

Council Meeting
Tuesday, November 16, 2021
City Council Chamber
6:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda

- Minutes

- Council Minutes – November 2 & 8, 2021
- Telecom Commission – November 4, 2021
- EDA Commission – November 8, 2021
- Planning Commission – November 9, 2021
- Library Board – November 9, 2021
- Park & Rec Commission – November 10, 2021

- Licenses

- Exempt Gambling Permits
 - Des Moines Valley Deer Hunters Assoc.
 - Windom Fire Dept. Relief Assoc.
- Annual Cigarette License Renewals
- Annual Game of Skill License Renewals
- Annual Theatre License Renewal
- Liquor License Renewals
 - Phat Pheasant Pub
 - Windom Duffy's Inc.
 - Plaza Jalisco II
 - Windom Country Club
 - River City Eatery LLC
 - Wine On-Sale
 - Beer On-Sale
 - Strong Beer Authorization
- China Restaurant
 - Wine On-Sale
 - Beer On-Sale
 - Strong Beer Authorization
- Windstream Inns LLC
 - Wine On-Sale
 - Beer On-Sale
 - Strong Beer Authorization

- Regular Bills

2. Public Hearing Misc. Special Assessments - Resolution

3. Proclamation of Appreciation – Dirk Abraham

4. Department Heads

5. Donation – Library - Judith Hintze

6. Disposition of Surplus Equipment – Telecom Van
7. Railroad Easement Agreement
8. Second Reading Ordinance #191 2nd Series Shoreland Sideyard Setback
 - Title & Summary
9. Resolution Awarding Cemstone Plant Demolition Project Bid
10. New Business
11. Old Business
12. Council Comments
13. Adjourn

**Regular Council Meeting
City Hall, Council Chamber
November 2, 2021
8:05 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, Jayesun Sherman, Jenny Quade, James Nelson and Lisa Farag

Council Absent: None

City Staff Present: Steve Nasby, City Administrator; Drew Hage, Development Director; Andy Spielman, Building Official; Jason Sykora, Electric Superintendent; Ben Derickson, Fire Chief; Jon Ketzenberg, Streets & Parks Foreman and Cory Hillesheim, Assistant Police Chief

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
 - Council Minutes – October 19, 2021
 - Community Center Commission – October 12, 2021
 - Utility Commission – October 20, 2021

Motion by Nelson second by Grunig approving the Consent Agenda. Motion carried 5 - 0

5. Department Heads:

None.

6. Proclamation – Employee Appreciation for Cheryl Lillegaard:

Jones thanked Cheryl Lillegaard for her years of service to the community.

Council Member Sherman introduced the Resolution No. 2021-84, entitled "A RESOLUTION EXPRESSING SINCERE APPRECIATION TO CHERYL LILLEGAARD FOR HONORABLE AND DEVOTED PUBLIC SERVICE TO THE CITY OF WINDOM, MINNESOTA" and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Farag, Grunig, Sherman, Nelson and Quade. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

7. 2022 Liquor License Fees Hearing:

Jones noted that the City Council had reduced liquor license fees by 50% during COVID for 2020 and the proposal is to return them to the prior fee structure. A public hearing was advertised.

Jones opened the public hearing at 8:11 pm. No comments were received. Jones closed the public hearing at 8:12 pm. Nasby said licensees received letters with the fee and hearing information.

8. First Reading Ordinance #191 2nd Series – Shoreland Side yard Setback:

Drew Hage, Development Director, said that the Planning Commission discussed this topic twice and looked at other area communities. Most communities used the underlying zoning district versus an overlay district with more restrictions. The DNR does not have any rules on side yards but is restrictive on set-back from the lakes\streams\rivers and potential run-off. Local builders were also contacted and they favored using the underlying zoning rules. With the shoreland overlay district there are impacts beyond Cottonwood Lake to include the river and Perkins Creek properties.

Andy Spielman, Building Official, said the impact for new development along the river or Perkins Creek would be low as the areas are already developed, but it does make for non-conforming properties. He said it would be easier to administer zoning rules using the underlying zoning versus an overlay district with additional restrictions. The Planning Commission had a split vote on this matter so there is no formal recommendation.

Grunig asked about the impact of the stricter side yard rule for the proposed Cemstone redevelopment and if that changed the number of lots available. Spielman replied that the side yard difference would be 8-9 feet on each side. Hage said the number of proposed lots is not changed, but the options for builders on home design could be more limited.

Jones asked if the shoreland overlay were not applied to river and Perkins Creek properties if those owners would have more flexibility. Spielman said there have only been a couple additions so the impact is low, but it would provide additional flexibility.

Motion by Sherman second by Quade to approve the first reading of Ordinance #191 2nd Series. Motion carried 5 – 0.

9. Resolution Authorizing Grant Contract for Airport Maintenance

Nasby said that this grant is for the operational maintenance for State fiscal years 2022 and 2023. There is not a match requirement and this is routine funding for the airport.

Council Member Sherman introduced the Resolution No. 2021-85, entitled "A RESOLUTION AUTHORIZING EXECUTION OF MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT CONTRACT FOR AIRPORT MAINTENANCE" and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Aye: Quade, Sherman, Nelson, Grunig and Farag. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

10. Resolution Designating Polling Place:

Jones noted that the City needs to annually set the polling place for elections and this is for 2022 and the designation is for the Windom Community Center.

Council Member Farag introduced the Resolution No. 2021-86, entitled "A RESOLUTION DESIGNATING ANNUAL POLLING PLACE" and moved its adoption. The Resolution was seconded by Sherman and on roll call vote: Aye: Sherman, Nelson, Quade, Farag and Grunig. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

11. Personnel – Shared Electric Inventory Clerk\Admin Assistant and Fire Fighters:

Sykora said that with changes of duties and technologies some tasks\duties that may be absorbed by other staff at the Electric Department and other duties could be combined with the City office. As such, this shared full-time position is being recommended along with the hiring of Lisa Vollan for the position.

Jones noted the Personnel Committee and Utility Commission recommended the shared position.

Motion by Grunig second by Quade to approve the Shared Electric Inventory Clerk\Administrative Assistant position and hire Lisa Vollan. Motion carried 5 – 0.

Ben Derickson, Fire Chief, said that eight weeks ago he had asked to replace some firefighters due to retirements. The Department had seven applications and six of those participated in testing. He is recommending the hiring of the top four candidates.

Motion by Sherman second by Farag to approve the hiring of Devin Homer, Daniel Maras, Jackson Oltmans and Isaak Paulson as firefighters. Motion carried 5 – 0.

Jones said there is also a request to ratify Jordan Bussa as 1st Assistant Fire Chief to fill the unexpired term of Lonny Vollan.

Motion by Sherman second by Farag to ratify Jordan Bussa as 1st Assistant Fire Chief for the unexpired term. Motion carried 5 – 0.

12. New Business:

None.

13. Old Business:

None.

14. Council Comments:

Sherman recognized the upcoming Veteran's Day holiday and it is a time to honor veterans.

Farag congratulated the Chamber for the Gala and thanked the award winners for their contributions to the community.

Grunig congratulated Cheryl Lillegaard for her service to the community and wished her well in retirement.

Nelson thanked veterans and those serving our country.

Quade recognized Veteran's Day and thanked those who are serving and who have served. She noted the Wine Tasting Event on November 12th from 6 – 8 pm at the Community Center.

Preliminary

Nasby said the Council CIP budget meeting is November 8th at 6 pm at the Community Center and the firearms simulator is open to the public for participation on December 2nd at 4 pm at the Law Enforcement center. He thanked veterans for their service.

Jones thanked veterans and those currently serving our country.

15. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 8:36 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

**City Council
Windom Community Center
November 8, 2021
6:00 p.m. Budget Work Session**

1. Call to Order:

The City Council budget workshop\meeting was called to order by Mayor Jones.

2. Roll Call:

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

Council Absent: Mayor Dominic Jones

City Staff Present: Steve Nasby, City Administrator; Cheryl Ulferts, Finance
Director/Controller; Spencer Winzenried, Community Center
Director and Jon Ketzenberg, Streets & Parks Foreman

3. 2021 Budget – Presentation of Capital Requests Impacting the Tax Levy:

Nasby gave a brief overview of the process as the Council will be reviewing the Capital items tonight from the General Fund and Special Revenue Fund capital requests that impact the tax levy. He noted a spread sheet had been sent to the Council members with the requests and the proposed overall budget for CIP items. Some reserve funds and potentially new bonding (equipment certificates) could be issued to pay for higher cost items with a life-span of 10 years or more. USDA pre-applications for some groups of requests are in process which included radios, turn-out gear and fire equipment. If USDA funds were granted there would be a 45% City match so funds should be allocated for match and if grants are not obtained the funds could be used for priority items or saved as down payments for 2023 purchases.

The Community Center has funds left over from the roof project that came in under budget due to insurance proceeds and lower cost roofing materials so approximately \$40,000 could be recaptured. They have \$50,000 in their equipment\mechanic fund at this time and the Street Department has \$25,000 in their equipment fund and \$25,000 had been set-aside for the dump\plow trucks.

Discussion by the City Council on priorities and how to fund larger cost items such as fire equipment and snow plows. Consensus was to look into longer term financing for the fire and street equipment. Some CIP requests are to continue to build set-aside funding for future purchases and other projects specifically target asset protection. Council felt that the focus needed to be on priorities and asset protection. The Council also wanted to work on reducing the tax levy from the preliminary amount.

Building\Zoning Code Review Study	\$ 2,444
EDA\Streets – New Cul-de-Sac	\$161,450 (in Reserves)
Fire – Turn out Gear (USDA grant match)	\$ 50,000

Preliminary

Fire – Hose Expander	\$ 6,975
Fire – Boat\6-wheeler\Unit 25 (USDA grant match)	\$ 50,000
Fire – Pumper	\$225,000
Parks – Building Improvements\Maintenance	\$ 10,000
Police – Hand Held Radios (USDA grant match)	\$ 20,000
Police – Weapons Cameras	\$ 9,000
Streets – Dump\Plow Trucks	\$375,000
Community Center – Equipment Fund	\$ 7,500
Community Center – Mechanical Fund	\$ 7,500
Library – Back Room Remodeling	\$ 2,500
Multiple Depts – Server and Network Upgrade	\$ 6,000

Council discussion and concurrence to recapture the unused Community Center roofing funds of \$40,000 to go to reserves and to place proceeds from the sale of the old dump\plow trucks into reserves as well when that occurs.

Nasby said based on the Council's funding decisions the use of reserves and new bonding funds would need to be included. New debt for equipment is estimated to equal annual debt payments of \$114,000 per \$1 million, based on a 10-year loan at 2.5% interest. The plan is to do the cul-de-sac with the 2024 Street project bonds, but the City may have to do it sooner if the bids are good when the turn lane project is done in 2022 so funds need to be available. Reserve funds of \$100,000 were recommended for use in the 2022 preliminary budget as there were more LGA funds received than budgeted as there was LGA uncertainty due to COVID last year.

Nasby would check with Ehlers & Associates on borrowing costs and compare with a possible USDA loan. Jones noted the USDA loan is likely the one that tops out at \$500,000 so some additional use of reserves may be yet necessary.

Council concurrence to go with the list of Capital projects as determined with the use of \$111,000 in General Fund reserves and have an equipment bond of \$550,000. This would put the 2022 tax levy at 2.98%

4. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 7:47 PM.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

**TELECOMMUNICATIONS COMMISSION MEETING
CITY OF WINDOM COUNCIL CHAMBER November 4th, 2021**

I. Call Meeting to Order. The meeting was called to order by Eichstadt at 6:08 PM

II. Roll Call:

President:	Travis Eichstadt	City Staff:	Steve Nasby <i>Absent</i>
V President:	JD Palm	City Staff:	Jeff Dahna
Secretary:	<i>vacant</i>	Council Liaison:	Jayesun Sherman <i>Absent</i>
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 September 27th, 2021 meeting

**Motion by Palm, to approve minutes from the September 27th, 2021 meeting. Seconded by Peterson.
Motion approves 3 to 0.**

IV. Project Updates: Dahna updates commissioners on:

Multi Dwelling Units – Telecom staff has installed G.Fast E3-16F units in Windom Apartment and River View Apartment buildings and working on cutting over subscribers. Staff continues migration of Central Office (CO) Customer Serving Area (CSA) subscribers to E7-2 system and new subscribers are migrated if applicable.

- Outside Plant (OSP) Expansion – Co Rd 17 – Necessary Fiber Optic PON Pedestal is back ordered until late spring of 2022. Contractor estimate to install 220 ft of fiber and duct at \$3.60 per foot. Exploring options for a PON Ped solution or move it to a spring project.

- Gove Acres – 17 housing lots. – Fiber Optic service drops installed to second house, duplex unit, club house, and adjacent house to the development. Fiber optic service drops fusion spliced.

- Guardian Inn project – Half of the second 16-unit building has WiFi premise equipment installed and the remaining half to be installed in a week or two.

- Cable TV Headend – staff has been working on broadcast network's equipment changes and upgrades.

V. Manager's Report: Dahna reports:

-Telecom Personnel – Training in new hire tech into the various management systems and fiber systems used by the Telecom Dept.

-Goggle transport connections were impacted for 6 days before a fiber optic jumper was found to be reversed on the transmit and receive.

-Zayo Bandwidth had an OC48 network element go down affecting our Telephone Switch SS7 A-Link Connections.

-Distribution Fiber Optic Cable Damage by contactor on Township Road/ 6th AVE – 10/17/2021 Staff conducted an out of hours maintenance action to cutover from the temporary fiber to a permanent repair

-Reassigned Number Database – FCC requirement is up and running.

-Equipment Lead Times- Electronics expected 12-26 weeks and some items no lead time given. Pedestals are 180 days, fiber varies 12-52 weeks. Some fiber optic cable manufactures have stopped taking new orders. Prices are going up 6-9%.

-Session Border Control (SBC) is on order for the FCC Robocall and NG911 future services.

VI. New Business: Dahna covers:

- NOC building – SMART GOAL Landscaping around the building. Working with contractor. Weather will be a factor.
- CATV Headend building- Large Air Conditioning Unit (R12) is down.

VII. Old Business: Dahna reports:

- Next Generation 911 (NG911) Inteliquent has the new contract for the next gen 911 system – Session Border Controller is on order to work with the Metaswitch Telco Switch.
- Notice of Infringement of US Patent – GM has reached out to Calix and Moss & Barnett law firm and requested that the two review the notice and recommend appropriate legal action. No update.
- STIR/SHAKEN – Ordered MetaSwitch Perimeta Session Border Controller units for the next phase of the Robo Call mitigation plan and NG911.
- Video Service – Commission reviews documents from JD Palm and discusses packages, rates, features, and next steps. Contract under legal review.
JD Palm leaves meeting at 7:22pm.

VIII. Commissioner's concerns and questions:

IX. Set Next Telecom meeting: November 22, 2021 at 6:00pm at the Community Center.

X. Adjourn: Meeting adjourned by unanimous consent at 8:05 pm.

Eichstadt, Telecom Committee Vice President

XXXX, Telecom Committee Secretary

Attest: _____
Jeff Dahna, Telecom General Manager

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
NOVEMBER 8, 2021

1. Call to Order: The meeting was called to order by Vice President McNamara at 12:01 p.m.

2. Roll Call & Guest Introductions:

EDA Commissioners: Ryan McNamara, Nancy Wepplo, Marv Grunig, and James Nelson. Absent: Rick Clerc.

Also Present: EDA Staff – Drew Hage, EDA Executive Director, and Mary Hensen, Admin. Asst.; Mayor Dominic Jones; City Administrator Steve Nasby; and Rahn Larson (Citizen).

3. Approval of Minutes: October 11, 2021:

Motion by Commissioner Grunig, seconded by Commissioner Nelson, to approve the Minutes of the EDA Meeting held on October 11, 2021. Motion carried 4-0.

