the Toro facility across the street and they need consistency in values.

Sherman asked if some appraisal resources were more useful than others. Bondhus said that the values come from the Department of Revenue and then appraisers can submit data and eventually the tax court process. No changes would be allowed for prior valuations just adjustments for the 2021 value.

Jones asked if the County Commissioners would be able to act if the property owners could make their case to the Assessor. Bondhus said they would do more research and talk with the property owners before the June 15, 2021 County Board meeting.

Jones asked if tax court is an option for this request. Bondhus said that is part of the process and there were previously two tax court items for Runnings, Inc. She added that industrial valuations are difficult as there are not many industrial sales.

Nasby noted the City Council Board of Review is needed for the property owners to preserve their ability to appeal the valuations. The City staff and Council are not property valuation or real estate experts. Bondhus added that if the City were to act they would have 10 days to bring information to the County as to why an adjustment were made and defend that action.

Sherman and Jones said they would encourage the property owner to meet with the County Assessor and for the County Board to consider a valuation adjustment.

Motion by Grunig second by Sherman to leave the valuations as shown for parcels #25-556-0020; #25-556-0030; #25-556-0040; #25-556-0050 known as 4130 Commerce Blvd. Motion carried 4 – 0.

4. Recommended Adjustments from County Assessor's Office:

Bondhus recommended the following adjustments:

Preliminary

- Parcel #25-754-0010 – Mike & Tanya Smith – 605 Verona Avenue
2021 Assessed value is \$221,200 and due to severe mold issue and damage caused the value is recommended to be reduced to \$120,500.

Motion by Sherman second by Nelson to decrease 605 Verona Avenue – Mike & Tonya Smith - #25-754-0010 to \$120,500 as recommended by the County Assessor. Motion carried 4 - 0.

- Parcel #25-820-1231 – Maria Angeles Trustee – 1105 4th Avenue
2021 Assessed value is \$64,100 and due to poor remodeling with non-traditional finishes. Property was commercial and remodeled into residential but the bathroom and kitchen remained from the old building. Recommendation is to reduce the value to \$44,000.

Motion by Sherman second by Quade to decrease 1105 4th Avenue – Maria Angeles Trustee - #25-820-1231 to \$44,000 as recommended by the County Assessor. Motion carried 4 - 0.

5. Council Action – All Remaining Parcels:

Motion by Grunig second by Sherman accept all other tax valuations as set by the County Assessor. Motion carried 4 - 0.

6. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 5:23 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

REGULAR MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN

April 14, 2021 at 4:00pm

A regular meeting of the Board of Directors was held on April 14, 2021 at the Hillside Manor Community Room. Board Members present: Linda Jaakola, Margaret McDonald, Dan Molitor, Tom White and Bob Stoesz, HS Liaison. Also present was Executive Director, Connie Clausen, City Liaison, Jim Nelson. Absent was Jean Fast, Board Member.

The Regular Board Meeting was called to order at 4:03 pm with the consent agenda approved (White/McDonald) which included minutes from the previous meeting, the agenda, balance report, utility reports and bills report.

Scheduled Guests: None

Old Business consisted of:

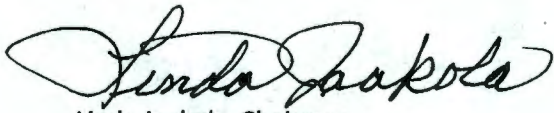
1. The Executive Director presented an update on the monthly turnaround rate. The average turn-around days since April 1, 2020 is now under 10 days at 9.10. The February 2020 Fee Accountant Reports were also reviewed.
2. An update on current maintenance projects was given by the Executive Director. Maintenance has one more floor to complete installation of new laminate flooring on the 5th floor elevator landing. The next project we will be doing is replacing the existing ceiling grid and tile in the ground floor common areas at Riverview Apartments.
3. The Executive Director gave a status update on the Residential Rehab Loan Program. One applicant has withdrawn their loan request recently and one more has just closed with three more open pending the completion of projects.
4. The Executive Director presented the bids received on April 13, 2021 for the RV Balcony Repair Project. Two bids were received. After review and discussion, a motion was made and approved to accept the lowest bid from Sussner Construction of Marshall MN the amount of \$36,740 (White/Molitor).
5. A new Management Agreement between the Windom HRA and Jackson HRA was presented by the Executive Director. This request originated from the Jackson HRA for interim help with maintenance duties while they seek new staff and train them due to recent maintenance staff vacancies. A motion was made and approved to accept the temporary Management Agreement between the Windom HRA and Jackson HRA as presented to help with maintenance duties as needed (Molitor/White).

New Business consisted of:

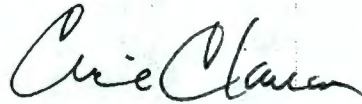
1. The Executive Director reported receiving a letter from the State Elevator Inspector after he visited Riverview Apartments in February. The letter reports we now have a compliance issue due to a regulation change. This issue has to do with the elevator car door lock monitoring system. Door controllers will need to be updated within the next 5 years to be in compliance. This issue will be added to our Capital Funds 5 Year Plan.
2. The Executive Director reports we have received our annual Fee Accountant contract from Hawkins Ash Accountants. The contract has been renewed for another year with a 3% increase.
3. The Executive Director presented an Infrastructure loan proposal from Gove Acres in the amount of \$40,000 for 5 years. The Infrastructure Loan Program is partnered with the Windom EDA who recently approved the loan proposal at their monthly meeting for an additional \$50,000. After discussion, a decision was made to table the discussion so the Executive Director can reach out for more information. A special board meeting will also be called to make a decision on this loan proposal request before the end of the month.

4. The Executive Director reports the following HUD and other reports and trainings worked on this past month. They include: FYE 2022 Year-end Documents; Annual Employee Reviews; 2022 Operating Subsidy Training & Submission;
5. Upcoming board meetings will be May 12th (RV) and June 9th (HS).

With no further business, the meeting was adjourned at 4:55 pm (Molitor/White).

A handwritten signature in black ink, appearing to read "Linda Jaakola". The signature is fluid and cursive, with the first name "Linda" being more prominent than the last name "Jaakola".

Linda Jaakola, Chairman

A handwritten signature in black ink, appearing to read "Connie Clausen". The signature is cursive, with the first name "Connie" being more prominent than the last name "Clausen".

Connie Clausen, Executive Director

SPECIAL MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN

April 21, 2021 at 4:00pm

A special meeting of the Board of Directors was held on April 21, 2021 at the Riverview Apartments Community Room. Board Members present: Linda Jaakola, Margaret McDonald, Dan Molitor and Jean Fast. Also present was Executive Director, Connie Clausen. Absent was Tom White, Board Member and Bob Stoesz, HS Liaison.

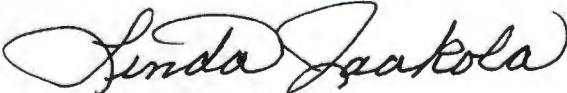
The Special Board Meeting was called to order at 4:08.

Scheduled Guests: None.

Old Business consisted of:

1. The Executive Director presented more information regarding the EDA/HRA Infrastructure loan proposal for Grove Acres as requested by the board at the April regular board meeting. After discussion, a motion was made to approve the loan request in the amount of \$40,000 (non-HUD funds from Special Projects and/or Savings account) as presented and including the clause that any payments coming back to the EDA and HRA are paid out proportionally to the amount loaned (56% EDA / 44% HRA) rather than all to one entity until paid in full (Fast/Molitor).

With no further business, the meeting was adjourned at 4:35 pm (McDonald/Fast).


Linda Jaakola, Chairman


Connie Clausen, Executive Director

UTILITY COMMISSION MINUTES
Council Chambers
April 28, 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
Member Absent: None
City Council Liaison: Marv Grunig
Staff Present: Glenn Lund, Water/Wastewater Foreman; 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 Francis to approve the March 24, 2021 Minutes. Motion carried 3 – 0.

WATER/WASTEWATER ITEMS

North Highway 71 Water - Update

Anderson is working with DGR to obtain permits for water service to the homes on the North side of Hwy 71. The estimate from Oddson Underground was \$18,900 for the water main and \$6,500 for each homeowner with a project start at least 8 weeks from now. Staff was instructed to ask for curb stop costs and add the amount to the City portion of the project. The City of Windom would seek quotes above a \$25,000 threshold. Commission consensus was to contact all three households and obtain monetary commitments before seeking further plans/quotes.

Kwik Trip Water & Sewer Changes

Anderson explained Kwik Trip has decided to build where the previous structure was on their parcel. A proposed shared manhole on the Northeast corner would provide service to Defries Collision. Commission consensus is to agree with the manhole if both parties agree it is a shared sewer line and their responsibility to provide this sewer connection to the adjacent business (Defries Collision). Water service lines are required to have individual curb stops on the City water main. Staff was instructed to seek quotes to rehab the existing sewer lines (west property line).

Gove Acres

Staff noted no work on utilities has started due to a contractor equipment breakdown.

Well #11 - Update

Anderson said the well is dug in. During testing it was noted that the floor drain was not connected to a service line. Contractors will place a French drain out the side. Anderson added the contractor is waiting on the motor that runs the well.

April Sampling – EPA/MPCA Report

Anderson noted the sampling was completed. The provided report was from 2020 and there was a decrease in tested contaminants. He added there were no notable changes in the report. The MPCA letter said that PFAS will be included in the 2021 report.

Other Water/Wastewater Items

None.

ELECTRIC ITEMS

Wolf Wind Down Stream Power Purchase Agreement

Sykora said the City is purchasing power with Wolf Wind PPA and have been asked by CMPAS to review the agreement and complete a downstream agreement. The contract rate is \$25.00/MW with no curtailment fees.

Motion by Riordan second by Francis to approve “RESOLUTION UT #2021-4-1 RESOLUTION AUTHORIZING THE EXECUTION OF A WHOLESALE POWER AGREEMENT” contingent upon City Attorney approval. Aye: Riordan, Francis, and Schwalbach. Nay: None. Motion carried 3 – 0

New CMPAS CEO Announcement

The CMPAS Board announced hiring Jay Anderson, MBA, as the agency’s new Chief Executive Officer.

Unused Load Management System Equipment

Sykora explained the load management system the City used to limit air conditioning loads was abandoned in 2016-2017 and is becoming obsolete. There is less time to purchase peak/off-peak power due to steady use. Sykora said that electricians are currently bypassing the equipment that is placed on homes and inquired if the City should remove the old equipment. The Commission agreed to pay electrician costs to remove the old equipment if the City portion fails noting the customer is responsible for anything beyond the City equipment box. Staff will advise electricians to bypass the equipment but to leave it in place.

Online Electric Rebate Portal

Sykora said the online rebate portal is up and running. Customers can submit their claims online themselves or through a Market Actor. All items must be submitted at once. Notification was sent in utility bills earlier this year. Commission discussed the site security and staff will follow up.

Transmission Line Update

Sykora noted the Transmission Line Project is in the final stages of design. They are still waiting on the railroad easement access. Staff continues to work with DGR and the railroad for needed permits. Sykora added that the project may not be completed in 2021 due to price increases and time frames to obtain materials.

Fuel Tank Update

Sykora will have the bid proposal for next month’s meeting. Lead times on a replacement tank are unknown. The current tank has been tested and could last another 5 years if needed but is out of compliance with MPCA. CAT will test the fuel reserves before filling.

Other Electric Items

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

Sykora is working with the developer at 1955 1st Ave on their apartment conversion and is expecting work to begin at Gove Acres.

Sykora briefed the Commission on a quote presented to a potential Car Wash development proposed on Highway 60 N. Infrastructure costs and rate structures were presented in comparison to nearby communities using the current electric rate structure.

REGULAR BILLS

Motion by Francis second by Riordan to approve the Regular Bills. Motion carried 3 – 0.

OLD BUSINESS

Lund expressed his appreciation for the Utility Commission Board and was grateful to see the Wastewater Treatment Plant completion. The Commission thanked Lund for his years of service.

NEW BUSINESS

The next meeting was set for May 26th at 10:00 in the City Council Chambers.

ADJOURN

Schwalbach adjourned the meeting at 11:28 am

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

**TELECOMMUNICATIONS COMMISSION MEETING
CITY OF WINDOM COMMUNITY CENTER May 5th, 2021**

I. Call Meeting to Order. The meeting was called to order by VP Palm at 6:13 PM

II. Roll Call:

President:	Travis Eichstadt <i>Absent</i>	City Staff:	Steve Nasby
V President:	JD Palm	City Staff:	Jeff Dahna
Secretary:	Mike Schowalter <i>Absent</i>	Council Liaison:	Jayesun Sherman
Commissioner:	Josh Peterson	Council Liaison:	Marv Grunig
Commissioner:	Dirk Abraham	Media:	Dirk Abraham
Media:	Rahn Larson <i>Absent</i>	Others Present:	-

III. Approval of Minutes from March 30th, 2021 meeting

**Motion by Abraham, to approve minutes from the March 30th, 2021 meeting.
Seconded by Peterson. Motion approves 3 to 0.**

IV. Project Updates: Dahna reports:

- Staff continues to work on the migration of Central Office (CO) Customer Serving Area (CSA) subscribers to E7-2 system.

- Outside Plant (OSP) Expansion – Co Rd 13/17 Telecom installation project. As time allows, Telecom staff will be splicing fiber optic cables in the PON Peds and handholes as weather allows.

Staff is working with Electrical Dept to install new fiber optic cable services to the Guardian Inn project. Windomnet services will be available to each of the three buildings. See packet.

Staff placed fiber optic distribution cable along HWY 71 N utilizing CATV distribution duct for new service to residence.

V. Manager's Report: Dahna Reports:

- COVID-19 Impact on Telecom Dept. Telecom staff have received COVID Vaccines.
- Telecom Dept staffing change. Working shorthanded.
- Reviewed the trial cost WiFi 6 units.

Calix Only Smart Home and Business Evaluation Agreement Term 45 days
GigaSpire units Price \$149.25 Qty 3 Ext. Price \$447.75

EXOS Term License - Annual Term License included for the duration of the evaluation. EXOS Term License – Annual Term. License minimum 50 @ \$10.50 ea., \$525 per year.

Commission consensus is to purchase the trial GigaSpire package.

VI. New Business:

-Personnel – Telecom Dept Outside Plant Technician resigned effective April 22st, 2021. 16 years of service. Move Cable Tech to Outside Plant Tech position. Succession planning for future retirement. Bring in contractor, hire to fill Telecom Worker /Installer position.

Motion by Peterson, seconded by Abraham, to fill the positions and advertise internal and external posting for Telecom Installer and Outside Plant Technician positions. Motion approved 3 – 0.

VII. Old Business:

- FCC Designates '988' as 3-digit number for National Suicide Prevention Lifeline. Telco Switch Translations will be done in a week or two for the FCC requirement.
- STIR/SHAKEN- working with regulatory body for FCC requirements.
- Video Service – Finalizing Southern FiberNet (SFN) contract and channel lineup.
- Looking at having three channel tiers: Basic, Expanded Basic, TBD, and Premium Add on. Working on the Basic local channels package to add to the two.
- Sioux Fall Designated Market Area (DMA) availability on SFN to Windomnet subscribers. The price cost to us would be \$5 per subscriber.
- SFN has completed Amazon Fire testing and will be another device, like Roku Ultra, for SW Stream App with SFN player.
- Working with Network Engineer for video feed network design options between COWT and SMBS networks.
- SFN is looking place a redundant video feed to SMBS network.
- Securing vendor sources for Roku Ultra streaming media player.
- Compiling a list of customers to assist with testing phase.
- Targeting subs with set top boxes will be the first phase for Stream.
- Video/Internet rates Work Group project.

VIII. Commissioner's concerns and questions: Commissioners discuss RDOF FCC auction, HD channel impacts, Electrical Dept work on the east side of town and meeting attendance. Dahna will contact commissioner and discuss options.

IX. Set Next Telecom meeting: May 24th, 2021 at 6:00 PM at the Community Center.

X. Adjourn: Meeting adjourned by unanimous consent at 7:36 PM.

Palm, Telecom Committee Vice President

XXXX, Telecom Committee Secretary

Attest: _____
Jeff Dahna, Telecom General Manager

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
MAY 10, 2021

1. Call to Order: The meeting was called to order by President Clerc at 12:00 p.m.

2. Roll Call & Guest Introductions:

EDA Commissioners: Rick Clerc, Linda Sandberg, Nancy Wepplo, Marv Grunig and James Nelson.

Also Present: EDA Staff – Drew Hage, EDA Executive Director, and Mary Hensen, Admin. Asst.;
City Administrator Steve Nasby; Cottonwood County Liaison Kevin Stevens; and
Rahn Larson (Citizen).

3. Approval of Minutes: April 12, 2021:

Motion by Commissioner Sandberg, seconded by Commissioner Wepplo, to approve the Minutes of the EDA Meeting held on April 12, 2021. Motion carried 5-0.

4. TIF 1-20 – New Vision - First Avenue Property: Director Hage updated the Board that LA Motorsports has paid to add plexiglass to a majority of the windows and is working on the windows on the north side, fixing the glass block, and touching up the paint. LA Motorsports is following through on building maintenance for the elevator prior to their proposed purchase of the property. Following actions to make sure the building is sealed to slow further decay, the City will be asked to approve the proposed sale of the property from New Vision to the owners of LA Motorsports.

5. Commercial Rehab Loan

A. Application – 344 10th Street & 350 10th Street: Director Hage advised that Mari and Andy Harries are the owners of property at 344 and 350 Tenth Street which houses the River City Eatery. They have submitted an Application for a Commercial Rehab Loan to re-do the roof on one building and a portion of the other building to prevent water leaks and further damage to the building. They have received an estimate of \$26,750 for the project costs. They would be providing \$16,750 and are requesting a \$10,000 commercial rehab loan (\$5,000 forgivable portion and \$5,000 repayable portion). Director Hage reported that the application is complete and the proposed project is an eligible project for this program.

Motion by Commissioner Grunig, seconded by Commissioner Sandberg, approving the application submitted by Mari and Andy Harries for a commercial rehab loan of \$10,000 (\$5,000 forgivable and \$5,000 repayable) for the proposed roofing project at 344 Tenth Street and 350 Tenth Street. Motion carried 5-0.

6. Small Cities Residential Rehab Program

A. Contract Extension: Director Hage reported that the Grant Contract between DEED and the City of Windom is set to expire on September 30, 2021. The grant award was in the amount of \$364,000. The total of project expenditures was \$94,111.48 as of March 1, 2021. There are currently several projects in process. However, they are running into delays because of contractors' schedules and material supplies. In addition, the Contract between the Southwest Minnesota Housing Partnership and the City of Windom for administration of the project by the Partnership is scheduled to terminate on September 30, 2021.

The EDA has contacted the DEED Rep. for our area to inquire about the possibility of extending the SCDP Grant Agreement beyond September 30, 2021, because COVID has impacted project timelines and availability of construction materials. The Rep. has provided a request form. The determination on this extension will be made by the DEED. Director Hage is proposing a request to extend the completion date for the program for one year. There was some discussion concerning additional

promotion of the program including promotional materials in Spanish. It was the consensus of the Board to submit the request for an extension of the program expiration date until September 30, 2022.

7. EDA Spec Building

A. Apartment Project Update: Director Hage updated the Board that the Developer is still working on financing for the 84-unit market rate apartment project. He advised that the Board needed to go into closed session to further discuss the status of financing of the property purchase and the project.

B. Closed Session – Land Negotiations

1) Parcel: 258390075

Motion by Commissioner Sandberg, seconded by Commissioner Grunig, to go into Closed Session. Motion carried 5-0.

President Clerc closed the meeting to the public at 12:12 p.m. Present for the closed session were Commissioners Nelson, Grunig, Clerc, Sandberg, and Wepplo; Director Hage, City Admin. Nasby, Liaison Stevens, and Admin. Asst. Hensen to discuss land negotiations on the Spec Building property.

Motion by Commissioner Grunig, seconded by Commissioner Sandberg, to come out of closed session and authorize the EDA President to reopen the meeting to the public. Motion carried 5-0.

President Clerc reopened the meeting to the public at 12:32 p.m.

Director Hage provided a recap of the closed session. He advised that the EDA Board went into closed session to discuss the land negotiations with the Developer. The Developer is still working on financing. The EDA Board would like to see action on the project and will work with HyLife to see what can be done to move the project forward.

8. DEED Redevelopment Grant

A. Grant Agreement – City: Director Hage reported that the City Attorney has reviewed the proposed Grant Contract Agreement between DEED and the City and has recommended no changes to the Agreement. The City Council can accept the grant (\$424,905 for demolition on the Cemstone property) and then determine the timeline for the project. City Admin. Nasby advised that the grant money is paid out through draw requests. The deadline for the demolition to be completed and the infrastructure to be installed on the Cemstone property is June 30, 2024. Otherwise the grant from DEED will lapse.

Director Hage briefly updated the Board on the potential first phase for the project. The Committee (Mayor Jones, City Admin. Nasby, Councilmember Grunig, and Director Hage) will be meeting, then talking with the EDA Board regarding parameters, and then meeting with Cemstone. DEED wants the City to take action to accept the grant and execute the grant agreement. These actions items will be on the next City Council Agenda.

B. Closed Session – Land Negotiations

1) Parcels: 25-025-0200 & 25-025-0201: There was no closed session.

9. Highway 60: 3-Lane Concept Plus Right Turn Lanes: Director Hage updated the Board that representatives from MnDOT attended the May 4th City Council Meeting. The City Council and MnDOT agreed to a 3-lane concept with right turn lanes on Highway 60 beginning south of the Des Moines River Bridge to the Highway 60/71 Intersection. Designs are being developed. Kwik Trip is supportive of the 3-lane concept. Their engineers are sharing information with MnDOT to prepare a striping plan. The distance from 3rd Street to the Kwik Trip entrance from Highway 60 is the required distance for the left-turn lane.

MnDOT is proposing a right-in and right-out only access for 3rd Street (the access to Subway, Godfather's, and the homes in that area). MnDOT's plan is that vehicles accessing Highway 60 from 3rd Street will use the turn lane into 1st Avenue South and Kwik Trip for a u-turn. Drivers going north on Highway 60, who want to go to Godfather's or Subway, will need to turn off the highway at Cindy Street and then turn onto the frontage road (3rd Avenue).

Director Hage advised that he has discussed this access change with the owners of Godfather's Pizza and Subway. They are not supportive of the right-in-right-out concept. One of the owners shared that convenience drives people to his business and other fast food locations, and the right-in-right-out concept will hurt this location and his business.

Director Hage has requested that MnDOT add signage in the MnDOT R-O-W along Highway 60 South of Windom, since MnDOT is changing the access to these businesses and also redirecting access from the south. This signage could be similar to the signs on I-90 which highlight available restaurants at an exit. The differences would be that the sign would identify the Highway 60/71 Intersection (Cindy Street) and list Subway and Godfathers on the sign. Hardees and Kwik Trip could also be on the sign.

Director Hage indicated that if that type of sign is not an option, he has asked MnDOT to consider waiving its requirement for a 200-foot setback from a church for a billboard. Previously he discussed a billboard in this area, but MnDOT would not waive the requirement. The Baptist Church did write a letter stating no opposition to the project. There was a brief discussion concerning the options.

10. New City Street: East Highway 60: Director Hage recapped that the EDA has been working on various development options for the East Highway 60 Development between Runnings and Windom Wash since 2016. The EDA applied for a TED Grant through DEED, but the application was not funded. Several businesses have proposed projects in this area. However a city street is needed to develop the property. The City Council and MnDOT agreed to a new city street adjacent to Dollar General. This new city street will utilize the existing Dollar General access. The city street will also provide access for a new car wash. Director Hage displayed an aerial showing a draft layout of the proposed new street.

MnDOT is requiring a right turn lane to access the new city street. MnDOT has agreed to pay for 100% of the costs of the actual turn lane construction if the City agrees to construct a city street for access to Dollar General, the proposed car wash, and other businesses. The estimated costs for construction of the turn lane are \$237,458. The City is responsible for the surveying, engineering, and management of the project which includes the turn lane and side street.

The estimated City's share for the project (construction of the City street) is \$181,000. A 40-foot easement from Scott Veenker and a 20-foot easement from the owner of the Dollar General property are needed to provide sufficient area for the city street right-of-way. Director Hage indicated that the new city street would not need to be paved until the next Street Project.

The cost of engineering for the new city street is estimated at \$44,000 and is included in the City's share. The engineering for the turn lane is estimated at \$47,000 and is not included in the City's share of \$181,000. The City's share could total as much as \$228,000. The City Council will be reviewing a proposed engineering agreement with DGR at the Council's May 18th Meeting.

11. New Business: None.
12. Unfinished Business: In response to a question from President Clerc, Director Hage provided a brief update regarding the Shopko property which the property owner would prefer to lease.

13. Miscellaneous Information

A. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the March 2021 financial reports submitted by Van Binsbergen & Associates.

