

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



Call to Order  
Pledge of Allegiance

1. Consent Agenda
  - Minutes
    - Council Minutes – March 1, 2022
    - Telecom Commission – February 28, 2022
    - Planning Commission – March 8, 2022
  - Licenses – Amplification Permit – Plaza Jalisco Patio
  - Regular Bills
2. Public Hearings
  - TIF Spending Plan
  - Residential Tax Abatement – 1965 Norway Avenue
3. Department Heads
4. EDA Development Agreements
  - DVK Diversified LLC
  - Apollo Development
5. Petition For Annexation – A Portion of Parcel #08-022-0100
6. Planning Commission Recommendations
  - Cemstone NWIP Variance
  - Rezoning –Remainder of Lot 6, Block 2 Windom Industrial Park Subdivision
7. First Reading Ordinance No. 193, 2<sup>nd</sup> Series – Amending Zoning Designation
8. Resolution In Support Of The Trunk Highway 60 Corridor Study Implementation Plan
9. Pet License & Boarding Rate Change
10. Union Pacific Longitudinal Wireline Agreement
11. Personnel Committee Recommendation –
  - Accept Resignation of EDA Director Drew Hage
  - Community & Economic Development Services
  - Approve Advertisement for Development Director Position
12. 2022 Mayor Appointment
  - Park & Recreation Commissions
13. New Business
14. Old Business
15. Council Comments



16. Adjourn

**Regular Council Meeting  
City Hall, Council Chamber  
March 1, 2022  
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Pro Tem Jayesun Sherman

2. Roll Call:

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

Council Absent: Dominic Jones

City Staff Present: Steve Nasby, City Administrator; Scott Peterson, Police Chief; Drew Hage, Development Director; Andy Spielman, Building Official; John Nelson, Liquor Store Manager; Spencer Winzenried, Community Center Director; and Ben Derickson, Fire Chief

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
  - Council Minutes – February 15, 2022
  - Parks & Recreation Commission – February 9, 2022
  - Economic Development Authority – February 14, 2022
  - Utility Commission – February 23, 2022
- Regular Bills

**Motion by Nelson second by Grunig approving the Consent Agenda. Motion carried 4 – 0.**

5. Department Heads:

Ben Derickson, Fire Chief, said that the new pumper will be ready next week. There will be on-site training so 4-6 firefighters are going. The new truck is nearly identical to Unit 20, which was the last one purchased. The new firefighters are in Firefighter I & II classes and it is going well.

Quade asked if the Department was going to do some PR on the new truck, as it would be good for the public to see it. Derickson said they could think of some things to do.

John Nelson, RiverBend Liquor Manager, said that in October 2021 the store had a community event to collect food for the Windom Area Sharing Center. They had \$161 donated along with 197# of food. They also got a donation for \$100 from the Minnesota Municipal Beverage Association. A representative of the Windom Area Sharing Center was present to receive the donations and thanked the liquor store and its employees for the promotion. Nelson noted in April 2022 there will be a similar drive to benefit the Cottonwood County Animal Shelter.

6. Public Hearing – Tax Abatement Extension – 1955 1<sup>st</sup> Avenue:

Drew Hage, Development Director, said that the City Council had previously approved moving forward with a one-year tax abatement extension for the remodeling of the Guardian Inn property



into residential units. This extension was due to a timing issue with the property tax classification. The City approved an extension of the abatement, but the County did not. The school district has yet to make their decision. The hearing tonight is for any public comments and then to be followed by a resolution to approve the abatement or deny it.

Sherman opened the public hearing at 6:38 pm. No comments were received. He asked if any written comments had been filed. Nasby and Hage said none had been filed. Sherman closed the public hearing at 6:39 pm.

**Council Member Grunig introduced the Resolution No. 2022-11, entitled "RESOLUTION APPROVING EXTENSION OF TAX ABATEMENT PERIOD FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. 469.1813" and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Sherman, Nelson, Grunig, Farag and Quade. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

7. Call for Public Hearings – TIF Spending Plan and Tax Abatement:

Hage said that the plans for the Cemstone property redevelopment include uncommitted funds from TIF resources. These TIF funds are revolved for use in projects. The City's financial advisors, Ehlers Associates, have drafted the TIF Spending Plan to meet the applicable laws. The Council's direction was to have no General Funds for this project and have it stand on its own. There are several State grants that have been received including funds for demolition and well-head protection. Other funds were committed from the Utility Commission and Windom Area Hospital. Hage noted that the planned financing for the whole project does not depend on the City or EDA taking on any debt. When built out there will be a greatly increased tax base.

Grunig said that upon completion of the redevelopment the benefits will also be removal of an industrial use by the lake, elimination of trucks in a recreational area and well-head protection.

**Council Member Grunig introduced the Resolution No. 2022-12, entitled "RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY OF WINDOM ON THE PROPOSED TIF SPENDING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 1-19 ("NWIP-2")" and moved its adoption. The Resolution was seconded by Quade and on roll call vote: Aye: Farag, Sherman, Nelson, Quade and Grunig. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

Hage said the second item is a call for a public hearing for a single-family tax abatement request per the Cottonwood County Housing Initiative Program. This program has been around a few years to assist new housing starts. The request is for a new home at 1965 Norway Avenue.

**Council Member Quade introduced the Resolution No. 2022-13, entitled "RESOLUTION CALLING FOR A PUBLIC HEARING ON PROPOSED TAX ABATEMENT FOR NEW RESIDENTIAL PROJECT" and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Nelson, Quade, Farag, Grunig and Sherman. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

8. City Code Section Review:

Andy Spielman, Building Official, said that the City Council had approved funds for a review of City Code sections 151 and 152 related to zoning, subdivisions and PUDs. Requests for Proposals were issued and Bolton & Menk was the consultants selected for the code review. They have reviewed the code sections and started work with the Windom Planning Commission, which are



currently discussing the items identified by the consultants. Spielman went through some of the examples of items identified for further discussion. He said the plan is to have the Planning Commission finish their review and make recommendations for code revisions. Then the Planning Commission and City Council could have a joint meeting to finalize it with the consultants in Fall 2022. The plan is to codify the code changes in December.

Grunig asked about provisions for commercial and residential solar. Spielman said that solar has its own section in the code and was not part of this review.

9. 2022 Mayor Appointments & Reappointments:

Sherman said there were none noted in the packet nor provided so no action needed.

10. New Business:

None.

11. Old Business:

Nasby said the Council had asked for an Ad Hoc Library\Community Center Committee scope of work. He met with the Library Director and Community Center Director and they drafted the scope of work shown in the packet. Consensus of the Council to approve it as shown.

12. 2022 Board of Equalization Meeting – Scheduled for May 9, 2022

Nasby noted that Grunig was the only trained Council member and this meeting will be coordinated by the County Assessor's office and scheduled to start at 4:30 pm.

13. Council Comments:

Farag said March 13<sup>th</sup> is the Dad's Belgian Waffle fundraiser for the WAH foundation held at the Community Center. The community blood bank will be in town on April 1<sup>st</sup> at the hospital and appoints are needed. March 6 -12 is a food drive at WAH and donations can be dropped off.

Nelson said there needs to be calm in Europe and in the U.S.

Nasby noted that he and Sherman are attending the Coalition of Greater Minnesota Cities legislative day on March 2<sup>nd</sup>.

14. Adjournment:

**Mayor Pro Tem Sherman adjourned the meeting by unanimous consent at 7:23 p.m.**

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Jayesun Sherman, Mayor Pro Tem

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

**TELECOMMUNICATIONS COMMISSION MEETING MINUTES  
CITY OF WINDOM CITY HALL FEB 28<sup>th</sup> 2022**

**I. Call Meeting to Order.** The meeting was called to order by Commissioner Abraham at time 6:09 PM

**II. Roll Call:**

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

**III. Approval of Minutes from February 2<sup>nd</sup> 2022 meeting**

**Motion by commissioner Peterson, to approve minutes from the February 2<sup>nd</sup>, 2021 meeting. Seconded by commissioner Malakowsky. Motion approves 3 to 0.**

**IV. Project Updates:** Dahna updates commissioners the various telecom projects and that equipment vendor Calix has made a End of Sale Announcement: 844E GigaCenter. Recommend replacement is GS4220E GigaSpire units.

**V. Manager's Report:** Dahna reports to commissioners - Service Vehicles – 2006 Ford Van: sold for \$8,300. 2012 GMC Sierra truck: topper shelves, lighting, seal, and T-handles installed. 2009 Chevy Silverado: air bag recall service.

- FLM200 Fire suppression system – During recent service, it was noted that control system is obsolete, all sensors should be replaced, and defective panel component replaced \$695. Discharge nozzles need to be relocated in NOC room. Vender is preparing a proposal to replace control panel, sensors, and nozzle relocation.
- Personnel item – Telecom Install Technician position is still open.

|                    |                                 |
|--------------------|---------------------------------|
| Internet customers | 1663                            |
| Phone customers    | 874                             |
| Video customers    | 711                             |
| Top application    | Google 70.69 (Terabit download) |
| Top Subscriber     | 4.67 Terabit (Terabit download) |

**VI. New Business:** Dahna covers the recent Metaswitch control server failure with commissioners: -Metaswitch MetaView Server (MVS) – Jan 31, 2022 experienced a problem with MVS (Sun UX4410 purchased 2012) and unable to provision phone services. Support engaged and was determined that a CPU overheating. Non-repairable and received a 180-day loaner MVS providing we agree to a new MVS or Virtual MVS for final replacement. Existing MVS was to be replaced in 2023 and need to move up timeline to within the next 180 days. Was not a 2022 budgeted item and will have to budget forward or other options. MVS Dell and MVS Virtual options quote:

|                |          |                   |          |
|----------------|----------|-------------------|----------|
| MVS Dell Quote | \$35,766 | MVS Virtual Quote | \$20,125 |
|----------------|----------|-------------------|----------|



Malakowski wants to know what the yearly license price will be for the MVS Virtual. Dahna will check it.

**Motion by commissioner Peterson, to pursue the MVS Virtual quote purchase subject to satisfactory licensing or additional license fees going forward. Second by Malakowski. Motion approved 3 – 0.**

Dahna and commissioners discuss proposed bulk rate options for streaming video service. **Motion by Peterson to approve rates for bulk steaming video rates for Tier 1 \$37.00 and Tier 2 \$43.00. Second by Malakowski. Motion approved 3 – 0.**

- Personnel item – Telecom Install Technician position still open. No applicants, so changed to open until filled. Position is posted on several tech school sites and MTA job board.

- Dahna covers the Calix Essential Support Services Renewal- previous years annual cost was \$6,000. Last year was \$6,300. Calix changed and removed discounts. Going forward support year 1 \$8,397, support year 2 \$10,495 and support year 3 \$10,495.

**Motion by Malakowski to approve GM to sign the Calix Essential Support Services Agreement as the prices are given. Second by Peterson. Motion approved 3 – 0.**

-Dahna informs that The Weather Channel (TWC) – NCTC agreement was ending February 28<sup>th</sup> and terms were getting worked out and would not have to pull the channel.

**VII. Old Business:** Dahna covers with commissioners the residential data and streaming video services rates that were approved last meeting.

-Next Generation 911 (NG911) Inteliquent – Session Border Controller (SBC) units are installed in the NOC. Will start the provisioning process when time allows. Preliminary NG911 design work being done with Inteliquent.

- STIR/SHAKEN – Session Border Controller (SBC) units are installed in the NOC. Next phase of the Robo Call mitigation plan mandated by the FCC.

-Video Service – SFN has added 24hr look back or replay to the system. Finalizing Southern Fibernet (SFN) contract and channel lineup. SFN has added features and stated they have a price reduction. GM is awaiting the information and contract updates with the changes.

**VIII. Commissioner's concerns and questions:**

**IX. Set Next Telecom meeting:** March 21, 2022 at 6:00pm at the City Council Chambers.

**X. Adjourn:** Meeting adjourned by unanimous consent at 7:44 pm.

\_\_\_\_\_  
Dirk Abraham, Commissioner

\_\_\_\_\_  
XXXX, Telecom Commission Secretary

Attest: \_\_\_\_\_  
Jeff Dahna, Telecom General Manager



**CITY OF WINDOM  
PLANNING COMMISSION  
MINUTES  
MARCH 8, 2022**

1. Call to Order: The meeting was called to order by Chairman Mattson at 7:00 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; Darin Woitas (Cemstone); Drew Hage, EDA Development Director; and Nick Klisch, Cottonwood County Engineer.

3. Approval of Minutes: January 11, 2022

**Motion by Commissioner Hartman, seconded by Commissioner Baloun, to approve the Planning Commission Minutes for the Meeting held on January 11, 2022, as sent. Motion carried 6-0.**

4. Public Hearings

A. Zoning Application – Variance – Height of Structures – 580 Opportunity Drive (Cemstone & EDA):  
Zoning Admin. Spielman advised that this is an application for a variance on height of structures. The Application was submitted by Applicant, Cemstone Concrete Materials, LLC, and the EDA (property owner). Cemstone is purchasing this property from the EDA. The plan is to construct a silo that holds the concrete and can fill the trucks. The overall height of the silo could be 80 feet. The property is located in an I-1 District and the maximum height for structures is 40 feet. Zoning Admin. Spielman displayed a site plan showing the proposed location of the silo and also the fall radius of the silo which is an 80-foot radius. The silo is centered on the property. If the silo toppled, it should not fall on any public property, such as a street, or on other private property in that area. Zoning Admin. Spielman reported that a public hearing notice was published in the paper and sent to the adjoining property owners. No comments were received from anyone concerning this application.

Chairman Mattson opened the public hearing at 7:04 p.m. Darin Woitas from Cemstone said that the silo would be built on a concrete foundation with steel legs to support the silo. The top of the silo is approximately 72 feet in height. There is a dust collection system on top of the silo. In the future, there is a possibility that the silo would be enclosed in a building with a roof over it and that the total height of the structure would then be 80 feet. In answer to a question, Darin explained the process of how the silo is filled from the semi trucks that bring in the dry Portland cement and the gravity feed of the dry mix from the silo into the concrete truck which backs up under the silo.

Zoning Admin. Spielman displayed the airport safety map. The location of the silo is outside Zone C (the yellow zone which is farthest out from the airport runway). The ground elevation of 1,403 feet plus the potential 80 foot height of the silo equals a total height of 1,483 feet. If the combined height of the ground elevation and the structure is less than 1,561 feet, there is no problem in Zone C. The height of the silo would be well under anything that would impact the airport safety zone and the silo is outside of Zone C.

In answer to a question concerning the proximity of the silo to another building and whether there was any concern for employees working in that building if the silo would tip over, Darin replied that the likelihood of the silo tipping over is very low. There is a similar silo in Fairmont that was built 2 years ago. The silo is enclosed by a building and close to another building and they have had no issues. He explained that because of the footprint of the plant site, the silo needs to be in that location near another building.



In response to a question, Zoning Admin. Spielman advised that the variance is fairly specific to this silo in this location on the site. If the silo was to be moved closer to a corner or a property line, there would be questions about the proximity to other property because of the fall radius. The silo is an integral part of Cemstone's plant operation and the proposed location is not close to other properties.

There were no public comments. Chairman Mattson closed the public hearing at 7:10 p.m.

