Council Meeting
Tuesday, February 15, 2022
City Council Chamber
6:30 p.m.
AGENDA

CITY OF WINDOM

Call to Order
Pledge of Allegiance

1. Consent Agenda
   - Minutes
     - Council Minutes – February 1, 2022
     - HRA – November & December 2021
     - Joint Government Meeting – January 31, 2022
     - Telecom Commission – February 2, 2022
   - Regular Bills
2. Department Heads
3. Proclamations Years of Service – Fire Department
   - Eric Ward
   - Kevin Gotto
   - Corey Maricle
4. Ratification of Fire Department Election
5. MnDOT Presentation - Hwy 60 Corridor Study
6. Resolution Accepting Donation – Dorothy Van Norman - Library
7. Resolution Calling for Public Hearing – Abatement Extension – 1955 First Avenue
8. 2022 Federal Airport Project – Engineering Agreements
9. Resolution Relating to Reimbursement Bond
10. 2021 Annual Report
11. Resolution Approving Amendments to the Fees and Charges Schedule
12. Personnel – Hiring Recommendation – Street Foreman
13. 2022 Mayor Appointments & Reappointments
    - Boards & Commissions
14. New Business
15. Old Business
16. Council Comments
17. Adjourn

P.O. Box 38 • 444 Ninth Street • Windom, MN 56101 • Phone 507-831-6129 • FAX 507-831-6127

Preliminary

Regular Council Meeting
City Hall, Council Chamber
February 1, 2022
4:30 p.m.

1. Call to Order:

   The meeting was called to order by Mayor Dominic Jones

2. Roll Call:

Council Present:	Mayor Dominic Jones, Jayesun Sherman, Marv Grunig, Jenny Quade, James Nelson and Lisa Farag
Council Absent:	None.
City Staff Present:	Steve Nasby, City Administrator; Scott Peterson, Police Chief; Andy Spielman, Building Official; Drew Hage, Development Director; Jeff Dahna, Telecom General Manager; Tim Hogan, Recreation Director and Jon Ketzenberg, Streets & Parks Superintendent

3. Pledge of Allegiance

4. Amendment to the Agenda:

   Jones said that staff would like to add an item related to Building Inspections under new business and Grunig has an item for old business related to the Veteran's Memorial project.

   Motion by Grunig second by Quade to approve the amended agenda. Motion carried 5 – 0.

5. Consent Agenda:

   - Minutes
     - Council Minutes – January 18, 2022
     - Tree Committee – January 19, 2022
     - Utility Commission – January 26, 2022
   - Licenses – Exempt Gambling Permits
     - BARC – Bingo for March 15, 2022 and April 19, 2022
   - Regular Bills

   Motion by Sherman second by Quade approving the Consent Agenda. Motion carried 5–0.

6. Department Heads:

   None.

7. Tax Abatement Extension Request – Guardian Inn:
   Drew Hage, Development Director, said that the Council had previously discussed this request for an extension of the tax abatement and asked staff to come up with some options. Hage said the developer is making the request due to timing of the tax assessment of the property and change of use. The property was commercial in 2020 and converted to residential in 2021, but as the

property did not close until February 2021 the commercial use continued past January 2, 2021, which is the tax assessment date for determination of use. The difference in the property taxes is shown in the memo, but is essentially creating a $20,000 gap in the project. By extending the tax abatement from the City, County and School for two years the gap is made up.

Jones asked if the City can address this issue. Nasby replied that the City has control over only their portion of the property tax and City action alone will not commit the County or School.

Quade asked if the classification for 2022 was done and there are not problems in the future. Hage said the use was residential in January 2022 so there should not be any problems.

Farag asked if the construction for the remodeling was completed by January 2, 2022. Hage said they are still working on some construction. Nasby said it is confusing, but the amount of work being done is not impacting the classification issue for the 2021 taxes being considered.

Jones asked if there were deadlines with the Conditional Use Permit. Andy Spielman, Building Official, said the only deadline was for the project to begin construction and that was met.

Grunig asked if the compromise option of a one-year extension had been discussed with the developer and if the developer has been talking with Hylife on lease terms. Hage said that the developer had been given the information from the Council packet, but he did not know about discussions between those two parties.

Sherman said he would support the compromise position of a one-year extension.

Farag wondered if the Council is setting a precedence for who is responsible to fix a mistake or remedy an overlooked aspect of a project.

Nelson felt the buyer's attorney maybe should have caught this issue, but awareness from both buyer and seller is important. He would support doing both years of the abatement extension.

Jones said he favors two years of extension as well, but would not make any contingencies or recommendations as to County or School actions.

Grunig said Windom needs housing, housing and housing but the developer should have responsibility.

Motion by Sherman second by Grunig to offer the developer an extension of the City's tax abatement for one year without any contingencies on what action the County or School take. Motion carried 3 – 2 (Nelson and Farag).

Nelson said what if the developer comes back and asks for another year? So, do two years now?

Farag said they were already given tax abatement and should have known the rules so she is not in favor of any extension. Buyer should have done their due diligence.

8. <u>Telecom Rate Recommendation – Resolution Establishing Rates, Charges and Fees:</u> Jeff Dahna, Windomnet General Manager, said that the Telecom Commission had two recommendations for rate changes. The first was for Transparent LAN (Local Area Network) Services (TLS). The last rate change was in 2017 and our rates needed to be increased. The

market rates have gone up over the last five years. This rate change will only impact new contracts and expiring contracts. Existing contracts will keep the old rate until they expire.

Second, Dahna said that the costs for operating and maintaining the email system are going up due to spam server cost, email system licenses and impending email platform upgrade or change. Currently Windomnet provides five free email addresses, which some are used by customers and some are not. There are about 1,100 email accounts set up but not all are used. Windomnet pays for the licenses and support based on the number of accounts and with many inactive the costs are higher than should be. The Telecom Commission is recommending that a fee of $1\month per email account be charged to off-set expenses, but also as a way to encourage customers to eliminate inactive accounts. Dahna said other providers charge a fee of $3.50 to $6.00 per email address so our fee is reasonable. He noted that customers can use other services such as Gmail or yahoo for free so there are other options.

Jones said the fee will bring in about $13,200 annually based on the current 1,100 accounts.

Grunig asked how many duplicates there were of the 1,100. Dahna said very few duplicates as those are deleted, but customers can have multiple emails. What happens with some inactive accounts is that there are high volumes of data stored and Windomnet has to accommodate and pay for that storage. Grunig asked if the Telecom Commission had discussed raising the overall internet cost and keep the free emails as it is beneficial for the world to see "Windomnet" emails as a way of advertising. Dahna replied that the Commission felt by charging a fee for each email it would get the inactive accounts off the system versus charging everyone a little more.

Quade noted that the $1\email fee is planned for a May 1, 2022 start so people have time to make other arrangements if they do not want to incur the cost.

Farag asked if they tried to delete inactive accounts. Dahna said they did and got some upset customer calls.

Sherman asked if Telecom had asked owners of inactive accounts to remove them. Dahna said some emails have been made and not on a specific account so the owners are not always known.

Council Member Sherman introduced the Resolution No. 2022-02, entitled "RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR TELECOMMUNICATIONS ENTERPRISE FUND" and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Aye: Farag, Grunig, Sherman, Nelson and Quade. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

9. Resolution Accepting Federal Grant – American Rescue Plan Act – Airport Grant Agreement: Nasby said these are federal funds directed to municipal airports. This is a $32,000 grant without any matching requirements. There are conditions including a mask requirement for the Arrival-Departure building as long as the CDC requires masks for indoor, public spaces. These are federal monies and federal restrictions. The City has up to four years to use the funds if they are accepted.

Council Member Sherman introduced the Resolution No. 2022-03, entitled "AUTHORIZATION TO EXECUTE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRPORT RESCUE GRANT AGREEMENT" and moved its adoption. The Resolution was seconded by Quade and on roll call vote: Aye: Quade, Farag, Grunig, Sherman and Nelson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

10. 2022 Part-time, Seasonal and Temporary Non-union Wage Rates:

Nasby said that the State minimum wage adjusts annually with inflation and the new minimum is $10.33/hour up from $10.08. Additionally, with inflation and worker shortages the City needed to be competitive to get the part-time, seasonal and temporary employees needed to operate programs such as summer baseball, pool and others. The other change to the scale was that the length of time from hire to top of scale was shortened to two years from five. The budget assumed some increases in wages, but it could be slightly more depending on which department.

Motion by Nelson second by Sherman to approve the 2022 Part-time, Seasonal and Temporary Non-union Wage Rate Schedule as presented. Motion carried 5 - 0.

11. 2022 Mayor Appointments & Reappointments:

Jones said that he had been working on appointments. In addition to the memo in the packet he has one more, which is Tom Riordan for reappointment to the Utility Commission.

Motion by Grunig second by Quade to approve the appointment of Tom Riordan to the Utility Commission; Cory Malakowsky, Telecom Commission; Danny Martinez, Parks & Recreation Commission; Paul Johnson, Parks & Recreation Commission and Tom Seigfreid, Economic Development Authority. Motion carried 5 – 0.

Jones said there are other boards and commissions with spots to fill. He asked that if members of the public are interested in serving they please contact the City office or himself.

Nasby reminded the Mayor and Council that during the budget discussions they wanted to have an ad hoc committee formed to look at synergies between the Library and Community Center.

12. New Business:

Nasby said that the City had been contacted by the City of Worthington regarding building inspections. They had a retirement and the new person is working their way to licensure. This is the same situation Windom had experienced. Worthington needs some hours each week from Certified Building Inspector to sign off of items done by their inspector which has only the "limited" license at this time. Spielman had brought this to Nasby's attention prior to the contact from Worthington and both he and Spielman thought we should help out another community as best we can.

Spielman said that Worthington is following the typical path of bringing on a new inspector. The limited inspector can do residential, but needs someone to help oversee and sign off on commercial construction. Spielman did not think it would take that much time each week and felt he could help out and still maintain the activities in Windom. He acknowledged it would be some additional hours on his part but felt it is manageable. It takes about a year to get to a fully licensed Building Official and thought the time would lessen as the person gains proficiency.

Jones asked how much time was requested. Spielman said they asked for two hours, twice a week so up to six hours a week with travel time.

Nasby said that Windom previously had a temporary shared Telecom Manager with the

Southwest Minnesota Broadband System and had a services agreement which covered items such as liability issues, time allowances, billing and cost of service.

Quade said she is supportive of helping out another community and maybe sometime it is Windom that needs help.

Jones said that he would ask for Council approval to move forward and if so, that he and the City Administrator be authorized to sign a services agreement.

Motion by Sherman second by Quade to approve the City of Windom entering into an agreement with the City of Worthington for Certified Building Official services and authorize the Mayor and City Administrator to sign the agreement. Motion carried 5 – 0.

13. Old Business:

Grunig said that funds are being raised for a new Veteran's Memorial at Lommen Park. The group is now working on design and he has an ask for the City Council. The Utility Commission has approved connecting the lights for the memorial to the Street light system so there is a consistent on\off and power supply. The City pays for the street lighting through the General Fund budget. The cost is estimated to be about $80/year for the electricity used by the memorial lights. He is asking the Council to consider covering this cost through the street lighting budget.

Jones said this is a great project and fully supports them. Consensus by the rest of the Council.

Motion by Sherman second by Farag to approve the addition of the lighting of the Veteran's Memorial at Lommen Park to the street lighting system and to perpetually cover the cost of the electricity for these lights. Motion carried 5 – 0.

14. Council Comments:

Quade thanked the citizens serving on Boards and Commissions and thanked the Mayor for the time needed to fill the spots.

Sherman wished everyone a Happy Valentine's Day.

Grunig asked that the new ad hoc committee be given a scope of work.

Nasby thanked Jones, Sherman and Farag for attending the Joint Government meeting this week and noted a priority topic of the group was expansion of broadband in Cottonwood County.

Jones acknowledged the Joint Government meeting and thought the broadband discussion at the next meeting would be good. He thanked the Street crew for the snow removal job and thanked the Emergency Services (Police, Fire and Ambulance) for all they do for the community.

15. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 5:45 p.m.

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Dominic Jones, Mayor

Attest: ______________________________

Steve Nasby, City Administrator

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

November 10, 2021 at 4:00pm

A regular meeting of the Board of Directors was held on November 10, 2021 at the Riverview Apartments Community Room. Board Members present: Linda Jaakola, Margaret McDonald, Tom White and Dan Molitor. Also present was Interim Executive Director, Linda Loewen and Executive Director, Doreen Harrold. Absent was Jean Fast and Jim Nelson, City Liaison.

The Regular Board Meeting was called to order at 4:00 pm with the consent agenda approved (McDonald/White) which included minutes from the previous meeting, the agenda, balance report and bills report, after a correction to the minutes in regard to the RV West Parking Lot project.

Scheduled Guests: None.

Old Business consisted of:

1. The Interim Executive Director presented an update on the monthly turnaround rate. There were no Fee Accountant Report(s) for review.
2. The Interim Executive Director reported she has access in Secure Systems effective 11/09/2021.
3. The Interim Executive Director reported that we received a submission of interest for the vacant Board Liaison positon from Joni Halvorson submission. After some discussion, a motion was made to accept Joni Halvorson for the term ending December 31, 2024. (White/Molitor)
4. The Interim Executive Director presented an update on the maintenance truck tires – the tires were installed and the invoice is included in the November bills.
   The Interim Executive Director presented an update regarding the west Riverview parking lot and the approval of the quote from Bargen Inc. in the amount of $4,312.00. The Interim Executive Director reported that due to the dollar amount, an RFP would need to be sent out. Steve will follow-up on this in regard to getting this scheduled for next spring.

New Business consisted of:

1. The Interim Executive Director gave an update on the upcoming holiday activities planned for tenants. On Tuesday, December 14th and Wednesday, December 15th, a catered holiday meal will be delivered to the tenants of Hillside Manor and Riverview Apartments. The meals will be catered by P & J's of Heron Lake. In addition, we will host bingo and a craft night. We will also give gifts to 2 children at Riverview Apartments and the children at River Road.
2. The Interim Executive Director is continuing training with the new Executive Director.
3. The Interim Executive Director reported to the board that the HRA has been contacted by Drew Hage from the Windom EDA regarding a residential rehab loan for a property located at 709 4th Avenue. The request is for 4 installments of $2,500 for roof repairs to the property as the owner is doing the construction on his own. After some discussion, a motion was made to approve the loan request as noted in 4 installments. (White/McDonald)
4. The Interim Executive Director reported she now has access to revenue recapture.