4. North Windom Industrial Park – Proposed Sale of Property

A. Closed Session – Land Negotiations –

Parcel No. 25-556-0060 & Portion of Parcel No. 25-556-0130

Director Hage advised that a Purchase Agreement has been prepared and forwarded to Cemstone for review. Cemstone's attorney is in the process of verifying certain provisions of the Agreement with the EDA's TIF Attorney. The Board had previously reviewed terms in the Agreement and it was not necessary to go into closed session. Director Hage recapped that the EDA Board is required to hold a public hearing prior to the sale of EDA property. Notice of the public hearing was published in the October 27th edition of the Citizen newspaper.

B. Public Hearing on Proposed Sale

Vice President McNamara opened the public hearing at 12:04 p.m. on the proposed sale of Lot 1, Block 2 and the South 50 Feet of Outlot "A" in the North Windom Industrial Park to Cemstone Concrete Materials, LLC for the sales price of \$102,060. No one from the public was present to comment on the proposed sale. In response to a question, Director Hage advised that he had not received any comments by phone, in person, or by e-mail from the public concerning the proposed sale. Vice President McNamara closed the public hearing at 12:05 p.m.

Director Hage updated the Board that following receipt by the EDA of an executed Purchase Agreement from Cemstone, the EDA Board can hold a special meeting to approve the terms of the Purchase Agreement and authorize the EDA President to sign the Purchase Agreement.

5. River Bend Center – Phase II – Potential Sale of Property

A. Closed Session – Land Negotiations – Portions of Parcel No. 25-710-0062

Director Hage displayed an aerial of the property proposed for sale which is located south of the River Bend Liquor Store. This property is owned by the EDA and is referred to as River Bend Center Phase II. The proposal contains provisions for the City to acquire 40 feet located immediately south of the liquor store from the EDA for a potential future expansion of the liquor store. The City would also like to acquire property east of the liquor store from the EDA for parking. Terms include purchase of approximately 1 acre of property by the business which the business could retain or subdivide. Director Hage advised that the business is interested in making arrangements for soil borings and obtaining an estimate for installation of a private drive and elevating the building site. City Admin. Nasby outlined

the easements that would be included as part of this property transaction. He explained that the property acquisition and granting of easements by the Liquor Store would be a revenue neutral transaction. Director Hage reported that a proposed Option Agreement has been drafted for review. The proposed Agreement has been forwarded to the business interested in purchasing the property. However, the EDA has not received final edits from the business. If the transaction moves forward, more specifics concerning the project would be included in the Purchase Agreement. Director Hage advised that the EDA Board is required to hold a public hearing prior to approval of an Option Agreement because an option agreement is a commitment to sell property. Notice of the public hearing was published in the October 27th edition of the Citizen newspaper. The Board did not go into closed session.

B. Public Hearing on Potential Sale

Vice President McNamara opened the public hearing at 12:07 p.m. on the proposed sale of approximately 1 acre of property south of the River Bend Liquor Store (referred to as the middle and south tracts of River Bend Phase II) for the proposed sales price of \$75,000. No one from the public was present to comment on the proposed sale. Director Hage advised that he had not received any comments by phone, in person, or by e-mail from the public concerning the proposed sale. Vice President McNamara closed the public hearing at 12:08 p.m.

Director Hage updated the Board that following receipt by the EDA of an executed Option Agreement from the proposed purchaser, the EDA Board can hold a special meeting to approve the terms of the Option Agreement and authorize the EDA Officers to sign the Option Agreement.

6. EDA Spec Building

A. Closed Session – Land Negotiations – Parcel No. 25-839-0075

Director Hage stated that the EDA had received a signed Option Agreement from HyLife Foods of Windom concerning purchase of the EDA Spec Building property. He advised that the terms are the same as proposed to other developers including a sales price of \$250,000 and a requirement to build a minimum of a 50-unit apartment building on the property. The maximum number of units is 100. He noted that the EDA needs to hold a public hearing regarding this Option Agreement.

Motion by Commissioner Wepplo, seconded by Commissioner Grunig, calling for a public hearing to be held at the regular EDA Meeting scheduled for December 13, 2021, at noon concerning the Option Agreement submitted by HyLife Foods of Windom to purchase the EDA Spec Building property at 1925 North Redding Avenue. Motion carried 4-0.

B. Apartment Project Update: Director Hage reported that if HyLife Foods (as “Developer”) exercises its Option and purchases the property, the same minimum improvements for development of the property would be required as in previous option agreements. A draft site plan, rendering, and description of proposed materials and finishes for the exterior of the apartment building shall be submitted by the Developer prior to the City’s preparation of a Development Agreement.

The Spec Building is currently leased by HyLife Foods for storage. The rent payments for October and November will be applied towards the costs of repairs to the building which consisted of roof repairs and other repairs to the exterior of the building which were completed in September and October 2021. If the Developer exercises the Option Agreement, the rent payments (beginning with the December rent payment and continuing until the closing on the sale of the property) would be applied towards the purchase price for the property.

C. Workforce Housing Development Program – Forgivable Loan: Director Hage advised that

Minnesota Housing provides a Workforce Housing Development Program to assist small to medium-sized cities, communities or areas in Greater Minnesota with rental workforce housing needs. Funding is available for construction of market-rate residential rental properties in communities with proven job growth and demand for workforce rental housing. If a forgivable loan is pursued, prevailing wage does not apply to the project. The EDA and HyLife Foods would like to apply for a \$499,000 forgivable loan for the apartment building project on the Spec Building Property. The application deadline is January 11, 2022.

Director Hage further advised that a local government resolution is required from the City. He requested a recommendation from the EDA to the City Council regarding the local government resolution. After further discussion, it was the consensus of the EDA Board to recommend adoption of a local government resolution by the City Council in support of the Application and to further recommend the submission of an Application in the Workforce Housing Development Program concerning the proposed new housing project on the EDA's Spec Building property.

D. Update Rental Vacancy Rate: Director Hage reported that the Workforce Housing application requires a current vacancy rate. The housing study was completed by Viewpoint Consulting Group in 2014. Since that time, Viewpoint has provided additional rental vacancy updates. Director Hage is recommending that Windom's rental vacancy rate be updated by Viewpoint at this time. The estimated cost for the update is \$500. It was the consensus of the EDA Board that Viewpoint Consulting Group be retained to provide an update of Windom's rental vacancy rate at a cost not to exceed \$500.

7. Cemstone Property – South Cottonwood Lake

A. Easement Update: Director Hage reported that Staff has talked with Brian Bosshart and Dennis Rode regarding their property (Parcel No. 25-025-0201) and the easement to their property. Staff has also talked with the City Attorney who advised that the Cemstone Property could be purchased even if this easement remains. The property could be developed with the easement. Director Hage is recommending moving forward concerning the acquisition of the Cemstone Property and continuing to work with the parties concerning vacation of the easement.

B. Demolition Bid Update: The City received six bids for the Cemstone Plant Demolition. The bids were opened on October 28, 2021. The base bid covered the demolition of the Cemstone plant. The alternate covered the grubbing of trees and seeding in the quarry. Staff has received information from the engineer and City Attorney concerning awarding of the bid. The City Council will be discussing the bids on November 16th.

C. Request for Proposals: Director Hage reviewed the following timeline and response options for the RFP:

- Deadline for Receipt of Responses to RFPs: November 17, 2021
- Review of Responses: Late November
- Selection of Developer by EDA Board: December 13, 2021

D. TIF Spending Plan: Director Hage related that the financing of the Cemstone Redevelopment Project / South Cottonwood Lake Subdivision is through use of grant funds and TIF Funds. Director Hage reviewed the grants that have been awarded for the project and reviewed maps of the area. To utilize TIF Funds, a Spending Plan is needed. The EDA Board discussed this plan previously. The Spending Plan will need to be approved by Resolution of the EDA Board. The potential date for approving the Spending Plan is at the time of the approval of the Purchase Agreement. The TIF Spending Plan also needs to be approved by the City Council by Resolution after a public hearing.

E. Closed Session – Land Negotiations(1) Parcel: 25-025-0200 & 25-025-0201

The Board did not go into closed session.

8. S.M.A.R.T. Goals: Director Hage reviewed the status of the 2021 S.M.A.R.T. Goals with the Board. He also reviewed the proposed 2022 S.M.A.R.T. Goals with the Board and asked for any additional input from the Commissioners. Following discussion, Director Hage advised that he will be sending an email with the proposed 2022 Goals for the Commissioners to rank the priority of the goals and suggest any other goals. The final copy of the proposed goals will be reviewed for approval at the December EDA Meeting.
9. New Business: Director Hage reported that he had received an Application from Mari and Andy Harries (on behalf of the River City Eatery) for a façade improvement project. He related details of the application and displayed a drawing of potential new lettering to be used as a sign. The estimated costs of the project are \$6,585.00. The property owners would be providing \$3,585.00 of the costs and they are requesting a \$3,000 forgivable façade improvement loan from the EDA. Director Hage confirmed that the application meets the program requirements. After a brief discussion, the following action was taken.

Motion by Commissioner Grunig, seconded by Commissioner Nelson, to approve the forgivable loan from the Façade Improvement Program to Mari and Andy Harries in the amount of \$3,000.00 for the River City Eatery property. Motion carried 4-0.

10. UNFINISHED BUSINESS: None.
11. MISCELLANEOUS INFORMATION
 - A. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the September 2021 financial reports submitted by Van Binsbergen & Associates.
12. Adjourn: On consensus, Vice President McNamara adjourned the meeting at 1:28 p.m.

Attest:

Drew Hage, EDA Executive Director

Nancy Wepplo, EDA Secretary

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
NOVEMBER 9, 2021**

1. Call to Order: The meeting was called to order by Chairperson Wahl at 7:02 p.m.

2. Roll Call & Guest Introductions:

Planning Commission: Marilyn Wahl, Brett Mattson, Jared Baloun, Carol Hartman, Jeremy Johnson, and Brandon Pletcher.

Absent: Ben Byam and Lorri Cole.

Also Present: B&Z Staff: Zoning Admin. Andy Spielman and Admin. Asst. Mary Hensen; Mayor Dominic Jones (Liaison); and Drew Hage, EDA Development Director.

3. Approval of Meeting Notes: October 12, 2021

Motion by Commissioner Hartman, seconded by Commissioner Johnson, to approve the Planning Commission Meeting Notes for the Meeting held on October 12, 2021. Motion carried 6-0.

4. Land Use Code Review

A. Review of Consultant's Initial Submittals: Zoning Admin. Spielman updated the Commissioners concerning the review process. Rose Schroder and Wyatt Archer from Bolton & Menk have submitted proposed revisions to the Land Use Code for preliminary review by Staff. This is a continuing process as the revisions proposed by Staff are incorporated and resent for review. Revisions for new sections are being received every few days. Much of the review to date has involved procedural items, such as consolidating all of the definitions in Chapter 152 into one section, incorporating setback and minimum requirements for lots in the various zoning districts into charts, eliminating duplications in the code, recommending revisions for provisions that do not conform to Minnesota Statutes, etc.

Mayor Jones requested that after the revisions have been finalized, a redlined copy be provided for the City Council to update them on the proposed revisions to Chapter 152.

Zoning Admin. Spielman advised that some questions have arisen for which we need direction from the Planning Commission. He reviewed several of these items with the Commissioners and received input concerning these specific questions. It was the consensus of the Planning Commission:

(1) That the proposed new "mixed use" (which incorporates residential and commercial or institutional uses on one lot, parcel or structure) should be listed as a conditional use in B-1 and B-2 Districts and a permitted use in the B-3 District. This use would not be listed as a permitted or a conditional use in A-0, R-1, R-2, I-1, and I-2 Districts. The Planning Commission requested more specifics concerning criteria for mixed uses (including a new section that outlines these criteria) prior to making a recommendation regarding listing mixed use as a conditional use in the R-3 District.

(2) That "bed and breakfast facility" should be listed as a conditional use in the B-3 District, as proposed, in addition to its proposed listing as a conditional use in R-1, R-2, and B-1 Districts.

(3) That "automotive service station", "car wash", and "auto sales, service and repair" should be removed as uses (either permitted or conditional) in the B-3 District.

There will be further discussion at the next meeting concerning fences, review of a more defined section regarding mixed uses, and questions which arise in future updates from Bolton & Menk. Zoning Admin. Spielman then displayed a redlined version of the initial proposed revisions provided by Bolton & Menk and presented a brief overview.

The plan is to continue with the preliminary Staff review, bring questions to the Planning Commission for input, and then provide a final redlined version for review by the Planning Commission and subsequently by the City Council.

There is no specific timeframe for completion of this review and it will continue into 2022. In response to a question, Zoning Admin. Spielman advised that approximately 50% of the budgeted costs for the review have been expended.

5. Status of 2021 S.M.A.R.T. Goals: Zoning Admin. Spielman reviewed the status of the 2021 S.M.A.R.T. Goals with the Commissioners.
6. Review Proposed 2022 S.M.A.R.T. Goals: Zoning Admin. Spielman reviewed the proposed 2022 S.M.A.R.T. Goals with the Commissioners and asked if the Commissioners had any suggestions for additional goals. Commissioner Baloun requested that even though an incentive program has been established for demolition of blighted homes, that this goal be reinstated for 2022 for future budgeting purposes. After further discussion, the following action was taken.

Motion by Commissioner Baloun, seconded by Commissioner Hartman, to approve the 2022 S.M.A.R.T. Goals as presented with the reinstatement of 2021 Long-Term Goal No. 2 (Demolition of Blighted Homes) as Long-Term Goal No. 3 for 2022. Motion carried 6-0.

7. Other Business/Reports: None.
8. Unfinished Business
 - A. Shoreland Ordinance – Side Yard Setback – Update: Zoning Admin. Spielman provided an update concerning the Shoreland District's side yard setback discussion. At the October 12th Meeting, this item was again discussed by the Planning Commissioners. No vote was taken on the item as a quorum was not present. The consensus of those present was split and there was no recommendation by the Planning Commission. The EDA Board recommended amending the side yard setback in the Shoreland District to be the same as the underlying zoning district. Director Hage presented Ordinance 191, 2nd Series incorporating this change to the City Council for the first reading on November 2nd which was approved by the Council. The second reading and adoption of the ordinance is scheduled for the November 16th City Council Meeting. No action is required by the Planning Commission.
9. New Business: At the present time, it appears there will be a Planning Commission Meeting on December 14th to review additional code revision suggestions submitted by the consultants. Currently, there is no plan for the consultants to attend this meeting as the review process has not reached that point.
10. Planning Commission Comments, Concerns, Suggestions: None.
11. Adjourn: The meeting was adjourned by unanimous consent at 8:29 p.m.

Marilyn Wahl, Chairperson

Attest: _____
Andy Spielman, Zoning Administrator

Windom Library Board Meeting
City of Windom Council Chamber

November 9, 2021

5:05p.m.

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

2. Roll Call: Members Present: Steve Fresk, John Duscher, Wade Pfeiffer, and Kathy Hiley

Members Absent: Susan Ebeling, Anita Winkel, and Kari Scheitel

Library Staff Present: Dawn Aamot

City Council Member Present: None

3. Agenda and Minutes:

Motion by Steve Fresk and seconded by Wade Pfeiffer to approve the agenda and the minutes.

4. Financial Report:

There was no report from the city for us to approve.

5. Librarian's Report:

Dawn reported the following:

Eighteen boxes have been packed and are ready to be shipped to Better World Books. This is in addition to the 14 boxes shipped earlier this year.

Nancy began story times the week of Halloween. There has been a good turn out for the 1st – 5th graders on Thursdays @ 4 p.m.. A smaller group is attending the pre-school story time on Tuesdays at 4 p.m..

The library will participate in the Chamber's Christmas by Candlelight on Dec. 16 from 4 – 7.

The Windom Library has a new website, WindomLibrary.org. It offers a more inviting design. A link to this page will be setup from the City of Windom website.

The City Council approved our request for Capital Outlay of \$2,500 to complete the remodel in the back room.

