

**Council Meeting
Tuesday, June 21, 2022
City Council Chamber
6:30 p.m.
AGENDA**



Call to Order

Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes –June 7, 2022
 - HRA – Jan – May 2022
 - Joint Government Meeting – May 31, 2022
 - Planning Commission – June 2, 2022
 - EDA – June 13, 2022
 - Community Center Commission – June 13, 2022
 - Library Board – June 14, 2022
 - Regular Bills
2. Proclamation – Employee Appreciation Dawn Aamot
3. Department Heads
4. 2021 City Audit – Schlenner Wenner & Co.
5. TIF 1-22- Development Agreement – Windom Apartments LLC
6. Community Center Capital Project –Oven
7. Personnel Recommendations
 - Community Center On Call/Bartenders
 - Library Director
 - Assistant City Administrator/EDA Development Director Job Description
8. New Business
9. Old Business
10. Council Comments
11. Adjourn

Reminder City Facilities Tour – 5:00 p.m. - Wednesday, June 29, 2022



**Regular Council Meeting
City Hall, Council Chamber
June 7, 2022
6:30 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, James Nelson, Jenny Quade and Lisa Farag

Council Absent: None.

City Staff Present: Steve Nasby, City Administrator; Scott Peterson, Police Chief; Jon Ketzenberg, Streets & Parks Superintendent; Dawn Aamot, Library Director and Jim Hartshorn, Interim Development Director

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
 - Council Minutes – May 17, 2022 and May 18, 2022
 - Utility Commission – May 25, 2022
- Licenses - Amplification Permit – Deanna Higginbotham – 780 Plum Avenue
- Regular Bills

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

5. Department Heads:

Dawn Aamot, Library Director, said that the Summer Reading Program is getting underway. They have Tuesday Toddler Storytime and Lunch Bunch on Thursdays from 12:30 – 1 pm at Island Park. A make-and-take craft table will be available once a month at the library. Lana the Iguana is on the square and kids finding it can register for prizes. June 16th is pint-sized Polka at the Cottonwood County Historical Society at 1 pm and this is a free program.

6. Designation of 2022 Filing Period:

Jones said that the upcoming November 2022 City Council election will have the three seats for four-year terms and one Special election for a two-year term for the Ward II seat held by Lisa Farag.

Council Member Grunig introduced the Resolution No. 2022-37, entitled “A RESOLUTION DESIGNATING THE FILING PERIOD FOR CANDIDATES FOR THE CITY ELECTION” and moved its adoption. The Resolution was seconded by Sherman and on roll call vote: Aye: Farag, Quade, Nelson, Grunig and Sherman. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

7. Establish Ad Hoc Committee – Citywide Clean-up:

Jones said that he had a call from one of the vendors with questions about the clean-up and that discussion points have come up over the years about the event for changes or improvements. He

Preliminary

is asking to appoint an Ad Hoc Committee to discuss the event with the vendors and staff. He would appoint Council members Quade and Farag, along with himself and staff.

Motion by Sherman second by Nelson to appoint Council members Quade and Farag to the Citywide Clean-up Ad Hoc Committee. Motion carried 5 – 0.

8. Personnel:

Jones said this is an open-ended extension to the EDA Services Agreement with Jim Hartshorn with a 15-day termination for either party.

Motion by Nelson second by Sherman to approve amendment #2 to the EDA Services Agreement as shown. Motion carried 5 – 0.

Sherman noted the applications for the EDA Director have been limited. One candidate was interviewed and offered the position, but declined.

Jones said that during a Personnel Committee discussion an idea for another option came up and asked Grunig to review it for the Council. Grunig replied that the thought was to pair the Assistant City Administrator duties with the EDA Development Director and that way the position may appeal to a larger candidate pool. Windom previously did have a combination position with the Assistant City Administrator duties.

Jones said that this approach could also be good for succession planning for when the City Administrator retires sometime in the future, but that is a few years yet. He asked the Council for consensus to authorize the City Administrator to put together a job description and bring it back to Council on June 21st for approval. Consensus of Council to move ahead.

Jones noted a memorandum in the packet with additional seasonal hires for the pool consisting of Rachel Wright and Zadie-Anne Johnson. He noted that Wright has withdrawn from consideration.

Motion by Quade second by Sherman to approve hiring Zadie-Anne Johnson at the pool. Motion carried 5 – 0.

Jones said that former Community Center Director Winzenried had an on-call position recommended for hire which is Lisa Sprague at \$12.50/hour.

Motion by Nelson second by Sherman to hiring Lisa Sprague at the Community Center for on-call work at \$12.50/hour. Motion carried 5 – 0.

9. New Business:

None.

10. Old Business:

Jones said the Council tour of City facilities with the first half was excellent and interesting.

Nasby said the second part needed to be scheduled and he suggested June 28, 29 or 30. Council discussed the dates and decided on Wednesday, June 29th.

Motion by Grunig second by Sherman to set a special meeting for June 29, 2022 for part two of the City facilities tour. Motion carried 5 – 0.

11. Council Comments:

Nelson noted the job openings at the City and noted that candidates are needed for these jobs.

Grunig said the can bin for Riverfest fund-raising has been ended, but citizens can put their cans into the Waste Management recycling bins. Waste Management will then be donating to the Chamber for Riverfest. This was a good solution for all parties.

Farag said the bathhouse at Cottonwood Lake in Tegel's Park has a new mural and thanked the Chamber for their work.

Sherman noted the many Riverfest activities this week and opportunities for family fun.

Quade noted the successful garage sales last week and highlighted Riverfest activities such as the fireworks, parade and music.

Jones added the Riverfest Fishing Contest to the activities and noted his participation with grandchildren. He said the Parade is a terrific event and thanked the Chamber for all their work.

Nasby said the Windom Pool is going to have a soft opening on Thursday and then closed for Friday & Saturday due to Riverfest activities at Island Park. The pool will be open on Sunday from 1 – 5 pm for a free swim.

12. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 7:00 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

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

January 12, 2022 at 4:00pm

A regular meeting of the Board of Directors was held on January 12, 2022 at Hillside Manor. Board Members present: Linda Jaakola, Jean Fast (via phone), 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 4:01 pm with the consent agenda approved (White/McDonald) which included minutes from the previous meeting, the agenda, balance report and bills.

Scheduled Guests: Darcy Hoffman, Nathan Wehmeyer's mother, regarding bike storage. At 4:02 pm Darcy presented the possibility of funds that are available to create bike storage for the tenants at Hillside Manor. The funds, approximately \$400, are remaining from donations raised to replace Nathan's electric bike that stolen. She would prefer something locked. After discussion with the board several ideas were noted: location by the garages, for electricity; possible chain-link enclosure; a shed; a more secure bike rack and the need to address the issue at both buildings. The board thanked Darcy for her presentation and that the issue will be revisited in the February board meeting after some research and a poll to be conducted by the Executive Director.

Non-scheduled Guests: None.

The regular board meeting was closed at 4:15 pm (McDonald/White)

Annual Meeting

The annual meeting was opened at 4:16 pm (White/McDonald) By unanimous consent the officers were elected as follows: Linda Jaakola, Chair; Jean Fast, Vice Chair; Margaret McDonald, Secretary (Fast/Molitor) The Annual Meeting was closed at 4:19 pm (White/Molitor)

Old Business consisted of:

1. The Executive Director presented an update on the monthly turnaround rate. The fee accountants have the months of October, November and December there were no months for board review.
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 to the board that an approval for an extension to the T. Krueger loan is needed. No funds have been expended as the contractor was unable to begin the job prior to the winter months. After discussion it was determined to approve a nine-month extension, up to October 2022. (White/McDonald)
4. The Executive Director reported an update to HUD monitoring and the HRA's occupancy percentage is back up to 98% with only 1 open apartment of which a move-in is scheduled for January 13, 2022.
5. The Executive Director reported that her 90-day evaluation was conducted and went well. Since the executive duties will now begin it had been agreed upon to conduct an additional review in 90-days.

New Business consisted of:

1. The Executive Director reported that per the By-Laws if neither the Chair or the Vice Chair are available to conduct the monthly board meeting then no meeting will take place that month. Also, shared the specific location meeting schedule as documented in the By-Laws. After some discussion it was determined that the board would follow the current By-Laws .
2. The Executive Director reported that a payment of \$4,888.88 had been received on the Gove Acres Loan. This payment was regarding Lots 1 and 7, and was all principal.
3. The Executive Director presented the Fair Market Rent (FMR) analysis regarding the house located at 957 River Road. The current flat rent for the house is \$913, which is below the 80% of FMR calculation of \$1,037. After a short discussion a motion was made to increase the flat rent for the house located at 957 River Road to \$1,037. (White/McDonald)
4. The Executive Director reported that one application had been received regarding the house at 957 River Road. This applicant is slightly over the income threshold due to temporary income received during 2021. It was asked if an exception would be granted and after a short discussion a motion was made to grant the exception for approval of the rental application. (Fast/White)
5. The Executive Director requested authorization to be added to the bank accounts. After a short discussion a motion was made to add the Executive Director to the bank accounts. (McDonald/White). An amended motion was made to add the Executive Director to the bank accounts and the credit card. (McDonald/White)
6. The Executive Director requested authorization to set up the monthly utility bill with the City of Windom as an ACH auto pay. After some discussion a motion was made to set up the ACH auto pay for this account and to review all accounts for ACH enrollment. (White/Fast)
7. The Executive reported that some productive conversations with the Windom Police Department had been had and that Police Officers would begin doing random walk-throughs at the Riverview Apartments.
8. The Executive Director presented a request for cell phone reimbursement as her number is being added to the contact information for the HRA. After some discussion a motion was made to reimburse the Executive Director \$50 per month for her cell phone. (Fast/White)
9. The Executive Directors have been working on: continued training, 957 FMR –complete; 1099's in progress; Annual Public hearing - scheduled for February 2, 2022; SAMS registration which has been paid for but needs finalization; ACA reporting – complete; CRP's – complete; PORT – complete; Year End documents – beginning to assemble for fiscal year end.

A motion was made to close the regular board meeting for a personnel issue at 5:00 pm (McDonald/White).

A motion was made to open the closed meeting at 5:01 pm (White/McDonald).

A motion was made to close the closed meeting at 5:16 pm (White/Molitor).

A motion was made to open the regular meeting at 5:17 pm (Fast/Molitor).

10. Upcoming board meetings will be February 9 (HS) and March 9 (RV).

With no further business, the meeting was adjourned at 5:19 pm (White/Molitor).

Linda Jaakola, Chairman

Doreen Harrold, Executive Director

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

February 9, 2022 at 4:00pm

NO MEETING HELD – DUE TO ILLNESS'S AND ABSENCE NO QUORUM.

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

March 9, 2022 at 4:00pm

A regular meeting of the Board of Directors was held on March 9, 2022 at Riverview Apartments. Board Members present: Linda Jaakola, Jean Fast (via phone), Margaret McDonald, Dan Molitor and Joni Halverson. Also present was Executive Director, Doreen Harrold, JHRA Executive Director, Linda Loewen and Jim Nelson, City Liaison. Absent was Tom White.

The Regular Board Meeting was called to order at 4:06 pm with the consent agenda approved (McDonald/Molitor) which included minutes from the January meeting, the agenda, balance reports from February & March and bills.

Scheduled Guests: None

Non-scheduled Guests: None.

Old Business consisted of:

1. The Executive Director presented an update on the monthly turnaround rate. The fee accountants have the months of November, December and January the October 2021 reports were presented for board review.
2. Regarding the West parking Lot project the Executive Director reported that RFP's would be sent out this Friday.
3. The Executive Director reported that the banking signer's had been updated, PORT access was accomplished, Rev Recap access was complete, Secure systems WASS number was received today.

New Business consisted of:

1. The Executive Director reported on the Bad Debt accounts. There are 5 accounts totaling \$805.61 that qualify for bad debt write off. After some discussion a motion was made to approve the write off of these five accounts at \$805.61 (McDonald/Fast).
2. The Executive Director reported that the house at 957 River Road had been vacated. Maintenance has been working on preparing for the re-rental and a new tenant is scheduled for move-in on March 18, 2022.
3. The Executive Director reported that the poll for the bicycle storage had been completed. Riverview Apartments there is no need for any changes at that building site. Due to the request made by individual(s) at Hillside Manor the Executive Director shared a potential solution for that building site of utilizing an inside room for this storage. The issue was tabled to the next meeting which will be held at Hillside Manor at which time the option(s) will be further discussed.
4. The Executive Director reported to the board that a lease termination for smoking had been issued at Riverview Apartments. It was brought to the attention of the board that unlike other area HRA's the Windom HRA does not have a shelter in which those who smoke have protection from the elements. It was presented to the board that a metal structure be purchased that could be mounted on a cement pad at the Riverview Apartments at an estimated cost of \$5,000.00. There are no smokers at Hillside Manor so no structure is currently needed at this time. After some discussion a motion was made to move forward with this project and to use operating funds. (Fast/McDonald)
5. The Executive Director reported to the board that the contingency plan between the Jackson HRA and the Windom HRA was no longer valid. The contingency plan is important and it was asked that we begin structuring a new contingency plan to include: Windom HRA, Jackson HRA and the Mountain Lake HRA. After some discussion a motion was made to move forward with structuring a new contingency plan. The Jackson HRA will be the lead on this plan. (Molitor/McDonald)

6. The Executive Director requested approval of the 2023 Budget. After some discussion a motion was made to approve the 2023 Budget as presented. (Fast/Molitor)
7. The Executive Director reported that the Annual Evaluations for the maintenance staff had been conducted. These two staff members are highly appreciated and that raises were issued as follows: BH - 5.9% = \$.99 and SF - 9.41% = \$2.00.
8. The Executive Director reported that the 2022 Capital Funds Projects Award is \$149,622.
9. The Executive Director reported that apartment RV113 will be vacated 4/30/2022 and is recommending that this unit have an egressed window installed, which will upgrade this unit from an extra-large one-bedroom unit to a legal two-bedroom unit. It is estimated that the cost could range between \$5,000 - \$10,000. After some discussion a motion was made to proceed with the project and make sure there is a finalization date and to take the apartment off-line with HUD during the renovation and to be paid from operating funds. (Fast/Molitor)
10. The Executive Director reported that after reviewing the By-laws due to no meeting in February that there is no change necessary.
11. The Executive Director reported a security issue to the board that affected her and her family and is requesting that the board approve PTC. After some discussion a motion was made to approve the PTC (Molitor/McDonald).
12. The Executive Director reported that she and Steve will be attending the 2022 Working Together Conference on April 12 – 14th.
13. The Executive Director reported that she had attended the first of a series of HUD trainings regarding ACOP. A packet was provided to each member which outlined the necessary changes needed to bring the Windom HRA Policies into alignment with the HUD ACOP in regards to Leases. It was also stated that this will be an ongoing process as we will be covering all 15 chapters of the ACOP. It was requested that the board approve the following: to increase the NSF fee to \$35.00, to increase the freezer excess utility monthly fee to \$10.00, to add scooters to the excess utility monthly fee at \$10.00, to amend the Pet Policy from an interest bearing refundable pet security deposit to a non-refundable pet fee of \$200.00 for dogs/cats all other pets to \$25.00, to increase the monthly pet fee for dogs/cats to \$10.00 and all other pets to \$5.00 per month. After some discussion a motion was made to approve the changes as noted, however they will be held until all of the ACOP has been reviewed, approved and the 30-day comment period conducted. (McDonald/Molitor).
14. The Executive Director reported that her 60-day evaluation had been conducted and that a 3% raise had been given. She also requested that the Management Agreement with Jackson HRA be extended through December 31, 2022. After some discussion a motion was made to approve the 3% raise and the extension of the Management Agreement (Molitor/McDonald).
15. The Executive Director requested that a spending limit of \$2,000.00 be approved for the Executive Director. After some discussion a motion was made to approve a spending limit of \$2,000.00 for the Executive Director (McDonald/Fast).
16. The Executive Directors have been working on: continued training, ED program access – Secure Systems; Auditors have contacted us for FYE 3/31/2022 – beginning to work on info for them. Year End documents – in progress; SF-425 reporting re: Cares Act Funds, ACC Reporting due in March
17. The Executive Director asked that the April board meeting be scheduled for Monday, April 11 (HS) as she will be out of town at a conference.
18. With no further business, the meeting was adjourned at 5:40 pm (Fast/Molitor).

Linda Jaakola, Chairman

Doreen Harrold, Executive Director

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

April 11, 2022 at 4:00pm

A regular meeting of the Board of Directors was held on April 11, 2022 at Hillside Manor. Board Members present: Linda Jaakola, Jean Fast, Margaret McDonald, Tom White, Dan Molitor and Joni Halverson. Also present was Executive Director, Doreen Harrold, JHRA Executive Director, Linda Loewen and Jim Nelson, City Liaison.

The Regular Board Meeting was called to order at 4:04 pm with the consent agenda approved (McDonald/Fast) which included minutes from the March meeting, noting a correction in the minutes, the agenda, balance report and bills report for April.

Scheduled Guests: None

Non-scheduled Guests: None.

Old Business consisted of:

1. The Executive Director presented an update on the monthly turnaround rate. The fee accountants have the months of December, January and February. The November 2021 reports were presented for board review.
2. Regarding the West parking Lot – Bids were received from Bargen Inc. and M.R. Paving. After some discussion a motion was made to accept Option #1 \$8,978.00 from Bargen Inc., which was also the lowest bid. (White/Molitor)
3. The Executive Director reported that the outside structure at Riverview Apartments was pending further follow-up.
4. The Executive Director reported that a solution for bike storage was within the Hillside Manor Community Room, it is close to the exterior access and it was decided to leave the carpet as is for examination after the summer months to determine if the flooring needed to be changed. After some discussion a motion was made to utilize this space for the bike storage (McDonald/Fast).
5. After some discussion the replacement of the glass door and two windows at Riverview Apartments was tabled. The Executive Director will request a quote from local vendor Royal Glass.
6. Executive Director asked Jackson Executive Director to update the board on the progress of the Contingency Plan between Windom, Jackson and Mountain Lake. She reported she is working with a HUD representative to ensure that the plan is HUD compliant.
7. The Executive Director reported that RV113 needs to have RFP's issued and this will be done shortly.
8. The Executive Director reported that the ACOP Policy changes/updates for this last review were typographical and no action was needed by the board.

New Business consisted of:

1. The Executive Director Reported that the Management Agreement – Admin/ED had been written and signed.
2. The Executive Director requested that the Management Agreement – Maintenance be renewed as it had expired on March 31, 2022. After some discussion a motion was made to issue a new Management Agreement – Maintenance between the Windom and Jackson HRA's effective 4/1/2022 – 3/31/2023. (Fast/McDonald)
3. The Executive Director reported to the board that since we are drafting a contingency plan to include: Windom HRA, Jackson HRA and the Mountain Lake HRA, that it only makes sense to include the maintenance department in this plan and make this an agency Trifecta. After some discussion a motion was made to move forward with

structuring a new contingency plan to include maintenance. The Jackson HRA will be the lead on this plan. (McDonald/Fast)

4. The Executive Director reported that the NSPIRE/REAC Inspection will be conducted Wednesday April 20, 2022.
5. The Executive Director reported that the City of Windom had reached out regarding a rehabilitation loan that had been approved by the board in 2020, in which the property owner had not been able to get a contractor. The property owner plans to proceed with the project and is requesting an extension for completion. After some discussion the motion was made to grant an extension to 12/31/2022. (White/McDonald)
6. The Executive Director reported that she will be in the Twin Cities for Training April 12 – 14th and then again April 20 -22nd.
7. The Executive Directors have been working on: continued training, ED program access – Secure Systems (Coordinator needs to gain access – Scheduled for April 19 at 9:00 a.m.; SF-425 – Cares Act Submission complete, NSPIRE Inspections, Auditors have contacted us for FYE 3/31/2022 – beginning to work on info for them. Year End documents – in progress.
8. The Executive Director reported that the upcoming board meetings are: May 11 (RV) and June 8 (HS)
9. With no further business, the meeting was adjourned at 4:41 pm (McDonald/Molitor).