5. The Interim Executive presented information for the health insurance renewal. Heather Klassen did some research and the Windom HRA will not be allowed to re-enter the SWWC insurance pool at this time. The current Blue Cross Blue Shield plan appears to be the best option for the Windom HRA. It was also presented that the health insurance benefits for Doreen Harrold, Executive Director would be effective, December 1, 2021 at $1,002.29 and $1,006.98 beginning January 1, 2022. After some discussion, a motion was made to approve the renewal of the Blue Cross Blue Shield health insurance plan for the existing employees and to approve the addition of Doreen Harrold, Executive Director health benefits beginning December 2021 as noted above. The H.S.A. will remain at $200 per employee per month, to include Doreen Harrold. (McDonald/White)
6. The Interim Executive Director reminded the board to discuss annual staff gifts ($50 DH, $200 AD, $200 BH). The Interim Executive Director will contact the Accountant to tax the gifts for the 3 staff on their paycheck. After some discussion, a motion was made to issue $450 to be divided between the employees and $200 for contracted staff on a Visa gift card. (White/McDonald)
7. The Executive Directors have been working on: continued training, submission of operating funds – complete, FMR's, Annual contracts, Utility Allowances.
8. Upcoming board meetings will be December 8th at Jack Slade's at 4:30 pm and January 12, (HS) at 4:00 pm.

With no further business, the meeting was adjourned at 5:00 pm (McDonald/Molitor).

Linda Jaakola, Chairman

Linda Loewen, Interim Executive Director

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

December 8, 2021 at 4:30pm

A regular meeting of the Board of Directors was held on December 8, 2021 at Jack Slade's, with a holiday meal afterwards. Board Members present: Linda Jaakola, Jean Fast, Margaret McDonald, Tom White, Dan Molitor and Joni Halverson. Also present was Interim Executive Director, Linda Loewen and Executive Director, Doreen Harrold. Absent was Jim Nelson, City Liaison.

The Regular Board Meeting was called to order at 4:32 pm with the consent agenda approved (White/McDonald) which included minutes from the previous meeting, the agenda, balance report and bills report, after a correction to the minutes in regards to a duplicate entry in old business for the tenant holiday activities.

Scheduled Guests: None.
Non-scheduled Guests: None.

Old Business consisted of:

1. The Executive Director presented an update on the monthly turnaround rate. The August and September Fee Accountant Report(s) were reviewed.
2. Regarding the West parking Lot project the Executive Director reported that due to the dollar amount, an RFP would need to be sent out. Steve will follow-up on this in regard to getting this scheduled for next spring.
3. The Executive Director reported an update to the board regarding a residential rehab loan for a property located at 709 4th Avenue. The City is reviewing this loan due to some changes requested by the home owner. No payments have been issued by the HRA at this time and the amended contract will be re-presented to the board at a later date.
4. The Executive Director reported an update to the board regarding the payment received from the Gove Acres Loan.

New Business consisted of:

1. The Executive Director reported that board member Linda Jaakolas' term expires on 12/31/2021. Linda Jaakola agreed to renew her term as a board member, which will expire 12/31/2026.
2. The board members gave an availability update for the winter months as several of them go south during the winter months of January thru March. It was determined that a quorum should be possible for the meetings in each of the months.
3. The Interim Executive Director reported that the Windom HRA is currently under HUD monitoring due to the monthly occupancy percentage having slipped below 97% and has consistently been at 94% since May 2021. She reported that a plan of action had been conveyed to and accepted by our HUD representative. HUD is concerned that a trend has emerged with the Windom HRA, but they are well aware of the staffing change, high turn-over in units and that some of the units were occupied by long term tenants and required significant maintenance before re-rental.
4. The Interim Executive Director is continuing training with the new Executive Director. The 90-day evaluation is coming due. Board members Linda Jaakola and Jean Fast agreed to conduct the evaluation.

5. The Executive Director reported that the Certificate at FACU matures on 12/30/2021, it will automatically roll forward. The board agreed to allow the Certificate to roll forward, no motion necessary as no change in procedure taken.
6. The Executive Director presented the flat rent analysis to the board. The Windom HRA flat rent of $500 is above the 80% of FMR calculation of $492. After a short discussion a motion was made to keep the Windom HRA flat rent at $500. (Fast/Molitor)
7. The Executive Director presented the Annual Contract bids received for Electrical, Plumbing and Snow Removal. No bids were received for Carpentry. The board reviewed the bids received for January 1, 2022 – December 31, 2022 and after discussing each of the bid submission's a motion was made to select the following bids (White/Fast):
    a. Electrical – Ron's Electric $55 hr. - Regular Rate $82.50 After Hours Rate
    b. Plumbing – Thurmer's $75 hr. – Regular Rate $112.50-$150 After Hours Rate
    c. Snow Removal – Scott's Snow Removal $69.38 - $129.50 Regular Rate the same rates apply to After Hours Rates.
8. The Executive Director presented the proposed 2022 Utility Allowance. The board can either use the three-year average calculation of $20 or the current actual usage average calculation of $24. After a discussion a motion was made to increase the Utility Allowance to $20 based on the three-year average calculation, which is consistent to prior years. (McDonald/Fast)
9. The Executive Directors have been working on: continued training, FMR's –complete, Annual Contracts – complete, Utility Allowances – Complete; SAMS registration which has been paid for but needs finalization.
10. The Executive Director reported she will be on vacation from December 15 – December 17, 2021.
11. Upcoming board meetings will be January 12, (HS) and February 9 (RV) at 4:00 pm.

With no further business, the meeting was adjourned at 5:12 pm (McDonald/Molitor).

Linda Jaakola, Chairman

Doreen Harrold, Executive Director

Joint Government Meeting Minutes
January 31, 2022
Windom Area School – Elementary School Library
5:30 p.m.

1. **Call to Order**: Windom School District

2. **Roll Call:** Angie Klassen & Wayne Wormstadt (Windom School)
   Ryan Sokolofsky (City of Bingham Lake)
   Mike Nelson, Dean Janzen and Michael Mueller (City of Mt. Lake)
   Dominic Jones, Jayesun Sherman, Lisa Farag and Steve Nasby (City of Windom)
   Donna Gravley and Larry Anderson (Cottonwood County)

3. **Brief General Overview (Projects and\or Activities):**

   Windom school said that they have grown beyond the projections due to strong employment and new housing. They are working on Solar for Schools grants at all locations. Highland has pre-K and has absorbed about 60 kids from the closed Busy Bee pre-school. Winfair has programs from the SW\WC that serves kids from all of Cottonwood County.

   City of Mt. Lake said they completed new sewer ponds and have some new townhomes developed. They are looking to add more townhomes and are seeking private development of all types of units. They are in early stages of talks on a fire hall.

   City of Bingham Lake said it is generally quiet in town, but all the vacant lots have been purchased but no building is occurring. Seeing more traffic due to Highway 60 being all 4-lane.

   City of Windom noted that a new workforce housing project with 48 – four bedroom units is being planned and a grant was submitted to the State. The City's EDA is also working on relocating the Cemstone plant to the industrial park and redeveloping the old site into housing. Construction on the Kwik Trip truck stop\gas station is slated for early 2022 and the Highway 60 Corridor Study with MN DOT is wrapping up.

   Cottonwood County said they have a State Historical Society grant for research on designs for windows at the Courthouse. Continuing to move ahead on a new Public Works building. Property taxes are going to go up due to a rise in valuations on all properties. A carbon capture pipeline is planned to go through the northern part of the County. The Plum Creek wind tower project is delayed another year due to issues with getting on the electric grid.

4. **American Rescue Plan Act (ARPA) Funds Discussion:**

   Windom Schools said they got about $1.8 million in funds in several categories and were about done spending the funds. They replaced air handlers at facilities, hired additional staff to facilitate in-school learning and upgraded some computer systems.

   Cottonwood County said they got $2.3 million and have not spent any yet. They are looking at using it for landfill testing and other infrastructure.

Windom said they will receive about $475,000 but do not yet have a plan to use the money yet. The final rule from the U.S. Treasury was over 450 pages long, nearly three times as long as the interim rule. The final rule includes a provision for cities to claim up to $10 million or the total of their ARPA funds, whichever is less, as lost revenue. Then cities can use the funds for eligible government expenditures.

Bingham Lake noted they got some funds and were putting them into improvements in their water system.

Mt. Lake had gotten funds, but not made any plans on how to use them yet.

5. **Broadband Needs\Issues\Concerns:**

Windom said that when the Joint Government group met last time and discussed CARES Act funds there was consensus on the priority for broadband investment. Jones said he is the Executive Director for Red Rock Rural Water, a regional entity that provides water in Cottonwood and other counties, and they see the need for expanded broadband. They have a new treatment plant between Windom and Jeffers that would benefit from a fiber connection as would the Cottonwood County landfill and all the residents along the route. Maybe even building out Jeffers to provide service. The Blandin Foundation may be able to help get discussions started.

Mt. Lake said they are working on some ideas with a provider at this time and would like to see other options and more discussion. Maybe some involvement with Windomnet or SMBS could be part of a solution.

Cottonwood County said the needs in the rural areas for broadband are significant and the coverages they have are spotty, slow or non-existent. They asked about next steps, but thought that maybe the SW Regional Development Commission could help. Gravley said she would contact the SRDC.

6. **Job Growth and Impacts on Local Economies:**

Windom School said that they see growth in the community as positive and support effort so bring in jobs and housing. The labor shortages nationwide and locally are making it difficult to hire staff and increases in wages are needed. The school has 215 employees and finding teachers is very hard. They did bonuses with federal dollars and are looking at doing hiring bonuses and\or longevity bonuses. A resource of information locally would be if all public employers had copies of each other's pay plans so we simply do not shuffle employees from one public entity to another. The school sees hiring getting harder before it gets better due to a wave of retirements coming and continued impacts due to COVID.

Cottonwood County said they too are seeing difficulty in hiring and are in a negotiating year with their unions. There is a balance with pay and affordability for the County.

Windom concurred that finding people is getting more difficult.

7. **Old Business:**
None.

8. New Business:

Meeting dates for the group would remain the 5th Monday of a month, which equals a quarterly meeting. It was noted the next date would be May 30th but that is Memorial Day. The group picked Tuesday, May 31st as the next meeting date. The City of Mt. Lake will host (site to be determined) and a guest speaker regarding broadband would be invited from the SRDC or Blandin Foundation.

9. Adjourn:

Meeting adjourned at 7:10 pm.

TELECOMMUNICATIONS COMMISSION MEETING MINUTES
CITY OF WINDOM COUNCIL CHAMBERS FEB 2nd, 2022

Commission Abraham acting chair. New appointed commissioner sworn in.

I. Call Meeting to Order. The meeting was called to order by Commissioner Abraham at time 6:05 PM

II. Roll Call:

President:	Travis Eichstadt *absent*	City Staff:	Steve Nasby
V President:	*vacant*	City Staff:	Jeff Dahna
Secretary:	*vacant*	Council Liaison:	Jayesun Sherman *absent*
Commissioner:	Josh Peterson	Council Liaison:	Marv Grunig
Commissioner:	Dirk Abraham	Others Present:	-
Commissioner:	Cory Malakowsky		

III. Approval of Minutes from December 27th, 2021 meeting

Motion by commissioner Peterson, to approve minutes from the December 27th, 2021 meeting. Seconded by commissioner Malakowsky. Motion approves 3 to 0.

IV. Project Updates: Dahna updates commissioners the various telecom projects.

V. Manager's Report: Dahna reports to commissioners that on 2/1/2022 the Council approved the Transparent LAN Services (TLS) Rate for 2022 and to establish fee for residential email account in 2022 $1.00 per email account.
- Personnel item – Telecom Install Technician has turned in resignation. Last day of work is Feb 11th, 2022. Job opening will be posted internal/external.

Internet customers	1667
Phone customers	875
Video customers	719
Top application	Google 69.34 Terabit
Top Subscriber	5.8 Terabit

VI. New Business: Dahna and commissioners discuss proposed changes to monthly Residential Data Service Rates.

Motion by commissioner Peterson, to approve the proposed monthly residential service data rates:

10	**Mbps**	**$45.00 (Home WiFi not included. Add on Home WiFi $10.00)**
50	**Mbps**	**$70.00**
100	**Mbps**	**$87.00**
250	**Mbps**	**$100.00**
500	**Mbps**	**$120.00**
1000	**Mbps**	**$140.00**

Seconded by commissioner Malakowsky. Motion approved 3 – 0.

VII. Old Business: Dahna covers -Next Generation 911 (NG911) Inteliquent – Session Border Controller (SBC) units are installed in the NOC. Will start the provisioning process when time allows. Preliminary NG911 design work being done with Inteliquent. - STIR/SHAKEN – Session Border Controller (SBC) units are installed in the NOC. Next phase of the Robo Call mitigation plan mandated by the FCC. -Video Service – SFN has added 24hr look back or replay to the system. Finalizing Southern Fibernet (SFN) contract and channel lineup.

Motion by [commissioner], to establish monthly rates for streaming video services

Basic	**$35.00**
Exp Basic	**$60.00**
Premium	**$70.00**
Sioux Falls DMA	**$10.00**
Starz/Encore	**$9.00**
Showtime/Movie Ch	**$11.00**
Starz/Encore & Showtime/Movie Ch	**$19.00**

With a phone add on $5.00 discount, Triple Play $10.00 discount. Seconded by Malakowsky. Motion approved 3 – 0.