Two more library Hot Spots have not been returned and likely won't ever be. Both were checked out after the patrons signed the user agreement that was implemented last month. These Hot Spots are valued at \$100. Dawn will be attending the Plum Creek System meeting on Wednesday and will check with other librarians to see what their policies are and what their experiences have been.

Librarian's Report was approved on a motion by Kathy Hiley and seconded by Steve Fresk.

6. Old Business:

See Librarian's Report.

7. New Business:

Dawn asked board members for SMART Goal ideas. The 2021 SMART Goal to add more non-English materials will be continued in 2022.

8. Book Suggestions:

9. Adjourn:

Meeting adjourned at 5:23 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

Windom Park & Recreation Commission

Minutes for Wednesday, November 10th, 2021

City Hall Council Chambers

Roll Call:

Present: Jess Smith, Jackie Jurgens, Bryan Joyce, Jill Knapp, Ron Kuecker, Jenny Quade, Lisa Farag

Absent: Josh Schunk, Brian Cooley, Jason Kloss

City Staff: Tim Hogan, Arena/Recreation Director, Jon Ketzenberg, Street & Parks Foreman

Public Present: Eric Haken, Lions Club

Call the Meeting to Order at 5:30 p.m. Meeting was called to order at 5:30pm by Jess Smith.

1. **Motion to Approve or amend agenda.** Motion by Jackie Jurgens to approve the agenda and second by Ron Kuecker. Motions carries.
2. **Approve Minutes from the October 13th meeting.** Motion by Ron Kuecker to approve the minutes from October 13th meeting and was second by Jackie Jurgens. Motion carries.
3. **Lions Club Shelter Update.** Eric Haken gave an update on the Tegels Park Shelter that they are looking to build. Eric gave the commission the proposed plans and drawings of the shelter for members to view. Eric said that they old bathrooms would stay at Tegels Park but the new shelter would also include new bathrooms. The idea would be that the old shelter would be taken down or relocated to a new park as it is still in fairly good condition. Ron Kuecker did ask if the Lions Club has talked to neighbors in the area about potential increase in use and noise with the new building going up. Eric stated that they have not. Jackie Jurgens asked if they had talked to the Community Center about parking. Jackie said for previous events such as Riverfest that the Community Center was not in favor of them using their parking lot for vehicles. Eric said they have not but would just utilize the Rec Area parking. Eric said that they have \$93,000 raised with a goal of \$250,000 for the project. Bryan Joyce added that the parks maintenance budget is very underfunded and was wondering if funds can be set aside each year for maintaining the new building so it does not get to the point of repair like some of the other shelters in town. Bryan stated that currently we do not have the funds available to take care of the shelters we currently have. Discussion was held to potentially charge a fee to rent and reserve the new building to help with those maintenance costs. Other shelters in Windom could be rented at no cost but the new one could possibly charge for use. Tim Hogan added that with the new software program that is being worked on that fees and a calendar would be in place for rental reservation and fees. A calendar would be available to select dates and times for a reservation as well as alert public if it is rented or available. Eric did ask if the city would be able to put in the toilets and urinals for the building. Jenny Quade said the city can assist the Lions Club with contacts for products through their vendors which could help with the pricing but would not have the funds to buy the materials. That money would need to be raised for the project. Kuecker asked about the sewer and if it would connect to the old bathrooms. Jon Ketzenberg stated that it could but the old bathroom sewer lines need repair and if new bathrooms are being put in that would be the time to fix the old lines as well. Jurgens mentioned that she still would like the Lions Club to have a conversation with the Community Center about parking.
4. **Mayflower Park**

- a) CVB Funding possibility. Tim Hogan said that the CVB is interested in getting Mayflower Park cleaned up so that it is more user friendly for the public and that they would like to see the frisbee golf course utilized. The CVB is possibly willing to help with the costs to get the park cleaned up. Tim stated that there have been past conversations about renting goats to clean up the buckthorn and weeds that have taken over the park. Tim said he is working on getting pricing from a company that would get goats in the park to clean it up. Jon Ketzenberg said that the staff has been in there mowing and getting it cleaned up. He said it is usable for public but there is a gate up to keep vehicles out. Jon said that public goes down there and rips up the grass and makes tire ruts with their vehicles when it is muddy. More information will be presented when costs come in and the CVB determines if they can help fund the project.
- 5. **Wolf Lake Walking Trail Grant.** Drew Hage with the EDA gave some information to the commission about a grant that the US Fish and Wildlife would like to apply for. The grant is an 80%-20% match that would help pay for a paved walking trail connected the rec area to Wolf Lake. US Fish and Wildlife said that they would cover 10% of the 20% match for the project so the city would have to come up with the other 10%. That 10% total would be around \$40,000. The hope is that the city would be able to get members of the community to help cover that 10% and the project could be done with zero cost to the city. Discussion was held about the project and that there still would be maintenance costs to the city to make repairs to the path and also mowing that would be done along the sides of the path. More information will be coming to the commission at a future date.
- 6. **Recreation Director report:**
 - a) **Horse Show Decision**
 - i. Discontinue horse shows inside the arena and promote events such as sports, concerts, trade shows on the concrete floor. Horse shows would be moved to the outside riding arena. Tim presented the financials to the commission in October which showed the costs and numbers for horse shows continues to go down and that it costs the city more money to have horse shows inside the Arena. Hauling in the material and taking the material out is also causing damage to the new concrete floor which also contains the ice making system within the concrete. The proposal would be to eliminate horse shows inside the Arena and move them to the outdoor riding arena. Shows could be held outdoors weather permitting. The inside of the Arena would then be booked to hold indoor concerts, spring sports practices, vendor shows, auctions, car shows, etc... Discussion was held and that everyone agrees that with the horse shows not bringing in the money that it used to that we need to look at other options so we do not damage the floor in the Arena. Bryan Joyce said that he would like to invite the fair board and the 4H club to the next meeting to discuss options because they utilize the arena footing during the fair. Tim mentioned that they could hold their events in the outdoor riding arena but would be difficult because of weather and the lack of seating around the outdoor riding arena. A decision was made to have the fair board and 4H attend the December meeting to discuss before making a recommendation to the Council.
 - b) **Snowshoes for Dynamite Park.** Tim said the Locate for Dynamite park was done and the post for the sign will be going in. A new door needs to be put on the shelter and then the snow shoes will be put up in the shelter. Tim said the project will be ready to go this winter. Tim said the snowshoes will be available on weekends from sun up to sun down as well as holidays when public may not be working and would be able to go snow shoeing.

- c) **Staffing:** We are still looking to hire a part-time staff member but still have not had any applicants. Tim mentioned that he has not had anyone apply for the part-time night and weekend position at the Arena so staffing has been tough. He is hoping to get someone hired soon to help with staffing hours.

7. Park Superintendent Report:

- a) **Budget Report Discussion Park Maintenance.** The parks maintenance budget was presented and maintenance for structures and grounds was increased by roughly \$2,000 in each of those line items. Jenny Quade also mentioned that in the Capitol Improvements meeting an additional \$10,000 for put aside for Parks maintenance. Ron mentioned also that he did some research on the wood chips for the playgrounds and found a company out of Mankato that he believes is less expensive than what they are currently using.
- b) **Parks Update for Winter.** Jon said that all of the parks have been winterized and the docks have also been pulled out for the winter.
- c) **Shelter Update Island Park.** Update on the shelter replacement at Island Park financials. It was previously stated that the funding that was put aside for the project was \$142,500. Jenny Quade said that at her budget meeting the number was \$112,500 for the new shelter. Follow up will be done to know the exact amount of funding for the project.
- d) **Sprinklers for Rec Area.** Jenny mention that there was not a request in the Capitol Improvements budget for sprinkler heads for the Rec Area but also that is why they did set aside that \$10,000 dollars for maintenance if needed for future project such as sprinkler repairs. Discussion was also held about talking to Toro to see if they would help with the costs or a discounted price. The City cannot solicit donations so a member of the commission may have to reach out to them.

8. Old Business:

9. **New Business:** Tim mentioned that members of the public would like to see a light at the top of Abbey Hill for sledding this winter. Jason Sykora said a light could be put up and would roughly be a cost to the city of \$25.00 a month. The commission thought that would be a good idea and mentioned how much use that park gets. Tim said that would put the light on a timer that would shut off at 9:00pm each night. Commission was in favor of the idea.

10. Open Mike: None

11. **Adjourn meeting.** Meeting was adjourned at 7:13pm by unanimous consent.

12. **Next Meeting December 8th @ 5:30 in the City Council Chambers**

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Des Moines Valley Chapter of MN. Deer Hunters Assoc. Previous Gambling Permit Number: X-03906-21-013

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 57610 370th St.

City: Mt. Lake State: MN Zip: 56159 County: Cottonwood

Name of Chief Executive Officer (CEO): Brian Bergling

CEO Daytime Phone: 507-221-0201 CEO Email: berglingbrian@yahoo.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Windom Community Center

Physical Address (do not use P.O. box): 1750 Cottonwood Lake Dr.

Check one:

☒ City: Windom Zip: 56101 County: Cottonwood

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): February 19th, 2022

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

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Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: B. Bergling Date: 10/29/2021
(Signature must be CEO's signature; designee may not sign)

Print Name: Brian Bergling

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Windom Fire Dept Relief Assoc

Previous Gambling Permit Number: X-34764-21-012

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if: _____

Mailing Address: P.O Box 189

City: Windom State: Mn Zip: 56101 County: Cottonwood

Name of Chief Executive Officer (CEO): Kevin Gotto

CEO Daytime Phone: 712-259-2098 CEO Email: keving@partnersmidwest.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): mlamaack@bankmidwest.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Windom Arena

Physical Address (do not use P.O. box): 1480 8th ave, Windom Mn 56101

Check one:

☒ City: Windom Zip: Mn County: Cottonwood

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): MAY 7, 2022

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☒ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: <u>Windom</u>	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: [Signature] Date: 11/9/21
 (Signature must be CEO's signature; designee may not sign)

Print Name: Kevin Gotto

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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2022 License Applications

Cigarette License \$20.00

Casey's General Store
Janu-6 Freedom Super Value Center
Hy-Vee
Riverbend Liquor
ExpressWay – Windom - Staples
Speedway
Dollar General

Game of Skill \$50 first game \$15.00 each additional game

Phat Pheasant
Godfathers Pizza
C & N Sales – Phat Pheasant
C & N Sales – Windom Country Club
Kyle Pillatzki – Arena

Theatre \$25.00

Windom Theater Inc.



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: ONSS License Period Ending: 12/31/2021 Iden: 10046
Issuing Authority: Windom
Licensee Name: Phat Pheasant Pub Inc.
Trade Name: Phat Pheasant Bar et al
Address: 2370 Hwy 60 East
Windom, MN 56101
Business Phone: 507-831-3977
License Fees: Off Sale: \$0.00 On Sale: \$2,000.00 Sunday: \$200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature

(Signature certifies all above information to be correct and license has been approved by city/county.)

Date

10-1-2021

City Clerk/Auditor Signature

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

Date

County Attorney Signature

County Board issued licenses only (Signature certifies licensee is eligible for license).

Date

Police/Sheriff Signature

Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Date

Scott But, Chief

11/01/21

☐ The Licensee is requesting an Outdoor Sales/Service of Alcoholic Beverages Endorsement as required per City of Windom Code of Ordinances §118.051. The outdoor area is included and listed in the required liquor liability insurance for the premise.



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: ONSS License Period Ending: 12/31/2021 Iden: 61764

Issuing Authority: Windom

Licensee Name: Windom Duffy's Inc

Trade Name: Duffy's Bar & Grill

Address: 745 2nd Ave N
Windom, MN 56101

Business Phone: 507-832-8070

License Fees: Off Sale: \$0.00 On Sale: \$2,000.00 Sunday: \$200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

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Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability. (3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Craig T. Clark Licensee Signature DOB SSN Date 10-11-2021
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only (Signature certifies licensee is eligible for license).

Scott R. Rott Police/Sheriff Signature Date 10/12/21
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

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Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement.

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: ONSS License Period Ending: 12/31/2021 Iden: 65969
Issuing Authority: Windom
Licensee Name: Plaza Jalisco II
Trade Name: Plaza Jalisco II
Address: 821 4th Ave
Windom, MN 56101
Business Phone: 507-832-8060
License Fees: Off Sale: \$0.00 On Sale: \$2,000.00 Sunday: \$200.00

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Licensee Signature

DOB

SSN

Date

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature

Date

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature

Date

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/ Sheriff Signature

Date

Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

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Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: ONSS License Period Ending: 12/31/2021 Iden: 5049
Issuing Authority: Windom
Licensee Name: Windom Country Club Inc.
Trade Name: Windom Country Club
Address: 2825 Country Club Rd/PO Box 74
Windom, MN 56101
Business Phone: 507-831-3489
License Fees: Off Sale: \$0.00 On Sale: \$2,000.00 Sunday: \$200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

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[Signature]
Licensee Signature
(Signature certifies all above information to be correct and license has been approved by city/county.)

2/10/21
Date

[Signature]
City Clerk/Auditor Signature
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

6 Oct 2021
Date

County Attorney Signature
County Board issued licenses only(Signature certifies licensee is eligible for license).

Date

[Signature]
Police/Sheriff Signature
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

10/05/21
Date

☐ The Licensee is requesting an Outdoor Sales/Service of Alcoholic Beverages Endorsement as required per City of Windom Code of Ordinances §118.051. The outdoor area is included and listed in the required liquor liability insurance for the premise.



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

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License Code: MWNONSB License Period Ending: 12/31/2021 Idem: 32679
Issuing Authority: Windom
Licensee Name: River City Eatery LLC
Trade Name: River City Eatery
Address: 344 10th St
Windom, MN 56101
Business Phone: 507-832-8383
License Fees: Off Sale: \$0.00 On Sale: \$150.00 Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

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Licensee Signature _____
(Signature certifies all above information to be correct and license has been approved by city/county.)

SSN _____

Date 10/13/2021

City Clerk/Auditor Signature _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

Date _____

County Attorney Signature _____
County Board issued licenses only (Signature certifies licensee is eligible for license).

Date _____

Police/Sheriff Signature _____
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Date 10/21/2021

☐ The Licensee is requesting an Outdoor Sales/Service of Alcoholic Beverages Endorsement as required per City of Windom Code of Ordinances §118.051. The outdoor area is included and listed in the required liquor liability insurance for the premise.



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

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License Code: 3.2ONSS License Period Ending: 12/31/2021 Iden: 32964
Issuing Authority: Windom
Licensee Name: River City Eatery LLC
Trade Name: River City Eatery
Address: 344 10th St
Windom, MN 56101
Business Phone: 507-832-8383
License Fees: Off Sale: \$0.00 On Sale: \$150.00 Sunday: \$0.00

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Licensee Signature DOD SSN
(Signature certifies all above information to be correct and license has been approved by city/county.)

10/13/2021

Date

City Clerk/Auditor Signature
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

Date

County Attorney Signature
County Board issued licenses only (Signature certifies licensee is eligible for license).

Date

Police/Sheriff Signature
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

10/12/2021

Date

☐ The Licensee is requesting an Outdoor Sales/Service of Alcoholic Beverages Endorsement as required per City of Windom Code of Ordinances §118.051. The outdoor area is included and listed in the required liquor liability insurance for the premise.



INTOXICATING MALT LIQUOR (STRONG BEER) LICENSE AUTHORIZATION

Name of Applicant: Andy Harries

Home Address: 1224 3rd Ave Windom MN 56101

Business in connection with which the proposed license will operate:

River City Eatery

Address of Business: 344 10th St Windom MN 56101

Required Minnesota Tax ID #: _____

Required Federal Tax ID #: _____

Applicant is (Owner), (Operator)

Name and address of Manager (if applicable) _____

License fee of \$100.00 must accompany this application.

I, the applicant, state that all statements in this application are true and correct. I hereby verify gross receipts are at least 60 percent attributable to the sale of food and hereby grant the City of Windom access to information to verify annual intoxicating liquor (strong beer) sales. I further acknowledge that I am in receipt of section **118.048 ON-SALE WINE LICENSE REQUIRED** of the Windom City Code detailing license requirements.