Linda Jaakola, Chairman

Doreen Harrold, Executive Director

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

May 11, 2022 at 4:00pm

A regular meeting of the Board of Directors was held on May 11, 2022 at Riverview Apartments. Board Members present: Linda Jaakola, Jean Fast, Tom White, Dan Molitor. Also present was Executive Director, Doreen Harrold, JHRA Executive Director, Linda Loewen and Jim Nelson, City Liaison. Members absent: Margaret McDonald and Joni Halverson.

The Regular Board Meeting was called to order at 4:06 pm with the consent agenda approved (Fast/Molitor) which included minutes from the April meeting, noting a correction in the minutes, the agenda, balance report and bills report for May.

Scheduled Guests: None

Non-scheduled Guests: None.

Old Business consisted of:

1. The Executive Director presented an update on the monthly turnaround rate. The fee accountants have the months of February and March 2022. The December 2021 and the January 2022 reports were presented for board review.
2. The Executive Director reported that the outside structure at Riverview Apartments was pending further follow-up.
3. The Executive Director reported that the replacement of the glass door and two windows at Riverview Apartments was pending.
4. The Executive Director reported that RV113 vacating was extended to May 31, 2022.
5. The Executive Director presented language update for addition to the Lease Termination section of the lease as per HUD recommendation. After a short discussion a motion was made to approve the addition to the lease. (Fast/White)
6. The Executive Director reported that the Contingency Plan for the Executive Director and maintenance are in progress and our HUD representative is working with the Jackson HRA Executive Director in drafting these plans.
7. The Executive Director reported that the Management Agreement – Maintenance, between the Windom HRA and the Jackson HRA is in the process of being signed.
8. The Executive Director reported that the NSPIRE / REAC Inspection had been postponed and will be conducted on Monday, May 16, 2022.

New Business consisted of:

1. The Executive Director reported that staff t-shirts are normally ordered this time of year, however, the maintenance staff has deferred the ordering for 2022.
2. The Executive Director presented the newly issued income limits as per federal guidelines that are used at the time of admission.
3. The Executive Director reported that the annual audit is scheduled for June 15, 2022 and that the auditors will be on site.
4. The Executive Directors have been working on: continued training, ED program access – Secure Systems, completed, NSPIRE Inspection, Auditors have contacted us for FYE 3/31/2022 – beginning to work on info for them. Year End documents – in progress.

5. The Executive Director reported that a Special Closed Board Meeting will be called and she will contact the Board Members for scheduling as soon as the detailed information is received.
6. The Executive Director reported that the upcoming board meetings are: June 8 (HS) and July 13 (RV)
7. With no further business, the meeting was adjourned at 4:32 pm (White/Molitor).

Linda Jaakola, Chairman

Doreen Harrold, Executive Director

Joint Government Meeting Minutes
May 31, 2022
Heritage Village Welcome Center – Mountain Lake
5:30 p.m.

1. **Call to Order:** City of Mountain Lake
2. **Roll Call:** Angie Klassen & Jamie Frank (Windom School)
Mike Nelson, Dean Janzen and Michael Mueller (City of Mt. Lake)
Dominic Jones, Jayesun Sherman, Lisa Farag and Steve Nasby (City of Windom)
Larry Anderson and Kelly Thongvivong (Cottonwood County)

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

Windom Area School noted summer school will be conducted. They are in a transitional period as Supt. Wormstadt is leaving June 30 and Jamie Franks will resume that role on July 1. They are working on a solar project and it may or may not move forward depending on some legalities.

City of Mountain Lake said they have interest from a meat processing plant. Street projects in the works and are working on a new subdivision by the lake. Discussions starting on water line replacements and new meters as part of ARPA funds. They are in early stages of talks on a fire hall. Their wellhead protection plan is done.

City of Windom said they purchased the Cemstone property and are working on single-family and multi-family housing on that site to include about 60 units. A workforce housing project starting in 2022 will add another 60 units for Hylife employees. Commercial construction under way with Kwik Trip and Family Dollar.

Cottonwood County said they have a State Historical Society grant for research on designs for windows at the Courthouse. Purchased property for a new Public Works building. They have engaged Finley Engineering to do a feasibility study for broadband in the County. Body cameras were purchased for Sheriff's Dept. Four commissioner districts are up for election this year. Multiple highway and bridge projects in various stages of planning and completion.

4. **Broadband Discussion:**

Mt. Lake said they are still working on getting broadband into their commercial park and would like to see other options and more discussion. They did an RFP for service to the commercial park and got no responses.

Cottonwood County said the needs in the rural areas for broadband are significant so they contracted for the feasibility study. That information should be available in a couple months and discussions can go forward then.

5. **Hiring Trends:**

Windom said that finding people is getting more difficult and they have had an EDA Director job open about seven weeks with very limited interest. They have a Library Director and Community Center Director positions also advertised currently. The County said they have several open positions and some are harder to fill than others. They are doing a pay study.

Windom noted that they needed a CDL position and could not find a person so they hired someone and the City will pay for the training, and negotiated a claw-back provision so the City does not lose that person without some protection. Mountain Lake said they did the same thing with a CDL position. The County noted that it is not necessarily the pay, but lack of people and availability of open jobs. Mountain Lake said the League of Minnesota Cities job board has about 400 open positions advertised and anticipates that will be the norm for years.

6. Old Business:

None.

7. 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 August 29th.

8. Adjourn:

Meeting adjourned at 6:40 pm.

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
JUNE 2, 2022**

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

2. Roll Call & Guest Introductions:

Planning Commission: Brett Mattson, Jared Baloun, Ben Byam, Lorri Cole, Carol Hartman, and Jeremy Johnson. Absent: Brandon Pletcher.
(Currently there is one vacancy on the Commission.)

Also Present: B&Z Staff: Zoning Admin. Andy Spielman and Admin. Asst. Mary Hensen; and Rose Schroder, Land Use Consultant from Bolton & Menk, (via "Teams").

3. Approval of Minutes: May 10, 2022

Motion by Commissioner Baloun, seconded by Commissioner Hartman, to approve the Planning Commission Minutes for the Meeting held on May 10, 2022. Motion carried 5-0. (Commissioner Cole was not present for the vote.)

4. Land Use Code Review:

A. Planned Unit Developments: Zoning Admin. Spielman advised that Rose Schroder with Bolton & Menk would be discussing general concepts regarding the planned unit sections, residential off-street parking, small lots, and possibly other sections. Rose Schroder provided a brief overview of the reasons for planned unit developments ("PUDs"). She is proposing to divide the standards for PUDs into residential and mixed use PUDs. The Residential PUD would allow for a mix of residential uses, such as single-family, townhomes, multi-family, etc. The Mixed Use PUD would be similar to a Commercial PUD. The intent of PUDs is to allow more flexibility in the design of developments but not to circumvent City Code or minimum standards.

Ms. Schroder discussed the pros and cons of approval of a PUD as a conditional use or as a rezoning of property both of which require a public hearing. The consensus of the Planning Commission was to move forward on the revisions to change the approval of a PUD from a conditional use permit to rezoning.

There was a discussion concerning a proposed minimum size for a PUD. Ms. Schroder advised that PUDs can also incorporate design standards covering landscaping requirements and possibly building material requirements for facades and roofs, etc. She said that parking requirements typically follow City Code standards. There was a question as to whether restrictive covenants placed on a PUD by the Developer would cover these items. Ms. Schroder replied that the City Code requirements, in relation to design standards, are typically minimum standards and the Developer can adopt more restrictive covenants.

Ms. Schroder presented some recommendations concerning a Mixed Use PUD. She advised that typically there is a commercial component and also a multi-family component such as a commercial business on the main floor and residential uses on the upper floor(s). The setbacks in the PUD are relative to overall periphery of the development. Within the PUD, the streets and setbacks are more subjective to the specific development. She discussed ideas regarding preliminary design standards used in some other communities, including only flat roofs (no pitched or hip roofs); landscaping and greenspace requirements; exterior façade materials; etc. There was a brief discussion by the Commissioners concerning ideas for greenspace, such as a center courtyard or park area and walking trails in the development. Ms. Schroder will convert her PUD recommendations into a PDF and send that PDF to Zoning Admin. Spielman to forward to the Commissioners for review.

B. Small Lots: Zoning Admin. Spielman introduced the next topic which was small lots. Background: The City Code sets forth minimum buildable lot sizes in each zoning district. New subdivisions and lot splits must comply with these requirements. He stated that the challenge is that many existing residential lots do not comply with these requirements and are considered to be non-conforming lots which make it difficult for infill projects and redevelopment of lots with blighted homes.

Section 152.270 of the City Code provides that a lot of record existing upon the effective of this chapter (12-15-2003) which does not meet the requirements of this chapter as to area or width may be utilized for single-family

detached dwelling purposes; provided, the measurements of the area or width are within 70% of the requirements of this chapter. Yard and other open space requirements shall be in conformance with this chapter; except that, side yard setback requirements are permitted to have a width of not less than five feet. Zoning Admin. Spielman advised that Minnesota Building Code requires a minimum side yard setback of five feet. Otherwise there are additional requirements concerning installation of fire-rated walls.

Zoning Admin. Spielman stated that he believes if a proposed design for a new home can meet the setback and lot coverage requirements, then we should not need a percentage requirement for lot area or width to determine that the lot is buildable. These standards would not apply to existing structures but would only apply if there was destruction of an existing structure by fire or natural disaster or if a property owner removed a blighted home to allow for construction of a new home on a parcel, etc. There was a discussion concerning a minimum side yard setback of five feet.

Ms. Schroder presented two options to address the small lot issue—creation of a new zoning district or to revise Section 152.270 in a manner similar to that proposed by Zoning Admin. Spielman. There was a discussion concerning the pros and cons of each proposal. Consensus was to move forward with revision of Code Section.

There was also a discussion concerning the requirement for sheltered off-street parking for 2 vehicles. It was the consensus of the Commissioners that there should be a requirement for off-street parking for two standard-sized vehicles including enclosed garage space for one standard-sized vehicle.

C. Residential Off-Street Parking: Zoning Admin. Spielman reported that there have been issues with residents lining up vehicles along a property line and then grass and weeds grow up around these vehicles. Ms. Schroder recommended that front-yard vehicle parking areas in residential districts should be hard-surfaced areas, such as asphalt or concrete. This would include the driveway and any adjoining parking pad. Additional parking areas in the side yard or rear yard should be improved surfaces and could be gravel or crushed rock/crushed concrete. She recommends at least a one-foot side yard setback for these additional parking areas.

There was a discussion as to the handling of existing parking issues in residential areas. Ms. Schroder recommended including a zoning permit requirement for future side yard and rear yard parking areas be added. Zoning Admin. Spielman will review the Street Department's Driveway Policy with the Street Superintendent and provide information to Ms. Schroder. He requested that items from the Street Department's driveway policy be included in the Code, such as driveway width not to exceed 24 feet or the width of the garage, whichever is greater. Also, to include a provision that there shall be a concrete or asphalt apron connecting the driveway across the boulevard to the street, etc. The Commissioners concurred with the proposals concerning front yard parking, and side and rear yard parking all on improved surfaces, and driveway specifications.

D. Additional Sections: There was a brief discussion concerning existing front-yard fences. Ms. Schroder advised that she and her Staff will be working on minor subdivision and subdivision provisions for presentation to the Planning Commission.

5. **Other Business/Reports:** None.
6. **Unfinished Business:** None.
7. **New Business:** Zoning Admin. Spielman reported that a zoning application for a conditional use permit for a fence in the area of a platted easement may be coming before the Planning Commission at the July 12th Meeting.
8. **Planning Commission Comments, Concerns, Suggestions:** None.
9. **Adjourn:** The meeting was adjourned by unanimous consent at 8:56 p.m.

Attest:

Andy Spielman, Zoning Administrator

Brett Mattson, Chairman

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
JUNE 13, 2022

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

2. Roll Call & Guest Introductions:

EDA Commissioners: Ryan McNamara, Tom Seigfreid, Marv Grunig, and James Nelson.
Absent: Nancy Wepplo.

Also Present: EDA Staff –Interim EDA Director Jim Hartshorn and Admin. Asst. Mary Hensen;
Kevin Stevens, Cottonwood County Liaison; and Rahn Larson (Citizen).

3. Approval of Minutes: May 9, 2022:

Motion by Commissioner Grunig, seconded by Commissioner Nelson, to approve the Minutes of the EDA Meeting held on May 9, 2022. Motion carried 4-0.

Procedural Note: President McNamara advised that Commissioner Seigfreid will be leaving the meeting early for another appointment and the order of the Agenda will be modified slightly.

4. North Windom Industrial Park & Cemstone Property – South Cottonwood Lake

A. Update: Interim Director Hartshorn reported that the closing on the sale of the lot in the North Windom Industrial Park (“NWIP”) to Cemstone and the purchase of the Cemstone property by the EDA occurred on May 19th. The purchase price for the NWIP lot was \$102,060. The purchase price for the Cemstone property was \$1,150,000. Earnest money of \$50,000 was paid earlier and the first installment of \$550,000 was paid on May 19, 2022. The EDA executed a promissory note for the balance of the purchase price (\$550,000) which is due on May 19, 2023. Admin. Asst. Hensen advised that a Gopher State One Call notice had come through recently regarding commencement of site work on the NWIP lot.

5. Land Swap – City & EDA

A. Tracts in/Adjoining Tegels Park: City Administrator Nasby had provided a Powerpoint presentation which included aerials highlighting the areas for the proposed land swap between the City and the EDA and the preliminary lot layout of the South Cottonwood Lake Subdivision that had been previously prepared by DGR Engineering. This presentation was included in the Board’s packet.

Background: During the process of preparing a draft layout of a potential residential subdivision in the Cemstone Property by DGR Engineering (and also pursuant to review of title to the property by the City Attorney), it was discovered that the South entrance to Tegels Park and a portion of the park road are actually on Cemstone’s property.

Director Hartshorn advised that there have been discussions concerning a land swap between the City and the new owner of the Cemstone Property (the EDA). This proposal was brought before the Park and Recreation Commission and was approved by a majority of the Commissioners. The City Council called for a public hearing on this proposed Land Swap which will be held at the City Council Meeting on July 5th. Commissioner Grunig said this is a solution that will correct title to the South entrance for Tegels Park and will also add square footage to one of the lots in the proposed new residential subdivision (on the former Cemstone property) that otherwise would not have been buildable.

B. Resolution: After further discussion, the following action was taken.

Resolution introduced and motion by Commissioner Seigfreid, seconded by Commissioner Grunig, to adopt EDA Resolution No. 2022-04, entitled “Resolution Approving a Land Swap with the City of Windom for Land in Tegels Park in the City of Windom, Cottonwood County, Minnesota”.

Upon roll call vote being taken, the following voted in favor thereof: Commissioners McNamara, Seigfreid, Grunig and Nelson; the following voted against the same: None; and the following were absent: Commissioner Wepplo. (The Resolution was adopted.)

6. New Business: None.

7. Unfinished Business

A. Wolf Lake Trail – FLAP Grant Update: Interim Director Hartshorn recapped that previously the City (via the EDA Director) applied for a Federal Lands Access Program (FLAP) Grant for the paving of the Wolf Lake Connection Trail. The County was required to act as the sponsor for the application. The Windom City Council adopted resolutions in support of the application. The grant was not awarded. However, there are additional options. County Engineer Nick Klisch has suggested a possible TAP Grant Application this fall. A representative from US Fish & Wildlife has suggested options and Luke Ewald from Des Moines Valley Health & Human Services has offered to assist the EDA in the grant application process. Cottonwood County Liaison Stevens said that this is a popular project (trail) for area residents and visitors.

B. Riverbluff Estates Subdivision – Lot Update: Interim Director Hartshorn updated the Commissioners on the status of the EDA’s lot in Riverbluff Estates Subdivision that had been sold to Javier Portillo in 2020. There was a requirement in the deed that Mr. Portillo construct a new single-family home on the property before March 1, 2022. If he did not obtain a certificate of occupancy for the new home by March 1, 2022, the real estate would automatically revert to the EDA. Mr. Portillo did not construct a home on the property. However, to provide clear title to the property, Mr. Portillo and his wife need to deed the property back to the EDA. Mr. Portillo has left the area and the EDA has not been able to locate him or his wife. There are options that the City Attorney can pursue, through the Court, to return title to this lot to the EDA. After discussions with the City Attorney, he has indicated that he needs authorization from the EDA Board to proceed with this process. After further discussion concerning this lot and any special assessments against the lot, the following action was taken.

Motion by Commissioner Grunig, seconded by Commissioner Nelson, to engage the City Attorney to complete the process to return title to the undeveloped lot in Riverbluff Estates Subdivision (previously sold to Javier Portillo) to the EDA. Motion carried 4-0.

8. Miscellaneous Information

A. River Bluff Townhomes – Month's Financial Report: The Board received copies of the April 2022 financial reports submitted by Van Binsbergen & Associates.

9. Public Hearing

A. Closed Session – Land Negotiations - Parcel No. 25-839-0075 – 1925 North Redding Avenue: Interim Director Hartshorn recapped that at the May 9th Meeting, the EDA Board approved the Assignment of the Option Agreement by HyLife to Headwaters Development. Since that time, Headwaters Development did provide written notice of its intention to exercise its option to purchase the Spec Building Property pursuant to the terms of the Option Agreement. The EDA Board will need to go into closed session to discuss finalizing of the purchase price on the property pursuant to a request by Headwaters.

Motion by Commissioner Grunig, seconded by Commissioner Nelson, to go into Closed Session. Motion carried 4-0.

Commissioner Seigfreid excused himself to leave for another appointment.

President McNamara closed the meeting to the public at 12:25 p.m. Present for the closed session were Commissioners Nelson, Grunig, and McNamara; Interim EDA Director Hartshorn, Liaison Stevens, and Admin. Asst. Hensen.

Motion by Commissioner Nelson, seconded by Commissioner Grunig, to come out of closed session and authorize the EDA President to reopen the meeting to the public. Motion carried 3-0.

President McNamara reopened the meeting to the public at 12:35 p.m.

It was the Board's consensus to utilize all of the rent payments received by the EDA for the Spec Building beginning in December 2021 through May 2022 towards the purchase price for the property as set forth in the Option Agreement.

Second Assignment of Option Agreement: Interim EDA Director Hartshorn updated the Board that since the time of signing of the Assignment of the Option Agreement and notice of exercise of the option by Headwaters, the principals have incorporated a new limited liability company called "Windom Apartments LLC". This new LLC would purchase the property, manage the construction activities, and manage the property thereafter. They have asked that the EDA authorize another assignment of the purchaser's interest in the Option Agreement to this new LLC.

Motion by Commissioner Grunig, seconded by Commissioner Nelson, authorizing the EDA to approve an assignment of Headwaters Development LLC's interest in the Option Agreement, concerning purchase of the EDA's Spec Building Property, to Windom Apartments LLC provided Windom Apartments LLC accepts the terms of the Option Agreement; and further authorizing the EDA President and Vice President to sign the written approval of this assignment. Motion carried 3-0.

B. Public Hearing on Proposed Sale: Interim EDA Director Hartshorn advised that previously the EDA held a public hearing on the sale of the Spec Building Property. However, the legal description is changed somewhat. After consultation with the City Attorney, the EDA published a Notice of Hearing for a public hearing on the sale of the property as now described. Basically the EDA is retaining the East 63.11 feet of the property. A copy of the public hearing notice was included in the EDA packet.

Windom Apartments LLC submitted written notice to the EDA of its exercise of the Option to Purchase the Spec Building Property pursuant to the terms of the Option Agreement (if the EDA Board approves the Second Assignment of the Option Agreement). The purchase price for the property is \$250,000 to be paid pursuant to the terms of the Option Agreement.

President McNamara opened the public hearing at 12:37 p.m. There were no comments on the proposed sale from anyone present. President McNamara closed the public hearing at 12:38 p.m.

C. Resolution: A copy of the proposed Resolution had been included in the EDA packet.

Resolution introduced and motion by Commissioner Grunig, seconded by Commissioner Nelson, to adopt EDA Resolution No. 2022-03, entitled "Resolution Approving Sale of Property Described as Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, Except for the East 63.11 Feet of Said Lot".