VIII. Commissioner's concerns and questions:

IX. Set Next Telecom meeting: February 23, 2022 at 6:00pm at the City Council Chambers.

X. Adjourn: Meeting adjourned by unanimous consent at 7:20 pm.

____
Dirk Abraham, Commissioner

____
XXXX, Telecom Commission Secretary

Attest: ________________________________
Jeff Dahna, Telecom General Manager

Windom, MN

Expense Approval Report
By Fund

Payment Dates 1/29/2022 - 2/11/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41110 - Mayor & Council					
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-41110-308	16.02
				Activity 41110 - Mayor & Council Total:	**16.02**
Activity: 41310 - Administration					
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-41310-200	199.00
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	100-41310-217	105.85
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-41310-308	150.00
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	100-41310-321	42.32
				Activity 41310 - Administration Total:	**497.17**
Activity: 41910 - Building & Zoning					
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	100-41910-212	101.30
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-41910-308	640.00
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	100-41910-321	41.46
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-41910-334	296.97
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2014 FORD F-150 SILVER	100-41910-443	19.25
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-41910-443	31.97
COTTONWOOD CO RECORDE	1-21-22	02/08/2022	MAU/RECORDING FEES	100-41910-480	46.00
COTTONWOOD CO RECORDE	1-21-22	02/08/2022	KNUTSONS/RECORDING FEES	100-41910-480	46.00
				Activity 41910 - Building & Zoning Total:	**1,222.95**
Activity: 41940 - City Hall					
SANDRA HERDER	JAN. 2022	02/01/2022	CITY HALL/CLEANING	100-41940-406	391.00
MELISSA PENAS	JAN. 2022	02/01/2022	CITY HALL/CLEANING	100-41940-406	391.00
				Activity 41940 - City Hall Total:	**782.00**
Activity: 42120 - Crime Control					
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	100-42120-212	-27.37
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	100-42120-212	2,232.35
GLOCK PROFESSIONAL INC.	TRP-100159222	02/08/2022	TRAINING	100-42120-308	250.00
AT & T MOBILITY	287293102788X02032022	02/08/2022	TELEPHONE	100-42120-321	692.40
COTTONWOOD CO AUD/TREA	22010037	12/31/2021	DISPATCH FEES JULY - DEC. 20	100-42120-325	4,941.00
P.M. REPAIR & DETAILING	23306	12/31/2021	MAINTENANCE - VEHICLE	100-42120-405	81.12
FORD MOTOR CREDIT CO LLC	1769358	02/02/2022	VEHICLE LEASE	100-42120-419	663.95
SCB PUBLIC FINANCE	40049-01/5-60-02-14-2022	01/18/2022	LEASAE FORD F150	100-42120-419	1,054.07
ENTERPRISE FM TRUST	FBN4399402	02/07/2022	VEHICLE LEASE	100-42120-419	274.09
TRITECH SOFTWARE SYSTEMS	341948	01/25/2022	POLICE/DUES	100-42120-433	132.30
DISCOVER PRODUCTS INC.	CS2022-01-06-012	02/07/2022	MISC. SUBPOENA	100-42120-480	22.00
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-42120-480	40.00
				Activity 42120 - Crime Control Total:	**10,355.91**
Activity: 42220 - Fire Fighting					
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-42220-200	67.97
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	100-42220-200	9.16
ARAMARK	25600007276	01/31/2022	MAINTENANCE - GROUNDS	100-42220-211	47.06
STAPLES OIL CO	6292250	01/14/2022	FIRE/AMB/MOTOR FUELS	100-42220-212	31.49
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	100-42220-212	151.05
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	100-42220-215	27.99
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	100-42220-217	61.75
GALLS, LLC	020197060	02/02/2022	FIRE/UNIFORMS	100-42220-218	65.44
US BANK	DEC 2021	12/31/2021	CREDIT CARD PAYMENTS	100-42220-218	380.96
MUNICIPAL EMERGENCY SER	IN1668279	01/31/2022	TRAINING & REGISTRATION	100-42220-308	1,080.00
SANFORD HEALTH	313289743	12/31/2021	LAB TESTING	100-42220-310	318.00
COTTONWOOD CO AUD/TREA	22010037	12/31/2021	DISPATCH FEES JULY - DEC. 20	100-42220-325	72.00
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	100-42220-404	197.17
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-42220-404	118.57

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	100-42220-404	186.73
P.M. REPAIR & DETAILING	23518	01/31/2022	MAINTENANCE - VEHICLE	100-42220-405	547.73
O'REILLY AUTOMOTIVE, INC	4425-331932	02/07/2022	MAINTENANCE - VEHICLE	100-42220-405	2.68
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2004 TRITON 6X6 TRAILER	100-42220-405	19.25
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	100-42220-433	280.00
MN STATE FIRE DEPT ASSOC	02/15/2022	02/01/2022	SUBSCIPTION	100-42220-435	210.00
				Activity 42220 - Fire Fighting Total:	**3,875.00**
Activity: 43100 - Streets					
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	100-43100-200	3.99
VET'S OIL COMPANY	1047430	01/23/2022	FUEL	100-43100-212	76.03
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	100-43100-212	3,163.20
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	100-43100-212	-38.78
CLARKE MOSQUITO CONTROL	5098888	01/24/2022	STREET/OPERATING SUPPLIES	100-43100-214	3,946.25
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	100-43100-217	61.75
B.C. JOHNSON CONSTRUCTIO	INV0032	02/04/2022	809 MILLER AVE SIDEWALK CL	100-43100-217	40.00
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	100-43100-241	14.49
SOUTHERN MN INSPECTION C	18739	01/25/2022	STREET/SERVICES	100-43100-401	385.00
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	100-43100-401	52.78
KELLY NEGEN	2-1-2022	02/04/2022	MAINTENANCE - OFFICE	100-43100-404	232.50
MILLER SELLNER EQUIP	43556B	01/18/2022	46 GRADER	100-43100-404	154.08
MILLER SELLNER EQUIP	43733B	01/27/2022	MAINTENANCE - OFFICE	100-43100-404	222.20
WINDOM TOWING LLC	7444	02/03/2022	UNIT # 42	100-43100-404	124.14
WINDOM TOWING LLC	7445	02/03/2022	UNIT 44	100-43100-404	124.14
WINDOM TOWING LLC	7462	01/24/2022	STREET/MAINTENANCE - OFFI	100-43100-404	65.00
WINDOM TOWING LLC	7550	02/08/2022	STREET/MAINTENANCE - OFFI	100-43100-404	142.14
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	100-43100-404	45.96
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	100-43100-404	49.99
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	100-43100-404	18.47
TRUCK CENTER COMPANIES	XA30311949401	02/09/2022	STREET/MAINTENANCE - OFFI	100-43100-404	631.24
MASTERS STONE & LANDSCA	1-31-22	02/01/2022	STREET/MAINTENANCE - GRO	100-43100-406	902.50
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	CHEVY 1 TON	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2016 UTILITY TRAILER	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	MSOT NTB22-BP-14	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2008 CHEVY SILV.	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2004 INTL	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2014 FORD COF.	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	FREIGHTLINER	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2007 INTL. 70S	100-43100-444	19.25
				Activity 43100 - Streets Total:	**10,571.07**
Activity: 45120 - Recreation					
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	100-45120-217	13.23
				Activity 45120 - Recreation Total:	**13.23**
Activity: 45202 - Park Areas					
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	100-45202-211	6.39
GLOBAL CHEMICALS, INC.	1324628-89D	01/28/2022	STREET/CHEMICALS	100-45202-216	1,408.57
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	100-45202-405	5.87
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2013 CHEVY, SIL.	100-45202-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2004 CHEV. SIL	100-45202-444	19.25
				Activity 45202 - Park Areas Total:	**1,459.33**
				Fund 100 - GENERAL Total:	**28,792.68**
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NANCY SAJBAN	01-05-22	02/08/2022	LIBRARY/SUPPLIES	211-45501-200	65.90
PLUNKETT'S PEST CONTROL	01-01-22 #7367604	02/01/2022	LIBRARY/OPERATING SUPPLIE	211-45501-217	458.06
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	211-45501-217	61.75
PLUM CREEK LIBRARY	IV25751	02/01/2022	LIBRARY/OPERT. SUPPLIES	211-45501-217	1,920.00
PLUM CREEK LIBRARY	IV25751	02/01/2022	LIBRARY/DATA PROCESSING	211-45501-326	225.00
PLUM CREEK LIBRARY	IV25751	02/01/2022	LIBRARY/DATA PROCESSING	211-45501-326	7,000.00
CITY LAUNDERING CO.	1733181	02/04/2022	MAINTENANCE - STRUCTURE	211-45501-402	34.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MELISSA PENAS	JAN. 2022	02/01/2022	LIBRARY/CLEANING	211-45501-402	391.00
SANDRA HERDER	JAN. 2022	02/01/2022	LIBRARY/CLEANING	211-45501-402	391.00
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	211-45501-409	273.93
SENIOR PERSPECTIVE - PRAIRI	1208 02-03-22	02/08/2022	LIBRARY/DUES	211-45501-433	15.00
THE GLOBE	177925082- 12MO	01/31/2022	DUES- 12 MONTH SUBSCRIPI	211-45501-433	124.20
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	211-45501-433	405.60
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	211-45501-433	29.00
PLUM CREEK LIBRARY	IV25751	02/01/2022	LIBRARY/BOOKS & PAMPHLET	211-45501-435	2,895.00
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	211-45501-435	20.48
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	211-45501-435	12.00
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	211-45501-435	18.59
INGRAM INDUSTRIES	JAN 2022	02/08/2022	LIBRARY/BOOKS/PAMPHLETS	211-45501-435	903.24
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	211-45501-435	42.95
				Activity 45501 - Library Total:	**15,286.70**
				Fund 211 - LIBRARY Total:	**15,286.70**
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
RED ROCK RURAL WATER	JAN 2022 USAGE	02/01/2022	106026 AIRPORT	225-45127-200	30.50
RED ROCK RURAL WATER	JAN 2022 USAGE	02/01/2022	106026 AIRPORT/METER FEE	225-45127-200	2.00
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	225-45127-217	25.62
SOUTH CENTRAL ELECTRIC	12-01-21 - 12-31-21	12/31/2021	EL AIRPORT/ELECTRIC UTILITY	225-45127-381	860.00
SOUTH CENTRAL ELECTRIC	12-01-21 - 12-31-21	12/31/2021	EL AIRPORT/ELECTRIC UTILITY	225-45127-381	363.43
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	225-45127-404	79.99
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	225-45127-404	5.58
GDF ENTERPRISES, INC	01-25-2022	02/01/2022	MOWER AIRPORT/MAINTENA	225-45127-406	-341.20
GDF ENTERPRISES, INC	A21324	02/01/2022	AIRPORT/MAINTENANCE - GR	225-45127-406	778.63
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	1999 CROWN	225-45127-480	19.25
				Activity 45127 - Airport Total:	**1,823.80**
				Fund 225 - AIRPORT Total:	**1,823.80**
Fund: 230 - POOL					
Activity: 45124 - Pool					
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	230-45124-217	13.23
				Activity 45124 - Pool Total:	**13.23**
				Fund 230 - POOL Total:	**13.23**
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
STAPLES OIL CO	6292250	01/14/2022	FIRE/AMB/MOTOR FUELS	235-42153-212	21.00
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	235-42153-212	-28.84
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	235-42153-212	2,352.15
BRITTANY ESPENSON - RIVERS	1342	02/03/2022	AMB/OPERATING SUPPLIES	235-42153-217	240.00
WINDOM FARM SERVICE	186031	02/03/2022	AMBULANCE/OPERATING SUP	235-42153-217	11.97
BOUND TREE MEDICAL, LLC	84367979	01/28/2022	AMBULANCE/OPERATING SUP	235-42153-217	96.99
BOUND TREE MEDICAL, LLC	84372245	01/31/2022	OPERATING SUPPLIES	235-42153-217	137.79
BOUND TREE MEDICAL, LLC	84374345	01/31/2022	OPERATING SUPPLIES	235-42153-217	331.94
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	235-42153-217	61.75
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	235-42153-217	37.90
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	235-42153-217	86.99
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	235-42153-217	51.62
LEWIS FAMILY DRUG, LLC	366414	02/07/2022	OPERATING SUPPLIES	235-42153-261	460.23
LEWIS FAMILY DRUG, LLC	366414-1	02/07/2022	MEDICATION	235-42153-261	28.89
LEWIS FAMILY DRUG, LLC	367691	02/07/2022	MEDICATION	235-42153-261	318.88
WINDOM AREA HEALTH	734-0024-01-2022-0024	02/07/2022	NURSING TRAN. REIMB	235-42153-312	3,988.58
COTTONWOOD CO AUD/TREA	22010037	12/31/2021	DISPATCH FEES JULY - DEC. 20	235-42153-325	1,278.00
DONNA MARCY	02-07-22	02/08/2022	AMB/MEALS	235-42153-334	15.14
MEGAN BRAMSTEDT	2-7-2022	02/07/2022	MEALS	235-42153-334	20.98
QUICK PRINT	COUNTER AMB	01/31/2022	PRINTING	235-42153-350	121.44
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	235-42153-404	555.46
P.M. REPAIR & DETAILING	23362	01/28/2022	AMB UNIT 27/MAINTENANCE	235-42153-405	251.68