In response to a question as to whether anyone on the Airport Commission had been contacted, Zoning Admin. Spielman advised that the airport and surrounding area are governed by the Airport Zoning Code which includes the airport zoning maps. Pursuant to the Code, the City Zoning Administrator is responsible for administering the airport zoning. The safety zone for the airport is 6,000 feet from the end of the runway. The elevation at the end of the runway is approximately 1,405 feet to 1,407 (with new datum). The finished floor elevation for the silo is 1,403 feet so there is a minimal difference between those two elevations. Zoning Admin. Spielman recapped that the silo is outside of the airport's safety zone and is below the elevation that would impact the airport safety zone.

**Motion by Commissioner Hartman, seconded by Commissioner Baloun, to recommend City Council approval of the variance application, submitted by Cemstone Concrete Materials, LLC and the EDA, for a height variance of 40 feet to allow the construction of a silo on the property with a potential height of 80 feet. The motion is based on the fact that the silo is an integral part of Cemstone's operations; the proposed location of the silo should not impact surrounding public or private property, is outside of the airport's safety zone, and is below the elevation that would impact the airport safety zone lying north of the site, all as set forth in the public hearing and discussion. The property is located at 580 Opportunity Drive, Windom, Minnesota, and is described as: Lot 1, Block 2 of the North Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota. (Parcel No. 25-556-0060)**

**Findings of Fact for Variance:**

- 1. As stated in the narrative herein.**
- 2. The Applicant proposes to use the property in a reasonable manner.**
- 3. The variance is in harmony with the general purposes and intent of this ordinance.**
- 4. The variance is consistent with the comprehensive plan.**
- 5. The variance will not alter the essential character of the locality.**

**The motion includes that the jurisdictional documents and the findings of fact be made a part of the hearing record.**

**Motion carried 6-0.**

Zoning Admin. Spielman advised that this recommendation will now come before the City Council at its next meeting on Tuesday, March 15<sup>th</sup>.

**B. Zoning Application – Rezoning – Remainder of Property – 1925 North Redding Avenue - EDA:** Zoning Admin. Spielman reported that the EDA is the Applicant in this zoning application requesting the rezoning of the remainder of Lot 6, Block 2 of the Windom Industrial Park Subdivision from I-1 "Light Industrial" to R-3 "Multi-Family". Approximately the East Half of Lot 6 was rezoned from I-1 to R-3 previously. Zoning Admin. Spielman displayed an aerial with a line showing the area of Lot 6 that was previously rezoned. Even though a portion of the parcel was already rezoned, the proposed project did not come to fruition and the property remains under one parcel number. He advised that the B&Z Office had only received one comment concerning this rezoning application. The person wanted to know the location of what was to be rezoned. He did not think it was a good idea, but had no objection to the rezoning. Director Hage advised that he also received a comment from Tod Quiring whose only concern was that a 70 foot right-of-way along the South side of Lot 6 be retained for access to his property on the West side of North Redding Avenue. Director Hage indicated that this area would be reserved for access and turnaround space for Mr. Quiring's property and also to access the EDA's



water retention pond.

Chairman Mattson opened the public hearing at 7:22 p.m. and asked for public comments. There were no members of the public present to comment on the zoning application. There was a brief discussion regarding the previous rezoning of the other portion of Lot 6. There being no further public comments, Chairman Mattson closed the public hearing at 7:25 p.m.

In response to a question, Director Hage advised that the EDA has an Option Agreement with HyLife (who is working with a developer) to purchase all of Lot 6 and construct housing units on the property. He indicated that HyLife would provide an easement across the South 70 feet of Lot 6 lying west of North Redding Avenue. Director Hage recapped that originally a developer was planning to remodel the spec building into apartments. The current developer will retain the spec building and use it as an accessory building for the property.

The following items were discussed by the Planning Commission: Allowing residential structures next to the railroad track and one Commissioner felt that this wasn't the best spot for housing; discussion regarding buffer between I-1 and the existing R-2 District; the only access to and from the property is North Redding Avenue; the volume of traffic going through an industrial area where gasoline trucks and other large trucks use North Redding Avenue also; green space requirements for the property; continuity of zoning districts; Windom's need for additional housing; limitations on potential development to the north of Lot 6; and neighborhood response to this application.

Director Hage responded to a question concerning the City's compost site on the property. He said that there is a spot on the southwestern side of the property where the compost site could be moved and that the developer for Lot 6 was okay with that placement. He also said that the Street Superintendent would like to relocate the compost site to the outskirts of Windom.

Zoning Admin. Spielman advised that there is nothing in City Code concerning traffic counts and traffic flows. However, having only one access is a concern for emergency services personnel. Pursuant to the Fire Code, there must be a dedicated fire lane to any face or any side of each building. Zoning Admin. Spielman has talked with the developer about the need for a dedicated turnaround space on this site.

**Motion by Commissioner Hartman, seconded by Commissioner Cole, to recommend to the City Council the approval of the application, submitted by the EDA of Windom, to rezone the remainder of Lot 6, Block 2 of the Windom Industrial Park Subdivision from I-1 "Light Industrial" to R-3 "Multi-Family". The property is located at 1925 North Redding Avenue, and is described as set forth on Exhibit "A" attached hereto. (Western portion of Parcel No. 25-839-0075.)**

**Vote by show of hands: Ayes: Commissioners Hartman, Cole, Johnson, and Byam. Nays: Commissioners Mattson and Baloun. Motion carried 4-2.**

Note: The City Council will discuss the application and it will require two readings of an ordinance to rezone the property.

5. Zoning Designation – Property Listed in Annexation Petition – South of County Road 15 – Applicants: Gene & Donna Pankonin & Cottonwood County – Parcel No. 08-022-0100: This petition will come before the Windom City Council on March 15<sup>th</sup> for acceptance and further proceedings thereafter. Zoning Admin. Spielman reported that in the packet there was a copy of a letter and signed Petition for annexation of this property. The property covered by the Petition includes Tract "A" and Tract "B". Gene and Donna Pankonin and Cottonwood County are petitioning for annexation of a portion of the Pankonins' property that the County wishes to purchase for relocation of its public works site and highway shop (Tract "A" which is approximately 19.8 acres). Pankonins are also petitioning for annexation of property that they own located south of property owned by Rossows that, due to a description error, was never deeded to Rossows' predecessors and created a discrepancy in the location of the property line (Tract "B"). This property has not been annexed and, if not



included in this annexation, would be a tract of land surrounded by annexed property.

Zoning Admin. Spielman advised that as part of the annexation process, the Planning Commission recommends a zoning designation for the property to be annexed. He displayed a map which highlighted the zoning districts surrounding the two tracts. The property to the west and also to the north of Tract “A” is zoned as A-O “Agricultural – Open Space” District. The property to the south of Tract “A” is zoned as R-1 “Single-Family”. The property to the north and west of Tract “B” is zoned as A-O. Zoning Admin. Spielman recommended a zoning designation of A-O “Agricultural – Open Space” for Tract “B” and recommended discussing options for zoning of Tract “A”.

Nick Klisch, Cottonwood County Engineer, was present. He advised that the uses on the new site would be similar to the uses of the County’s current site which is located on by the fairgrounds on 9<sup>th</sup> Avenue in a residential district. The County is planning to replace that site with a new facility to be constructed on Tract “A”. He said that the plan is to plant trees around the parcel for a buffer which they believe will provide a sufficient buffer. The County’s purchase agreement with Pankonins also calls for a substantial buffer on the east side between Tract “A” and the Pankonins’ property. He said that the County shop is a good neighbor in Windom and recommended that people talk with residents in the 9<sup>th</sup> Avenue area if they want to verify that statement. He commented that they are seldom there at nights or on weekends. They haven’t had any complaints concerning noise from backup beepers, etc. They do not currently have a site plan completed, but will have that in place when they apply for a conditional use permit for the project. Engineer Klisch advised that they are planning to construct the building facility near County Road 15 and construct a cold storage building and salt storage shed closer to the middle of the tract. If the County purchases Tract “A”, they are planning to retain the entire tract to allow room to expand as needed. Pankonins’ property is located in the County and is currently in CRP.

In response to questions, Engineer Klisch indicated that at the current site, there are some buildings that are actually on property owned by the Cottonwood County Ag Society (on the fairgrounds). He said that the shape of Tract “A” was determined because the County wants a certain amount of frontage by County Road 15; beyond the Southeast corner of Tract “A”, there is a fence and the property has a steep drop off; and also the property owners wanted to square off their property and retain a buffer in the Southeast corner. The County plans to only stockpile a minimal amount of gravel on Tract “A” as they have stockpiles of gravel in several locations in the County which are more central to the County. The reason that the County wants the property annexed is because they need to be on City utilities including sewer and water, have sufficient water pressure for fire suppression, high-speed internet, and natural gas connection. The County has been reviewing different sites for years and chose this location. Most of the County is located west of the railroad and Highway 60, so the County wanted the site to be west of those areas to minimize crossings. The new site would increase efficiency on plow routes also and Engineer Klisch briefly outlined those routes. The County has not talked with the adjoining landowners to date, however they will receive notice regarding the public hearing after the application for the conditional use permit is filed. Engineer Klisch advised that both the Petition for Annexation and the Purchase Agreement are contingent on approval of a conditional use permit to allow construction of the new maintenance facility on Tract “A”.

Zoning Admin. Spielman advised that a public utility building is a permitted use in the I-1 or I-2 District. However, he would not recommend either zoning designation for Tract “A”. Other zoning districts will require a public hearing and a conditional use permit. Zoning Admin. Spielman displayed the future land use map from the City’s Comprehensive Plan which shows transitions along Highway 15 including B-1 along the highway and transitioning to B-2 closer to Highway 71. He advised that B-1 “Neighborhood Business” does allow for single-family housing and for smaller businesses that are a direct benefit to the residents in that area. Zoning Admin. Spielman believes that the B-1 District is a better fit for Tract “A”.

**Motion by Commissioner Baloun, seconded by Commissioner Byam, to recommend that if the City Council annexes the property, identified in the Annexation Petition filed by Gene and Donna Pankonin and Cottonwood County, the zoning designation of A-O “Agricultural Open Space” should be assigned to**



**Tract “B” which is consistent with the existing annexed property located north of Tract “B”. Motion carried 6-0.**

**Motion by Commissioner Baloun, seconded by Commissioner Johnson, to recommend that if the City Council annexes the property, identified in the Annexation Petition filed by Gene and Donna Pankonin and Cottonwood County, the zoning designation of B-1 “Neighborhood Business” should be assigned to Tract “A”. Motion carried 6-0.**

6. Land Use Code Review

A. Update on City Council Meeting: Zoning Admin. Spielman reported on his presentation to the City Council on March 1<sup>st</sup> concerning the process and review of some of the suggested revisions that have been reviewed by the Planning Commission. The City Council requested one final presentation of all the changes with the consultant(s) present to answer questions.

B. Update on Subdivision and PUD Sections: Zoning Admin. Spielman advised that the consultants are currently working on the subdivision and PUD sections. Moving forward, he suggested to the City Council that a joint City Council/Planning Commission Meeting be held with the consultants on site and to hold that meeting as the required public hearing.

7. Other Business/Reports: None.

8. Unfinished Business:

A. Heinold Fence: Zoning Admin. Spielman recapped that when the conditional use permit was granted to Heinold for the construction of an addition to their building, there was a condition placed on the permit that Heinold plant trees/bushes as screening of the buildings from the residential properties. When Heinold sold the property to HyLife, the trees were removed. As a resolution to this violation of the condition, HyLife proposed options for constructing a fence and the Planning Commission recommended a chain link fence with plain plastic slats inserted. The posts have been in place for some time. Last week the installation of the fencing and slats was completed as requested by the Planning Commission.

9. New Business and 10. Planning Commission Comments, Concerns, Suggestions: None.

11. Adjourn: The meeting was adjourned by unanimous consent at 8:20 p.m.

Attest:

\_\_\_\_\_  
Andy Spielman, Zoning Administrator

\_\_\_\_\_  
Brett Mattson, Chairman



Attachment  
to  
Planning Commission – Minutes (3-8-2022)

Agenda Item No. 4B.: Zoning Application – Rezoning – Reminder of Property –  
1925 North Redding Avenue

Legal Description for Property to be Rezoned:

Legally described as follows: All of Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, except the following tract of land: Commencing at Southeast corner of said Lot 6 which is the point of beginning of the tract to be described; thence West on and along the South line of said Lot 6 a distance of 503.48', more or less, to the Easterly line of North Redding Avenue extended Northerly; thence North 00° 00' 00" East a distance of 268.80'; thence in a Northeasterly direction to a point on the North line of said Lot 6 which is located 479.45' West of the Northeast corner of said Lot 6; thence East along the North line of said Lot 6 a distance of 479.45', more or less, to the Northeast corner of said Lot 6; thence Southwesterly along the Easterly line of said Lot 6 a distance of 514.26', more or less, to the point of beginning.



**City of Windom  
Windom, Minnesota**

**Permit Application**

**For Use of Amplification Equipment in Public**

State of Minnesota )

County of Cottonwood )

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

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

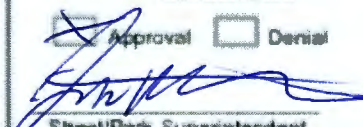
Date of Event 03/18/22 through 10/28/22

Location Plaza Jalisco Windom Patio

Hours 2:00pm to 10:00pm Friday or Saturday, maybe once or twice a month live music with local musicians

Type of Event Live Music

Application made this 10 day of March 2022

|                                                                                                                   |                                 |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------|
| License Fee - None \$0.00                                                                                         |                                 |
| <b>Recommend</b>                                                                                                  |                                 |
| <input checked="" type="checkbox"/> Approval                                                                      | <input type="checkbox"/> Denial |
| <br>Street/Park Superintendent |                                 |
| <b>Recommend</b>                                                                                                  |                                 |
| <input checked="" type="checkbox"/> Approval                                                                      | <input type="checkbox"/> Denial |
| <br>Police Chief               |                                 |

Luis Ruiz / Plaza Jalisco

Name of Individual/ Organization

Signature

821 4th ave

Street Address

Windom Mn

City State

6414302370

Telephone Number

Application ☐ APPROVED ☐ DISAPPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Council