Upon roll call vote being taken, the following voted in favor thereof: Commissioners McNamara, Grunig, and Nelson; the following voted against the same: None; and the following were absent: Commissioners Wepplo and Seigfreid. (The Resolution was adopted.)

10. EDA Spec Building – Apartment Project

A. Development Agreement – Developer: Windom Apartments LLC: Interim EDA Director Hartshorn provided an overview of the terms of the proposed Contract for Private Redevelopment ("Development Agreement") between the City of Windom and the Developer (now Windom Apartments LLC). The Developer's plan is to construct 60 units (6 buildings with 10 units in each building). The schedule is to construct half of the buildings in 2022-23 and the remaining half of the buildings in 2023-24. The final completion date is listed as December 31, 2024. The tax increment financing (TIF) amount requested by the Developer is \$983,316 payable over 9 years. It was the consensus of the Board that the compliance period set forth in the Development Agreement remain as 25 years.

11. Adjourn: On consensus, President McNamara adjourned the meeting at 12:44 p.m.

Attest:

James Hartshorn, Interim EDA Director

Ryan McNamara, EDA President

Community Center Commission Minutes

Monday June 13, 2022

1. Call to Order: The meeting was called to order by President Linda Stuckenbroker at 5:38p.m.

2. Roll Call: President: Linda Stuckenbroker
Commission Members: Mitch Voehl
Lenny Thiner
Rhonda Crowell

Commission Liaison: James Nelson

City Administrator: Steve Nasby-Absent

Community Center Staff: Jill Wolff

Public:

3. Approval of Minutes: NA
4. Additions to the agenda:
5. President's Report:
6. Staff Report:
 - Looking for info for website video in process
 - Short on bar staff
 - Linda to contact John at Street Dept. for temporary staff
7. Community Center Director Position:
 - Potentially start interviews week of 6/20
 - Two commissioners required
8. New Business:
 - Question if Senior Center has any involvement in Commission- Board to Confirm-
 - Discussed replacement of range and air conditioning unit
9. Next Meeting: Monday, July 11th, 2022 @ 5:30 p.m.

Adjourn:

Motion by Lenny Thiner, seconded by Rhonda Crowell, to adjourn the meeting at 6:45 p.m. Motion carried 3-0.

Linda Stuckenbroker, WCC President

Windom Library Board Meeting
City of Windom Council Chamber

June 14, 2022

5:05p.m.

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

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

Members Absent: Wade Pfeiffer

Library Staff Present: Dawn Aamot

City Council Member Present: None

3. Agenda and Minutes:

Agenda and corrected minutes were approved on a motion by Steve Fresk and seconded by Anita Winkel.

4. Financial Report:

Dawn reviewed the Financial Report. She noted that the annual insurance payments were made and that they exceeded the budgeted amount. The financial report was approved on a motion by Kari Scheitel and seconded by Kathy Hiley.

5. Librarian's Report:

Dawn reported the following:

Annelise Regier was hired as an intern for the city. She will work 15-20 hours at the library with the balance of her 40 hours working at the Community Center through July.

The Summer Reading Program is off to a great start with 88 kids signed up so far. Llana the Iguana is hidden on the square and will be moved every 2 weeks. Storytime is at 11:00 am on Tuesdays. Last week, Julie substituted for Nancy who tested positive for Covid. No one attended the first Lunch Bunch with sub Julie at Island Park. Lunch Bunch has been moved to Tuesdays from 12:00-12:30 at Windom Elementary. A nature crown craft is being offered this week. 20-25 have been made so far. The base of the crown is from soda pop cartons. Adult & teen volunteers are assisting with the craft. A new craft will be offered for one week in July and August.

One State Park pass will be offered each week this summer. Plum Creek Library card holders can check out the pass on Wednesday and it expires on Tuesday of the next week.

Librarian's Report was approved on a motion by Kathy Hiley and seconded by Anita Winkel.

6. Old Business:

Nancy hosted a library table on the Square during the Chamber's 3rd Thursday event.

7. New Business:

Interviews to hire a new library director will be held Thursday, June 16. If there is a consensus, the name will be brought to the Council for approval at their June 21 meeting.

A Retirement Open House for Dawn will take place at the library on June 24 & 25.

Dawn thanked the board for their support during her term as library director.

8. Book Suggestions:

9. Adjourn:

Meeting adjourned at 5:28 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary



Windom, MN

Expense Approval Report

By Fund

Payment Dates 6/4/2022 - 6/17/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
BOBETTE HODGMAN	CREDIT REFUND- B. HODGMA	06/09/2022	CREDIT REFUND	100-20191	24.30
CODY WIIG	CREDIT REFUND- C. WIIG	06/09/2022	CREDIT REFUND	100-20191	21.44
HOLLY BOLDT	CREDIT REFUND- H. BOLDT	06/09/2022	CREDIT REFUND	100-20191	4.55
JESS HAWK	CREDIT REFUND- J. HAWK	06/09/2022	CREDIT REFUND	100-20191	7.33
SYD'S SALON	CREDIT REFUND- SYD'S SALO	06/09/2022	CREDIT REFUND	100-20191	19.04
SURPLUS WAREHOUSE OF WI	10597	06/08/2022	SPRING CLEAN UP 2022	100-34403	3,400.00
SURPLUS WAREHOUSE OF WI	10620	06/14/2022	SPRING CLEAN-UP	100-34403	110.00
SONIA BRUGMAN	BASEBALL REFUND 6-8-22	06/08/2022	REFUND- YOUTH BASEBALL	100-34781	63.00
SPENCER & BAYLEE WINZENRI	T-BALL REFUND 6-8-22	06/08/2022	KINDERGARTEN & PRE-K T-BA	100-34781	48.00
AMANDA MATTONSON	YOUTH BASEBALL REFUND- M	06/14/2022	YOUTH BASEBALL REFUND	100-34781	63.00
					3,760.66

Activity: 41110 - Mayor & Council

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-41110-200	7.73
COTTONWOOD CO RECORDER	P30120	06/07/2022	LEGAL FEES	100-41110-304	46.00
US BANK	05-20-2022	06/14/2022	Zoom Meeting	100-41110-326	16.02
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-41110-350	234.00
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-41110-350	234.00
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-41110-350	156.00
COALITION OF GREATER MN C	FEB 1, 2022	06/07/2022	DUES/CITY COUNCIL/MAYOR	100-41110-433	7,684.00
Activity 41110 - Mayor & Council Total:					8,377.75

Activity: 41310 - Administration

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-41310-200	7.73
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	100-41310-200	25.04
FURTHER (Select Account)	16115320	06/08/2022	PARTICIPANT FEE	100-41310-217	146.25
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	100-41310-217	105.85
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	100-41310-322	280.25
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-41310-322	0.67
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-41310-322	2.68
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-41310-322	4.02
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-41310-322	0.67
STEVE NASBY	#100-41310-331 6-2-2022	06/03/2022	TRAVEL EXPENSE	100-41310-331	90.68
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-41310-350	124.80
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-41310-350	1,141.04
Activity 41310 - Administration Total:					1,929.68

Activity: 41910 - Building & Zoning

INDOFF, INC	3571729	06/14/2022	SUPPLIES - PAPER	100-41910-200	30.49
INDOFF, INC	3572494	06/14/2022	SUPPLIES - LABELS	100-41910-200	22.49
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	100-41910-200	25.03
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	100-41910-212	118.45
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	100-41910-321	41.21
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	100-41910-322	105.18
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-41910-350	203.00
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-41910-350	204.00
COTTONWOOD CO RECORDER	MAY 22	06/07/2022	INTERGOVERNMENTAL FEES	100-41910-443	92.00
Activity 41910 - Building & Zoning Total:					841.85

Activity: 41940 - City Hall

HOMETOWN SANITATION SER	0000466075	06/02/2022	REFUSE DISPOSAL	100-41940-384	102.98
US BANK	05-20-2022	06/14/2022	HY-VEE	100-41940-409	7.92
Activity 41940 - City Hall Total:					110.90

Activity: 42120 - Crime Control

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-42120-200	7.73
INDOFF, INC	3569331	06/01/2022	SUPPLIES	100-42120-200	128.97

Expense Approval Report

Payment Dates: 6/4/2022 - 6/17/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INDOFF, INC	3571728	06/14/2022	POLICE/SUPPLIES	100-42120-200	60.99
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	100-42120-200	25.03
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	100-42120-212	-34.89
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	100-42120-212	2,277.89
WINDOM AREA HEALTH	314699268	06/14/2022	POLICE/MEDICAL FEES	100-42120-305	40.00
US BANK	05-20-2022	06/14/2022	Storm Training	100-42120-308	-450.00
AT & T MOBILITY	287293102788X06032022	06/14/2022	POLICE/TELEPHONE	100-42120-321	691.92
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-42120-322	37.00
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-42120-322	116.00
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-42120-322	7.38
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-42120-322	7.38
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-42120-322	5.80
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-42120-322	5.10
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-42120-322	5.10
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-42120-322	4.50
LEASE FINANCE PARTNERS	3250 5-20-22	06/01/2022	DATA PROCESSING	100-42120-326	534.00
LANGUAGE LINE SERVICES, IN	10554034	06/14/2022	POLICE/INTERPRETATION FEE	100-42120-327	182.48
COTTONWOOD VET CLINIC	12967 05-30-2022	06/14/2022	POLICE/BRUNO	100-42120-334	236.66
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-42120-340	70.00
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	100-42120-405	49.98
ENTERPRISE FM TRUST	06-03-2022	06/14/2022	POLICE/VEHICLE LEASE	100-42120-419	274.09
FORD MOTOR CREDIT CO LLC	1770821	06/01/2022	VEHICLE LEASE	100-42120-419	663.95
US BANK	05-20-2022	06/14/2022	National K9	100-42120-433	180.00
WINDOM FIRE & SAFETY, LLC	0007901	06/03/2022	MISC	100-42120-480	75.90
Activity 42120 - Crime Control Total:					5,202.96

Activity: 42220 - Fire Fighting

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-42220-200	7.73
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	100-42220-212	103.30
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Fire operating supplies	100-42220-217	14.58
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	100-42220-217	61.75
HEIMAN FIRE EQUIP. CO	0909202-IN	05/25/2022	UNIFORMS	100-42220-218	933.00
MN FIRE SERVICE CERTIFICATI	10123	06/06/2022	TRAINING & REGISTRATION	100-42220-308	960.00
HOMETOWN SANITATION SER	0000466132	06/07/2022	REFUSE DISPOSAL	100-42220-384	48.59
HEIMAN FIRE EQUIP. CO	0909580-IN	06/06/2022	MAINTENANCE - OFFICE	100-42220-404	99.04
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	100-42220-404	9.78
EMERGENCY APPARATUS MAI	123257	06/06/2022	MAINTENANCE - VEHICLE	100-42220-405	828.22
EMERGENCY APPARATUS MAI	123258	06/06/2022	MAINTENANCE - VEHICLE	100-42220-405	1,452.11
LUCAN COMMUNITY TV INC	1271	05/18/2022	MAINTENANCE - VEHICLE	100-42220-405	140.00
US BANK	05-20-2022	06/14/2022	Northstar Flag & Flag	100-42220-406	204.63
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Fire maint grounds	100-42220-406	195.94
Activity 42220 - Fire Fighting Total:					5,058.67

Activity: 42700 - Animal Control

COTTONWOOD VET CLINIC	249688	06/07/2022	CITY POUND	100-42700-300	87.50
Activity 42700 - Animal Control Total:					87.50

Activity: 43100 - Streets

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-43100-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	100-43100-200	25.03
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	100-43100-212	-36.51
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	100-43100-212	2,137.88
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Street operating supply	100-43100-217	9.99
COUNTRY PRIDE SERVICE	9008657	06/01/2022	OPERATING SUPPLIES	100-43100-217	30.00
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	100-43100-217	61.75
COUNTRY PRIDE SERVICE	90090000	06/06/2022	STREET MAINTENANCE MATE	100-43100-224	60.00
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	100-43100-321	42.01
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	100-43100-322	2.11
HOMETOWN SANITATION SER	0000466076	06/02/2022	REFUSE DISPOSAL	100-43100-384	102.98
LAMPERTS YARDS, INC.	6384260	06/08/2022	ST DEPT BUILDING	100-43100-401	451.97
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	100-43100-404	30.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDOM AUTO VALU	MAY 2022	06/08/2022	MAINTENANCE 3400540	100-43100-405	182.99
Activity 43100 - Streets Total:					3,107.92
Activity: 43210 - Sanitation					
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	100-43210-340	3,093.50
COTTONWOOD CO SOLID WA	#100-43210-384 5-23-22	06/07/2022	REFUSE DISPOSAL	100-43210-384	6,604.60
HOMETOWN SANITATION SER	0000466112	06/02/2022	REFUSE DISPOSAL	100-43210-384	18,127.19
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-43210-384	100.00
Activity 43210 - Sanitation Total:					27,925.29
Activity: 45120 - Recreation					
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-45120-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	100-45120-200	25.03
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Rec materials	100-45120-215	161.97
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-45120-217	25.00
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Rec operating supplies	100-45120-217	25.90
BSN SPORTS, LLC	917274753	06/14/2022	OPERATING SUPPLIES	100-45120-217	1,841.11
MN DEPT OF HEALTH	951679	05/26/2022	OPERATING SUPPLIES	100-45120-217	40.00
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	100-45120-217	13.23
WINDOM AREA SCHOOLS	2575	06/07/2022	wimming Lesson & Youth Acti	100-45120-340	275.00
Activity 45120 - Recreation Total:					2,414.96
Activity: 45202 - Park Areas					
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	100-45202-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	100-45202-200	25.03
COUNTRY PRIDE SERVICE	1801241	06/07/2022	STREET/MOTOR FUELS	100-45202-212	1,416.00
COUNTRY PRIDE SERVICE	1801242	06/07/2022	STREET/MOTOR FUEL	100-45202-212	729.12
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	100-45202-212	246.04
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	100-45202-241	159.99
HOMETOWN SANITATION SER	0000466077	06/02/2022	REFUSE DISPOSALS	100-45202-384	58.98
HOMETOWN SANITATION SER	0000466093	06/02/2022	REFUSE DISPOSAL	100-45202-384	72.78
HOMETOWN SANITATION SER	0000466094	06/02/2022	REFUSE DISPOSAL	100-45202-384	35.99
HOMETOWN SANITATION SER	0000466095	06/02/2022	REFUSE DISPOSAL	100-45202-384	35.99
HOMETOWN SANITATION SER	0000466096	06/02/2022	REFUSE DISPOSAL	100-45202-384	64.97
HOMETOWN SANITATION SER	0000466113	06/02/2022	REFUSE DISPOSAL	100-45202-384	42.99
HOMETOWN SANITATION SER	0000466138	06/02/2022	REFUSE DISPOSAL	100-45202-384	21.98
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Park main structure	100-45202-402	275.74
DUERKSEN ELECTRIC	6343	06/06/2022	CAMPGROUND ELECTRIC	100-45202-405	199.04
SEED CENTER	10265	06/10/2022	MAINTENANCE - GROUNDS	100-45202-406	162.50
ELECTRIC FUND	596	06/08/2022	ELECTRIC - PARK DEPT	100-45202-406	898.28
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	100-45202-406	21.45
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Park maint grounds	100-45202-406	4.59
Activity 45202 - Park Areas Total:					4,479.18
Fund 100 - GENERAL Total:					63,297.32
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
US BANK	05-20-2022	06/14/2022	Amazon - Supplies	211-45501-200	43.01
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	211-45501-200	7.72
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	211-45501-217	61.75
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	211-45501-350	609.43
US BANK	05-20-2022	06/14/2022	time	211-45501-433	30.00
US BANK	05-20-2022	06/14/2022	sports afield	211-45501-433	34.97
US BANK	05-20-2022	06/14/2022	canva	211-45501-433	119.99
US BANK	05-20-2022	06/14/2022	amazon	211-45501-435	192.98
INGRAM INDUSTRIES	59335689	06/08/2022	BOOKS/PAMPHLETS	211-45501-435	700.22
INGRAM INDUSTRIES	59394508	06/08/2022	BOOKS/PAMPHLETS	211-45501-435	153.80
INGRAM INDUSTRIES	59602763	06/08/2022	BOOKS/PAMPHLETS	211-45501-435	394.46
INGRAM INDUSTRIES	59647711	06/08/2022	BOOKS/PAMPHLETS	211-45501-435	92.49
INGRAM INDUSTRIES	59689184	06/08/2022	BOOKS/PAMPHLETS	211-45501-435	132.35
Activity 45501 - Library Total:					2,573.17
Fund 211 - LIBRARY Total:					2,573.17

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	225-45127-200	7.72
RED ROCK RURAL WATER	MAY 2022-AIRPORT	06/01/2022	METER FEE	225-45127-200	2.00
RED ROCK RURAL WATER	MAY 2022-AIRPORT	06/01/2022	SERVICE	225-45127-200	30.50
ELECTRIC FUND	MAY 2022 AIR	06/02/2022	MOTOR FUELS	225-45127-212	68.25
BEST OIL COMPANY	66342	06/02/2022	AIRPORT	225-45127-264	17,941.36
Activity 45127 - Airport Total:					18,049.83
Fund 225 - AIRPORT Total:					18,049.83
Fund: 230 - POOL					
ELISABETH HARDER SHROCK	REFUND 6-8-22	06/08/2022	REFUND- SWIMMING LESSON	230-34721	45.00
ELISABETH HARDER SHROCK	REFUND 6-8-22	06/08/2022	REFUND- SWIMMING LESSON	230-34721	45.00
					90.00
Activity: 45124 - Pool					
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	230-45124-200	25.00
WINDOM FIRE & SAFETY, LLC	0007896	06/14/2022	OPERATING SUPPLIES	230-45124-217	44.95
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	230-45124-217	36.58
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Pool operating supplies	230-45124-217	51.98
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	230-45124-217	13.23
WINDOM AREA SCHOOLS	2575	06/07/2022	wimming Lesson & Youth Acti	230-45124-340	275.00
HOMETOWN SANITATION SER	0000466097	06/01/2022	REFUSE DISPOSAL	230-45124-384	93.03
ELITE MECHANICAL SYSTEMS,	10621	06/14/2022	MAINTENANCE - OFFICE	230-45124-404	1,012.15
Activity 45124 - Pool Total:					1,551.92
Fund 230 - POOL Total:					1,641.92
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	235-42153-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	235-42153-200	25.04
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	235-42153-212	3,789.09
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	235-42153-212	-58.04
BRITTANY ESPENSON - RIVERS	1379	06/07/2022	OPERATING SUPPLIES	235-42153-217	240.00
VAN PAPER COMPANY INC	613686-00	06/07/2022	OPERATING SUPPLIES	235-42153-217	55.10
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	ambulance operating supplies	235-42153-217	11.99
BOUND TREE MEDICAL, LLC	84540348	06/07/2022	OPERATING SUPPLIES	235-42153-217	377.88
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	235-42153-217	61.75
LEWIS FAMILY DRUG, LLC	56-118565800	06/10/2022	OTHER MERCHANDISE - MEDI	235-42153-261	44.97
WINDOM AREA HEALTH	734-0024-05-2022-0024	06/08/2022	NURSING	235-42153-312	3,701.10
AT & T MOBILITY	287304392280X06032022	06/07/2022	AMBULANCE/TELEPHONE	235-42153-321	665.64
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	235-42153-322	1.92
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	235-42153-322	18.75
JUSTIN HARRINGTON	05-30-22 - 06-02-22	06/14/2022	AMBULANCE/MEALS	235-42153-334	35.45
DAN MESNER	05-31-22	06/14/2022	AMBULANCE/MEALS	235-42153-334	50.15
ROB VISKER	06-02-22	06/14/2022	AMBULANCE/MEALS	235-42153-334	37.30
CYNDI HANSEN	06-07-22	06/14/2022	AMBULANCE/MEALS	235-42153-334	35.10
KIM POWERS	06-10-22	06/14/2022	AMBULANCE/MEALS	235-42153-334	22.11
REBEKAH ELLINGSON	06-10-22	06/14/2022	AMBULANCE/MEALS	235-42153-334	37.40
MEGAN BRAMSTEDT	06-9-22 - 06-12-22	06/14/2022	AMBULANCE/MEALS	235-42153-334	146.12
HOMETOWN SANITATION SER	0000466132	06/07/2022	REFUSE DISPOSAL	235-42153-384	32.40
US BANK	05-20-2022	06/14/2022	allied	235-42153-404	652.48
GE PRECISION HEALTHCARE LL	4000035889	06/10/2022	MAINTENANCE - OFFICE	235-42153-404	280.00
US BANK	05-20-2022	06/14/2022	siriusxm	235-42153-405	289.41
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Ambulance maint grounds	235-42153-406	95.99
Activity 42153 - Ambulance Total:					10,656.82
Fund 235 - AMBULANCE Total:					10,656.82
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
US BANK	05-20-2022	06/14/2022	Adobe	250-46520-200	16.02
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	250-46520-200	7.72