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
P.M. REPAIR & DETAILING	23382	01/28/2022	AMB UNIT 28/MAINTENANCE	235-42153-405	306.21
P.M. REPAIR & DETAILING	23530	01/25/2022	MAINTENANCE - VEHICLE- UN	235-42153-405	73.12
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	235-42153-405	38.97
ARAMARK	25600007276	01/31/2022	MAINTENANCE - GROUNDS	235-42153-406	31.37
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	235-42153-406	124.49
EMS CUSTOM EDUCATION LL	1258	12/31/2021	BOOKS/PAMPHLETS	235-42153-435	2,275.00
				Activity 42153 - Ambulance Total:	**13,289.70**
				Fund 235 - AMBULANCE Total:	**13,289.70**
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	250-46520-200	16.02
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	250-46520-308	82.00
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	250-46520-321	28.94
DREW HAGE	1-27-22 - 1-28-22	02/01/2022	TRAVEL EXPENSE	250-46520-331	183.11
DREW HAGE	1-27-22 - 1-28-22	02/01/2022	MEALS/LODGING	250-46520-334	40.63
WINDOM AREA CHAMBER OF	1-26-2022	01/27/2022	ADVERTISING	250-46520-340	250.00
FEDERATED RURAL ELECTRIC	11946143	02/07/2022	ELECTRIC UTILITY	250-46520-381	23.00
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2006 ALMUA TRAILER	250-46520-443	19.25
				Activity 46520 - EDA Total:	**642.95**
				Fund 250 - EDA GENERAL Total:	**642.95**
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
SOUTH CENTRAL ELECTRIC	12-01-21 - 12-31-21	12/31/2021	EL AIRPORT/ELECTRIC UTILITY	254-46520-381	139.53
				Activity 46520 - EDA Total:	**139.53**
				Fund 254 - NORTH IND PARK Total:	**139.53**
Fund: 255 - EDA GENERAL RLF					
Activity: 46520 - EDA					
SID'S SIGNS ON BROADWAY	20379	02/09/2022	EDA FACADE IMPRO/HARRIES	255-46520-491	3,000.00
				Activity 46520 - EDA Total:	**3,000.00**
				Fund 255 - EDA GENERAL RLF Total:	**3,000.00**
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
SHI INTERNATIONAL CORP	B14676118	02/01/2022	CAPITAL OUTLAY- CITY NETW	401-49950-500	9,968.00
SHI INTERNATIONAL CORP	B14684664	02/01/2022	CAPITAL OUTLAY- CITY NETW	401-49950-500	8,753.00
				Activity 49950 - Capital Outlay Total:	**18,721.00**
				Fund 401 - GENERAL CAPITAL PROJECTS Total:	**18,721.00**
Fund: 601 - WATER					
Activity: 49400 - Water					
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	601-49400-212	474.82
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	601-49400-217	61.75
RED ROCK RURAL WATER	JAN. 2022	02/01/2022	WATER 104328 JOHNSON AU	601-49400-217	34.00
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	601-49400-241	-71.28
MN VALLEY TESTING	1125092	01/14/2022	WATER/LAB TESTING	601-49400-310	83.65
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	601-49400-310	369.69
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	601-49400-321	99.63
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	601-49400-323	47.50
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	601-49400-386	140.00
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	601-49400-405	38.85
ADVANTAGE COLLECTION PR	8184629	02/03/2022	UNCOLLECTIBLE	601-49400-432	15.14
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	FORD F150 4 DOOR	601-49400-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2013 CHEVY SIL.	601-49400-444	19.25
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	601-49400-444	2,226.13
				Activity 49400 - Water Total:	**3,558.38**
				Fund 601 - WATER Total:	**3,558.38**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 602 - SEWER					
Activity: 49450 - Sewer					
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	602-49450-212	215.37
EOSI - Environmental Operati	41515	01/28/2022	SEWER/CHEMICALS	602-49450-216	18,519.80
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	602-49450-217	61.75
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	602-49450-217	17.99
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	602-49450-241	-55.00
BRANNON PAPLOW	2-2-2022	02/04/2022	S.W. MWOA MTG	602-49450-308	20.00
STEVE WILLARD	2-2-2022	02/04/2022	S.W. MWOA MTG- MARSHALL	602-49450-308	20.00
CHAD BRAND	2-2-2022	02/04/2022	S.W. MEOA MTG- MARSHALL	602-49450-308	20.00
MN VALLEY TESTING	1124901	01/14/2022	SEWER/LAB TESTING	602-49450-310	88.40
MN VALLEY TESTING	1124978	01/14/2022	SEWER/LAB TESTING	602-49450-310	239.60
MN VALLEY TESTING	1125556	01/24/2022	SEWER/LAB TESTING	602-49450-310	128.40
MN VALLEY TESTING	1125591	01/24/2022	SEWER/LAB TESTING	602-49450-310	88.40
MN VALLEY TESTING	1125800	01/24/2022	SEWER/LAB TESTING	602-49450-310	239.60
MN VALLEY TESTING	1125804	01/24/2022	SEWER/LAB TESTING	602-49450-310	134.40
MN VALLEY TESTING	1125874	01/24/2022	SEWER/LAB TESTING	602-49450-310	148.40
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	602-49450-310	381.32
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	602-49450-321	121.48
SOUTH CENTRAL ELECTRIC	12-01-21 - 12-31-21	12/31/2021	EL AIRPORT/ELECTRIC UTILITY	602-49450-381	193.03
SOUTHERN MN INSPECTION C	18739	01/25/2022	WATER/MAINTENANCE	602-49450-402	235.00
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	602-49450-404	2.78
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	602-49450-404	93.30
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	602-49450-404	15.99
O'REILLY AUTOMOTIVE, INC	4425-331535	02/04/2022	MAINTENANCE - VEHICLE	602-49450-405	68.39
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	602-49450-408	32.94
ADVANTAGE COLLECTION PR	8184629	02/03/2022	UNCOLLECTIBLE	602-49450-432	29.65
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	GMC SIERRA REG	602-49450-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2021 FRHT M2	602-49450-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2013 FORD F250	602-49450-444	19.25
				Activity 49450 - Sewer Total:	**21,118.74**
				Fund 602 - SEWER Total:	**21,118.74**
Fund: 604 - ELECTRIC					
RESCO - RURAL ELECTRIC SUP	848085-00	01/24/2022	INVENTORY	604-14200	8,701.20
WESCO DISTRIBUTION, INC	976475	02/07/2022	INVENTORY	604-14200	456.00
WESCO DISTRIBUTION, INC	977470	02/07/2022	INVENTORY	604-14200	1,699.28
ENGINEERING UNLIMITED, IN	INV062827	01/28/2022	EL/INVENTORY	604-14200	899.31
IRBY ELECTRICAL DISTRIBUTO	S012623083.001	01/27/2022	INVENTORY	604-14200	42,731.87
DGR ENGINEERING	00251540	12/31/2021	EL/FUEL TANK PROJECT/IMPR	604-16300	949.00
ELK RIVER WINLECTRIC	348769 02	01/31/2022	IMPROVEMENTS OTHER THA	604-16300	1,695.00
WESCO DISTRIBUTION, INC	971805	01/28/2022	EL/ HY-LIFE UPGRADE/IMPRO	604-16300	1,155.00
					58,286.66
Activity: 49550 - Electric					
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	604-49550-200	43.96
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	604-49550-211	9.99
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	604-49550-212	564.90
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	604-49550-217	61.75
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	604-49550-218	188.70
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	604-49550-241	113.25
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	604-49550-241	438.77
CMP - CENTRAL MUNICIPAL P	7194	12/31/2021	EL TRANSMISSION	604-49550-263	181,796.80
CMP - CENTRAL MUNICIPAL P	7194	12/31/2021	EL ENERGY/MERCHANDISE RE	604-49550-263	89,486.66
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	604-49550-321	80.02
GOLDEN WEST TECH & INT SO	220110272	02/02/2022	DISPATCHING	604-49550-325	26.70
LAMPERTS YARDS, INC.	1145948	01/14/2022	EL/MAINTENANCE - STRUCTU	604-49550-402	84.10
LAMPERTS YARDS, INC.	1146201	01/14/2022	EL/MAINTENANCE - STRUCTU	604-49550-402	59.28
LAMPERTS YARDS, INC.	1149638	01/14/2022	EL/MAINTENANCE - STRUCTU	604-49550-402	340.85
LAMPERTS YARDS, INC.	1150392	01/14/2022	EL/MAINTENANCE - STRUCTU	604-49550-402	85.50
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	604-49550-402	37.10

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	604-49550-402	389.62
WINDOM TOWING LLC	7439	02/04/2022	MAINTENANCE - OFFICE- TRAI	604-49550-404	107.14
WINDOM TOWING LLC	7441	02/04/2022	MAINTENANCE - OFFICE- MID	604-49550-404	107.14
WINDOM TOWING LLC	7455	02/04/2022	MAINTENANCE - OFFICE- TRAI	604-49550-404	107.14
FS3 INC	76090	01/24/2022	MAINTENANCE - DISTRIBUTIO	604-49550-404	407.00
GDF ENTERPRISES, INC	A21402	02/01/2022	MAINTENANCE - OFFICE	604-49550-404	67.77
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	604-49550-404	96.72
O'REILLY AUTOMOTIVE, INC	4425-331611	02/04/2022	MAINTENANCE - VEHICLE	604-49550-405	175.47
O'REILLY AUTOMOTIVE, INC	4425-331950	02/07/2022	MAINTENANCE - VEHICLE	604-49550-405	19.54
WINDOM TOWING LLC	7440	02/04/2022	MAINTENANCE - VEHICLE- UN	604-49550-405	490.24
WINDOM TOWING LLC	7442	02/04/2022	MAINTENANCE - VEHICLE- UN	604-49550-405	57.14
WINDOM TOWING LLC	7456	02/04/2022	MAINTENANCE - VEHICLE- UN	604-49550-405	92.14
WINDOM TOWING LLC	7498	02/04/2022	MAINTENANCE - VEHICLE	604-49550-405	393.31
WINDOM TOWING LLC	7521	02/04/2022	MAINTENANCE - VEHICLE	604-49550-405	558.56
FS3 INC	76026	01/24/2022	MAINTENANCE - DISTRIBUTIO	604-49550-408	1,825.67
FS3 INC	76093	01/24/2022	MAINTENANCE - DISTRIBUTIO	604-49550-408	313.71
FS3 INC	76111	01/24/2022	MAINTENANCE - DISTRIBUTIO	604-49550-408	315.19
FS3 INC	76132	01/24/2022	MAINTENANCE - DISTRIBUTIO	604-49550-408	-421.80
BORDER STATES	923539693	01/24/2022	MAINTENANCE - DISTRIBUTIO	604-49550-408	416.97
BORDER STATES	923585452	01/27/2022	MAINTENANCE - DISTRIBUTIO	604-49550-408	459.73
INTERSTATE ALL BATTERY CEN	O91297109000381	02/02/2022	MAINTENANCE - DISTRIBUTIO	604-49550-408	143.22
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	604-49550-409	134.72
ADVANTAGE COLLECTION PR	8184629	02/03/2022	UNCOLLECTIBLE	604-49550-432	51.26
MN DEPT OF PUBLIC SAFETY	1712500242021 M-119934	01/24/2022	HAZARDOUS MATERIALS- RIG	604-49550-433	100.00
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2010 INTL TRL	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	1996 REDI HAUL POLE TRAILE	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	1996 DITCH TRAILER/VIBRATO	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	DRILL TRAILER 2016	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2016 DRW	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2012 DRW	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2013 FORD SRW	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2016 FRHT FM2	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	1999 HMDE TRAILER/BOBCAT	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2000 REDI HAUL TRAILER	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2009 FORD COF	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2019 FORD F150	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	MIDSOTA TRAILER	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	1979 MODEL BT12 TRAILER	604-49550-444	19.25
CMP - CENTRAL MUNICIPAL P	7194	12/31/2021	CONSERVATION - ENERGY REB	604-49550-450	2,970.80
WINDOM AREA DEVELOPME	FEB 2022	02/02/2022	INDUSTRIAL DEVELOPMENT	604-49550-491	1,200.00
				Activity 49550 - Electric Total:	**284,266.23**
				Fund 604 - ELECTRIC Total:	**342,552.89**

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	609-49751-200	21.36
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	609-49751-200	9.99
CITY LAUNDERING CO.	1733182	01/27/2022	CLEANING- RIVER BEND	609-49751-211	44.89
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	609-49751-211	22.58
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	609-49751-217	88.21
BELLBOY CORP	0093150900	01/11/2022	LIQUOR	609-49751-251	-444.00
BELLBOY CORP	0093239600	01/20/2022	LIQUOR S./MERCHANDISE	609-49751-251	858.00
JOHNSON BROS.	1980325	02/01/2022	LIQUOR	609-49751-251	4,392.31
JOHNSON BROS.	1984824	02/04/2022	LIQUOR	609-49751-251	3,811.11
SOUTHERN GLAZER'S OF MN	2167690	01/18/2022	LIQUOR	609-49751-251	3,425.30
SOUTHERN GLAZER'S OF MN	2170196	01/24/2022	LIQUOR S./LIQUOR	609-49751-251	652.90
BREAKTHRU BEVERAGE MN	342645701	01/24/2022	LIQUOR S/MERCHANDISE	609-49751-251	3,162.59
BREAKTHRU BEVERAGE MN	409346877	01/18/2022	LIQOUR	609-49751-251	-12.73
BREAKTHRU BEVERAGE MN	409389261	02/01/2022	LIQUOR S./MERCHANDISE	609-49751-251	-0.80
BREAKTHRU BEVERAGE MN	409389263	02/01/2022	LIQUOR S./MERCHANDISE	609-49751-251	-1.65
PHILLIPS WINE & SPIRITS	6340305	02/01/2022	LIQOUR	609-49751-251	1,206.16

Expense Approval Report **Payment Dates: 1/29/2022 - 2/11/2022**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PHILLIPS WINE & SPIRITS	6343789	02/04/2022	LIQUOR	609-49751-251	5,231.70
DOLL DISTRIBUTING, LLC	689460	01/20/2022	LIQUOR S./LIQUOR	609-49751-251	41.73
DOLL DISTRIBUTING, LLC	689461	01/20/2022	LIQUOR S./MERCHANDISE	609-49751-251	84.30
SOUTHERN GLAZER'S OF MN	C PU 950	02/01/2022	8704 LIQUOR S./LIQUOR	609-49751-251	-9.37
SOUTHERN GLAZER'S OF MN	C RT 950	02/01/2022	LIQUOR S./LIQUOR	609-49751-251	-105.00
BEVERAGE WHOLESALERS	202953	01/20/2022	LIQUOR S./MERCHANDISE	609-49751-252	13,953.95
BEVERAGE WHOLESALERS	203611	01/24/2022	LIQUOR S./BEER	609-49751-252	173.10
BEVERAGE WHOLESALERS	203909	01/27/2022	BEER	609-49751-252	7,023.35
BEVERAGE WHOLESALERS	204856	02/02/2022	BEER	609-49751-252	1,076.30
DOLL DISTRIBUTING, LLC	689461	01/20/2022	LIQUOR S./MERCHANDISE	609-49751-252	4,059.75
DOLL DISTRIBUTING, LLC	690490	01/24/2022	LIQUOR S./BEER	609-49751-252	173.50
DOLL DISTRIBUTING, LLC	691444	01/24/2022	LIQUOR S./BEER	609-49751-252	337.00
PAUSTIS WINE COMPANY	153576	01/27/2022	WINE	609-49751-253	864.00
JOHNSON BROS.	1943237-1	12/31/2021	LIQUOR S./WINE	609-49751-253	-4.23
JOHNSON BROS.	1980326	02/01/2022	WINE	609-49751-253	659.02
JOHNSON BROS.	1984825	02/04/2022	WINE & MIXES	609-49751-253	2,185.27
SOUTHERN GLAZER'S OF MN	2167691	01/18/2022	WINE	609-49751-253	210.00
BREAKTHRU BEVERAGE MN	342645701	01/24/2022	LIQUOR S/MERCHANDISE	609-49751-253	48.00
PHILLIPS WINE & SPIRITS	6340306	02/01/2022	WINE	609-49751-253	96.00
PHILLIPS WINE & SPIRITS	6343790	02/04/2022	WINE & MIXES	609-49751-253	290.25
JOHNSON BROS.	1980326	02/01/2022	WINE	609-49751-254	37.00
JOHNSON BROS.	1984825	02/04/2022	WINE & MIXES	609-49751-254	37.00
ATLANTIC COCA-COLA	3156513	02/01/2022	SOFT DRINKS & MIXES	609-49751-254	140.00
ATLANTIC COCA-COLA	319989	01/18/2022	SOFT DRINKS AND MIXES	609-49751-254	148.00
BREAKTHRU BEVERAGE MN	342645701	01/24/2022	LIQUOR S/MERCHANDISE	609-49751-254	68.26
PHILLIPS WINE & SPIRITS	6340306	02/01/2022	WINE	609-49751-254	48.00
PHILLIPS WINE & SPIRITS	6343790	02/04/2022	WINE & MIXES	609-49751-254	117.50
DOLL DISTRIBUTING, LLC	689461	01/20/2022	LIQUOR S./MERCHANDISE	609-49751-254	28.00
BELLBOY CORP	0093239600	01/20/2022	LIQUOR S./MERCHANDISE	609-49751-333	19.00
PAUSTIS WINE COMPANY	153576	01/27/2022	WINE	609-49751-333	11.25
JOHNSON BROS.	1980325	02/01/2022	LIQUOR	609-49751-333	85.10
JOHNSON BROS.	1980326	02/01/2022	WINE	609-49751-333	36.53
JOHNSON BROS.	1984824	02/04/2022	LIQUOR	609-49751-333	61.05
JOHNSON BROS.	1984825	02/04/2022	WINE & MIXES	609-49751-333	66.26
SOUTHERN GLAZER'S OF MN	2167690	01/18/2022	LIQUOR	609-49751-333	80.12
SOUTHERN GLAZER'S OF MN	2167691	01/18/2022	WINE	609-49751-333	10.25
SOUTHERN GLAZER'S OF MN	2170196	01/24/2022	LIQUOR S./LIQUOR	609-49751-333	4.10
BREAKTHRU BEVERAGE MN	342645701	01/24/2022	LIQUOR S/MERCHANDISE	609-49751-333	33.30
BREAKTHRU BEVERAGE MN	409346877	01/18/2022	LIQOUR	609-49751-333	-0.15
BREAKTHRU BEVERAGE MN	409389261	02/01/2022	LIQUOR S./MERCHANDISE	609-49751-333	-0.01
BREAKTHRU BEVERAGE MN	409389263	02/01/2022	LIQUOR S./MERCHANDISE	609-49751-333	-0.04
PHILLIPS WINE & SPIRITS	6340305	02/01/2022	LIQOUR	609-49751-333	16.10
PHILLIPS WINE & SPIRITS	6340306	02/01/2022	WINE	609-49751-333	3.48
PHILLIPS WINE & SPIRITS	6343789	02/04/2022	LIQUOR	609-49751-333	86.41
PHILLIPS WINE & SPIRITS	6343790	02/04/2022	WINE & MIXES	609-49751-333	23.55
WINDOM AREA CHAMBER OF	1-26-2022	01/27/2022	ADVERTISING	609-49751-340	250.00
				Activity 49751 - Liquor Store Total:	**55,034.90**
				Fund 609 - LIQUOR STORE Total:	**55,034.90**