14. Adjourn: On consensus, President Clerc adjourned the meeting at 12:56 p.m.

Attest: _____
Drew Hage, EDA Executive Director

Nancy Wepplo, EDA Secretary

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
MAY 11, 2021**

1. Call to Order: The meeting was called to order by Chairperson Wahl at 7:03 p.m.

2. Roll Call & Guest Introductions:

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

Also Present: B&Z Staff: Zoning Admin. Andy Spielman and Admin. Asst. Mary Hensen.

3. Approval of Minutes: April 13, 2021

Motion by Commissioner Johnson, seconded by Commissioner Pletcher, to approve the Planning Commission Minutes for the Meeting held on April 13, 2021. Motion carried 5-0.

4. Floodplain Management – Chapter 153

A. Review of Proposed DNR Revisions: Zoning Admin. Spielman advised that DNR and FEMA have updated the Cottonwood County Floodplain Map. They have provided digitized maps of the City of Windom based on Lidar mapping. However, the maps for Windom are not new maps. These maps provide a more detailed look at the actual ground elevations and are in digital format. The City worked with SEH as an intermediary with FEMA on the digital mapping. The new maps will become effective in September. DNR has sent a proposed update to Windom's ordinance (Floodplain Chapter of the City Code). The City will need to update its floodplain management ordinance to reference the new maps and also to include updates required by DNR. The Commissioners received a copy of the current ordinance showing highlighted language that DNR is proposing and additional changes the City is proposing on the processing of applications to correspond with other sections of City Code. He advised that the permitted uses and conditional uses in the floodway and flood fringe areas are the same as in the current code. The terminology "regional flood" has been changed to "base flood". He briefly highlighted proposed changes in the code language.

Zoning Admin. Spielman advised that DNR has requested that they be provided with a copy of the City's proposed ordinance highlighting any changes before June 24th. This highlighted copy (which was reviewed by the Planning Commission) will be sent to the DNR rep. for his review. After his review, a final draft will be provided to the Planning Commission for review. Then a proposed Ordinance will be provided to the City Council for review and adoption. This process needs to be completed before September.

5. Land Use Code Update

A. Council Update –Selection of Consultant: Zoning Admin. Spielman recapped that, based on the Planning Commission's recommendation, the City Council retained Bolton & Menk to assist the City with review of our existing Land Use Code and propose updates to the Code.

B. Review Proposed Scope of Work: Zoning Admin. Spielman advised that the goal at this meeting is to narrow the focus to specific areas of the Land Use Code to determine the scope of work for review by the consultant. He provided a preliminary list of specific topics for review and provided an overview of the reasoning for these suggested topics. He requested that the Commissioners provide comments concerning any additional topics in the land use code they feel should be reviewed—either at this meeting or by contacting him by e-mail or phone. He will be providing this list to Bolton & Menk. Hopefully in June, Rose from Bolton & Menk will be present for the kickoff meeting. There was a brief discussion concerning the proposed in-person meetings with Bolton & Menk and whether comparisons would be made between our code and the land use code for cities of similar size. (Commissioner Johnson left the meeting on a fire call.)

6. Other Business/Reports: None.

7. Unfinished Business – Council Update

A. Approval of Final Plat of Kwik Trip 1147: Zoning Admin. Spielman reported that on April 20th the City Council approved the Final Plat of Kwik Trip 1147. The City officials are waiting for Kwik Trip to close on the purchase of the property before signing the Final Plat.

In answer to a question, Zoning Admin. Spielman briefly updated the Commissioners on the proposed accesses to the property. MnDOT has proposed re-striping the traffic lanes south of the Highway 60/71 bridge to the south junction of Highways 60 and 71. This re-striping would include one lane of traffic each way and turn lanes which MnDOT refers to as a “3-lane concept”. The City Council approved this concept and MnDOT and Kwik Trip are working on the engineering for the re-striping. Zoning Admin. Spielman advised that Kwik Trip changed the proposed location of the store on the property to correspond with MnDOT’s request. At this point, both the Highway 60 and Highway 71 accesses will remain open. However, MnDOT has said that if there is an uptick in accidents, they might close the Highway 71 access.

8. New Business: None.
9. Planning Commission Comments, Concerns, Suggestions: None.
10. Adjourn: On consensus, Chairperson Wahl adjourned the meeting at 7:40 p.m.

Marilyn Wahl, Chairperson

Attest: _____
Andy Spielman, Zoning Administrator

Windom Library Board Meeting

City of Windom Council Chamber

May 11, 2021

5:30 p.m.

1. Call to order: The meeting was called to order by John Duscher.

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

Guest: Wade Pfeiffer

Members Absent: None

Library Staff Present: Dawn Aamot

City Council Member Present: Jaysun Sherman

3. Agenda and Minutes:

Motion by Sue Ebeling and seconded by Anita Winkel to approve the agenda and the minutes.

4. Financial Report:

Dawn reviewed the April financial report. Motion by Kari Scheitel and seconded by Kathy Hiley to approve the May financial report.

5. Librarian's Report:

Dawn reported the following:

The staff has been weeding the Adult non-fiction books to make more room. These books will be offered as a Pop-Up sale in the library and what is left will go into boxes to be sent to Better World Books. They are shipped when the minimum requirement for boxes is reached. Better World Books will first try and sell them. After that, they are sent to 3rd world countries or discarded. If there are proceeds from the sale of books, those proceeds will go to the Friends of the Windom Library. There have been no proceeds so far from the first shipment to them.

The Summer Reading program has a full color page in the Summer Community Ed Book. Nancy is sending letters to the area daycare providers about the summer reading program and Page Turners. Summer reading program flyers will be sent home with K-5th grade students. A program for the Tweens is being developed.

Drew Hage arranged a Zoom meeting between Dawn and 35 new Spanish speaking employees at HyLife Foods. Ruth, HyLife's, HR director interpreted for Dawn. Dawn highlighted services at the library that would be available to them such as computer terminals, Wi-Fi and printing. These services are available without a library card. They will need proof of residency to get a library card. Dawn told Ruth to please let her know if there was anything else the library could do. Nancy suggested that a program called "Conversation Partners" be set up. This would pair English speaking people with Spanish people. More details to come.

The Windom Chamber of Commerce has asked the library to partner with them and present an outdoor movie on July 15 as part of their Thursday Fun Night promotion. Plum Creek has an inflatable movie screen available, but our library would need to obtain licensing to show movies. Dawn will look into getting a single use license.

With funds provided by the Windom Friends of the Library, Make & Take projects have been purchased.

Lana the Iguana was introduced and can be spotted in different business locations this summer.

Dan Fossing has confirmed what is to be ordered for shelving and will keep Dawn updated on the order status. The old shelving has been offered to other city departments.

Librarian's Report was approved on a motion by Sue Ebeling and seconded by Steve Fresk.

6. Old Business:

No plans of yet have been made for the library to participate at the Cottonwood County Fair in August. Dawn will investigate entertainers and welcomes ideas as they are hard to find and schedule. There are Legacy Funds available for this and would be cooped with the Mountain Lake Library.

7. New Business:

None

8. Book Suggestions:

9. Adjourn:

Meeting adjourned at 5:51 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

Community Center Commission Minutes
Tuesday May 11, 2021

1. Call to Order: The meeting was called to order by President Mitch Voehl at 5:35p.m.

2. Roll Call:

President:	Mitch Voehl
CC Director:	Spencer Winzenried
Commission Members:	Linda Stuckenbroker
	Al Baloun-Absent
	Lenny Thiner
	Virgil Meier
Commission Liaisons:	James Nelson
City Administrator:	Steve Nasby-Absent
Public:	

3. Approval of Minutes:

Motion by Virgil Meier, seconded by Lenny Thiner to approve the April 13, 2021 Community Center Commission Minutes. Motion carried 4-0.

4. Additions to the agenda:

Survey's were all top notch. Everyone loved their experience here!

5. President's Report:

Nothing to report

6. Director's Report:

- a. HVAC Quote Review- 10 T is down \$10,000 to fix-\$13,000 to replace. Quotes were received from Elite and Schwalbach. **Motion by Linda Stuckenbroker, seconded by Virgil Meier to have WCC Director, Spencer Winzenried replace the unit and negotiate the best option of 2 quotes. Motion carried 4-0.**
- b. Concert Pricing- WCC Director Spencer Winzenried presented a concert package of \$375.00. **Motion by Virgil Meier, seconded by Lenny Thiner to accept the concert package as written. Motion carried 4-0.**

7. Resource Management:

Schedule of Events: Was Reviewed
Income & Expense: Looks good

8. Miscellaneous:

WCC Commission discussed the need for a parking lot fence between the Community Center and the new apartments to the south. Concerns about late night events at the Community Center disturbing the tenants in the apartments were brought up.

9. Open Forum:

10. Next Meeting:

Tuesday June 8, 2021 @ 5:30 pm

Adjourn:

Motion by Virgil Meier, seconded by Lenny Thiner, to adjourn the meeting at 7:30 pm. Motion carried 4-0.

Mitch Voehl, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____
Spencer Winzenried, WCC Director

Windom Park & Recreation Commission

Minutes for Wednesday, May 12, 2021

Kastle Kingdom

Roll Call:

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

Absent: Josh Schunk, Jackie Schmidt, Ron Kuecker,

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

Public Present: Marv Grunig, Zach Paulson

1. **Call the Meeting to Order at 5:30 p.m.** Call the Meeting to Order. Meeting was called to order at 5:40pm by Jason Kloss. Motion to Approve or amend agenda.
2. **Motion to Approve or amend agenda.** Motion by Bryan Joyce to Approve the Agenda as is. Second by Jackie Jurgens. Motion carried.
3. **Approve Minutes from the April 21 meeting.** Approve Minutes or amend from the April 21st, 2021 meeting. Motion to approve the minutes from April 21st made by Joyce and second by Jurgens. Motion passed by unanimous consent.
4. **Marv Grunig presentation for a veteran's memorial in Lomen Park.** Marv Grunig, a member of the Windom City Council was present to give a presentation for a veteran's memorial in Lomen Park. Marv said that this vision came from the city council strategic planning meeting. Strategic planning meeting were organized to see where the city council would like to see Windom in the next 5-10 years. Marv said he started to think about this vision when the new Fire Hall was being built and there was talk of moving the cannon at the Windom Rec Area and build new tennis courts to replace the ones that were previously at Ken Witt Park. Marv Drove to Mankato and by Mapleton one day and saw a veteran's memorial which sparked his interest in the project as Windom doesn't have anything like this. Marv started to research these memorials and discovered that MNDOT helped with these memorials. Marv then proceeded to present his idea to the strategic planning committee and it was well received by the committee. Marv stated that Windom is lacking a memorial for veterans. Marv also said that this is just a vision at this point but would like to start with the acceptance from the park and rec commission to move forward. If there is interest he said that since he is on the city council that he is not able to solicit funds for the project. Marv would seek the help and interest from other groups to be involved in the process.
Marv is asking for the approval to continue to pursue the idea to put a veteran's memorial in Lomen Park. Jackie Jurgens asked if any names would be on the memorial. Marv said that there would not be any names and that this would just recognize the different branches. Marv also stated that the EDA is interested in selling Lomen Park for development and would like to see a memorial in the park along the highway. A motion to approve the vision to pursue a veteran's memorial in Lomen Park was made by Joyce and a second by Jess Smith. Jackie mentioned that there is already a memorial at the cemetery and that even though she likes the idea she thinks it's a duplicate of what they already have and doesn't see the need. Jenny Quade also mentioned that the Dinosaur in Lomen Park is going to be removed. No further discussion and the motion passed.
5. **Rec Area Field Usage.**

- a) Conflicts with Scheduling. Zach Paulson was present at the meeting to discuss the conflicts that the Men's and Co-Ed softball teams are having up at the rec area for their leagues. Zach stated that this is his second year running the leagues and the leagues have been around a long time. Zach would like to continue to see the leagues be successful in Windom as his grandpa played in the league when they first were started and wants to continue the tradition. Zach said that the games are supposed to start at 7:00pm on Monday and Wednesday nights but due to the girls' softball games there are times they do not get started until 8:30 or 9:00pm. Zach said there are families that come from out of town and have to travel, line up babysitters and also have to work the next day and sometimes they aren't done playing until after midnight because of this. A discussion from the commission was the possibility of moving the mites baseball program to island park to help free up some field space. Tim stated that would be an option to free up fields. Brian Cooley said that there are some safety issues with the fencing at field at Island Park and is trying to see how he can get those repaired. Costs are extremely high and he does not have money in his budget to make those repairs. Further discussion was made about communication on the field schedules so that each group knows who is playing on what field and schedules can be adjusted accordingly. Tim said that he has a full schedule of the games at the Rec Area and send that to Zach and Jess. Zach said he understands that it's about the kids and having programs for them and is fully supportive of that but would like to see some cooperation from all groups. Tim also said that he will have to full schedule on the City of Windom website for all groups to reference.
- b) Cost of Prepping fields. Brian Cooley said that the cost to prep fields extremely expensive and he had concerns that his staff is doing a majority of prep work for the girls' softball league and that group doesn't pay anything to the city for the use or prep work on the fields. Other users pay fees to play which help cover the costs of electric and prep. The money for registration goes into the city general fund and all costs come out of Brian's budget. Commission recommends to Brian ask for additional funds for his budget to cover the costs.

6. Kayak Launch Update

- a) Update from Drew with EDA. Drew was not able to attend the meeting but Tim gave a brief update on the status of the kayak launch. Tim said that he met with Drew and Drew said that Brady Haugen designed the kayak launch and is working with Dick's Welding to get it constructed. After that work is completed they will be putting the launch in with the assistance of Scott Veenker. The project is moving forward and should be completed soon. The Commission would like another update at the next meeting.

7. Recreation Director report:

- a) Expansion Joint Repaired and Boards are back in. Money Going to hockey association. Tim said that the expansion joint project at the arena has been completed. The remaining money that was left from the settlement with MN Ice would be sent to the hockey association for their help completing the project.
- b) Arena Roofing Update. Tim said the contractor is still waiting for the steel to come in due to the shortage of material and it is expected later in the week and the project should be starting soon. Work will have to be scheduled around horse shows and other events at the arena.
- c) Starting to get things ready for first horse show May 27th. Tim said that the clay base for the footing was hauled in the arena and they are working on getting things ready for the first horse show Memorial Day weekend.

- d) Cleaning Pool and making repairs to doors. Tim said staff is starting to get the pool cleaned up and there are still some repairs to be done with the doors at the pool. Last year new doors were ordered but they do not fit because the building has shifted and the steel frames around the doors need to now be replaced. Tim is working with local contractors to replace the steel frames and then install the new doors. Tim also mentioned that there will be some additional repairs done in the bathrooms.

8. Park Superintendent Report:

- a) Tour of Kastle Kingdom maintenance problems and discussion regarding repairs or replacement costs. The commission took a tour of the park as Brian Cooley addressed concerns about the condition of the equipment. The park has been there for over 20 years and has been well maintained but the wood is rotting and deteriorating. The playground equipment is becoming unsafe for kids to play on. Commission agrees that the park is in rough shape and a plan needs to be in place for future replacement.
- b) Dog park update. Brian met with Joanne Kaiser and said the dog park signs look really nice and that she will continue to have the signs made so they are done how they would like them. Brian also mentioned how much use the dog park is getting.
- c) City Parks update. Brian spoke about his staff and all of the work they are doing in the parks. Brian said the Mason is his main parks employee and that he has a full schedule each day getting parks ready and working on the ball fields and it makes it hard for him to be able to do other maintenance in the parks. Brian also said that he usually has to have his street department staff help with park maintenance. Brian said that the roof at cottonwood lake bath house is being replaced. Brian bought the materials last year and said he is lucky he did because with the price of materials now they would not have been able to replace it. Brian said that during this construction on the roof the department notice they are missing a lot of tools. Brian will be reaching out to other departments to see if they have them to be returned. Brian also mentioned that the campground at island park is open but is having some electrical work done. There are only 30amp breakers currently at the campground and 50amp breakers will be installed. Money came in from FEMA to cover the costs of these repairs. The campground will also be reduced to 4 spaces instead of ten due the amount of room at the campground and to help comply with the health department. Brian said that the men's bathroom at island park will be open but is still waiting on a few repairs. The baseball association will be taking over the use of the bathrooms when repairs are completed and will help with the costs of the repairs. Brian said the cost of materials has set back the shelter project at Island Park and that he may need to repair the existing bathroom by that shelter until a new shelter can be built. Bryan Joyce recommended that Brian still obtain quotes for the new shelter so they are aware of the prices and have something to compare them to.

9. Old Business: None

10. New Business: None

- 11. **Open Mike:** Jackie Jurgens said that Riverfest is giving up the use of Island Park for the Hairball concert as they had reserved all parks for Riverfest. Riverfest did not have anything planned down at Island Park this year. Jackie also said that fireworks will be from 10:00-10:15 pm this year because of the daylight hours and would like a motion to extend the park hours on Friday June 11th in Tegels Park. Bryan Joyce made a motion to extend the hours in Tegels Park on Friday June 11th for the fireworks and it was second by Jess Smith.

Brian Cooley also stated the there will be a pickleball tournament during Riverfest and that he will be taping lines down on the second court and not painting anything for that one day of use.

12. Adjourn meeting. Meeting was adjourned by unanimous consent at 6:55pm



Windom, MN

Expense Approval Report

By Fund

Payment Dates 5/1/2021 - 5/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41110 - Mayor & Council					
QUICK PRINT	2191	04/28/2021	CITY HALL/SUPPLIES	100-41110-200	688.39
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	100-41110-326	16.02
SCHRAMEL LAW OFFICE	APRIL 2021	05/11/2021	LEGAL FEES	100-41110-304	825.00
WINDOM COMMUNITY CENT	RENTAL 5/31/21 PROGRAM	05/06/2021	AMERICAN LEGION/MISC	100-41110-480	245.00
MCMA	5/1/21-4/30/22	05/11/2021	RENEWAL/DUES	100-41110-433	148.64
Activity 41110 - Mayor & Council Total:					1,923.05
Activity: 41310 - Administration					
INDOFF, INC	3466383	05/03/2021	CITY OFFICE/SUPPLIES	100-41310-200	80.96
PUBLIC EMPLOYEES RETIREM	149375	05/07/2021	LATE FEE ON PAYROLL 4/9/21	100-41310-217	46.70
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	100-41310-217	110.92
Activity 41310 - Administration Total:					238.58
Activity: 41910 - Building & Zoning					
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	100-41910-443	426.23
WEX BANK	71591943	05/07/2021	FUEL - P/Z	100-41910-212	77.90
SCHRAMEL LAW OFFICE	APRIL 2021	05/11/2021	LEGAL FEES	100-41910-304	480.00
Activity 41910 - Building & Zoning Total:					984.13
Activity: 41940 - City Hall					
AMAZON CAPITAL SERVICES, I	1NCL-DDCG-XP4W	05/04/2021	A2Q0YJ8ZNZN2YT /CITY OF	100-41940-211	264.86
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	100-41940-383	392.74
SANDRA HERDER	APRIL 2021	05/03/2021	CLEANING CITY HALL/LIBRARY	100-41940-406	448.50
MELISSA PENAS	APRIL 2021	05/03/2021	CLEANING CITY HALL/LIBRARY	100-41940-406	448.50
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-820-1530	100-41940-460	100.00
Activity 41940 - City Hall Total:					1,654.60
Activity: 42120 - Crime Control					
QUICK PRINT	21220	04/29/2021	POLICE/PRINTING	100-42120-350	87.35
TACTICAL SOLUTIONS	8362	05/04/2021	POLICE/RADIO UNITS	100-42120-323	254.00
INDOFF, INC	3465240	04/29/2021	POLICE/SUPPLIES	100-42120-200	35.84
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-42120-480	207.82
WEX BANK	71591943	05/07/2021	FUEL - POLICE	100-42120-212	1,517.77
WEX BANK	71591943	05/07/2021	FUEL CREDIT - POLICE	100-42120-212	-22.87
ALPHA WIRELESS - MANKATO	11525	05/07/2021	POLICE/RADIO UNITS	100-42120-323	108.00
LEASE FINANCE PARTNERS	3250 04/20/21	05/03/2021	FLEET # 3250 LEASE EQUIPME	100-42120-326	560.70
SCHRAMEL LAW OFFICE	APRIL 2021	05/11/2021	LEGAL FEES	100-42120-304	255.00
TRACY AMBULANCE SERVICE	086	05/03/2021	EMR REFESHER POLICE TRAIN	100-42120-308	400.00
Activity 42120 - Crime Control Total:					3,403.61
Activity: 42220 - Fire Fighting					
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	100-42220-215	57.15
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	100-42220-215	317.07
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	100-42220-405	19.82
MN FIRE SERVICE CERTIFICATI	8723	04/29/2021	FIRE TRAINING & REGISTRATI	100-42220-308	25.00
MN FIRE SERVICE CERTIFICATI	8729	04/29/2021	FIRE TRAINING & REGISTRATI	100-42220-308	25.00
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-42220-200	4.99
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-42220-404	9.98
WINDOM AUTO VALU	APRIL 2021	05/05/2021	MAINTENANCE-3400540	100-42220-405	23.98
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-42220-405	4.99
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-42220-406	124.19
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	100-42220-383	349.36
WINDOM FARM SERVICE	20210430	05/07/2021	FIRE/MAINTENANCE/VEHICLE	100-42220-405	228.98
WEX BANK	71591943	05/07/2021	GAS	100-42220-212	296.99
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	100-42220-217	64.71

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	100-42220-404	40.39
				Activity 42220 - Fire Fighting Total:	1,592.60
Activity: 43100 - Streets					
SEED CENTER	9696	05/11/2021	STREET/MAINTENANCE - GRO	100-43100-406	100.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	100-43100-404	671.41
MN MUNICIPAL UTILITIES ASS	57310	04/26/2021	STREET-OPERATING SUPPLIES	100-43100-217	37.50
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-43100-401	116.91
WINDOM AUTO VALU	APRIL 2021	05/05/2021	MAINTENANCE-3400540	100-43100-405	14.48
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	100-43100-383	443.02
WINDOM TOWING LLC	13022	05/05/2021	PAY LOADER #47 STREET-MAI	100-43100-404	86.50
WEX BANK	71591943	05/07/2021	FUEL - STREET CREDIT	100-43100-212	-35.77
WEX BANK	71591943	05/07/2021	FUEL - STREET	100-43100-212	486.07
SMITH AUTO SUPPLY - CARQU	APRIL 2021	05/11/2021	MAINTENANCE 91380	100-43100-241	13.66
SMITH AUTO SUPPLY - CARQU	APRIL 2021	05/11/2021	MAINTENANCE 91380	100-43100-404	18.08
DICKS WELDING INC	70435-70330	05/11/2021	STREET/MAINTENANCE	100-43100-404	17.55
DICKS WELDING INC	70435-70330	05/11/2021	STREET/MAINTENANCE	100-43100-404	11.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-177-0065	100-43100-460	100.00
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	100-43100-217	64.70
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	100-43100-215	98.97
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	100-43100-404	22.59
				Activity 43100 - Streets Total:	2,266.67
Activity: 45120 - Recreation					
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	100-45120-217	13.87
				Activity 45120 - Recreation Total:	13.87
Activity: 45202 - Park Areas					
COLE PAPERS INC.	9975519	04/27/2021	STREET-CLEANING/SUPPLIES	100-45202-211	84.03
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	100-45202-402	440.30
COLE PAPERS INC.	2021/4/22 9973281	05/11/2021	WCC & PARKS/CLEANING/SUP	100-45202-211	339.62
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-45202-211	30.76
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-45202-217	34.95
WINDOM AUTO VALU	APRIL 2021	05/05/2021	MAINTENANCE-3400540	100-45202-405	31.06
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	100-45202-406	153.19
WEX BANK	71591943	05/07/2021	GAS	100-45202-212	572.38
COLE PAPERS INC.	9964573	05/06/2021	STREET/MAINTENANCE - GRO	100-45202-406	549.16
SEED CENTER	9803	05/11/2021	STREET/MAINTENANCE - GRO	100-45202-406	200.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-357-0300	100-45202-460	76.00
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	100-45202-216	34.95
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	100-45202-406	148.51
				Activity 45202 - Park Areas Total:	2,694.91
				Fund 100 - GENERAL Total:	14,772.02
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
MICROMARKETING, LLC	843730	05/04/2021	9985-BOOKS/PAMPHLETS	211-45501-435	67.99
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	211-45501-200	8.49
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	211-45501-402	28.98
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	211-45501-433	49.99
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	211-45501-433	24.97
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	211-45501-433	24.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	211-45501-435	93.18
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	211-45501-435	111.03
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	211-45501-435	17.96
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	211-45501-200	14.97
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	211-45501-409	100.04
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	211-45501-383	280.57
PLUM CREEK LIBRARY	IV25632	05/04/2021	LIBRARY-SUPPLIES	211-45501-200	35.00
MELISSA PENAS	APRIL 2021	05/03/2021	CLEANING CITY HALL/LIBRARY	211-45501-402	414.00
SANDRA HERDER	APRIL 2021	05/03/2021	CLEANING CITY HALL/LIBRARY	211-45501-402	414.00
INGRAM INDUSTRIES	05/01/2021	05/11/2021	2004243/LIBRARY	211-45501-435	1,613.88
MOTHER EARTH LIVING	1 YEAR SUBSCRIPT/04012022	05/04/2021	LIBRARY/BOOKS/PAMPHLETS	211-45501-433	17.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-820-1540	211-45501-460	100.00
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	211-45501-217	64.71
				Activity 45501 - Library Total:	3,480.76
				Fund 211 - LIBRARY Total:	3,480.76