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INDOFF, INC	3571729	06/14/2022	SUPPLIES - PAPER	250-46520-200	30.50
INDOFF, INC	3572494	06/14/2022	SUPPLIES - LABELS	250-46520-200	22.50
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	250-46520-200	25.03
SCHRADEL LAW OFFICE	MAY 22 EDA	06/07/2022	LEGAL FEES	250-46520-304	1,965.00
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	250-46520-321	27.06
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	250-46520-322	0.63
LOOP NET	116145140-1	06/09/2022	ADVERTISING	250-46520-340	69.00
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	250-46520-340	929.20
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	250-46520-350	203.00
FEDERATED RURAL ELECTRIC	MAY 22	06/07/2022	SERVICE	250-46520-381	24.00
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	250-46520-404	20.00
COTTONWOOD CO RECORDER	MAY 22	06/07/2022	INTERGOVERNMENTAL FEES	250-46520-443	46.00
Activity 46520 - EDA Total:					3,385.66
Fund 250 - EDA GENERAL Total:					3,385.66

Fund: 252 - EDA SCDP

Activity: 46520 - EDA

SW MN HOUSING PARTNERSH	CDAP-17-0039-O-FY18 13	06/09/2022	PAYMENTS TO OTHER ORGANI	252-46520-491	7,302.50
Activity 46520 - EDA Total:					7,302.50
Fund 252 - EDA SCDP Total:					7,302.50

Fund: 261 - TIF 1-21 TIBODEAU'S CENTER

Activity: 46530 - TIF Districts

WINDSTREAM INNS LLC & SW	1ST PAYMENT 2022	06/15/2022	TIF PAYMENTS	261-46530-482	40,253.55
Activity 46530 - TIF Districts Total:					40,253.55
Fund 261 - TIF 1-21 TIBODEAU'S CENTER Total:					40,253.55

Fund: 266 - TIF 1-10 RUNNINGS

Activity: 46530 - TIF Districts

J R & R PARTNERSHIP	JUNE & DEC. TIF	06/07/2022	2022 YR TAX INCREMENT	266-46530-482	42,742.23
Activity 46530 - TIF Districts Total:					42,742.23
Fund 266 - TIF 1-10 RUNNINGS Total:					42,742.23

Fund: 270 - TIF 1-16 GDF DISTRICT

Activity: 46530 - TIF Districts

GDF PROPERTIES LLC	JUNE TIF PAYMENT	06/14/2022	JUNE TIF PAYMENTS	270-46530-482	4,871.84
Activity 46530 - TIF Districts Total:					4,871.84
Fund 270 - TIF 1-16 GDF DISTRICT Total:					4,871.84

Fund: 271 - TIF 1- 18 AG BUILDERS GDF

Activity: 46530 - TIF Districts

AG BUILDERS	1ST 1/2 PAYMENT	06/07/2022	1ST HALF INCREMENT PAYME	271-46530-482	6,058.24
Activity 46530 - TIF Districts Total:					6,058.24
Fund 271 - TIF 1- 18 AG BUILDERS GDF Total:					6,058.24

Fund: 276 - TIF 1-20 NEW VISION

Activity: 46530 - TIF Districts

NEW VISION COOP	1ST PAYMENT 2022	06/15/2022	TIF PAYMENT	276-46530-482	15,347.64
Activity 46530 - TIF Districts Total:					15,347.64
Fund 276 - TIF 1-20 NEW VISION Total:					15,347.64

Fund: 401 - GENERAL CAPITAL PROJECTS

Activity: 49950 - Capital Outlay

GOPHER	#IN177210	06/10/2022	WAH TENNIS COURTS	401-49950-504	1,446.66
GOPHER	#IN180498	06/10/2022	WAH TENNIS COURTS	401-49950-504	750.40
Activity 49950 - Capital Outlay Total:					2,197.06
Fund 401 - GENERAL CAPITAL PROJECTS Total:					2,197.06

Fund: 601 - WATER

Activity: 49400 - Water

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	601-49400-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	601-49400-200	25.04
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	601-49400-212	441.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	05-20-2022	06/14/2022	USA BLUE BOOK	601-49400-216	58.92
CHAD BRAND	5-23-22 BOOTS	06/10/2022	EXPENSE REINBURSEMENT	601-49400-217	150.00
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	601-49400-217	31.98
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	601-49400-217	61.75
RED ROCK RURAL WATER	MAY 2022-JOHNSON AUTO	06/01/2022	WATER 104328	601-49400-217	34.00
SCHRAMMEL LAW OFFICE	MAY 22 PUC	06/03/2022	LEGAL FEES	601-49400-304	360.00
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	601-49400-321	91.22
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	601-49400-322	0.87
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	601-49400-322	145.76
SECR REV FUND/CITY OF WD	JUN 22	06/07/2022	POSTAGE/CLEAN UP TAGS	601-49400-322	10.20
FEDERATED RURAL ELECTRIC	MAY 22	06/07/2022	SERVICE	601-49400-381	32.00
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Water maint structure	601-49400-402	88.98
US BANK	05-20-2022	06/14/2022	Locators & Supplies	601-49400-405	231.92
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Water maint vehicle	601-49400-405	13.99
BARGEN INC	222261	05/26/2022	MAINTENANCE - DISTRIBUTIO	601-49400-408	2,934.80
ADVANTAGE COLLECTION PR	379620601	06/03/2022	UNCOLLECTIBLE	601-49400-432	17.75
				Activity 49400 - Water Total:	4,738.31
				Fund 601 - WATER Total:	4,738.31

Fund: 602 - SEWER

Activity: 49450 - Sewer

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	602-49450-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	602-49450-200	25.03
WINDOM AUTO VALU	MAY 2022	06/08/2022	MAINTENANCE 3400540	602-49450-212	12.46
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	602-49450-212	478.12
US BANK	05-20-2022	06/14/2022	Hach - Chemical	602-49450-216	58.92
EOSI - Environmental Operati	42660	05/26/2022	CHEMICALS	602-49450-216	19,735.30
US BANK	05-20-2022	06/14/2022	Locators & Supplies	602-49450-217	514.80
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	602-49450-217	61.75
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	602-49450-241	69.86
RYAN ANDERSON	5-4-22 MWOA MEETING	06/10/2022	MEETING ATTENDANCE FEE	602-49450-308	60.00
US BANK	05-20-2022	06/14/2022	Hach - Chemical	602-49450-310	367.92
MN VALLEY TESTING	1143853	05/24/2022	SEWER/LAB TESTING	602-49450-310	170.80
MN VALLEY TESTING	1143910	05/24/2022	SEWER/LAB TESTING	602-49450-310	266.80
MN VALLEY TESTING	1143937	05/24/2022	SEWER/LAB TESTING	602-49450-310	122.40
MN VALLEY TESTING	1145015	05/31/2022	LAB TESTING	602-49450-310	170.80
MN VALLEY TESTING	1145048	05/31/2022	LAB TESTING	602-49450-310	106.80
MN VALLEY TESTING	1145209	05/31/2022	LAB TESTING	602-49450-310	266.80
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	602-49450-321	121.23
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	602-49450-322	145.76
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	602-49450-322	0.63
HOMETOWN SANITATION SER	0000466079	06/03/2022	REFUSE DISPOSAL	602-49450-384	104.98
US BANK	05-20-2022	06/14/2022	ups	602-49450-404	31.98
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	602-49450-404	589.97
US BANK	05-20-2022	06/14/2022	FLEET FARM	602-49450-405	231.93
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	602-49450-405	63.97
ADVANTAGE COLLECTION PR	379620601	06/03/2022	UNCOLLECTIBLE	602-49450-432	30.74
				Activity 49450 - Sewer Total:	23,817.47
				Fund 602 - SEWER Total:	23,817.47

Fund: 604 - ELECTRIC

ELECTRIC FUND	300-INVENTORY	06/14/2022	EL WMU	604-14200	26.89
ELK RIVER WINLECTRIC	355999 01	05/13/2022	EL/INVENTORY	604-14200	431.89
DAKOTA SUPPLY GROUP	S101780248.001	06/06/2022	INVENTORY	604-14200	6,461.96
DAKOTA SUPPLY GROUP	S101787602.001	06/01/2022	INVENTORY	604-14200	3,160.98
GARY GOLDSCHMIDT DBA GO	11475	06/14/2022	EL/FUEL TANK PROJECT	604-16300	6,000.00
MINNESOTA PETROLEUM SER	425304	06/14/2022	EL/FUEL TANK PROJECT	604-16300	296,898.85
ELECTRIC FUND	5/30/22 - 6/12/22	06/14/2022	HYLIFE UPGRADE	604-16300	5,636.37
ELECTRIC FUND	593	06/07/2022	HYLIFE UPGRADE	604-16300	9,519.87
ELECTRIC FUND	599	06/10/2022	HYLIFE UPGRADE	604-16300	296.47
ELECTRIC FUND	601	06/14/2022	EL HYLIFE UPGRADE	604-16300	295.31

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Payment Dates: 6/4/2022 - 6/17/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Electric Fixed Asset Infrastruct	604-16300	79.65
BOBETTE HODGMAN	DEPOSIT REFUND- B. HODGM	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	300.00
JOHN JR BELT	DEPOSIT REFUND- BELT	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	300.00
DAVID TRAN	DEPOSIT REFUND- D. TRAN	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	176.85
JUAN AC HERNANDEZ	DEPOSIT REFUND- HERNANDE	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	300.00
OSVALDO SERRATO LULE	DEPOSIT REFUND- LULE	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	274.12
SHANNON MENSSEN	DEPOSIT REFUND- MENSSEN	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	300.00
RICHARD & EDYTHE MOHLEN	DEPOSIT REFUND- MOHLENC	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	300.00
ROSALITA OLKERIIL	DEPOSIT REFUND- OLKERIIL	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	300.00
FRANK L YOUNGWIRTH	DEPOSIT REFUND- YOUNGWI	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	200.06
MITCHELL & ALYSSA GINDELE	DEPOSIT REFUND-GINDELE	06/09/2022	ELECTRIC DEPOSIT REFUND	604-22000	300.00
					331,559.27

Activity: 49550 - Electric

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	604-49550-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	604-49550-200	25.04
AMAZON CAPITAL SERVICES, I	1HTV-QPQV-PHLT	06/01/2022	CLEANING/SUPPLIES	604-49550-211	89.90
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	604-49550-212	1,017.63
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Electric operating supplies	604-49550-217	15.98
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	604-49550-217	61.75
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	604-49550-241	573.00
STAPLES OIL CO	69784916	06/06/2022	MERCHANDISE FOR RESALE	604-49550-262	30,742.50
STAPLES OIL CO	6978584	05/13/2022	MERCHANDISE FOR RESALE	604-49550-262	4,809.00
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	604-49550-321	80.02
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	604-49550-322	145.76
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	604-49550-322	0.63
GOLDEN WEST TECH & INT SO	220500271	06/07/2022	DISPATCHING	604-49550-325	47.10
HOMETOWN SANITATION SER	0000466080	06/06/2022	REFUSE DISPOSAL	604-49550-384	104.98
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Electric maint structure	604-49550-402	115.76
GDF ENTERPRISES, INC	A22134	06/14/2022	EL/MAIN./OFFICE	604-49550-404	57.61
JORDAN BUSSA	046	06/07/2022	MAINTENANCE - GROUNDS	604-49550-406	184.60
GDF ENTERPRISES, INC	23646	06/09/2022	MAINTENANCE - GROUNDS	604-49550-406	640.18
BARNETT PRO CARE	483	06/07/2022	MAINTENANCE - GROUNDS	604-49550-406	65.00
BARNETT PRO CARE	520	06/06/2022	MAINTENANCE - GROUNDS	604-49550-406	65.00
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	604-49550-406	279.13
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Electric maint grounds	604-49550-406	70.16
ELECTRIC FUND	594	06/07/2022	DISTRIBUTION	604-49550-408	417.56
ELECTRIC FUND	595	06/07/2022	TRUCK STOCK	604-49550-408	23.45
ELECTRIC FUND	603	06/14/2022	EL DISTRIBUTION	604-49550-408	11.77
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	604-49550-408	217.97
DICKS WELDING INC	72581	06/01/2022	MAINTENANCE-DISTRIBUTIO	604-49550-408	79.06
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Electric maint distribution	604-49550-408	13.63
ADVANTAGE COLLECTION PR	379620601	06/03/2022	UNCOLLECTIBLE	604-49550-432	113.98
MN DEPT OF COMMERCE	1000048178	06/07/2022	CONSERVATION - ENERGY REB	604-49550-433	364.66
MN DEPT OF COMMERCE	1000048178	06/07/2022	CONSERVATION - ENERGY REB	604-49550-450	1,052.35
BRANDON PLETCHER	B. PLETCHER ENERGY REBATE	06/08/2022	ELECTRIC - ENERGY REBATE	604-49550-450	362.50
JENS HANSEN	J. HANSEN ENERGY REBATE	06/08/2022	ELECTRIC - ENERGY REBATE	604-49550-450	237.50

Activity 49550 - Electric Total: 42,092.88

Fund 604 - ELECTRIC Total: 373,652.15

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

MN Pera	INV0002122	06/17/2022	PERA refund Jessica Foy 2019	609-49751-121	-443.55
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	609-49751-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	609-49751-200	25.04
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Liquor cleaning supplies	609-49751-211	13.99
BEVERAGE WHOLESALERS	221876	05/27/2022	BEER/OPERATING SUPPLIES	609-49751-217	100.00
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Liquor operating supplies	609-49751-217	9.59
AH HERMEL COMPANY	927240/927240	05/20/2022	LIQUOR S/OPERATING SUPPLI	609-49751-217	220.42
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	609-49751-217	88.21
BELLBOY CORP	0094908600	05/25/2022	LIQUOR S./MERCHANDISE	609-49751-251	316.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHNSON BROS.	2060004	05/31/2022	LIQUOR, FREIGHT	609-49751-251	3,204.39
JOHNSON BROS.	2065222	06/03/2022	LIQUOR/FREIGHT	609-49751-251	2,541.83
SOUTHERN GLAZER'S OF MN	2213518	05/20/2022	LIQUOR S./LIQUOR/FREIGHT	609-49751-251	6,514.22
BREAKTHRU BEVERAGE MN	344266739	05/27/2022	LIQUOR	609-49751-251	3,108.07
PHILLIPS WINE & SPIRITS	6402413	05/26/2022	LIQUOR/FREIGHT	609-49751-251	5,649.73
PHILLIPS WINE & SPIRITS	6406241	06/03/2022	LIQUOR/FREIGHT	609-49751-251	2,362.00
BLUE CLOUD DISTRIBUTION O	100960001	06/07/2022	LIQUOR S./BEER	609-49751-252	4,056.00
BEVERAGE WHOLESALERS	218881-1	06/01/2022	LIQUOR S./BEER	609-49751-252	-178.85
BEVERAGE WHOLESALERS	219609	05/20/2022	LIQUOR S./BEER	609-49751-252	140.00
BEVERAGE WHOLESALERS	219980	05/20/2022	LIQUOR S./BEER	609-49751-252	6,757.12
BEVERAGE WHOLESALERS	219980 CREDIT	05/25/2022	BEER	609-49751-252	-17.50
BEVERAGE WHOLESALERS	221090	05/27/2022	BEER, SOFT DRINKS & MIXES	609-49751-252	14,454.11
BEVERAGE WHOLESALERS	221876	05/27/2022	BEER/OPERATING SUPPLIES	609-49751-252	793.60
BEVERAGE WHOLESALERS	222189	06/03/2022	BEER/SOFT DRINKS & MIXES	609-49751-252	13,714.71
ARTISAN BEER COMPANY	3537880	05/31/2022	BEER	609-49751-252	285.80
ARTISAN BEER COMPANY	3539473	06/03/2022	BEER	609-49751-252	112.30
BELLBOY CORP	0094908600	05/25/2022	LIQUOR S./MERCHANDISE	609-49751-253	208.00
PAUSTIS WINE COMPANY	166884	06/03/2022	WINE/FREIGHT	609-49751-253	432.00
JOHNSON BROS.	203494	06/06/2022	WINE	609-49751-253	-13.34
JOHNSON BROS.	203495	06/06/2022	WINE	609-49751-253	-26.66
JOHNSON BROS.	2060005	05/31/2022	WINE, SOFT DRINKS & MIXES,	609-49751-253	796.04
JOHNSON BROS.	2065223	06/03/2022	WINE/SOFT DRINKS & MIXES/	609-49751-253	627.48
SOUTHERN GLAZER'S OF MN	2213519	05/20/2022	LIQUOR S./WINE/FREIGHT	609-49751-253	450.00
BREAKTHRU BEVERAGE MN	344266739	05/27/2022	WINE	609-49751-253	148.00
PHILLIPS WINE & SPIRITS	6402414	05/31/2022	WINE,FREIGHT	609-49751-253	1,061.54
PHILLIPS WINE & SPIRITS	6406242	06/03/2022	WINE/FREIGHT	609-49751-253	238.82
MORGAN CREEK VINEYARDS	6458	06/01/2022	WINE	609-49751-253	301.80
BELLBOY CORP	0105155600	05/20/2022	LIQUOR S./MERCHANDISE	609-49751-254	46.00
JOHNSON BROS.	2060005	05/31/2022	WINE, SOFT DRINKS & MIXES,	609-49751-254	37.00
JOHNSON BROS.	2065223	06/03/2022	WINE/SOFT DRINKS & MIXES/	609-49751-254	37.00
BEVERAGE WHOLESALERS	221090	05/27/2022	BEER, SOFT DRINKS & MIXES	609-49751-254	327.00
BEVERAGE WHOLESALERS	222189	06/03/2022	BEER/SOFT DRINKS & MIXES	609-49751-254	56.00
BREAKTHRU BEVERAGE MN	344266739	05/27/2022	SOFT DRINKS & MIXES	609-49751-254	187.45
AH HERMEL COMPANY	927242/927242	05/20/2022	LIQUOR S/MERCHANDISE	609-49751-254	91.07
AH HERMEL COMPANY	927242/927242	05/20/2022	LIQUOR S/MERCHANDISE	609-49751-256	494.17
WATERVILLE FOOD & ICE	02-227227	05/24/2022	ICE/FREIGHT	609-49751-257	419.20
WATERVILLE FOOD & ICE	02-227258	06/01/2022	ICE/FREIGHT	609-49751-257	160.00
BELLBOY CORP	0105155600	05/20/2022	LIQUOR S./MERCHANDISE	609-49751-261	19.50
AH HERMEL COMPANY	927242/927242	05/20/2022	LIQUOR S/MERCHANDISE	609-49751-261	18.20
AH HERMEL COMPANY	C81345/C81345	06/01/2022	LIQUOR S./OTHER MERCHAN	609-49751-261	-218.87
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	609-49751-322	5.71
BELLBOY CORP	0094908600	05/25/2022	LIQUOR S./MERCHANDISE	609-49751-333	10.68
BELLBOY CORP	0105155600	05/20/2022	LIQUOR S./MERCHANDISE	609-49751-333	3.31
WATERVILLE FOOD & ICE	02-227227	05/24/2022	ICE/FREIGHT	609-49751-333	5.25
WATERVILLE FOOD & ICE	02-227258	06/01/2022	ICE/FREIGHT	609-49751-333	5.25
PAUSTIS WINE COMPANY	166884	06/03/2022	WINE/FREIGHT	609-49751-333	8.75
JOHNSON BROS.	2060004	05/31/2022	LIQUOR, FREIGHT	609-49751-333	79.95
JOHNSON BROS.	2060005	05/31/2022	WINE, SOFT DRINKS & MIXES,	609-49751-333	31.16
JOHNSON BROS.	2065222	06/03/2022	LIQUOR/FREIGHT	609-49751-333	42.42
JOHNSON BROS.	2065223	06/03/2022	WINE/SOFT DRINKS & MIXES/	609-49751-333	27.28
SOUTHERN GLAZER'S OF MN	2213518	05/20/2022	LIQUOR S./LIQUOR/FREIGHT	609-49751-333	100.44
SOUTHERN GLAZER'S OF MN	2213519	05/20/2022	LIQUOR S./WINE/FREIGHT	609-49751-333	14.69
BREAKTHRU BEVERAGE MN	344266739	05/27/2022	FREIGHT	609-49751-333	66.91
PHILLIPS WINE & SPIRITS	6402413	05/26/2022	LIQUOR/FREIGHT	609-49751-333	99.75
PHILLIPS WINE & SPIRITS	6402414	05/31/2022	WINE,FREIGHT	609-49751-333	47.44
PHILLIPS WINE & SPIRITS	6406241	06/03/2022	LIQUOR/FREIGHT	609-49751-333	25.33
PHILLIPS WINE & SPIRITS	6406242	06/03/2022	WINE/FREIGHT	609-49751-333	5.54
AH HERMEL COMPANY	927242/927242	05/20/2022	LIQUOR S/MERCHANDISE	609-49751-333	8.95
MN XTREME BULL RIDING	0124556	06/14/2022	LIQUOR S./SPONSORSHIP	609-49751-340	700.00
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	609-49751-340	1,911.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CULLIGAN	29943	06/10/2022	WATER UTILITY	609-49751-382	21.38
HOMETOWN SANITATION SER	0000461329	05/10/2022	LIQUOR S./REFUSE DISPOSAL	609-49751-384	177.99
HOMETOWN SANITATION SER	0000466078	06/06/2022	REFUSE DISPOSAL	609-49751-384	177.99
HOMETOWN SANITATION SER	0000466078	06/06/2022	REFUSE DISPOSAL	609-49751-384	177.99
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Liquor maint office	609-49751-404	199.99
Activity 49751 - Liquor Store Total:					73,688.34
Fund 609 - LIQUOR STORE Total:					73,688.34