Signed: Andy Harries

Date: 10/13/2021

Report of Investigation: _____

Approved by the City Council _____





Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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License Code: MWNONSB License Period Ending: 12/31/2021 Idem: 8682
Issuing Authority: Windom
Licensee Name: Zhou, Yi-Xiang
Trade Name: China Restaurant
Address: 302 10th St
Windom, MN 56101
Business Phone: 5078315998
License Fees: Off Sale: \$0.00 On Sale: \$150.00 Sunday: \$0.00

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Yi Xiang Zhou
Licensee Signature
(Signature certifies all above information to be correct and license has been approved by city/county.)

SSN

10/29/21
Date

City Clerk/Auditor Signature
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

Date

County Attorney Signature
County Board issued licenses only(Signature certifies licensee is eligible for license).

Date

Scott R. Chief
Police/Sheriff Signature

11/01/21
Date

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Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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License Code: 3.2ONSS License Period Ending: 12/31/2021 Iden: 34001
Issuing Authority: Windom
Licensee Name: Zhou, Yi-Xiang
Trade Name: China Restaurant
Address: 302 10th St
Windom, MN 56101
Business Phone: 5078315998
License Fees: Off Sale: \$0.00 On Sale: \$100.00 Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

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Yi Xiang Zhou
Licensee Signature
(Signature certifies all above information to be correct and license has been approved by city/county.)

SSN

Date 10/29/21

City Clerk/Auditor Signature
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

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County Attorney Signature
County Board issued licenses only(Signature certifies licensee is eligible for license).

Date

Scott But, Chief
Police/Sheriff Signature

Date 11/01/21

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**INTOXICATING MALT LIQUOR
(STRONG BEER) LICENSE AUTHORIZATION**

Name of Applicant: Yi Xiang Z Hou

Home Address: 302 10th St.

Business in connection with which the proposed license will operate:

China Restaurant

Address of Business: 302 10th St.

Required Minnesota Tax ID #: _____

Required Federal Tax ID #: _____

Applicant is (Owner), (Operator)

Name and address of Manager (if applicable) Yi Xiang Z Hou

License fee of \$100.00 must accompany this application.

I, the applicant, state that all statements in this application are true and correct. I hereby verify gross receipts are at least 60 percent attributable to the sale of food and hereby grant the City of Windom access to information to verify annual intoxicating liquor (strong beer) sales. I further acknowledge that I am in receipt of section **118.048 ON-SALE WINE LICENSE REQUIRED** of the Windom City Code detailing license requirements.

Signed: Yi Xiang Z Hou

Date: 10/29/21

Report of Investigation: _____

Approved by the City Council _____





Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20-Retailer ID Card fee is received by Alcohol and Gambling Enforcement

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License Code: MWNONSB License Period Ending: 12/31/2021 Iden: 70605
Issuing Authority: Windom
Licensee Name: Windstream Inns LLC
Trade Name: Americinn
Address: 2270 Hwy 60
Windom, MN ~~56002~~ 56101
Business Phone: 7633140220 507 832 8300
License Fees: Off Sale: \$0.00 On Sale: \$150.00 Sunday: \$0.00

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3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature: Kathleen Wood SSN _____
(Signature certifies all above information to be correct and license has been approved by city/county.)

Date: 11/3/2021

City Clerk/Auditor Signature _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

Date _____

County Attorney Signature _____
County Board issued licenses only (Signature certifies licensee is eligible for license).

Date _____

Police/Sheriff Signature: Asst Chief of Police
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Date: 11/08/21

☐ The Licensee is requesting an Outdoor Sales/Service of Alcoholic Beverages Endorsement as required per City of Windom Code of Ordinances §118.051. The outdoor area is included and listed in the required liquor liability insurance for the premise.



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: 3.2ONSS License Period Ending: 12/31/2021 Iden: 70606
Issuing Authority: Windom
Licensee Name: Windstream Inns LLC
Trade Name: Americinn by Wyndham
Address: 2270 Hwy 60
Windom, MN 56002
Business Phone: 763-140220
License Fees: Off Sale: \$0.00 On Sale: \$150.00 Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature: Katharine Wood DOB: _____ SSN: _____
(Signature certifies all above information to be correct and license has been approved by city/county.)

Date: 11/3/2021

City Clerk/Auditor Signature: _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

Date: _____

County Attorney Signature: _____
County Board issued licenses only (Signature certifies licensee is eligible for license).

Date: _____

Police/ Sheriff Signature: Asst. Chief Police
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Date: 11/08/21

☐ The Licensee is requesting an Outdoor Sales/Service of Alcoholic Beverages Endorsement as required per City of Windom Code of Ordinances §118.051. The outdoor area is included and listed in the required liquor liability insurance for the premise.



**INTOXICATING MALT LIQUOR
(STRONG BEER) LICENSE AUTHORIZATION**

Name of Applicant: Windstream Inns LLC (Kathryne Wood)
Home Address: 11040 183rd Circle NW Suite C Elk River Mn

Business in connection with which the proposed license will operate:

Windstream Inns LLC

Address of Business: 2270 Hwy 100 E. Windom Mn 56101

Required Minnesota Tax ID #: _____

Required Federal Tax ID #: _____

Applicant is (Owner), (Operator)

Name and address of Manager (if applicable) Kathryne Wood 722 2nd Ave
Brewster Mn 56119

License fee of \$100.00 must accompany this application.

I, the applicant, state that all statements in this application are true and correct. I hereby verify gross receipts are at least 60 percent attributable to the sale of food and hereby grant the City of Windom access to information to verify annual intoxicating liquor (strong beer) sales. I further acknowledge that I am in receipt of section **118.048 ON-SALE WINE LICENSE REQUIRED** of the Windom City Code detailing license requirements.

Signed: Kathryne Wood

Date: 11/3/2021

Report of Investigation: _____

Approved by the City Council _____





Windom, MN

Expense Approval Report

By Fund

Payment Dates 10/30/2021 - 11/12/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
MN DEPT OF COMMERCE	11-08-2021	11/08/2021	2021 UNCLAIMED PROPERTY	100-20191	6.47
MN DEPT OF COMMERCE	11-08-2021	11/08/2021	2021 UNCLAIMED PROPERTY	100-20191	4.32
MN DEPT OF COMMERCE	11-08-2021	11/08/2021	2021 UNCLAIMED PROPERTY	100-20191	1.54
SCHRAMMEL LAW OFFICE	11-03-21 CIVIL	11/08/2021	M/C-OCT 2021-CIVIL	100-41110-304	240.00
US BANK	#6710 OCT. 2021	11/02/2021	#6710/OCT. 2021	100-41110-308	16.02
WINDOM LIONS CLUB	11-08-21	11/08/2021	CITY-EMPLOYEE APPRECIATIO	100-41110-434	442.00
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	100-41310-133	64.00
MN DEPT OF COMMERCE	11-08-2021	11/08/2021	2021 UNCLAIMED PROPERTY	100-41310-200	1.50
INDOFF, INC	3515003	10/29/2021	CITY OFFICE-SUPPLIES	100-41310-200	6.38
INDOFF, INC	3516970	11/05/2021	CITY OFFICE PAPER	100-41310-200	67.00
LEAGUE OF MN CITIES	354700	10/29/2021	CITY OFFICE-ADOBE ACROBAT	100-41310-200	222.75
HEARTLAND SECURITY SERVIC	689478	10/28/2021	MONITORING 12-02-21-11-30	100-41310-200	275.40
A & B BUSINESS	IN889642	11/05/2021	OFFICE-MAINTENANCE	100-41310-217	105.85
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	100-41310-308	101.00
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	100-41910-133	24.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	100-41910-200	28.82
INDOFF, INC	3514998	11/01/2021	EDA/B & Z/SUPPLIES	100-41910-200	2.06
SCHRAMMEL LAW OFFICE	11-03-21 P&Z	11/08/2021	P&Z-OCTOBER 2021	100-41910-304	660.00
VERIZON WIRELESS	9891353228	11/04/2021	P&Z-TELEPHONE	100-41910-321	41.49
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	100-41910-443	852.74
COTTONWOOD CO RECORDER	#CW 09-16-21-10-29-21	11/04/2021	P&Z-FILING/RECORDING FEES	100-41910-480	138.00
COLE PAPERS INC.	10048575	10/19/2021	CITY OFFICE/CLEANING/SUPP	100-41940-211	344.96
KULSETH LAWN LANDSCAPE	2410	10/21/2021	MAINTENANCE/GROUNDS	100-41940-406	2,240.00
MELISSA PENAS	OCTOBER 2021	10/29/2021	CITY HALL- CLEANING	100-41940-406	414.00
SANDRA HERDER	OCTOBER 2021	10/29/2021	CITY HALL-CLEANING	100-41940-406	414.00
SCHWALBACH HARDWARE	99862 10-18-21	11/08/2021	CITY OFFICE-MAINT/UTILITIES	100-41940-409	326.49
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	100-42120-133	160.00
INDOFF, INC	3515001	11/04/2021	POLICE-SUPPLIES	100-42120-200	2.46
COTTONWOOD CO AUD/TREA	AUGUST 2021	11/01/2021	RENT/LEGAL FEES	100-42120-304	3,957.50
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	100-42120-308	274.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	100-42120-334	453.32
COTTONWOOD CO AUD/TREA	AUGUST 2021	11/01/2021	RENT	100-42120-412	1,950.00
SCB PUBLIC FINANCE	10-14-21	10/29/2021	(2) 2019 FORD F150 PICKUP	100-42120-419	1,054.07
FORD MOTOR CREDIT CO LLC	1768171	10/29/2021	2019 FORD POLICE INTERCEPT	100-42120-419	663.95
FLEET SERVICES DIVISION	2022030001	10/29/2021	MONTHLY LEASE RENT	100-42120-419	1,915.68
SCB PUBLIC FINANCE	40049-01/5-60 11-14-21	10/26/2021	POLICE/VEHICLE LEASE	100-42120-419	1,054.07
ENTERPRISE FM TRUST	FBN4333618	11/08/2021	POLICE-VEHICLE LEASE	100-42120-419	274.09
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	100-42120-480	17.63
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	MAINTENANCE	100-42120-480	26.97
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	FIRE-MAINTENANCE	100-42220-212	63.98
ASPEN MILLS INCORPORATED	282682	11/04/2021	FIRE-MATERIALS	100-42220-215	432.22
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	100-42220-215	6.99
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	100-42220-217	239.97
A & B BUSINESS	IN889642	11/05/2021	FIRE-MAINTENANCE	100-42220-217	61.75
FEDER MECHANICAL INC	3317	10/28/2021	FIRE-MACHINE REPAIR	100-42220-404	397.80
FEDER MECHANICAL INC	3331	10/28/2021	FIRE-MACHINE REPAIR	100-42220-404	60.00
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	100-42220-404	6.59
JORDAN BUSSA	02	11/04/2021	FIRE-MAINT/GROUNDS	100-42220-406	1,020.00
US GEOLOGICAL SURVEY	90930466	09/24/2021	CIVIL DEFENSE-FLOOD GUAGE	100-42500-215	825.60
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	100-43100-133	64.00
INDOFF, INC	3516568	11/04/2021	STREETS-SUPPLIES	100-43100-200	29.00
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	STREETS-CLEANING/SUPPLIES	100-43100-211	7.79
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	100-43100-211	23.98

Expense Approval Report

Payment Dates: 10/30/2021 - 11/12/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	STREETS-OPERATING/SUPPLIE	100-43100-217	3.29
A & B BUSINESS	IN889642	11/05/2021	STREET-MAINTENANCE	100-43100-217	61.75
DAVID JOE HARVEY JR	4783	11/02/2021	STREET MAINT MATERIALS	100-43100-224	961.88
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	100-43100-241	25.98
VERIZON WIRELESS	9891353228	11/04/2021	STREETS-TELEPHONE	100-43100-321	95.80
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	100-43100-401	11.16
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	100-43100-402	10.99
GMS INDUSTRIAL SUPPLIES, I	076999	11/02/2021	STREET/MAINTENANCE - OFFI	100-43100-404	135.71
TOWMASTER	443645	10/26/2021	STREETS-MAINT-EQUIP/MACH	100-43100-404	38.49
ZIEGLER, INC.	PKS000916904	11/02/2021	STREETS-EQUIP/MACHINE MA	100-43100-404	42.57
ZIEGLER, INC.	PKS000916950	11/02/2021	STREETS-MAINT-VEHICLES/EQ	100-43100-404	24.47
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	STREETS-VEHICLE/MAINT	100-43100-405	33.48
A & B BUSINESS	IN889642	11/05/2021	REC-MAINTENANCE	100-45120-217	13.23
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	100-45202-133	16.00
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	PARKS-MOTOR FUELS	100-45202-212	11.96
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	100-45202-404	12.99
COUNTRY PRIDE SERVICE	1561	11/03/2021	970744 STREET/MAINTENAN	100-45202-406	262.81
COUNTRY PRIDE SERVICE	1561	11/03/2021	970744 STREET/MAINTENAN	100-45202-406	-96.00
Fund 100 - GENERAL Total:					23,750.76

Fund: 211 - LIBRARY

NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	211-45501-133	16.00
HEARTLAND SECURITY SERVIC	689479	11/04/2021	LIBRARY-OPERATING SUPPLIE	211-45501-217	275.40
A & B BUSINESS	IN889642	11/05/2021	LIBRARY-MAINTENANCE	211-45501-217	61.75
MELISSA PENAS	OCTOBER 2021	10/29/2021	LIBRARY-CLEANING	211-45501-402	414.00
SANDRA HERDER	OCTOBER 2021	10/29/2021	LIBRARY-CLEANING	211-45501-402	414.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	211-45501-433	11.98
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	211-45501-433	99.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	211-45501-433	29.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	211-45501-433	34.97
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	211-45501-433	34.95
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	211-45501-433	30.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	211-45501-433	14.99
INGRAM INDUSTRIES	#2004243 11-01-21	11/08/2021	LIBRARY-BOOKS/PAMPHLETS	211-45501-435	1,643.46
MICROMARKETING, LLC	866362	11/02/2021	LIBRARY-BOOKS/PAMPHLETS	211-45501-435	169.96
MICROMARKETING, LLC	866877	11/02/2021	LIBRARY-BOOKS/PAMPHLETS	211-45501-435	80.97
PLUM CREEK LIBRARY	IV25688	10/28/2021	LIBRARY-BOOKS/PAMPHLETS	211-45501-435	60.00
Fund 211 - LIBRARY Total:					3,328.43

Fund: 225 - AIRPORT

RED ROCK RURAL WATER	#106026 11-01-21	11/02/2021	AIRPORT-OPERATING SUPPLIE	225-45127-200	2.00
RED ROCK RURAL WATER	#106026 11-01-21	11/02/2021	AIRPORT-OPERATING SUPPLIE	225-45127-200	30.50
BEST OIL COMPANY	56629	10/21/2021	AIRPORT-RESALE GAS	225-45127-264	12,662.72
SOUTH CENTRAL ELECTRIC	#367403 11-03-21	11/02/2021	367400/AIRPORT-ELECTRIC U	225-45127-381	243.00
SOUTH CENTRAL ELECTRIC	#367403 11-03-21	11/02/2021	367403/AIRPORT-ELECTRIC U	225-45127-381	130.97
Fund 225 - AIRPORT Total:					13,069.19

Fund: 230 - POOL

A & B BUSINESS	IN889642	11/05/2021	POOL-MAINTENANCE	230-45124-217	13.23
LAMPERTS YARDS, INC.	105288	11/03/2021	ARENA/SERVICES	230-45124-401	2,392.89
LAMPERTS YARDS, INC.	1053285	11/03/2021	ARENA/SERVICES	230-45124-401	1,149.00
Fund 230 - POOL Total:					3,555.12