Fund: 225 - AIRPORT

Activity: 45127 - Airport

ELITE MECHANICAL SYSTEMS,	8373	05/06/2021	AIRPORT/MAINTENANCE - ST	225-45127-402	1,013.32
SOUTH CENTRAL ELECTRIC	3/31/21	04/28/2021	ELECTRIC	225-45127-381	316.83
SOUTH CENTRAL ELECTRIC	3/31/21	04/28/2021	ELECTRIC	225-45127-381	375.00
SOUTH CENTRAL ELECTRIC	MAY 2021	05/05/2021	ELECTRIC 5/2021	225-45127-381	375.00
SOUTH CENTRAL ELECTRIC	MAY 2021	05/05/2021	ELECTRIC 5/2021	225-45127-381	316.83
RED ROCK RURAL WATER	106026 MAY 3, 2021	05/05/2021	AIRPORT/SUPPLIES	225-45127-200	29.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX - 08-012-0600	225-45127-460	30.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 08-950-0040	225-45127-460	116.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #08-012-0500	225-45127-462	1,146.00
				Activity 45127 - Airport Total:	3,717.98
				Fund 225 - AIRPORT Total:	3,717.98

Fund: 230 - POOL

Activity: 45124 - Pool

MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	230-45124-383	48.09
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	230-45124-217	13.87
				Activity 45124 - Pool Total:	61.96
				Fund 230 - POOL Total:	61.96

Fund: 235 - AMBULANCE

Activity: 42153 - Ambulance

PRAXAIR DISTRIBUTION INC	62159302	05/04/2021	71709956-AMBULANCE/OPER	235-42153-217	324.13
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	235-42153-217	80.12
BOUND TREE MEDICAL, LLC	84031587	04/27/2021	100510-STREET-OPERATING S	235-42153-217	498.95
AT & T MOBILITY	287304392280X05032021	05/11/2021	AMBULANCE/TELEPHONE	235-42153-321	128.20
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	235-42153-406	82.79
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	235-42153-383	232.91
RITA HACKER -CREATIVE DESI	757	04/29/2021	AMBULANCE/UNIFORMS	235-42153-218	474.00
BRITTANY ESPENSON - RIVERS	1260	04/30/2021	AMBULANCE/OPERATING SUP	235-42153-217	210.00
LEWIS FAMILY DRUG, LLC	294538	05/11/2021	ACCT # 105865-3 OPERATING	235-42153-217	4.98
WEX BANK	71591943	05/07/2021	FUEL - AMBULANCE	235-42153-212	2,486.46
WEX BANK	71591943	05/07/2021	FUEL CREDIT - AMBULANCE	235-42153-212	-39.09
WINDOM AREA HEALTH	734-0024-04-0024	05/06/2021	APRIL CHARGES/NURSING	235-42153-312	5,104.29
LANDON JOHNSON	5-02-2021	05/03/2021	AMBULANCE MEALS/LODGIN	235-42153-334	74.74
DAN MESNER	5-02-2021	05/03/2021	AMBULANCE MEALS/LODGIN	235-42153-334	104.27
JODI JOHNSON	5-02-2021	05/03/2021	AMBULANCE MEALS/LODGIN	235-42153-334	45.00
JOHN C NELSON	5-2-2021	05/03/2021	AMBULANCE MEALS/LODGIN	235-42153-334	159.23
KIM POWERS	5-2-2021	05/03/2021	AMBULANCE/MEALS/LODGIN	235-42153-334	79.60
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	235-42153-217	64.71
				Activity 42153 - Ambulance Total:	10,115.29
				Fund 235 - AMBULANCE Total:	10,115.29

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX - 25-839-0075	250-46520-462	11,671.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #25-556-0060	250-46520-462	402.91
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #25-556-0010	250-46520-462	405.15
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-839-0075	250-46520-462	50.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-820-0612	250-46520-462	46.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #25-556-0100	250-46520-462	503.82
SCHRAMMEL LAW OFFICE	APRIL 2021	05/11/2021	LEGAL FEES	250-46520-304	1,560.00
				Activity 46520 - EDA Total:	14,638.88

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Payment Dates: 5/1/2021 - 5/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 49980 - Debt Service					
FULDA CREDIT UNION	MAY 2021	05/11/2021	SPEC BLDG LOAN - MAY	250-49980-602	3,360.00
Activity 49980 - Debt Service Total:					3,360.00
Fund 250 - EDA GENERAL Total:					17,998.88
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
SOUTH CENTRAL ELECTRIC	3/31/21	04/28/2021	ELECTRIC	254-46520-381	120.73
SOUTH CENTRAL ELECTRIC	MAY 2021	05/05/2021	ELECTRIC 5/2021	254-46520-381	120.73
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #25-556-0010	254-46520-462	506.85
Activity 46520 - EDA Total:					748.31
Fund 254 - NORTH IND PARK Total:					748.31
Fund: 255 - EDA GENERAL RLF					
PREFERRED CHOICE HOMES, L	1ST DRAW 5/11/21	05/12/2021	INFRASTRUCTURE ASST PROG	255-12900	30,000.00
					30,000.00
Fund 255 - EDA GENERAL RLF Total:					30,000.00
Fund: 274 - TIF 1-19 NWIP II					
Activity: 46530 - TIF Districts					
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-024-2900	274-46530-462	1,800.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #25-556-0100	274-46530-462	465.18
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #25-556-0060	274-46530-462	210.09
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #25-556-0130	274-46530-462	87.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY TAX #25-556-0070	274-46530-462	56.00
Activity 46530 - TIF Districts Total:					2,618.27
Fund 274 - TIF 1-19 NWIP II Total:					2,618.27
Fund: 308 - 2020 STREET PROJECT					
Activity: 41000 - General Government					
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-822-1070	308-41000-480	113.03
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-025-0500	308-41000-480	2,113.81
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-351-0470	308-41000-480	88.22
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-351-1020	308-41000-480	121.30
Activity 41000 - General Government Total:					2,436.36
Fund 308 - 2020 STREET PROJECT Total:					2,436.36
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
ELITE MECHANICAL SYSTEMS,	7957	05/04/2021	FIRE DEPT. NEW WATER HEAT	401-49950-502	4,868.27
SCHRAMMEL LAW OFFICE	APRIL 2021	05/11/2021	LEGAL FEES	401-49950-506	75.00
Activity 49950 - Capital Outlay Total:					4,943.27
Fund 401 - GENERAL CAPITAL PROJECTS Total:					4,943.27
Fund: 601 - WATER					
Activity: 49400 - Water					
QUICK PRINT	2193	05/03/2021	WATER DEPT/PRINTING	601-49400-350	64.45
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	601-49400-200	135.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	601-49400-322	12.30
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	601-49400-383	483.37
WEX BANK	71591943	05/07/2021	FUEL - WATER	601-49400-212	232.85
RED ROCK RURAL WATER	104328 MAY 3, 2021	05/05/2021	WATER DEPT/OPERATING SUP	601-49400-217	37.50
ADVANTAGE COLLECTION PR	7490237	05/11/2021	UNCOLLECTIBLE	601-49400-432	22.25
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	601-49400-217	64.71
MN State Deferred	2021/4/30	05/11/2021	HEALTH CARE SAVINGS	601-49400-480	9,825.00
Activity 49400 - Water Total:					10,877.43
Fund 601 - WATER Total:					10,877.43
Fund: 602 - SEWER					
Activity: 49450 - Sewer					
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	602-49450-200	135.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	602-49450-212	43.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	602-49450-308	125.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	602-49450-310	968.26
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	602-49450-334	1,140.43
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	602-49450-404	307.60
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	602-49450-408	342.08
MN VALLEY TESTING	1083974	04/28/2021	23162-LAB TESTING	602-49450-310	103.20
MN VALLEY TESTING	1084153	04/28/2021	23162-LAB TESTING	602-49450-310	163.20
HAWKINS, INC	4922342	05/06/2021	WATER/CHEMICALS	602-49450-216	697.42
MN VALLEY TESTING	108348	04/28/2021	23162-LAB TESTING	602-49450-310	254.40
SOUTH CENTRAL ELECTRIC	3/31/21	04/28/2021	ELECTRIC	602-49450-381	174.51
SOUTH CENTRAL ELECTRIC	MAY 2021	05/05/2021	ELECTRIC 5/2021	602-49450-381	174.51
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	602-49450-404	61.43
WINDOM AUTO VALU	APRIL 2021	05/05/2021	MAINTENANCE-3400540	602-49450-404	53.32
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	602-49450-383	50.74
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	602-49450-383	18.00
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	602-49450-383	20.03
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	602-49450-383	1,266.68
MN VALLEY TESTING	1085322	05/06/2021	23162/LAB TESTING	602-49450-310	163.20
MN VALLEY TESTING	1085372	05/06/2021	23162/LAB TESTING	602-49450-310	103.20
HAWKINS, INC	4927388	05/11/2021	WATER/CHEMICALS	602-49450-216	3,594.32
WEX BANK	71591943	05/07/2021	FUEL - SEWER	602-49450-212	137.04
ADVANTAGE COLLECTION PR	7490237	05/11/2021	UNCOLLECTIBLE	602-49450-432	42.69
MN VALLEY TESTING	1086096	05/11/2021	23162/LAB TESTING	602-49450-310	254.40
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	602-49450-217	64.71
MN State Deferred	2021/4/30	05/11/2021	HEALTH CARE SAVINGS	602-49450-480	9,825.00
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	602-49450-404	120.80
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	602-49450-408	279.98
Activity 49450 - Sewer Total:					20,684.15
Fund 602 - SEWER Total:					20,684.15

Fund: 604 - ELECTRIC

DGR ENGINEERING	00246240	04/29/2021	425304.00 FUEL TANK PROJEC	604-16300	2,200.00
B & B TRANSFORMER	26742	04/23/2021	MNWMU-INVENTORY	604-14200	19,870.00
WERNER ELECTRIC	S010481296.001	05/04/2021	31969/INVENTORY	604-14200	42.75
ELECTRIC FUND	20210429	04/29/2021	EL EAST HILL CONSTRUCTION	604-16300	8,861.18
ELECTRIC FUND	4/19/21-5/2/21	05/05/2021	IMPROVEMENTS-CIRCUIT 7	604-16300	15,389.19
WERNER ELECTRIC	S010481296.005	05/04/2021	ELECTRIC/INVENTORY	604-14200	-42.32
ELECTRIC FUND	MAY 7 2021	05/11/2021	EL EAST HILL/IMPROVEMENTS	604-16300	3,030.24
					49,351.04

Activity: 49550 - Electric

US BANK	4246044555766710	05/11/2021	#6710 5/20/21	604-49550-200	405.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	604-49550-404	222.06
IRBY ELECTRICAL DISTRIBUTO	S012355195.001	04/23/2021	114464-OPERATING SUPPLIES	604-49550-217	1,497.37
PETERSON SMITH GRAVEL INC	4044	04/29/2021	EL MAINTENANCE - DISTRIBU	604-49550-408	850.00
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	604-49550-200	47.96
WINDOM AUTO VALU	APRIL 2021	05/05/2021	MAINTENANCE-3400540	604-49550-405	57.80
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	604-49550-408	23.99
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	604-49550-383	206.27
WERNER ELECTRIC	S010481296.002	05/03/2021	ELECTRIC-MAINTENANCE - DI	604-49550-408	465.37
WERNER ELECTRIC	S010481296.003	05/03/2021	ELECTRIC-MAINTENANCE - DI	604-49550-408	155.12
MISSOURI RIVER ENERGY SER	SM00000006563	05/03/2021	ELECTRIC-CONSERVATION - E	604-49550-450	1,608.90
WEX BANK	71591943	05/07/2021	FUEL - ELECTRIC	604-49550-212	940.04
SMITH AUTO SUPPLY - CARQU	APRIL 2021	05/11/2021	MAINTENANCE 91380	604-49550-404	183.63
ZIEGLER, INC.	IN000087246	05/04/2021	9696600 EL CAT/E991383 MAI	604-49550-410	19,930.00
ZIEGLER, INC.	IN000087255	05/04/2021	9696600 EL-CAT.E991382 MAI	604-49550-410	19,930.00
ZIEGLER, INC.	IN000087207	05/04/2021	9696600-EL-CAT.E991383/MA	604-49550-410	19,930.00
JORDAN BUSSA	2021 APRIL CLEANING	05/04/2021	ELECTRIC-MAINTENANCE - GR	604-49550-406	184.60
ADVANTAGE COLLECTION PR	7490237	05/11/2021	UNCOLLECTIBLE	604-49550-432	32.66
GOLDEN WEST TECH & INT SO	210400278	05/04/2021	ELECTRIC/DISPATCHING	604-49550-325	40.62
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-820-0100	604-49550-460	100.00
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-710-0055	604-49550-460	862.72

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHRAMMEL LAW OFFICE	APRIL 2021	05/11/2021	LEGAL FEES	604-49550-304	210.00
WINDOM AREA DEVELOPME	MAY 2021	05/06/2021	PAYMENTS TO OTHER ORGANI	604-49550-491	1,200.00
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	604-49550-217	64.71
ELECTRIC FUND	20210507	05/11/2021	ELECTRIC/MAINTENANCE/DIS	604-49550-408	660.00
				Activity 49550 - Electric Total:	69,808.82
				Fund 604 - ELECTRIC Total:	119,159.86

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

PAUSTIS WINE COMPANY	124331	04/26/2021	1905-MERCHANDISE	609-49751-253	826.00
PAUSTIS WINE COMPANY	124331	04/26/2021	1905-MERCHANDISE	609-49751-333	11.25
RAGE INC - CAMPUS CLEANER	38808	04/23/2021	6132- LIQUOR-CLEANING/SUP	609-49751-211	59.58
BELLBOY CORP	0088949300	04/23/2021	313800-MERCHANDISE	609-49751-251	1,375.30
BELLBOY CORP	0088949300	04/23/2021	313800-MERCHANDISE	609-49751-333	20.00
BELLBOY CORP	0103092900	04/23/2021	9832-MERCHANDISE	609-49751-254	42.00
BELLBOY CORP	0103092900	04/23/2021	9832-MERCHANDISE	609-49751-333	2.20
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	609-49751-322	7.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	609-49751-404	15.22
AH HERMEL COMPANY	871638/871638	04/26/2021	LIQUOR-MERCHANDISE	609-49751-254	113.58
AH HERMEL COMPANY	871638/871638	04/26/2021	LIQUOR-MERCHANDISE	609-49751-256	283.56
AH HERMEL COMPANY	871638/871638	04/26/2021	LIQUOR-MERCHANDISE	609-49751-261	47.33
AH HERMEL COMPANY	871638/871638	04/26/2021	LIQUOR-MERCHANDISE	609-49751-333	6.95
AH HERMEL COMPANY	871639/871639	04/26/2021	LIQUOR STORE-OPERATING S	609-49751-217	50.82
JOHNSON BROS.	1785476	04/23/2021	156083-MERCHANDISE	609-49751-251	1,176.83
JOHNSON BROS.	1785476	04/23/2021	156083-MERCHANDISE	609-49751-333	17.70
JOHNSON BROS.	1785477	04/23/2021	156083-MERCHANDISE	609-49751-253	1,098.28
JOHNSON BROS.	1785477	04/23/2021	156083-MERCHANDISE	609-49751-333	41.76
SOUTHERN GLAZER'S OF MN	2071525	04/23/2021	8704-MERCHANDISE	609-49751-251	6,100.16
SOUTHERN GLAZER'S OF MN	2071525	04/23/2021	8704-MERCHANDISE	609-49751-333	128.33
SOUTHERN GLAZER'S OF MN	2071526	04/23/2021	8704-MERCHANDISE	609-49751-253	370.00
SOUTHERN GLAZER'S OF MN	2071526	04/23/2021	8704-MERCHANDISE	609-49751-333	12.30
MORGAN CREEK VINEYARDS	6031	04/27/2021	WINDOM LIQUOR-WINE	609-49751-253	219.00
PHILLIPS WINE & SPIRITS	6192472	04/23/2021	156083-MERCHANDISE	609-49751-251	483.78
PHILLIPS WINE & SPIRITS	6192472	04/23/2021	156083-MERCHANDISE	609-49751-333	5.79
JOHNSON BROS.	144804	05/04/2021	156083-LIQUOR/MERCHANDI	609-49751-251	-240.00
JOHNSON BROS.	144804	05/04/2021	156083-LIQUOR/MERCHANDI	609-49751-333	-1.74
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	609-49751-404	7.99
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	609-49751-383	178.69
BELLBOY CORP	0089099900	05/04/2021	LIQUOR	609-49751-251	-90.00
BEVERAGE WHOLESALERS	162249	05/05/2021	70063/LIQUOR/BEER	609-49751-252	12,998.77
C & C MAGNET, LLC	20210428	05/05/2021	LIQUOR STORE/ADVERTISING	609-49751-340	600.00
DOLL DISTRIBUTING, LLC	522018	05/05/2021	51450/LIQUOR/MERCHANDIS	609-49751-251	194.80
DOLL DISTRIBUTING, LLC	522018	05/05/2021	51450/LIQUOR/MERCHANDIS	609-49751-252	10,680.00
DOLL DISTRIBUTING, LLC	522018	05/05/2021	51450/LIQUOR/MERCHANDIS	609-49751-254	14.00
JOHNSON BROS.	1790213	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-251	2,754.58
JOHNSON BROS.	1790213	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-333	48.72
JOHNSON BROS.	1790214	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-253	3,153.28
JOHNSON BROS.	1790214	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-254	32.00
JOHNSON BROS.	1790214	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-333	94.40
SOUTHERN GLAZER'S OF MN	2074375	05/04/2021	8704 LIQUOR/MERCHANDISE	609-49751-251	1,494.35
SOUTHERN GLAZER'S OF MN	2074375	05/04/2021	8704 LIQUOR/MERCHANDISE	609-49751-333	29.04
SOUTHERN GLAZER'S OF MN	2074376	05/04/2021	8704 LIQUOR/MERCHANDISE	609-49751-251	947.50
SOUTHERN GLAZER'S OF MN	2074376	05/04/2021	8704 LIQUOR/MERCHANDISE	609-49751-333	6.15
SOUTHERN GLAZER'S OF MN	2074377	05/04/2021	8704 LIQUOR/MERCHANDISE	609-49751-253	249.90
SOUTHERN GLAZER'S OF MN	2074377	05/04/2021	8704 LIQUOR/MERCHANDISE	609-49751-333	8.20
PHILLIPS WINE & SPIRITS	6196178	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-251	4,486.85
PHILLIPS WINE & SPIRITS	6196178	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-333	61.91
PHILLIPS WINE & SPIRITS	6196179	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-253	673.25
PHILLIPS WINE & SPIRITS	6196179	05/04/2021	156083 LIQUOR/MERCHANDI	609-49751-333	26.54
KDOM RADIO	20210430 MARCH & APRIL	05/04/2021	LIQUOR STORE ADVERTISING	609-49751-340	661.47
KDOM RADIO	20210430 MARCH & APRIL	05/04/2021	LIQUOR STORE ADVERTISING	609-49751-340	772.96

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOLL DISTRIBUTING, LLC	524055	05/04/2021	51450-LIQUOR	609-49751-251	384.30
JOHNSON BROS.	144270	05/04/2021	156083-WINE	609-49751-253	-112.02
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-710-0060	609-49751-460	100.00
BEVERAGE WHOLESALERS	163345	05/07/2021	LIQUOR/MERCHANDISE	609-49751-252	10,805.95
BEVERAGE WHOLESALERS	163345	05/07/2021	LIQUOR/MERCHANDISE	609-49751-254	116.00
JOHNSON BROS.	1795266	05/11/2021	156083/MERCHANDISE	609-49751-251	1,098.83
JOHNSON BROS.	1795266	05/11/2021	156083/MERCHANDISE	609-49751-333	15.66
JOHNSON BROS.	1795267	05/11/2021	LIQUOR/MERCHANDISE	609-49751-253	838.78
JOHNSON BROS.	1795267	05/11/2021	LIQUOR/MERCHANDISE	609-49751-254	28.00
JOHNSON BROS.	1795267	05/11/2021	LIQUOR/MERCHANDISE	609-49751-333	36.54
SOUTHERN GLAZER'S OF MN	2077014	05/07/2021	LIQUOR/MERCHADISE	609-49751-251	2,791.60
SOUTHERN GLAZER'S OF MN	2077014	05/07/2021	LIQUOR/MERCHADISE	609-49751-333	40.57
SOUTHERN GLAZER'S OF MN	2077015	05/11/2021	LIQUOR/MERCHANDISE	609-49751-253	210.00
SOUTHERN GLAZER'S OF MN	2077015	05/11/2021	LIQUOR/MERCHANDISE	609-49751-333	10.25
ATLANTIC COCA-COLA	2798060	05/07/2021	SOFT DRINKS & MIXES	609-49751-254	178.04
PHILLIPS WINE & SPIRITS	6199973	05/11/2021	LIQUOR/MERCHANDISE	609-49751-251	1,493.30
PHILLIPS WINE & SPIRITS	6199973	05/11/2021	LIQUOR/MERCHANDISE	609-49751-333	20.88
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	609-49751-217	92.44
Activity 49751 - Liquor Store Total:					70,507.45
Fund 609 - LIQUOR STORE Total:					70,507.45

Fund: 614 - TELECOM

MN 9-1-1 PROGRAM	APRIL 2021	05/12/2021	MARCH 911 SERVICES	614-20206	1,244.36
INTERNAL REVENUE SERVICE	APRIL FINAL	05/12/2021	EXCISE TAX POSTING	614-20201	396.15
INTERNAL REVENUE SERVICE	MAY DEPOSIT	05/12/2021	EXCISE TAX POSTING MAY	614-20201	500.00
					2,140.51