Fund: 614 - TELECOM

INTERNAL REVENUE SERVICE	JUN-22 DEPOSIT	06/10/2022	BI-WEEKLY DEPOSIT	614-20201	500.00
INTERNAL REVENUE SERVICE	MAY-22 FINAL	06/10/2022	EXCISE TAX POSTING	614-20201	332.80
MN 9-1-1 PROGRAM	MAY 2022	06/08/2022	SEPT 911 SERVICE	614-20206	994.68
					1,827.48

Activity: 49870 - Telecom

US BANK	05-20-2022	06/14/2022	hy-vee	614-49870-200	50.65
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	614-49870-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	614-49870-200	25.03
CITY LAUNDERING CO.	1770057	05/26/2022	CLEANING/SUPPLIES	614-49870-211	21.38
CITY LAUNDERING CO.	S1717323-00	06/03/2022	CLEANING/SUPPLIES	614-49870-211	-0.07
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	614-49870-212	399.12
AMAZON CAPITAL SERVICES, I	1JV9-TDMV-PYWL	05/24/2022	TELECOM/OPERATING SUPPLI	614-49870-217	123.40
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	614-49870-217	105.85
JORDAN BUSSA	0040379	06/09/2022	UNIFORMS	614-49870-218	150.00
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Telecom utility system	614-49870-227	35.48
MESSER MACHINE & MFG. CO	8328680	06/07/2022	UTILITY SYSTEM	614-49870-227	945.00
MN DEPT OF COMMERCE	1000047889	06/09/2022	LEGAL FEES	614-49870-304	424.54
INTERSTATE TRS FUND	82580760053-0522	06/14/2022	INTERSTATE CONTRIBUTION P	614-49870-304	333.06
INTERSTATE TRS FUND	82580760053-0522	06/14/2022	INTERSTATE CONTRIBUTION P	614-49870-304	119.01
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	614-49870-321	246.05
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	614-49870-322	17.13
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	614-49870-322	145.76
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	614-49870-340	614.56
HOMETOWN SANITATION SER	0000466081	06/09/2022	REFUSE DISPOSAL	614-49870-384	92.98
US BANK	05-20-2022	06/14/2022	Ebay	614-49870-401	102.61
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Telecom services	614-49870-401	63.42
HEARTLAND SECURITY SERVIC	710141	06/09/2022	MAINTENANCE - OFFICE	614-49870-404	120.00
HEARTLAND SECURITY SERVIC	713400	06/09/2022	MAINTENANCE - OFFICE	614-49870-404	200.00
HEARTLAND SECURITY SERVIC	713720	06/09/2022	MAINTENANCE - OFFICE	614-49870-404	1.80
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	614-49870-405	26.99
ADVANTAGE COLLECTION PR	379620601	06/03/2022	UNCOLLECTIBLE	614-49870-432	27.04
CENTURY LINK	517468	05/26/2022	TRANSMISSION FEES	614-49870-441	277.31
AZAR COMPUTER SOFTWARE	142260	06/14/2022	TELECOM/SUBSCRIBER FEES	614-49870-442	2,145.00
DISPLAY SYSTEMS INTERNATI	24711	06/09/2022	SUBSCRIBER FEES	614-49870-442	198.44
ARVIG ENTERPRISES, INC	326027	05/26/2022	SUBSCRIBER FEES	614-49870-442	358.00
E-911 - INDEPENDENT EMERG	100-0141 6-1-22	06/09/2022	SWITCH FEES	614-49870-445	40.00
WOODSTOCK COMMUNICATI	10202931	06/09/2022	SWITCH FEES	614-49870-445	205.10
NENA - CID	300016965	04/19/2022	TELECOM/SWITCH FEES	614-49870-445	255.00
US BANK	05-20-2022	06/14/2022	Dream Host Web Hosting	614-49870-447	139.00
MANKATO NETWORKS, LLC	389438	06/09/2022	INTERNET EXPENSE	614-49870-447	277.50
MANKATO NETWORKS, LLC	389536	06/09/2022	INTERNET EXPENSE	614-49870-447	1,053.17
MANKATO NETWORKS, LLC	389549	06/09/2022	INTERNET EXPENSE	614-49870-447	370.00
HURRICANE ELECTRIC LLC	98420756-IN	06/09/2022	INTERNET EXPENSE	614-49870-447	4,100.00
GOLDEN WEST TECH & INT SO	220500212	06/09/2022	ON CALL SUPPORT	614-49870-448	113.87
Activity 49870 - Telecom Total:					13,930.90
Fund 614 - TELECOM Total:					15,758.38

Fund: 615 - ARENA

Activity: 49850 - Arena

BEIM CONSULTING	1840	06/14/2022	SUPPLIES	615-49850-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	615-49850-200	25.03
CITY LAUNDERING CO.	1770054	06/07/2022	CLEANING/SUPPLIES	615-49850-211	50.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	615-49850-212	406.88
PETERSON SMITH GRAVEL INC	4421	06/07/2022	OPERATING SUPPLIES	615-49850-217	739.20
RUNNINGS SUPPLY, INC	71920 05-31-22	06/13/2022	MAINTENANCE	615-49850-217	246.85
SCHWALBACH HARDWARE	72861 05-31-22	06/13/2022	Arena operating supplies	615-49850-217	113.26
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	615-49850-217	61.75
SCHRAMMEL LAW OFFICE	MAY 22 CIVIL	06/07/2022	615304	615-49850-304	315.00
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	615-49850-321	60.56
MN DEPT OF HEALTH	951663	05/26/2022	LICENSE FEES	615-49850-444	40.00
Activity 49850 - Arena Total:					2,066.25
Fund 615 - ARENA Total:					2,066.25
Fund: 617 - M/P CENTER					
SECR REV FUND/CITY OF WD	EVENT 6-11-22	06/07/2022	PETTY CASH	617-10200	1,500.00
					1,500.00

Activity: 49860 - M/P Center

US BANK	05-20-2022	06/14/2022	levenger	617-49860-200	96.17
BEIM CONSULTING	1840	06/14/2022	SUPPLIES	617-49860-200	7.72
QUADIENT LEASING USA, INC	N9426124	06/03/2022	SUPPLIES	617-49860-200	25.04
US BANK	05-20-2022	06/14/2022	hy-vee	617-49860-211	4.69
CITY LAUNDERING CO.	1770055	05/31/2022	CLEANING/SUPPLIES	617-49860-211	354.15
WEX BANK	MAY 2022	06/09/2022	MOTOR FUELS - WEX	617-49860-212	118.38
US BANK	05-20-2022	06/14/2022	Webstaurant	617-49860-217	355.57
MN DEPT OF HEALTH	939825	05/26/2022	OPERATING SUPPLIES	617-49860-217	40.00
A & B BUSINESS	IN952344	06/07/2022	MAINTENANCE CONTRACT	617-49860-217	61.75
RITA HACKER -CREATIVE DESI	780	06/08/2022	UNIFORMS	617-49860-218	42.00
RIVER BEND LIQUOR	MAY 2022	06/08/2022	LIQUOR/BEER/SOFT DRINKS &	617-49860-251	893.46
RIVER BEND LIQUOR	MAY 2022	06/08/2022	LIQUOR/BEER/SOFT DRINKS &	617-49860-252	63.16
US BANK	05-20-2022	06/14/2022	HyVee	617-49860-254	29.03
US BANK	05-20-2022	06/14/2022	HyVee	617-49860-254	121.16
US BANK	05-20-2022	06/14/2022	HyVee	617-49860-254	152.40
US BANK	05-20-2022	06/14/2022	HyVee	617-49860-254	92.27
US BANK	05-20-2022	06/14/2022	HyVee	617-49860-254	12.34
US BANK	05-20-2022	06/14/2022	HyVee	617-49860-254	41.88
US BANK	05-20-2022	06/14/2022	HyVee	617-49860-254	25.74
RIVER BEND LIQUOR	MAY 2022	06/08/2022	LIQUOR/BEER/SOFT DRINKS &	617-49860-254	41.77
VERIZON WIRELESS	9907264602	06/03/2022	TELEPHONE	617-49860-321	41.21
USPS-POC	4/1/22 - 6/10/22	06/10/2022	POSTAGE MACHINE	617-49860-322	1.90
US BANK	05-20-2022	06/14/2022	Wix.com	617-49860-340	100.85
US BANK	05-20-2022	06/14/2022	Facebook - Advertising	617-49860-340	71.11
CITIZEN PUBLISHING CO	MAY 22	06/07/2022	ADVERTISING/PRINTING	617-49860-340	278.34
HOMETOWN SANITATION SER	0000466082	06/07/2022	REFUSE DISPOSAL	617-49860-384	158.98
HOMETOWN SANITATION SER	0000466083	06/02/2022	REFUSE DISPOSAL	617-49860-384	78.99
Activity 49860 - M/P Center Total:					3,310.06
Fund 617 - M/P CENTER Total:					4,810.06

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0002125	06/17/2022	Federal Tax Withholding	700-21701	11,191.93
MN Department of Revenue -	INV0002126	06/17/2022	State Withholding	700-21702	5,442.93
Internal Revenue Service-Payr	INV0002125	06/17/2022	Social Security	700-21703	14,168.42
MN Pera	INV0002122	06/17/2022	PERA	700-21704	924.26
MN Pera	INV0002122	06/17/2022	PERA	700-21704	415.00
MN Pera	INV0002122	06/17/2022	PERA	700-21704	13,512.75
MN Pera	INV0002122	06/17/2022	PERA	700-21704	8,970.81
MN State Deferred	INV0002123	06/17/2022	Deferred Compensation	700-21705	5,576.91
MN State Deferred	INV0002123	06/17/2022	Deferred Roth	700-21705	1,425.00
MN CHILD SUPPORT PAYMEN	INV0002118	06/03/2022	Child Support Payment	700-21709	103.36
Internal Revenue Service-Payr	INV0002125	06/17/2022	Medicare Withholding	700-21711	4,152.28
FURTHER (Select Account)	40257130	06/07/2022	FLEXING SPENDING	700-21712	1,111.37
FURTHER (Select Account)	40264594	06/14/2022	FLEX SPENDING	700-21712	701.92

Expense Approval Report

Payment Dates: 6/4/2022 - 6/17/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FURTHER (Select Account)	INV0002121	06/17/2022	HSA Employee Contribution	700-21723	578.92
					<u>68,275.86</u>
				Fund 700 - PAYROLL Total:	<u>68,275.86</u>
				Grand Total:	<u>785,184.60</u>

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	63,297.32
211 - LIBRARY	2,573.17
225 - AIRPORT	18,049.83
230 - POOL	1,641.92
235 - AMBULANCE	10,656.82
250 - EDA GENERAL	3,385.66
252 - EDA SCDP	7,302.50
261 - TIF 1-21 TIBODEAU'S CENTER	40,253.55
266 - TIF 1-10 RUNNINGS	42,742.23
270 - TIF 1-16 GDF DISTRICT	4,871.84
271 - TIF 1- 18 AG BUILDERS GDF	6,058.24
276 - TIF 1-20 NEW VISION	15,347.64
401 - GENERAL CAPITAL PROJECTS	2,197.06
601 - WATER	4,738.31
602 - SEWER	23,817.47
604 - ELECTRIC	373,652.15
609 - LIQUOR STORE	73,688.34
614 - TELECOM	15,758.38
615 - ARENA	2,066.25
617 - M/P CENTER	4,810.06
700 - PAYROLL	68,275.86
Grand Total:	785,184.60

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	76.66
100-34403	Spring Clean-up	3,510.00
100-34781	Recreation Fees Non Tax	174.00
100-41110-200	Office Supplies	7.73
100-41110-304	Legal Fees	46.00
100-41110-326	Data Processing	16.02
100-41110-350	Printing & Design	624.00
100-41110-433	Dues & Subscriptions	7,684.00
100-41310-200	Office Supplies	32.77
100-41310-217	Other Operating Supplie	252.10
100-41310-322	Postage	288.29
100-41310-331	Travel Expense	90.68
100-41310-350	Printing & Design	1,265.84
100-41910-200	Office Supplies	78.01
100-41910-212	Motor Fuels	118.45
100-41910-321	Telephone	41.21
100-41910-322	Postage	105.18
100-41910-350	Printing & Design	407.00
100-41910-443	Intergovernmental Fees	92.00
100-41940-384	Refuse Disposal	102.98
100-41940-409	Repairs & Maint - Utilitie	7.92
100-42120-200	Office Supplies	222.72
100-42120-212	Motor Fuels	2,243.00
100-42120-305	Medical & Dental Fees	40.00
100-42120-308	Training & Registrations	-450.00
100-42120-321	Telephone	691.92
100-42120-322	Postage	188.26
100-42120-326	Data Processing	534.00
100-42120-327	Interpretation Fees	182.48
100-42120-334	Meals/Lodging	236.66
100-42120-340	Advertising & Promotion	70.00
100-42120-405	Repairs & Maint - Vehicl	49.98

Account Summary

Account Number	Account Name	Payment Amount
100-42120-419	Vehicle Lease	938.04
100-42120-433	Dues & Subscriptions	180.00
100-42120-480	Other Miscellaneous	75.90
100-42220-200	Office Supplies	7.73
100-42220-212	Motor Fuels	103.30
100-42220-217	Other Operating Supplie	76.33
100-42220-218	Uniforms	933.00
100-42220-308	Training & Registrations	960.00
100-42220-384	Refuse Disposal	48.59
100-42220-404	Repairs & Maint - M&E	108.82
100-42220-405	Repairs & Maint - Vehicl	2,420.33
100-42220-406	Repairs & Maint - Groun	400.57
100-42700-300	Charges for Services	87.50
100-43100-200	Office Supplies	32.75
100-43100-212	Motor Fuels	2,101.37
100-43100-217	Other Operating Supplie	101.74
100-43100-224	Street Maint Materials	60.00
100-43100-321	Telephone	42.01
100-43100-322	Postage	2.11
100-43100-384	Refuse Disposal	102.98
100-43100-401	Repairs & Maint - Buildi	451.97
100-43100-404	Repairs & Maint - M&E	30.00
100-43100-405	Repairs & Maint - Vehicl	182.99
100-43210-340	Advertising & Promotion	3,093.50
100-43210-384	Refuse Disposal	24,831.79
100-45120-200	Office Supplies	32.75
100-45120-215	Materials & Equipment	161.97
100-45120-217	Other Operating Supplie	1,945.24
100-45120-340	Advertising & Promotion	275.00
100-45202-200	Office Supplies	32.75
100-45202-212	Motor Fuels	2,391.16
100-45202-241	Small Tools	159.99
100-45202-384	Refuse Disposal	333.68
100-45202-402	Repairs & Maint - Struct	275.74
100-45202-405	Repairs & Maint - Vehicl	199.04
100-45202-406	Repairs & Maint - Groun	1,086.82
211-45501-200	Office Supplies	50.73
211-45501-217	Other Operating Supplie	61.75
211-45501-350	Printing & Design	609.43
211-45501-433	Dues & Subscriptions	184.96
211-45501-435	Books and Pamphlets	1,666.30
225-45127-200	Office Supplies	40.22
225-45127-212	Motor Fuels	68.25
225-45127-264	Merchandise For Resale	17,941.36
230-34721	Pool Instruction	90.00
230-45124-200	Office Supplies	25.00
230-45124-217	Other Operating Supplie	146.74
230-45124-340	Advertising & Promotion	275.00
230-45124-384	Refuse Disposal	93.03
230-45124-404	Repairs & Maint - M&E	1,012.15
235-42153-200	Office Supplies	32.76
235-42153-212	Motor Fuels	3,731.05
235-42153-217	Other Operating Supplie	746.72
235-42153-261	Other Merchandise-Med	44.97
235-42153-312	Nursing	3,701.10
235-42153-321	Telephone	665.64
235-42153-322	Postage	20.67
235-42153-334	Meals/Lodging	363.63

Account Summary

Account Number	Account Name	Payment Amount
235-42153-384	Refuse Disposal	32.40
235-42153-404	Repairs & Maint - M&E	932.48
235-42153-405	Repairs & Maint - Vehicl	289.41
235-42153-406	Repairs & Maint - Groun	95.99
250-46520-200	Office Supplies	101.77
250-46520-304	Legal Fees	1,965.00
250-46520-321	Telephone	27.06
250-46520-322	Postage	0.63
250-46520-340	Advertising & Promotion	998.20
250-46520-350	Printing & Design	203.00
250-46520-381	Electric Utility	24.00
250-46520-404	Repairs & Maint - M&E	20.00
250-46520-443	Intergovernmental Fees	46.00
252-46520-491	Payments to Other Orga	7,302.50
261-46530-482	TIF Payments	40,253.55
266-46530-482	TIF Payments	42,742.23
270-46530-482	TIF Payments	4,871.84
271-46530-482	TIF Payments	6,058.24
276-46530-482	TIF Payments	15,347.64
401-49950-504	Capital Outlay - Parks	2,197.06
601-49400-200	Office Supplies	32.76
601-49400-212	Motor Fuels	441.41
601-49400-216	Chemicals and Chemical	58.92
601-49400-217	Other Operating Supplie	277.73
601-49400-304	Legal Fees	360.00
601-49400-321	Telephone	91.22
601-49400-322	Postage	156.83
601-49400-381	Electric Utility	32.00
601-49400-402	Repairs & Maint - Struct	88.98
601-49400-405	Repairs & Maint - Vehicl	245.91
601-49400-408	Repairs & Maint - Distrib	2,934.80
601-49400-432	Uncollectible	17.75
602-49450-200	Office Supplies	32.75
602-49450-212	Motor Fuels	490.58
602-49450-216	Chemicals and Chemical	19,794.22
602-49450-217	Other Operating Supplie	576.55
602-49450-241	Small Tools	69.86
602-49450-308	Training & Registrations	60.00
602-49450-310	Lab Testing	1,472.32
602-49450-321	Telephone	121.23
602-49450-322	Postage	146.39
602-49450-384	Refuse Disposal	104.98
602-49450-404	Repairs & Maint - M&E	621.95
602-49450-405	Repairs & Maint - Vehicl	295.90
602-49450-432	Uncollectible	30.74
604-14200	Inventory	10,081.72
604-16300	Improvements Other Th	318,726.52
604-22000	Prepayments	2,751.03
604-49550-200	Office Supplies	32.76
604-49550-211	Cleaning Supplies	89.90
604-49550-212	Motor Fuels	1,017.63
604-49550-217	Other Operating Supplie	77.73
604-49550-241	Small Tools	573.00
604-49550-262	Merchandise for Resale -	35,551.50
604-49550-321	Telephone	80.02
604-49550-322	Postage	146.39
604-49550-325	Dispatching	47.10
604-49550-384	Refuse Disposal	104.98