Windom, MN

# Expense Approval Report

## By Fund

Payment Dates 2/26/2022 - 3/11/2022

| Vendor Name                                    | Payable Number          | Post Date  | Description (Item)                                   | Account Number | Amount           |
|------------------------------------------------|-------------------------|------------|------------------------------------------------------|----------------|------------------|
| <b>Fund: 100 - GENERAL</b>                     |                         |            |                                                      |                |                  |
| CAROL HARTMAN                                  | 58633-6                 | 03/04/2022 | CREDIT BALANCE REFUND                                | 100-20191      | 290.13           |
|                                                |                         |            |                                                      |                | <b>290.13</b>    |
| <b>Activity: 41110 - Mayor &amp; Council</b>   |                         |            |                                                      |                |                  |
| QUICK PRINT                                    | 22029                   | 02/25/2022 | CITY/SUPPLIES                                        | 100-41110-200  | 407.60           |
| US BANK                                        | FEB. 2022               | 03/07/2022 | CORPERATE/MANAGING ACC                               | 100-41110-326  | 16.02            |
| WINDOM LIONS CLUB                              | 3/7/2022                | 03/07/2022 | PARK SHELTER DONATIONS                               | 100-41110-490  | 79,569.77        |
|                                                |                         |            | <b>Activity 41110 - Mayor &amp; Council Total:</b>   |                | <b>79,993.39</b> |
| <b>Activity: 41310 - Administration</b>        |                         |            |                                                      |                |                  |
| SW/WC SERVICE COOPERATIV                       | MARCH '22               | 02/25/2022 | EAP MARCH 2022                                       | 100-41310-131  | 9.00             |
| INDOFF, INC                                    | 3543551                 | 02/18/2022 | CITY/SUPPLIES                                        | 100-41310-200  | 21.99            |
| INDOFF, INC                                    | 3543555                 | 02/18/2022 | PAPER/SUPPLIES                                       | 100-41310-200  | 79.85            |
| INDOFF, INC                                    | 3545392                 | 03/03/2022 | CITY/SUPPLIES                                        | 100-41310-200  | 44.92            |
| INDOFF, INC                                    | 3546352                 | 03/03/2022 | CITY/SUPPLIES                                        | 100-41310-200  | 43.56            |
| A & B BUSINESS                                 | IN925279                | 03/04/2022 | MAINTENANCE CONTRACT 3/5                             | 100-41310-217  | 105.85           |
| US BANK                                        | FEB. 2022               | 03/07/2022 | CORPERATE/MANAGING ACC                               | 100-41310-308  | 20.00            |
| STEVE NASBY                                    | 02-24-22                | 03/01/2022 | TRAVEL EXPENSE                                       | 100-41310-331  | 38.61            |
| STEVE NASBY                                    | 3-2-22                  | 03/07/2022 | MILAGE                                               | 100-41310-331  | 177.84           |
| US BANK                                        | FEB. 2022               | 03/07/2022 | CORPERATE/MANAGING ACC                               | 100-41310-334  | 113.82           |
|                                                |                         |            | <b>Activity 41310 - Administration Total:</b>        |                | <b>655.44</b>    |
| <b>Activity: 41910 - Building &amp; Zoning</b> |                         |            |                                                      |                |                  |
| SW/WC SERVICE COOPERATIV                       | MARCH '22               | 02/25/2022 | EAP MARCH 2022                                       | 100-41910-131  | 3.60             |
| QUICK PRINT                                    | 22037                   | 03/04/2022 | B & Z/SUPPLIES                                       | 100-41910-200  | 122.50           |
| INDOFF, INC                                    | 3543548                 | 02/22/2022 | SUPPLIES                                             | 100-41910-200  | 5.67             |
| US BANK                                        | FEB. 2022               | 03/07/2022 | CORPERATE/MANAGING ACC                               | 100-41910-200  | 27.72            |
| WEX BANK                                       | 79087836                | 03/08/2022 | MOTOR FUELS                                          | 100-41910-212  | 190.12           |
| VERIZON WIRELESS                               | 9900295781              | 03/03/2022 | TELEPHONE                                            | 100-41910-321  | 41.46            |
| US BANK                                        | FEB. 2022               | 03/07/2022 | CORPERATE/MANAGING ACC                               | 100-41910-334  | 296.87           |
| US BANK                                        | FEB. 2022               | 03/07/2022 | CORPERATE/MANAGING ACC                               | 100-41910-433  | 65.00            |
|                                                |                         |            | <b>Activity 41910 - Building &amp; Zoning Total:</b> |                | <b>752.94</b>    |
| <b>Activity: 41940 - City Hall</b>             |                         |            |                                                      |                |                  |
| MN ENERGY RESOURCES                            | 23230709                | 02/25/2022 | GAS UTILITY                                          | 100-41940-383  | 1,531.00         |
| AMAZON CAPITAL SERVICES, I                     | 1H4N-1QXF-D31C          | 02/11/2022 | CAMERAS/MAINTENANCE - S                              | 100-41940-402  | 24.82            |
| SANDRA HERDER                                  | FEB 2022                | 03/01/2022 | FEB. CLEANING                                        | 100-41940-406  | 368.00           |
| MELISSA PENAS                                  | FEB 2022                | 03/01/2022 | CLEANING- FEB 2022                                   | 100-41940-406  | 368.00           |
|                                                |                         |            | <b>Activity 41940 - City Hall Total:</b>             |                | <b>2,291.82</b>  |
| <b>Activity: 42120 - Crime Control</b>         |                         |            |                                                      |                |                  |
| SW/WC SERVICE COOPERATIV                       | MARCH '22               | 02/25/2022 | EAP MARCH 2022                                       | 100-42120-131  | 19.80            |
| AMAZON CAPITAL SERVICES, I                     | 1C6Q-TYD6-HWF6          | 02/17/2022 | POLICE/SUPPLIES                                      | 100-42120-200  | 177.27           |
| INDOFF, INC                                    | 3543549                 | 02/25/2022 | POLICE/SUPPLIES                                      | 100-42120-200  | 2.46             |
| INDOFF, INC                                    | 3545399                 | 02/25/2022 | SUPPLIES                                             | 100-42120-200  | 37.02            |
| WEX BANK                                       | 79087836                | 03/08/2022 | MOTOR FUELS                                          | 100-42120-212  | -35.49           |
| WEX BANK                                       | 79087836                | 03/08/2022 | MOTOR FUELS                                          | 100-42120-212  | 2,131.74         |
| KIESLER'S POLICE SUPPLY, INC                   | IN179898/IN80756/RA3131 | 03/08/2022 | UNIFORMS                                             | 100-42120-218  | 2,305.00         |
| SOUTH CENTRAL COLLEGE                          | 00175798                | 02/25/2022 | FIRST RESPONER REFRESHER                             | 100-42120-308  | 397.68           |
| NASRO                                          | 26415                   | 02/28/2022 | TRAINING & REGISTRATION                              | 100-42120-308  | 195.00           |
| US BANK                                        | FEB. 2022               | 03/07/2022 | CORPERATE/MANAGING ACC                               | 100-42120-308  | 475.00           |
| AT & T MOBILITY                                | 287293102788X03032022   | 03/08/2022 | TELEPHONE                                            | 100-42120-321  | 692.40           |
| AMAZON CAPITAL SERVICES, I                     | 1TYC-NQ7H-6N73          | 02/07/2022 | DATA PROCESSING                                      | 100-42120-326  | 36.99            |
| AMAZON CAPITAL SERVICES, I                     | 1VXM-MLL4-WHHQ          | 02/25/2022 | POLICE/DATA PROCESSING                               | 100-42120-326  | 510.77           |
| LEASE FINANCE PARTNERS                         | 3250 02-18-22           | 02/25/2022 | POLICE/MAINTENANCE - STR                             | 100-42120-326  | 534.00           |
| QUICK PRINT                                    | 22009                   | 03/01/2022 | POLICE/PRINTING                                      | 100-42120-350  | 68.85            |
| GRAFIX SHOPPE                                  | 290967                  | 03/03/2022 | POLICE/PRINTING                                      | 100-42120-350  | 325.00           |

## Expense Approval Report

Payment Dates: 2/26/2022 - 3/11/2022

| Vendor Name              | Payable Number | Post Date  | Description (Item)       | Account Number | Amount   |
|--------------------------|----------------|------------|--------------------------|----------------|----------|
| MIKE'S LLC               | 675            | 02/25/2022 | REPAIRS AND MAINTENANCE  | 100-42120-404  | 950.84   |
| SCHWALBACH HARDWARE      | FEB 2022       | 03/08/2022 | MAINTENANCE              | 100-42120-405  | 6.59     |
| FORD MOTOR CREDIT CO LLC | 1769737        | 03/01/2022 | POLICE/VEHICLE LEASE     | 100-42120-419  | 663.95   |
| ENTERPRISE FM TRUST      | FBN4422048     | 03/08/2022 | VEHICLE LEASE            | 100-42120-419  | 274.09   |
| SCB PUBLIC FINANCE       | MAR 2022       | 02/07/2022 | VEHICLE LEASE PAYMENT    | 100-42120-419  | 1,054.07 |
| US BANK                  | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC   | 100-42120-480  | 25.95    |
| SW/WC SERVICE COOPERATIV | MARCH 2022     | 02/25/2022 | HEALTH INSURANCE AND EAP | 100-42120-480  | 788.11   |

Activity 42120 - Crime Control Total: 11,637.09

## Activity: 42220 - Fire Fighting

|                            |              |            |                            |               |          |
|----------------------------|--------------|------------|----------------------------|---------------|----------|
| ARAMARK                    | 256000087242 | 02/25/2022 | FIRE/CLEANING/SUPPLIES     | 100-42220-211 | 47.06    |
| VET'S OIL COMPANY          | 02-20-2022   | 03/09/2022 | FIRE/MOTOR FUELS           | 100-42220-212 | 33.70    |
| WEX BANK                   | 79087836     | 03/08/2022 | MOTOR FUELS                | 100-42220-212 | 186.40   |
| RUNNINGS SUPPLY, INC       | FEB 2022     | 03/08/2022 | MAINTENANCE                | 100-42220-215 | 129.99   |
| US BANK                    | FEB. 2022    | 03/07/2022 | CORPERATE/MANAGING ACC     | 100-42220-215 | 354.54   |
| A & B BUSINESS             | IN925279     | 03/04/2022 | MAINTENANCE CONTRACT 3/5   | 100-42220-217 | 61.75    |
| US BANK                    | FEB. 2022    | 03/07/2022 | CORPERATE/MANAGING ACC     | 100-42220-218 | 86.37    |
| ACCESS HEALTH WINDOM       | 12-08-21     | 03/08/2022 | FIRE/ISAAK PAULSON/LAB TES | 100-42220-310 | 594.00   |
| ALPHA WIRELESS - MANKATO   | 15168        | 03/09/2022 | FIRE/RADIO UNITS           | 100-42220-323 | 2,179.46 |
| US BANK                    | FEB. 2022    | 03/07/2022 | CORPERATE/MANAGING ACC     | 100-42220-325 | 416.00   |
| LEAGUE OF MN CITIES INS TR | 7041         | 02/25/2022 | LMC GL 000000110142 INS. T | 100-42220-365 | 1,000.00 |
| MN ENERGY RESOURCES        | 23230709     | 02/25/2022 | GAS UTILITY                | 100-42220-383 | 1,164.53 |
| SCHWALBACH HARDWARE        | FEB 2022     | 03/08/2022 | MAINTENANCE                | 100-42220-404 | 11.16    |
| WINDOM FARM SERVICE        | 30674        | 03/04/2022 | REPAIR AND MAINTENANCE VEH | 100-42220-405 | 243.79   |
| O'REILLY AUTOMOTIVE, INC   | 4425-333257  | 02/25/2022 | FIRE/MAINTENANCE - VEHICL  | 100-42220-405 | 8.34     |
| SCHWALBACH HARDWARE        | FEB 2022     | 03/08/2022 | MAINTENANCE                | 100-42220-405 | 8.50     |

Activity 42220 - Fire Fighting Total: 6,525.59

## Activity: 42500 - Civil Defense

|                      |          |            |                      |               |        |
|----------------------|----------|------------|----------------------|---------------|--------|
| US GEOLOGICAL SURVEY | 90955034 | 01/24/2022 | MAINTENANCE - OFFICE | 100-42500-215 | 825.75 |
|----------------------|----------|------------|----------------------|---------------|--------|

Activity 42500 - Civil Defense Total: 825.75

## Activity: 43100 - Streets

|                          |            |            |                           |               |          |
|--------------------------|------------|------------|---------------------------|---------------|----------|
| SW/WC SERVICE COOPERATIV | MARCH 2022 | 02/25/2022 | EAP JANUARY               | 100-43100-131 | 1.80     |
| SW/WC SERVICE COOPERATIV | MARCH '22  | 02/25/2022 | EAP MARCH 2022            | 100-43100-131 | 5.40     |
| INDOFF, INC              | 3545398    | 02/28/2022 | SUPPLIES                  | 100-43100-200 | 544.97   |
| SCHWALBACH HARDWARE      | FEB 2022   | 03/08/2022 | MAINTENANCE               | 100-43100-200 | 9.59     |
| WEX BANK                 | 79087836   | 03/08/2022 | MOTOR FUELS               | 100-43100-212 | 2,320.10 |
| WEX BANK                 | 79087836   | 03/08/2022 | MOTOR FUELS               | 100-43100-212 | -39.62   |
| US BANK                  | FEB. 2022  | 03/07/2022 | CORPERATE/MANAGING ACC    | 100-43100-212 | 84.07    |
| A & B BUSINESS           | IN925279   | 03/04/2022 | MAINTENANCE CONTRACT 3/5  | 100-43100-217 | 61.75    |
| MID-AMERICAN RESEARCH C  | 0754733-IN | 02/25/2022 | STREET MAINTENANCE MATE   | 100-43100-224 | 4,540.42 |
| SCOTT VEENKER            | 28532      | 03/07/2022 | SNOW REMOVAL- FIRE HALL   | 100-43100-224 | 1,500.00 |
| RUNNINGS SUPPLY, INC     | FEB 2022   | 03/08/2022 | MAINTENANCE               | 100-43100-241 | 179.99   |
| VERIZON WIRELESS         | 9900295781 | 03/03/2022 | TELEPHONE                 | 100-43100-321 | 42.32    |
| MN ENERGY RESOURCES      | 23230709   | 02/25/2022 | GAS UTILITY               | 100-43100-383 | 1,449.31 |
| RDO EQUIPMENT CO         | P0574704   | 02/25/2022 | STREET/MAINTENANCE - OFFI | 100-43100-404 | 696.28   |

Activity 43100 - Streets Total: 11,396.38

## Activity: 45120 - Recreation

|                |          |            |                          |               |       |
|----------------|----------|------------|--------------------------|---------------|-------|
| A & B BUSINESS | IN925279 | 03/04/2022 | MAINTENANCE CONTRACT 3/5 | 100-45120-217 | 13.23 |
|----------------|----------|------------|--------------------------|---------------|-------|

Activity 45120 - Recreation Total: 13.23

## Activity: 45202 - Park Areas

|                            |                |            |                          |               |        |
|----------------------------|----------------|------------|--------------------------|---------------|--------|
| SW/WC SERVICE COOPERATIV   | MARCH '22      | 02/25/2022 | EAP MARCH 2022           | 100-45202-131 | 1.80   |
| WEX BANK                   | 79087836       | 03/08/2022 | MOTOR FUELS              | 100-45202-212 | 59.28  |
| AMAZON CAPITAL SERVICES, I | 1H4N-1QXF-D31C | 02/11/2022 | CAMERAS/MAINTENANCE - S  | 100-45202-402 | 57.93  |
| FLAGSHIP RECREATION        | F9389          | 02/25/2022 | STREET/MAINTENANCE - STR | 100-45202-402 | 373.00 |
| RUNNINGS SUPPLY, INC       | FEB 2022       | 03/08/2022 | MAINTENANCE              | 100-45202-405 | 20.55  |
| US BANK                    | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC   | 100-45202-406 | 134.23 |