Activity: 49870 - Telecom

AMAZON CAPITAL SERVICES, I	1GY3-9HPT-WT9P	05/03/2021	TELECOM A2Q0YJ8ZNZN2YT	614-49870-227	188.72
AMAZON CAPITAL SERVICES, I	1DH7-1CFJ-Q1G6	05/05/2021	A2Q0YJ8ZNZN2YT/TELECOM/	614-49870-241	35.31
ARIN-AMERICAN REGISTRY FO	SI384822	05/03/2021	TELECOM-INTERNET EXPENSE	614-49870-447	2,000.00
AMAZON CAPITAL SERVICES, I	11HC-DLGX-X7RL	04/28/2021	A2Q0YJ8ZNZN2YT /TELECO	614-49870-227	90.82
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	614-49870-200	135.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	614-49870-217	374.35
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	614-49870-227	186.80
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	614-49870-241	32.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	614-49870-447	1,410.26
POWER & TEL	7204336-00	04/28/2021	OPERATING SUPPLIES	614-49870-217	105.21
UNITED TEL SUPPLY, INC	9882	04/29/2021	TELECOM UTILITY SYSTEM	614-49870-227	399.63
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	614-49870-200	34.15
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	614-49870-227	42.28
RAGE INC - CAMPUS CLEANER	39195	04/28/2021	6153/TELECOM/CLEANING/S	614-49870-211	21.31
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	614-49870-383	70.03
O'REILLY AUTOMOTIVE, INC	4425-306459	04/28/2021	522703/MAINTENANCE - VEH	614-49870-405	109.99
O'REILLY AUTOMOTIVE, INC	2021/4/28	05/11/2021	TELECOM/MAINTENANCE/OF	614-49870-404	109.99
NATIONAL CABLE TV COOP	2104116	05/05/2021	#WIN010- APRIL 2021 SUBSC	614-49870-442	48,473.70
KDOM RADIO	21040525	05/07/2021	TELECOM/ADVERTISING	614-49870-340	100.98
WEX BANK	71591943	05/07/2021	FUEL - TELECOM	614-49870-212	61.97
WOODSTOCK COMMUNICATI	00017668-1	05/03/2021	MAY 2021 SWITCH FEES	614-49870-445	250.10
1623 FARNAM LLC	004601	05/07/2021	TELECOM/INTERNET EXPENSE	614-49870-447	200.00
DISPLAY SYSTEMS INTERNATI	22492	05/03/2021	TELECOM/SUBSCRIBER FEES	614-49870-442	198.44
HURRICANE ELECTRIC LLC	98377800-IN	05/03/2021	TELECOM-INTERNET EXPENSE	614-49870-447	4,100.00
GOLDEN WEST TECH & INT SO	210400219	05/03/2021	TELECOM-ON CALL SUPPORT	614-49870-448	48.78
COTTONWOOD CO AUD/TREA	2021 MAY	05/04/2021	PROPERTY 25-820-1680	614-49870-460	100.00
E-911 - INDEPENDENT EMERG	100-0141 5/1/21	05/05/2021	0010143/SUBSCRIBER FEES	614-49870-442	40.00
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	614-49870-217	110.93
MANKATO NETWORKS, LLC	389256	05/11/2021	TELECOM/INTERNET EXPENSE	614-49870-447	1,023.96
MANKATO NETWORKS, LLC	389268	05/11/2021	TELECOM/ENG/SURVEYING F	614-49870-303	92.50
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	614-49870-227	18.98
Activity 49870 - Telecom Total:					60,166.19
Fund 614 - TELECOM Total:					62,306.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 615 - ARENA					
Activity: 49850 - Arena					
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	615-49850-402	3,046.75
SCHWALBACH HARDWARE	APRIL 2021	05/06/2021	MAINTENANCE	615-49850-217	135.37
WINDOM AUTO VALU	APRIL 2021	05/05/2021	MAINTENANCE-3400540	615-49850-405	39.40
RAGE INC - CAMPUS CLEANER	39194	04/27/2021	6122-OPERATING SUPPLIES	615-49850-211	50.00
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	615-49850-383	943.79
SMITH AUTO SUPPLY - CARQU	APRIL 2021	05/11/2021	MAINTENANCE 91380	615-49850-217	12.78
SMITH AUTO SUPPLY - CARQU	APRIL 2021	05/11/2021	MAINTENANCE 91380	615-49850-405	21.13
SCHRADEL LAW OFFICE	APRIL 2021	05/11/2021	LEGAL FEES	615-49850-304	450.00
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	615-49850-217	64.71
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	615-49850-215	52.31
RUNNINGS SUPPLY, INC	APRIL 2021	05/12/2021	MAINTENANCE	615-49850-217	65.56
Activity 49850 - Arena Total:					4,881.80
Fund 615 - ARENA Total:					4,881.80
Fund: 617 - M/P CENTER					
SECR REV FUND/CITY OF WD	20210504	05/04/2021	COMMUNITY CENTER/PETTY	617-10200	1,500.00
SECR REV FUND/CITY OF WD	20210513	05/13/2021	COMMUNITY CENTER/PETTY	617-10200	1,500.00
					3,000.00
Activity: 49860 - M/P Center					
COLE PAPERS INC.	9965856	04/27/2021	WCC-OPERATING SUPPLIES	617-49860-217	45.00
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	617-49860-254	102.85
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	617-49860-340	41.88
US BANK	4246044555766710	05/11/2021	#6710 5/20/21	617-49860-409	137.84
COLE PAPERS INC.	2021/4/22 9973281	05/11/2021	WCC & PARKS/CLEANING/SUP	617-49860-211	358.34
INDOFF, INC	3465625	05/03/2021	COMMUNITY CENTER/SUPPLI	617-49860-200	3.46
WINDOM AUTO VALU	APRIL 2021	05/05/2021	MAINTENANCE-3400540	617-49860-406	548.99
RAGE INC - CAMPUS CLEANER	39193	04/27/2021	6152-WCC-OPERATING SUPPL	617-49860-217	67.50
MN ENERGY RESOURCES	03/04/21-04/05/21	04/27/2021	GAS UTILITY	617-49860-383	826.08
QUICK PRINT	FAIR AD 2021	05/04/2021	COMMUNITY CENTER FAIR AD	617-49860-340	239.00
COLE PAPERS INC.	9977503	05/03/2021	COMMUNITY CENTER/CLEANI	617-49860-211	257.43
WERNER ELECTRIC	S010485427.001	04/29/2021	COMMUNITY CENTER/MAINT	617-49860-402	17.94
A & B BUSINESS	IN835021 5/5-6/4/202	05/11/2021	MAINTENANCE CONTRACT	617-49860-217	64.71
Activity 49860 - M/P Center Total:					2,711.02
Fund 617 - M/P CENTER Total:					5,711.02
Fund: 700 - PAYROLL					
FURTHER (Select Account)	INV0001933	05/07/2021	HSA Employee Contribution	700-21723	422.35
MN Pera	INV0001934	05/07/2021	PERA	700-21704	14,623.34
MN Pera	INV0001934	05/07/2021	PERA	700-21704	7,364.19
MN Pera	INV0001934	05/07/2021	PERA	700-21704	1,153.72
MN State Deferred	INV0001935	05/07/2021	Deferred Roth	700-21705	3,162.00
MN State Deferred	INV0001935	05/07/2021	Deferred Compensation	700-21705	7,565.32
MN CHILD SUPPORT PAYMEN	INV0001936	05/07/2021	Child Support Payment	700-21709	97.83
Internal Revenue Service-Payr	INV0001937	05/07/2021	Federal Tax Withholding	700-21701	10,421.62
Internal Revenue Service-Payr	INV0001937	05/07/2021	Social Security	700-21703	13,533.78
Internal Revenue Service-Payr	INV0001937	05/07/2021	Medicare Withholding	700-21711	3,856.20
MN Department of Revenue -	INV0001938	05/07/2021	State Withholding	700-21702	4,985.48
					67,185.83
Fund 700 - PAYROLL Total:					67,185.83
Grand Total:					452,207.34

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	14,772.02
211 - LIBRARY	3,480.76
225 - AIRPORT	3,717.98
230 - POOL	61.96
235 - AMBULANCE	10,115.29
250 - EDA GENERAL	17,998.88
254 - NORTH IND PARK	748.31
255 - EDA GENERAL RLF	30,000.00
274 - TIF 1-19 NWIP II	2,618.27
308 - 2020 STREET PROJECT	2,436.36
401 - GENERAL CAPITAL PROJECTS	4,943.27
601 - WATER	10,877.43
602 - SEWER	20,684.15
604 - ELECTRIC	119,159.86
609 - LIQUOR STORE	70,507.45
614 - TELECOM	62,306.70
615 - ARENA	4,881.80
617 - M/P CENTER	5,711.02
700 - PAYROLL	67,185.83
Grand Total:	452,207.34

Account Summary

Account Number	Account Name	Payment Amount
100-41110-200	Office Supplies	688.39
100-41110-304	Legal Fees	825.00
100-41110-326	Data Processing	16.02
100-41110-433	Dues & Subscriptions	148.64
100-41110-480	Other Miscellaneous	245.00
100-41310-200	Office Supplies	80.96
100-41310-217	Other Operating Supplie	157.62
100-41910-212	Motor Fuels	77.90
100-41910-304	Legal Fees	480.00
100-41910-443	Intergovernmental Fees	426.23
100-41940-211	Cleaning Supplies	264.86
100-41940-383	Gas Utility	392.74
100-41940-406	Repairs & Maint - Groun	897.00
100-41940-460	Miscellaneous Taxes	100.00
100-42120-200	Office Supplies	35.84
100-42120-212	Motor Fuels	1,494.90
100-42120-304	Legal Fees	255.00
100-42120-308	Training & Registrations	400.00
100-42120-323	Radio Units	362.00
100-42120-326	Data Processing	560.70
100-42120-350	Printing & Design	87.35
100-42120-480	Other Miscellaneous	207.82
100-42220-200	Office Supplies	4.99
100-42220-212	Motor Fuels	296.99
100-42220-215	Materials & Equipment	374.22
100-42220-217	Other Operating Supplie	64.71
100-42220-308	Training & Registrations	50.00
100-42220-383	Gas Utility	349.36
100-42220-404	Repairs & Maint - M&E	50.37
100-42220-405	Repairs & Maint - Vehicl	277.77
100-42220-406	Repairs & Maint - Groun	124.19
100-43100-212	Motor Fuels	450.30
100-43100-215	Materials & Equipment	98.97
100-43100-217	Other Operating Supplie	102.20

Account Summary

Account Number	Account Name	Payment Amount
100-43100-241	Small Tools	13.66
100-43100-383	Gas Utility	443.02
100-43100-401	Repairs & Maint - Buildi	116.91
100-43100-404	Repairs & Maint - M&E	827.13
100-43100-405	Repairs & Maint - Vehicl	14.48
100-43100-406	Repairs & Maint - Groun	100.00
100-43100-460	Miscellaneous Taxes	100.00
100-45120-217	Other Operating Supplie	13.87
100-45202-211	Cleaning Supplies	454.41
100-45202-212	Motor Fuels	572.38
100-45202-216	Chemicals and Chemical	34.95
100-45202-217	Other Operating Supplie	34.95
100-45202-402	Repairs & Maint - Struct	440.30
100-45202-405	Repairs & Maint - Vehicl	31.06
100-45202-406	Repairs & Maint - Groun	1,050.86
100-45202-460	Miscellaneous Taxes	76.00
211-45501-200	Office Supplies	58.46
211-45501-217	Other Operating Supplie	64.71
211-45501-383	Gas Utility	280.57
211-45501-402	Repairs & Maint - Struct	856.98
211-45501-409	Repairs & Maint - Utilitie	100.04
211-45501-433	Dues & Subscriptions	115.96
211-45501-435	Books and Pamphlets	1,904.04
211-45501-460	Miscellaneous Taxes	100.00
225-45127-200	Office Supplies	29.00
225-45127-381	Electric Utility	1,383.66
225-45127-402	Repairs & Maint - Struct	1,013.32
225-45127-460	Miscellaneous Taxes	146.00
225-45127-462	Real Estate Taxes	1,146.00
230-45124-217	Other Operating Supplie	13.87
230-45124-383	Gas Utility	48.09
235-42153-212	Motor Fuels	2,447.37
235-42153-217	Other Operating Supplie	1,182.89
235-42153-218	Uniforms	474.00
235-42153-312	Nursing	5,104.29
235-42153-321	Telephone	128.20
235-42153-334	Meals/Lodging	462.84
235-42153-383	Gas Utility	232.91
235-42153-406	Repairs & Maint - Groun	82.79
250-46520-304	Legal Fees	1,560.00
250-46520-462	Real Estate Taxes	13,078.88
250-49980-602	Other Long-Term Obliga	3,360.00
254-46520-381	Electric Utility	241.46
254-46520-462	Real Estate Taxes	506.85
255-12900	Loans Receivable	30,000.00
274-46530-462	Real Estate Taxes	2,618.27
308-41000-480	Other Miscellaneous	2,436.36
401-49950-502	Capital Outlay - Fire	4,868.27
401-49950-506	Capital Outlay - Building	75.00
601-49400-200	Office Supplies	135.00
601-49400-212	Motor Fuels	232.85
601-49400-217	Other Operating Supplie	102.21
601-49400-322	Postage	12.30
601-49400-350	Printing & Design	64.45
601-49400-383	Gas Utility	483.37
601-49400-432	Uncollectible	22.25
601-49400-480	Other Miscellaneous	9,825.00
602-49450-200	Office Supplies	135.00

Account Summary

Account Number	Account Name	Payment Amount
602-49450-212	Motor Fuels	180.04
602-49450-216	Chemicals and Chemical	4,291.74
602-49450-217	Other Operating Supplie	64.71
602-49450-308	Training & Registrations	125.00
602-49450-310	Lab Testing	2,009.86
602-49450-334	Meals/Lodging	1,140.43
602-49450-381	Electric Utility	349.02
602-49450-383	Gas Utility	1,355.45
602-49450-404	Repairs & Maint - M&E	543.15
602-49450-408	Repairs & Maint - Distrib	622.06
602-49450-432	Uncollectible	42.69
602-49450-480	Other Miscellaneous	9,825.00
604-14200	Inventory	19,870.43
604-16300	Improvements Other Th	29,480.61
604-49550-200	Office Supplies	452.96
604-49550-212	Motor Fuels	940.04
604-49550-217	Other Operating Supplie	1,562.08
604-49550-304	Legal Fees	210.00
604-49550-325	Dispatching	40.62
604-49550-383	Gas Utility	206.27
604-49550-404	Repairs & Maint - M&E	405.69
604-49550-405	Repairs & Maint - Vehicl	57.80
604-49550-406	Repairs & Maint - Groun	184.60
604-49550-408	Repairs & Maint - Distrib	2,154.48
604-49550-410	Repairs & Maint - Gener	59,790.00
604-49550-432	Uncollectible	32.66
604-49550-450	Conservation	1,608.90
604-49550-460	Miscellaneous Taxes	962.72
604-49550-491	Payments to Other Orga	1,200.00
609-49751-211	Cleaning Supplies	59.58
609-49751-217	Other Operating Supplie	143.26
609-49751-251	Liquor	24,452.18
609-49751-252	Beer	34,484.72
609-49751-253	Wine	7,526.47
609-49751-254	Soft Drinks & Mix	523.62
609-49751-256	Tobacco Products	283.56
609-49751-261	Other Merchandise	47.33
609-49751-322	Postage	7.00
609-49751-333	Freight and Express	643.40
609-49751-340	Advertising & Promotion	2,034.43
609-49751-383	Gas Utility	178.69
609-49751-404	Repairs & Maint - M&E	23.21
609-49751-460	Miscellaneous Taxes	100.00
614-20201	Excise Tax Payable	896.15
614-20206	911 TAP & TACIP Fees Cl	1,244.36
614-49870-200	Office Supplies	169.15
614-49870-211	Cleaning Supplies	21.31
614-49870-212	Motor Fuels	61.97
614-49870-217	Other Operating Supplie	590.49
614-49870-227	Utility System Maint Sup	927.23
614-49870-241	Small Tools	67.31
614-49870-303	Engineering and Surveyi	92.50
614-49870-340	Advertising & Promotion	100.98
614-49870-383	Gas Utility	70.03
614-49870-404	Repairs & Maint - M&E	109.99
614-49870-405	Repairs & Maint - Vehicl	109.99
614-49870-442	Subscriber Fees	48,712.14
614-49870-445	Switch Fees	250.10

Account Summary

Account Number	Account Name	Payment Amount
614-49870-447	Internet Expense	8,734.22
614-49870-448	On-Call Support	48.78
614-49870-460	Miscellaneous Taxes	100.00
615-49850-211	Cleaning Supplies	50.00
615-49850-215	Materials & Equipment	52.31
615-49850-217	Other Operating Supplie	278.42
615-49850-304	Legal Fees	450.00
615-49850-383	Gas Utility	943.79
615-49850-402	Repairs & Maint - Struct	3,046.75
615-49850-405	Repairs & Maint - Vehicl	60.53
617-10200	Petty Cash	3,000.00
617-49860-200	Office Supplies	3.46
617-49860-211	Cleaning Supplies	615.77
617-49860-217	Other Operating Supplie	177.21
617-49860-254	Soft Drinks & Mix	102.85
617-49860-340	Advertising & Promotion	280.88
617-49860-383	Gas Utility	826.08
617-49860-402	Repairs & Maint - Struct	17.94
617-49860-406	Repairs & Maint - Groun	548.99
617-49860-409	Repairs & Maint - Utilitie	137.84
700-21701	Federal Withholding	10,421.62
700-21702	State Withholding	4,985.48
700-21703	FICA Tax Withholding	13,533.78
700-21704	PERA Contributions	23,141.25
700-21705	Retirement	10,727.32
700-21709	Wage Levy	97.83
700-21711	Medicare Tax Withholdi	3,856.20
700-21723	HSA Employee Contribu	422.35
	Grand Total:	452,207.34

Project Account Summary

Project Account Key	Payment Amount
None	452,207.34
Grand Total:	452,207.34

LA
5/14/21

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

**CITY OF WINDOM PROCLAMATION
RECOGNIZING LAW ENFORCEMENT OFFICERS**

WHEREAS, in 1962, President John F. Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the full-time uniformed law enforcement officers serving in Windom, Minnesota; and

WHEREAS, members of law enforcement deserve the appreciation and respect of the people of Windom, Minnesota for the merit, dignity, bravery, and reliability they exhibit each and every day. We must also honor the sacrifices made by families of police officers, as each day they must face constant fear as their loved ones work to protect us; and

WHEREAS, the names of these dedicated public servants who made the ultimate sacrifice are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, Minnesota's fallen officers will never be forgotten, nor will their service to their respective communities. By choosing to commit themselves to law enforcement, these brave individuals answered the call for service and willingly put their lives in jeopardy. We commend them for recognizing service as a noble career, and protecting the public safety; and also recognize all of those who are serving without incident to date; and

WHEREAS, the City of Windom and all Minnesota citizens have turned to members of law enforcement for assistance and support in times of distress, whether they are coping with a personal crisis, or struggling through civil disorder or a natural disaster. Our communities rely on these courageous individuals when it is difficult to stand on our own, and we are indebted to the unwavering public service of our local and state police. We are indeed fortunate and grateful for the contributions of law enforcement officers to the people of this community and state.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council in recognition of this event publicly salutes the service of law enforcement officers in our community as well as those of our state and nation and honors officers who place their lives on the line for the safety and security of their communities.

The Mayor and City Council encourage the community to recognize all our dedicated law enforcement officers with a sincere "Thank You".

Adopted by the Council this 18th day of May, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM THE TORO COMPANY THROUGH WINDOM UNITED DRIVE FOR THE WINDOM AMBULANCE 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, the Toro Company and Windom United Services are supporters of the City of Windom and the Windom Ambulance Department; and

WHEREAS, the City of Windom has received a donation, through the Windom United Services Annual Drive, from the Toro Company of \$870.00 for the Windom Ambulance Department; and

WHEREAS, the Toro Company has designated that the donation is to be used to for COVID items including PPE and equipment for the Windom Ambulance Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation in the amount of \$870.00 offered by the Toro Company, through Windom United Services, for use by the Windom Ambulance Department for the purchase of COVID items including PPE and equipment.

Adopted by the Council this 18th day of May, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

A RESOLUTION AWARDING THE CONTRACT FOR THE “AMBULANCE REPLACEMENT PROJECT”

WHEREAS, pursuant to an advertisement for bids for the project entitled “Ambulance Replacement Project”, bids were received, opened and tabulated according to law, and the following bids were in compliance with the advertisement:

	Bid Amount
Arrow Manufacturing	\$156,571

AND WHEREAS, it appears that the lowest responsible bidder is:

Arrow Manufacturing	\$156,571
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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
WINDOM, MINNESOTA, AS FOLLOWS:**

1. A “Notice of Award” shall be issued to the above low bidder.
2. The Mayor and City Administrator are hereby authorized and directed to enter into the contract with the above low bidder, in the name of the City of Windom, for the completion of the project entitled “Ambulance Replacement Project” according to the plans and specifications. Copies of the specifications are on file in the Office of the City Administrator.

Adopted by the Council this 18th day of May, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator



"Specializing in Emergency Vehicles"

May 6, 2021

**Windom Ambulance Service
444 9th Street
Windom, MN 56101**

Arrow Manufacturing Inc. hereby proposes to furnish to you, subject to your acceptance of this proposal the following vehicle and equipment in accordance with the attachments hereto:

\$156,571. Remount Ambulance Module per bid and quote attached dated 5/6/21 on a 2022 Ford E450 gasoline chassis. Remounted and Reconditioned with options as described per bid without exceptions. Includes all applicable and lifetime warranties. (attached)

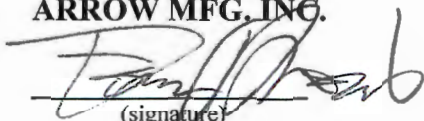
FOB: Rock Rapids, IA

Approximate Completion: 90-120 days after receipt of ordered chassis. Completion is dependent on parts availability and any changes made by customer after receipt of order.

Terms: (40%) deposit with receipt of signed proposal. Balance due upon pick up. Payment required no more than 30 days after notice of final completion.

Arrow Manufacturing Inc. reserves the right to withdraw or amend this proposal if not accepted by May 30, 2021. Please sign and fax/email back as your acceptance of this proposal.

Respectfully Submitted by:
ARROW MFG. INC.


(signature)
5/6/2021
(proposal date)

Agreed and Accepted by:
WINDOM AMBULANCE SERVICE

(signature)

(acceptance date)

801 South East Street ~ P.O. Box 349
Rock Rapids, IA 51246
1-800-743-3157
FAX 712-472-3156
www.arrowmfginc.com ~ info@arrowmfginc.com



Quote for:

Windom Ambulance

2022 Ford E450 Gas Ambulance

good thru: 6/30/2021 and pending chassis availability

TOTAL PRICE

\$156,571

Qty	Option Code	Description
1.000		CHASSIS
1	1.119	Supply new 2022 Ford E450 (158"wb DRW) chassis; 7.3L V-8 gas engine
1	1.206	Install Liquid Spring rear suspension system with kneeler (T1); activated by left rear door with cancel switch
1	1.281	Extend chassis OEM exhaust to RR body corner
1	1.301	Fabricate and install custom metal front console with drink holders and map/binder storage
1	1.308	- extend console for enlarged upper surface area with recessed pocket suitable for phone or other items
1	1.404	Install (2) new Federal siren speakers
1	1.411	Install new Buell dual air horn system
1	1.412	- air horns to be activated by switch on center console
1	1.531	Install chassis high idle system with switch in cab
1	1.584	Factory remote mirrors pre-installed on chassis
1	1.604	Install new stainless steel running boards with punched holes and LED lighting (T3)
1	1.701	Install new 16" stainless steel wheel covers
1	1.985	Install black rubber floor mats
2.000		BODY
1	2.001	Complete modular body structural integrity inspection
1	2.102	Remount body (T3-T3) (chassis model change)
1	2.303	Install a new polished fuel fill housing
1	2.606	Remove rear kickplate and rear corner rock guards; fill holes and finish paint areas
1	2.801	Treat all exposed painted edges and any areas with dissimilar metal contact with ECK corrosion inhibitor
3.000		PAINT/STRIPING/LETTERING
1	3.089	Remove all Vinyl (lettering, striping, etc) from body for repaint
1	3.099	PPG Certified paint processes; DelFleet Polyurethane Premium Paint
1	3.102	Paint entire modular body WHITE to match chassis (D2)
1	3.699	Custom printed vinyl lettering and graphics package to match customers existing scheme
4.000		EXTERIOR ELECTRICAL
1	4.099	ALL LED WARNING LIGHTS TO HAVE CLEAR LENSES (unless otherwise specified)
1	4.108	Install (2) new 1 R 1 B Whelen ION LED warning lights in front grille (clear lens with chrome bezel)
1	4.208	Install (2) new 1 R 1 B Whelen ION LED intersection warning lights on front fenders (clear lens with chrome bezel)
1	4.286	Install (6) LED rubrail warning lights
1	4.299	Whelen M- Series Warning Light Package
1	4.305	Install (5) new Whelen M-Series M9 LED warning lights on front of body (B/R/C/B/R)
1	4.402	Install (4) new 2 R 2 B Whelen 900 M-Series M9 LED warning lights on sides of body: (2) each side upper corners
1	4.523	Install (2) new red Whelen M-Series M9 LED warning lights on rear of body at upper corners
1	4.562	Install (2) new red Whelen M-Series M9 LED warning lights on rear of body at window level (one ea side)
1	4.583	Install (1) new amber Whelen M-Series M9 LED warning light at rear center of modular body upper
1	4.605	Install new Whelen M-Series M6 LED combination brake/turn light and LED back-up light assemblies with trim rings
1	4.651	Install LED marker lights
1	4.699	Whelen M-Series LED Scene Light Package
1	4.705	Install (4) new Whelen M-Series M9LZ clear LED scene lights: (2) each side upper corners
1	4.706	Install (2) new Whelen M-Series M9LZ clear LED scene lights at rear above doors
20	4.784	Install chrome bezel flanges on (qty) Whelen M-Series lights
1	4.854	Install new 20 amp Kussmaul auto-eject shore line outlet (cord end to ship loose)
1	4.894	Install a shoreline indicator light above the outlet that indicates charging

5.000	INTERIOR ELECTRICAL
1	5.101 Install new solid state electrical system in modular body
1	5.152 Install new front and rear switch panels with Carling style LED rocker switches (front to have digital gauges)
1	5.182 Front Switch Panel to have "Module Disconnect" switch - Battery On to be controlled by Ignition thru Commander
1	5.204 Install new Whelen 295SLSA1 siren control head
1	5.301 Install new Back-up Camera system
1	5.495 Module to have timer activated interior lighting for re-stocking and check-out purposes
1	5.501 Install USB charging ports in front console switch panel; 2.1A and 1.0A ports
1	5.502 Install USB charging ports in rear action area (integrated in 110v receptacle); 3.1A ports
1	5.821 Re-use/Test existing inverter/charger
1	5.903 Transfer Customer's radios and install in new console
6.000	HVAC/VENTILATION/OXYGEN/VACUUM
1	6.105 New Heat & A/C unit with hoses, fittings and brushless blower motor (T3)
1	6.108 - Install a new digital thermostat and automatic climate control
1	6.501 Leak test oxygen system
1	6.561 Universal/M size big tank bracket on O2 lift -check for proper function
1	6.801 Test suction pump for proper operation and inspect vacuum lines - replace as needed
1	6.811 Install intermittant suction unit
1	6.901 Inspect patient compartment exhaust fan for proper operation and replace as needed
7.000	OUTSIDE FINISH
1	7.105 Install new stainless steel front corner rock guards and stainless steel rub rails
1	7.127 Install a new stainless steel rear kick panel below rear entry doors and new stainless license plate housing
1	7.201 Install new rear bumper with stainless steel endcaps and punched holes
1	7.301 Install new fenderettes
1	7.321 Install new black rubber mud flaps behind rear wheels
1	7.412 Install new rotary latches and nader pins on all entry doors
1	7.422 Install all new entry door hardware including latches, handles and lock cylinders
1	7.429 Install non-skid on all grip surfaces of exterior door latches
1	7.451 Install all new door seals on all compartment and entry doors
1	7.457 Install new drip moldings above all compartments and entry doors
8.000	INSIDE FINISH
1	8.151 Thoroughly clean existing modular body floor
1	8.233 Install pull out drawer below action area counter
1	8.401 Inspect all interior cabinet plexiglass for appearance and operation - replace as needed
1	8.701 Inspect all modular upholstery for damage and reupholster with matched color as needed
1	8.883 Install a new Intellitec digital time manager clock
9.000	MISC
1	9.101 Clean entire truck inside and outside (Grade A)
1	9.109 Performance test entire vehicle and inspect with 100+ point checklist
1	9.202 Chassis Trade-In Allowance
1	9.302 Ford Fleet incentive (Commercial Factory-Dealer)
1	9.401 Loaner supplied by ARROW at no charge if needed during build process (proof of insurance required)
1	9.891 Gen2 Modular Box provided by ARROW- Customer's Module From Trade
1	9.901 Transfer customer's license plates to new truck
1	9.902 Full tank of fuel
1	9.998 Quote FOB Rock Rapids, IA
1	9.999 Discount

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: Jason Sykora
DATE: 5/13/2021
RE: Power Purchase Agreement (PPA)
DEPT: Electric
CONTACT: Jason Sykora

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve Power Sales Agreement between the City of Windom and Central Minnesota Municipal Power Agency for A Purchase of Wind Energy.
-

Issue Summary/Background

Windom Municipal Utilities provides electric power to the community through the purchase of power from a variety of vendors to meet the service needs of our customers. To help insure the availability and stable costs of power the City is a member of the Central Minnesota Power Agency (CMMPA), which acts like a cooperative. CMMPA has negotiated on our behalf a new power purchase agreement to deliver wind power to Windom.