Fund: 614 - TELECOM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERNAL REVENUE SERVICE	270243833336063	02/04/2022	EXCISE TAX POSTING	614-20201	351.70
INTERNAL REVENUE SERVICE	270244052816250	02/04/2022	EXCISE TAX POSTING	614-20201	500.00
MN 9-1-1 PROGRAM	JAN 2022	02/04/2022	911 SERVICE	614-20206	1,006.74
					1,858.44

Activity: 49870 - Telecom

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	614-49870-200	55.49
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	614-49870-200	9.59
CITY LAUNDERING CO.	1730945	01/24/2022	INTERNET EXPENSE	614-49870-211	21.38
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	614-49870-212	185.15
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	614-49870-217	105.85

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	614-49870-217	120.14
US BANK	DEC 2021	12/31/2021	CREDIT CARD PAYMENTS	614-49870-227	2,473.68
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	614-49870-227	806.11
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	614-49870-227	25.87
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	614-49870-227	4.64
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	614-49870-241	350.00
CINNAMON MUELLER LLC	4327	12/31/2021	LEGAL FEES	614-49870-304	665.00
INTERSTATE TRS FUND	82580760049-0122	02/01/2022	499 REVENUES	614-49870-304	333.06
INTERSTATE TRS FUND	82580760049-0122	02/01/2022	INTERSTATE/INTERNAT.	614-49870-304	119.01
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	614-49870-321	274.49
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	614-49870-322	18.42
MIESEN'S COLOR CENTER CO I	40676	02/07/2022	SERVICES	614-49870-401	246.91
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	614-49870-401	30.98
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	614-49870-402	34.99
US BANK	DEC 2021	12/31/2021	CREDIT CARD PAYMENTS	614-49870-405	873.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2012 GMC	614-49870-405	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2016 GMC	614-49870-405	19.25
ADVANTAGE COLLECTION PR	8184629	02/03/2022	UNCOLLECTIBLE	614-49870-432	28.02
CENTURY LINK	512796	01/24/2022	DIRECTORY LISTINGS	614-49870-441	276.48
CENTURY LINK	7242105D-D-22017	01/27/2022	TRANSMISSION FEES - CABS	614-49870-441	53.03
NATIONAL CABLE TV COOP	22010492	02/02/2022	TELECOM/SUBSCRIBER FEES	614-49870-442	48,431.03
DISPLAY SYSTEMS INTERNATI	24038	02/01/2022	SUBSCRIBER FEES	614-49870-442	198.44
ARVIG ENTERPRISES, INC	323487	02/01/2022	TELECOM/SUBSCRIBER FEES	614-49870-442	374.75
SHOWTIME NETWORKS INC	44005	12/31/2021	TELECOM/SUBSCRIBER FEES	614-49870-442	171.60
MLB NETWORK	DEC 2021	12/31/2021	TELECOM/SUBSCRIBER FEES	614-49870-442	364.00
UNIVERSAL SERVICE ADMIN C	UBDI0001253718	02/01/2022	499A CONTRIBUTION/DUES	614-49870-443	1,855.03
WOODSTOCK COMMUNICATI	10190268	02/02/2022	1-01-22 - 1-31-22 SPECIAL AC	614-49870-445	205.10
E-911 - INDEPENDENT EMERG	FEB 2022	02/07/2022	SWICH FEES	614-49870-445	40.00
MANKATO NETWORKS, LLC	389464	02/01/2022	INTERNET EXPENSE	614-49870-447	1,023.96
HURRICANE ELECTRIC LLC	98407249-IN	02/01/2022	INTERNET EXPENSE	614-49870-447	4,100.00
US BANK	DEC 2021	12/31/2021	CREDIT CARD PAYMENTS	614-49870-447	139.00
GOLDEN WEST TECH & INT SO	220110213	02/07/2022	ON CALL SUPPORT	614-49870-448	236.61
SWWC - SOUTHWEST WEST C	68269	12/31/2021	ON CALL SUPPORT	614-49870-448	950.00
				Activity 49870 - Telecom Total:	**65,239.56**
				Fund 614 - TELECOM Total:	**67,098.00**

Fund: 615 - ARENA

Activity: 49850 - Arena

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JCL SOLUTIONS - JANITORS CL	1276448	02/01/2022	ARENA/CLEANING/SUPPLIES	615-49850-211	627.46
CITY LAUNDERING CO.	1730943	01/27/2022	CLEANING- ARENA	615-49850-211	50.00
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	615-49850-212	53.21
COUNTRY PRIDE SERVICE	9004773	01/18/2022	MOTOR FUELS	615-49850-212	93.00
COUNTRY PRIDE SERVICE	9005157	01/27/2022	MOTOR FUEL	615-49850-212	96.00
O'REILLY AUTOMOTIVE, INC	4425-330593	01/27/2022	OPERATING SUPPLIES	615-49850-217	9.99
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	2001 FORD F-150	615-49850-217	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	1999 DODGE PICKUP	615-49850-217	19.25
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	1995 CHEVY. GMC	615-49850-217	19.25
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	615-49850-217	61.75
RUNNINGS SUPPLY, INC	JAN 2022	02/08/2022	MAINTENANCE	615-49850-217	310.54
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	615-49850-217	3.49
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	615-49850-217	130.48
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	615-49850-217	56.48
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	615-49850-321	60.03
WINDOM AREA CHAMBER OF	1-26-2022	01/27/2022	ADVERTISING	615-49850-340	250.00
MENARDS-MANKATO	14440	02/04/2022	MAINTENANCE - STRUCTURE	615-49850-402	183.29
				Activity 49850 - Arena Total:	**2,043.47**
				Fund 615 - ARENA Total:	**2,043.47**

Fund: 617 - M/P CENTER

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SECR REV FUND/CITY OF WD	02-12-22 2-EVENT	02/08/2022	PETTY CASH-EVENT 2	617-10200	1,500.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SECR REV FUND/CITY OF WD	02-12-22 2-EVENT	02/08/2022	PETTY CASH-EVENT 1	617-10200	1,500.00
					3,000.00
Activity: 49860 - M/P Center					
US BANK	DEC 2021	12/31/2021	CREDIT CARD PAYMENTS	617-49860-211	72.76
WEX BANK	78085858	02/08/2022	MOTOR FUEL- JAN 2022	617-49860-212	72.46
TOWN 'N COUNTRY	10767	02/04/2022	OPERATING SUPPLIES	617-49860-217	420.00
CITY LAUNDERING CO.	1730944	01/24/2022	CLEANING/SUPPLIES- COMM	617-49860-217	99.50
WDR - DEPUTY REGISTRAR #5	FEB 2022	02/02/2022	CHEVY SILVERADO	617-49860-217	19.25
A & B BUSINESS	IN917195	02/07/2022	MAINTENANCE CONTRACT	617-49860-217	61.75
US BANK	JAN 2022	02/02/2022	CREDIT CARD PAYMENTS	617-49860-217	20.50
WINDOM AUTO VALU	JAN 2022	02/08/2022	MAINTENANCE	617-49860-217	128.99
SCHWALBACH HARDWARE	JAN. 20222	02/02/2022	MAINTENANCE	617-49860-217	46.67
RIVER BEND LIQUOR	JAN. 2022	02/04/2022	RESALE MERCHANDISE	617-49860-251	461.72
RIVER BEND LIQUOR	JAN. 2022	02/04/2022	RESALE MERCHANDISE	617-49860-252	565.15
US BANK	DEC 2021	12/31/2021	CREDIT CARD PAYMENTS	617-49860-254	41.74
RIVER BEND LIQUOR	JAN. 2022	02/04/2022	RESALE MERCHANDISE	617-49860-254	26.53
VERIZON WIRELESS	9898045268	02/01/2022	DEC 24 - JAN 23/TELEPHONE	617-49860-321	41.46
WINDOM AREA CHAMBER OF	1-26-2022	01/27/2022	ADVERTISING	617-49860-340	250.00
JOHNSON CONTROLS FIRE PR	88407160	12/31/2021	MAINTENANCE - STRUCTURE	617-49860-402	1,360.31
BARNETT PRO CARE	434	01/28/2022	WCC/MAINTENANCE - GROU	617-49860-406	35.00
				Activity 49860 - M/P Center Total:	**3,723.79**
				Fund 617 - M/P CENTER Total:	**6,723.79**
Fund: 700 - PAYROLL					
Internal Revenue Service-Payr	INV0002064	02/11/2022	Federal Tax Withholding	700-21701	9,582.67
MN Department of Revenue -	INV0002065	02/11/2022	State Withholding	700-21702	4,665.31
Internal Revenue Service-Payr	INV0002064	02/11/2022	Social Security	700-21703	12,217.78
MN Pera	INV0002061	02/11/2022	PERA	700-21704	13,893.59
MN Pera	INV0002061	02/11/2022	PERA	700-21704	671.76
MN Pera	INV0002061	02/11/2022	PERA	700-21704	7,719.62
MN State Deferred	INV0002062	02/11/2022	Deferred Roth	700-21705	2,862.00
MN State Deferred	INV0002062	02/11/2022	Deferred Compensation	700-21705	6,064.91
Internal Revenue Service-Payr	INV0002064	02/11/2022	Medicare Withholding	700-21711	3,587.56
FURTHER (Select Account)	40103078	02/01/2022	FLEX SPENDING	700-21712	1,859.92
FURTHER (Select Account)	40119576	02/08/2022	FLEX SPENDING	700-21712	125.00
AFLAC	868404	02/07/2022	INSURANCE-JAN 2022	700-21715	189.18
AFLAC	868404	02/07/2022	INSURANCE-JAN 2022	700-21716	576.12
FURTHER (Select Account)	INV0002060	02/11/2022	HSA Employee Contribution	700-21723	578.92
					64,594.34
				Fund 700 - PAYROLL Total:	**64,594.34**
				Grand Total:	**644,434.10**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	28,792.68
211 - LIBRARY	15,286.70
225 - AIRPORT	1,823.80
230 - POOL	13.23
235 - AMBULANCE	13,289.70
250 - EDA GENERAL	642.95
254 - NORTH IND PARK	139.53
255 - EDA GENERAL RLF	3,000.00
401 - GENERAL CAPITAL PROJECTS	18,721.00
601 - WATER	3,558.38
602 - SEWER	21,118.74
604 - ELECTRIC	342,552.89
609 - LIQUOR STORE	55,034.90
614 - TELECOM	67,098.00
615 - ARENA	2,043.47
617 - M/P CENTER	6,723.79
700 - PAYROLL	64,594.34
Grand Total:	**644,434.10**

Account Summary

Account Number	Account Name	Payment Amount
100-41110-308	Training & Registrations	16.02
100-41310-200	Office Supplies	199.00
100-41310-217	Other Operating Supplie	105.85
100-41310-308	Training & Registrations	150.00
100-41310-321	Telephone	42.32
100-41910-212	Motor Fuels	101.30
100-41910-308	Training & Registrations	640.00
100-41910-321	Telephone	41.46
100-41910-334	Meals/Lodging	296.97
100-41910-443	Intergovernmental Fees	51.22
100-41910-480	Other Miscellaneous	92.00
100-41940-406	Repairs & Maint - Groun	782.00
100-42120-212	Motor Fuels	2,204.98
100-42120-308	Training & Registrations	250.00
100-42120-321	Telephone	692.40
100-42120-325	Dispatching	4,941.00
100-42120-405	Repairs & Maint - Vehicl	81.12
100-42120-419	Vehicle Lease	1,992.11
100-42120-433	Dues & Subscriptions	132.30
100-42120-480	Other Miscellaneous	62.00
100-42220-200	Office Supplies	77.13
100-42220-211	Cleaning Supplies	47.06
100-42220-212	Motor Fuels	182.54
100-42220-215	Materials & Equipment	27.99
100-42220-217	Other Operating Supplie	61.75
100-42220-218	Uniforms	446.40
100-42220-308	Training & Registrations	1,080.00
100-42220-310	Lab Testing	318.00
100-42220-325	Dispatching	72.00
100-42220-404	Repairs & Maint - M&E	502.47
100-42220-405	Repairs & Maint - Vehicl	569.66
100-42220-433	Dues & Subscriptions	280.00
100-42220-435	Books and Pamphlets	210.00
100-43100-200	Office Supplies	3.99
100-43100-212	Motor Fuels	3,200.45
100-43100-214	Pest Control	3,946.25

Account Summary

Account Number	Account Name	Payment Amount
100-43100-217	Other Operating Supplie	101.75
100-43100-241	Small Tools	14.49
100-43100-401	Repairs & Maint - Buildi	437.78
100-43100-404	Repairs & Maint - M&E	1,809.86
100-43100-406	Repairs & Maint - Groun	902.50
100-43100-444	License Fees	154.00
100-45120-217	Other Operating Supplie	13.23
100-45202-211	Cleaning Supplies	6.39
100-45202-216	Chemicals and Chemical	1,408.57
100-45202-405	Repairs & Maint - Vehicl	5.87
100-45202-444	License Fees	38.50
211-45501-200	Office Supplies	65.90
211-45501-217	Other Operating Supplie	2,439.81
211-45501-326	Data Processing	7,225.00
211-45501-402	Repairs & Maint - Struct	816.00
211-45501-409	Repairs & Maint - Utilitie	273.93
211-45501-433	Dues & Subscriptions	573.80
211-45501-435	Books and Pamphlets	3,892.26
225-45127-200	Office Supplies	32.50
225-45127-217	Other Operating Supplie	25.62
225-45127-381	Electric Utility	1,223.43
225-45127-404	Repairs & Maint - M&E	85.57
225-45127-406	Repairs & Maint - Groun	437.43
225-45127-480	Other Miscellaneous	19.25
230-45124-217	Other Operating Supplie	13.23
235-42153-212	Motor Fuels	2,344.31
235-42153-217	Other Operating Supplie	1,056.95
235-42153-261	Other Merchandise-Med	808.00
235-42153-312	Nursing	3,988.58
235-42153-325	Dispatching	1,278.00
235-42153-334	Meals/Lodging	36.12
235-42153-350	Printing & Design	121.44
235-42153-404	Repairs & Maint - M&E	555.46
235-42153-405	Repairs & Maint - Vehicl	669.98
235-42153-406	Repairs & Maint - Groun	155.86
235-42153-435	Books and Pamphlets	2,275.00
250-46520-200	Office Supplies	16.02
250-46520-308	Training & Registrations	82.00
250-46520-321	Telephone	28.94
250-46520-331	Travel Expense	183.11
250-46520-334	Meals/Lodging	40.63
250-46520-340	Advertising & Promotion	250.00
250-46520-381	Electric Utility	23.00
250-46520-443	Intergovernmental Fees	19.25
254-46520-381	Electric Utility	139.53
255-46520-491	Payments to Other Orga	3,000.00
401-49950-500	Capital Outlay - Office	18,721.00
601-49400-212	Motor Fuels	474.82
601-49400-217	Other Operating Supplie	95.75
601-49400-241	Small Tools	-71.28
601-49400-310	Lab Testing	453.34
601-49400-321	Telephone	99.63
601-49400-323	Radio Units	47.50
601-49400-386	Landfill	140.00
601-49400-405	Repairs & Maint - Vehicl	38.85
601-49400-432	Uncollectible	15.14
601-49400-444	License Fees	2,264.63
602-49450-212	Motor Fuels	215.37