Fund: 235 - AMBULANCE

US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	235-42153-217	123.12
BRITTANY ESPENSON - RIVERS	1314	11/02/2021	AMBU-OPERATING SUPPLIES	235-42153-217	220.00
WINDOM FARM SERVICE	185313	11/04/2021	AMBU-OPERATING SUPPLIES	235-42153-217	80.85
DMR SUPPLIES	236660	10/28/2021	AMBU-OPERATING SUPPLIES	235-42153-217	209.00
WINDOM AREA HEALTH	734-0024-10-2021-0024	11/05/2021	AMBU-NURSING/SUPPLIES	235-42153-217	57.21
BOUND TREE MEDICAL, LLC	84254665	10/28/2021	AMBU-OPERATING SUPPLIES	235-42153-217	401.20
A & B BUSINESS	IN889642	11/05/2021	AMB-MAINTENANCE	235-42153-217	61.75
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	235-42153-308	602.64
WINDOM AREA HEALTH	734-0024-10-2021-0024	11/05/2021	AMBU-NURSING/SUPPLIES	235-42153-312	5,355.59

Expense Approval Report

Payment Dates: 10/30/2021 - 11/12/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AT & T MOBILITY	287304392280X11032021	11/08/2021	AMBU-TELEPHONE	235-42153-321	232.45
EXPERT BILLING LLC	9199	10/28/2021	AMBULANCE-DATA PROCESS	235-42153-326	2,320.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	235-42153-334	351.00
JOHN C NELSON	10-19-21-10-22-21	11/02/2021	AMBU-MEALS/LODGING	235-42153-334	176.30
KRISTEN PORATH	10-25-21	11/02/2021	AMBU-MEALS/LODGING	235-42153-334	19.70
ROB VISKER	10-25-21	11/02/2021	AMBU-MEALS/LODGING	235-42153-334	21.80
BUCKWHEAT JOHNSON	10-25-21	11/02/2021	AMBU-MEALS/LODGING	235-42153-334	14.58
DONNA MARCY	10-25-21-10-29-21	11/02/2021	AMBU-MEALS/LODGING	235-42153-334	90.83
LANDON JOHNSON	10-28-21	11/02/2021	AMBU-MEALS/LODGING	235-42153-334	19.01
JORDAN BUSSA	02	11/04/2021	AMBU-MAINT/GROUNDS	235-42153-406	680.00
FEDER MECHANICAL INC	3317	10/28/2021	AMBUL- GROUND MAINT	235-42153-406	265.20
FEDER MECHANICAL INC	3331	10/28/2021	AMBULANCE-GROUNDS MAI	235-42153-406	40.00
Fund 235 - AMBULANCE Total:					11,342.23
Fund: 250 - EDA GENERAL					
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	250-46520-133	24.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	250-46520-200	16.02
INDOFF, INC	3514998	11/01/2021	EDA/B & Z/SUPPLIES	250-46520-200	2.06
SCHRADEL LAW OFFICE	11-03-21-EDA	11/08/2021	EDA-OCTOBER 2021	250-46520-304	550.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	250-46520-308	80.78
VERIZON WIRELESS	9891353228	11/04/2021	EDA-TELEPHONE	250-46520-321	29.68
FEDERATED RURAL ELECTRIC	#112954 10-31-21	11/08/2021	EDA-ELECTRIC UTILITY	250-46520-381	23.00
ROCKER CONSTRUCTION	1669	11/04/2021	EDA-STRUCTURE/MAINT	250-46520-402	26,075.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	250-46520-433	64.00
ZIESKE LAND SURVEYING	C 2131 S 09-30-21	11/03/2021	EDA/GUARD. INN/SPECIAL PR	250-46520-439	577.50
COTTONWOOD CO RECORDER	#CW 09-16-21-10-29-21	11/04/2021	EDA-FILING/RECORDING FEES	250-46520-480	92.00
COTTONWOOD CO RECORDER	#EDAW 10-12-21	10/12/2021	EDA-RECORDING FEE	250-46520-480	46.00
Fund 250 - EDA GENERAL Total:					21,690.04
Fund: 254 - NORTH IND PARK					
SOUTH CENTRAL ELECTRIC	#367403 11-03-21	11/02/2021	367404/EDA NWIP LIGHTS	254-46520-381	110.04
Fund 254 - NORTH IND PARK Total:					110.04
Fund: 401 - GENERAL CAPITAL PROJECTS					
BOLTON & MENK, INC.	0277745	10/22/2021	BLDG/ZONING-LAND USE REV	401-49950-506	1,883.00
Fund 401 - GENERAL CAPITAL PROJECTS Total:					1,883.00
Fund: 601 - WATER					
MN ENERGY RESOURCES	3290505 11-1-21	11/03/2021	WA GENERATOR PROJECT/MA	601-16400	2,835.26
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	601-49400-133	48.00
INDOFF, INC	3516955	11/05/2021	WATER-SUPPLIES	601-49400-200	27.49
INDOFF, INC	3516970	11/05/2021	WATER-PAPER	601-49400-200	33.50
RED ROCK RURAL WATER	#104328 11-01-21	11/02/2021	WATER-OPERATING SUPPLIES	601-49400-217	30.50
A & B BUSINESS	IN889642	11/05/2021	WATER-MAINTENANCE	601-49400-217	61.75
VERIZON WIRELESS	9891353228	11/04/2021	WATER-TELEPHONE	601-49400-321	99.68
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	601-49400-322	13.69
MN VALLEY TESTING	1113046	10/26/2021	WATER/LANDFILL	601-49400-386	1,220.00
ITRON INC.	603896	10/19/2021	MAINTENANCE/SOFTWARE	601-49400-404	624.59
US GEOLOGICAL SURVEY	90930466	09/24/2021	WATER-FLOOD GUAGE	601-49400-404	275.20
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	601-49400-408	112.72
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	WATER-DISTRIBUTION	601-49400-408	5.99
CORE & MAIN LP	P651100	11/04/2021	ELECTRIC-DISTRIBUTION	601-49400-408	1922.56
Fund 601 - WATER Total:					7,220.93
Fund: 602 - SEWER					
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	602-49450-133	32.00
INDOFF, INC	3516955	11/05/2021	SEWER-PAPER	602-49450-200	27.49
INDOFF, INC	3516970	11/05/2021	SEWER-PAPER	602-49450-200	33.50
EOSI - Environmental Operati	40549	11/04/2021	SEWER-CHEMICALS	602-49450-216	13,190.04
A & B BUSINESS	IN889642	11/05/2021	SEWER-MAINTENANCE	602-49450-217	61.75
MN VALLEY TESTING	1112108	10/19/2021	SEWER-LAB TESTING	602-49450-310	254.40
MN VALLEY TESTING	1112156	10/19/2021	SEWER-LAB TESTING	602-49450-310	148.80
MN VALLEY TESTING	1112401	10/19/2021	SEWER-LAB TESTING	602-49450-310	163.20
MN VALLEY TESTING	1112591	10/26/2021	SEWER/LAB TESTING	602-49450-310	134.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN VALLEY TESTING	1113160	10/26/2021	SEWER-LAB TESTING	602-49450-310	103.20
MN VALLEY TESTING	1113321	10/26/2021	SEWER-LAB TESTING	602-49450-310	254.40
MN VALLEY TESTING	1113380	10/26/2021	SEWER-LAB TESTING	602-49450-310	163.20
VERIZON WIRELESS	9891353228	11/04/2021	SEWER-TELEPHONE	602-49450-321	121.51
RYAN ANDERSON	7-26-21 - 7-30-21	11/03/2021	SEWER/TRAVEL EXPENSE	602-49450-331	324.80
SOUTH CENTRAL ELECTRIC	#367403 11-03-21	11/02/2021	367405/SEWER-ELECTRIC UTI	602-49450-381	73.95
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	602-49450-404	379.79
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	SEWER-EQUIP/REPAIR	602-49450-404	9.35
LAMPERTS YARDS, INC.	1044956	10/19/2021	SEWER-MAINT/EQUIP	602-49450-404	15.09
FEDER MECHANICAL INC	3449	11/03/2021	SEWER/MAINTENANCE - OFFI	602-49450-404	231.50
ITRON INC.	603896	10/19/2021	MAINTENANCE/SOFTWARE	602-49450-404	624.58
US GEOLOGICAL SURVEY	90930466	09/24/2021	SEWER-FLOOD GUAGE	602-49450-404	275.20
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	602-49450-404	22.99
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	SEWER-DISTRIBUTION	602-49450-408	23.98
ELECTRIC PUMP INC	0072051-IN	10/26/2021	SEWER-DISTRIBUTION MAINT	602-49450-408	1,338.53
BARNETT PRO CARE	382	10/21/2021	SEWER/MAINT-DISTRIBUTION	602-49450-408	250.00
JARMER MANURE TANKERING	237	11/04/2021	SEWER-SLUDGE HAUL	602-49450-446	9,250.00
Fund 602 - SEWER Total:					27,507.65

Fund: 604 - ELECTRIC

IRBY ELECTRICAL DISTRIBUTO	114464 10-20-21	10/25/2021	ELECTRIC/INVENTORY	604-14200	1,903.00
ELECTRIC FUND	244CR	11/08/2021	EL WMU	604-14200	865.90
ELECTRIC FUND	CR#14	11/05/2021	EL CONSTRUCTION NEW#1	604-14200	1,335.94
IRBY ELECTRICAL DISTRIBUTO	S012698442.001	11/02/2021	ELECTRIC-INVENTORY	604-14200	643.04
IRBY ELECTRICAL DISTRIBUTO	S0126857414.003	10/28/2021	ELECTRIC-INVENTORY	604-14200	2,250.00
ELECTRIC FUND	547	11/05/2021	ELECTRIC-CONSTRUCTION NE	604-16300	52,056.95
MN DEPT OF COMMERCE	11-08-2021	11/08/2021	2021 UNCLAIMED PROPERTY	604-22000	297.51
ARNOLDO AGUILON GARCIA	16427-8 REFUND	11/01/2021	ELECTRIC DEPOSIT REFUND	604-22000	300.00
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	604-49550-133	96.00
AMAZON CAPITAL SERVICES, I	1QGM-K4GX-RJPT	10/19/2021	ELECTRIC/SUPPLIES	604-49550-200	44.89
INDOFF, INC	3516955	11/05/2021	ELECTRIC-PAPER	604-49550-200	27.50
INDOFF, INC	3516970	11/05/2021	ELECTRIC-PAPER	604-49550-200	33.50
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	604-49550-211	9.99
A & B BUSINESS	IN889642	11/05/2021	ELECTRIC-MAINTENANCE	604-49550-217	61.75
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	604-49550-241	17.99
SCHRAMMEL LAW OFFICE	11-03-21 PUC	11/08/2021	ELECTRIC-OCTOBER-PUC	604-49550-304	930.00
VERIZON WIRELESS	9891353228	11/04/2021	ELECTRIC-TELEPHONE	604-49550-321	80.02
GOLDEN WEST TECH & INT SO	211010274	11/02/2021	ELECTRIC-DISPATCH	604-49550-325	30.68
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	ELECTRIC/EQUIP/REPAIRS	604-49550-404	19.76
FORKLIFTS OF MINNESOTA, IN	0158679390	11/02/2021	ELECTRIC/MAINTENANCE - OF	604-49550-404	206.13
ITRON INC.	603896	10/19/2021	MAINTENANCE/SOFTWARE	604-49550-404	624.59
JORDAN BUSSA	039	11/08/2021	ELECTRIC-CLEANING	604-49550-406	184.60
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	ELECTRIC-DISTRIBUTION	604-49550-408	182.71
ELECTRIC FUND	545	11/05/2021	ELECTRIC-DISTRIBUTION	604-49550-408	65.71
RESCO - RURAL ELECTRIC SUP	840861-00	10/29/2021	ELECTRIC-MAINT DISTRIBUTI	604-49550-408	370.50
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	604-49550-408	123.36
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	604-49550-410	25.98
MN State Deferred	11-04-2021	11/04/2021	HSA-CHERYL LILLEGAARD	604-49550-480	11,830.00
WINDOM AREA DEVELOPME	NOV 2021	11/01/2021	PAYMENTS TO OTHER ORGANI	604-49550-491	1,200.00
Fund 604 - ELECTRIC Total:					75,818.00

Fund: 609 - LIQUOR STORE

NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	609-49751-133	32.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	609-49751-200	10.68
ZABINSKI BUSINESS SERVICES,	2599	11/02/2021	LIQUOR-SUPPLIES	609-49751-200	1,395.88
INDOFF, INC	3516970	11/05/2021	LIQUOR-PAPER	609-49751-200	33.50
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	609-49751-211	24.57
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	609-49751-211	31.98
AH HERMEL COMPANY	899146	10/21/2021	LIQUOR-OPERATING SUPPLIES	609-49751-217	147.18
A & B BUSINESS	IN889642	11/05/2021	LIQUOR-MAINTENANCE	609-49751-217	88.21
JOHNSON BROS.	1909087	10/19/2021	LIQUOR S./MERCHANDISE FO	609-49751-251	506.61
JOHNSON BROS.	1913858	10/26/2021	LIQUOR S./LIQUOR & FREIGH	609-49751-251	2,857.26