Account Summary

Account Number	Account Name	Payment Amount
604-49550-402	Repairs & Maint - Struct	115.76
604-49550-404	Repairs & Maint - M&E	57.61
604-49550-406	Repairs & Maint - Groun	1,304.07
604-49550-408	Repairs & Maint - Distrib	763.44
604-49550-432	Uncollectible	113.98
604-49550-433	Dues & Subscriptions	364.66
604-49550-450	Conservation	1,652.35
609-49751-121	PERA Contributions	-443.55
609-49751-200	Office Supplies	32.76
609-49751-211	Cleaning Supplies	13.99
609-49751-217	Other Operating Supplie	418.22
609-49751-251	Liquor	23,697.08
609-49751-252	Beer	40,117.29
609-49751-253	Wine	4,223.68
609-49751-254	Soft Drinks & Mix	781.52
609-49751-256	Tobacco Products	494.17
609-49751-257	Ice	579.20
609-49751-261	Other Merchandise	-181.17
609-49751-322	Postage	5.71
609-49751-333	Freight and Express	583.10
609-49751-340	Advertising & Promotion	2,611.00
609-49751-382	Water Utility	21.38
609-49751-384	Refuse Disposal	533.97
609-49751-404	Repairs & Maint - M&E	199.99
614-20201	Excise Tax Payable	832.80
614-20206	911 TAP & TACIP Fees CI	994.68
614-49870-200	Office Supplies	83.40
614-49870-211	Cleaning Supplies	21.31
614-49870-212	Motor Fuels	399.12
614-49870-217	Other Operating Supplie	229.25
614-49870-218	Uniforms	150.00
614-49870-227	Utility System Maint Sup	980.48
614-49870-304	Legal Fees	876.61
614-49870-321	Telephone	246.05
614-49870-322	Postage	162.89
614-49870-340	Advertising & Promotion	614.56
614-49870-384	Refuse Disposal	92.98
614-49870-401	Repairs & Maint - Buildi	166.03
614-49870-404	Repairs & Maint - M&E	321.80
614-49870-405	Repairs & Maint - Vehicl	26.99
614-49870-432	Uncollectible	27.04
614-49870-441	Transmission Fees	277.31
614-49870-442	Subscriber Fees	2,701.44
614-49870-445	Switch Fees	500.10
614-49870-447	Internet Expense	5,939.67
614-49870-448	On-Call Support	113.87
615-49850-200	Office Supplies	32.75
615-49850-211	Cleaning Supplies	50.00
615-49850-212	Motor Fuels	406.88
615-49850-217	Other Operating Supplie	1,161.06
615-49850-304	Legal Fees	315.00
615-49850-321	Telephone	60.56
615-49850-444	License Fees	40.00
617-10200	Petty Cash	1,500.00
617-49860-200	Office Supplies	128.93
617-49860-211	Cleaning Supplies	358.84
617-49860-212	Motor Fuels	118.38
617-49860-217	Other Operating Supplie	457.32

Account Summary

Account Number	Account Name	Payment Amount
617-49860-218	Uniforms	42.00
617-49860-251	Liquor	893.46
617-49860-252	Beer	63.16
617-49860-254	Soft Drinks & Mix	516.59
617-49860-321	Telephone	41.21
617-49860-322	Postage	1.90
617-49860-340	Advertising & Promotion	450.30
617-49860-384	Refuse Disposal	237.97
700-21701	Federal Withholding	11,191.93
700-21702	State Withholding	5,442.93
700-21703	FICA Tax Withholding	14,168.42
700-21704	PERA Contributions	23,822.82
700-21705	Retirement	7,001.91
700-21709	Wage Levy	103.36
700-21711	Medicare Tax Withholdi	4,152.28
700-21712	Flex Account	1,813.29
700-21723	HSA Employee Contribu	578.92
	Grand Total:	785,184.60

Project Account Summary

Project Account Key	Payment Amount
None	785,184.60
Grand Total:	785,184.60

CJW
6/16/22

RESOLUTION #2022-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

**A RESOLUTION EXPRESSING SINCERE APPRECIATION TO
DAWN AAMOT FOR HONORABLE AND
DEVOTED PUBLIC SERVICE
TO THE CITY OF WINDOM, MINNESOTA**

WHEREAS, the City of Windom wishes to express grateful recognition and appreciation to **DAWN AAMOT** for her untiring and valuable service faithfully rendered to the City of Windom commencing on December 7, 1987, through June 25, 2022.

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 **Dawn Aamot** its expressions of appreciation for serving the City well, and its best wishes for the years to come.

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

Adopted this 21st day of June, 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: JIM HARTSHORN, INTERIM EDA DIRECTOR
CC MEETING DATE: JUNE 21, 2022
RE: CONTRACT FOR PRIVATE REDEVELOPMENT – WINDOM APARTMENTS LLC
DEPT: EDA
CONTACT: Jim Hartshorn, Interim EDA Director at 832-8661 or jim.hartshorn@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action at this meeting:

Review and adopt a Resolution approving the Development Agreement between the City and Windom Apartments LLC for the apartment units to be constructed on property at 1925 North Redding Avenue.

Issue Summary/Background

Since 2021, HyLife Foods Windom (“HyLife”) has been working with the EDA concerning HyLife’s purchase of the Spec Building property at 1925 North Redding Avenue for the purpose of constructing workforce housing for their employees. The EDA and HyLife entered into an Option Agreement in December 2021.

Since that time, HyLife has been working with Headwaters Development LLC (“Headwaters”) concerning the proposed apartment buildings. HyLife assigned its interest in the Option Agreement to Headwaters and the EDA approved the assignment.

Subsequently a new limited liability corporation, known as Windom Apartments LLC (“Windom Apts.”), was formed to purchase the Spec Building property, construct the new apartment units, and manage the property. The EDA Board also approved the assignment of the Option Agreement from Headwaters to Windom Apts. *(This LLC is not affiliated in any way with the property or the owners of the property located on Sixth Avenue South which is commonly referred to as “Windom Apartments”).*

Windom Apts. submitted written notice to the EDA of its exercise of the Option to purchase the EDA Spec Building on the terms set forth in the Option Agreement. The EDA Board held a public hearing on June 13, 2022, and thereafter adopted a Resolution approving the sale of this property to Windom Apts. for the sum of \$250,000.

Windom Apts. proposes to construct 60 housing units (6 buildings with 8 four-bedroom units and 2 two-bedroom units per building) on the property.

Windom Apts. has requested tax increment financing (“TIF”) for TIF-eligible expenses in the amount of Nine Hundred Eighty-three Thousand Three Hundred Sixteen Dollars (\$983,316) which is payable over the term of 9 years.

EDA Staff has worked with Ehlers & Associates and Fryberger, Buchanan, Smith & Frederick, P.A. on the proposed Contract for Private Redevelopment ("Development Agreement"). The Development Agreement outlines the development and design requirements, terms of the tax increment financing agreement, and other stipulations and agreements between the City and the Developer. There are provisions that any sale or transfer of the property by the Developer during the construction period and for 5 years after receipt of the Certificate of Completion requires the written consent of the City. The Development Agreement also includes a covenant that the Developer, and any transferees of the property, shall maintain the property as market-rate workforce non-subsidized rental housing for a minimum of 25 years from the date of receipt of the Certificate of Completion.

TIF is necessary to make this project feasible. The City is only obligated to pay tax increment to the Developer from the tax increment that is generated by the new apartment units to be constructed on the property. No other City funds are obligated for the payment of this TIF assistance.

Fiscal Impact

The TIF incentive requested by Windom Apartments LLC is \$983,316. Based on information provided to him by the Developer and County Assessor, Todd Hagen from Ehlers is estimating a taxable market value of the project of \$7,400,000 and annual gross tax increment of over \$116,000 per year after completion of all of the buildings. However, his estimates are only preliminary as we do not know future valuations of the property and tax rates.

Attachments

1. Contract for Private Redevelopment – Windom Apartments LLC
2. Resolution Approving Assistance to Windom Apartments LLC.

CONTRACT FOR PRIVATE REDEVELOPMENT

by and among

CITY OF WINDOM, MINNESOTA

and

WINDOM APARTMENTS LLC

dated as of

June __, 2022

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, Minnesota 55802

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CONTRACT FOR PRIVATE REDEVELOPMENT

This CONTRACT FOR PRIVATE REDEVELOPMENT (this "Agreement") is made as of June, 2022, by and among the CITY OF WINDOM, MINNESOTA, a municipal corporation and political subdivision, (the "City"), and WINDOM APARTMENTS LLC, a Minnesota limited liability company (the "Developer").

RECITALS

A. The City is authorized to exercise development and redevelopment powers within its jurisdiction pursuant to Minnesota Statutes, Sections 469.124 through 469.133 (the "Development District Act"), and Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act").

B. In furtherance of the objectives of the Development District Act, the City has undertaken a program to stimulate new development in areas of the City that are already built up in order to provide employment opportunities; to improve the tax base; to improve the general economy of the State of Minnesota (the "State"); to provide impetus for commercial development; to protect pedestrians from vehicle traffic and inclement weather; to provide the necessary linkage between peripheral parking facilities and places of employment and shopping; to provide off-street parking to serve the shoppers and employees of the district; to provide open space relief within the district; and to provide other facilities as are outlined in the Development Program (the "Development Program") for Redevelopment District No. 1, as amended, (the "Development District") approved by the City.

C. The City has additionally established Tax Increment Financing District No. 1-22 (a Redevelopment District) located in the Development District (hereinafter referred to as the "TIF District") pursuant to the TIF Act and adopted a Tax Increment Financing Plan therefor (hereinafter referred to as the "TIF Plan") prepared in accordance with the TIF Act.

D. In order to further the objectives of the Development Program, the EDA is prepared to convey for fair market value to the Developer certain real property located in the TIF District, more particularly described in **Exhibit B** (the "Development Property"), on which the Developer intends to construct market-rate multifamily residential rental apartment buildings.

E. In order to achieve the objectives of the Development Program, the City is considering providing substantial aid and assistance through tax increment financing to finance the redevelopment of the Development Property.

F. The City believes that the redevelopment of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements.

G. This Agreement was approved by the City Council on June ____, 2022.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them covenant and agree as follows:

ARTICLE I DEFINITIONS; EXHIBITS; RECITALS

Section 1.1 Definitions. As used in this Agreement, the following terms have the following respective meanings:

"Act" means collectively the Development District Act and the TIF Act.

"Agreement" means this Contract for Private Redevelopment, as originally executed or as it may from time to time be modified, amended or supplemented pursuant to the provisions hereof.

"Auditor-Treasurer" means the Cottonwood County Auditor-Treasurer.

"Available Tax Increment" means 90 percent of the Tax Increment received by the City from the County with respect to the Project from the TIF District during the six months preceding any Payment Date.

"Certificate of Completion" means the Certificate of Completion, in substantially the form attached hereto as **Exhibit A**, to be provided by the City to the Developer pursuant to this Agreement as set forth in Section 5.4 hereof.

"City" means the City of Windom, Minnesota, a municipal corporation and political subdivision.

"City Administrator" means the Administrator of the City.

"City Council" means the City Council of the City of Windom, Minnesota.

"Compliance Period" means 25 years from the date of receipt of the Certificate of Completion.

"Completion Date" means the date when the Developer receives a certificate of occupancy from the City for the Project, which shall occur on or before December 30, 2024.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Development Property which (a) shall be the plans and drawings and related documents in conformance with City's building and zoning requirements which documents have been or will be submitted for approval to the City's Building & Zoning Official and Development Director, and (b) shall include at least the following: (i) site plan; (ii) foundation plan; (iii) utility plan, (iv) grading and drainage plan, (v) structural, electrical, and plumbing plans for each building, (vi) floor plan for each floor; (vii) cross sections of the building (length and width) and elevations (all sides); (viii) landscape plan; and (ix) a narrative description on exterior building materials.

"County" means Cottonwood County, Minnesota.

“Developer” means WINDOM APARTMENTS LLC, a Minnesota limited liability company.

“Development District” means Development District No. 1 established by the City pursuant to the Development District Act on July 31, 1984.

“Development District Act” means Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended.

“Development Program” means the Development Program for the Development District approved by the City for the Development District, as amended and modified and as may be further amended or modified.

“Development Property” means the real property described in **Exhibit B** of this Agreement.

“Event of Default” has the meaning provided in Section 8.1 hereof.

“Indemnified Parties” has the meaning provided in Section 6.3 hereof.

“Minimum Improvements” has the meaning provided in Section 2.3 hereof.

“Net Proceeds” means the net proceeds of any insurance award to the Developer with respect to damage of the Minimum Improvements.

“Payment Date” means on or before July 15th and December 31st of each year, which are payment dates under the TIF Note, and are expected to commence on July 15, 2025, depending on the date of completion of the Project, and continue through the earlier of (i) December 31, 2034, or (ii) the date the Developer has been paid the Reimbursement Amount.

“Project” means the Development Property, the Site Improvements and the Minimum Improvements.

“Purchase Price” means the purchase price to be paid by the Developer for the Development Property in the amount of \$250,000.

“Reimbursement Amount” means an amount not to exceed the lesser of (i) the amount actually expended on Site Improvement Costs prior to the Completion Date; or (ii) the sum of Nine Hundred Eighty-three Thousand Three Hundred Sixteen Dollars (\$983,316).

“Remedial Work” has the meaning provided in Section 2.2(l) hereof.

“Site Improvements” means the activities identified on **Exhibit C** hereto.

“State” means the State of Minnesota.

“Tax Official” means any County Assessor, County or State Board of Equalization, the County Auditor-Treasurer, the Commissioner of Revenue of the State or any State or federal district court, the tax court of the State or the State Supreme Court.

"Tax Increment" means that portion of the real property taxes which are paid with respect to the Development Property and the improvements thereon, subject to Section 4.3 hereof, and which are remitted to the City as tax increment of the TIF District pursuant to the TIF Act. The term Tax Increment does not include any amounts retained by or payable to the State Auditor under Section 469.177, Subd. 11 of the TIF Act or any amounts retained or payable to the County for administrative fees.

"Termination Date" refers to the termination date of the TIF District pursuant to Minnesota Statutes. The termination date for this TIF District was extended by Special Law, 2021 First Special Session, of the Minnesota Legislature adopted on July 20, 2021, in Chapter 14, Article 9, Section 12. The termination date was extended for a period of five years and now means December 31, 2049.

"TIF Act" means Minnesota Statutes, Sections 469.174 to 469.1794, as amended.

"TIF District" means Tax Increment Financing District No. 1-22 located within the Development District which qualifies as a redevelopment district under the TIF Act.

"TIF Note" means the Tax Increment Revenue Note which is expected to be executed and delivered by the City to Developer pursuant to Section 4.2 to provide the funds for payment of a portion of the Site Improvement Costs, as described in Section 4.2 hereto; the definition of the TIF Note shall include any notes thereafter issued to re-fund the TIF Note.

"TIF Plan" means the Tax Increment Financing Plan for the TIF District, as such plan may be amended or modified.

"Transfer" has the meaning provided in Article VI hereof.

"Unavoidable Delays" means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, severe or prolonged bad weather, acts of nature, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state, or local government unit (other than the City) which directly result in delays, and any delays resulting from other causes which are beyond the reasonable control of the party to be excused.

Section 1.2 Recitals. The foregoing recitals are true and accurate and incorporated by reference herein.

Section 1.3 Exhibits. The Exhibits to this Agreement are the following:

- (a) Exhibit A: Form of Certificate of Completion
- (b) Exhibit B: Legal Description of Development Property
- (c) Exhibit C: Site Improvements
- (d) Exhibit D: Form of Tax Increment Note

ARTICLE II – REPRESENTATIONS AND WARRANTIES; MINIMUM IMPROVEMENTS

Section 2.1 Representations, Warranties and Covenants by the City. The City represents, warrants and covenants that:

(a) The City has authority to exercise economic development powers under the Development District Act and the TIF Act and has the power to enter into this Agreement and to carry out its obligations hereunder.

(b) The Development District was created, adopted and approved in accordance with the terms of the Development District Act.

(c) TIF District No. 1-22 is a redevelopment district within the meaning of Section 469.174, Subdivision 10 of the TIF Act and was created, adopted and approved in accordance with the terms of the TIF Act.

(d) No part of this Agreement shall be construed as a representation or warranty of the City as to the condition (including soil condition) of the Development Property or as to its suitability for the Developer's purposes and needs.

(e) The City will act in a timely manner, consistent with statutory and the City's procedural requirements, with regard to all approvals required under this Agreement.

(f) Based on the information provided to the City by the Developer, the City has determined that the financial assistance contemplated by this Agreement is not considered a business subsidy under Minnesota Statutes, Sections 116J.993 through 116J.995, also commonly referred to as the State's Business Subsidy Act, because this financial assistance is for housing.

(g) No job and wage goals are being imposed as part of this Agreement for the Project.

Section 2.2 Representations, Warranties and Covenants by the Developer. The Developer represents, warrants, covenants, acknowledges and agrees that:

(a) WINDOM APARTMENTS LLC is a Minnesota limited liability company duly organized and existing under the laws of the State, is qualified to do business in the State, and is not in violation of any provisions of law or regulations of the State.

(b) WINDOM APARTMENTS LLC ("Developer") acknowledges that it is purchasing the Development Property from the Economic Development Authority of Windom. The Developer acknowledges that there is a warehouse building (approximately 28,000 square feet) on the property. The Developer acknowledges it is purchasing the Development Property and the building "as is" with no warranties by the EDA or the City.

(c) The Developer will construct, operate and maintain the Minimum Improvements upon the Development Property (or will cause the Project to be constructed, operated and maintained) in accordance with the terms of this Agreement, the Development Program, and all

local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or will constitute a default under any of the foregoing.

(e) The Developer will promptly advise the City in writing of and cooperate with the City with respect to any litigation commenced with respect to the Development Property or the Minimum Improvements, except for litigation in which the City and the Developer are adverse parties.

(f) The Developer reasonably believes that the financing commitments which are available to the Developer to finance construction and equipping of the Minimum Improvements, together with the Developer's equity, will be sufficient to enable the Developer to successfully complete the Minimum Improvements in conformance with the Construction Plans and in accordance with the schedule contemplated in this Agreement.

(g) The construction of the Minimum Improvements would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(h) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed in accordance with the timelines set forth in Section 5.3 hereof.

(i) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(j) The Developer has not received any notice or communication from local, state or federal officials or any private party that the Developer's activities respecting the Development Property or the construction of the Minimum Improvements on the Development Property may or will be in violation of any law or regulation (including environmental laws and regulations).

(k) The Developer has relied on its own estimate or verification of the fair market value of the Minimum Improvements and the Development Property, the estimate of taxes and the Available Tax Increment, and has not relied on any estimates provided by the City.

(l) The Developer agrees that there shall be no discrimination related to the Project because of race, sex, age, sexual orientation or religious, political or other similar affiliations.

(m) If any investigation, site monitoring, containment, clean-up, removal, restoration, or other remedial work (the "Remedial Work") of any kind is necessary under any applicable

local, State or federal laws or regulations, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of Hazardous Substance on or under the Development Property, the Developer shall assume responsibility for all such Remedial Work resulting from the Developer's activities on the Development Property and all costs and expenses of such Remedial Work shall be paid by the Developer. Without limiting the foregoing, nothing contained in this paragraph shall be construed or interpreted in such a way to adversely affect the ability of the Developer to seek reimbursement of the cost of any Remedial Work undertaken by the Developer from the federal government, State or other third party.