This Agreement is a Power Purchase Agreement which does not guarantee a specified amount of power. We will only receive power when the Wind farm is producing energy. This is basically a renewal of our expiring contract with Wolf Wind. The old contracted rate was \$32.00 per MWH. Our new rate is \$25.00 Per MWH. This contract will be in effect until April 7, 2041.

The Windom Utility Commission approved the Agreement at the April Commission Meeting. The City Attorney has also reviewed the Agreement and does not recommend any changes.

Fiscal Impact

Entering into long-term energy contracts are intended to maintain a low-cost energy resource, stabilize the cost of power and insure availability of power for our customers. As the cost of power fluctuates due to electric demand, economics, federal and state regulations, and weather both City staff and the Windom Utility Commission have the goal to provide affordable power.

Attachments

1. Power Sales Agreement between the City of Windom and the Central Minnesota Municipal Power Agency for a Purchase of Wind Energy.

RESOLUTION NO. 2021-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

RESOLUTION AUTHORIZING THE EXECUTION OF A WHOLESALE POWER AGREEMENT

BE IT RESOLVED by the City Council of the City of Windom, Minnesota (hereinafter referred to as "Council") as follows:

Section 1. The (Council) owns and operates an electric utility system under Minnesota law and through such utility distributes and sells electric power and energy at retail;

Section 2. The (Council) is a member of the Central Minnesota Municipal Power Agency, a joint electric power agency formed under Minnesota Statutes Section 453.51 through 453.62 ("CMMPA");

Section 3. The (Council) has determined that it is in the best interests of its electric ratepayers for the Council to enter into a power sales agreement with CMMPA for the purchase of an entitlement share of a long-term wind energy product agreed in April 2021 between CMMPA and Midwest Power Partners. Said contract began on April 8, 2021 and will continue through April 7, 2041. This agreement would supersede the existing contractual treatment of the project as done through CMMPA's Additional Service Agreements. A volume of renewable attributes – and if accredited capacity credits - commensurate with the energy share will be included in this price.

WHEREAS, the (Council) has examined all other matters it deems relevant:

NOW, THEREFORE, be it resolved that the "Power Sales Agreement Between Central Minnesota Municipal Power Agency and Midwest Power Partners for Purchase of Wind Energy" be hereby approved in substantially the form presented to the (Council) for this meeting and that Chairman Schwalbach is authorized to execute and deliver the Agreement to the counterparties on behalf of the (Council), with such changes therein as shall be approved by the (Council) Attorney and/or other designative representatives of the (Council), the execution thereof to constitute conclusive evidence of the President's approval of any and all changes or revisions therein from the form of the Agreement hereby approved.

THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY AFTER ITS PASSAGE AND APPROVAL AS PROVIDED BY LAW.

Adopted this 19th day of May, 2021.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

POWER SALES AGREEMENT

BETWEEN

CENTRAL MINNESOTA MUNICIPAL POWER AGENCY AND

FOR A PURCHASE OF WIND ENERGY

_____, 2021

THIS AGREEMENT ("Agreement") is executed by and between the Central Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota created under Minnesota law ("CMMPA" or "Agency"), and the City of _____, a Minnesota city that owns and operates a municipal electric utility under Minnesota law (the "Participant").

RECITALS

1. CMMPA has entered into a power purchase agreement with Midwest Power Partners for the long-term purchase of wind energy ("PPA") from what is commonly known as the Wolf Wind facility. Energy, capacity and renewable attributes purchased by CMMPA under the PPA will be delivered at a designated point of delivery within the area governed by the Midcontinent Independent System Operator, hereinafter "MISO" ("Transaction").
2. Participant is a member of CMMPA and has authorized purchase of an entitlement share of the Transaction and desires to enter an agreement with CMMPA to purchase such an entitlement share.
3. CMMPA proposes to sell, and the Participant proposes to purchase, the Participant's entitlement share, as defined below.

AGREEMENT

1. **Term of Agreement.** This Agreement shall be effective immediately upon execution and delivery of the power sales agreements between CMMPA and the Project

Participants listed on Appendix A ("Participants"), and shall remain in effect until April 7, 2041, inclusive ("Term").

2. **Sale and Purchase.** CMMPA shall sell and deliver and Participant shall purchase and receive a quantity of the energy product equivalent to Participant's entitlement share of the Transaction, as designated on Appendix A ("Entitlement Share"), all in accordance with the terms of this Agreement. Delivery of Participant's Entitlement Share shall commence immediately upon such energy product becoming available to CMMPA in accordance with the Transaction. Participant shall also receive renewable energy attributes - and if ever successfully accredited by MISO, capacity credits - equivalent in volume to Participant's Entitlement Share of energy.

3. **Rates for Purchase and Sale.** The purchase and sale of Participant's Entitlement Share shall be at the rate of \$25.00 per MWh.

4. **Delivery.** CMMPA shall be solely responsible for the delivery of Participant's Entitlement Share. Such delivery shall be at pricing node ALTW.WOLFWIND and shall be accomplished by CMMPA in accordance with the procedures, protocols and applicable business practices of the Midcontinent Independent System Operator for settlement of energy products. In the delivery of Participant's Entitlement Share, CMMPA shall undertake the Market Participant function for the Wolf Wind Facility. CMMPA shall perform the "Day Ahead" scheduling and Settlements to ensure the wind energy is timely sold unto the MISO market at the appropriate node.

All scheduling arrangements provided for in this paragraph are subject to actual availability and operating levels of the Wolf Wind facility from day to day and hour to

hour. Participant acknowledges and agrees that delivery of output allocable to its Entitlement Share are not firm and are contingent upon the operation of the Wolf Wind facility, the availability of transmission and other factors over which CMMPA does not have control.

5. **Project Decisions.** CMMPA shall have responsibility for decisions on behalf of the Participants with respect to all matters related to the Transaction, consistent with the overall best interests of the Participants and CMMPA's requirements, obligations or covenants relative to the Transaction, other applicable agreements, or other legal requirements.

6. **Billing.** CMMPA shall bill Participant for Participant's Entitlement Share of the Transaction on a calendar-month basis. Bills shall be issued by CMMPA as soon as practicable in each month following the calendar month in which the Entitlement Share is delivered. All bills shall show separately all charges, including any administrative charges. Bills shall be payable to CMMPA within thirty (30) days of receipt of the invoice. Any amounts due and not paid by the Participant within the thirty (30) days allotted for payment, may, at CMMPA's sole discretion, accrue interest until paid at the rate of one and one-half percent (1½%) per month, or the standard interest rate of the Federal Energy Regulatory Commission, whichever is less.

7. **Billing Disputes.** Except as set forth below, Participant shall not have the right to challenge any billing statement rendered by CMMPA in relation to the Transaction, invoke arbitration of the same or bring any court or administrative action of any kind questioning the propriety of the same after a period of twenty-four months from the date of rendering.

If Participant disputes any portion of any bill issued by CMMPA under this Agreement, Participant shall pay the full amount of the disputed charges when due, and shall give written notice of the dispute (unless the dispute is based upon information not reasonably available to the Participant at the time required to give notice under this paragraph) to CMMPA not later than ninety (90) days after the date such payment is due. Such notice shall identify the amount in dispute and set forth a full statement of grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given, as provided above. CMMPA shall review such notice in good faith and provide Participant with a determination within thirty (30) days following receipt of such notice. If the matter is not resolved in such manner, the matter may be submitted to dispute resolution, as provided below. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference shall be appropriately reflected as a debit or credit on the next monthly bill.

8. **Nature of the Obligation to Pay.** Participant shall have no right to terminate its purchase of its Entitlement Share of the Transaction under this Agreement, nor any right to withhold from CMMPA any payments due or to become due under this Agreement. Participant may recover from CMMPA any amounts previously paid under this Agreement if such amounts were paid in error or contrary to the provisions of this Agreement or law. The obligation of Participant to pay all rates and charges established by CMMPA under this Agreement shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise and shall not be otherwise conditioned upon performance by

CMMPA of its obligations under this Agreement, or by the other Participants of their obligations, or any other instrument or agreement.

9. **Rate Sufficiency Obligation.** Participant shall establish, maintain and collect rates and charges for electric service so as to provide revenues sufficient, together with available electric system reserves, to enable the Participant to pay CMMPA (i) all amounts payable under this Agreement; (ii) all other operating expenses of Participant's electric system; and (iii) all other obligations of Participant payable from, or constituting a lien on, the revenues of its electric system.

10. **Electric System Operations.** Participant covenants to operate and maintain its electric system in a sound, businesslike manner in accordance with Prudent Utility Practice, as defined below.

"Prudent Utility Practice" shall mean any of the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry at a given time) which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. In evaluating whether any matter conforms to Prudent Utility Practice, the parties shall take into account (i) the fact that both the Participant and CMMPA are bodies politic and corporate and political subdivisions under the laws of the State of Minnesota, with the statutory duties and

responsibilities thereof, and (ii) the terms and conditions of the PPA and other applicable Project-related agreements.

11. **Source of Payments.** Participant shall not be required to make any payments to CMMPA under this Agreement except from the revenues and other moneys derived by the Participant from its electric department or system. Participant hereby agrees that amounts payable by the Participant under this Agreement shall be paid by the Participant as an operating expense of the Participant's electric system. In no event shall CMMPA, or any other person or entity, including any person or entity to which revenues under this Agreement have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of Participant for payment of any amounts due under this Agreement. The obligation of Participant to make payments for services under this Agreement shall not constitute a general obligation of Participant and Participant shall not be required to make such payments from any source other than the revenues and funds referred to in this paragraph. In no event shall Participant be required to make payments under this Agreement from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

12. **Default.** Upon failure of Participant to make any payment in full when due under this Agreement or to perform any obligation herein, CMMPA shall make demand upon the Participant, and, subject to the dispute provisions of this Agreement, if said failure is not cured within 20 days from the date of such demand it shall constitute a default at the

expiration of such period ("Default"). Notice of such demand and any subsequent Default shall be provided to the other Participants by CMMPA.

If Participant in good faith disputes the legal validity of said demand, it shall make such payment or perform such obligation within said 20-day period under protest directed to CMMPA. Such protest shall specify the reasons upon which the protest is based. The parties shall then implement the dispute resolution process provided below.

Upon occurrence of a Default, CMMPA shall use its best efforts to sell and transfer all or a portion of such Participant's Entitlement Share for all or a portion of the remainder of the term of this Agreement. The other Participants shall be given the first right to accept such portion of the defaulting Participant's Entitlement Share on a pro rata basis in accordance with the Participants' entitlement shares as depicted on Appendix A. Any remaining portion of the Participant's Entitlement Share may then be made available for sale or transfer to non-participating electric utilities. If all or any portion of Participant's Entitlement Share is transferred pursuant to this paragraph, the Participant's Entitlement Share shall not be reduced, and the Participant shall remain liable to CMMPA to pay the full amount owed for its Participant Entitlement Share as if such sale had not been made, except that Participant's liability shall be discharged to the extent that CMMPA receives payment from the purchaser or purchasers thereof.

13. Other Participants' Payment Default. Upon a Default of any other Participants, and except as all or a portion of such other Participants' entitlement shares may be transferred in accordance with paragraph 12, above, Participant's Entitlement Share shall be automatically increased for the remaining term of this Agreement on a pro rata basis

with the entitlement shares of the other non-defaulting Participants, and the entitlement shares of such other defaulting Participants shall be reduced correspondingly; provided, that no such reduction shall reduce the defaulting Participants' obligations under their respective power sales agreements; and further provided, that the sum of such step-up increases for Participant pursuant to this paragraph shall not exceed, without consent of the Participant, an Accumulated Maximum Step-Up Percentage, as defined and set forth in Appendix A.

Failure of Participant to make payments for any amounts due to CMMPA for step-up increases to Participant's Entitlement Share under the previous paragraph shall constitute a Default, and the fact that other Participants may have assumed the obligation to make such payments shall not relieve Participant of its liability for such step-up payments. Any other Participants assuming such obligation, either individually or as a member of a group, shall have a right to enforce Participant's obligation to make step-up payments, diminished to the extent such Participants have received value from the absorption of Participant's increased Entitlement Share under the step-provisions of this Agreement. To enforce these rights, CMMPA or the other Participants, either jointly or severally, may initiate any lawsuit, action or proceeding, at law or in equity, including suits for specific performance, against Participant. CMMPA shall be entitled to recover from the defaulting Participant any and all legal fees and other costs incurred by CMMPA as a result of Participant's Default.

14. Default events other than Nonpayment. Failure of either party to adhere to any covenant, agreement or obligation of this Agreement, other than a failure to make required

payments, shall be deemed a "Nonpayment Default". The non-defaulting party may bring any suit, action, or proceeding in law or in equity, including for damages, mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, to enforce such covenant, agreement or obligation against the defaulting party. Such remedies shall be in addition to all other remedies provided for herein.

15. Records and Audit. CMMPA shall maintain adequate records to substantiate the charges provided under this Agreement. Participant shall have the right to audit those records, at any time during regular business hours upon reasonable advance notice. In the event an audit shows a refund due Participant or underpayment to CMMPA, the next month's billing shall be adjusted accordingly. CMMPA shall be responsible for making facility output information available to the Participant.

16. Participant Information. Participant agrees to supply CMMPA, upon request, with such information and documentation as may be required, including financial statements and other information reasonably available to Participant, in order to allow CMMPA to respond to requests for such information from any federal, state or local regulatory body, or as may be required by the Transaction.

17. Enforcement of Obligations. CMMPA shall at all times maintain and promptly and vigorously enforce its rights under the Transaction against the appropriate counterparties. In addition, CMMPA shall diligently enforce all other provisions of the Transaction to the benefit of the Project Participants.

18. Force Majeure. Neither Participant, nor CMMPA, shall be considered in default as to any obligation under this Agreement if prevented from fulfilling such obligations by

reason of uncontrollable forces, the term "uncontrollable forces" being deemed for purposes of this Agreement to mean any cause beyond the control of the party affected, including but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, terrorism, unavailability of fuel, and restraint of court or public authority, which by due diligence and foresight such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

19. Modification and Uniformity of Agreements. This Agreement shall not be subject to termination by any party under any circumstances, whether based upon the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided in this Agreement. This Agreement shall not be amended, modified, or otherwise changed by agreement of parties in any manner that will materially and adversely affect the security afforded by the provisions of this Agreement for the payment of all charges associated with Participant's Entitlement Share.

20. Notices. Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement to be delivered, given or made to Participant shall be deemed delivered, given or made if delivered in writing in person or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with CMMPA by the Participant. The Participant may change such designation, at any time and from time to time, by giving notice to CMMPA as below provided. Any such notice, demand or request to be delivered, given or

made to CMMPA shall be deemed delivered, given or made if delivered in writing, in person, or sent by mail as above provided to the following address:

Chief Executive Officer
Central Minnesota Municipal Power Agency
459 South Grove Street
Blue Earth, Minnesota 56013
Email: _____

Or such other address designated by CMMPA, as provided above.

21. Dispute Resolution. The Parties agree to use commercially reasonable efforts to settle promptly any disputes or claims arising out of or relating to this Agreement through negotiation conducted in good faith between senior executives or management personnel having authority to reach such a settlement. The negotiations shall take place as soon as practicable after, but in no event more than thirty (30) days after, a dispute arises. If after these negotiations the dispute is not resolved, then either or both Parties may pursue any legal remedies to the dispute at law or in equity, or pursue arbitration, as provided below.

If either party elects to pursue arbitration, copies of any such request shall be given to all other Participants and it shall specify the issue or issues in dispute. Within ten days after receipt of such a request CMMPA and the Participant shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, CMMPA or the Participant may request the American Arbitration Association to appoint an arbitrator. The arbitrator so selected or appointed shall conduct a hearing within thirty days thereafter, unless such time is extended by agreement of CMMPA and the Participant. The arbitrator shall notify the parties of his or her decision, stating his or her reasons for such decision and separately listing his or her findings of fact and conclusions of law. The

arbitrator shall not have the power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on CMMPA and the Participant except that either party may petition a court of competent jurisdiction for review of errors of law. The pendency of arbitration or legal action shall affect neither the obligation of the Participant to make any payment in full when due under this Agreement nor the obligations of CMMPA to provide power to the Participant. The prevailing party of a disputed matter shall be entitled to recover from the other party the costs of legal fees and other costs of arbitration or court proceedings.

22. **Applicable Law.** This Agreement is made under and shall be governed by the law of the State of Minnesota.

23. **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

24. **Assignment of Agreement.** This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, that neither this Agreement, nor any interest herein, shall be assigned or transferred or sold by the Participant, including in connection with any sale, transfer or other disposition of Participant's system, except as provided herein, without the written

consent of CMMPA. No such assignment or transfer or sale shall relieve the Participant of any obligation hereunder.

25. Duly Authorized Signatories; Binding Effect of Execution. CMMPA as to its signatory and the Participant as to its signatory each hereby represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on the following page of this Agreement, such party is hereby duly and lawfully bound by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2021.

**CENTRAL MINNESOTA MUNICIPAL POWER
AGENCY**

By

Crystal Johnson, President

By

David Meyer, Secretary

**THE (COUNCIL/COMMISSION) OF
THE CITY OF _____, MINNESOTA**

By

Title:

By

Title:

APPENDIX A
PARTICIPANTS AND PARTICIPANT ENTITLEMENT SHARES

The Participants that have entered into Power Sales Agreements with CMMPA for the Transaction are:

1. Blue Earth	Participant Entitlement and Step-Up Share = 11.2% Nameplate Wind Equivalent = 0.7 MW
2. Fairfax	Participant Entitlement and Step-Up Share = 3.2% Nameplate Wind Equivalent = 0.2 MW
3. Glencoe	Participant Entitlement and Step-Up Share = 33.6% Nameplate Wind Equivalent = 2.1 MW
4. Janesville	Participant Entitlement and Step-Up Share = 7.2% Nameplate Wind Equivalent = 0.45 MW
5. Kenyon	Participant Entitlement and Step-Up Share = 6.4% Nameplate Wind Equivalent = 0.4 MW
6. Mountain Lake	Participant Entitlement and Step-Up Share = 11.2% Nameplate Wind Equivalent = 0.7 MW
7. Sleepy Eye	Participant Entitlement and Step-Up Share = 11.2% Nameplate Wind Equivalent = 0.7 MW
8. Windom	Participant Entitlement and Step-Up Share = 16.0% Nameplate Wind Equivalent = 1.0 MW

Notes

- 1) Maximum volume (in MW) is shown above.
- 2) Because wind is an intermittent resource and all output comes from the same delivery point, the Step-Up Percentage is calculated as a percent of the total MW subscription.

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: Jason Sykora, Electric Superintendent
DATE: 5/11/2021
RE: Union Pacific Wireline Crossing Agreement
DEPT: Electric
CONTACT: Jason Sykora

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding Union Pacific Wireline Crossing Agreements.

1. Approve the Wire Line Crossing Agreements between Union Pacific Railroad and the City of Windom by adopting the attached Resolutions.
-

Issue Summary/Background

The Wireline Crossing Agreements are needed to replace the current overhead Transmission line crossing behind the Power Plant with new poles and wire. This is part of the Transmission line rebuild project. These are two of the four total permits we need to construct the new Transmission line.

Fiscal Impact

The cost of for each permit is \$1000.00 as they are not located in a public Right of Way. The City will also be required to purchase Railroad Protective Liability Insurance at a cost of approximately \$2,000.00 for each permit. Funds for this expenditure were budgeted as part of the Capital Improvement Project for rebuilding the Transmission line.

Attachments

1. Copy of the Wireline Agreements & Resolutions.

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED:

Aye:

Nay:

Absent:

**RESOLUTION APPROVING AN AGREEMENT BETWEEN UNION PACIFIC
RAILROAD COMPANY AND WINDOM MUNICIPAL ELECTRIC UTILITY
COVERING UNDERGROUND WIRELINE CROSSING**

WHEREAS, Union Pacific Railroad Company has tendered to Windom Municipal Electric Utility an agreement #179711 covering underground wireline crossing in Windom, Cottonwood County, Minnesota; and

WHEREAS, the City Council and the Windom Municipal Electric Utility have given the proposed Agreement careful review and consideration; and

WHEREAS, it is considered that the best interests of said city will be served by the acceptance of said agreement.

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

That the terms of the agreement submitted by Union Pacific Railroad Company, as aforesaid, be and the same are hereby accepted on behalf of said City;

That the Mayor of said City is hereby authorized, empowered and directed to execute said agreement on behalf of said City and that the City Administrator of said City is hereby authorized and directed to attach to each duplicate original of said agreement a certified copy of this Resolution.

Adopted by the Council this 18th day of May, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

STATE OF MINNESOTA :
SS
COUNTY OF COTTONWOOD:

I, Steve Nasby, City Administrator of the City of Windom/Windom Municipal Electric Utility, hereby certify that the above and foregoing is a true, full and correct copy of a resolution adopted by the Windom City Council at a meeting held according to law at Windom, Minnesota, on the 18th day of May, 2021, as the same appears on file and of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this 18th day of May, 2021.

Steve Nasby, City Administrator

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the ____ day of _____, 20__, between **UNION PACIFIC RAILROAD COMPANY** ("Licensor") and **WINDOM MUNICIPAL UTILITIES**, whose address is 1105 First Avenue, Windom, Minnesota 56101 ("Licensee").

RECITALS:

By instrument dated 1/17/1972, Licensor and Licensee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Audit No. 179711, at WINDOM, MINNESOTA.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. SUBSTITUTION OF PRINTS.

The prints dated April 30, 2021, attached hereto as Exhibit 'A-1' & 'A-2', shall be and hereby is substituted for the print dated September 20, 1971, attached to the Basic Agreement, and from and after the effective date herein whenever the term Wireline is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Wireline as shown on Exhibit 'A-1' & 'A-2', hereto attached.

Article 2. CONSENT TO WORK.

This Supplemental Agreement will serve as notification that the Railroad Company approves of your intentions to perform the replacement in accordance with Exhibit A's.

Article 3. CONTRACTOR RIGHT OF ENTRY.

If a contractor is to do any of the work performed on or about the Railroad Company's property, then Utility shall require its contractor to execute the Railroad Company's form Contractor's Right of Entry Agreement, EXHIBIT B. Utility acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Utility's contractor be allowed on or about the Railroad Company's property without first executing the Contractor's Right of Entry Agreement.

Article 4. NOTICE OF COMMENCEMENT OF WORK / RAILROAD REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Railroad, by calling the Response Management Communication Center at (888) 877-7267 before commencing any work. In all other situations, the Licensee shall notify the Railroad at least ten (10) days (or such other time as the Railroad may allow) in advance of the commencement of

any work upon property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial and any subsequent work with a Railroad approved flagger provided at the link below and the following employee of Railroad or his or her duly authorized representative (hereinafter "Railroad Representative" or "Railroad Representative"):

www.up.com/real_estate/third-party-flagging/index.htm	James R. Brenner MGR I SIGNAL MNTCE Cell Phone: 608 387-1179 Email: jrbrenne@up.com
--	--

Article 5. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of _____.

Article 6. AGREEMENT SUPPLEMENT.