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHNSON BROS.	1919057	10/29/2021	LIQUOR-LIQUOR	609-49751-251	4,264.49
SOUTHERN GLAZER'S OF MN	2134904	10/19/2021	LIQUOR-LIQUOR	609-49751-251	1,916.98
SOUTHERN GLAZER'S OF MN	2138600	10/26/2021	LIQUOR S./LIQUOR & FREIGH	609-49751-251	4,380.24
BREAKTHRU BEVERAGE MN	341415401	10/19/2021	LIQUOR-LIQUOR	609-49751-251	2,941.01
BREAKTHRU BEVERAGE MN	341592860	10/29/2021	LIQUOR-LIQUOR	609-49751-251	917.22
DOLL DISTRIBUTING, LLC	630449	10/19/2021	LIQUOR-LIQUOR	609-49751-251	175.50
DOLL DISTRIBUTING, LLC	630483	10/19/2021	LIQUOR S./BEER	609-49751-251	15.01
DOLL DISTRIBUTING, LLC	634777	10/21/2021	LIQUOR-LIQUOR	609-49751-251	45.00
BELLBOY CORP	91846500	10/21/2021	LIQUOR-LIQUOR	609-49751-251	901.89
BEVERAGE WHOLESALERS	189323	10/19/2021	LIQUOR-BEER	609-49751-252	8,174.75
BEVERAGE WHOLESALERS	190362	10/21/2021	LIQUOR-BEER	609-49751-252	5,025.85
BEVERAGE WHOLESALERS	190522	10/29/2021	LIQUOR-BEER	609-49751-252	1,331.20
JOHNSON BROS.	1913860	10/26/2021	LIQUOR S./BEER	609-49751-252	210.00
BEVERAGE WHOLESALERS	191424	10/29/2021	LIQUOR-BEER	609-49751-252	7,337.29
ARTISAN BEER COMPANY	3502657	10/26/2021	LIQUOR S./BEER	609-49751-252	288.70
ARTISAN BEER COMPANY	3503850	10/29/2021	LIQUOR-BEER	609-49751-252	419.35
ARTISAN BEER COMPANY	3505037	11/08/2021	LIQUOR-BEER	609-49751-252	27.70
DOLL DISTRIBUTING, LLC	634777	10/21/2021	LIQUOR-BEER	609-49751-252	2,544.55
PAINTED PRAIRIE VINEYARD	000038	10/29/2021	LIQUOR-WINE	609-49751-253	444.00
PAUSTIS WINE COMPANY	143199	10/21/2021	LIQUOR-WINE	609-49751-253	703.00
JOHNSON BROS.	160892	10/19/2021	LIQUOR S./WINE	609-49751-253	-29.34
JOHNSON BROS.	1909088	10/19/2021	LIQUOR S./MERCHANDISE FO	609-49751-253	896.40
JOHNSON BROS.	1913859	10/26/2021	LIQUOR S./WINE & FREIGHT	609-49751-253	1,139.50
JOHNSON BROS.	1919058	10/29/2021	LIQUOR-WINE	609-49751-253	2,910.58
SOUTHERN GLAZER'S OF MN	2134905	10/19/2021	LIQUOR-WINE	609-49751-253	306.00
SOUTHERN GLAZER'S OF MN	2138602	10/26/2021	LIQUOR S./WINE & FREIGHT	609-49751-253	966.00
BREAKTHRU BEVERAGE MN	341415401	10/19/2021	LIQUOR-WINE	609-49751-253	214.70
BREAKTHRU BEVERAGE MN	341592860	10/29/2021	LIQUOR-WINE	609-49751-253	256.00
BELLBOY CORP	91846500	10/21/2021	LIQUOR-WINE	609-49751-253	420.00
JOHNSON BROS.	1909088	10/19/2021	LIQUOR S./MERCHANDISE FO	609-49751-254	85.00
SOUTHERN GLAZER'S OF MN	2138601	10/26/2021	LIQUOR S./BEER & FREIGHT	609-49751-254	92.00
ATLANTIC COCA-COLA	3001896	10/29/2021	LIQUOR-SOFT DRINKS/MIX/O	609-49751-254	114.15
ATLANTIC COCA-COLA	3001897	10/29/2021	LIQUOR-	609-49751-254	-1.92
ATLANTIC COCA-COLA	3042816	11/08/2021	LIQUOR-SOFT DRINKS/MIX	609-49751-254	-4.71
BREAKTHRU BEVERAGE MN	341415401	10/19/2021	LIQUOR-SOFT DRINKS/MIX	609-49751-254	136.06
BREAKTHRU BEVERAGE MN	341592860	10/29/2021	LIQUOR-SOFT DRINKS/MIX	609-49751-254	86.31
AH HERMEL COMPANY	899141	10/21/2021	LIQUOR-SOFT DRINKS/MIX	609-49751-254	139.51
AH HERMEL COMPANY	899209	10/21/2021	LIQUOR-SOFT DRINKS/MIX	609-49751-254	12.88
AH HERMEL COMPANY	899141	10/21/2021	LIQUOR-TOBACCO	609-49751-256	192.02
ATLANTIC COCA-COLA	3001896	10/29/2021	LIQUOR-SOFT DRINKS/MIX/O	609-49751-261	25.20
AH HERMEL COMPANY	899141	10/21/2021	LIQUOR-OTHER MERCHANDIS	609-49751-261	18.72
MN MUNICIPAL BEVERAGE AS	444290	10/26/2021	LIQUOR S./ BAT SERVER TRAI	609-49751-308	150.00
PAUSTIS WINE COMPANY	143199	10/21/2021	LIQUOR-FREIGHT	609-49751-333	8.75
JOHNSON BROS.	1909087	10/19/2021	LIQUOR S./MERCHANDISE FO	609-49751-333	8.93
JOHNSON BROS.	1909088	10/19/2021	LIQUOR S./MERCHANDISE FO	609-49751-333	27.85
JOHNSON BROS.	1913858	10/26/2021	LIQUOR S./LIQUOR & FREIGH	609-49751-333	43.07
JOHNSON BROS.	1913859	10/26/2021	LIQUOR S./WINE & FREIGHT	609-49751-333	46.98
JOHNSON BROS.	1919057	10/29/2021	LIQUOR-FREIGHT	609-49751-333	81.80
JOHNSON BROS.	1919058	10/29/2021	LIQUOR-FREIGHT	609-49751-333	83.57
SOUTHERN GLAZER'S OF MN	2134904	10/19/2021	LIQUOR-FREIGHT	609-49751-333	20.50
SOUTHERN GLAZER'S OF MN	2134905	10/19/2021	LIQUOR-FREIGHT	609-49751-333	12.30
SOUTHERN GLAZER'S OF MN	2138600	10/26/2021	LIQUOR S./LIQUOR & FREIGH	609-49751-333	71.75
SOUTHERN GLAZER'S OF MN	2138601	10/26/2021	LIQUOR S./BEER & FREIGHT	609-49751-333	8.20
SOUTHERN GLAZER'S OF MN	2138602	10/26/2021	LIQUOR S./WINE & FREIGHT	609-49751-333	45.27
BREAKTHRU BEVERAGE MN	341415401	10/19/2021	LIQUOR-FREIGHT	609-49751-333	54.58
BREAKTHRU BEVERAGE MN	341592860	10/29/2021	LIQUOR-FREIGHT	609-49751-333	29.75
AH HERMEL COMPANY	899141	10/21/2021	LIQUOR-FREIGHT	609-49751-333	7.95
BELLBOY CORP	91846500	10/21/2021	LIQUOR-FREIGHT	609-49751-333	31.00
KDOM RADIO	#0229 10-31-21	11/02/2021	LIQUOR/ADVERTISING	609-49751-340	1,477.47
TDS MEDIA DIRECT, INC	10-25-21	10/29/2021	LIQUOR-ADVERTISING	609-49751-340	252.00

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HEARTLAND SECURITY SERVIC	689480	11/09/2021	LIQUOR S./DUES	609-49751-433	294.33
MN DEPT OF PUBLIC SAFETY	12-31-21	11/02/2021	LIQUOR-LICENSE FEE	609-49751-444	20.00
Fund 609 - LIQUOR STORE Total:					57,942.71

Fund: 614 - TELECOM

US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	614-16400	600.00
UNITED TEL SUPPLY, INC	22322	11/02/2021	TELECOM-MACHINERY	614-16400	1,227.13
MN 9-1-1 PROGRAM	SEPT 2021	11/08/2021	SEPT 911 SERVICES	614-20206	1,021.26
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	614-49870-133	80.00
INDOFF, INC	3516955	11/05/2021	TELECOM-PAPER	614-49870-200	27.50
INDOFF, INC	3516970	11/05/2021	TELECOM-PAPER	614-49870-200	33.50
LEAGUE OF MN CITIES	354700	10/29/2021	TELECOM-ADOBE ACROBAT	614-49870-200	74.25
RAGE INC - CAMPUS CLEANER	49314	10/26/2021	TELECOM-CLEANING/SUPPLIE	614-49870-211	21.31
A & B BUSINESS	IN889642	11/05/2021	TELECOM-MAINTENANCE	614-49870-217	105.85
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	614-49870-227	165.20
POWER & TEL	10-21-21	10/26/2021	TELECOM-UTILITY SYSTEM	614-49870-227	128.09
AMAZON CAPITAL SERVICES, I	1996-WQND-FP4P	10/26/2021	TELECOM-UTILITY SYSTEM	614-49870-227	100.71
POWER & TEL	20211007JD	10/19/2021	TELECOM-UTILITY SYSTEM	614-49870-227	1,181.93
POWER & TEL	73501173-00 10-28-21	11/02/2021	TELECOM/UTILITY SYSTEM	614-49870-227	1,732.16
SCHWABACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	614-49870-227	20.58
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	614-49870-241	92.50
MOSS & BARNETT	757005	10/26/2021	LEGAL FEES-SPADA	614-49870-304	244.00
VERIZON WIRELESS	9891353228	11/04/2021	TELECOM-TELEPHONE	614-49870-321	274.69
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	614-49870-322	30.74
KULSETH LAWN LANDSCAPE	2411	10/26/2021	TELECOM-GROUNDS MAINT	614-49870-406	700.00
NATIONAL CABLE TV COOP	SI-21077	11/08/2021	TELECOM-DISTRIBUTION MAI	614-49870-408	1,481.90
CENTURY LINK	7242105D-D-21290	10/25/2021	CABS/TRANSMISSION FEES	614-49870-441	48.38
NATIONAL CABLE TV COOP	21100508	11/02/2021	TELECOM-SUBSCRIBE FEES	614-49870-442	47,189.06
DISPLAY SYSTEMS INTERNATI	23538	11/04/2021	TELECOM-SUBSCRIBER FEES	614-49870-442	198.44
ARVIG ENTERPRISES, INC	320825	10/26/2021	TELECOM-SUBSCRIBER FEES	614-49870-442	379.00
SHOWTIME NETWORKS INC	40544	10/15/2021	TELECOM/SUBSCRIBER FEES	614-49870-442	171.60
MLB NETWORK	SEPTEMBER 2021	10/15/2021	TELECOM/SUBSCRIBER FEES	614-49870-442	373.52
WOODSTOCK COMMUNICATI	10182813	11/02/2021	TELECOM/SWITCH FEES	614-49870-445	205.10
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	614-49870-447	139.00
MANKATO NETWORKS, LLC	389391	11/02/2021	TELECOM/INTERNET EXPENSE	614-49870-447	555.00
HURRICANE ELECTRIC LLC	98397337-IN	11/02/2021	TELECOM-INTERNET EXPENSE	614-49870-447	4,100.00
GOLDEN WEST TECH & INT SO	211010215	11/03/2021	TELECOM/ON CALL SUPPORT	614-49870-448	164.22
SWWC - SOUTHWEST WEST C	67535	10/05/2021	TELECOM-ON CALL SUPPORT	614-49870-448	950.00
Fund 614 - TELECOM Total:					63,816.62

Fund: 615 - ARENA

SEH	409505	11/04/2021	ARENA-RE-ROOFING	615-16200	4,380.00
SEH	411186	11/04/2021	ARENA-RE-ROOFING	615-16200	4,380.00
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	615-49850-133	32.00
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	615-49850-200	33.11
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	ARENA-CLEANING/SUPPLIES	615-49850-211	4.89
SCHWABACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	615-49850-211	6.99
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	615-49850-217	106.84
RUNNINGS SUPPLY, INC	#71920 10-31-21	11/04/2021	ARENA-OPERATING SUPPLIES	615-49850-217	165.32
LAMPERTS YARDS, INC.	1010376	11/03/2021	ARENA/OPERATING SUPPLIES	615-49850-217	3.00
LAMPERTS YARDS, INC.	1014426	11/03/2021	ARENA/OPERATING SUPPLIES	615-49850-217	14.97
A & B BUSINESS	IN889642	11/05/2021	ARENA-MAINTENANCE	615-49850-217	61.75
SCHWABACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	615-49850-217	264.81
ATLANTIC COCA-COLA	2950432	11/04/2021	ARENA-SOFT DRINKS/MIX	615-49850-254	191.00
VERIZON WIRELESS	9891353228	11/04/2021	ARENA-TELEPHONE	615-49850-321	113.35
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	615-49850-322	8.80
HOMETOWN SANITATION SER	435655	10/26/2021	ARENA-REFUSE DISPOSAL	615-49850-384	468.00
Fund 615 - ARENA Total:					10,234.83

Fund: 617 - M/P CENTER

SECR REV FUND/CITY OF WD	11/6/21 EVENT	11/01/2021	WCC/PETTY CASH	617-10200	1,500.00
SECR REV FUND/CITY OF WD	11-08-21	11/08/2021	CC EVENT-PETTY CASH	617-10200	1,500.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	617-49860-133	48.00
RAGE INC - CAMPUS CLEANER	49312	10/26/2021	WCC/SUPPLIES	617-49860-200	67.50
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	617-49860-217	406.53
A & B BUSINESS	IN889642	11/05/2021	M/P-MAINTENANCE	617-49860-217	61.75
SCHWALBACH HARDWARE	OCT. 2021	11/09/2021	#72861/MAINTENANCE	617-49860-217	58.53
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	617-49860-254	3.36
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	617-49860-254	38.84
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	617-49860-254	45.74
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	617-49860-254	18.80
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	617-49860-254	22.90
ATLANTIC COCA-COLA	3001896	10/29/2021	LIQUOR-SOFT DRINKS/MIX/O	617-49860-261	25.20
VERIZON WIRELESS	9891353228	11/04/2021	M/P-TELEPHONE	617-49860-321	41.49
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	617-49860-340	23.83
US BANK	#6710 OCT. 2021	11/02/2021	4246 0445 5576 6710/OCT. 20	617-49860-340	500.00
Fund 617 - M/P CENTER Total:					4,362.47

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0002020	11/05/2021	Federal Tax Withholding	700-21701	9,959.87
MN Department of Revenue -	INV0002021	11/05/2021	State Withholding	700-21702	4,784.17
Internal Revenue Service-Payr	INV0002020	11/05/2021	Social Security	700-21703	12,348.70
MN Pera	INV0002017	11/05/2021	PERA	700-21704	13,746.45
MN Pera	INV0002017	11/05/2021	PERA	700-21704	848.04
MN Pera	INV0002017	11/05/2021	PERA	700-21704	7,566.67
MN State Deferred	INV0002018	11/05/2021	Deferred Compensation	700-21705	6,810.32
MN State Deferred	INV0002018	11/05/2021	Deferred Roth	700-21705	1,162.00
MN CHILD SUPPORT PAYMEN	INV0002019	11/05/2021	Child Support Payment	700-21709	97.83
Internal Revenue Service-Payr	INV0002020	11/05/2021	Medicare Withholding	700-21711	3,621.70
FURTHER (Select Account)	40006415	11/04/2021	FLEX SPENDING	700-21712	147.31
FURTHER (Select Account)	40012639	11/03/2021	MEDICAL/FLEX SPENDING	700-21712	244.05
AFLAC	699546	10/29/2021	INSURANCE OCT 2021-AFTER	700-21715	305.40
AFLAC	699546	10/29/2021	INSUR OCT 2021 PRE TAX	700-21716	602.90
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	700-21718	16.00
NCPERS MINNESOTA	844600112021	11/02/2021	INSURANCE #844600	700-21718	16.00
FURTHER (Select Account)	INV0002016	11/05/2021	HSA Employee Contribution	700-21723	422.35
Fund 700 - PAYROLL Total:					62,699.76
Grand Total:					388,483.78

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	23,750.76
211 - LIBRARY	3,390.43
225 - AIRPORT	13,069.19
230 - POOL	3,555.12
235 - AMBULANCE	11,342.23
250 - EDA GENERAL	21,690.04
254 - NORTH IND PARK	110.04
401 - GENERAL CAPITAL PROJECTS	1,883.00
601 - WATER	7,310.93
602 - SEWER	27,507.65
604 - ELECTRIC	75,818.00
609 - LIQUOR STORE	57,942.71
614 - TELECOM	63,816.62
615 - ARENA	10,234.83
617 - M/P CENTER	4,362.47
700 - PAYROLL	62,699.76
Grand Total:	388,483.78

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	12.33
100-41110-304	Legal Fees	240.00
100-41110-308	Training & Registrations	16.02
100-41110-434	Employee Appreciation	442.00
100-41310-133	Employer Paid Insurance	64.00
100-41310-200	Office Supplies	573.03
100-41310-217	Other Operating Supplie	105.85
100-41310-308	Training & Registrations	101.00
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	30.88
100-41910-304	Legal Fees	660.00
100-41910-321	Telephone	41.49
100-41910-443	Intergovernmental Fees	852.74
100-41910-480	Other Miscellaneous	138.00
100-41940-211	Cleaning Supplies	344.96
100-41940-406	Repairs & Maint - Groun	3,068.00
100-41940-409	Repairs & Maint - Utilitie	326.49
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	2.46
100-42120-304	Legal Fees	3,957.50
100-42120-308	Training & Registrations	274.00
100-42120-334	Meals/Lodging	453.32
100-42120-412	Rentals - Building	1,950.00
100-42120-419	Vehicle Lease	4,961.86
100-42120-480	Other Miscellaneous	44.60
100-42220-212	Motor Fuels	63.98
100-42220-215	Materials & Equipment	439.21
100-42220-217	Other Operating Supplie	301.72
100-42220-404	Repairs & Maint - M&E	464.39
100-42220-406	Repairs & Maint - Groun	1,020.00
100-42500-215	Materials & Equipment	825.60
100-43100-133	Employer Paid Insurance	64.00
100-43100-200	Office Supplies	29.00
100-43100-211	Cleaning Supplies	31.77
100-43100-217	Other Operating Supplie	65.04
100-43100-224	Street Maint Materials	961.88
100-43100-241	Small Tools	25.98