Activity 45202 - Park Areas Total: 646.79

Fund 100 - GENERAL Total: 115,028.55



## Expense Approval Report

Payment Dates: 2/26/2022 - 3/11/2022

| Vendor Name                            | Payable Number        | Post Date  | Description (Item)       | Account Number | Amount          |
|----------------------------------------|-----------------------|------------|--------------------------|----------------|-----------------|
| <b>Fund: 211 - LIBRARY</b>             |                       |            |                          |                |                 |
| <b>Activity: 45501 - Library</b>       |                       |            |                          |                |                 |
| SW/WC SERVICE COOPERATIV               | MARCH '22             | 02/25/2022 | EAP MARCH 2022           | 211-45501-131  | 1.80            |
| US BANK                                | FEB. 2022             | 03/07/2022 | CORPERATE/MANAGING ACC   | 211-45501-200  | 92.44           |
| US BANK                                | FEB. 2022             | 03/07/2022 | CORPERATE/MANAGING ACC   | 211-45501-211  | 124.66          |
| A & B BUSINESS                         | IN925279              | 03/04/2022 | MAINTENANCE CONTRACT 3/5 | 211-45501-217  | 61.75           |
| MN ENERGY RESOURCES                    | 23230709              | 02/25/2022 | GAS UTILITY              | 211-45501-383  | 995.69          |
| AMAZON CAPITAL SERVICES, I             | 1H4N-1QXF-D31C        | 02/11/2022 | CAMERAS/MAINTENANCE - S  | 211-45501-402  | 16.55           |
| MELISSA PENAS                          | FEB 2022              | 03/01/2022 | CLEANING- FEB 2022       | 211-45501-402  | 368.00          |
| SANDRA HERDER                          | FEB 2022              | 03/01/2022 | FEB. CLEANING            | 211-45501-402  | 368.00          |
| US BANK                                | FEB. 2022             | 03/07/2022 | CORPERATE/MANAGING ACC   | 211-45501-433  | 29.95           |
| US BANK                                | FEB. 2022             | 03/07/2022 | CORPERATE/MANAGING ACC   | 211-45501-433  | 86.00           |
| US BANK                                | FEB. 2022             | 03/07/2022 | CORPERATE/MANAGING ACC   | 211-45501-433  | 49.95           |
| INGRAM INDUSTRIES                      | 02/04/2022-02/25/2022 | 03/07/2022 | BOOKS/PAMPHLETS          | 211-45501-435  | 2,036.60        |
| MICROMARKETING, LLC                    | 489999                | 02/28/2022 | BOOKS/PAMPHLETS          | 211-45501-435  | 76.98           |
| US BANK                                | FEB. 2022             | 03/07/2022 | CORPERATE/MANAGING ACC   | 211-45501-435  | 14.99           |
| US BANK                                | FEB. 2022             | 03/07/2022 | CORPERATE/MANAGING ACC   | 211-45501-435  | -18.59          |
| <b>Activity 45501 - Library Total:</b> |                       |            |                          |                | <b>4,304.77</b> |
| <b>Fund 211 - LIBRARY Total:</b>       |                       |            |                          |                | <b>4,304.77</b> |

**Fund: 225 - AIRPORT****Activity: 45127 - Airport**

|                                        |               |            |                           |               |                  |
|----------------------------------------|---------------|------------|---------------------------|---------------|------------------|
| RED ROCK RURAL WATER                   | 106026 2-1-22 | 03/01/2022 | AIRPORT/SERVICE           | 225-45127-200 | 30.50            |
| RED ROCK RURAL WATER                   | 106026 2-1-22 | 03/01/2022 | AIRPORT/METER FEE/SERVICE | 225-45127-200 | 2.00             |
| BEST OIL COMPANY                       | 63244         | 03/03/2022 | AIRPORT/JET FUEL          | 225-45127-264 | 14,127.86        |
| BEST OIL COMPANY                       | 63251         | 03/03/2022 | AIRPORT/AV GAS            | 225-45127-264 | 15,716.75        |
| SOUTH CENTRAL ELECTRIC                 | FEB 2022      | 03/04/2022 | ELECTRIC UTILITY          | 225-45127-381 | 1,396.00         |
| SOUTH CENTRAL ELECTRIC                 | FEB 2022      | 03/04/2022 | ELECTRIC UTILITY          | 225-45127-381 | 447.83           |
| <b>Activity 45127 - Airport Total:</b> |               |            |                           |               | <b>31,720.94</b> |
| <b>Fund 225 - AIRPORT Total:</b>       |               |            |                           |               | <b>31,720.94</b> |

**Fund: 230 - POOL****Activity: 45124 - Pool**

|                                     |                |            |                          |               |              |
|-------------------------------------|----------------|------------|--------------------------|---------------|--------------|
| A & B BUSINESS                      | IN925279       | 03/04/2022 | MAINTENANCE CONTRACT 3/5 | 230-45124-217 | 13.23        |
| AMAZON CAPITAL SERVICES, I          | 1H4N-1QXF-D31C | 02/11/2022 | CAMERAS/MAINTENANCE - S  | 230-45124-402 | 16.55        |
| <b>Activity 45124 - Pool Total:</b> |                |            |                          |               | <b>29.78</b> |
| <b>Fund 230 - POOL Total:</b>       |                |            |                          |               | <b>29.78</b> |

**Fund: 235 - AMBULANCE****Activity: 42153 - Ambulance**

|                                          |                  |            |                          |               |                 |
|------------------------------------------|------------------|------------|--------------------------|---------------|-----------------|
| WEX BANK                                 | 79087836         | 03/08/2022 | MOTOR FUELS              | 235-42153-212 | -31.04          |
| WEX BANK                                 | 79087836         | 03/08/2022 | MOTOR FUELS              | 235-42153-212 | 1,864.02        |
| BRITTANY ESPENSON - RIVERS               | 1355             | 03/03/2022 | AMBULANCE/OPERATING SUP  | 235-42153-217 | 210.00          |
| WINDOM AREA HEALTH                       | 734-0024-02-2022 | 03/07/2022 | NURSING REIMBURSEMENT    | 235-42153-217 | 121.84          |
| BOUND TREE MEDICAL, LLC                  | 84402844         | 02/22/2022 | OPERATING SUPPLIES       | 235-42153-217 | 206.90          |
| US BANK                                  | FEB. 2022        | 03/07/2022 | CORPERATE/MANAGING ACC   | 235-42153-217 | 98.98           |
| A & B BUSINESS                           | IN925279         | 03/04/2022 | MAINTENANCE CONTRACT 3/5 | 235-42153-217 | 61.75           |
| WINDOM AREA HEALTH                       | 734-0024-02-2022 | 03/07/2022 | NURSING REIMBURSEMENT    | 235-42153-312 | 2,125.81        |
| EXPERT BILLING LLC                       | 9651             | 02/22/2022 | DATA PROCESSING          | 235-42153-326 | 2,552.00        |
| KIM POWERS                               | 3-7-2022         | 03/07/2022 | MEALS                    | 235-42153-334 | 50.40           |
| APRIL HARRINGTON                         | 3-7-2022         | 03/07/2022 | MEALS                    | 235-42153-334 | 18.79           |
| JUSTIN HARRINGTON                        | 3-7-2022         | 03/07/2022 | MEALS                    | 235-42153-334 | 72.44           |
| KRISTEN PORATH                           | 3-7-2022         | 03/07/2022 | MEALS                    | 235-42153-334 | 39.09           |
| BOUND TREE MEDICAL, LLC                  | 84415996         | 02/28/2022 | ADVERTISING              | 235-42153-340 | 10.14           |
| US BANK                                  | FEB. 2022        | 03/07/2022 | CORPERATE/MANAGING ACC   | 235-42153-340 | 419.47          |
| MN ENERGY RESOURCES                      | 23230709         | 02/25/2022 | GAS UTILITY              | 235-42153-383 | 776.36          |
| ARAMARK                                  | 256000087242     | 02/25/2022 | AMB/MAINTENANCE - GROU   | 235-42153-406 | 31.37           |
| MN REVENUE                               | 1-240-288-928    | 03/09/2022 | MN CARE TAX              | 235-42153-460 | 1,125.18        |
| <b>Activity 42153 - Ambulance Total:</b> |                  |            |                          |               | <b>9,753.50</b> |
| <b>Fund 235 - AMBULANCE Total:</b>       |                  |            |                          |               | <b>9,753.50</b> |

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| Vendor Name                                       | Payable Number      | Post Date  | Description (Item)         | Account Number | Amount            |
|---------------------------------------------------|---------------------|------------|----------------------------|----------------|-------------------|
| <b>Fund: 250 - EDA GENERAL</b>                    |                     |            |                            |                |                   |
| <b>Activity: 46520 - EDA</b>                      |                     |            |                            |                |                   |
| SW/WC SERVICE COOPERATIV                          | MARCH '22           | 02/25/2022 | EAP MARCH 2022             | 250-46520-131  | 3.60              |
| QUICK PRINT                                       | 22037               | 03/04/2022 | B & Z/SUPPLIES             | 250-46520-200  | 122.50            |
| INDOFF, INC                                       | 3543548             | 02/22/2022 | SUPPLIES                   | 250-46520-200  | 5.67              |
| US BANK                                           | FEB. 2022           | 03/07/2022 | CORPERATE/MANAGING ACC     | 250-46520-200  | 16.02             |
| SCHRAMEL LAW OFFICE                               | FEB 2022-EDA        | 03/03/2022 | EDA/LEGAL FEES             | 250-46520-304  | 885.00            |
| US BANK                                           | FEB. 2022           | 03/07/2022 | CORPERATE/MANAGING ACC     | 250-46520-308  | 10.00             |
| VERIZON WIRELESS                                  | 9900295781          | 03/03/2022 | TELEPHONE                  | 250-46520-321  | 28.94             |
| FEDERATED RURAL ELECTRIC                          | 1/31/2022-2/28/2022 | 03/08/2022 | ELECTRIC UTILITY           | 250-46520-381  | 23.00             |
| AMAZON CAPITAL SERVICES, I                        | 1H4N-1QXF-D31C      | 02/11/2022 | CAMERAS/MAINTENANCE - S    | 250-46520-402  | 24.82             |
| WINDOM AREA CHAMBER OF                            | 2-28-2022           | 02/28/2022 | WELCOME WEEK GRANT         | 250-46520-439  | 2,500.00          |
| <b>Activity 46520 - EDA Total:</b>                |                     |            |                            |                | <b>3,619.55</b>   |
| <b>Fund 250 - EDA GENERAL Total:</b>              |                     |            |                            |                | <b>3,619.55</b>   |
| <b>Fund: 254 - NORTH IND PARK</b>                 |                     |            |                            |                |                   |
| <b>Activity: 46520 - EDA</b>                      |                     |            |                            |                |                   |
| SOUTH CENTRAL ELECTRIC                            | FEB 2022            | 03/04/2022 | ELECTRIC UTILITY           | 254-46520-381  | 156.26            |
| CEMSTONE PRODUCTS CO                              | 03-07-22            | 03/08/2022 | EARNEST/PURCHASE/SPECIAL   | 254-46520-439  | 50,000.00         |
| <b>Activity 46520 - EDA Total:</b>                |                     |            |                            |                | <b>50,156.26</b>  |
| <b>Fund 254 - NORTH IND PARK Total:</b>           |                     |            |                            |                | <b>50,156.26</b>  |
| <b>Fund: 303 - 2007 STREET IMPROVEMENT</b>        |                     |            |                            |                |                   |
| <b>Activity: 47000 - Debt Service</b>             |                     |            |                            |                |                   |
| BOND TRUST SERVICE CORP                           | 69146-69157         | 03/07/2022 | ADM FEE                    | 303-47000-480  | 475.00            |
| <b>Activity 47000 - Debt Service Total:</b>       |                     |            |                            |                | <b>475.00</b>     |
| <b>Fund 303 - 2007 STREET IMPROVEMENT Total:</b>  |                     |            |                            |                | <b>475.00</b>     |
| <b>Fund: 307 - 2017 STREET PROJECT</b>            |                     |            |                            |                |                   |
| <b>Activity: 41000 - General Government</b>       |                     |            |                            |                |                   |
| BOND TRUST SERVICE CORP                           | 69146-69157         | 03/07/2022 | ADM FEE                    | 307-41000-480  | 475.00            |
| <b>Activity 41000 - General Government Total:</b> |                     |            |                            |                | <b>475.00</b>     |
| <b>Fund 307 - 2017 STREET PROJECT Total:</b>      |                     |            |                            |                | <b>475.00</b>     |
| <b>Fund: 308 - 2020 STREET PROJECT</b>            |                     |            |                            |                |                   |
| <b>Activity: 41000 - General Government</b>       |                     |            |                            |                |                   |
| BOND TRUST SERVICE CORP                           | 69146-69157         | 03/07/2022 | ADM FEE                    | 308-41000-480  | 475.00            |
| BOND TRUST SERVICE CORP                           | 69146-69157         | 03/07/2022 | ADM FEE                    | 308-41000-480  | 475.00            |
| <b>Activity 41000 - General Government Total:</b> |                     |            |                            |                | <b>950.00</b>     |
| <b>Fund 308 - 2020 STREET PROJECT Total:</b>      |                     |            |                            |                | <b>950.00</b>     |
| <b>Fund: 401 - GENERAL CAPITAL PROJECTS</b>       |                     |            |                            |                |                   |
| <b>Activity: 49950 - Capital Outlay</b>           |                     |            |                            |                |                   |
| ROSENBAUER SOUTH DAKOTA                           | 0000095750          | 03/04/2022 | FIRE/CAPITAL OUTLAY        | 401-49950-502  | 216,650.00        |
| SCHRAMEL LAW OFFICE                               | FEB. 2022 P & Z     | 03/03/2022 | P & Z CIP BOGLE/CAPITAL OU | 401-49950-506  | 210.00            |
| <b>Activity 49950 - Capital Outlay Total:</b>     |                     |            |                            |                | <b>216,860.00</b> |
| <b>Fund 401 - GENERAL CAPITAL PROJECTS Total:</b> |                     |            |                            |                | <b>216,860.00</b> |
| <b>Fund: 406 - PIR</b>                            |                     |            |                            |                |                   |
| <b>Activity: 41000 - General Government</b>       |                     |            |                            |                |                   |
| BOND TRUST SERVICE CORP                           | 69146-69157         | 03/07/2022 | ADM FEE                    | 406-41000-480  | 575.00            |
| <b>Activity 41000 - General Government Total:</b> |                     |            |                            |                | <b>575.00</b>     |
| <b>Fund 406 - PIR Total:</b>                      |                     |            |                            |                | <b>575.00</b>     |
| <b>Fund: 601 - WATER</b>                          |                     |            |                            |                |                   |
| CORE & MAIN LP                                    | Q338773             | 02/25/2022 | WATER/INVENTORY            | 601-14200      | 581.08            |
| <b>Activity: 49400 - Water</b>                    |                     |            |                            |                | <b>581.08</b>     |
| SW/WC SERVICE COOPERATIV                          | MARCH '22           | 02/25/2022 | EAP MARCH 2022             | 601-49400-131  | 5.40              |
| INDOFF, INC                                       | 3543555             | 02/18/2022 | PAPER/SUPPLIES             | 601-49400-200  | 39.93             |
| WEX BANK                                          | 79087836            | 03/08/2022 | MOTOR FUELS                | 601-49400-212  | 270.21            |
| RED ROCK RURAL WATER                              | 104328 02-01-22     | 03/01/2022 | WATER/JOHNSON AUTO         | 601-49400-217  | 34.00             |