Account Summary

Account Number	Account Name	Payment Amount
602-49450-216	Chemicals and Chemical	18,519.80
602-49450-217	Other Operating Supplie	79.74
602-49450-241	Small Tools	-55.00
602-49450-308	Training & Registrations	60.00
602-49450-310	Lab Testing	1,448.52
602-49450-321	Telephone	121.48
602-49450-381	Electric Utility	193.03
602-49450-402	Repairs & Maint - Struct	235.00
602-49450-404	Repairs & Maint - M&E	112.07
602-49450-405	Repairs & Maint - Vehicl	68.39
602-49450-408	Repairs & Maint - Distrib	32.94
602-49450-432	Uncollectible	29.65
602-49450-444	License Fees	57.75
604-14200	Inventory	54,487.66
604-16300	Improvements Other Th	3,799.00
604-49550-200	Office Supplies	43.96
604-49550-211	Cleaning Supplies	9.99
604-49550-212	Motor Fuels	564.90
604-49550-217	Other Operating Supplie	61.75
604-49550-218	Uniforms	188.70
604-49550-241	Small Tools	552.02
604-49550-263	Merchandise for Resale -	271,283.46
604-49550-321	Telephone	80.02
604-49550-325	Dispatching	26.70
604-49550-402	Repairs & Maint - Struct	996.45
604-49550-404	Repairs & Maint - M&E	892.91
604-49550-405	Repairs & Maint - Vehicl	1,786.40
604-49550-408	Repairs & Maint - Distrib	3,052.69
604-49550-409	Repairs & Maint - Utilitie	134.72
604-49550-432	Uncollectible	51.26
604-49550-433	Dues & Subscriptions	100.00
604-49550-444	License Fees	269.50
604-49550-450	Conservation	2,970.80
604-49550-491	Payments to Other Orga	1,200.00
609-49751-200	Office Supplies	31.35
609-49751-211	Cleaning Supplies	67.47
609-49751-217	Other Operating Supplie	88.21
609-49751-251	Liquor	22,292.55
609-49751-252	Beer	26,796.95
609-49751-253	Wine	4,348.31
609-49751-254	Soft Drinks & Mix	623.76
609-49751-333	Freight and Express	536.30
609-49751-340	Advertising & Promotion	250.00
614-20201	Excise Tax Payable	851.70
614-20206	911 TAP & TACIP Fees Cl	1,006.74
614-49870-200	Office Supplies	65.08
614-49870-211	Cleaning Supplies	21.38
614-49870-212	Motor Fuels	185.15
614-49870-217	Other Operating Supplie	225.99
614-49870-227	Utility System Maint Sup	3,310.30
614-49870-241	Small Tools	350.00
614-49870-304	Legal Fees	1,117.07
614-49870-321	Telephone	274.49
614-49870-322	Postage	18.42
614-49870-401	Repairs & Maint - Buildi	277.89
614-49870-402	Repairs & Maint - Struct	34.99
614-49870-405	Repairs & Maint - Vehicl	911.75
614-49870-432	Uncollectible	28.02

Account Summary

Account Number	Account Name	Payment Amount
614-49870-441	Transmission Fees	329.51
614-49870-442	Subscriber Fees	49,539.82
614-49870-443	Intergovernmental Fees	1,855.03
614-49870-445	Switch Fees	245.10
614-49870-447	Internet Expense	5,262.96
614-49870-448	On-Call Support	1,186.61
615-49850-211	Cleaning Supplies	677.46
615-49850-212	Motor Fuels	242.21
615-49850-217	Other Operating Supplie	630.48
615-49850-321	Telephone	60.03
615-49850-340	Advertising & Promotion	250.00
615-49850-402	Repairs & Maint - Struct	183.29
617-10200	Petty Cash	3,000.00
617-49860-211	Cleaning Supplies	72.76
617-49860-212	Motor Fuels	72.46
617-49860-217	Other Operating Supplie	796.66
617-49860-251	Liquor	461.72
617-49860-252	Beer	565.15
617-49860-254	Soft Drinks & Mix	68.27
617-49860-321	Telephone	41.46
617-49860-340	Advertising & Promotion	250.00
617-49860-402	Repairs & Maint - Struct	1,360.31
617-49860-406	Repairs & Maint - Groun	35.00
700-21701	Federal Withholding	9,582.67
700-21702	State Withholding	4,665.31
700-21703	FICA Tax Withholding	12,217.78
700-21704	PERA Contributions	22,284.97
700-21705	Retirement	8,926.91
700-21711	Medicare Tax Withholdi	3,587.56
700-21712	Flex Account	1,984.92
700-21715	Individual Insurance-Afla	189.18
700-21716	Individual Insurance-Afla	576.12
700-21723	HSA Employee Contribu	578.92
	Grand Total:	**644,434.10**

CAW
2/10/2022

Project Account Summary

Project Account Key		Payment Amount
None		644,434.10
	Grand Total:	**644,434.10**

RESOLUTION #2022-

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

A RESOLUTION EXPRESSING SINCERE APPRECIATION TO ERIC WARD FOR HONORABLE AND DEVOTED PUBLIC SERVICE AS A FIREMAN FOR THE CITY OF WINDOM, MINNESOTA

WHEREAS, the City of Windom wishes to express grateful recognition and appreciation to **ERIC WARD** for his untiring and valuable service to the City of Windom faithfully rendered as a Fireman for twenty-nine years.

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 **ERIC WARD** its expressions of appreciation for serving the City well as a Fireman, and its best wishes for good health, success and prosperity in 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 Eric Ward.

Adopted this 15th day of February, 2022.

____
Dominic Jones, Mayor

Attest:____________________________
Steven Nasby, City Administrator

RESOLUTION #2022-

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

A RESOLUTION EXPRESSING SINCERE APPRECIATION TO KEVIN GOTTO FOR HONORABLE AND DEVOTED PUBLIC SERVICE AS A FIREMAN FOR THE CITY OF WINDOM, MINNESOTA

WHEREAS, the City of Windom wishes to express grateful recognition and appreciation to **KEVIN GOTTO** for his untiring and valuable service to the City of Windom faithfully rendered as a Fireman for over twenty years.

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 **KEVIN GOTTO** its expressions of appreciation for serving the City well as a Fireman, and its best wishes for good health, success and prosperity in 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 Kevin Gotto.

Adopted this 15th day of February, 2022.

____
Dominic Jones, Mayor

Attest:____________________________
Steven Nasby, City Administrator

RESOLUTION #2022-

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

A RESOLUTION EXPRESSING SINCERE APPRECIATION TO COREY MARICLE FOR HONORABLE AND DEVOTED PUBLIC SERVICE AS A FIREMAN FOR THE CITY OF WINDOM, MINNESOTA

WHEREAS, the City of Windom wishes to express grateful recognition and appreciation to **COREY MARICLE** for his untiring and valuable service to the City of Windom faithfully rendered as a Fireman for over twenty years.

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 **COREY MARICLE** its expressions of appreciation for serving the City well as a Fireman, and its best wishes for good health, success and prosperity in 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 **Corey Maricle**.

Adopted this 15th day of February, 2022.

____
Dominic Jones, Mayor

Attest:____________________________
Steven Nasby, City Administrator

City of Windom
Fire Department

TO WHOM IT MAY CONCERN,

WE HELD OUR ANNUAL ELECTION OF THE FIRE DEPARTMENT ON FEBRUARY 3, 2022. THE LISTED BELOW ARE THE RESULTS OF THAT ELECTION:

FIRE CHIEF
BEN DERICKSON
***HE HAS BEEN ON THE DEPARTMENT FOR OVER 13 YEARS
***HE IS FIRE FIGHTER 1 & 2 CERTIFIED
***HE IS IN GOOD STANDING IN THE COMMUNITY AND THE DEPARTMENT
***HE MADE 100% OF FIRE DRILLS, 99% OF FIRE CALLS, AND 97% OF MISC. EVENTS

FIRST ASSISTANT CHIEF
JORDAN BUSSA
***HE HAS BEEN ON THE DEPARTMENT FOR OVER 16 YEARS
***HE IS FIRE FIGHTER 1 & 2 CERTIFIED
***HE IS IN GOOD STANDING IN THE COMMUNITY AND THE DEPARTMENT
***HE MADE 100% OF FIRE DRILLS, 92% OF FIRE CALLS, AND 64% OF MISC. EVENTS

SECOND ASSISTANT CHIEF
JUSTIN HARRINGTON
***HE HAS BEEN ON OUR DEPARTMENT FOR OVER 10 YEARS
***HE IS FIRE FIGHTER 1 & 2 CERTIFIED
***HE IS IN GOOD STANDING IN THE COMMUNITY AND THE DEPARTMENT
***HE MADE 100% OF FIRE DRILLS, 72% OF FIRE CALLS, AND 47% OF MISC. EVENTS

THIRD ASSISTANT CHIEF
KRISTEN PORATH
***SHE HAS BEEN ON THE DEPARTMENT FOR OVER 11 YEARS
***SHE IS FIRE FIGHTER 1 & 2 CERTIFIED
***SHE IS IN GOOD STANDING IN THE COMMUNITY AND THE DEPARTMENT
***SHE MADE 100% OF FIRE DRILLS, 79% OF FIRE CALLS, AND 53% OF MISC. EVENTS

THANKS
BEN DERICKSON

"Serving Windom and the Surrounding Rural Area Since 1885"
444 Ninth Street, P. O. Box 38, Windom, MN 56101-0038
507-831-6129 (Fax: 507-831-6127)

RESOLUTION #2022-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM DOROTHY VAN NORMAN TO THE WINDOM LIBRARY FOR THE CHILDREN'S 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 $600.00 from Dorothy Van Norman for the Windom Library; and

WHEREAS, the donor requires that the donation be used for the Children's Library.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of $600.00 offered by Dorothy Van Norman to be used for the Children's Library.

Adopted by the Council this 15th day of February, 2022.

____
Dominic Jones, Mayor

Attest:__________________________
Steven Nasby, City Administrator

ACTION ITEM

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

TO:	CITY COUNCIL
FROM:	DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE:	FEBRUARY 15, 2022
RE:	CALL FOR PUBLIC HEARING - TAX ABATEMENT EXTENSION – GUARDIAN INN APARTMENTS
DEPT:	Development Department
CONTACT:	Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

By Resolution, call for a public hearing to be held on Tuesday, March 1, 2022, on the proposed one-year extension of the tax abatement period for the Guardian Inn Apartments (owned by T&M Development LLC).

Issue Summary/Background

In March 2021, the County, City, and School approved tax abatement, through the Cottonwood County Housing Initiative Remodeling Program, for remodeling of the Guardian Inn units into an apartment complex. The tax abatement was for five years. The two wings of the Guardian Inn have been remodeled into apartment units and the contractor is currently remodeling the center building.

The owners of the Guardian Inn Apartment Project (T&M Development LLC) have requested that the County Board, City Council, and School Board consider an extension of the approved 5-year tax abatement to a 7-year tax abatement. The City Council discussed this request at two prior meetings. On February 1, 2022, the City Council approved a proposed one-year extension of the abatement period. Any proposed tax abatement, including an extension of the abatement period, requires a public hearing. The EDA is requesting that the City Council call for a public hearing to be held at the first City Council Meeting in March.

Fiscal Impact

The estimated annual tax abatement for the City is $6,058.

Attachments

1. Resolution Calling for Public Hearing on Proposed Extension of Tax Abatement for Remodeling Project (New Housing Units).

RESOLUTION #2022-

INTRODUCED:

SECONDED:

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

CITY OF WINDOM

RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED EXTENSION OF TAX ABATEMENT FOR REMODELING PROJECT (NEW HOUSING UNITS)

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

WHEREAS, in addition to the statutory requirements, on March 2, 2021, the City Council of the City of Windom adopted Resolution #2021-19 approving the Cottonwood County Housing Initiative Remodeling Program Guidelines (for 2/16/2021 - 12/31/2022 application period) and approving the City's participation in the Cottonwood County Housing Initiative Remodeling Program; and

WHEREAS, on March 16, 2021, the City Council adopted Resolution #2021-24 granting an abatement to T&M DEVELOPMENT LLC ("T&M") of the City's share of property taxes upon the following described parcel based on the proposed remodeling of existing hotel/motel rooms on said parcel into new housing units (apartments):

Parcel #: 25-622-0010

Address of Property: 1955 First Avenue, Windom, MN 56101

Legal Description of Property: Lot 1 and all that part of Lot 2 in Block 1 of Pamida Subdivision which lies West of the East line of the Southwest Quarter (SW¼) of Section 24, Township 105 North, Range 36 West of the 5th P.M. in the City of Windom, Cottonwood County, Minnesota; and

WHEREAS, the tax abatement was granted for no more than five (5) years commencing on the first year of taxes payable for the full assessed value related to the capital improvements (new housing units) outlined above and as outlined in the Cottonwood County Housing Initiative Remodeling Program Guidelines; and

WHEREAS, T&M has remodeled 32 units in the two single-story buildings into apartments and is in the process of completing the remodeling of the units in the main two-story building into apartments; and

WHEREAS, the Cottonwood County Housing Initiative Remodeling Program Guidelines allow multi-family projects of a minimum of 4 rental units to seek approval for a longer tax abatement period not exceeding the maximum defined by State Statute; and

WHEREAS, T&M has requested an additional two years of tax abatement on the property. T&M is making the request due to timing of the tax assessment of the property and change of use; and

WHEREAS, on February 1, 2022, the City Council approved a one year extension of the City's tax abatement for T&M without any contingencies on what action the County or School may take on this request; and

WHEREAS, the estimated tax abatement for the City of Windom for this property was approximately $6,058 per year ($30,290 for the five-year period) when the tax abatement was approved. An additional year of tax abatement would bring the total estimated tax abatement by the City of Windom for the six-year period to approximately $36,348. (These figures were calculated using 2021 TNT rates and is only an estimate. The actual amount will change each year as valuations and tax rates change); and

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

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

1. Public Hearing. A public hearing to consider an extension of the tax abatement period for T&M Development LLC, as set forth above, shall be held on Tuesday, March 1, 2022, in the Windom City Hall Council Chambers during the regular City Council Meeting which begins at 6:30 p.m.