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

Article 7. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Supplemental Agreement, the Licensee shall pay to the Licenser an administrative handling charge of **One Thousand DOLLARS (\$1,000.00)**.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

UNION PACIFIC RAILROAD COMPANY

WINDOM MUNICIPAL UTILITIES

By: _____

By: _____

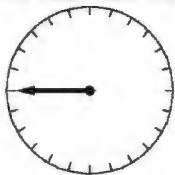
Craig Benson
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____



PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



OVERHEAD WIRELINE CROSSING OVER 750 VOLTS

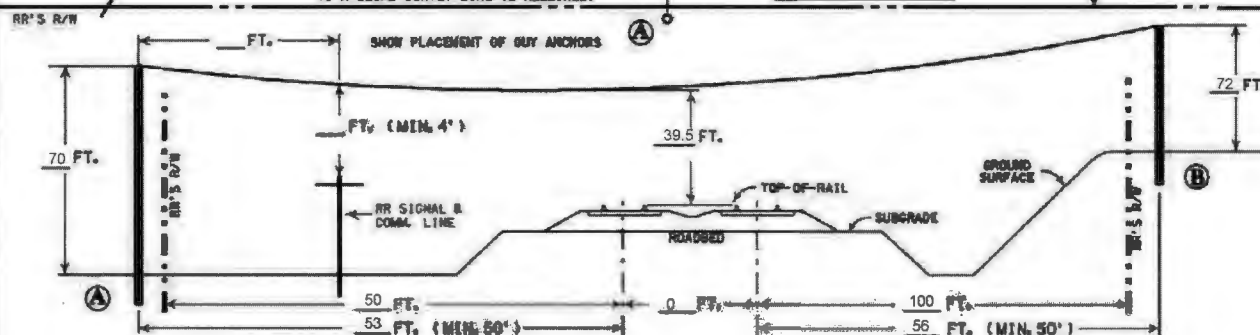
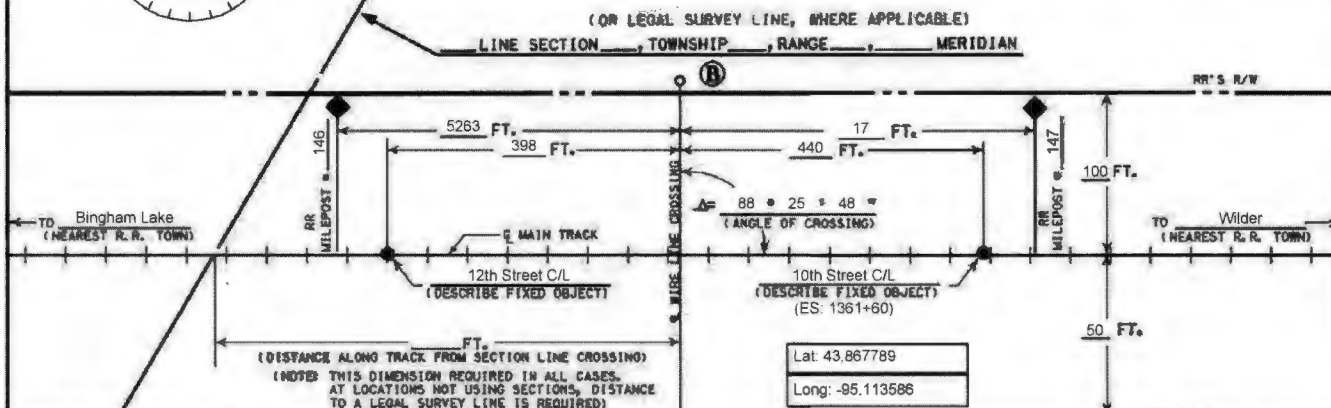
FORM DR-0404-M

REV 10-26-2007

www.uprr.com

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO EXPEDITE THIS APPLICATION.

NO SCALE



CIRCUITS TO BE CARRIED ON PROPOSED WIRELINE

NO. OF CIRCUITS	VOLTAGE TO GROUND(KV)	VOLTAGE TO VOLTAGE(KV)	PHASES	NO. OF WIRES	GAUGE	MATERIAL	SOLID OR STRANDED	HEIGHT	NOTES
1	41.83	69	3	4	4	ACSR	STRANDED	39.5	

- A) DISTRIBUTION LINE _____ DISTRIBUTION LINE _____
- B) IS THERE A SIGNAL OR COMMUNICATION POLELINE NEAR THE TRACKS? NO
- C) MAXIMUM GROUND CURRENT AT FEED: 0 AMPS. AT LOAD: 357 AMPS.
- D) WHAT TYPE OF FACILITY WILL LINE BE SERVING? UTILITY SUBSTATION
- E) IF A NEW POWER SUBSTATION IS TO BE BUILT WITHIN 1/2 MILE OF RR, WHAT IS MAX. OPERATING CURRENT TO GROUND? _____ AMPS; RESISTANCE TO GROUND? _____ OHMS; FAULT CURRENT TO GROUND? _____ AMPS.
- F) GROUND WIRE: SIZE 375; MATERIAL EHS; SOLID OR STRANDED STRANDED.
- G) CROSSING SPAN: LENGTH 122 FT.; NORMAL CONDUCTOR SAG 33 IN. AT 60 °F.
- H) ADJOINING SPANS: LENGTH 112 FT.; NORMAL CONDUCTOR SAG 28 IN. AT 60 °F.
LENGTH 238 FT.; NORMAL CONDUCTOR SAG 40 IN. AT 60 °F.
- I) POLE 1: TIMBER _____ LENGTH 80 FT. DEPTH OF SETTING 10 FT.
HEIGHT ABOVE GROUND 70 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
- POLE 2: TIMBER _____ LENGTH 86 FT. DEPTH OF SETTING 14 FT.
HEIGHT ABOVE GROUND 72 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
- J) HEAD GUYS: NUMBER ON EACH POLE _____; SIZE OR STRENGTH _____; LEAD _____
- K) SIDE GUYS: NUMBER EACH WAY _____; SIZE OR STRENGTH _____; LEAD _____
- L) CROSSARMS: SINGLE OR DOUBLE _____; MATERIAL _____; SIZE _____ BY _____
- M) INSULATORS: PIN OR SUSPENSION _____; MANUFACTURER'S AND CATALOGUE NO. HUBBLL
- N) CONDUCTOR ATTACHMENT: TIES OR CLAMPS _____
- O) APPLICANT HAS CONTACTED 1-800-336-9193, U.P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED.
- P) IF POWER LINE PARALLELS TRACK WITHIN 1/2 MILE, INCLUDE DIAGRAM SHOWING SPACING AND CONFIGURATION OF WIRES INCLUDING SHIELD WIRES.

EXHIBIT "A"-2

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Worthington Sub.

M. P. 147.00 E. S. 1357+52

OVERHEAD WIRELINE CROSSING

WINDOM COTTONWOOD MN
FOR WINDOM MUNICIPAL UTILITIES

RR FILE NO. 87-92 DATE 04/30/2021

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE
CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE. PHONE: 1-800-336-9193

Folder: 00087-92

To the Contractor:

Before Union Pacific Railroad Company can permit you to perform work on its right of way, it will be necessary to complete two originals of the enclosed Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement.
2. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
3. Please print two copies, execute on your behalf and return ALL DOCUMENTS, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690 Attn: Craig Benson.
4. Payment in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.
5. Railroad Protective Liability Insurance (RPLI) certificate listing folder number 00087-92. Only one RPI certificate is required and must be on a separate certificate from your general liability insurance.

After approval of the Right of Entry Agreement and insurance certificate, one fully-executed counterpart of the Agreement will be returned to you. In no event should you begin work until you have received your counterpart of the fully-executed Agreement.

Sincerely,

Craig Benson
Mgr II Real Estate Contracts - Real Estate

EXHIBIT B
TO
SUPPLEMENTAL AGREEMENT

Folder No. 00087-92

Form Approved, AVP-Law
09/01/2018

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ by and between
UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and
_____, a
_____ corporation ("Contractor"), to be
addressed at _____.

RECITALS:

The Contractor has been hired by **Windom Municipal Utilities** to reconductor and replace poles on it's existing 69kv overhead electric transmission wireline crossing/encroachment (the "work"), with all or a portion of such work to be performed on property of Railroad at Mile Post 146.88 to 147, on the Worthington Subdivision at or near WINDOM, Cottonwood County, Minnesota. pursuant to a Supplemental Agreement between Railroad and Windom Municipal Utilities with an effective date of 5/4/2021 at such location as shown on the print marked **Exhibit A-1 & A-2** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.

Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **C**, attached hereto, are hereby made a part of this Agreement.

Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

www.up.com/real_estate/third-party-flagging/index.htm	James R. Brenner MGR I SIGNAL MNTCE Cell Phone: 608 387-1179 Email: jrbrenne@up.com
--	--

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

Article V. TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for one (1) year, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article VI. CERTIFICATE OF INSURANCE.

A. Only upon request, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No: 00087-92
Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

Article VII. CHOICE OF FORUM.

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of Nebraska and Minnesota only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article VIII. DISMISSAL OF CONTRACTOR's EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

Article IX. ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **One Thousand Dollars (\$1,000.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

Article X. CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

Article XI. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Craig Benson
Mgr II Real Estate Contracts - Real Estate

(Contractor Name)

By _____

Name: _____

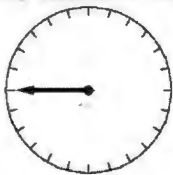
Title: _____

Telephone: _____

Email: _____



PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

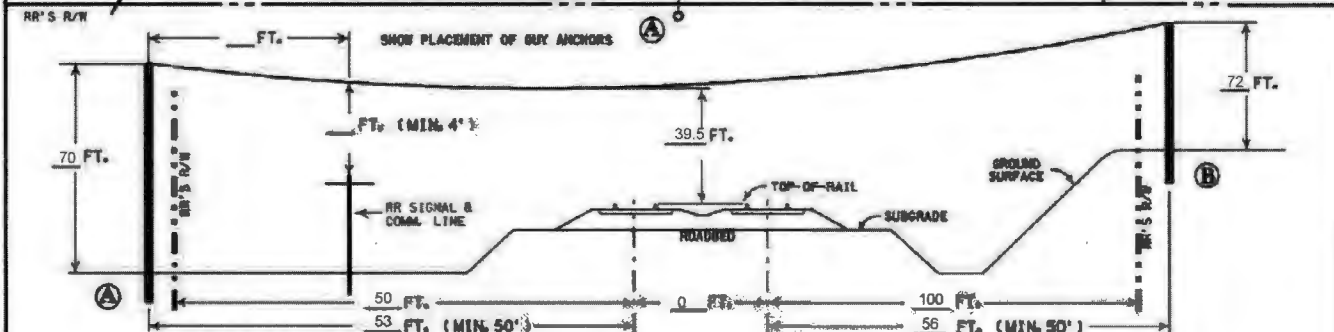
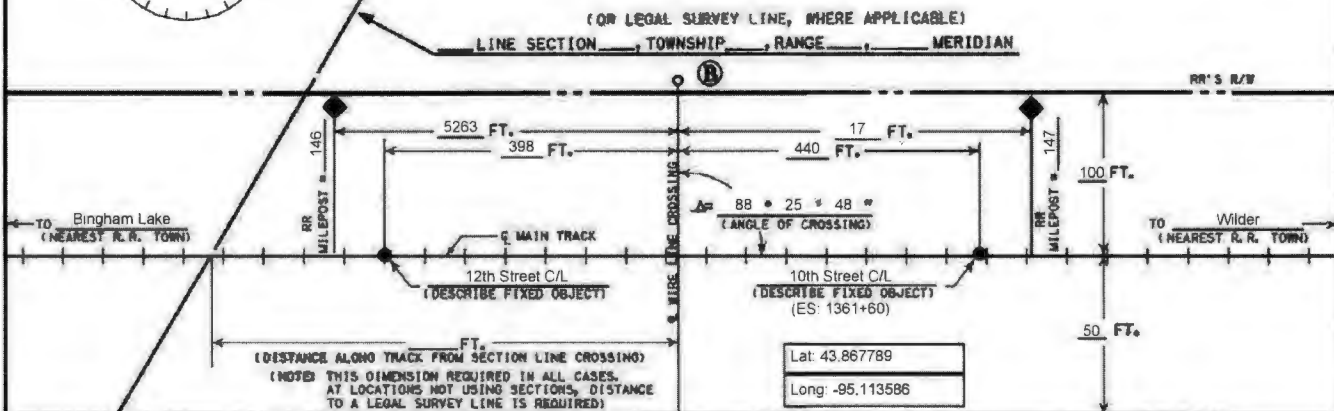


OVERHEAD WIRELINE CROSSING OVER 750 VOLTS

FORM DR-0404-H
REV 10-28-2007
www.uprr.com

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO EXPEDITE THIS APPLICATION.

NO SCALE



CIRCUITS TO BE CARRIED ON PROPOSED WIRELINE

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NOTES :

- A) DISTRIBUTION LINE _____ DISTRIBUTION LINE _____
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- C) MAXIMUM GROUND CURRENT AT FEEDS 0 AMPS. AT LOAD 357 AMPS.
- D) WHAT TYPE OF FACILITY WILL LINE BE SERVING? UTILITY SUBSTATION
- E) IF A NEW POWER SUBSTATION IS TO BE BUILT WITHIN 1/2 MILE OF RR, WHAT IS MAX:
OPERATING CURRENT TO GROUND? _____ AMPS; RESISTANCE TO GROUND? _____ OHMS;
FAULT CURRENT TO GROUND? _____ AMPS.
- F) GROUND WIRE: SIZE 375; MATERIAL EHS; SOLID OR STRANDED STRANDED.
- G) CROSSING SPAN: LENGTH 122 FT.; NORMAL CONDUCTOR SAG 33 IN. AT 60 °F.
- H) ADJOINING SPANS: LENGTH 112 FT.; NORMAL CONDUCTOR SAG 28 IN. AT 60 °F.
LENGTH 238 FT.; NORMAL CONDUCTOR SAG 40 IN. AT 60 °F.
- I) POLE R: TIMBER _____ LENGTH 80 FT. DEPTH OF SETTING 10 FT.
HEIGHT ABOVE GROUND 70 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
- POLE 2: TIMBER _____ LENGTH 86 FT. DEPTH OF SETTING 14 FT.
HEIGHT ABOVE GROUND 72 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
(IF STEEL TOWERS ARE EMPLOYED, FURNISH DETAIL DRAWINGS)
- J) HEAD GUYS: NUMBER ON EACH POLE _____; SIZE OR STRENGTH _____; LEAD _____
- K) SIDE GUYS: NUMBER EACH WAY _____; SIZE OR STRENGTH _____; LEAD _____
- L) CROSSARMS: SINGLE OR DOUBLE _____; MATERIAL _____; SIZE _____ BY _____
- M) INSULATORS: PIN OR SUSPENSION _____; MANUFACTURER'S AND CATALOGUE NO. HUBBELL
- N) CONDUCTOR ATTACHMENTS: TIES OR CLAMPS _____
- O) APPLICANT HAS CONTACTED 1-800-336-9193, U.P. COMMUNICATION DEPARTMENT,
AND HAS DETERMINED FIBER OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED.
TICKET NO. _____
- P) IF POWER LINE PARALLELS TRACK WITHIN 1/2 MILE, INCLUDE DIAGRAM SHOWING SPACING AND CONFIGURATION OF WIRES INCLUDING SHIELD WIRES.

EXHIBIT "A"-2

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Worthington Sub.

M. P. 147.00 E. S. 1357+52

OVERHEAD WIRELINE CROSSING

WINDOM COTTONWOOD MN
FOR WINDOM MUNICIPAL UTILITIES

RR FILE NO. 87-92 DATE 04/30/2021

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE
CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE. PHONE: 1-800-336-9193

EXHIBIT B
To
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is

not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's then current safety standards located at www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of

Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

EXHIBIT C

**Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED:

Aye:

Nay:

Absent:

RESOLUTION APPROVING AN AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND WINDOM MUNICIPAL ELECTRIC UTILITY COVERING UNDERGROUND WIRELINE CROSSING

WHEREAS, Union Pacific Railroad Company has tendered to Windom Municipal Electric Utility an agreement #185525 covering underground wireline crossing in Windom, Cottonwood County, Minnesota; and

WHEREAS, the City Council and the Windom Municipal Electric Utility have given the proposed Agreement careful review and consideration; and

WHEREAS, it is considered that the best interests of said city will be served by the acceptance of said agreement.

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

That the terms of the agreement submitted by Union Pacific Railroad Company, as aforesaid, be and the same are hereby accepted on behalf of said City;

That the Mayor of said City is hereby authorized, empowered and directed to execute said agreement on behalf of said City and that the City Administrator of said City is hereby authorized and directed to attach to each duplicate original of said agreement a certified copy of this Resolution.

Adopted by the Council this 18th day of May, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

STATE OF MINNESOTA :
SS
COUNTY OF COTTONWOOD:

I, Steve Nasby, City Administrator of the City of Windom/Windom Municipal Electric Utility, hereby certify that the above and foregoing is a true, full and correct copy of a resolution adopted by the Windom City Council at a meeting held according to law at Windom, Minnesota, on the 18th day of May, 2021, as the same appears on file and of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this 18th day of May, 2021.

Steve Nasby, City Administrator

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the ____ day of _____, 20__, between **UNION PACIFIC RAILROAD COMPANY** ("Licensor") and **WINDOM MUNICIPAL UTILITIES**, whose address is 1105 First Avenue, Windom, Minnesota 56101 ("Licensee").

RECITALS:

By instrument dated 7/23/1975, Licensor and Licensee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Audit No. 185525, at WINDOM, MINNESOTA.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. SUBSTITUTION OF PRINTS.

The print dated April 30, 2021, attached hereto as Exhibit 'A-1' & 'A-2', shall be and hereby is substituted for the print dated April 14, 1975, attached to the Basic Agreement, and from and after the effective date herein whenever the term Wireline is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Wireline as shown on Exhibit 'A', hereto attached.

Article 2. CONSENT TO WORK.

This Supplemental Agreement will serve as notification that the Railroad Company approves of your intentions to perform the replacement in accordance with Exhibit A-1 & A-2.

Article 3. CONTRACTOR RIGHT OF ENTRY.

If a contractor is to do any of the work performed on or about the Railroad Company's property, then Utility shall require its contractor to execute the Railroad Company's form Contractor's Right of Entry Agreement, **EXHIBIT B**. Utility acknowledges receipt of a copy of Contractor's Right of Entry Agreement and understanding its term, provisions and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Utility's contractor be allowed on or about the Railroad Company's property without first executing the Contractor's Right of Entry Agreement.

Article 4. NOTICE OF COMMENCEMENT OF WORK / RAILROAD REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Railroad, by calling the Response Management Communication Center at (888) 877-7267 before commencing any work. In all other situations, the Licensee shall notify the Railroad at least ten (10) days (or such other time as the Railroad may allow) in advance of the commencement of

any work upon property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial and any subsequent work with a Railroad approved flagger provided at the link below and the following employee of Railroad or his or her duly authorized representative (hereinafter "Railroad Representative" or "Railroad Representative"):

www.up.com/real_estate/third-party-flagging/index.htm	James R. Brenner MGR I SIGNAL MNTCE Cell Phone: 608 387-1179 Email: jrbrenne@up.com
--	--

Article 5. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of _____.

Article 6. AGREEMENT SUPPLEMENT.

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

Article 7. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Supplemental Agreement, the Licensee shall pay to the Licensor an administrative handling charge of **One Thousand DOLLARS (\$1,000.00)**.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

UNION PACIFIC RAILROAD COMPANY

WINDOM MUNICIPAL UTILITIES

By: _____

By: _____

Craig Benson
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____



SEE EXHIBIT A-1
142 ± TOTAL
UP R/W OCCUPATION

LEGEND:

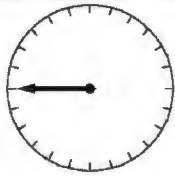
- OVERHEAD WIRELINE ENCROACHMENT..... - - - - -
- OVERHEAD WIRELINE CROSSING..... ————
- UTILITY POLE ●
- UPRRCO, R/W OUTLINED - - - - -

CADD FILENAME	0052981.dgn
SCAN FILENAME	X

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.
EXHIBIT "A-1"
UNION PACIFIC RAILROAD COMPANY
WINDOM, COTTONWOOD, CO
M.P. 147.00 - WORTHINGTON SUB

C. ST. P. M. & O. RY CO. V.8 / 13
SCALE: 1" = 100'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 4/30/2021
JOB FILE: 529-81

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

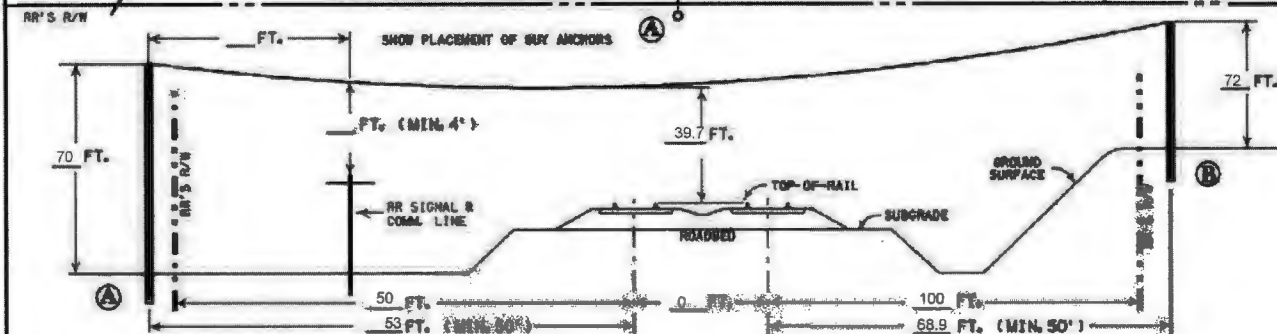
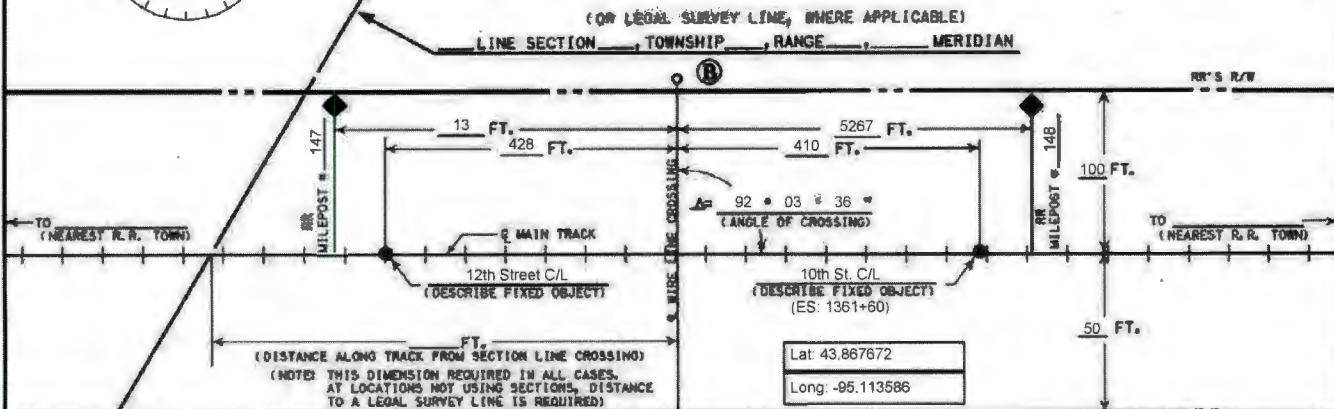


OVERHEAD WIRELINE CROSSING OVER 750 VOLTS

FORM BR-0404-H
REV 10-26-2007
www.uprr.com

NOTES: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO EXPEDITE THIS APPLICATION.