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|--------------------------------------|----------------|------------|--------------------------|----------------|-----------------|
| A & B BUSINESS                       | IN925279       | 03/04/2022 | MAINTENANCE CONTRACT 3/5 | 601-49400-217  | 61.75           |
| US BANK                              | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC   | 601-49400-308  | 375.00          |
| US BANK                              | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC   | 601-49400-310  | 92.39           |
| VERIZON WIRELESS                     | 9900295781     | 03/03/2022 | TELEPHONE                | 601-49400-321  | 99.63           |
| MN ENERGY RESOURCES                  | 23230709       | 02/25/2022 | GAS UTILITY              | 601-49400-383  | 1,264.08        |
| MN VALLEY TESTING                    | 1129404        | 02/25/2022 | WATER/LANDFILL           | 601-49400-386  | 1,300.00        |
| SCHRAMMEL LAW OFFICE                 | FEB-22 PUC     | 03/03/2022 | LANDFILL                 | 601-49400-386  | 225.00          |
| ELECTRIC PUMP INC                    | 0072641        | 03/01/2022 | MAINTENANCE - OFFICE     | 601-49400-404  | 3,359.68        |
| US GEOLOGICAL SURVEY                 | 90955034       | 01/24/2022 | MAINTENANCE - OFFICE     | 601-49400-404  | 275.25          |
| SW/WC SERVICE COOPERATIV             | MARCH 2022     | 02/25/2022 | HEALTH INSURANCE AND EAP | 601-49400-480  | 788.11          |
| <b>Activity 49400 - Water Total:</b> |                |            |                          |                | <b>8,190.43</b> |
| <b>Fund 601 - WATER Total:</b>       |                |            |                          |                | <b>8,771.51</b> |

## Fund: 602 - SEWER

## Activity: 49450 - Sewer

|                                      |            |            |                            |               |                 |
|--------------------------------------|------------|------------|----------------------------|---------------|-----------------|
| SW/WC SERVICE COOPERATIV             | MARCH '22  | 02/25/2022 | EAP MARCH 2022             | 602-49450-131 | 3.60            |
| INDOFF, INC                          | 3543555    | 02/18/2022 | PAPER/SUPPLIES             | 602-49450-200 | 39.93           |
| WEX BANK                             | 79087836   | 03/08/2022 | MOTOR FUELS                | 602-49450-212 | 20.78           |
| A & B BUSINESS                       | IN925279   | 03/04/2022 | MAINTENANCE CONTRACT 3/5   | 602-49450-217 | 61.75           |
| DGR ENGINEERING                      | 00251707   | 02/25/2022 | SEWER/1ST AVE S SANITARY S | 602-49450-303 | 274.00          |
| US BANK                              | FEB. 2022  | 03/07/2022 | CORPERATE/MANAGING ACC     | 602-49450-308 | 56.37           |
| US BANK                              | FEB. 2022  | 03/07/2022 | CORPERATE/MANAGING ACC     | 602-49450-308 | 266.47          |
| MN VALLEY TESTING                    | 1129421    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 239.60          |
| MN VALLEY TESTING                    | 1129422    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 18.40           |
| MN VALLEY TESTING                    | 1129423    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 18.40           |
| MN VALLEY TESTING                    | 1129442    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 239.60          |
| MN VALLEY TESTING                    | 1129444    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 158.00          |
| MN VALLEY TESTING                    | 1129448    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 178.80          |
| MN VALLEY TESTING                    | 1129463    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 239.60          |
| MN VALLEY TESTING                    | 1129465    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 134.40          |
| MN VALLEY TESTING                    | 1129466    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 217.60          |
| MN VALLEY TESTING                    | 1129489    | 02/14/2022 | LAB TESTING                | 602-49450-310 | 88.40           |
| MN VALLEY TESTING                    | 1129771    | 02/25/2022 | SEWER/LAB TESTING          | 602-49450-310 | 178.80          |
| US BANK                              | FEB. 2022  | 03/07/2022 | CORPERATE/MANAGING ACC     | 602-49450-310 | 803.81          |
| VERIZON WIRELESS                     | 9900295781 | 03/03/2022 | TELEPHONE                  | 602-49450-321 | 121.48          |
| SOUTH CENTRAL ELECTRIC               | FEB 2022   | 03/04/2022 | ELECTRIC UTILITY           | 602-49450-381 | 288.30          |
| MN ENERGY RESOURCES                  | 23230709   | 02/25/2022 | GAS UTILITY                | 602-49450-383 | 156.82          |
| MN ENERGY RESOURCES                  | 23230709   | 02/25/2022 | GAS UTILITY                | 602-49450-383 | 21.91           |
| MN ENERGY RESOURCES                  | 23230709   | 02/25/2022 | GAS UTILITY                | 602-49450-383 | 18.00           |
| MN ENERGY RESOURCES                  | 23230709   | 02/25/2022 | GAS UTILITY                | 602-49450-383 | 3,173.74        |
| MID-AMERICAN RESEARCH C              | 0754610-IN | 02/25/2022 | SEWER/MAINTENANCE - OFFI   | 602-49450-404 | 326.18          |
| US GEOLOGICAL SURVEY                 | 90955034   | 01/24/2022 | MAINTENANCE - OFFICE       | 602-49450-404 | 275.25          |
| RUNNINGS SUPPLY, INC                 | FEB 2022   | 03/08/2022 | MAINTENANCE                | 602-49450-404 | 11.94           |
| SCHWALBACH HARDWARE                  | FEB 2022   | 03/08/2022 | MAINTENANCE                | 602-49450-404 | 62.55           |
| <b>Activity 49450 - Sewer Total:</b> |            |            |                            |               | <b>7,694.48</b> |
| <b>Fund 602 - SEWER Total:</b>       |            |            |                            |               | <b>7,694.48</b> |

## Fund: 604 - ELECTRIC

|                      |                   |            |                           |           |                  |
|----------------------|-------------------|------------|---------------------------|-----------|------------------|
| ELECTRIC FUND        | 270 RETURNED      | 02/28/2022 | INVENTORY                 | 604-14200 | 15.72            |
| ELK RIVER WINLECTRIC | 349032 02         | 02/15/2022 | INVENTORY                 | 604-14200 | 2,630.04         |
| US BANK              | FEB. 2022         | 03/07/2022 | CORPERATE/MANAGING ACC    | 604-14200 | 309.45           |
| DGR ENGINEERING      | 00251914          | 02/25/2022 | EL/TRANSMISSION PROJECT   | 604-16300 | 452.00           |
| DGR ENGINEERING      | 00252031          | 02/25/2022 | FUEL OIL STRAGE TANK/IMPR | 604-16300 | 5,703.83         |
| SCHRAMMEL LAW OFFICE | FEB 2022 CITY LPC | 03/03/2022 | EL/IMPROVEMENTS           | 604-16300 | 46.00            |
| SCHRAMMEL LAW OFFICE | FEB-22 PUC        | 03/03/2022 | TRANSMISSION/IMPROVEMEN   | 604-16300 | 1,380.00         |
|                      |                   |            |                           |           | <b>10,537.04</b> |

## Activity: 49550 - Electric

|                            |               |            |                |               |        |
|----------------------------|---------------|------------|----------------|---------------|--------|
| SW/WC SERVICE COOPERATIV   | MARCH '22     | 02/25/2022 | EAP MARCH 2022 | 604-49550-131 | 9.00   |
| INTERSTATE ALL BATTERY CEN | 1912903024995 | 02/22/2022 | SUPPLIES       | 604-49550-200 | 100.89 |
| INDOFF, INC                | 3543555       | 02/18/2022 | PAPER/SUPPLIES | 604-49550-200 | 39.93  |
| SCHWALBACH HARDWARE        | FEB 2022      | 03/08/2022 | MAINTENANCE    | 604-49550-200 | 122.69 |

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|-----------------------------------------|---------------------|------------|---------------------------|----------------|-------------------|
| RUNNINGS SUPPLY, INC                    | FEB 2022            | 03/08/2022 | MAINTENANCE               | 604-49550-211  | 14.79             |
| SCHWALBACH HARDWARE                     | FEB 2022            | 03/08/2022 | MAINTENANCE               | 604-49550-211  | 299.15            |
| WEX BANK                                | 79087836            | 03/08/2022 | MOTOR FUELS               | 604-49550-212  | 306.64            |
| A & B BUSINESS                          | IN925279            | 03/04/2022 | MAINTENANCE CONRACT 3/5   | 604-49550-217  | 61.75             |
| RUNNINGS SUPPLY, INC                    | FEB 2022            | 03/08/2022 | MAINTENANCE               | 604-49550-241  | 84.96             |
| US BANK                                 | FEB. 2022           | 03/07/2022 | CORPERATE/MANAGING ACC    | 604-49550-241  | 10.71             |
| DGR ENGINEERING                         | 00252067            | 02/25/2022 | EL/ENG/SURVEYING FEES     | 604-49550-303  | 210.00            |
| mPOWER TECHNOLOGIES, IN                 | 4687                | 02/28/2022 | ENG/SURVEYING FEES        | 604-49550-303  | 4,640.00          |
| VERIZON WIRELESS                        | 9900295781          | 03/03/2022 | TELEPHONE                 | 604-49550-321  | 80.02             |
| GOLDEN WEST TECH & INT SO               | 220200271           | 03/01/2022 | DISPATCHING               | 604-49550-325  | 69.20             |
| TRAVELERS                               | 1/18/2022-1/18/2023 | 03/07/2022 | INSURANCE                 | 604-49550-362  | 99,587.00         |
| MN ENERGY RESOURCES                     | 23230709            | 02/25/2022 | GAS UTILITY               | 604-49550-383  | 1,347.71          |
| ELECTRIC FUND                           | 562                 | 03/04/2022 | MAINTENANCE - DISTRIBUTIO | 604-49550-402  | 18.25             |
| SCHWALBACH HARDWARE                     | FEB 2022            | 03/08/2022 | MAINTENANCE               | 604-49550-402  | 441.62            |
| RUNNINGS SUPPLY, INC                    | FEB 2022            | 03/08/2022 | MAINTENANCE               | 604-49550-402  | 90.23             |
| US BANK                                 | FEB. 2022           | 03/07/2022 | CORPERATE/MANAGING ACC    | 604-49550-402  | 235.53            |
| DICKS WELDING INC                       | 72158               | 03/03/2022 | EL/MAINTENANCE - OFFICE   | 604-49550-404  | 54.06             |
| JORDAN BUSSA                            | 041                 | 03/07/2022 | MONTHLY CLEANING BILL     | 604-49550-406  | 282.55            |
| ELECTRIC FUND                           | 560                 | 02/28/2022 | MAINTENANCE - DISTRIBUTIO | 604-49550-408  | 14.99             |
| ELECTRIC FUND                           | 561                 | 03/04/2022 | MAINTENANCE - DISTRIBUTIO | 604-49550-408  | 250.57            |
| SCHWALBACH HARDWARE                     | FEB 2022            | 03/08/2022 | MAINTENANCE               | 604-49550-409  | 32.93             |
| RUNNINGS SUPPLY, INC                    | FEB 2022            | 03/08/2022 | MAINTENANCE               | 604-49550-409  | 43.98             |
| WINDOM AREA DEVELOPME                   | MARCH 2022          | 02/28/2022 | PAYMENTS TO OTHER ORGANI  | 604-49550-491  | 1,200.00          |
| <b>Activity 49550 - Electric Total:</b> |                     |            |                           |                | <b>109,649.15</b> |
| <b>Fund 604 - ELECTRIC Total:</b>       |                     |            |                           |                | <b>120,186.19</b> |

## Fund: 609 - LIQUOR STORE

## Activity: 49751 - Liquor Store

|                          |            |            |                            |               |           |
|--------------------------|------------|------------|----------------------------|---------------|-----------|
| SW/WC SERVICE COOPERATIV | MARCH '22  | 02/25/2022 | EAP MARCH 2022             | 609-49751-131 | 3.60      |
| INDOFF, INC              | 3543555    | 02/18/2022 | PAPER/SUPPLIES             | 609-49751-200 | 39.93     |
| CITY LAUNDERING CO.      | 1741951    | 02/28/2022 | CLEANING/SUPPLIES- LIQUOR  | 609-49751-211 | 44.89     |
| SCHWALBACH HARDWARE      | FEB 2022   | 03/08/2022 | MAINTENANCE                | 609-49751-211 | 26.98     |
| WATERVILLE FOOD & ICE    | 05-218245  | 03/01/2022 | ICE                        | 609-49751-217 | 100.00    |
| SCHWALBACH HARDWARE      | FEB 2022   | 03/08/2022 | MAINTENANCE                | 609-49751-217 | 14.97     |
| A & B BUSINESS           | IN925279   | 03/04/2022 | MAINTENANCE CONRACT 3/5    | 609-49751-217 | 88.21     |
| BELLBOY CORP             | 0093655300 | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-251 | 3,017.30  |
| VINOCOPIA, INC           | 0297862-IN | 02/22/2022 | LIQUOR, WINE, SOFT DRINK A | 609-49751-251 | 505.00    |
| DOLL DISTRIBUTING, LLC   | 102539     | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-251 | 117.00    |
| DOLL DISTRIBUTING, LLC   | 106883     | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-251 | 58.50     |
| JOHNSON BROS.            | 1989231    | 02/22/2022 | LIQUOR                     | 609-49751-251 | 2,917.12  |
| JOHNSON BROS.            | 1993835    | 02/22/2022 | LIQUOR                     | 609-49751-251 | 1,697.75  |
| JOHNSON BROS.            | 1998174    | 02/28/2022 | LIQUOR                     | 609-49751-251 | 2,004.48  |
| BEVERAGE WHOLESALERS     | 206763     | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-251 | -180.00   |
| SOUTHERN GLAZER'S OF MN  | 2177629    | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-251 | 2,134.26  |
| SOUTHERN GLAZER'S OF MN  | 2177630    | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-251 | 89.91     |
| BREAKTHRU BEVERAGE MN    | 342983699  | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-251 | 2,228.53  |
| BREAKTHRU BEVERAGE MN    | 408946808  | 02/23/2022 | LIQUOR S./LIQUOR & FREIGH  | 609-49751-251 | -10.40    |
| BREAKTHRU BEVERAGE MN    | 409139961  | 02/23/2022 | LIQUOR S./LIQUOR & FREIGH  | 609-49751-251 | -92.25    |
| BREAKTHRU BEVERAGE MN    | 409316751  | 02/23/2022 | LIQUOR S./MERCHANDISE      | 609-49751-251 | -14.79    |
| BREAKTHRU BEVERAGE MN    | 409473392  | 02/28/2022 | LIQUOR                     | 609-49751-251 | -20.79    |
| PHILLIPS WINE & SPIRITS  | 6347292    | 02/22/2022 | LIQUOR                     | 609-49751-251 | 2,406.11  |
| PHILLIPS WINE & SPIRITS  | 6350874    | 02/22/2022 | LIQUOR                     | 609-49751-251 | 1,568.50  |
| PHILLIPS WINE & SPIRITS  | 6350875    | 02/22/2022 | WINE AND LIQUOR            | 609-49751-251 | 75.50     |
| PHILLIPS WINE & SPIRITS  | 6354150    | 02/28/2022 | LIQUOR                     | 609-49751-251 | 5,476.45  |
| DOLL DISTRIBUTING, LLC   | 102539     | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-252 | 3,736.75  |
| DOLL DISTRIBUTING, LLC   | 106883     | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-252 | 8,949.15  |
| BEVERAGE WHOLESALERS     | 205804     | 02/22/2022 | LIQUOR S./BEER             | 609-49751-252 | 5,374.45  |
| BEVERAGE WHOLESALERS     | 206763     | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-252 | 14,206.33 |
| BEVERAGE WHOLESALERS     | 207676     | 02/28/2022 | BEER                       | 609-49751-252 | 8,256.95  |
| ARTISAN BEER COMPANY     | 3520037    | 02/22/2022 | BEER                       | 609-49751-252 | 358.45    |
| ARTISAN BEER COMPANY     | 3521196    | 02/22/2022 | BEER                       | 609-49751-252 | 250.85    |