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

Adopted by the City Council this 15th day of February, 2022.

____
Dominic Jones, Mayor

Attest: ______________________________
Steven Nasby, City Administrator

SEH

February 10, 2022

RE: City of Windom
Windom Municipal Airport
2022 Beacon Replacement and Joint & Crack Repair – Bituminous Pavement

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

Dear Steve:

Thank you for choosing SEH for engineering and planning services at the Windom Municipal Airport. We are pleased to present a proposal for design engineering services and construction administration for the 2022 Beacon Replacement and Joint & Crack Repair – Bituminous Pavement projects.

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

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

Sincerely,

Lindsay R. Reidt

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

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

ARCHITECT/ENGINEER AGREEMENT
Between

City of Windom, Minnesota
(OWNER)

and

Short Elliott Hendrickson Inc.
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _______ day of ___________________, 2022, by and between the City of Windom, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

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

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

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

2022 Beacon Replacement,

hereinafter referred to as the Project.

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

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

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

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

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

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

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

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

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

1) Travel and subsistence.

2) Computer services.

3) Outside professional and technical services.

4) Identifiable reproduction and reprographic charges.

5) Expendable field supplies and special field equipment rental.

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

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

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

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

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

a. Travel and subsistence.

b. Computer services.

c. Owner approved outside professional and technical services.

d. Identifiable reproduction and reprographic charges.

e. Expendable field supplies and special field equipment rental.

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

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

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

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

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

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 6. DISPUTE RESOLUTION

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

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

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

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

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

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

ARTICLE 9. OWNER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10. OPINIONS OF COST

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

ARTICLE 11. CONSTRUCTION PHASE SERVICES

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

ARTICLE 12. INSURANCE

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

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

ARTICLE 13. INDEPENDENT CONTRACTOR

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

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

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

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

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 16. FEDERAL CONTRACT CLAUSES

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

(______) $10,000 or less
(__x__) $10,001 to $25,000
(______) $25,001 to $100,000 or
(______) $100,001 and over

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

ARTICLE 17. ASSIGNMENT

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

ARTICLE 18. NOTICES

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

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

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

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

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

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

ARTICLE 19. CONTROLLING LAW

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

ARTICLE 20. SPECIAL CONDITIONS

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

City of Windom, MN	Short Elliott Hendrickson Inc.
OWNER	CONSULTANT
By ______________	By ______________
Attest ______________	

Attachments: A, B, C

ATTACHMENT A

PROPOSAL FOR ENGINEERING SERVICES

CITY OF WINDOM, MINNESOTA
2022 BEACON REPLACEMENT
WINDOM MUNICIPAL AIRPORT
AIP NO. 3-27-0013-15-22

PROJECT SCOPE:
This project consists of the replacement of the existing beacon at the Windom Airport. The current beacon has met its minimum useful life and replacement parts are no longer available when issues occur. The existing beacon light will be removed, and the beacon light will be replaced with a new LED light. New wiring will be installed in conduit to the beacon as needed.

SCOPE OF SERVICES:
Services to be provided include program coordination, project formulation, engineer's design report, final design, quoting services, contractor coordination, and project management. Deliverables will include final plans and specifications for a 2022 construction project. Construction observation and administration services as well as closeout report services will also be provided.

Specific tasks to be performed by the Consultant are as follows:

1. Scoping, Review and Project Coordination: Detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. Update scope, as needed, based on input received.

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

3. Engineer's Design Report (EDR): An engineer's design report will be completed per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comments. Comments provided by the FAA will be addressed and resubmitted as the final design report.

4. Construction Safety Plan/Airspace Analysis: A construction safety and phasing plan will be prepared for the Project and submitted to the FAA. A safety plan and compliance document form and an airspace analysis during construction will be submitted with the safety plan.

5. Construction Plans: Prepare construction drawings consisting of approximately the following plan sheets:
    - Title sheet
    - Construction Safety Plan
    - Statement of Estimated Quantities
    - Demolition Plan
    - Electrical Plan
    - Details, Standard Plates, Construction Notes

6. Quantity Calculations and Cost Estimates: Quantities will be calculated for use on the bid form and for updating the construction cost estimates.

7. Construction Quoting Documents: Prepare a project quote package consisting of MnDOT / FAA requirements, proposal documents, specifications, special provisions, wage rates and schedule of prices.

8. Quality Control Review: Provide quality control review and final review of the plans and specifications. QA/QC includes the time required by the Consultant for the overall administration of the project, including internal meetings; quality control and assurance; reviews; and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities.

9. Quoting and Award: Respond to questions from prospective contractors and issue addenda as needed. Assist the sponsor with obtaining construction quotes for the project and tabulating quote results. Provide a recommendation of award of contractor to the Sponsor and assist with requesting an FAA and State grant for the project.

10. Submittal and Shop Drawing Review. Review product and material data, shop drawings, samples, and other items required to be submitted by the Contractor.

11. Construction Observation. A final inspection will be conducted by the RPR with the contractor prior to project acceptance.

12. Pay Estimates. Prepare one partial pay estimate during construction and a final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

13. Final Inspection/Punch List. Conduct a final inspection with the Contractor after completion of the work and prior to project acceptance. A punch list will be developed by the Consultant, and provided to the Contractor, if any deficiencies are found.

14. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. The ALP will be updated with as-built conditions. A final plan set will be plotted and distributed to the City for their records.

15. Subcontractor and Subconsultant Coordination: Scheduling, coordination, project site escorting, and review of subcontractor deliverables, including subcontracts, reports and design data.

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

17. FAA Project Quarterly Reports. Prepare FAA Quarterly Reports and submit to FAA on a quarterly basis until grant closeout.

18. FAA Closeout Report. Prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).

Sub-consultants performing work under this proposal include the following:

1. Barr Engineering Electrical and circuitry design will be performed by Barr Engineering, of Minneapolis, Minnesota.

resourceful. naturally.
engineering and environmental consultants
BARR

January 7, 2022

Ms. Lindsay Reidt, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

RE: WINDOM, MN AIRPORT – BEACON REPLACEMENT PROJECT
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES

Dear Lindsay:

Thank you for contacting us regarding electrical engineering services for the Windom MN Airport beacon replacement project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

PROJECT DESCRIPTION

We understand that the City of Windom would like to replace their existing airport beacon with a new beacon on the existing beacon tower structure. We anticipate that the new beacon would be fed from the same source in the existing electrical vault as the existing beacon. Therefore, we have not included a site visit in our scope of services below.

This proposal is intended to outline our scope of service pertaining to design and bid phase activities to support installation of the electrical portions of the project, as outlined further below. However, we are not including construction phase services in this proposal. Such services may be provided in a separate, future proposal.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawing of the airfield plan, as has been our usual method on similar past projects.

2. Provide electrical design redlines for detail sheets for SEH to incorporate in their AutoCAD drawings, as has been our usual method for airfield related details.

3. Since the beacon will be fed from the existing source, vault electrical drawings are not anticipated.

4. Provide technical specifications for the electrical work.

5. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.

6. As mentioned above construction phase services are not included in the scope of this proposal.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on a lump sum basis of $2,500.

Services are billed monthly according to the percentage of work complete. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.

Mark E. Ziemer, P.E.

Senior Electrical Engineer

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
2022 BEACON REPLACEMENT
FINAL DESIGN, PLANS, SPECIFICATIONS, AND CONSTRUCTION ADMINISTRATION
WINDOM MUNICIPAL AIRPORT

Task No.	Task Description	Project Manager	Project Engineer	Administrative Assistant		
1.	Scoping, Review, and Project Coordination	1	1			
2.	Project Formulation		1			
3.	Engineer's Design Report (EDR)	1	4			
4.	Construction Safety Plan/Airspace Analysis	1	2			
5.	Construction Plans		6			
6.	Quantity Calculations and Cost Estimates		2			
7.	Construction Quoting Documents	1	4	1		
8.	Quality Control Review	1				
9.	Quoting and Award	1	4			
10.	Submittal and Shop Drawing Review		1			
11.	Construction Observation		0			
12.	Pay Estimates	1	1			
13.	Final Inspection/Punch List		8			
14.	Record Drawings		1			
15.	Subcontractor & Subconsultant Coordination	1				
16.	Project Management	2				
17.	FAA Quarterly Reports		1			
18.	FAA Closeout Report		2	1		
	Total Hours per Labor Category	10	38	2		

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	10	$68.88	$688.80
Project Engineer	38	$40.00	$1,520.00
Administrative Assistant	2	$31.06	$62.12
Total Direct Labor Costs:	50		$2,270.92
Salary Overhead (35%)			$794.82
General and Administrative Overhead (137%)			$3,111.16
Total Labor Costs			**$6,176.90**
Fee (15%)			**$926.54**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	400	$0.58	$232.00
Employee Per Diem	1	$124.00	$124.00
Employee Auto Usage	1	$16.00	$16.00
Equipment Usage	50	$3.00	$150.00
Electrical Design (Barr Engineering)	1	$2,500.00	$2,500.00
Reproductions / Miscellaneous	1	$100.00	$100.00
Total Expenses			**$3,122.00**

SUMMARY:

Total Labor Costs + Expenses	$10,225.44
Estimated Total	**$10,200.00**

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

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

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

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

TEXTING WHEN DRIVING

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL FAIR LABOR STANDARDS ACT

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT

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

RIGHTS TO INVENTIONS

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

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

Note

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

Term Definitions

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

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

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Default (Professional Services)

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

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

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

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

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

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

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

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

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

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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

ARCHITECT/ENGINEER AGREEMENT
Between

City of Windom, Minnesota
(OWNER)

and

Short Elliott Hendrickson Inc.
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _______ day of ____________________, 2022, by and between the City of Windom, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

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

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

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

2022 Joint & Crack Repair – Bituminous Pavement,

hereinafter referred to as the Project.

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

ARTICLE 2. PERIOD OF SERVICE

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

ARTICLE 3. COMPENSATION TO CONSULTANT

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

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

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

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

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

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

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

1) Travel and subsistence.

2) Computer services.

3) Outside professional and technical services.

4) Identifiable reproduction and reprographic charges.

5) Expendable field supplies and special field equipment rental.

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

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

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

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

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

a. Travel and subsistence.

b. Computer services.

c. Owner approved outside professional and technical services.

d. Identifiable reproduction and reprographic charges.

e. Expendable field supplies and special field equipment rental.

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

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

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

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

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

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 6. DISPUTE RESOLUTION

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

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

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

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

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

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

ARTICLE 9. OWNER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10. OPINIONS OF COST

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

ARTICLE 11. CONSTRUCTION PHASE SERVICES

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

ARTICLE 12. INSURANCE

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

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

ARTICLE 13. INDEPENDENT CONTRACTOR

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

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

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

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

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES
The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES
If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

(X) $10,000 or less

(______) $10,001 to $25,000
(______) $25,001 to $100,000 or
(______) $100,001 and over
The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

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

ARTICLE 18. NOTICES

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

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

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

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

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.
The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.
ARTICLE 20. SPECIAL CONDITIONS
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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

Attest ______________________________ By ________________________________

Attachments: A, B, C

Attachment A
Project Scope and Scope of Engineering Services
2022 Joint & Crack Repair – Bituminous Pavement
Windom Municipal Airport
Windom, Minnesota

Project Description and Scope

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

Scope of Engineering Services

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

The Consultant will provide the following specific services:

Preliminary and Final Design:

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

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

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

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

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

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

Construction Observation, Administration, and Project Closeout:

1. Construction Observation / Final Inspection: A final inspection will be conducted by the RPR with the contractor prior to project acceptance.

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

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

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

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

2022 Joint & Crack Repairs - Bituminous Pavements
Windom Municipal Airport
Windom, Minnesota

Task No.	Task Description	Project Manager	Project Engineer	Admin Technician	
Preliminary and Final Design					
1.	Project Formulation	1	2		
2.	Crack Repair - Quotation Package	2	12	1	
3.	Construction Safety Plan/Airspace Analysis		4		
4.	Quality Control Reviews	2	2	1	
5.	Quoting and Award	1	2		
6.	Project Management	2	2		
Construction Observation, Administration, and Project Closeout					
1.	Construction Observation/Final Inspection		8		
2.	Pay Estimates	1	4		
3.	FAA Closeout Report	1	2	4	
4.	Project Management	2	2	2	
	Total hours per labor category	12	40	8	

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	12	$68.88	$826.56
Project Engineer	40	$40.00	$1,600.00
Admin Technician	8	$31.06	$248.48

Total Direct Labor Costs:	60	$2,675.04
Salary Overhead (35%)		$936.26
General and Administrative Overhead (137%)		$3,664.80
Total Labor Costs		**$7,276.10**
Fee (15%)		**$ 1,091.42**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	500	$0.58	$290.00
Employee Per Diem	1	$100.00	$100.00
Employee Auto Allowance	1	$16.00	$16.00
Equipment Usage	60	$3.00	$180.00
Reproductions / Miscellaneous	1	$100.00	$100.00

Total Expenses **$686.00**

SUMMARY:

Total Labor Costs +Fees + Expenses	$9,053.52
Total	$9,053.52
Estimated Total	**$9,100.00**

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

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

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

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

TEXTING WHEN DRIVING

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL FAIR LABOR STANDARDS ACT

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT

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

RIGHTS TO INVENTIONS

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

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

Note

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

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour

(24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies

the offense as a felony and conviction of an offense that is classified as a felony under 18

U.S.C. § 3559.

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

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Default (Professional Services)

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

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

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

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

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

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

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

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

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

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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

RESOLUTION #2022-

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

RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Clerk to make the City's Declarations or to delegate from

time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City does not reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted by the Council this 15th day of February, 2022.

____

Dominic Jones, Mayor

Attest:__________________________

Steven Nasby, City Administrator

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting City Clerk of the City of Windom, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

- Fire Equipment Acquisition
- Acquisition of Snow Plows
- Installation Utilities (water, wastewater, electric and telecom)
- Construction and\or Reconstruction of City Streets

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that $900,000 is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: ___________________, 2022

____

City Administrator
City of Windom, Minnesota

RESOLUTION #2022-

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

CITY OF WINDOM

RESOLUTION APPROVING AMENDMENTS TO THE FEES AND CHARGES SCHEDULE

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

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

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

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

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

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

> The "Fees and Charges Schedule" dated February 11, 2022 is hereby adopted and all fees and charges are amended as set forth in said schedule.