NO SCALE



CIRCUITS TO BE CARRIED ON PROPOSED WIRELINE

NO. OF CIRCUITS	VOLTAGE TO GROUND(KV)	VOLTAGE TO VOLTAGE(KV)	PHASES	NO. OF WIRES	GAUGE	MATERIAL	SOLID OR STRANDED	HEIGHT
1	41.83	69	3	4	40	ACSR	STRANDED	39.7

NOTES :

- A) DISTRIBUTION LINE _____ TRANSMISSION LINE _____
- B) IS THERE A SIGNAL OR COMMUNICATION POLELINE NEAR THE TRACKS? NO
- C) MAXIMUM GROUND CURRENT AT FEED: 0 AMPS. AT LOAD: 357 AMPS.
- D) WHAT TYPE OF FACILITY WILL LINE BE SERVING? UTILITY SUBSTATION
- E) IF A NEW POWER SUBSTATION IS TO BE BUILT WITHIN 1/2 MILE OF RR, WHAT IS MAX:
OPERATING CURRENT TO GROUND? _____ AMPS; RESISTANCE TO GROUND? _____ OHMS;
FAULT CURRENT TO GROUND? _____ AMPS.
- F) GROUND WIRE: SIZE 375; MATERIAL EHS; SOLID OR STRANDED STRANDED.
- G) CROSSING SPAN: LENGTH 122 FT.; NORMAL CONDUCTOR SAG 33 IN. AT 60 °F.
- H) ADJOINING SPANS: LENGTH 112 FT.; NORMAL CONDUCTOR SAG 28 IN. AT 60 °F.
LENGTH 238 FT.; NORMAL CONDUCTOR SAG 40 IN. AT 60 °F.
- I) POLE #1: LENGTH 80 FT. DEPTH OF SETTING 10 FT.
HEIGHT ABOVE GROUND 70 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
- POLE #2: TIMBER LENGTH 86 FT. DEPTH OF SETTING 14 FT.
HEIGHT ABOVE GROUND 72 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
- J) HEAD GUYS: (IF STEEL TOWERS ARE EMPLOYED, FURNISH DETAIL DRAWINGS)
NUMBER ON EACH POLE _____; SIZE OR STRENGTH _____; LEAD _____
- K) SIDE GUYS: NUMBER EACH WAY _____; SIZE OR STRENGTH _____; LEAD _____
- L) CROSSARMS: SINGLE OR DOUBLE _____; MATERIAL _____; SIZE _____ BY _____
- M) INSULATORS: PIN OR SUSPENSION POST _____; MANUFACTURER'S AND CATALOGUE NO. HUBBELL
- N) CONDUCTOR ATTACHMENT: TIES OR CLAMPS CLAMPS
- O) APPLICANT HAS CONTACTED 1-800-336-9183, U.P. COMMUNICATION DEPARTMENT,
AND HAS DETERMINED FIBER OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED.
TICKET NO. _____
- P) IF POWER LINE PARALLELS TRACK WITHIN 1/2 MILE, INCLUDE DIAGRAM SHOWING SPACING AND CONFIGURATION OF WIRES INCLUDING SHIELD WIRES.

EXHIBIT "A"-2

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Worthington Sub.

M. P. 147.00 E. S. 1357+50

OVERHEAD WIRELINE CROSSING

WINDOM COTTONWOOD MN
(CROSSING THE TRACKS) (CROSSING)
FOR WINDOM MUNICIPAL UTILITIES
(APPLICABLE)

RR FILE NO. 529-81 DATE 04/30/2021

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE
CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE. PHONE: 1-800-336-9183

Folder: 00529-81

To the Contractor:

Before Union Pacific Railroad Company can permit you to perform work on its right of way, it will be necessary to complete two originals of the enclosed Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement.
2. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
3. Please print two copies, execute on your behalf and return ALL DOCUMENTS, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690 Attn: Craig Benson.
4. Payment in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.
5. Railroad Protective Liability Insurance (RPLI) certificate listing folder number 00529-81. Only one RPI certificate is required and must be on a separate certificate from your general liability insurance.

After approval of the Right of Entry Agreement and insurance certificate, one fully-executed counterpart of the Agreement will be returned to you. In no event should you begin work until you have received your counterpart of the fully-executed Agreement.

Sincerely,

Craig Benson
Mgr II Real Estate Contracts - Real Estate

EXHIBIT B
TO
SUPPLEMENTAL AGREEMENT

Folder No. 00529-81

Form Approved, AVP-Law
09/01/2018

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ by and between
UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and
_____, a
_____ corporation ("Contractor"), to be
addressed at _____.

RECITALS:

The Contractor has been hired by **Windom Municipal Utilities** to replace existing conductors and poles (the "work"), with all or a portion of such work to be performed on property of Railroad at Mile Post 147, on the Worthington Subdivision at or near WINDOM, COTTONWOOD County, Minnesota. pursuant to a Supplemental Agreement between Railroad and Windom Municipal Utilities with an effective date of 5/10/2021 at such location as shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.

Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **C**, attached hereto, are hereby made a part of this Agreement.

Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

www.up.com/real_estate/third-party-flagging/index.htm	James R. Brenner MGR I SIGNAL MNTCE Cell Phone: 608 387-1179 Email: jrbrenne@up.com
--	--

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

Article V. TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for one (1) year, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article VI. CERTIFICATE OF INSURANCE.

A. Only upon request, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No: 00529-81
Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, Nebraska 68179-1690

Article VII. CHOICE OF FORUM.

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of Nebraska and Minnesota only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article VIII. DISMISSAL OF CONTRACTOR's EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

Article IX. ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **One Thousand Dollars (\$1,000.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

Article X. CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

Article XI. EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Craig Benson
Mgr II Real Estate Contracts - Real Estate

(Contractor Name)

By _____

Name: _____

Title: _____

Telephone: _____

Email: _____



LEGEND.

OVERHEAD WIRELINE ENCROACHMENT..... - - - - -
OVERHEAD WIRELINE CROSSING..... = = = = =
UTILITY POLE ●
UPRRCO, R/W OUTLINED..... - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A-1"

UNION PACIFIC RAILROAD COMPANY

WINDOM, COTTONWOOD, CO

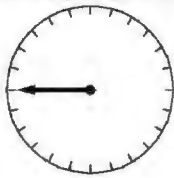
M.P. 147.00 - WORTHINGTON SUB

C. ST. P. M. & O. RY CO. V.8 / 13
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 4/30/2021
JDB FILE: 529-81

CADD FILENAME	0052981.dgn
SCAN FILENAME	X

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

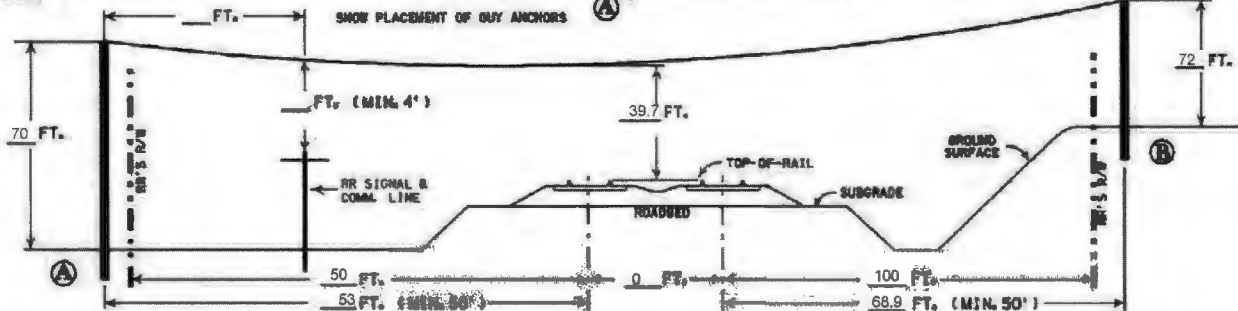
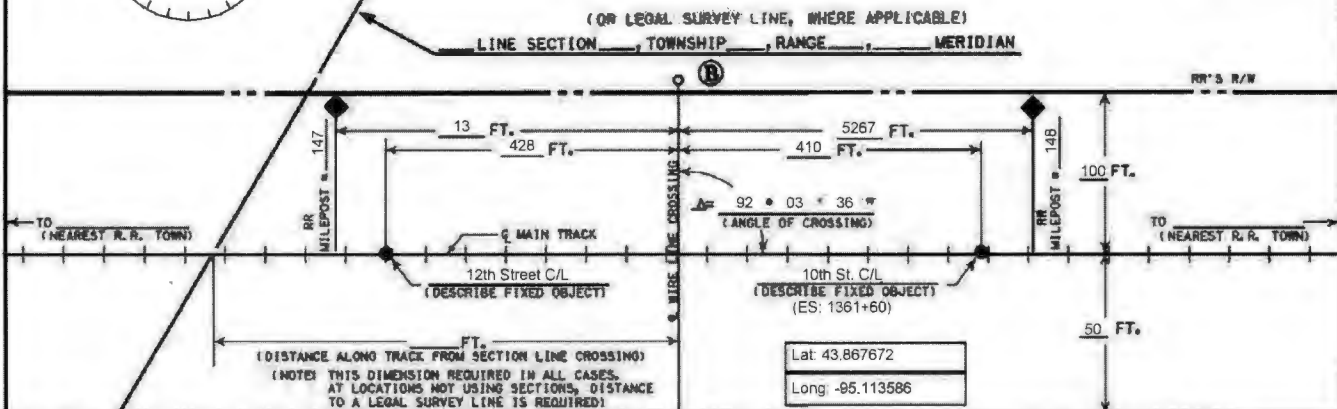


OVERHEAD WIRELINE CROSSING OVER 750 VOLTS

FORM DR-0404-H
REV 10-26-2007
www.uprr.com

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO EXPEDITE THIS APPLICATION.

NO SCALE



CIRCUITS TO BE CARRIED ON PROPOSED WIRELINE

NO. OF CIRCUITS	VOLTAGE TO GROUND(KV)	VOLTAGE TO VOLTAGE(KV)	PHASES	NO. OF WIRES	GAUGE	MATERIAL	SOLID OR STRAINED	HEIGHT
1	41.83	69	3	4	40	ACSR	STRANDED	39.7

NOTES :

- A) DISTRIBUTION LINE TRANSMISSION LINE
- B) IS THERE A SIGNAL OR COMMUNICATION POLELINE NEAR THE TRACKS? NO
- C) MAXIMUM GROUND CURRENT AT FEED: 0 AMPS. AT LOAD: 357 AMPS.
- D) WHAT TYPE OF FACILITY WILL LINE BE SERVING? UTILITY SUBSTATION
- E) IF A NEW POWER SUBSTATION IS TO BE BUILT WITHIN 1/2 MILE OF RR, WHAT IS MAX:
OPERATING CURRENT TO GROUND? AMPS; RESISTANCE TO GROUND? OHMS;
FAULT CURRENT TO GROUND? AMPS.
- F) GROUND WIRE: SIZE 375; MATERIAL EHS; SOLID OR STRANDED STRANDED.
- G) CROSSING SPAN: LENGTH 122 FT.; NORMAL CONDUCTOR SAG 33 IN. AT 60 °F.
- H) ADJOINING SPANS: LENGTH 112 FT.; NORMAL CONDUCTOR SAG 28 IN. AT 60 °F.
LENGTH 238 FT.; NORMAL CONDUCTOR SAG 40 IN. AT 60 °F.
- I) POLE 1: TIMBER LENGTH 80 FT. DEPTH OF SETTING 10 FT.
HEIGHT ABOVE GROUND 70 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
- POLE 2: TIMBER LENGTH 86 FT. DEPTH OF SETTING 14 FT.
HEIGHT ABOVE GROUND 72 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
- (IF STEEL TOWERS ARE EMPLOYED, FURNISH DETAIL DRAWINGS)
- J) HEAD GUYS: NUMBER ON EACH POLE ; SIZE OR STRENGTH ; LEAD .
- K) SIDE GUYS: NUMBER EACH WAY ; SIZE OR STRENGTH ; LEAD .
- L) CROSSARMS: SINGLE OR DOUBLE ; MATERIAL ; SIZE BY .
- M) INSULATORS: PIN OR SUSPENSION POST ; MANUFACTURER'S AND CATALOGUE NO. HUBBELL
- N) CONDUCTOR ATTACHMENT: TIES OR CLAMPS CLAMPS
- O) APPLICANT HAS CONTACTED 1-800-336-9193, U.P. COMMUNICATIONS DEPARTMENT,
AND HAS DETERMINED FIBER OPTIC CABLE EXIST IN VICINITY OF WORK TO BE PERFORMED.
TICKET NO.
- P) IF POWER LINE PARALLELS TRACK WITHIN 1/2 MILE, INCLUDE DIAGRAM SHOWING SPACING AND CONFIGURATION OF WIRES INCLUDING SHIELD WIRES.

EXHIBIT "A"-2

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Worthington Sub.

M. P. 147.00 E. S. 1357+50

OVERHEAD WIRELINE CROSSING

WINDOM COTTONWOOD MN
CROSSING THE STATION COTTONWOOD
FOR WINDOM MUNICIPAL UTILITIES
(APPLICABLE)

RR FILE NO. 529-81 DATE 04/30/2021

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE
CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE. PHONE: 1-800-336-9193

09/01/2018

EXHIBIT B
To
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of

five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's then current safety standards located at www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of

Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

Form Approved, AVP-Law
09/01/2018

EXHIBIT C

**Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT A TASK ORDER

Task Order No. 03-006-371151

Effective Date: May 18, 2021

Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: The City of Windom, Mn (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 3rd day of January, 2017.

TASK ORDER PROJECT NAME: **Commercial Park Cul-de-sac, Windom, Mn**

TASK ORDER PROJECT DESCRIPTION: Street and Storm Sewer Improvements a new Commercial Park Cul-de-sac and right turn lane on Hwy 60.

DGR CONTACT PERSON: **Dan Van Schepen**

CLIENT CONTACT PERSON: **Steve Nasby, City Administrator**
 Brian Cooley, Street Superintendent

SCOPE OF WORK:

Topographic survey, street assessments, design, contract administration, staking and project observation as requested by the City for the project scope approved by Council, 5-18-2021 (see project scope documents).

Topographical Survey

Set horizontal and vertical control to be used for the staking of the improvements and to collect horizontal and vertical data of the existing features (paved surfaces, utility structures, surface of ground, etc.) to be used to design the proposed improvements. Contact utility companies that may have buried or overhead utilities within the construction limits for a utility locate.

Design, Plans & Special Provisions

Attend a project initiation/planning meetings with the City of Windom to review the proposed improvements. Prepare preliminary construction plans and special provisions for submittal to the City of Windom and the Minnesota Department of Transportation (DOT) for review. Prepare final construction plans and special provisions to include:

- Evaluate existing slopes & widths and design the proposed improvements to blend into the existing streets to the greatest extent possible.
- Design storm sewer, determine the sizing of sewer pipe and structures.
- Design new street pavement for each of the streets included in the scope according to the soil report prepared by the soils engineer for this project.
- Determine street grades to accommodate existing driveways.
- Preparation of quantities for the proposed improvements for the Owner to obtain bids for construction.
- Prepare special provisions and construction details for the proposed improvements utilizing the Minnesota DOT Standard Specifications for Construction.

- If requested, attend a public hearing to review the project and answer questions from the public and/or the City Council.
- The Engineer shall provide the Owner with a record sets of plans and specifications and copies as requested for staff construction purposes. The Engineer will assist the Owner in preparing bid forms for receiving bids on the various units of construction, construction agreement and bonds. Assist with the Bid Letting and preparation of contract documents after Project Award.

Assist the Owner with making arrangements for a subsurface investigation of the soils on the project. The contract for the subsurface investigation would be directly with the Owner. DGR Engineering will assist with selecting locations for the soil exploration.

Schedule: Design in June through July with final plans completed to facilitate a Bid Letting date tentatively planned for August 2021.

Construction Services

Construction Staking

Perform staking for construction of the proposed storm sewer and street paving improvements. The staking needs will vary depending on the Contractor's needs.

Construction Administration

The Engineer will assist the Owner in receiving bids on the various units of construction, construction agreement and bonds. The Engineer will assist the Owner in the award of construction contracts and the preparation of contract documents with the successful Contractor. Assist the Owner with project administration as required and includes review meetings or conferences with affected parties.

During construction, the Engineer will recommend the Owner retain the services of a Materials Testing Firm to perform the necessary tests for utility trench backfill materials, subgrade compaction and paving materials. The cost associated with the Materials Testing Firm is not included in this Agreement.

Construction Observation

The DGR Construction Observer will keep a record or log of the Contractor's construction activities including notes on the nature and cost of any extra work or change orders during construction. The Observer will obtain measurements required to determine the work completed by the Contractor for purposes of Progress Payments. Maintain daily quantity records and work reports including an electronic file containing project documentation. DGR Engineering will also address questions that arise as needed and/or requested.

Following completion of the project, DGR Engineering will revise the project plans to reflect changes during construction. These drawings would become record drawings for the project. The record drawing information is to be provided by the Contractor.

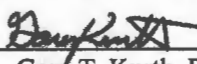
Construction Observation and Staking costs can and will vary due to several factors including the weather, contractor work performance and pace of construction.

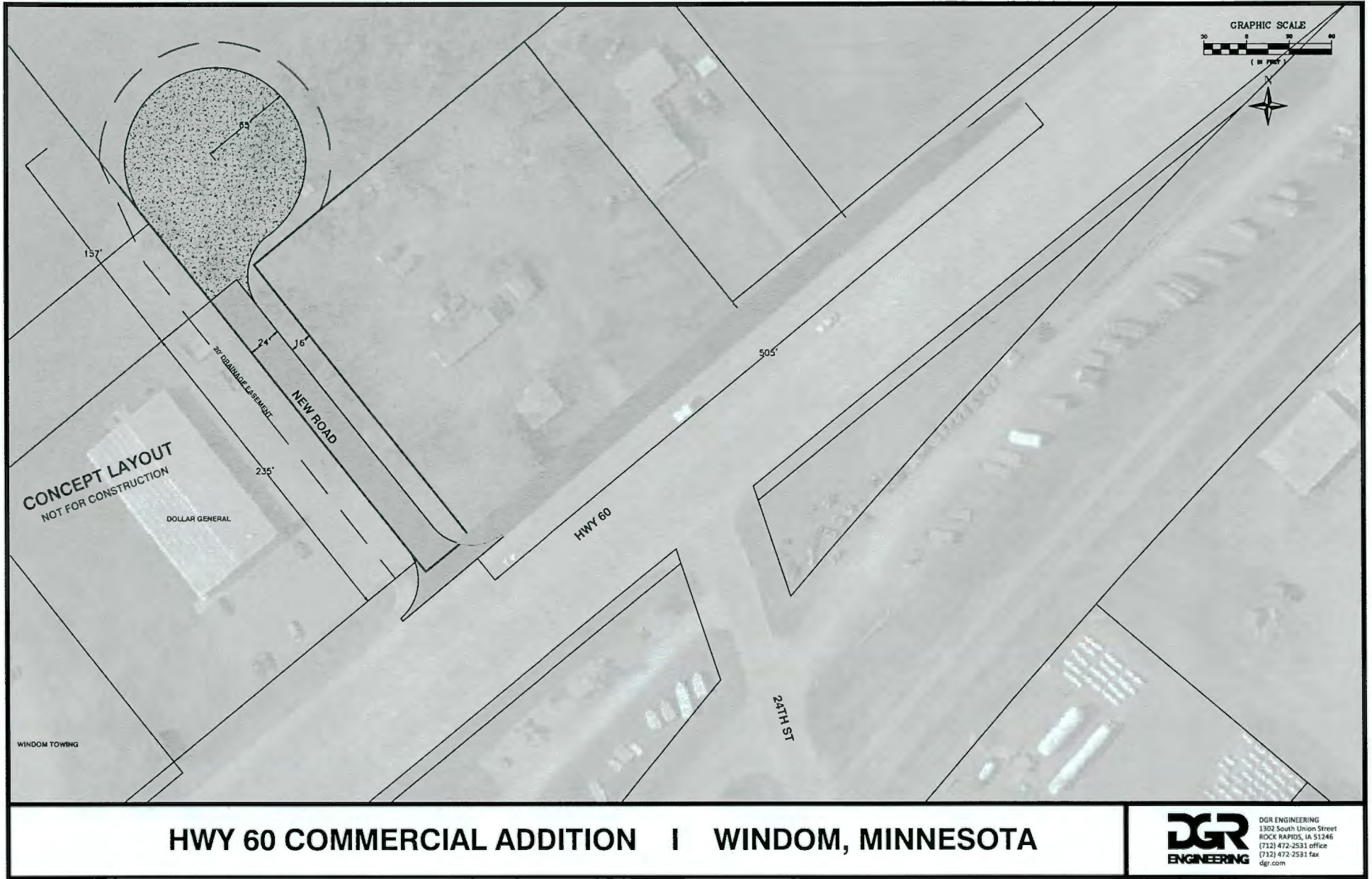
FEE ARRANGEMENT: All services – Billed at Current Hourly Rates with an estimated fee of \$91,000.00

Estimated Service Fees

Topographic Survey- \$3,000
Preliminary Design- \$3,500
Design- \$26,000
Construction Staking- \$6,500
Construction Administration- \$16,000
Construction Observation- \$36,000

SPECIAL TERMS AND CONDITIONS: None

<u>The City of Windom, Mn</u> (Client)	<u>DeWild Grant Reckert and Associates Company</u> <u>d/b/a DGR Engineering</u> (Consultant)
By: _____	By: <u></u> Gary T. Kurth, P.E.
Title: _____ (Authorized signature and Title)	Title: <u>Vice President</u> (Authorized signature and Title)
Address: <u>444 9th Street</u>	Address: <u>1302 South Union Street</u>
City: <u>Windom, Mn 56101</u>	City: <u>Rock Rapids, IA 51246</u>
Date: <u>5-18-21</u>	Date: <u>5-7-21</u>



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: MAY 18, 2021
RE: Request for Extension of SCDP Grant Round
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 approve a motion authorizing the EDA/City to submit a Grant Amendment Request Form applying for an extension of the deadline for completion of the current Small Cities Development Program (SCDP) Grant Round and authorizing the Mayor or City Administrator to sign this Request.

Issue Summary/Background

The Minnesota Department of Employment and Economic Development (DEED) awarded a Small Cities Development Program (SCDP) grant to the City in 2018. Pursuant to the Grant Contract between the State of Minnesota (acting through DEED) and the City, the grant period expires on September 30, 2021.

Because of COVID-19, submission of applications for the program was greatly reduced and approved projects were not completed. In 2021, there has also been a delay in completion of projects because of COVID-19, contractors' schedules, and increase in prices of building materials.

There are sufficient funds to rehab a number of additional homes. However, the September 30th deadline would not allow these applications to be processed or the rehab work to be completed. For those reasons, the EDA has contacted the DEED Regional Representative to determine if there is a possibility of extension of the deadline for completion of the program. He provided the EDA with a "Grant Amendment Request Form" to apply for an extension of the deadline for expiration of the Small Cities Development Program.

Staff is requesting that the City Council approve a request to DEED for an extension of the SCDP for one year until September 30, 2022.

Fiscal Impact

There should be no fiscal impact to the City to apply for an extension of the deadline for the Small Cities Development Program.

Attachments

None.

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: CITY COUNCIL
FROM: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: MAY 18, 2021
RE: Resolution Accepting the DEED Redevelopment Grant
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 adopt the Resolution accepting a DEED Redevelopment Grant to assist with redevelopment of the Cemstone Property on the south side of Cottonwood Lake.

Issue Summary/Background

A DEED Redevelopment Grant has been awarded to the City of Windom for \$424,905 to assist with the demolition and removal of the concrete plant, other building on site, concrete bunkers, concrete pads, driveway, concrete bank supports, and removal of the concrete piles. There are benefits of redeveloping the 34-acre property associated with housing, lake protection, wellhead protection, and pedestrian safety. A redevelopment timeline still has to be confirmed with Cemstone.

The EDA has an existing committee working on the project. This committee has and will be meeting with Cemstone. The committee includes: EDA Board Member and City Council Member Marv Grunig, EDA Liaison and Mayor Dominic Jones, EDA Executive Director Drew Hage, and City Administrator Steve Nasby.

TIF District 1-22 has been established to help with the redevelopment project. The TIF District includes the Cemstone Redevelopment Area, the Lakeside Apartment, and the EDA Spec Building property. New tax increment from the Lakeside Apartment, the proposed 84-unit market rate apartment building, and other new developments within the Cemstone Redevelopment Area will create new tax increment to support the redevelopment project.

There is a fifty percent (50%) match requirement for the grant. Eligible match can include purchasing the property and the installation of infrastructure (sewer, water, storm sewer, and city street) on the property. The source of the match would likely be a bond to fund the property acquisition, site improvements, and infrastructure. Details of the project will be developed by the committee and the EDA Board and will be presented to the City Council for the final decision.

Fiscal Impact

Accepting the grant does not commit the City to moving forward with the redevelopment project. The plan is for this redevelopment project to support itself without general fund dollars.

Attachments

1. Resolution Accepting the DEED Redevelopment Grant.
2. Grant Contract Agreement.

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

**RESOLUTION AUTHORIZING ACCEPTANCE OF DEED REDEVELOPMENT
GRANT FOR THE CEMSTONE REDEVELOPMENT PROJECT**

WHEREAS, the City of Windom (City) and Economic Development Authority (EDA) have received notification of the awarding of a Redevelopment Grant from the Minnesota Department of Employment and Economic Development (DEED) in the amount of Four Hundred Twenty-four Thousand Nine Hundred Five Dollars (\$424,905) for the project entitled "Cemstone Redevelopment"; and

WHEREAS, the grant funds are to be used for site demolition which includes demolition of the Cemstone concrete plant and concrete bunkers on the property; and

WHEREAS, the grant requires a local match of at least Four Hundred Twenty-four Thousand Nine Hundred Five Dollars (\$424,905) and the proposed match by the City/EDA is the installation of infrastructure (sewer, water, storm sewer, and public street) on the property; and

WHEREAS, the demolition project and the City's installation of infrastructure on the property must be completed by June 30, 2024, or the grant will lapse; and

WHEREAS, the City received a proposed Grant Contract between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division (STATE); and

WHEREAS, it is in the best interest of the City that this grant award be accepted.