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|----------------------------|----------------|------------|----------------------------|----------------|--------|
| ARTISAN BEER COMPANY       | 3522222        | 02/28/2022 | BEER                       | 609-49751-252  | 25.60  |
| BREAKTHRU BEVERAGE MN      | 409255148      | 02/23/2022 | LIQUOR S./BEER             | 609-49751-252  | -2.04  |
| BREAKTHRU BEVERAGE MN      | 409255149      | 02/23/2022 | LIQUOR S./BEER             | 609-49751-252  | -1.02  |
| BELLBOY CORP               | 0093655300     | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-253  | 88.00  |
| VINOCOPIA, INC             | 0297862-IN     | 02/22/2022 | LIQUOR, WINE, SOFT DRINK A | 609-49751-253  | 218.67 |
| PAUSTIS WINE COMPANY       | 156462         | 02/28/2022 | WINE                       | 609-49751-253  | 808.00 |
| JOHNSON BROS.              | 1989232        | 02/22/2022 | WINE                       | 609-49751-253  | 521.42 |
| JOHNSON BROS.              | 1993836        | 02/22/2022 | WINE & SOFT DRINK AND MIX  | 609-49751-253  | 300.30 |
| JOHNSON BROS.              | 1998175        | 02/28/2022 | WINE                       | 609-49751-253  | 576.16 |
| SOUTHERN GLAZER'S OF MN    | 2177630        | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-253  | 970.20 |
| BREAKTHRU BEVERAGE MN      | 342983699      | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-253  | 52.00  |
| BREAKTHRU BEVERAGE MN      | 409316751      | 02/23/2022 | LIQUOR S./MERCHANDISE      | 609-49751-253  | -10.67 |
| PHILLIPS WINE & SPIRITS    | 6347293        | 02/22/2022 | WINE                       | 609-49751-253  | 102.20 |
| PHILLIPS WINE & SPIRITS    | 6350875        | 02/22/2022 | WINE AND LIQUOR            | 609-49751-253  | 200.00 |
| MORGAN CREEK VINEYARDS     | 6362           | 02/22/2022 | WINE                       | 609-49751-253  | 93.00  |
| VINOCOPIA, INC             | 0297862-IN     | 02/22/2022 | LIQUOR, WINE, SOFT DRINK A | 609-49751-254  | 120.00 |
| JOHNSON BROS.              | 1993836        | 02/22/2022 | WINE & SOFT DRINK AND MIX  | 609-49751-254  | 37.00  |
| JOHNSON BROS.              | 1998175        | 02/28/2022 | WINE                       | 609-49751-254  | 37.00  |
| ATLANTIC COCA-COLA         | 3190440        | 02/22/2022 | LIQUOR S./SOFT DRINKS & MI | 609-49751-254  | 184.00 |
| ATLANTIC COCA-COLA         | 3190577        | 02/28/2022 | SOFT DRINKS & MIXES        | 609-49751-254  | 216.00 |
| BREAKTHRU BEVERAGE MN      | 342983699      | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-254  | 52.18  |
| WATERVILLE FOOD & ICE      | 05-218245      | 03/01/2022 | ICE                        | 609-49751-257  | 125.70 |
| BELLBOY CORP               | 0093655300     | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-333  | 58.00  |
| VINOCOPIA, INC             | 0297862-IN     | 02/22/2022 | LIQUOR, WINE, SOFT DRINK A | 609-49751-333  | 19.50  |
| WATERVILLE FOOD & ICE      | 05-218245      | 03/01/2022 | ICE                        | 609-49751-333  | 5.25   |
| PAUSTIS WINE COMPANY       | 156462         | 02/28/2022 | WINE                       | 609-49751-333  | 10.00  |
| JOHNSON BROS.              | 1989231        | 02/22/2022 | LIQUOR                     | 609-49751-333  | 65.32  |
| JOHNSON BROS.              | 1989232        | 02/22/2022 | WINE                       | 609-49751-333  | 22.18  |
| JOHNSON BROS.              | 1993835        | 02/22/2022 | LIQUOR                     | 609-49751-333  | 21.79  |
| JOHNSON BROS.              | 1993836        | 02/22/2022 | WINE & SOFT DRINK AND MIX  | 609-49751-333  | 13.68  |
| JOHNSON BROS.              | 1998174        | 02/28/2022 | LIQUOR                     | 609-49751-333  | 29.52  |
| JOHNSON BROS.              | 1998175        | 02/28/2022 | WINE                       | 609-49751-333  | 25.32  |
| SOUTHERN GLAZER'S OF MN    | 2177629        | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-333  | 44.40  |
| SOUTHERN GLAZER'S OF MN    | 2177630        | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-333  | 48.51  |
| BREAKTHRU BEVERAGE MN      | 342983699      | 02/22/2022 | LIQUOR S./MERCHANDISE      | 609-49751-333  | 44.86  |
| BREAKTHRU BEVERAGE MN      | 408946808      | 02/23/2022 | LIQUOR S./LIQUOR & FREIGH  | 609-49751-333  | -0.31  |
| BREAKTHRU BEVERAGE MN      | 409139961      | 02/23/2022 | LIQUOR S./LIQUOR & FREIGH  | 609-49751-333  | -1.85  |
| BREAKTHRU BEVERAGE MN      | 409316751      | 02/23/2022 | LIQUOR S./MERCHANDISE      | 609-49751-333  | -0.46  |
| BREAKTHRU BEVERAGE MN      | 409473392      | 02/28/2022 | LIQUOR                     | 609-49751-333  | -0.31  |
| PHILLIPS WINE & SPIRITS    | 6347292        | 02/22/2022 | LIQUOR                     | 609-49751-333  | 25.35  |
| PHILLIPS WINE & SPIRITS    | 6347293        | 02/22/2022 | WINE                       | 609-49751-333  | 2.59   |
| PHILLIPS WINE & SPIRITS    | 6350874        | 02/22/2022 | LIQUOR                     | 609-49751-333  | 26.34  |
| PHILLIPS WINE & SPIRITS    | 6350875        | 02/22/2022 | WINE AND LIQUOR            | 609-49751-333  | 5.85   |
| PHILLIPS WINE & SPIRITS    | 6354150        | 02/28/2022 | LIQUOR                     | 609-49751-333  | 71.68  |
| MN ENERGY RESOURCES        | 23230709       | 02/25/2022 | GAS UTILITY                | 609-49751-383  | 424.58 |
| AMAZON CAPITAL SERVICES, I | 1H4N-1QXF-D31C | 02/11/2022 | CAMERAS/MAINTENANCE - S    | 609-49751-402  | 49.65  |
| SCHWALBACH HARDWARE        | FEB 2022       | 03/08/2022 | MAINTENANCE                | 609-49751-404  | 1.59   |
| SCHWALBACH HARDWARE        | FEB 2022       | 03/08/2022 | MAINTENANCE                | 609-49751-406  | 19.99  |

Activity 49751 - Liquor Store Total: 71,176.41

Fund 609 - LIQUOR STORE Total: 71,176.41

## Fund: 614 - TELECOM

|                          |              |            |                         |           |          |
|--------------------------|--------------|------------|-------------------------|-----------|----------|
| INTERNAL REVENUE SERVICE | FEB-22 FINAL | 03/09/2022 | EXCISE TAX POSTING      | 614-20201 | 347.39   |
| INTERNAL REVENUE SERVICE | MARCH 2022   | 03/09/2022 | EXCISE TAX POSTING      | 614-20201 | 500.00   |
| MN 9-1-1 PROGRAM         | FEB 2022     | 03/09/2022 | FEB 911 SERVICES        | 614-20206 | 1,004.91 |
| MICKARIA OSUBEDERN       | 39208-1      | 02/25/2022 | INTERNET DEPOSIT REFUND | 614-38271 | 40.00    |

1,892.30

## Activity: 49870 - Telecom

|                          |           |            |                |               |       |
|--------------------------|-----------|------------|----------------|---------------|-------|
| SW/WC SERVICE COOPERATIV | MARCH '22 | 02/25/2022 | EAP MARCH 2022 | 614-49870-131 | 9.00  |
| INDOFF, INC              | 3543555   | 02/18/2022 | PAPER/SUPPLIES | 614-49870-200 | 39.93 |



## Expense Approval Report

Payment Dates: 2/26/2022 - 3/11/2022

| Vendor Name                     | Payable Number   | Post Date  | Description (Item)      | Account Number | Amount    |
|---------------------------------|------------------|------------|-------------------------|----------------|-----------|
| WEX BANK                        | 79087836         | 03/08/2022 | MOTOR FUELS             | 614-49870-212  | 228.84    |
| SCHWALBACH HARDWARE             | FEB 2022         | 03/08/2022 | MAINTENANCE             | 614-49870-217  | 33.98     |
| US BANK                         | FEB. 2022        | 03/07/2022 | CORPERATE/MANAGING ACC  | 614-49870-217  | 41.73     |
| A & B BUSINESS                  | IN925279         | 03/04/2022 | MAINTENANCE CONRACT 3/5 | 614-49870-217  | 105.85    |
| INTERSTATE ALL BATTERY CEN      | 1912901040798    | 03/08/2022 | TELECOM/UTILITY SYSTEM  | 614-49870-227  | 378.29    |
| CALIX                           | 285370           | 02/22/2022 | UTILITY SYSTEM          | 614-49870-227  | 977.70    |
| AMAZON CAPITAL SERVICES, I      | 1X6T-LK7W-7MYF   | 02/22/2022 | SMALL TOOLS             | 614-49870-241  | 104.85    |
| VERIZON WIRELESS                | 9900295781       | 03/03/2022 | TELEPHONE               | 614-49870-321  | 274.49    |
| MN ENERGY RESOURCES             | 23230709         | 02/25/2022 | GAS UTILITY             | 614-49870-383  | 308.53    |
| ELITE MECHANICAL SYSTEMS,       | 9853             | 03/08/2022 | TELECOM/SERVICES        | 614-49870-401  | 90.00     |
| AMAZON CAPITAL SERVICES, I      | 1FD4-RPKV-XDML   | 02/22/2022 | MAINTENANCE - STRUCTURE | 614-49870-402  | 61.92     |
| ELECTRIC SCIENTIFIC CO INC      | 435503           | 02/22/2022 | MAINTENANCE - OFFICE    | 614-49870-404  | 1,143.51  |
| US BANK                         | FEB. 2022        | 03/07/2022 | CORPERATE/MANAGING ACC  | 614-49870-433  | 425.00    |
| CENTURY LINK                    | 513846           | 02/22/2022 | DIRECTORY LISTINGS      | 614-49870-441  | 276.48    |
| CENTURY LINK                    | 7242105D-D-22048 | 02/25/2022 | TRANSMISSION FEES- CABS | 614-49870-441  | 53.22     |
| MLB NETWORK                     | 172403           | 02/11/2022 | TELECOM/SUBSCRIBER FEES | 614-49870-442  | 378.19    |
| NATIONAL CABLE TV COOP          | 20220558         | 02/28/2022 | SUBSCRIBER FEES         | 614-49870-442  | 47,278.36 |
| DISPLAY SYSTEMS INTERNATI       | 24217            | 03/07/2022 | SUBSCRIBER FEES         | 614-49870-442  | 198.44    |
| ARVIG ENTERPRISES, INC          | 324015           | 02/22/2022 | SUBSCRIBER FEES         | 614-49870-442  | 368.50    |
| SHOWTIME NETWORKS INC           | 45342-1          | 02/22/2022 | SUBSCRIBER FEES         | 614-49870-442  | 171.60    |
| ADARA TECHNOLOGIES INC          | AP100223CW-49    | 03/08/2022 | SUBSCRIBER FEES         | 614-49870-442  | 10,500.00 |
| UNIVERSAL SERVICE ADMIN C       | UBDI0001260710   | 03/01/2022 | INTERGOVERNMENTAL FEE   | 614-49870-443  | 1,855.03  |
| E-911 - INDEPENDENT EMERG       | 100-0141 03-1-22 | 03/08/2022 | TELECOM/SWITCH FEES     | 614-49870-445  | 40.00     |
| WOODSTOCK COMMUNICATI           | 10194872         | 03/03/2022 | TELECOM/SWITCH FEES     | 614-49870-445  | 205.10    |
| MANKATO NETWORKS, LLC           | 389475           | 03/08/2022 | INTERNET                | 614-49870-447  | 1,053.17  |
| HURRICANE ELECTRIC LLC          | 98410563-IN      | 03/07/2022 | INTERNET EXPENSE        | 614-49870-447  | 4,100.00  |
| US BANK                         | FEB. 2022        | 03/07/2022 | CORPERATE/MANAGING ACC  | 614-49870-447  | 139.00    |
| GOLDEN WEST TECH & INT SO       | 202200212        | 03/07/2022 | ON CALL SUPPORT         | 614-49870-448  | 163.93    |
| SWWC - SOUTHWEST WEST C         | 68415            | 02/07/2022 | ON CALL SUPPORT         | 614-49870-448  | 950.00    |
| TIM FJELD                       | DEC - FEB INT    | 03/07/2022 | TELECOM/ON CALL SUPPORT | 614-49870-448  | 130.50    |
| CENTURY LINK                    | MARCH 2022       | 02/25/2022 | CALL COMPLETION         | 614-49870-451  | 84.13     |
| BOND TRUST SERVICE CORP         | 69146-69157      | 03/07/2022 | ADM FEE                 | 614-49870-480  | 475.00    |
| Activity 49870 - Telecom Total: |                  |            |                         |                | 72,644.27 |
| Fund 614 - TELECOM Total:       |                  |            |                         |                | 74,536.57 |

## Fund: 615 - ARENA

## Activity: 49850 - Arena

|                               |                |            |                          |               |          |
|-------------------------------|----------------|------------|--------------------------|---------------|----------|
| SW/WC SERVICE COOPERATIV      | MARCH '22      | 02/25/2022 | EAP MARCH 2022           | 615-49850-131 | 3.60     |
| CITY LAUNDERING CO.           | 1739748        | 02/18/2022 | ARENA/CLEANING/SUPPLIES  | 615-49850-211 | 50.00    |
| WEX BANK                      | 79087836       | 03/08/2022 | MOTOR FUELS              | 615-49850-212 | 35.25    |
| COUNTRY PRIDE SERVICE         | 9005507        | 02/11/2022 | ARENA/MOTOR FUELS        | 615-49850-212 | 48.00    |
| COUNTRY PRIDE SERVICE         | 9005697        | 02/17/2022 | ARENA/MOTOR FUELS        | 615-49850-212 | 127.00   |
| COUNTRY PRIDE SERVICE         | 9006043        | 02/22/2022 | MOTOR FUEL               | 615-49850-212 | 79.00    |
| US BANK                       | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC   | 615-49850-215 | 288.51   |
| NICKEL CONSTRUCTION, INC      | 24614          | 03/01/2022 | ARENA/OPERATING SUPPLIES | 615-49850-217 | 59.50    |
| RUNNINGS SUPPLY, INC          | FEB 2022       | 03/08/2022 | MAINTENANCE              | 615-49850-217 | 62.46    |
| SCHWALBACH HARDWARE           | FEB 2022       | 03/08/2022 | MAINTENANCE              | 615-49850-217 | 41.74    |
| A & B BUSINESS                | IN925279       | 03/04/2022 | MAINTENANCE CONRACT 3/5  | 615-49850-217 | 61.75    |
| VERIZON WIRELESS              | 9900295781     | 03/03/2022 | TELEPHONE                | 615-49850-321 | 59.80    |
| MN ENERGY RESOURCES           | 23230709       | 02/25/2022 | GAS UTILITY              | 615-49850-383 | 3,311.50 |
| ELITE MECHANICAL SYSTEMS,     | 10195          | 03/08/2022 | ARENA/MAINTENANCE - STR  | 615-49850-402 | 129.24   |
| AMAZON CAPITAL SERVICES, I    | 1H4N-1QXF-D31C | 02/11/2022 | CAMERAS/MAINTENANCE - S  | 615-49850-402 | 8.27     |
| ELK RIVER WINLECTRIC          | 351899 01      | 03/08/2022 | ARENA 4H LIGHT           | 615-49850-402 | 209.00   |
| WINDOM FIRE & SAFETY, LLC     | 0007813        | 03/08/2022 | ARENA/MAINTENANCE - OFFI | 615-49850-404 | 203.90   |
| US BANK                       | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC   | 615-49850-404 | 49.16    |
| BOND TRUST SERVICE CORP       | 69146-69157    | 03/07/2022 | ADM FEE                  | 615-49850-480 | 475.00   |
| SW/WC SERVICE COOPERATIV      | MARCH 2022     | 02/25/2022 | HEALTH INSURANCE AND EAP | 615-49850-480 | 788.11   |
| Activity 49850 - Arena Total: |                |            |                          |               | 6,090.79 |
| Fund 615 - ARENA Total:       |                |            |                          |               | 6,090.79 |