(n) If requested, the Developer will work with the City to coordinate reasonable pedestrian access to and from the Project to improve safety and pedestrian access. Said pedestrian accesses would work towards connections with the Windom Recreation Area and Tegel's Park.

(o) Developer will not sell or transfer the Project within 5 years from the date of receipt of the Certificate of Completion, without written consent from the City.

(p) Developer will continue to operate (or cause to be operated) the Project as a market-rate (non-subsidized) multifamily residential apartment building during the Compliance Period.

Section 2.3 Minimum Improvements. The Project shall include the following minimum improvements (the "Minimum Improvements"):

(a) Market-rate (non-subsidized) multi-family residential apartment buildings (the "Apartment Buildings") comprised of 6 buildings with 10 units each.

(b) The quality of materials used in constructing the Apartment Buildings shall meet the following minimum requirements: i) quality exterior siding; ii) roofing with a minimum 20-year guaranteed life; iii) no maintenance, quality brand windows; and iv) durable signage.

(c) The Apartment Buildings shall include, but not be limited to, the following common amenities: i) utilize Windomnet fiber-optic internet access.

(d) The parking spaces on the site shall comply with the City's parking requirement. (The parking requirement for multi-family housing in the City is 2 parking spots per unit.)

(e) Comply with the City's greenspace requirement. (The greenspace requirement for R-3 in the City is a minimum of 350 square feet of greenspace per unit.)

ARTICLE III – CONDITIONS PRECEDENT; ACKNOWLEDGMENT

Section 3.1 Conditions Precedent. The City's obligation to aid and assist the Developer's proposed redevelopment of the Development Property in accordance with the Development Program, the TIF Plan and this Agreement, including through the assistance of tax increment financing to finance certain Site Improvement Costs described in Section 4.1 herein, shall be subject to the following conditions precedent:

(a) The Developer shall be in material compliance with all terms and provisions of this Agreement.

(b) The Developer shall have submitted evidence, in a form reasonably acceptable to the City, of financing for the Project for the construction and equipping of the Minimum Improvements.

(c) The Construction Plans for the Minimum Improvements have been submitted and approved pursuant to Section 5.2 hereof.

(d) The Developer shall have entered into a contract or contracts for construction of all or substantially all of the Minimum Improvements.

(e) The Project is in full compliance with all applicable planning, zoning and subdivision regulations of the City.

(f) The City Administrator has issued and delivered a Certificate of Completion to the Developer.

The Developer agrees that if the conditions precedent provided above are not satisfied by Completion Date, the City shall have no obligation under this Agreement.

Section 3.2 Payment of Administrative Costs. The Developer will reimburse the City for all out-of-pocket costs incurred by the City in connection with review and analysis of the development proposed under this Agreement and negotiation of this Agreement and any related agreements and documents (collectively, the "Administrative Costs") up to the amount of \$5,000. Any Administrative Costs in excess of \$5,000 shall be divided equally between the Developer and the Economic Development Authority of Windom. However, the Developer shall not be responsible for payment of or contribution towards any Administrative Costs, as set forth above, that exceed the total amount of \$10,000. The Administrative Costs include fees paid to attorneys and to the City's financial advisor. The City will be reimbursed for all costs of the City incurred with respect to administering the TIF District from Tax Increment retained by the City. Such costs include, but are not limited to legal fees, postage, publication costs, long distance telephone charges, printing and photo duplication costs, fees and disbursements of the City's financial and tax increment advisor, legal fees and recording fees, among others.

ARTICLE IV – SITE IMPROVEMENT COSTS; PAYMENTS

Section 4.1 Site Improvement Costs. In order to complete the Minimum Improvements, the Developer agrees that it will need to complete, and that it will complete, certain Site Improvements to the Development Property, including earth work (the "Site Improvements"). Before commencement of the Site Improvements to be reimbursed with the TIF Note, the Developer must furnish to the City Administrator copies of the construction contract or contracts for such Site Improvements then in existence and all subcontracts, if any, together with a list of the names and addresses of all contractors and subcontractors for the Site Improvements, and a written certificate from a licensed architect or engineer that the costs of such contracts are commercially reasonable. As the Developer enters into additional contracts for such Site Improvements, it shall provide or update the information required in the previous sentence. At reasonable intervals during construction of the Site Improvements, or at any time

upon request of the City, the Developer shall submit to the City, in a form satisfactory to the City Administrator, written evidence of costs incurred and paid for Site Improvements, the presently estimated costs for which are set forth in **Exhibit C**. Such evidence shall include, at a minimum, paid invoices or comparable evidence of payment. By no later than 60 days after the date required for completion of the Minimum Improvements under Section 5.3 hereof, the Developer shall have submitted evidence for all Site Improvement Costs.

Section 4.2 Financing for Certain Site Improvement Costs.

(a) The Developer certifies that the Site Improvement and land acquisition costs will not be less than \$983,316. Accordingly, and in consideration of the Developer's obligations and performance under this Agreement, and in order to defray a portion of such costs over time, the City shall execute and deliver to the Developer the TIF Note in the form attached to this Agreement as Exhibit D. The TIF Note shall be executed and delivered by the City to Developer no later than 30 days after the Developer complies with paragraph (c) of this Section 4.2 so long as no Event of Default exists which has not been cured under this Agreement:

(b) The Developer acknowledges and agrees, as provided in the TIF Note, that payments under the TIF Note are to be made only as and to the extent that the City shall be able to receive and retain Available Tax Increment on the Payment Dates specified in the TIF Note. The City shall not be obligated to make any payment or any further payment or payments as provided in the TIF Note if:

(i) There is an Event of Default by the Developer under this Agreement that has not been cured as of the Payment Date; or

(ii) There is a Transfer without prior approval from the City as provided in Article VI hereof.

(c) The Developer further acknowledges and agrees that the City has no obligation to issue and deliver to the Developer the TIF Note until:

(i) The Developer has provided the City with documentation satisfactory to the City (invoices, receipts, canceled checks, etc.) showing payment of at least \$983,316 in costs authorized under the TIF Plan and Section 4.1 of this Agreement, or such lesser amount as may be approved by the City, in which case the TIF Note shall reflect a lesser amount as the maximum principal amount equal to the costs authorized herein; and

(ii) The City has issued the Certificate of Completion for the Minimum Improvements.

(d) The TIF Note will be issued without registration under the State or federal securities laws pursuant to an exemption for such issuance; and, accordingly, the TIF Note may not be assigned or transferred in whole or in part, except in accordance with applicable exemptions from such registration requirements and with the consent of the City. Each assignment or transfer of the TIF Note shall attest full compliance with applicable State and federal security laws.

Section 4.3 No Representation Regarding Available Tax Increment. The City's financial commitment for payment of the TIF Note under this Agreement is a revenue obligation only and will be paid by the City only out of Available Tax Increment for the TIF Note. The City makes no representations or warranties that the Available Tax Increment will be sufficient to pay the Developer on the TIF Note. The Developer acknowledges that Available Tax Increment is subject to calculation by the County and changes in State law and that some or all of the TIF Note may not be paid prior to the earlier of either: i) the maturity of the TIF Note; or ii) the date the TIF District ceases to qualify as such. The Developer acknowledges that the estimates of Available Tax Increment which may have been made by the City or its agents, officers or employees are estimates only, are made for the sole use and benefit of the City, and are not intended for the Developer's reliance.

ARTICLE V – CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 5.1 Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property in conformance with approved Construction Plans. The Developer agrees that at all times it will operate and maintain, preserve and keep the Minimum Improvements or cause such improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof in good repair and condition. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans. The City shall have no obligation whatsoever to operate or maintain the Minimum Improvements.

Section 5.2 Construction Plans.

(a) Before commencement of construction of the Minimum Improvements, the Developer shall submit to the City the Construction Plans. The Construction Plans provide for construction of the Minimum Improvements and shall be in substantial conformity with the Development Program, this Agreement, and all applicable State and local building and zoning laws and regulations. The Building & Zoning Official and Development Director, on behalf of the City, shall review and approve the Construction Plans in writing if: (i) the Construction Plans substantially conform in all material respects to all applicable federal, State and local laws, ordinances, rules, and regulations and (ii) the Construction Plans are adequate to provide for construction of the Minimum Improvements. Review of the Construction Plans also includes a review of the types and quality of building materials, colors and other features on the exterior of the building or on-site. The Development Director shall verify that the Construction Plans substantially conform in all material respects to the terms and conditions of this Agreement relating thereto and no Event of Default has occurred and remains uncured. As soon as the plans for construction of the Minimum Improvements are complete, copies shall be filed with the City Building & Zoning Official.

(b) No approval by the City Building & Zoning Official shall relieve the Developer of the obligation to comply with the terms of this Agreement or of the Development Program, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. If approval of the Construction Plans is requested by the Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the City Building & Zoning Official, in whole or

in part, within 30 days after the date of their receipt by the City. Such rejection shall set forth in detail the reasons therefor. If the City Building & Zoning Official rejects any Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within 30 days after written notification to the Developer of the rejection. The provisions of this Section relate to approval, rejection and resubmission of corrected, amended or changed Construction Plans and shall continue to apply until the Construction Plans have been approved by the City. The City Building & Zoning Official's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements to be constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

(c) If prior to the issuance of the Certificate of Completion for the Minimum Improvements, the Developer desires to make any material change (a change proposing to decrease the construction cost of the Minimum Improvements by an amount in excess of \$100,000, unless the change is due only to a decrease in the cost of a specific product or material) in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. The process for approval of the material change to the Construction Plans shall be as described above.

(d) The Developer certifies that the Construction Plans are in conformance with the Development Program, this Agreement and all applicable State and local building and zoning laws and regulations. The Developer agrees to indemnify, defend and hold harmless the City from any and all claims or causes of action resulting from any alleged defect in the design or construction of the Site Improvements and the Minimum Improvements, subject to the limitations imposed by law.

Section 5.3 Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements by July 1, 2022, and complete construction of the Minimum Improvements by the Completion Date, or on such other date to which the parties shall mutually agree in writing. Notwithstanding the foregoing, if physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) on the Development Property has not commenced within 180 days of closing on the conveyance of the Development Property, the Development Property will be returned to the City and the purchase price will be refunded, less closing costs.

Section 5.4 Certificate of Completion.

(a) Promptly after completion of the Minimum Improvements, in accordance with the provisions of this Agreement, and upon written request made by the Developer, the City will furnish the Developer with a Certificate of Completion in substantially the form set forth in **Exhibit A** attached hereto. Compliance by the Developer with all the terms of this Agreement shall be a condition precedent to the issuance of the Certificate of Completion. The Certificate of Completion for the Minimum Improvements shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to construct the Minimum Improvements. Such Certificate of Completion shall be filed with the Cottonwood County Recorder. The Developer shall pay any filing costs.

(b) If the City determines that it cannot issue the Certificate of Completion, it shall, within ten days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in what respect the Developer has failed to complete either the Minimum Improvements in accordance with the provisions of this Agreement or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary for the Developer to take or perform in order to obtain the respective Certificate of Completion.

Section 5.5 Insurance; Destruction of the Project.

(a) The Developer will provide and maintain, or cause its contractors to provide and maintain, at all times during the process of constructing the Minimum Improvements, an All Risk Broad Form Basis Insurance Policy in amounts and with such coverages as are commercially reasonable for undertakings of similar scope and nature to the Project.

(b) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to or destruction of the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event, the Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage; and, subject to the rights of the Developer's lender, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the Net Proceeds received by the Developer to the payment or reimbursement of the cost thereof. The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements whether or not the Net Proceeds received by Developer for such purposes are sufficient to pay for the same. Any Net Proceeds remaining after completion of such repairs, reconstruction and restoration shall be the property of the Developer.

ARTICLE VI – PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION

Section 6.1 Representation as to Redevelopment. The Developer represents and agrees that its undertakings with respect to the Development Property pursuant to the Agreement are and will be used for the purpose of redevelopment of the Development Property.

Section 6.2 Prohibitions Against Transfer of Development Property and Assignment of Agreement. The Developer represents and agrees that prior to completion of the Minimum Improvements and prior to the issuance of the Certificate of Completion for the Minimum Improvements:

(a) Except only by way of security for the purposes of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to completing the Minimum Improvements under this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same (collectively, a "Transfer"), without the prior written approval of the City, which approval shall not be unreasonably withheld. In the event the City approves a Transfer, the City will

complete a written statement indicating whether the Developer, before or at the time of the Transfer, has been or is in default as to any of the obligations of this Agreement, and stating that this Agreement is in full force and effect between the transferee and the City.

(b) In the event the Developer, upon Transfer, seeks to be released from and seeks to assign its rights and obligations under this Agreement, the City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (i) any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; (ii) any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all the obligations of the Developer under this Agreement; and (iii) there shall be submitted to the City for review all instruments and other legal documents involved in effectuating transfers described herein; and if approved by the City its approval shall be indicated to the Developer in writing. In the absence of specific written agreement by the City to the contrary, no such Transfer approval by the City hereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto. Nor shall the Developer or any other party bound by this Agreement be released from any obligations hereunder without the written release of the City.

(c) After issuance of the Certificate of Completion on the Minimum Improvements, the Developer may transfer or assign any portion of the Development Property or the Minimum Improvements or the Developer's interest in this Agreement without the consent of the City, provided that the transferee or assignee is bound by all the Developer's obligations remaining hereunder. The Developer shall submit to the City written evidence of any such transfer or assignment, including the transferee or assignee's express assumption of the Developer's obligations under this Agreement. If the Developer fails to provide such evidence of transfer and assumption, the Developer shall remain bound by all its obligations under this Agreement.

Section 6.3 Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, including its independent contractors, consultants, legal counsel, and employees (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person resulting from any defect in the Project, except for loss or damage to property or any injury to or death of any person resulting from any defect in the Project resulting from the negligence, any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(b) Except for the negligence, any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties now and forever and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project, provided that

this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

(c) The City and the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or officers, agents, servants, or employees or any other person who may be about the Development Property or the Minimum Improvements due to any act of negligence of any person, except the Indemnified Parties.

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

(e) This Section 6.3 shall survive the termination of this Agreement.

ARTICLE VII – REAL ESTATE TAXES

Section 7.1 Real Estate Taxes. The Developer shall pay when due, and prior to the imposition of penalty, all real estate taxes and installments of special assessments, if any, payable with respect to the Development Property and the improvements thereon for real estate taxes due and payable in 2023 and thereafter.

Section 7.2 Tax Increment. In order to complete the Minimum Improvements, the Developer agrees that certain improvements are needed to prepare the Development Property for completion and operation of the Minimum Improvements. Accordingly, and in consideration of the Developer's obligations and performance under this Agreement, and in order to defray a portion of such costs, the City shall issue the TIF Note to reimburse the Developer for a portion of the Site Improvement Costs.

Section 7.3. Requests for Reduction of Real Estate Taxes. The Developer acknowledges that the sole source of money to make the payments on the TIF Note is the Available Tax Increment derived from the Development Property and Minimum Improvements. The Developer shall notify the City of any administrative or judicial review affecting the market value of the Development Property and the improvements thereon for real estate tax purposes. In such event, the City will continue to make payments under the TIF Note to the Developer but reduced based upon the Developer's requested reduction in assessed market value and/or real estate taxes, with any additional Tax Increment available for payment being withheld from the Developer until such time that the administrative or judicial review affecting the Development Property and the improvements thereon is finally determined.

Section 7.4 Qualification of the TIF District.

(a) The TIF District constitutes a redevelopment tax increment financing district.

(b) If the City receives notice at any time during the duration of the TIF District from the State Department of Revenue, the State Auditor, Tax Official, or any court of competent jurisdiction that the TIF District does not or ceases to qualify as a redevelopment district, this Agreement shall terminate and the Developer agrees to repay Available Tax Increment in the amounts necessary to satisfy the requirements of State Department of Revenue, the State

Auditor, Tax Official, or any court of competent jurisdiction. The Developer shall indemnify the City for any costs or expenses the City incurs as a result of such non-qualification of the TIF District as a redevelopment district.

Section 7.5 Available Tax Increment Deficiencies. The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Available Tax Increment that will be generated by the Minimum Improvements or that Available Tax Increment will be sufficient to make the payments under Section 4.2 hereunder when due. Any estimates of Available Tax Increment prepared by the City, its financial advisors, or its other officers, agents or employees in connection with the TIF District or this Agreement are for the benefit of the City and are not intended as representation on which the Developer may rely.

ARTICLE VIII – EVENTS OF DEFAULT

Section 8.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events, but only if the subject event has not been cured within 30 days after receipt of written notice of such failure from the City, or if the event is by its nature incurable within 30 days, the Developer does not, within such 30-day period, provide assurances reasonably satisfactory to the City that the failure will be cured as soon as reasonably possible:

(a) Failure by the Developer to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement; or

(b) If the Developer shall:

(1) File any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law;

(2) Make an assignment for benefit of its creditors;

(3) Admit in writing its inability to pay its debts generally as they become due; or

(4) Be adjudicated as bankrupt or insolvent.

Section 8.2 Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs and is continuing, the City may exercise the following rights under this Section 8.2:

(a) The City may suspend its performance under the Agreement and until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement.

(b) The City may cancel and rescind the Agreement.

(c) The City may withhold the Certificate of Completion and the payments under Section 4.2 hereof.

(d) The City may demand the Developer repay a portion of the assistance received under the TIF Note based on the percentage of non-compliance with the requirements of Section 2.2(p) during the Compliance Period.

(e) The City may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce the performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 8.3 Modification for Benefit of Mortgagees. In order to facilitate the obtaining of financing for this construction of the Minimum Improvements, the City agrees to any reasonable modification of Section 5.5 with respect to the disposition of the Net Proceeds to accommodate the interests of the holder of a first mortgage; provided, however, that the City determines, in its reasonable judgment, that any such modification will adequately protect the legitimate interests and security of the City with respect to the Project.

Section 8.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party hereto, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.6 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE IX – ADDITIONAL PROVISIONS

Section 9.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall devote and use the Development Property for market-rate workforce non-subsidized rental housing for a minimum period of 25 years from the date of receipt of the Certificate of Completion. Currently there is a warehouse (approximately 28,000 square feet) located on the property that is leased to a tenant for warehousing purposes. Even though the Development Property was rezoned to R-3, this warehouse use is grandfathered-in and can continue until the use ceases for a period of one year or there is a violation of City Code concerning said use.

Section 9.2 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 9.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by one party to the others shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) In the case of Developer, is mailed to or delivered personally to: WINDOM APARTMENTS LLC, Attention: Michael Hoagberg, Managing Director, 3643 LeRive Way, Chaska, MN 55318;

(b) In the case of the City, is mailed to or delivered personally to 444 Ninth Street, P.O. Box 38, Windom, Minnesota 56101-0038; Attention: City Administrator;

Or at such other address with respect to either such party hereto as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 9.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.5 Law Governing. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

Section 9.6 Amendments. This Agreement may be amended in writing upon mutual agreement of the City and the Developer.

Section 9.7 Recording. The Developer or the City on behalf of the Developer shall record this Agreement and any amendments thereto, or a Memorandum of this Agreement and any amendments thereto, with the Cottonwood County Recorder. The Developer shall pay all costs for recording.

Section 9.8 Survival. All of the terms, representations, warranties and covenants in this Agreement shall survive and remain in force for the benefit of the parties after the delivery to the Developer of the Deed and the Certificate of Completion as provided herein, except for those covenants and restrictions specifically released by the Certificate of Completion.

Section 9.9 Termination of Agreement. This Agreement shall terminate on the earlier of (i) the Termination Date; (ii) the date the Agreement is canceled and rescinded under Section 3.1 or 8.2 hereof; or (iii) such other date as is mutually agreeable to the parties hereto. Except for Section 6.3, the Developer shall have no obligations under this Agreement after the Termination Date. At the request of the Developer, the City shall provide an acknowledgment, in recordable form, that the Termination Date has occurred.

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed as of the date first above written.