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

1. The City of Windom hereby accepts the Redevelopment Grant of Four Hundred Twenty-four Thousand Nine Hundred Five Dollars (\$424,905) awarded to the City of Windom by the State of Minnesota (as set forth above), and approves the terms of the grant.
2. The City of Windom approves the Grant Contract. The Mayor and City Administrator are hereby authorized to execute the Grant Contract and any future amendments on behalf of the City of Windom.
3. The City of Windom certifies that it will comply with applicable laws and regulations and requirements as contained in the Grant Contract and any amendments.

4. At the time that the project moves forward, the required match will be provided by the City/EDA.

Adopted by the Council this 18th day of May, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

SC #: 192957

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION

Redevelopment Grant Contract Agreement

Grant No: RDGP-21-0003-o-FY21
Cemstone Redevelopment Project

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division (State), and the city of Windom (Grantee).

Recitals

1. Under Minn. Stat. § 116J.571 the State is empowered to enter into this grant.
2. The State is in need of programs to do the following: create new jobs, increase the tax base and provide other public benefits by redeveloping underused or unproductive sites.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** March 26, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat. § 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. **The Grantee must not begin work under this grant contract agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. Accounting; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Grant Repayment; 16. Data Disclosure; 17. Reporting; 18. Conflict of Interest; and 19. Minnesota Business Subsidy Law.

2 Grantee's Duties

- 2.1 **Duties, Deliverables, and Completion Dates.** The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.
 - (a) Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 – 559 and the application submitted on February 1, 2021 for funding for the Cemstone Redevelopment Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.

- (b) Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, budget as defined in Section 4.1(a) below, or entire project's completion date, which must be approved by the State, prior to implementation.
- (c) Provide evidence to the State prior to the closeout of the grant that the Redevelopment activities have been completed.
- (d) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 *Provisions for Contracts and Sub-grants.*

- (a) ***Contract Provisions.*** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations.
- (b) ***Ineligible Use of Grant Funds.*** The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest bearing loan, a non-interest bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.
- (c) ***Job Listing Agreements.*** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.
- (d) ***Payment of Contractors and Subcontractors.*** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 **Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** State will pay the Grantee under this grant contract agreement as follows:

(a) **Redevelopment Costs.** The following table represents the total Redevelopment Costs.

Activities	Amount
Site Demolition (excludes concrete piles)	\$424,905.00
Soil Stabilization	\$45,000.00
Water Main	\$156,000.00
Sanitary Sewer	\$360,000.00
Storm Sewer	\$142,000.00
Public Street	\$168,300.00
TOTAL	\$1,296,205.00

(b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$424,905.00.

In accordance with Minn. Stat. § 116J.575, subd. 1, the grant may pay for up to 50 percent of the eligible costs for a qualifying site. This requires a local match of at least 50 percent. For the purpose of this project, based on the budget above, the local match portion is at least \$871,300.00 which may come from any other money available to the municipality.

4.2. **Payment**

(a) **Invoices.** The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget. The amount of grant funds requested by the Grantee cannot exceed fifty percent (50%) of the total approved Redevelopment costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. In order to ensure that all funds are drawn prior to the expiration date of the grant, all payment requests must be received at least 30 days prior to the grant-term expiration date.

(b) **Eligible Costs.** Eligible costs include the costs identified in the Section 4.1(a) of this Contract. The Grantee may not use these funds to provide loans to other entities or for administrative costs associated with managing the project this grant is funding.

(c) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted. This does not include costs for contractors to complete the activities listed in Section 4.1(a), which may be considered eligible at the discretion of the State.

(d) **Program Income.** Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved a re-use of the income.

- 4.3 ***Contracting and Bidding Requirements.*** Grantees that are municipalities must comply with Minn. Stat. § 471.345 if they are contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property. The Grantee must not contract with vendors who are suspended or debarred in Minnesota: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Erin Welle, Project Manager, 332 Minnesota Street, E200, St. Paul, MN 55101, 651-259-7453, erin.welle@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Drew Hage, EDA Executive Director, 444 – 9th Street, PO Box 38, Windom, MN 56101, 507-832-8661. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 ***Amendments and Adjustments.***

(a) ***Amendments.*** Any amendments to this grant contract agreement, with the exception of Grant Adjustment Notices (GANs), must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

(b) ***Grant Adjustment Notices (GANs).*** GANs must be approved by the State in writing, and require a written change request by the Grantee. A GAN may be used for the purposes of transferring budget amounts between line items that do not change the awarded value, or other grant status activity. All other changes require a formal amendment as stated in paragraph 7.2(a).

7.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Complete.*** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

Subject to the provisions and limitations of Minn. Stat. § 466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Accounting

Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Redevelopment Costs for each year in which grant disbursement and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

10 Government Data Practices and Intellectual Property

10.1 *Government Data Practices* The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 *Intellectual Property Representations*. The Grantee represents and warrants that Grantee's intellectual property used in the performance of this Contract does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this Contract infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. For DEED logos and formatting, please contact Laura Winge at 651-259-7173 or laura.winge@state.mn.us.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2 must be submitted to the State before December 31, 2021 or such a later date requested by the Grantee and approved by the State, or the State's obligation to fund the Grant may be terminated. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature; or,

(b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Grant Repayment

If a project fails to substantially provide the public benefits listed in the grant application within five years from the date of the grant award, the commissioner may require that 100 percent of the grant amount be repaid by the development authority over a term not to exceed ten years. The commissioner may exercise discretion to require repayment of only a portion of the grant amount taking into account the public benefits generated by the completed development.

16 Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Other Provisions

17 Reporting

Grantee must submit to the State annual reports on the use of funds and the progress of the Project covering July 1st through June 30th of each year. The reports must be received by the State no later than July 25th of each year. The reports must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the grantee, with past due progress reports. In addition, the Grantee shall submit a final report. The State will provide reporting forms.

18 Conflict of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

19 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 – 116J.995.

(The rest of this page is left intentionally blank)

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15.

Signed: Robin Culbertson

Date: 4/27/21

SWIFT Contract/PO No(s). 192957 PR 61000 PO 3-431654

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

Grantee: City of Windom

Grant Name: Cemstone Redevelopment

Grant Number: RDGP-21-0003-o-FY21

3. STATE AGENCY

By: _____
(with delegated authority)

Title: Deputy Commissioner

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative - Photo Copy

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 *[Signature]*
DATE: May 13, 2021
RE: Public Safety & Fire Department Budget Comparisons

At the April 20, 2021 City Council meeting staff was requested to collect information from other communities that related to Public Safety, Fire Department budgets and Fire Fees. This memorandum addresses the Public Safety and Fire Department budgets while a separate memorandum from the Fire Chief presents the Fire Fee data.

The attached spreadsheet shows revenue and budgeted expense data for Windom plus nine other communities in SW Minnesota ranging in size from Marshall to Mt. Lake. This information was collected from the Office of the State Auditor (Minnesota City Budgets) and from the participating communities. Total General Fund Revenues were used as was the State Auditor's "Public Safety Expenditures" data. The Fire Department budgets were obtained from the individual communities as these are not separated in the State Auditor's Public Safety category.

Public Safety budgets shown on the top half of the spreadsheet range between 17.9% to 30.3% of General Fund Revenues, with an average of 23.6%. The lower half of the spreadsheet shows the same information, but excludes the three cities that receive State Road Aid as these revenues/expenses impact the data when compared to non-State Road Aid cities. The average Public Safety budget for the non-State Road Aid cities is 24.5%. Windom's Public Safety budget is 25.3% that is slightly above the average for all cities, but is very much in line with non-State Road Aid communities.

The same comparisons were done for just the Fire Department budgets for these communities. The averages for both the State Road Aid and non-State Road Aid cities show that Fire Department budgets in these other communities are higher than Windom's. Windom's Fire Department budget is 2.7% of Total General Revenue vs averages of 3.9% and 4.6% respectively.

The data indicates our Fire budget is lower than the average for non-State Road Aid cities. Revenue supporting the Fire Department is derived through property taxes, fire fees and service contracts. If additional expenses for the replacement of trucks and equipment is considered, and approved by the City Council, there will need to be a discussion on whether to raise revenue or shift existing revenues within the General Fund budget.

<u>Community Name</u>	<u>General Fund Revenue</u>	<u>2020 Public Safety Budget</u>	<u>2021 Fire Dept Budget</u>	<u>% Public Safety</u>	<u>% Fire Department</u>
Windom	\$ 7,482,856	\$ 1,894,874	\$ 205,149	25.3%	2.7%
Jackson	\$ 3,489,362	\$ 1,055,538	\$ 250,480	30.3%	7.2%
LeSueur	\$ 6,207,163	\$ 1,299,400	\$ 206,820	20.9%	3.3%
Luverne	\$ 7,295,890	\$ 1,321,405	\$ 208,020	18.1%	2.9%
Marshall *	\$ 22,596,887	\$ 4,048,032	\$ 674,686	17.9%	3.0%
Mountain Lake	\$ 2,521,078	\$ 701,863	\$ 162,620	27.8%	6.5%
Pipestone	\$ 6,187,224	\$ 1,182,065	\$ 208,020	19.1%	3.4%
Redwood Falls *	\$ 14,165,765	\$ 2,071,722	\$ 269,681	14.6%	1.9%
St. James	\$ 3,975,669	\$ 1,177,866	\$ 237,459	29.6%	6.0%
Worthington *	\$ 15,076,811	\$ 4,791,357	\$ 305,000	31.8%	2.0%
AVERAGES				23.6%	3.9%

INCLUDES CITIES WITH
STATE ROAD AID *

<u>Community Name</u>	<u>General Fund Revenue</u>	<u>2020 Public Safety Budget</u>	<u>2021 Fire Dept Budget</u>	<u>% Public Safety</u>	<u>% Fire Department</u>
Windom	\$ 7,482,856	\$ 1,894,874	\$ 205,149	25.3%	2.7%
Jackson	\$ 3,489,362	\$ 1,055,538	\$ 250,480	30.3%	7.2%
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Mountain Lake	\$ 2,521,078	\$ 701,863	\$ 162,620	27.8%	6.5%
Pipestone	\$ 6,187,224	\$ 1,182,065	\$ 208,020	19.1%	3.4%
St. James	\$ 3,975,669	\$ 1,177,866	\$ 237,459	29.6%	6.0%
AVERAGES				24.5%	4.6%

CITIES WITHOUT
STATE ROAD AID

WINDOM FIRE DEPARTMENT

444 9th St
WINDOM MN.56101

LOCAL FIRE DEPARTMENT FIRE RATES

PER YOUR REQUEST, I HAVE INCLUDED FOR YOUR REVIEW A LIST OF SOME OF THE AREA DEPARTMENT'S FIRE CALL RATES. WHEN I WAS COLLECTING THIS INFORMATION AND DISCUSSING FIRE CALL RATES WITH MANY OF THE AREA FIRE CHIEFS THE GENERAL CONSENSUS, WAS THAT THEY SHOULD LOOK AT RESTRUCTURING THEIR FIRE CALL RATES AS WELL. I ALSO FOUND THAT THERE IS NOT A STANDARD WAY THAT FIRE DEPARTMENTS BILL. SOME DEPARTMENTS ONLY CHARGE FOR PEOPLE THAT DO NOT LIVE IN CITY LIMITS, SOME CHARGE A DIFFERENT RATE FOR CITY CALLS VERSUS RURAL CALLS. MANY OF THE FIRE CHIEFS THAT I TALKED WITH THOUGHT THAT THE PROPOSED RATES THAT WE HAVE CAME UP WITH MAKES GOOD SENSE.

I HAVE ALSO ATTACHED A BREAK DOWN OF THE WINDOM FIRE DEPARTMENT BUDGET TO COST PER CALL, TO COST PER HOUR BASE ON THE NUMBER OF CALL THAT WE HAVE A YEAR, FOR THE LAST TEN YEARS.

IF YOU HAVE ANY QUESTIONS ABOUT THIS INFORMATION PLEASE FEEL FREE TO CONTACT ME.

**BEN DERICKSON
FIRE CHIEF
WFD55@WINDOMMN.COM
507-920-9003**

WINDOM FIRE DEPARTMENT

444 9th St
WINDOM MN.56101

FIRE FEE REVIEW – PROPOSED RATES

NO CHARGE CALLS

- CANCELLED ENROUTE PRIOR TO ARRIVING ON SCENE
- CALL BACK FOR REKINDLE OF THE SAME INCIDENT

\$500.00 FIRE CALL CHARGE

- FALSE ALARM CALL
- CARBON MONOXIDE DETECTOR CALL
- MEDICAL ASSIST CALL
- PD/SO ASSIST CALL
- TRAFFIC CONTROL ASSIST CALL
- PERSONNEL ELEVATOR EMERGENCY

\$1000.00 FIRE CALL CHARGE

- ACCIDENT
- VEHICLE ACCIDENT
- GAS/PROPANE LEAK
- CHEMICAL LEAK
- RESCUE CALL

\$2000.00 FIRE CALL CHARGE

- ANY CALL WITH FIRE
- ANY TYPE OF EXPLOSION

<u>Company Name</u>	<u>Call Rate</u>	<u>COMMENTS</u>
Adrian Fire Department	\$250.00	
Balaton Fire Department	\$700.00	
Currie Volunteer Fire Department	\$500.00	
Dovray Fire Department	\$500.00	
Edgerton Fire Department	\$500.00	
Ellsworth Fire Department	\$500.00	
Fulda Fire Department	\$500.00	
Garvin Fire Department	\$750.00	
Hardwick Fire Department	\$750.00	
Heron Lake Fire Department	\$500.00	
Hills Fire Department	\$500.-1,000.00	\$500 CITY-\$1000 RURAL
Jackson Fire Department	\$1,000.00	
Jasper Fire Department	\$400.00	
Jeffers Fire Department	\$1,000.00	
Lake Benton Fire Department	500.-+100	
Lakefield Fire Department	\$750.00	
Lamberton Fire Department	\$800.00	
Lismore Fire Department	\$750.00	
Luverne Fire Department	\$750.00	
Magnolia Fire Department	\$750.00	
Mountain Lake	\$1,000.00	
Okabena Fire Department	\$250.00	
Pipestone Fire Department	\$500-\$1500	NO CITY BILL \$500-\$1500 RURAL
Redwood Falls Fire Department	\$500-\$750	NO CITY BILL \$500 RURAL FASLE ALARM-CALL BUILD UP
Ruthton Fire Department	\$750.00	
Sanborn Fire Department	\$1,000.00	
Slayton Fire Department	\$250-\$750.	
Storden Fire Department	\$750.00	
Tracy Fire Department	\$750.00	
Tyler Fire Department	\$700.00	
Wabasso Fire Department	\$750.00	
Walnut Grove Fire Department	\$750.00	
Wanda Fire Department	\$750.00	
Westbrook Fire Department	\$750.00	
Wilmont Fire Department	\$0.00	
Windom Fire Department	\$1,000.00	
Worthington Fire Department	\$750-\$1000	\$750 FOR CITY-\$1000-RURAL FOR 5 HOUR
Marshall Fire Department	\$1000-\$1200	\$1000 FOR CITY-\$1200 FOR RURAL

COST PER CALL TO RUN THE FIRE DEPARTMENT

YEAR	BUDGET	NUMBER OF CALLS	COST PER CALL	HOURS WORKED	AVERAGE HOURS PER CALL	AVERAGE COST PER HOUR
2011	\$131,900.00	40	\$3,297.50	55.5	1.39	\$2,372.30
2012	\$132,300.00	57	\$2,321.05	67.5	1.18	\$1,966.99
2013	\$137,597.00	43	\$3,199.93	57	1.33	\$2,405.96
2014	\$137,915.00	48	\$2,873.23	58.5	1.22	\$2,355.11
2015	\$141,175.00	41	\$3,443.29	56	1.37	\$2,513.35
2016	\$149,815.00	45	\$3,329.22	56.5	1.26	\$2,642.24
2017	\$157,231.00	65	\$2,418.94	73.5	1.13	\$2,140.65
2018	\$171,885.00	62	\$2,772.34	83.5	1.35	\$2,053.59
2019	\$178,431.00	55	\$3,244.20	66.5	1.21	\$2,681.16
2020	\$177,472.00	49	\$3,621.88	61	1.24	\$2,920.87

MEMORANDUM



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

TO: Parks and Recreation Commission
FROM: Pirate Ship Working Group
DATE: May 14, 2021
RE: Pirate Ship Discussion

On May 13th representatives of the School District and Windom Baseball Association, along with Dr. Scott Kuecker, Parks & Recreation Commission Chair and City staff met to discuss the Pirate Ship at Island Park. The following is a summary of that discussion.

If Pirate Ship Remains in Current Location

- The Windom Baseball Association would take ownership of the structure with plans to donate it to the City upon improvements being completed.
- Windom Baseball Association (working with Dr. Kuecker) agree to address and pay for aesthetic improvements to the satisfaction of the Parks & Recreation Commission and School District.
- Placement of an American flag upon the structure would receive prior written approval of the Windom American Legion Post.
- All maintenance of the Pirate Ship and structure (present and future) would be done by the Windom Baseball Association at their expense.
- If the structure was donated, and accepted by the City, the City would cover the liability insurance as part of its LMCIT policy.

Relocation of Pirate Ship

- The Parks & Recreation Commission is on record of supporting the Pirate Ship in Island Park, but did not express a locational preference.
- Relocation is the preferred option of the School District. The School has a use agreement with the City.
- The Windom Baseball Association Board supports the current location and would not anticipate being involved with maintenance if the ship were relocated. Reasons for this position is that they feel the sight lines from the bleachers is good for baseball, the current location balances things in the outfield, a right field location would be too cluttered with the proximity to the scoreboard. The current location does not, in their opinion, obstruct the use of the football field, is not directly behind the goal posts nor does it negatively obstruct the vision of Island Park for vehicles on Highway 60/71. The back-side of the ship could be used to help advertise Island Park and/or events at the Park.
- Dr. Kuecker would continue to work with the Windom Baseball Association and City on making improvements to Island Park.

Removal of Pirate Ship

- Parties acknowledge that the City, as owners of the property, may remove the Pirate Ship and that the procedure for placement was not undertaken prior to construction.
- Parks & Recreation Commission on record of supporting the Pirate Ship in Island Park, but the final decision was left to the City Council.

If you have questions or need additional information please let me know and I can follow up with the appropriate party(ies).

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED:

Aye:

Nay:

Absent:

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR FEDERAL AIRPORT EXPENSES REIMBURSEMENT**

WHEREAS, the City of Windom has received notification of the awarding of a grant by the Minnesota Department of Transportation for the purpose of Federal Airport Expenses Reimbursement; and

WHEREAS, it is necessary that the City of Windom accept this grant and execute an Agreement with the Minnesota Department of Transportation concerning the terms of the grant.

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

1. That the City of Windom hereby accepts the State of Minnesota Grant Agreement No. 1046772 entitled "Grant Agreement for Federal Airport Expenses Reimbursement" for State Project No. A1701-C2 at the Windom Municipal Airport.
2. The Mayor and City Administrator are hereby authorized to execute this agreement and any amendments on behalf of the City of Windom.

Adopted by the Council this 18th day of May, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

CERTIFICATION

STATE OF MINNESOTA :
COUNTY OF COTTONWOOD:

I certify that the foregoing Resolution #2021-__ is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 18th day of May, 2021, as shown by the minutes of the meeting in my possession.

Steve Nasby, City Administrator

Notary Public

My Commission Expires: _____



STATE OF MINNESOTA
AGENCY AGREEMENT for
FEDERAL AIRPORT EXPENSES REIMBURSEMENT

This agreement is entered into by and between the City of Windom ("Local Government") and the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Local Government has received an Airport Coronavirus Response Grant Program ("ACRGP") Grant under the Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSA Act") (Public Law 116-260) directly from the Federal Aviation Administration ("FAA") to reimburse eligible airport expenses at Local Government's airport.
2. This agreement is not a subgrant of the ACRGP Grant funds. The FAA will be conducting oversight and monitoring the ACRGP Grant funding (see CRRSA FAQs for more information, at: <https://www.faa.gov/airports/crrsaa/media/ACRGP-FAQs-20210212.pdf>).
3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government's agent in accepting the federal funds on the Local Government's behalf and disbursing the federal funds to the Local Government for expenses at the airport.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on July 31, 2025.

2. Local Government's Duties

- 2.1. The Local Government designates MnDOT to act as its agent in accepting the federal funds on its behalf and disbursing the federal funds to the Local Government for airport expenses deemed allowable by the FAA under the CRRSA Act.
- 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
- 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Local Government will comply with all requirements and assurances in the ACRGP Grant, which is incorporated into this contract by reference.

3. MnDOT's Duties

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the CRRSA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.

- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

4. Payment

- 4.1. **Eligibility.** Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CRRSA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$13,000 in Federal CRRSA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
- 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the CRRSA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.

5. **Conditions of Payment.** Local Government's use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Crystal Nickles, or her successor or designee.

Title: Grants Specialist

Email: crystal.nickles@state.mn.us

6.2. The Local Government's Authorized Representative is:

Name: Denise Nichols

Title: Finance Assist/Deputy City Clerk

Email: Denise.nichols@windommn.com

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

7. **Assignment Amendments, Waiver, and Agreement Complete**

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8. **Liability and Claims**

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability. Minnesota Statutes Section 466.04 governs Local Government Liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any and all lawful claims or costs arising out of or incidental to Local Government's acts or omissions under this agreement and any *ultra vires* acts, including reasonable attorney fees incurred by MnDOT.

9. **Audits**

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.
11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination for Cause.** MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this

Agreement.

- 17. Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement. MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

LOCAL GOVERNMENT

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

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: John Nelson, Manager, River Bend Liquor
DATE: May 6, 2020
RE: Part-Time Stock Room Position Hiring
DEPT: Liquor Store
CONTACT: John Nelson John.Nelson@windommn.com

Recommendations/Options/Action Requested

1. The City Council approve the hiring of Kathryn "Kathy" Morpew as a Part-Time Union Liquor Store Clerk and Stock Room Person. Recommended starting wage is Step 1 of the Union Wage Schedule for Job Classification Liquor Clerk I. Upon completion of the 6-month probationary period, a step increase may be awarded due to her previous experience with River Bend Liquor and performance in this position.

Issue Summary/Background

On April 20, 2021, the Windom City Council approved the updated job description for a Part-Time Union Liquor Store Clerk & Stock Room Person, and approved the posting of the position. The job was posted internally for one week, and externally for two weeks.

Following discussion with the Liquor Store Committee, it is recommended by us to approve the hiring of Kathryn "Kathy" Morpew at a starting wage of \$15.28/hr. (Step 1 of the 2021 Union wage schedule) with an optional step increase at her six-month review and end of her probationary period.

Kathy's past work experience and work ethic at River Bend Liquor (since January 2020) has shown that she is an excellent candidate for this position.

Fiscal Impact

The fiscal impact for the hiring has been previously budgeted for in the 2021 Annual Budget.

Attachments

None

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: Steve Nasby and the City Council
FROM: Brian Cooley, Street and Parks Superintendent
DATE: May13, 2021
RE: 2021 Seasonal Hire
DEPT: Street & Parks Department
CONTACT: Brian.Cooley@windimmn.com

Recommendations/Options/Action Requested

I would like to recommend to the City Council to hire Joshua Hedman as seasonal worker for this spring and summer. Joshua's wage will be 11.50 per hour since this is his first year. His starting date will be on May 2021.

Issue Summary/Background

This will be Joshua's first year as a summer help with the city of windom and will conclude any further summer help hiring.

Fiscal Impact

The Street and Parks Department has three seasonal workers budgeted for 2021.

Attachments

None

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Tim Hogan, Recreation Director
DATE: May 18, 2021
RE: Seasonal Part Time
DEPT: Pool and Recreation
CONTACT: Tim Hogan 507-822-0514 (e-mail- tim.hogan@windommn.com)

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding the rehiring of the following Recreation and Pool employees for 2021:

Pool

Jordyn Alm	Shelby Erickson	Sophia Nelson	Gracie Bucher
Jadyn Wormstadt	Zach Squires	Claire Walinga	Abbi Ziseke
Kaylan Donchez	Elliot Espenson	Jacob VanNorman	Brooklyn Flaherty
Makenzie Dorenbos	Jenna Veenker	Makenna MacNamara	

Recreation

Kaitlee Huska	Kendyl Sammons	Jenna Veenker
Adam Perrizo	Hailey Veenker	Henry Erickson
Alexa O'Donnell	Braydon Kreofsky	Charlie Erickson
Matthew Voehl		

Issue Summary/Background

The above list of employees will be rehired by the pool and recreation department after satisfactory performance in the Summer 2020.

Fiscal Impact

Money is budgeted to pay the wages of seasonal employees of the pool and recreation.

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: Tim Hogan, Recreation Director
DATE: May 13, 2020
RE: Summer City Intern
DEPT: Park & Recreation, Community Center & City Hall
CONTACT: Tim Hogan 507-822-0514 (e-mail- tim.hogan@windommn.com)

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding the hiring of Porsha Porath for the Summer Internship Position. Hiring date would be May 19th at a rate of \$10.08 per hour.

Issue Summary/Background

Ms. Porath is attending college for Business Management and would like to have this internship with the City of Windom to get some experience in different departments.

Fiscal Impact

Funds are budgeted within the Departments to pay the wages of seasonal employees for the City.