## Expense Approval Report

Payment Dates: 2/26/2022 - 3/11/2022

| Vendor Name                               | Payable Number | Post Date  | Description (Item)        | Account Number | Amount            |
|-------------------------------------------|----------------|------------|---------------------------|----------------|-------------------|
| <b>Fund: 617 - M/P CENTER</b>             |                |            |                           |                |                   |
| <b>Activity: 49860 - M/P Center</b>       |                |            |                           |                |                   |
| SW/WC SERVICE COOPERATIV                  | MARCH '22      | 02/25/2022 | EAP MARCH 2022            | 617-49860-131  | 5.40              |
| DACOTAH PAPER CO                          | 60219          | 02/15/2022 | CLEANING AND SUPPLIES     | 617-49860-211  | 173.64            |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-211  | 48.00             |
| CITY LAUNDERING CO.                       | 1739749        | 02/17/2022 | WCC/OPERATING SUPPLIES    | 617-49860-217  | 99.50             |
| INDOFF, INC                               | 3547098        | 03/07/2022 | WCC/OPERATING SUPPLIES    | 617-49860-217  | 28.15             |
| SCHWALBACH HARDWARE                       | FEB 2022       | 03/08/2022 | MAINTENANCE               | 617-49860-217  | 86.16             |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-217  | 256.05            |
| A & B BUSINESS                            | IN925279       | 03/04/2022 | MAINTENANCE CONTRACT 3/5  | 617-49860-217  | 61.75             |
| RIVER BEND LIQUOR                         | FEB 2022       | 03/01/2022 | MERCHANDISE RESALE- FEB 2 | 617-49860-251  | 862.97            |
| RIVER BEND LIQUOR                         | FEB 2022       | 03/01/2022 | MERCHANDISE RESALE- FEB 2 | 617-49860-252  | 1,200.90          |
| RIVER BEND LIQUOR                         | FEB 2022       | 03/01/2022 | MERCHANDISE RESALE- FEB 2 | 617-49860-254  | 26.94             |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-254  | 21.77             |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-254  | 21.52             |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-254  | 58.65             |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-254  | 95.09             |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-254  | 76.44             |
| VERIZON WIRELESS                          | 9900295781     | 03/03/2022 | TELEPHONE                 | 617-49860-321  | 41.46             |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-340  | 100.00            |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-340  | 199.79            |
| MN ENERGY RESOURCES                       | 23230709       | 02/25/2022 | GAS UTILITY               | 617-49860-383  | 2,020.92          |
| AMAZON CAPITAL SERVICES, I                | 1H4N-1QXF-D31C | 02/11/2022 | CAMERAS/MAINTENANCE - S   | 617-49860-402  | 41.37             |
| US BANK                                   | FEB. 2022      | 03/07/2022 | CORPERATE/MANAGING ACC    | 617-49860-402  | 335.57            |
| TOWN 'N COUNTRY                           | 10801          | 02/28/2022 | MAINTENANCE - UTILITIES   | 617-49860-409  | 100.00            |
| TOWN 'N COUNTRY                           | 10822          | 02/28/2022 | MAINTENANCE - UTILITIES   | 617-49860-409  | 420.00            |
| ELK RIVER WINLECTRIC                      | 352253 01      | 03/07/2022 | MAINTENANCE - UTILITIES   | 617-49860-409  | 123.25            |
| ELITE MECHANICAL SYSTEMS,                 | 9468           | 03/08/2022 | WCC/MAINTENANCE - UTILITI | 617-49860-409  | 90.00             |
| <b>Activity 49860 - M/P Center Total:</b> |                |            |                           |                | <b>6,595.29</b>   |
| <b>Fund 617 - M/P CENTER Total:</b>       |                |            |                           |                | <b>6,595.29</b>   |
| <b>Fund: 700 - PAYROLL</b>                |                |            |                           |                |                   |
| Internal Revenue Service-Payr             | INV0002076     | 03/11/2022 | Federal Tax Withholding   | 700-21701      | 10,336.15         |
| MN Department of Revenue -                | INV0002077     | 03/11/2022 | State Withholding         | 700-21702      | 4,896.91          |
| Internal Revenue Service-Payr             | INV0002076     | 03/11/2022 | Social Security           | 700-21703      | 12,297.92         |
| MN Pera                                   | INV0002073     | 03/11/2022 | PERA                      | 700-21704      | 13,808.86         |
| MN Pera                                   | INV0002073     | 03/11/2022 | PERA                      | 700-21704      | 8,572.24          |
| MN Pera                                   | INV0002073     | 03/11/2022 | PERA                      | 700-21704      | 744.86            |
| MN State Deferred                         | INV0002074     | 03/11/2022 | Deferred Roth             | 700-21705      | 2,862.00          |
| MN State Deferred                         | INV0002074     | 03/11/2022 | Deferred Compensation     | 700-21705      | 6,064.91          |
| SW/WC SERVICE COOPERATIV                  | MARCH 2022     | 02/25/2022 | HEALTH INSURNCE AND EAP   | 700-21706      | 62,859.06         |
| MN CHILD SUPPORT PAYMEN                   | INV0002069     | 02/25/2022 | Child Support Payment     | 700-21709      | 97.83             |
| Internal Revenue Service-Payr             | INV0002076     | 03/11/2022 | Medicare Withholding      | 700-21711      | 3,668.66          |
| FURTHER (Select Account)                  | 40129910       | 02/28/2022 | FLEX SPENDING- MEDICAL    | 700-21712      | 774.75            |
| FURTHER (Select Account)                  | 40141760       | 03/01/2022 | FLEX SPENDING             | 700-21712      | 443.70            |
| FURTHER (Select Account)                  | 40147641       | 03/08/2022 | FLEX SPENDING             | 700-21712      | 780.21            |
| FURTHER (Select Account)                  | INV0002072     | 03/11/2022 | HSA Employee Contribution | 700-21723      | 578.92            |
|                                           |                |            |                           |                | <b>128,786.98</b> |
| <b>Fund 700 - PAYROLL Total:</b>          |                |            |                           |                | <b>128,786.98</b> |
| <b>Grand Total:</b>                       |                |            |                           |                | <b>857,786.57</b> |

## Report Summary

## Fund Summary

| Fund                           | Payment Amount    |
|--------------------------------|-------------------|
| 100 - GENERAL                  | 115,028.55        |
| 211 - LIBRARY                  | 4,304.77          |
| 225 - AIRPORT                  | 31,720.94         |
| 230 - POOL                     | 29.78             |
| 235 - AMBULANCE                | 9,753.50          |
| 250 - EDA GENERAL              | 3,619.55          |
| 254 - NORTH IND PARK           | 50,156.26         |
| 303 - 2007 STREET IMPROVEMENT  | 475.00            |
| 307 - 2017 STREET PROJECT      | 475.00            |
| 308 - 2020 STREET PROJECT      | 950.00            |
| 401 - GENERAL CAPITAL PROJECTS | 216,860.00        |
| 406 - PIR                      | 575.00            |
| 601 - WATER                    | 8,771.51          |
| 602 - SEWER                    | 7,694.48          |
| 604 - ELECTRIC                 | 120,186.19        |
| 609 - LIQUOR STORE             | 71,176.41         |
| 614 - TELECOM                  | 74,536.57         |
| 615 - ARENA                    | 6,090.79          |
| 617 - M/P CENTER               | 6,595.29          |
| 700 - PAYROLL                  | 128,786.98        |
| <b>Grand Total:</b>            | <b>857,786.57</b> |

## Account Summary

| Account Number | Account Name             | Payment Amount |
|----------------|--------------------------|----------------|
| 100-20191      | Unapplied Cash           | 290.13         |
| 100-41110-200  | Office Supplies          | 407.60         |
| 100-41110-326  | Data Processing          | 16.02          |
| 100-41110-490  | Donations & Contributio  | 79,569.77      |
| 100-41310-131  | Employer Paid Insurance  | 9.00           |
| 100-41310-200  | Office Supplies          | 190.32         |
| 100-41310-217  | Other Operating Supplie  | 105.85         |
| 100-41310-308  | Training & Registrations | 20.00          |
| 100-41310-331  | Travel Expense           | 216.45         |
| 100-41310-334  | Meals/Lodging            | 113.82         |
| 100-41910-131  | Employer Paid Insurance  | 3.60           |
| 100-41910-200  | Office Supplies          | 155.89         |
| 100-41910-212  | Motor Fuels              | 190.12         |
| 100-41910-321  | Telephone                | 41.46          |
| 100-41910-334  | Meals/Lodging            | 296.87         |
| 100-41910-433  | Dues & Subscriptions     | 65.00          |
| 100-41940-383  | Gas Utility              | 1,531.00       |
| 100-41940-402  | Repairs & Maint - Struct | 24.82          |
| 100-41940-406  | Repairs & Maint - Groun  | 736.00         |
| 100-42120-131  | Employer Paid Insurance  | 19.80          |
| 100-42120-200  | Office Supplies          | 216.75         |
| 100-42120-212  | Motor Fuels              | 2,096.25       |
| 100-42120-218  | Uniforms                 | 2,305.00       |
| 100-42120-308  | Training & Registrations | 1,067.68       |
| 100-42120-321  | Telephone                | 692.40         |
| 100-42120-326  | Data Processing          | 1,081.76       |
| 100-42120-350  | Printing & Design        | 393.85         |
| 100-42120-404  | Repairs & Maint - M&E    | 950.84         |
| 100-42120-405  | Repairs & Maint - Vehicl | 6.59           |
| 100-42120-419  | Vehicle Lease            | 1,992.11       |
| 100-42120-480  | Other Miscellaneous      | 814.06         |
| 100-42220-211  | Cleaning Supplies        | 47.06          |
| 100-42220-212  | Motor Fuels              | 220.10         |



## Account Summary

| Account Number | Account Name             | Payment Amount |
|----------------|--------------------------|----------------|
| 100-42220-215  | Materials & Equipment    | 484.53         |
| 100-42220-217  | Other Operating Supplie  | 61.75          |
| 100-42220-218  | Uniforms                 | 86.37          |
| 100-42220-310  | Lab Testing              | 594.00         |
| 100-42220-323  | Radio Units              | 2,179.46       |
| 100-42220-325  | Dispatching              | 416.00         |
| 100-42220-365  | Insurance - Misc         | 1,000.00       |
| 100-42220-383  | Gas Utility              | 1,164.53       |
| 100-42220-404  | Repairs & Maint - M&E    | 11.16          |
| 100-42220-405  | Repairs & Maint - Vehicl | 260.63         |
| 100-42500-215  | Materials & Equipment    | 825.75         |
| 100-43100-131  | Employer Paid Insurance  | 7.20           |
| 100-43100-200  | Office Supplies          | 554.56         |
| 100-43100-212  | Motor Fuels              | 2,364.55       |
| 100-43100-217  | Other Operating Supplie  | 61.75          |
| 100-43100-224  | Street Maint Materials   | 6,040.42       |
| 100-43100-241  | Small Tools              | 179.99         |
| 100-43100-321  | Telephone                | 42.32          |
| 100-43100-383  | Gas Utility              | 1,449.31       |
| 100-43100-404  | Repairs & Maint - M&E    | 696.28         |
| 100-45120-217  | Other Operating Supplie  | 13.23          |
| 100-45202-131  | Employer Paid Insurance  | 1.80           |
| 100-45202-212  | Motor Fuels              | 59.28          |
| 100-45202-402  | Repairs & Maint - Struct | 430.93         |
| 100-45202-405  | Repairs & Maint - Vehicl | 20.55          |
| 100-45202-406  | Repairs & Maint - Groun  | 134.23         |
| 211-45501-131  | Employer Paid Insurance  | 1.80           |
| 211-45501-200  | Office Supplies          | 92.44          |
| 211-45501-211  | Cleaning Supplies        | 124.66         |
| 211-45501-217  | Other Operating Supplie  | 61.75          |
| 211-45501-383  | Gas Utility              | 995.69         |
| 211-45501-402  | Repairs & Maint - Struct | 752.55         |
| 211-45501-433  | Dues & Subscriptions     | 165.90         |
| 211-45501-435  | Books and Pamphlets      | 2,109.98       |
| 225-45127-200  | Office Supplies          | 32.50          |
| 225-45127-264  | Merchandise For Resale   | 29,844.61      |
| 225-45127-381  | Electric Utility         | 1,843.83       |
| 230-45124-217  | Other Operating Supplie  | 13.23          |
| 230-45124-402  | Repairs & Maint - Struct | 16.55          |
| 235-42153-212  | Motor Fuels              | 1,832.98       |
| 235-42153-217  | Other Operating Supplie  | 699.47         |
| 235-42153-312  | Nursing                  | 2,125.81       |
| 235-42153-326  | Data Processing          | 2,552.00       |
| 235-42153-334  | Meals/Lodging            | 180.72         |
| 235-42153-340  | Advertising & Promotion  | 429.61         |
| 235-42153-383  | Gas Utility              | 776.36         |
| 235-42153-406  | Repairs & Maint - Groun  | 31.37          |
| 235-42153-460  | Miscellaneous Taxes      | 1,125.18       |
| 250-46520-131  | Employer Paid Insurance  | 3.60           |
| 250-46520-200  | Office Supplies          | 144.19         |
| 250-46520-304  | Legal Fees               | 885.00         |
| 250-46520-308  | Training & Registrations | 10.00          |
| 250-46520-321  | Telephone                | 28.94          |
| 250-46520-381  | Electric Utility         | 23.00          |
| 250-46520-402  | Repairs & Maint - Struct | 24.82          |
| 250-46520-439  | Special Projects         | 2,500.00       |
| 254-46520-381  | Electric Utility         | 156.26         |
| 254-46520-439  | Special Projects         | 50,000.00      |