Account Summary

Account Number	Account Name	Payment Amount
100-43100-321	Telephone	95.80
100-43100-401	Repairs & Maint - Buildi	11.16
100-43100-402	Repairs & Maint - Struct	10.99
100-43100-404	Repairs & Maint - M&E	241.24
100-43100-405	Repairs & Maint - Vehicl	33.48
100-45120-217	Other Operating Supplie	13.23
100-45202-133	Employer Paid Insurance	16.00
100-45202-212	Motor Fuels	11.96
100-45202-404	Repairs & Maint - M&E	12.99
100-45202-406	Repairs & Maint - Groun	166.81
211-45501-133	Employer Paid Insurance	16.00
211-45501-217	Other Operating Supplie	337.15
211-45501-402	Repairs & Maint - Struct	828.00
211-45501-433	Dues & Subscriptions	254.89
211-45501-435	Books and Pamphlets	1,954.39
225-45127-200	Office Supplies	32.50
225-45127-264	Merchandise For Resale	12,662.72
225-45127-381	Electric Utility	373.97
230-45124-217	Other Operating Supplie	13.23
230-45124-401	Repairs & Maint - Buildi	3,541.89
235-42153-217	Other Operating Supplie	1,153.13
235-42153-308	Training & Registrations	602.64
235-42153-312	Nursing	5,355.59
235-42153-321	Telephone	232.45
235-42153-326	Data Processing	2,320.00
235-42153-334	Meals/Lodging	693.22
235-42153-406	Repairs & Maint - Groun	985.20
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	18.08
250-46520-304	Legal Fees	660.00
250-46520-308	Training & Registrations	80.78
250-46520-321	Telephone	29.68
250-46520-381	Electric Utility	23.00
250-46520-402	Repairs & Maint - Struct	20,075.00
250-46520-433	Dues & Subscriptions	64.00
250-46520-439	Special Projects	577.50
250-46520-480	Other Miscellaneous	138.00
254-46520-381	Electric Utility	110.04
401-49950-506	Capital Outlay - Building	1,883.00
601-16400	Machinery & Equipment	2,835.26
601-49400-133	Employer Paid Insurance	48.00
601-49400-200	Office Supplies	60.99
601-49400-217	Other Operating Supplie	92.25
601-49400-321	Telephone	99.68
601-49400-322	Postage	13.69
601-49400-386	Landfill	1,220.00
601-49400-404	Repairs & Maint - M&E	899.79
601-49400-408	Repairs & Maint - Distrib	2,041.27
602-49450-133	Employer Paid Insurance	32.00
602-49450-200	Office Supplies	60.99
602-49450-216	Chemicals and Chemical	13,190.04
602-49450-217	Other Operating Supplie	61.75
602-49450-310	Lab Testing	1,221.60
602-49450-321	Telephone	121.51
602-49450-331	Travel Expense	324.80
602-49450-381	Electric Utility	73.95
602-49450-404	Repairs & Maint - M&E	1,558.50
602-49450-408	Repairs & Maint - Distrib	1,612.51

Account Summary

Account Number	Account Name	Payment Amount
602-49450-446	Sludge Hauling	9,250.00
604-14200	Inventory	6,997.88
604-16300	Improvements Other Th	52,056.95
604-22000	Prepayments	597.51
604-49550-133	Employer Paid Insurance	96.00
604-49550-200	Office Supplies	105.89
604-49550-211	Cleaning Supplies	9.99
604-49550-217	Other Operating Supplie	61.75
604-49550-241	Small Tools	17.99
604-49550-304	Legal Fees	930.00
604-49550-321	Telephone	80.02
604-49550-325	Dispatching	30.68
604-49550-404	Repairs & Maint - M&E	850.48
604-49550-406	Repairs & Maint - Groun	184.60
604-49550-408	Repairs & Maint - Distrib	742.28
604-49550-410	Repairs & Maint - Gener	25.98
604-49550-480	Other Miscellaneous	11,830.00
604-49550-491	Payments to Other Orga	1,200.00
609-49751-133	Employer Paid Insurance	32.00
609-49751-200	Office Supplies	1,440.06
609-49751-211	Cleaning Supplies	56.55
609-49751-217	Other Operating Supplie	235.39
609-49751-251	Liquor	18,921.21
609-49751-252	Beer	25,359.39
609-49751-253	Wine	8,226.84
609-49751-254	Soft Drinks & Mix	659.28
609-49751-256	Tobacco Products	192.02
609-49751-261	Other Merchandise	43.92
609-49751-308	Training & Registrations	150.00
609-49751-333	Freight and Express	582.25
609-49751-340	Advertising & Promotion	1,729.47
609-49751-433	Dues & Subscriptions	294.33
609-49751-444	License Fees	20.00
614-16400	Machinery & Equipment	1,827.13
614-20206	911 TAP & TACIP Fees Cl	1,021.26
614-49870-133	Employer Paid Insurance	80.00
614-49870-200	Office Supplies	135.25
614-49870-211	Cleaning Supplies	21.31
614-49870-217	Other Operating Supplie	105.85
614-49870-227	Utility System Maint Sup	3,328.67
614-49870-241	Small Tools	92.50
614-49870-304	Legal Fees	244.00
614-49870-321	Telephone	274.69
614-49870-322	Postage	30.74
614-49870-406	Repairs & Maint - Groun	700.00
614-49870-408	Repairs & Maint - Distrib	1,481.90
614-49870-441	Transmission Fees	48.38
614-49870-442	Subscriber Fees	48,311.62
614-49870-445	Switch Fees	205.10
614-49870-447	Internet Expense	4,794.00
614-49870-448	On-Call Support	1,114.22
615-16200	Buildings	8,760.00
615-49850-133	Employer Paid Insurance	32.00
615-49850-200	Office Supplies	33.11
615-49850-211	Cleaning Supplies	11.88
615-49850-217	Other Operating Supplie	616.69
615-49850-254	Soft Drinks & Mix	191.00
615-49850-321	Telephone	113.35

Account Summary

Account Number	Account Name	Payment Amount
615-49850-322	Postage	8.80
615-49850-384	Refuse Disposal	468.00
617-10200	Petty Cash	3,000.00
617-49860-133	Employer Paid Insurance	48.00
617-49860-200	Office Supplies	67.50
617-49860-217	Other Operating Supplie	526.81
617-49860-254	Soft Drinks & Mix	129.64
617-49860-261	Other Merchandise	25.20
617-49860-321	Telephone	41.49
617-49860-340	Advertising & Promotion	523.83
700-21701	Federal Withholding	9,959.87
700-21702	State Withholding	4,784.17
700-21703	FICA Tax Withholding	12,348.70
700-21704	PERA Contributions	22,161.16
700-21705	Retirement	7,972.32
700-21709	Wage Levy	97.83
700-21711	Medicare Tax Withholdi	3,621.70
700-21712	Flex Account	391.36
700-21715	Individual Insurance-Afla	305.40
700-21716	Individual Insurance-Afla	602.90
700-21718	Individual Insurance-NC	32.00
700-21723	HSA Employee Contribu	422.35
	Grand Total:	388,483.78

Project Account Summary

Project Account Key
 None

Grand Total:

Payment Amount
 388,483.78
388,483.78

C4W
 11/10/2021

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

RESOLUTION ADOPTING AN ASSESSMENT ROLL FOR THE "2021 MISCELLANEOUS SPECIAL ASSESSMENTS"

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for the "2021 Miscellaneous Special Assessments"; and

WHEREAS, the City Council finds that services, as set forth in Minnesota Statutes §429.101, were performed by the City and these special charges were billed to the affected property owners and remain unpaid; and

WHEREAS, the City Council finds the evidence supports findings that assessment calculations are correct and the assessments are valid; and

WHEREAS, the City Council finds that the services have benefited the properties.

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

1. Such proposed assessments, a copy of which is filed in the Office of the City Administrator and made a part hereof as if fully set forth herein, are hereby accepted and shall constitute the special assessments against the lands named therein; and each tract of land therein included is hereby found to have benefited by the services performed and special charges levied against it.

2. Such assessments shall be payable in equal annual installments extending over a period of one (1) year at five percent (5%) interest.

3. The owners of property so assessed may, at any time prior to December 31, 2021, pay the City Clerk's Office the entire amount of the assessment on their property without interest. Any amounts not paid by December 31, 2021, will be certified to the County Auditor for collection in the same manner as other municipal taxes. After said date, a property owner may at any time pay the remaining balance of the assessment to the City Clerk's Office with interest accrued to December 31 of the year in which such payment is made.

4. The Clerk shall forthwith transmit a certified duplicate of these assessments to the County Auditor to be extended on the property tax lists of the county, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 16th day of November, 2021.

Dominic Jones, Mayor

ATTEST: _____
Steven Nasby, City Clerk/City Administrator

2021 Misc. Assessment List

10/25/2021

1 year 5%

Property ID	Description	Owner	Address	Service	Amount
25-160-0400	Lot 7/Block 6 Clark's Addition 1125 8th Ave	Robert Stahl 6689 Falstaff Rd Woodbury MN 55125	C/O Fox Rothschild 222 S 9th St, Suite 2000 Minneapolis, MN 55402	Mow Grass 6-14-2021 TOTAL \$	200.00
25-792-0130	Lot 17/Block 1 Valley View Subd 2420 River Rd	Mark Soleta	38629 790th St Lakefield, Mn 56150	Mow Grass 6-15-2021 TOTAL \$	875.00
25-688-0220	Lot 2/Block 2 Riverbluff Estates Subd 453 River Bluff Dr	Javier Portillo	562 River Bluff Dr Windom, MN 56101	Mow Grass 6-15-2021 TOTAL \$	260.00
25-822-0220	Lot 1/Block 43 Windom Second Addition 1264 4th Ave	William Broers	1264 4th Ave Windom, MN 56101	Mow Grass 6-15-2021 TOTAL \$	200.00
25-352-1140	Lot 14/Block 9 Hutton & Collin Subd 1165 Prospect Ave	Gerald & Rosanna Nye	P O Box 474 Mediapolis IA 52637-0474	Mow Grass 6-14-2021 TOTAL \$	200.00
25-351-0110	Lot 12/Block 1 Hutton & Collin Add 1453 6th Ave	Luis G Yanez	Karmon M Janssen 748 11th St Windom, MN 56101	Nuisance Abatement 9-21-20 TOTAL \$	1,200.32
25-821-0120	Lot 3/Block 27 Windom East Addition 1132 Miller Ave	Marcus Netsch	678 Collins Ave Windom, MN 56101	Nuisance Abatement 7-13-21 TOTAL \$	4,198.23
25-352-0430	Lot 5/Block 6 Hutton & Collin Subd 678 Collins Ave	Marcus Netsch	678 Collins Ave Windom, MN 56101	Nuisance Abatement 7-13-21 TOTAL \$	2,138.16
25-024-0620	225'x235' tract in SE 1/4 Section 24 2480 Hwy 60 E	Dollar General	Firefly Properties Inc 8949 E Churchill Ct Wichita KS 67206	Fire Call 12-27-2020 TOTAL \$	1,000.00
25-752-0020	ALL VAC ARLINGTON AVE BTW BLK 1 & 3; A LOTS 1,2,3 BLK 3 EX DOT PAR 207E; ALL BLK 5; VAC ALLEY BTW BLK 3 & 5; W1/2 VAC ASH ST 2270 Hwy 60 E	Windstream Inns LLC	2270 Hwy 60 E Windom, MN 56101	Fire Call 3-18-2021 TOTAL \$	1,000.00
24-341-0350	Hollister's 1st Addn W 65' Lots 7, 8 & 9/Block Lakefield, MN Jackson County	Nicholas Blaskey	302 4th Ave West Lakefield, MN 56150	Fire Call 9-21-2020 TOTAL \$	1,000.00
					\$ 12,271.71

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

**A RESOLUTION EXPRESSING SINCERE APPRECIATION TO
DIRK ABRAHAM FOR DEVOTED PUBLIC SERVICE
TO WINDOM, MINNESOTA**

WHEREAS, Dirk Abraham, as a radio broadcaster for KDOM Radio has served the Windom Community with exceptional dedication and professionalism for 24 years; and

WHEREAS, the City of Windom wishes to express grateful recognition and appreciation to Dirk Abraham for his untiring and valuable service faithfully rendered to the City of Windom and members of the community; and

WHEREAS, while executing his duties at KDOM Radio, Dirk Abraham performed a pivotal role and has been a strong advocate in providing community news and information to help inform the citizens of Windom; and

WHEREAS, Dirk Abraham's unwavering commitment, willingness and ability to understand and communicate local events and news has provided a substantial contribution to the City of Windom and its citizens; and

WHEREAS, Dirk Abraham worked numerous hours to broadcast for the Community news and sporting events while exhibiting outstanding community spirit and maintaining a demeanor that made working with him a pleasure; and

WHEREAS, his sense of humor, kindness, energy and graciousness have enriched those fortunate enough to know and work with him.

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

1. The City Council, on behalf of its members, City officials, employees of the City of Windom, and the citizens of this community, extends to **Dirk Abraham** its expressions of appreciation for serving the City and its citizens well, and its best wishes for the years to come.

2. That a copy of this resolution be incorporated in the official records of the City Council of the City of Windom and a copy presented to Dirk Abraham.

Adopted this 16th day of November, 2021.

Dominic Jones, Mayor

Attest:

Steven Nasby, City Administrator

RESOLUTION #2021-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM JUDITH HINTZE TO THE WINDOM LIBRARY

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 City of Windom has received a donation of \$450.00 from Judith Hintze for the Windom Library; and

WHEREAS, the Donor requests that the donation be used as deemed appropriate for the Windom Library.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of \$450.00 offered by Judith Hintze.

Adopted by the Council this 16th day of November, 2021.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

MEMORANDUM

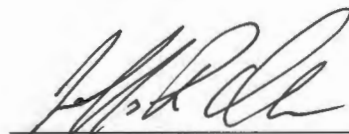


CITY OF WINDOM
444 9th Street
P. O. Box 38
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127

TO: Windom City Council
FROM: Jeff Dahna, General Manager Telecom
DATE: November 5, 2021
RE: **Telecommunications Dept. - Commission declaration of surplus equipment**

Due to engine and safety issues, the 2006 Ford van that was used for service work has been taken out of service. Telecom Staff is currently using the Telecom General Manager's truck for service work.

The Telecom Commission met on August 23, 2021, and voted unanimously to declare the van as surplus and recommends disposition of the van. The Telecom Commission and Telecom General Manager are recommending that the van be declared surplus and that it be disposed of through public auction.



Jeff Dahna, Telecom General Manager

11-5-2021
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: Jason Sykora, Electric Superintendent
DATE: 11/9/2021
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 Agreement 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. This is one of the four total permits we need to construct the new Transmission line. We now have 3 of the four required permits to rebuild the transmission line.

Fiscal Impact

There is no cost for this permit as it is just a change of use. The City will be required to purchase Railroad Protective Liability Insurance at a cost of approximately \$2,000.00. 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.



September 16, 2021
Folder: 03271-18

JASON SYKORA
WINDOM MUNICIPAL UTILITIES
1105 FIRST AVENUE
WINDOM MN 56101

RE: Proposed Construction of One (1) Overhead Wireline Crossing at Mile Post 146.62 on the Worthington Subdivision at or near Windom, Cottonwood County, Minnesota.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Justin Soriano.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at jasorian@up.com.