Adopted this 15th day of February, 2022.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

CITY OF WINDOM
FEES & CHARGES SCHEDULE

February 9, 2022

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
GENERAL GOVERNMENT			
	Liquor License		
	On Sale	2,000.00	Resolution 2021-77
	Sunday	200.00	Resolution 2021-77
	Private Sidewalk Café – Annual Renewal Required	50.00	Resolution 2018-50
	Wine License		
	On Sale	150.00	Resolution 2021-77
	Beer License		
	On-Sale (3.2 Only)	150.00	Resolution 2021-77
	Strong Beer Authorization	100.00	Resolution 2021-77
	Temporary On-Sale Liquor – Per Day	25.00	
	Set-Up License	250.00	
	Spring Cleanup	1.00/per month	All residential utility customers
	Other Business Licenses/Permits		
	Theatre License	25.00	
	Dance Permit – Per Day	10.00	
	Police fee for Dance – Per Hour/Per Officer	40.00	
	Cigarette	20.00	
	Game of Skill	50.00 first game 15.00 each additional game	
	Peddler/Solicitor/Transient Merchant – Annual	40.00	
	Initial Investigation fee	20.00	
	Exempt Permit	25.00	
	Premise Permit	25.00	

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

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	NSF Fee – City NSF Fee – River Bend Liquor	25.00 30.00	
BUILDING & ZONING:			
	Building Permits:		
Total Valuation	**Fee**		Resolution 2001-34
$1-$500	$21.00		
$501-$2,000	$21.00 for the first $500, plus $2.75 for each additional $100 or fraction thereof, to and including $2,000.		
$2,001-$25,000	$62.25 for the first $2,000, plus $12.50 for each additional $1,000 or fraction thereof, to and including $25,000.		
$25,001-$50,000	$349.75 for the first $25,000, plus $9.00 for each additional $1,000 or fraction thereof, to and including $50,000.		
$50,001-$100,000	$574.75 for the first $50,000, plus $6.25 for each additional $1,000 or fraction thereof, to and including $100,000.		
$100,001-$500,000	$887.25 for the first $100,000, plus $5.00 for each additional $1,000 or fraction thereof, to and including $500,000.		
$500,001-$1,000,000	$2,887.25 for the first $500,000 plus $4.25 for each additional $1,000 or fraction thereof, to and including $1,000,000.		
$1,000,001+	$5012.25 for the first $1,000,000 plus $2.75 for each additional $1,000 or fraction thereof.		
State Surcharge Fee	.0005 x total value of construction		
Plan Review Fee	65% of City's building permit fee for Commercial 35% of City's building permit fee for Residential		
Connection Inspection Fees	Sewer Connection Inspection Fee: $150.00 Water Connection Inspection Fee: $150.00		
Refunds	Written request; refunds at discretion of Building Official. If project not started: Within 5 days of application date - City's permit fee, state surcharge and 80% of plan review fee; within thirty (30) days of application date –80% of City's permit fee, no refund of state surcharge or plan review fee.		
Manufactured Home/ Structure Permit Fee	$49.00 + $1.00 Surcharge		
Residential – Plumbing only Permit	New/alter plumbing system (not fixtures)	$49.00 + $1.00 Surcharge	
Residential - Mechanical only Prmt	New/replace gas-fired appliance/gas piping	$49.00 + $1.00 Surcharge	

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

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

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Unspayed Female All others	8.00 + tax 5.00 + tax	
	Accident & investigation Report First copy (if not directly involved party) Each additional picture Mail	 . 25 per page .25 Actual cost	
	Parking Tickets General Parking – No Parking (2:00 a.m- 6:00 a.m.) No Parking in Alley Parking over 36 hours Time Limit on Parking Truck Parking Vehicle Repair on Street Parking for Advertising or Selling Parking Restrictions on Co. Rd. 13 Snow Emergency Parking- Block Snow Removal	 34.00 34.00 34.00 34.00 34.00 34.00 34.00 34.00 34.00 34.00	 Section 73 Section 73 Section 73 Section 73 Section 73 Section 73 Section 73 Section 73 Section 73 Section 73
	Animal (Cat & Dog) Impound, Boarding Impound No License With License Boarding No License With License	 40.00 + tax 20.00 + tax 15.00 (per day) + tax 10.00 (per day + tax)	
	Administrative Fees: Vehicle Impound storage	 15.00/day	
	Fire Department Fire Call **Ambulance Department** Basic Life Support Rate Advance Life Support Rate Non Transport with patient assessment Basic Life Support Mileage loaded mile rate	 1,000.00 650.00 850.00 450.00 12.00	 Ordinance #164, 2nd Series Resolution 2015-33 Resolution 2015-33 Resolution 2015-33 Resolution 2015-10
PUBLIC WORKS:			

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

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

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

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Portable Heaters	10.00	Resolution 2018-83
	Picnic Tables	10.00	
	Bar Set-up Fee –		
	Small groups (up to 50)	50.00	
	Medium groups (51-200	150.00	
	Large groups (200 +)	250.00	
	Dumpster Fee (rooms 127 & 128)		
	Up to 300 people	25.00	
	301-600 people	50.00	
	601-1000 people	75.00	
	35 cup Coffee Pot (includes coffee, cups, napkins, cream & sugar)	15.00	
	100 cup Coffee Pot (includes coffee, cups, napkins, cream & sugar)	25.00	
	Set-up & Take Down Fees (Chairs & Tables)		
	Multi-Use Room (Half room)	75.00	
	Multi-Use Room Large – Less than 500 people	125.00	
	Multi-Use Room Large - More than 500 people	150.00	
	Photocopies	25¢ per page	
	Lattice panels (4 available)	10.00 each	Resolution 2015-34
	Bar Tables (set of 5)	45.00	Resolution 2015-34
	8' pillar (set of 4)	45.00	Resolution 2015-34
	4' pillar (set of 4)	25.00	
	Wooden Post (set of 6)	15.00	Resolution 2015-34
	Potted sticks	15.00	
	Sm. children table w/benches	10.00	
	Ceiling swag		
	Full room	325.00	Resolution 2015-34
	½ room	175.00	Resolution 2015-34
	ARENA RATES		
	Season Skating Pass		
	Family	80.00	Resolution 2014-47
	Individual	45.00	Resolution 2014-47
	Old-Timers Hockey (Sundays)	65.00	Resolution 2014-47
	Old-Timers + Family Pass	115.00	Resolution 2014-47
	Daily Admission		
	Individual	3.00	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Old-Timers Hockey	7.00	Resolution 2014-47
	Skate Rental		
	Daily	2.50	
	Seasonal	50.00	Resolution 2011-54
	Hourly Ice Rate (over 100 hrs during ice season)		
	Frequent User –Seasonal hrly rate	120.00 per hr	Resolution 2020-11
	Non Frequent/Out of Town User hrly rate	125.00 per hr	Resolution 2020-11
	Non-Prime Time Ice Rental Rate	100.00 per hr	Resolution 2020-11
	STORAGE		
	Units under 20 ft	125.00	
	Units between 20-30 feet	150.00	
	Units over 30 feet	200.00	
	BUILDING RENT		
	1st Day	375.00	Contract Rate
	2nd Day	350.00	Contract Rate
	3rd Day, Additional Days	250.00	Contract Rate
	STALL RENT		
	1st Day	18.00	Contract Rate
	2nd Day	14.50	Contract Rate
	3rd Day, Additional Days	12.00	Contract Rate
	RACQUETBALL/WALLY BALL/BASKETBALL COURT FEES		
	Non-Member Adult hrly racquetball	3.00 per person/per hr	
	Non-Member Youth hrly racquetball	1.50 per person/per hr	
	Wally ball	20.00 per hour/court	
	Basketball	12.50 per hour	
	Archery		
	Individual Membership	30.00	Resolution 2014-62
	w\additional family members -	10.00 per person	Resolution 2014-62
	Youth Membership	15.00	Resolution 2014-62
	Daily Adult Fee	5.00	Resolution 2014-62
	Daily Youth Fee	3.00	Resolution 2014-62

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

FUND NO.	DESCRIPTION		FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Co-Ed Softball League Annual Rate per/team		150.00	
	Sunday Church League Annual Rate per/team		50.00	
	Sand Volleyball Court – Non-League Special Events Rate for entire complex regardless of how many courts used. City will Prepare courts during week days only prior to event unless pre-arranged		150.00	
PUBLIC UTILITIES - WATER/SEWER FUND:				
	State Surcharge on all water connections		.81¢	
	Residential Charges			
	Water – Monthly minimum		16.78	Resolution 2021-11-01
	1-3,740		1.78/1,000 Gal.	Resolution 2021-11-01
	3,741-7,480		4.07/1,000 Gal.	Resolution 2021-11-01
	Excess 7,481		5.20/1,000 Gal.	Resolution 2021-11-01
	Sewer – Monthly minimum		35.62	Resolution 2021-11-01
	Usage up to 22,440 gallons		1.79/1,000 Gal.	Resolution 2021-11-01
	Sewer Only –			
	Apartments		39.19	Resolution 2021-11-01
	Homes		44.52	Resolution 2021-11-01
	Commercial Charges			
	Water – Monthly minimum		16.78	Resolution 2021-11-01
	1-3,740		1.78/1,000 Gal.	Resolution 2021-11-01
	3,741-7,480		4.07/1,000 Gal.	Resolution 2021-11-01
	Excess 7,481		5.20/1,000 Gal	Resolution 2021-11-01
	Sewer – Monthly minimum		35.62	Resolution 2021-11-01
	Per 1,000 Gal.		5.70/1,000 Gal.	Resolution 2021-11-01
	Sewer Only		47.49	Resolution 2021-11-01
	Request for Utility Account Info			
	Picked up – (1 month)		5.00	
	12 months		30.00	
	Mailed		5.50	
	Faxed		6.00	
	Additional Account Fee		1.50	
	Service Charges			

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Late Fee per unpaid water/sewer bill Meter Bottom Replacement 3/4" 1" Labor Cost Retrieval of Information/Records Search Reconnect Fee Reconnect After Hrs Bulk Water Jetter & Operator Vac Unit	5% 75.00 100.00 50.00/hour Hourly rate of staff 40.00 each + tax 75.00 each + tax 5.00/1,000 gallons 150.00/hour 150.00/hour	 $15.00 minimum
	Sales Tax (Commercial accounts only)	6.875%	
ELECTRIC FUND			
	Meter Pre-Payment- Required of all renters and contract for deed properties before utilities can be transferred into renter's name	300.00	Utility Comm – Jan. 27, 2010
	Residential: All Kwh's @.079/kwh City Customer Charge Out of City Charge Security Light Charge - 57 watt LED - 150 watt LED	 14.00/month 26.00/month 8.00/month 18.00/month	 Resolution 2020-06-01 Resolution 2020-06-01 Resolution 2020-06-01 Resolution 2020-06-01
	Commercial & Municipal Charges: KWH's @ .085/kwh Single phase Three phase	 21.00/month 30.00/month	 Resolution 2020-06-01 Resolution 2020-06-01 Resolution 2020-06-01
	Industrial: Meter charge All KWH's @.042/kwh Demand Charge @ $14.55/kw Minimum Demand 30%	 48.00/month	 Resolution 2020-06-01 Resolution 2020-06-01 Resolution 2020-06-01 Resolution 2020-06-01
	Service Charges Late Fee	 5%	

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

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

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
		$3.95/month 6¢/min	
	INTERNET SERVICES	**monthly rate**	
	Starter Lite	52.00	Resolution 2017-67
	Starter Plus	67.00	Resolution 2017-67
	Deluxe	77.00	Resolution 2017-67
	Premium	87.00	Resolution 2017-67
	Business Data Services - $60 NRC		
	Business 20 Data	70.00	Resolution 2018-28
	Business 70 Data	100.00	Resolution 2018-28
	Business 125 Data	175.00	Resolution 2018-28
	Business 250 Data	250.00	Resolution 2018-28
	Business 1 GB Data	300.00	Resolution 2018-28
	On Network Email account rate	$3.50 MRC	Resolution 2020-66
	Off Network Email account rate	$4.50 MRC	Resolution 2020-66
	Email account setup fee	$5.00 NRC	Resolution 2020-66
	Domain setup/change fee	$50.00 NRC	Resolution 2020-66
	Troubleshooting	Hourly Labor Rate – Current	Resolution 2020-66
	Custom setup	Individual Case Basis (ICB)	Resolution 2020-66
	CABLE TV SERVICES	**monthly rate**	
	Add Video to Data & Voice Packages		
	Basic	48.00	Resolution 2019-33
	Expanded	93.00	Resolution 2019-33
	Digital	108.00	Resolution 2019-33
	Featured Plans		
	HD	12.95	
	HBO	15.99	Resolution 2015-11
	Showtime/TMC/Flix	12.95	
	Starz/Encore	12.95	
	Additional Set-Top Box	2.99	
	HD Box	4.99	
	DVR	14.99	
	Remote	25.00	
	Commercial Multi-Unit Facilities with 10 or more units and a common connection as established December 29, 2008		
	Expanded Basic	8.00 per unit	August 22, 2016 Telecom mtg

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	HBO	4.50 per unit	
	First standard Set-top box free w/add-on package		
	MISC. SERVICES		
	Wire Maintenance Plan – Monthly rate	2.95 per service or 7.95 for all three services	
	New customer installation fee	40.00 per service	
	Moving Telecom Service	40.00 per service	
	Additional Outlet	21.95 material + labor	
	Trip Fee	12.50	
	Trip Fee – After hrs	25.00	
	Labor Fee	70.00/hr	
	Calling Detail on Invoices	2.00/month	
	804 Mesh Satellite	3.00/month	Resolution 2018-44
	Replacement fee	125.00	Resolution 2018-44
	Web Hosting Services	30.00/month	Resolution 2018-44
	Setup/change fee	50.00	Resolution 2018-44
	DNS Hosting Services	5.00/month	Resolution 2018-44
	Setup/change fee	25.00	Resolution 2018-44
	E911 Backup Battery (Fiber)	6.00/month	
	Install fee	60.00	

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: Jon Ketzenberg, Street Superintendent
DATE: 2/11/2022
RE: Street Foreman
DEPT: Street Dept
CONTACT: Jon.Ketzenberg@windommn.com

Recommendations/Options/Action Requested

Interviews for the Street Foreman position were recently conducted by the Street Committee. A Candidate was selected and an offer of employment has been made to the candidate.

Pending acceptance of the offer additional information and further action requested by the Council will be provided at the Council meeting.

Issue Summary/Background

Fiscal Impact

Attachments

1. None

ACTION ITEM

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

TO: City Council
FROM: City Administrator
DATE: February 11, 2022
RE: Appointments to Boards and Commissions
DEPT: Mayor\City Council
CONTACT: Dominic Jones at Windommayor@windom-mn.com

Recommendations/Options/Action Requested

Mayor Jones recommends that the City Council take the following action:

1. Reappoint Linda Jaakola to the Housing and Redevelopment Authority
2. Reappoint Kari Scheitel and Susan Ebeling to the Library Board
3. Reappoint Linda Stuckenbrocker to the Community Center Commission
4. Reappoint Deborah Polzin and Joanne Kaiser to the Tree Committee

Issue Summary/Background

Filling vacancies on various City Boards and Commissions.

Fiscal Impact

None.

Attachments

1. None.