CITY OF WINDOM, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

The foregoing instrument was acknowledged before me on _____, 2022, by _____ and _____, the Mayor and City Administrator, respectively, of the City of Windom, Minnesota, a municipal corporation and political subdivision, on behalf of the City.

Notary Public

(Signature page to Contract for Private Redevelopment by and between the City of Windom, Minnesota and WINDOM APARTMENTS LLC.)

WINDOM APARTMENTS LLC

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2022, by _____, the _____ of WINDOM APARTMENTS LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

EXHIBIT A
FORM OF CERTIFICATE OF COMPLETION

WHEREAS, the City of Windom, Minnesota, a municipal corporation and political subdivision (the "City"), has entered into a Contract for Private Redevelopment dated as of _____, 2022, with WINDOM APARTMENTS LLC, a Minnesota limited liability company, (the "Developer") recorded in the Office of the County Recorder in and for the County of Cottonwood and the State of Minnesota, as Document No. _____, regarding the land described on Attachment A attached hereto in the County of Cottonwood and the State of Minnesota (collectively, the "Property").

WHEREAS, said Contract for Private Redevelopment incorporated and contained certain covenants and restrictions with regard to the completion of the Minimum Improvements as defined therein; and

WHEREAS, the Developer has, to the present date, performed such covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this Certificate.

NOW, THEREFORE, this is to certify that (1) all building construction and other physical improvements on the Minimum Improvements specified to be done and made by the Developer on the Property have been completed; (2) the covenants and conditions in the Contract for Private Redevelopment, relating to the completion of the construction of the Minimum Improvements, have been performed by the Developer; and (3) that the provisions for completion of the Minimum Improvements contained therein are released absolutely and forever insofar as they apply to the Property; and (4) the County Recorder in and for the County of Cottonwood and State of Minnesota is authorized to accept for recording and to record this instrument as a conclusive determination of the satisfactory termination of the covenants and conditions of the Contract for Private Redevelopment relating to the completion of the construction of the Minimum Improvements.

CITY OF WINDOM, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

The foregoing instrument was acknowledged before me on _____, _____, by _____ and _____, the Mayor and City Administrator, respectively, of the City of Windom, Minnesota, a municipal corporation and political subdivision, on behalf of the City.

Notary Public

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, Minnesota 55802

**ATTACHMENT A
to
CERTIFICATE OF COMPLETION**

(Legal Description of Apartment Buildings' Property)

Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, except for the East 63.11 feet of said lot.

EXHIBIT B
LEGAL DESCRIPTION

The property for the Apartment Buildings is legally described as:

Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, except for the East 63.11 feet of said lot.

EXHIBIT C IMPROVEMENTS

[illegible]

EXHIBIT D
FORM OF TAX INCREMENT REVENUE NOTE

No. R-___

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF COTTONWOOD

CITY OF WINDOM, MINNESOTA

TAX INCREMENT REVENUE NOTE, SERIES 20___

Principal Amount

\$ _____

Annual Rate

0.00%

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE, OR TRANSFERRED, WITHOUT (i) AN OPINION OF COUNSEL APPROVED BY THE ISSUER THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 AND UNDER APPLICABLE STATE SECURITIES LAWS, OR (ii) SUCH REGISTRATION. THE TRANSFERABILITY OF THIS NOTE IS SUBJECT TO RESTRICTIONS (a) REQUIRED BY FEDERAL AND STATE SECURITIES LAWS AND THE RULES, REGULATIONS, AND INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH LAWS, AND THE PROCEDURE ESTABLISHED BY THE ISSUER TO EFFECT COMPLIANCE THEREWITH, GOVERNING UNREGISTERED SECURITIES, AND (b) AGREED TO BY THE OWNER OF SUCH SECURITIES.

THIS NOTE HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS OR APPLICABLE STATE BLUE SKY LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

The CITY OF WINDOM, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the Principal Amount specified above (the "Payment Amount"), to WINDOM APARTMENTS LLC, a Minnesota limited liability company (the "Registered Owner"), or its registered assigns, but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The Payment Amounts due on this Note shall be payable solely from, and to the extent that the City shall receive, the Available Tax Increment as hereinafter defined.

For purposes of this Note, Available Tax Increment shall mean ninety percent (90%) of the Tax Increment received by the City from Cottonwood County with respect to the

Development Property, described on Exhibit A hereto, and improvements thereon located in the City's Tax Increment Financing District No. 1-22 (a Redevelopment District) (the "TIF District") within its Development District No. 1 during the six months preceding any Payment Date specified below and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "TIF Act") (after deduction of the State Auditor fee and the County Auditor fee) and subject to Section 4.3 of the Agreement. The payments on this Note shall be made by the City on a semi-annual basis on or before July 15th and December 31st each year commencing on July 15, 202__, and continuing through December 31, 2038, (each referred to herein as a "Payment Date") or until payment in full of the amount due on this Note, or as provided herein, whichever occurs earliest. This Note shall terminate and be of no further force and effect on December 31, 2038 or upon payment in full of the principal on this Note, or on any date upon which the City shall have terminated the Agreement (hereinafter defined), whichever occurs earliest ("Maturity").

The City's obligation hereunder to pay each Payment Amount on the respective Payment Dates shall be further conditioned on the fact that there shall not at the time have occurred and be continuing an Event of Default under that certain Contract for Private Redevelopment, dated as of March __, 2022, as the same may be amended from time to time (the "Agreement"), by and among the City and the Registered Owner; and, further, if pursuant to the occurrence of an Event of Default under the Agreement the City elects to cancel and rescind the Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to the provisions of the Agreement for the definitions of Tax Increment and Available Tax Increment and the rights and obligations of the City to pay the Payment Amounts of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal on this Note and no property or other asset of the City, save and except the above-referenced Available Tax Increment, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act. The obligations on this Note are payable solely from Eligible Tax Increment as defined in the Agreement derived from the City's Tax Increment Financing District No. 1-22 (a Redevelopment District) which the City duly established within its Development District No. 1.

Except as hereinafter qualified and subject to Section 6.2 of the Agreement, this Note may not be assigned except as provided in said Agreement; and upon such assignment, the assignor shall promptly notify the City at the Office of the City Administrator by registered mail, and the assignee shall surrender the same to the City Administrator either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein including the provisions in the Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of this Note's actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Windom, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of the Mayor of the City of Windom, Minnesota, and attested by its City Administrator, and has caused this Note to be issued on and dated _____, ____.

CITY OF WINDOM, MINNESOTA

By _____
Its Mayor

ATTEST:

By _____
Its City Administrator

CERTIFICATE OF REGISTRATION

It is hereby certified that the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

Registered Owner	Date of Registration	Signature of City Administrator
WINDOM APARTMENTS LLC _____ _____ Federal Tax ID No.: _____		

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatsoever.

The City Administrator will not effect transfer of this Note unless the information concerning the assignee requested below is provided.

Name and Address: _____

Taxpayer Identification Number: _____

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE, OR TRANSFERRED, WITHOUT (i) AN OPINION OF COUNSEL APPROVED BY THE ISSUER THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 AND UNDER APPLICABLE STATE SECURITIES LAWS, OR (ii) SUCH REGISTRATION. THE TRANSFERABILITY OF THIS NOTE IS SUBJECT TO RESTRICTIONS (a) REQUIRED BY FEDERAL AND STATE SECURITIES LAWS AND THE RULES, REGULATIONS, AND INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH LAWS, AND THE PROCEDURE ESTABLISHED BY THE ISSUER TO EFFECT COMPLIANCE THEREWITH, GOVERNING UNREGISTERED SECURITIES, AND (b) AGREED TO BY THE OWNER OF SUCH SECURITIES.

THIS NOTE HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS OR APPLICABLE STATE BLUE SKY LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

EXHIBIT A
TO TAX INCREMENT REVENUE NOTE
Development Property

Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, except for the East 63.11 feet of said lot.

RESOLUTION # 2022-

INTRODUCED:

SECONDED:

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

CITY OF WINDOM, MINNESOTA

RESOLUTION APPROVING ASSISTANCE TO WINDOM APARTMENTS LLC

WHEREAS, on June 18, 2019, the City Council established Tax Increment Financing (TIF) District 1-22 ("TIF 1-22") covering real property and improvements in the Cemstone District in Windom, Minnesota; and

WHEREAS, on October 6, 2020, the City Council adopted a Resolution to expand the real property in TIF 1-22 to include, among other parcels, real property owned by the Economic Development Authority of Windom ("EDA") located at 1925 North Redding Avenue ("the Property"); and

WHEREAS, the Economic Development Authority of Windom ("EDA") has adopted a Resolution to sell the Property to Windom Apartments LLC (the "Developer") with the closing to be scheduled upon completion of title work, etc.; and

WHEREAS, the Developer proposes to construct 6 buildings each containing 8 four-bedroom units and 2 two-bedroom units on the Property as market-rate workforce non-subsidized rental housing for employees of HyLife Foods Windom (the "Apartment Project"); and

WHEREAS, the Developer has requested tax increment financing ("TIF") assistance in the amount of Nine Hundred Eighty-three Thousand Three Hundred Sixteen Dollars (\$983,316) through tax increment to be generated by the Property, as partial reimbursement for eligible expenses including land acquisition, site improvements, footings, foundations, parking lot, sidewalks, and other TIF-eligible expenses incurred in the development of the Property; and

WHEREAS, it is necessary to set forth the requirements for the construction of the Apartment Project, the TIF incentive, and other terms of the agreement between the City of Windom and the Developer; and

WHEREAS, a Contract for Private Redevelopment (the "Development Agreement") has been prepared which sets forth the terms of agreement between the City of Windom and the Developer concerning the Apartment Project; and

WHEREAS, the City Council has reviewed the proposed Development Agreement and determined that granting of the proposed assistance and approval of the proposed Development Agreement are in the best interests of the City of Windom and the citizens of Windom.

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

1. Contingent on the consummation of the sale of the Property by the EDA to the Developer, the granting of assistance to Windom Apartments LLC (the "Developer") in an amount of up to \$983,316 payable in the form of tax increment from TIF District 1-22, which is generated by the Apartment Project, is hereby approved.

2. The primary public purposes sought to be accomplished through the granting of the assistance to the Developer are encouraging the redevelopment of property in the City that is currently underutilized and expanding the tax base of the City and State, and not job creation and wage goals. Therefore, wage and job goals are set at zero.

3. In exchange for the granting of the requested assistance, Developer shall fulfill the following goals:

A. Developer shall complete the construction of the Apartment Project pursuant to plans and specifications approved by the City Building & Zoning Official, City Utility Commission, City Utility Departments, and any required State agencies.

B. Developer will not sell or transfer the Apartment Project, or the land on which it is constructed, prior to the issuance of the Certificate of Completion for the Apartment Project and within five (5) years from the date of receipt of the Certificate of Completion without written consent from the City of Windom. Any transferee or assignee shall be bound by the terms of the Development Agreement.

C. Developer will continue to operate (or cause to be operated) the Apartment Project as market-rate workforce non-subsidized rental housing for a minimum period of 25 years from the date of receipt of the Certificate of Completion.

4. Contingent on the consummation of the sale of the Property by the EDA to the Developer, the proposed Contract for Private Redevelopment between the City of Windom and the Developer is hereby approved; and the Mayor and City Administrator are hereby authorized to execute said document on behalf of the City of Windom and to execute any other documents required for the granting of this assistance.

Adopted this 21st day of June, 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: City Administrator *ASL*
DATE: June 16, 2022
RE: Community Center – Oven Replacement
DEPT: Community Center
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve the Community Center to use reserved Capital Funds for the purchase of a new oven.

Issue Summary/Background

The Windom Community Center opened in 1999 and some of the kitchen equipment is still original and has reached the end of its useful life. Earlier this year the Fire Department was called to assist with a gas leak from one of the ovens.

This Capital request is to use up to \$6,000 for the replacement of oven equipment. A local vendor will be utilized for this purchase and the Community Center has an order pending.

Fiscal Impact

Funds were retained in the 2022 CIP budget for replacement of mechanical items and equipment. This purchase would be funded with those monies.

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: Steve Nasby, City Administrator
DATE: 6/15/22
RE: Community Center Bartender/ On-Call position
DEPT: Community Center
CONTACT: Steve Nasby, Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends the hiring of Natalie Burmeister and Karen Fergus for the Community Center Bartender/On-Call position. The pay for this position is On-Call \$12.50/Bartender/\$10.33.

Issue Summary/Background

Natalie and Karen will have duties helping at the bar during events and working night shifts. This will help alleviate some of the work load on our full-time staff.

Fiscal Impact

This position is budgeted.

Attachments

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: Library Director Interview Team
DATE: June 17, 2022
RE: Hiring Recommendation – Library Director Position
DEPT: Library
CONTACT: Dawn Aamot: Dawn.Aamot@windommn.com or Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve the hiring recommendation of the Library Director Interview Team as presented.

Issue Summary/Background

Dawn Aamot, Library Director, previously submitted her retirement letter that was accepted by the City Council effective June 25, 2022. The City Council approved advertising to refill the position. A total of 11 applications were received from a strong field of candidates.

An interview team consisting of John Duscher, Library Board Chair; Steve Fresk, Library Board; Council member Grunig and Council member Quade reviewed the applications and selected four finalists for an interview. The interview team was staffed by the Library Director and City Administrator who participated in the interviews, which were held on June 16th.

The Interview Team selected a candidate for the position and an offer has been extended. Employment terms are currently being discussed and an offer will be prepared for the City Council to consider at the meeting on June 21st.

Fiscal Impact

Funds are budgeted within the Library's account to maintain a full-time director position.

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 *Spencer*
DATE: June 16, 2022
RE: Assistant City Administrator\EDA Development Director Position
DEPT: Administration and Economic Development Authority
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. City Council approve the joint Assistant City Administrator\EDA Development Director job description.
2. Approve advertising for Assistant City Administrator\EDA Development position.

Issue Summary/Background

The City has been advertising for the open EDA Development Director position since late March with only limited interest. Discussion by the Personnel Committee and City Council facilitated an idea to combine this position with the Assistant City Administrator position as a method to attract more applicants. Benefits noted were more flexibility with salary and succession planning.

Previously the position of Finance Director and Assistant City Administrator had been combined, but was discontinued about 10 years ago. Since that time the Assistant City Administrator position had been vacant with the role assumed by the City Administrator to follow the City Charter Section 2.08.

If this combined position is approved, advertising could consist of adding it to the posting for the EDA Development Director position or replacing. Staff is requesting the City Council's preference.

Fiscal Impact

There is an approved budget for the EDA Development Director position and anticipated hiring for either position is within this range. Depending on the level of hiring, a combined position could increase costs by \$3,640 to \$4,534.

Attachments

1. Draft Job Description – Assistant City Administrator\EDA Development Director

CITY OF WINDOM

JOB DESCRIPTION

(6/16/22)

Job Title: Assistant City Administrator\Development Director

Department: Economic Development Authority of Windom

Supervisor: Administrative – City Administrator
Policy – EDA Board & City Council

Hours Required: 40 Hours (Additional hours may be necessary to fulfill requirements of the job.)

SCOPE OF POSITION:

General Statement of Duties: Performs responsible administrative and professional work promoting, facilitating, and coordinating development activities for the city and performs related duties as required. Assists in directing the activities of the City departments to include overseeing the development and administration of policies, procedures, programs, goals and objectives, and presents them to the City Administrator as necessary.

Supervision Received: Works under the administrative direction of the City Administrator and policy direction from the Economic Development Authority and the City Council.

Supervision Exercised: Assists and may provide general and technical supervision over the municipal organization, contractors and/or volunteers, as required or delegated.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The listed examples do not include all duties performed.

Provides information and assistance to existing and new businesses and industries in locating, relocating, or expanding in the Windom area. Assists with activities designed to attract new businesses and industries to the community.

Facilitates the purchase, sale, and encumbering of land for development purposes including, but not limited to, industrial parks, commercial development or residential, as directed by the Board.

Develops sources of prospective businesses and industries to relocate in Windom.

Maintains database and facilitates marketing of available sites and buildings.

Creates and maintains information related to the availability of the labor force and assists with activities that may include job training, career fairs or coordinating educational opportunities.

Assists in obtaining financing for projects and provides technical assistance during the projects.

Consults with the Zoning Administrator and Windom Planning Commission regarding land use.

Acts as a liaison with business partners, such as developers, business owners, Southwest Regional Development Commission, Southwest Minnesota Housing Partnership, Minnesota Department of Employment and Economic Development, State Legislators, and all other agencies, as needed.

Researches, applies for, and assists in administering appropriate grant or loan programs for the City, i.e., Revolving Loan Fund Programs, EDA Loan Pool, Small Cities Development Program, and other programs, as applicable.

Prepares or assists in the preparation of all required EDA reports including, but not limited to, the EDA's annual report to the City Council, TIF reports required by the Minnesota State Auditor, reports required by DEED.

Represents the City/EDA at public meetings, hearings, and conferences and in the community at a variety of meetings and/or public engagements.

Attends meetings of various committees and organizations including, but not limited to, City Council, Chamber of Commerce, Windom Area Development Corporation, Planning Commission, and Board of Adjustment.

Supervises the EDA administrative assistant, including interviewing and recommending hiring, training, assigning and prioritizing work, evaluating work, compensation and discipline, etc.

Solicits and oversees the use or implementation of goods and services from contractors, engineers, architects, and consultants, as directed.

Provides business information services, such as research and customer services, and refers to other governmental services as appropriate. Promotes an awareness and involvement within the community.

Under the direction of the EDA Board, develops and implements short- and long-range plans for economic development.

Evaluates potential projects to determine feasibility and community impact and makes recommendations to the EDA Board.

Prepares and administers EDA department budget. Approves EDA bills, deposits, and allocation of accounts.

Provides day-to-day management of EDA properties including, but not limited to, overseeing and arranging for the maintenance and upkeep of EDA-owned property and/or other EDA obligations.

Responsible for the maintenance and updates of the EDA website pages.

Oversees the progress of capital improvement projects and/or other related City projects.

Advises, counsels, and directs department heads regarding specific functions or activities and personnel matters.

Prepares and/or reviews complex reports and studies including financial reports, meeting minutes; makes recommendations on a wide variety of administrative or management policies. Analyzes operational efficiencies and makes recommendations based on findings.

Manages special projects as assigned by the City Administrator, which may include: interim management assignments; land acquisition projects; road/street projects; executive search; contract management; capital improvement projects; acting as City Administrator in their absence and/or, other related projects.

All other duties as assigned and directed by the EDA Board, City Council or City Administrator.

KNOWLEDGE, SKILLS, ABILITIES

Knowledge of:

Municipal management, administration, and operational functions;

Conducting complex research and evaluation techniques, methods, and procedures;

Program development and administration principles and practices;

Budgeting, finance and accounting principles;

Project management principles and practices;

Human resources practices related to management, supervision and labor relations;

Real estate, finance, marketing, and related areas;

Industrial, residential, and commercial property development.

Skills:

Ability to plan, direct, and coordinate multiple activities, including interactions with affected city departments and outside organizations.

Ability to communicate effectively, both orally and in writing, with state and federal agencies, businesses, elected officials, community volunteers, developers, city staff, and the public.

Ability to develop project alternatives, including costs, advantages, and disadvantages.

Ability to analyze data including financial statements, budgets, and reports.

Ability to supervise staff, coordinate volunteers, and oversee capital projects.

Setting goals\priorities and ensuring policy directions are achieved.

Reading, interpreting, applying, explaining, and ensuring compliance with applicable Federal, State, and local laws, codes, policies, procedures, rules, and regulations;

MINIMUM QUALIFICATIONS

Bachelor's degree with major coursework in public administration, finance, real estate, economics, local and urban affairs, or a related field **and** three years of experience in public administration or community economic development. Comparable experience may be substituted for the minimum educational requirements at the option of the EDA Board and/or City Council.

DESIRABLE QUALIFICATIONS

Master's degree in public administration or finance and five to seven years of experience in municipal government.

LICENSING REQUIREMENTS

Valid Minnesota Driver's License

PHYSICAL REQUIREMENTS

Positions in this class typically require: reaching, standing, walking, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

The job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and requirements of the job change.