Sincerely,

Justin Soriano
Analyst Finance - Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 146.62, Worthington Subdivision
Location: Windom, Cottonwood County, Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of , ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **WINDOM MUNICIPAL UTILITIES**, to be addressed at 1105 First Avenue, Windom, Minnesota 56101 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) overhead wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Windom, Cottonwood County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated August 13, 2021, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) overhead wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Zero dollars (0.00)**

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (03271-18)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: WINDOM MUNICIPAL UTILITIES
1105 First Avenue
Windom, Minnesota 56101

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

UNION PACIFIC RAILROAD COMPANY

By: _____

Justin Soriano
Analyst Finance

WINDOM MUNICIPAL UTILITIES

By: _____

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



OVERHEAD WIRELINE CROSSING OVER 750 VOLTS

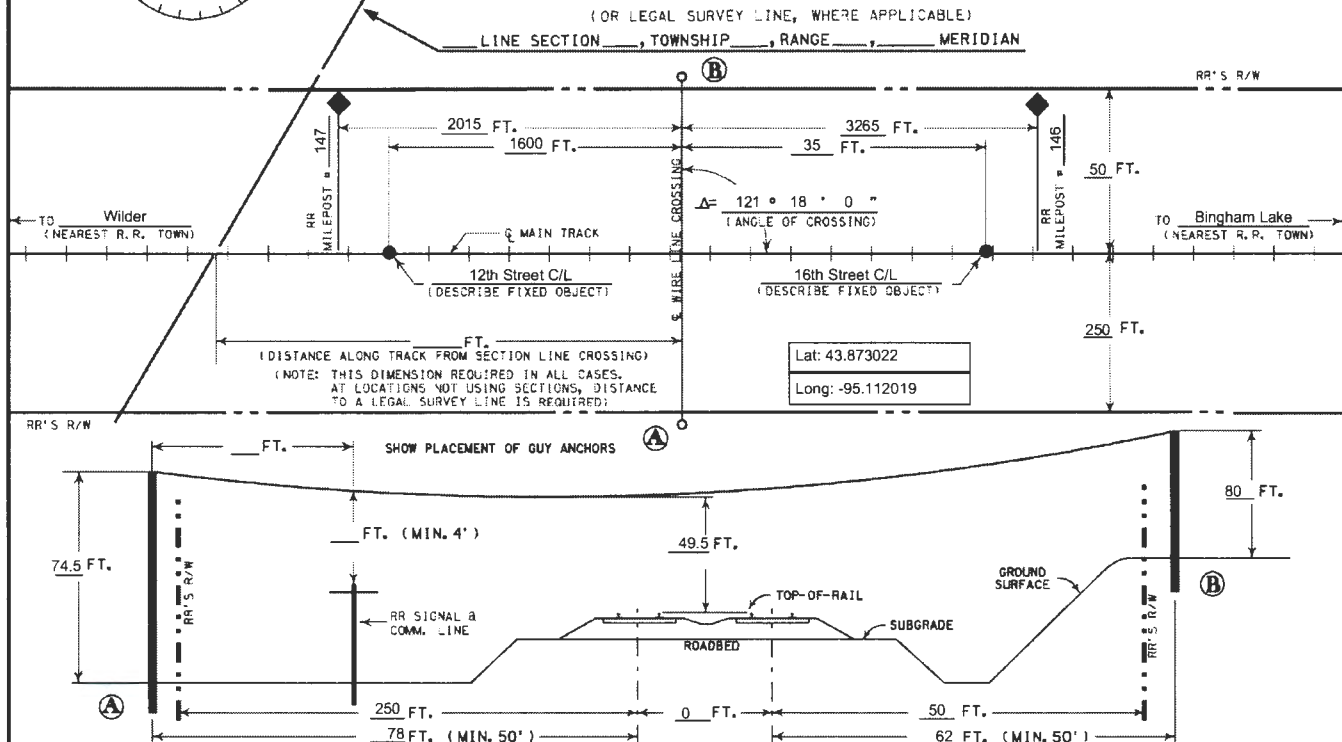
FORM DR-0404-H

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 STRANDED	HEIGHT
1	41.82	69	3	4	40	ACSR	STRANDED	49.5

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 735; MATERIAL STEEL; SOLID OR STRANDED STRANDED.
- G) CROSSING SPAN: LENGTH 163 FT.; NORMAL CONDUCTOR SAG 11 IN. AT 60 °F.
- H) ADJOINING SPANS: LENGTH 164 FT.; NORMAL CONDUCTOR SAG 11 IN. AT 60 °F.
LENGTH 303 FT.; NORMAL CONDUCTOR SAG 59 IN. AT 60 °F.
- I) POLE 1: TIMBER LENGTH 85 FT. DEPTH OF SETTING 10.5 FT.
HEIGHT ABOVE GROUND 74.5 FT.
CLASS OR BUTT AND TOP DIMENSIONS 1
- POLE 2: TIMBER LENGTH 96 FT. DEPTH OF SETTING 16 FT.
HEIGHT ABOVE GROUND 80 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 1-800-336-9193, 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"

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

UNION PACIFIC RAILROAD CO.

Worthington Sub.

(SUBDIVISION)

M. P. 146.62 E. S. 1336+65 ±

OVERHEAD WIRELINE CROSSING

WINDOM COTTONWOOD MN

(NEAREST RR STATION) (COUNTY) (STATE)

FOR WINDOM MUNICIPAL UTILITIES

(APPLICANT)

RR FILE NO. 0327118 DATE 8/13/2021

WARNING

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, 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 Licensor without liability to Licensee 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 Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker-balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at

Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger 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 Licensor 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, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger 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 flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") 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 Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensors operations and work performed by Licensors personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensors shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensors Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensors shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensors operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensors provides such support, Licensors shall invoice Licensee, and Licensee shall pay Licensors as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensors Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensors then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad 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. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensors during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for 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 Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensors, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to

Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensors shall have the right, if it so elects, to provide any Safety Measures Licensors deems necessary for the safety of Licensors's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensors provides such Safety Measures, Licensors shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensors the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensors's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensors may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensors and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensors's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written

certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, 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 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

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 a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

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

- Licensee'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 Licensee is self-insured, evidence of state approval and excess 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.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

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

Other Requirements

F. All policy(ies) required above (except workers' compensation and employers' liability) must include Licensors 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 Licensors as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensors negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. 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.

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

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: NOVEMBER 16, 2021
RE: SHORELAND SIDE YARD SETBACK – SECOND READING and
TITLE & SUMMARY (For Publication)
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

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

1. Approve the second reading of **Ordinance No. 191, 2nd Series** amending the side yard setback in the Shoreland Ordinance.
 2. Approve the proposed **Title & Summary for Ordinance No. 191, 2nd Series** for publication, in lieu of publishing the entire ordinance, by at least a 4/5 vote of the Council.
-

Issue Summary/Background

The City Council approved the first reading of Ordinance No. 191, 2nd Series on November 2, 2021. The ordinance had been reviewed by the City Attorney and no changes were requested at the November 2nd Meeting. The second reading is scheduled for November 16, 2021. At that time, the ordinance can be adopted.

Due to the cost for publication of lengthy ordinances, there is a provision in State Law which allows cities to publish a title and summary of an ordinance. A proposed Title and Summary has been prepared.

Pursuant to State law, the Council needs to **approve the text of the summary and determine that it clearly informs the public of the intent and effect of the ordinance.** *Approval of the Title and Summary requires a 4/5 vote of the Council.*

Fiscal Impact

There should be no fiscal impact to the City.

Attachments

1. Ordinance No. 191, 2nd Series
2. Title & Summary of Ordinance No. 191, 2nd Series.

ORDINANCE NO. 191, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
AMENDING CITY CODE SECTION 152.227, TABLE 4,
OF SHORELAND ORDINANCE (RE: SIDE YARD SETBACK)

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, the ordinance (City Code) for the Shoreland District controls the development of land adjacent to waterbodies including lakes, rivers, and streams; and

WHEREAS, Windom's Shoreland District is an overlay district in numerous zoning districts in the City of Windom and covers property adjacent to or within 1,000 feet of Cottonwood Lake; adjacent to or within 300 feet of the Des Moines River; and adjacent to or within 300 feet of Perkins Creek; and

WHEREAS, Section 152.227, Table 4, entitled: "Setbacks and Size Requirements Regardless of the Classification of the Waterbody", sets forth the setbacks and size requirements for lots within the Shoreland District; and

WHEREAS, Section 152.227, Table 4 lists the side yard setback for lots within the Shoreland District (*both riparian and non-riparian lots*) as 20 feet on each side of the structure; and

WHEREAS, the Economic Development Authority of Windom has requested that the City Council consider allowing the side yard setback in the Shoreland District to revert to the side yard setback in the underlying zoning district; and

WHEREAS, the Minnesota Department of Natural Resources ("DNR") provides a model Shoreland Ordinance. There is no recommended side yard setback in the DNR's model ordinance which allows cities to determine their own side yard setback for the Shoreland District; and

WHEREAS, other communities in the area with shoreland districts were contacted and City Staff verified that the side yard setback in their shoreland districts is the same as the underlying zoning district; and

WHEREAS, it is in the best interests of the citizens of Windom that the side yard setback for the Shoreland District, as set forth in Section 152.227, Table 4, be amended as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, ORDAINS:

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY AMENDED BY DELETING THE SIDE YARD SETBACK SET FORTH IN TABLE 4 OF SECTION 152.227 AND INSERTING THE FOLLOWING IN LIEU THEREOF:

SECTION 152.227 DESIGN CRITERIA FOR STRUCTURES.

Table 4: Setbacks and Size Requirements Regardless of the Classification of the Waterbody:

Side yard setback	Same as underlying Zoning District
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THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS:

ALL OTHER SETBACKS AND SIZE REQUIREMENTS SET FORTH IN SECTION 152.227, TABLE 4, SHALL REMAIN IN FULL FORCE AND EFFECT.

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS:

EFFECTIVE DATE: This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN; and this ordinance shall be in full force and effect immediately upon publication.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 16th day of November, 2021.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

1st Reading: November 2, 2021

2nd Reading: November 16, 2021

Adoption: November 16, 2021

Published Ordinance or Title & Summary: November 24, 2021

TITLE AND SUMMARY
OF
ORDINANCE NO. 191, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
AMENDING CITY CODE SECTION 152.227, TABLE 4,
OF SHORELAND ORDINANCE (RE: SIDE YARD SETBACK)

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

To amend SECTION 152.227, TABLE 4, entitled "Setbacks and Size Requirements Regardless of the Classification of the Waterbody", of the City's Shoreland Ordinance by deleting the current side yard setback and replacing it with the following:

Side yard setback: Same as underlying Zoning District.

ORDINANCE NO. 191, 2ND SERIES:

1st Reading: Windom City Council Meeting – November 2, 2021
2nd Reading: Windom City Council Meeting – November 16, 2021
Adoption: November 16, 2021
Publication: November 24, 2021
Effective Date: November 24, 2021

NOTICE: A COPY OF THE ENTIRE TEXT OF ORDINANCE NO. 191, 2ND SERIES AND A COPY OF THE FOREGOING SECTION (as incorporated into Ordinance No. 191, 2nd Series) ARE AVAILABLE ON THE CITY'S WEBSITE AT www.windom-mn.com OR PRINTED COPIES ARE AVAILABLE FOR INSPECTION BY ANY PERSON AT:

Building & Zoning Office
Windom City Hall
444 9th Street
Windom, MN 56101

During regular office hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.)

AND AT: Windom Public Library
904 4th Avenue
Windom, MN 56101

During regular library hours: Monday – 9:00 a.m. to 7:00 p.m.
Tuesday through Friday – 9:00 a.m. to 5:30 p.m.
Saturday – 9:00 a.m. to 1:00 p.m.

This "Title and Summary" approved for publication by the Windom City Council on November 16, 2021.

CITY OF WINDOM
By Dominic Jones, Mayor

Attest: Steven Nasby, City Administrator

RESOLUTION #2021-

INTRODUCED:

SECONDED:

VOTED:

Aye:

Nay:

Absent:

A RESOLUTION AWARDING THE CONTRACT FOR THE "CEMSTONE PLANT DEMOLITION PROJECT"

WHEREAS, pursuant to an advertisement for bids for the project entitled "Cemstone Plant Demolition Project", bids were received, opened and tabulated according to law, and the following bids were in compliance with the advertisement:

	Bid Amount	Alternate No. 1	Total
Voss	\$359,900.00	\$40,450.00	\$400,350.00
MAAC	\$381,435.00	\$36,150.00	\$417,585.00
Holtmeier Construction	\$358,237.50	\$73,770.00	\$432,007.50
Timm's Trucking	\$427,285.00	\$66,053.50	\$493,338.50
Ramsey Companies	\$623,402.00	\$160,760.80	\$784,162.80

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

	Bid Amount	Alternate No. 1	Total
Voss	\$359,900.00	\$40,450.00	\$400,350.00

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 "Cemstone Plant Demolition Project" according to the plans and specifications. Copies of the plans and specifications are on file in the Office of the City Administrator.

Adopted by the Council this 16th day of November, 2021.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator



October 29, 2021

Steven Nasby, City Administrator
City of Windom
444 9th Street
P.O. Box 38
Windom, MN 56101-0038

**RE: Cemstone Plant Demolition
Windom, Minnesota
DGR Project No. 369202**

Dear Steve:

Voss Plumbing and Heating of Paynesville, MN is the low bidder for the above referenced project with a bid of **\$400,350.00** (Base Bid - \$359,900.00 and Alternate - \$40,450.00), the funding budget estimate was \$466,400. DGR recommends the City Council award the construction contract for the base bid and alternate to the low bidder subject to receipt of all contract documents in proper form.

Please feel free to call me if you have any questions.

Sincerely,

DGR Engineering

A handwritten signature in dark ink, appearing to read "Dan L. Van Schepen".

Dan L. Van Schepen, P.E.

cc: Voss Plumbing and Heating

BID TABULATION
Cemstone Plant Demolition

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

LETTING: October 28, 2021 @ 1:00 P.M.



DGR Engineering
1302 South Union Street
Rock Rapids, IA 51246

DGR PROJECT NO. 369202

BID SECURITY			10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond	
BIDDER AND ADDRESS			Voss East Hwy. 23 Paynesville, MN 56362		MAAC 802 North 2nd St. Montevideo, MN 56265		Holtmeier Construction 3301 Third Ave. Mankato, MN 56001		Timm's Trucking 24366 Holland Ave Morristown, MN 55052		Ramsey Companies 8297 Brooklyn Blvd Minneapolis, MN 55445	
ITEM NO.	NO. OF UNITS	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Base Bid												
1	Job	Site Structure Demolition, lump sum	L.S.	\$185,000.00	L.S.	\$220,335.00	L.S.	\$186,777.50	L.S.	\$205,490.00	L.S.	\$482,712.00
2	10,000	MnDOT Class 5 Backfill, per ton	15.00	150,000.00	15.00	150,000.00	12.70	127,000.00	17.45	174,500.00	8.12	81,200.00
3	15.0	Sand Pit Seeding Cover, per acre	1,500.00	22,500.00	500.00	7,500.00	2,700.00	40,500.00	2,885.00	43,275.00	2,926.00	43,890.00
4	1,200	Install, Maintain and Remove Silt Fence/Erosion Control, per lin. ft.	2.00	2,400.00	3.00	3,600.00	3.30	3,960.00	3.35	4,020.00	13.00	15,600.00
TOTAL BASE BID			\$359,900.00		\$381,435.00		\$358,237.50		\$427,285.00		\$623,402.00	
Alternate No. 1 Bid												
1	Job	Clean, Grub and onsite dispose of Trees, lump sum	L.S.	\$18,000.00	L.S.	\$20,000.00	L.S.	\$18,250.00	L.S.	\$11,950.00	L.S.	\$56,895.00
2	Job	Leveling/Grading Quarry Bottom, lump sum	L.S.	4,000.00	L.S.	10,000.00	L.S.	19,850.00	L.S.	19,110.00	L.S.	67,876.00
3	12.3	Sand Pit Seeding Cover, per acre	1,500.00	18,450.00	500.00	6,150.00	2,900.00	35,670.00	2,845.00	34,993.50	2,926.00	35,989.80
TOTAL ALTERNATE NO. 1 BID			\$40,450.00		\$36,150.00		\$73,770.00		\$66,053.50		\$160,760.80	
TOTAL BASE BID + ALTERNATE NO. 1 BID			*	\$400,350.00	\$417,585.00		\$432,007.50		\$493,338.50		\$784,162.80	

* Apparent Low Bidder

Corrected Amount