## Account Summary

| Account Number | Account Name               | Payment Amount |
|----------------|----------------------------|----------------|
| 303-47000-480  | Other Miscellaneous        | 475.00         |
| 307-41000-480  | Other Miscellaneous        | 475.00         |
| 308-41000-480  | Other Miscellaneous        | 950.00         |
| 401-49950-502  | Capital Outlay - Fire      | 216,650.00     |
| 401-49950-506  | Capital Outlay - Building  | 210.00         |
| 406-41000-480  | Other Miscellaneous        | 575.00         |
| 601-14200      | Inventory                  | 581.08         |
| 601-49400-131  | Employer Paid Insurance    | 5.40           |
| 601-49400-200  | Office Supplies            | 39.93          |
| 601-49400-212  | Motor Fuels                | 270.21         |
| 601-49400-217  | Other Operating Supplie    | 95.75          |
| 601-49400-308  | Training & Registrations   | 375.00         |
| 601-49400-310  | Lab Testing                | 92.39          |
| 601-49400-321  | Telephone                  | 99.63          |
| 601-49400-383  | Gas Utility                | 1,264.08       |
| 601-49400-386  | Landfill                   | 1,525.00       |
| 601-49400-404  | Repairs & Maint - M&E      | 3,634.93       |
| 601-49400-480  | Other Miscellaneous        | 788.11         |
| 602-49450-131  | Employer Paid Insurance    | 3.60           |
| 602-49450-200  | Office Supplies            | 39.93          |
| 602-49450-212  | Motor Fuels                | 20.78          |
| 602-49450-217  | Other Operating Supplie    | 61.75          |
| 602-49450-303  | Engineering and Surveyi    | 274.00         |
| 602-49450-308  | Training & Registrations   | 322.84         |
| 602-49450-310  | Lab Testing                | 2,515.41       |
| 602-49450-321  | Telephone                  | 121.48         |
| 602-49450-381  | Electric Utility           | 288.30         |
| 602-49450-383  | Gas Utility                | 3,370.47       |
| 602-49450-404  | Repairs & Maint - M&E      | 675.92         |
| 604-14200      | Inventory                  | 2,955.21       |
| 604-16300      | Improvements Other Th      | 7,581.83       |
| 604-49550-131  | Employer Paid Insurance    | 9.00           |
| 604-49550-200  | Office Supplies            | 263.51         |
| 604-49550-211  | Cleaning Supplies          | 313.94         |
| 604-49550-212  | Motor Fuels                | 306.64         |
| 604-49550-217  | Other Operating Supplie    | 61.75          |
| 604-49550-241  | Small Tools                | 95.67          |
| 604-49550-303  | Engineering and Surveyi    | 4,850.00       |
| 604-49550-321  | Telephone                  | 80.02          |
| 604-49550-325  | Dispatching                | 69.20          |
| 604-49550-362  | Insurance - Property       | 99,587.00      |
| 604-49550-383  | Gas Utility                | 1,347.71       |
| 604-49550-402  | Repairs & Maint - Struct   | 785.63         |
| 604-49550-404  | Repairs & Maint - M&E      | 54.06          |
| 604-49550-406  | Repairs & Maint - Groun    | 282.55         |
| 604-49550-408  | Repairs & Maint - Distrib  | 265.56         |
| 604-49550-409  | Repairs & Maint - Utilitie | 76.91          |
| 604-49550-491  | Payments to Other Orga     | 1,200.00       |
| 609-49751-131  | Employer Paid Insurance    | 3.60           |
| 609-49751-200  | Office Supplies            | 39.93          |
| 609-49751-211  | Cleaning Supplies          | 71.87          |
| 609-49751-217  | Other Operating Supplie    | 203.18         |
| 609-49751-251  | Liquor                     | 23,978.18      |
| 609-49751-252  | Beer                       | 41,155.47      |
| 609-49751-253  | Wine                       | 3,919.28       |
| 609-49751-254  | Soft Drinks & Mix          | 646.18         |
| 609-49751-257  | Ice                        | 125.70         |
| 609-49751-333  | Freight and Express        | 537.21         |



## Account Summary

| Account Number | Account Name               | Payment Amount |
|----------------|----------------------------|----------------|
| 609-49751-383  | Gas Utility                | 424.58         |
| 609-49751-402  | Repairs & Maint - Struct   | 49.65          |
| 609-49751-404  | Repairs & Maint - M&E      | 1.59           |
| 609-49751-406  | Repairs & Maint - Groun    | 19.99          |
| 614-20201      | Excise Tax Payable         | 847.39         |
| 614-20206      | 911 TAP & TACIP Fees CI    | 1,004.91       |
| 614-38271      | Telecom Labor Service C    | 40.00          |
| 614-49870-131  | Employer Paid Insurance    | 9.00           |
| 614-49870-200  | Office Supplies            | 39.93          |
| 614-49870-212  | Motor Fuels                | 228.84         |
| 614-49870-217  | Other Operating Supplie    | 181.56         |
| 614-49870-227  | Utility System Maint Sup   | 1,355.99       |
| 614-49870-241  | Small Tools                | 104.85         |
| 614-49870-321  | Telephone                  | 274.49         |
| 614-49870-383  | Gas Utility                | 308.53         |
| 614-49870-401  | Repairs & Maint - Buildi   | 90.00          |
| 614-49870-402  | Repairs & Maint - Struct   | 61.92          |
| 614-49870-404  | Repairs & Maint - M&E      | 1,143.51       |
| 614-49870-433  | Dues & Subscriptions       | 425.00         |
| 614-49870-441  | Transmission Fees          | 329.70         |
| 614-49870-442  | Subscriber Fees            | 58,895.09      |
| 614-49870-443  | Intergovernmental Fees     | 1,855.03       |
| 614-49870-445  | Switch Fees                | 245.10         |
| 614-49870-447  | Internet Expense           | 5,292.17       |
| 614-49870-448  | On-Call Support            | 1,244.43       |
| 614-49870-451  | Call Completion            | 84.13          |
| 614-49870-480  | Other Miscellaneous        | 475.00         |
| 615-49850-131  | Employer Paid Insurance    | 3.60           |
| 615-49850-211  | Cleaning Supplies          | 50.00          |
| 615-49850-212  | Motor Fuels                | 289.25         |
| 615-49850-215  | Materials & Equipment      | 288.51         |
| 615-49850-217  | Other Operating Supplie    | 225.45         |
| 615-49850-321  | Telephone                  | 59.80          |
| 615-49850-383  | Gas Utility                | 3,311.50       |
| 615-49850-402  | Repairs & Maint - Struct   | 346.51         |
| 615-49850-404  | Repairs & Maint - M&E      | 253.06         |
| 615-49850-480  | Other Miscellaneous        | 1,263.11       |
| 617-49860-131  | Employer Paid Insurance    | 5.40           |
| 617-49860-211  | Cleaning Supplies          | 221.64         |
| 617-49860-217  | Other Operating Supplie    | 531.61         |
| 617-49860-251  | Liquor                     | 862.97         |
| 617-49860-252  | Beer                       | 1,200.90       |
| 617-49860-254  | Soft Drinks & Mix          | 300.41         |
| 617-49860-321  | Telephone                  | 41.46          |
| 617-49860-340  | Advertising & Promotion    | 299.79         |
| 617-49860-383  | Gas Utility                | 2,020.92       |
| 617-49860-402  | Repairs & Maint - Struct   | 376.94         |
| 617-49860-409  | Repairs & Maint - Utilitie | 733.25         |
| 700-21701      | Federal Withholding        | 10,336.15      |
| 700-21702      | State Withholding          | 4,896.91       |
| 700-21703      | FICA Tax Withholding       | 12,297.92      |
| 700-21704      | PERA Contributions         | 23,125.96      |
| 700-21705      | Retirement                 | 8,926.91       |
| 700-21706      | Medical Insurance          | 62,859.06      |
| 700-21709      | Wage Levy                  | 97.83          |
| 700-21711      | Medicare Tax Withholdi     | 3,668.66       |
| 700-21712      | Flex Account               | 1,998.66       |

**Account Summary****Account Number**  
700-21723**Account Name**  
HSA Employee Contribu  
**Grand Total:****Payment Amount**  
578.92  

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857,786.57**Project Account Summary****Project Account Key**  
\*\*None\*\***Grand Total:****Payment Amount**  
857,786.57  

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857,786.57CJW  
3/10/2022



## ACTION ITEM



**CITY OF WINDOM**

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

[www.windom-mn.com](http://www.windom-mn.com)

**TO:** CITY COUNCIL  
**FROM:** DREW HAGE, DEVELOPMENT DIRECTOR  
**CC MEETING DATE:** MARCH 15, 2022  
**RE:** PUBLIC HEARING & ADOPTION OF TIF SPENDING PLAN (TIF 1-19)  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director, at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

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### Recommendations/Options/Action Requested

1. Hold the Public Hearing on the proposed TIF Spending Plan.
  2. By Resolution, approve the proposed TIF Spending Plan for TIF District 1-19.
- 

### Issue Summary/Background

On March 1, 2022, the City Council adopted a Resolution calling for a public hearing to be held at the City Council Meeting on March 15<sup>th</sup> concerning the proposed TIF Spending Plan for TIF District 1-19.

TIF District 1-19 is the tax increment financing district which encompasses the east side of the North Windom Industrial Park and also 40 acres lying south of Opportunity Drive. There is tax increment in the TIF 1-19 fund which is in excess of the funds required for bond payments, real estate tax payments, and other eligible expenses for this TIF District. Use of tax increment for redevelopment activities, including acquisition of property, is an eligible expense.

TIF District 1-22 is the tax increment financing district known as the "Cemstone District" which encompasses the property at 1405 Cottonwood Lake Drive currently owned by Cemstone Concrete Materials, LLC ("Cemstone") and other property adjacent to Cottonwood Lake Drive and North Redding Avenue.

On February 14, 2022, the EDA Board adopted a Resolution approving the sale of Lot 1, Block 2 of the North Windom Industrial Park Subdivision ("NWIP") to Cemstone as the new location for its concrete plant for the sales price of \$102,060. The EDA Board also approved the EDA's purchase of the current 34-acre Cemstone Property for the purchase price of \$1,150,000.

Use of excess tax increment from TIF District 1-19 in combination with other available EDA funds are the payment sources for the EDA's purchase of the Cemstone Property. The payment sources for this purchase are listed in the PowerPoint presentation. This plan does not use any General Fund monies.

Approval of a TIF Spending Plan is required to allocate funds from TIF District 1-19 for use in TIF District 1-22 (Cemstone Redevelopment TIF District). New tax increment generated within TIF District 1-22 can be used to reimburse the EDA and thereby allow these funds to be revolved.

### Fiscal Impact

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There should be no impact to the City's General Fund monies.

In Pay 2021, the net property taxes for Parcel 25.025.0200 (34-acre Cemstone property) were \$4,942. After the West Phase of the South Cottonwood Lake Subdivision is built out, the estimated annual tax increment is \$196,746. (This is a conservative estimate.)

New excess tax increment can be used to support other TIF-eligible improvements within TIF District 1-22 which include paving the Community Center Parking Lot, paving Cottonwood Lake Drive, etc. This new excess tax increment can also be refunded to the taxing jurisdictions. When the TIF District is decertified, the taxing jurisdictions will see the full benefit of the new tax base created by the project.

#### **Attachments**

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1. Public Hearing Notice
2. TIF Spending Plan
3. Resolution Approving a Spending Plan for Windom Tax Increment Financing District No. 1-19.



**CITY OF WINDOM, MINNESOTA  
PUBLIC HEARING NOTICE**

Notice is hereby given that the City Council of the City of Windom (the "City Council") will hold a public hearing, pursuant to Minnesota law, to review and consider approval of the Economic Development Authority of Windom's proposed adoption of a Spending Plan for Tax Increment Financing District No. 1-19, pursuant to Minnesota Statutes, Sections 469.176 Subd. 4n, inclusive, as amended.

**The public hearing will be held in the City Council Chambers at City Hall, 444 Ninth Street, Windom, Minnesota, on Tuesday, March 15, 2022, during the regular City Council Meeting which begins at 6:30 p.m.**

Prior to the public hearing, members of the public may review copies of the proposed TIF Spending Plan at the EDA Office in the Windom City Hall at 444 9<sup>th</sup> Street, Windom, Minnesota, or may contact the EDA Office by phone at 507-832-8661 or 507-832-8659, or by e-mail at [drew.hage@windommn.com](mailto:drew.hage@windommn.com), to obtain information concerning the proposed TIF Spending Plan.

At the public hearing, all interested parties may appear and express their comments, either orally or in writing, for consideration by the City Council. Interested parties may also submit written comments to the address below prior to the hearing.

BY ORDER OF THE WINDOM CITY COUNCIL

Steven Nasby, City Administrator  
444 9<sup>th</sup> Street  
P. O. Box 38  
Windom, MN 56101  
Phone: 507-831-6129

Published: March 2, 2022 (COTTONWOOD COUNTY CITIZEN)

EDA Adoption Date: \_\_\_\_\_, 2022  
CITY Adoption Date: \_\_\_\_\_, 2022



# Windom Economic Development Authority

City of Windom,  
Cottonwood County, Minnesota

## SPENDING PLAN TIF District 1-19 (NWIP-2)



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**Prepared by:**

Ehlers  
3060 Centre Pointe Drive  
Roseville, Minnesota 55113

---

BUILDING COMMUNITIES. IT'S WHAT WE DO.



SPENDING PLAN  
FOR TIF DISTRICT 1-19 (NWIP-2)

I. PURPOSE

The Windom Economic Development Authority (the "Authority") administers the Tax Increment Financing District listed above (the "TIF District") in the City of Windom, Minnesota (the "City"), and proposes to adopt a Spending Plan for the TIF District in accordance with Minnesota Statutes, Section 469.176 Subd. 4n (the "Act").

The purpose of the Spending Plan is to develop or redevelop sites, lands or areas within the City in conformity with the City's Comprehensive Plan or other City plans or objectives by using available tax increments from the TIF District to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, which will create or retain jobs in this state, including construction jobs.

II. PLAN

The Authority is authorized as follows:

(a) To use available tax increments from the TIF District to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of the construction or substantial rehabilitation of buildings and ancillary facilities (the "Projects") in financing assistance to further the goals in the City's Comprehensive Plan or other City plans or objectives, if doing so will create or retain jobs in the state, including construction jobs. Preference for financing assistance will be to purchase approximately 34 acres of land in the Cemstone Redevelopment Project area for private developers to build market rate housing and apartment units. The Projects shall commence before December 31, 2025 (unless a later commencement date is authorized by law) and shall constitute a Project that would not commence by such date without the assistance provided pursuant to this Spending Plan.

(b) To amend the budget set forth in the Tax Increment Financing Plans for the TIF District as necessary to provide for the assistance authorized by this Spending Plan.

(c) To take any other action necessary and authorized under the Act in connection with the construction or substantial rehabilitation of facilities of the type described in clause (a) above.

The assistance provided pursuant to this Plan shall be subject to Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidy Law"), if applicable, and shall be subject to the City's Business Subsidy Policy.

## RESOLUTION # 2022-

INTRODUCED:

SECONDED:

VOTED: AYE:

NAY:

ABSENT:

### CITY OF WINDOM STATE OF MINNESOTA

#### RESOLUTION APPROVING A SPENDING PLAN FOR WINDOM TAX INCREMENT FINANCING DISTRICT NO. 1-19 ("NWIP-2")

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

Section 1. Background; Findings.

(a) The City and the Economic Development Authority of Windom (the "Authority") have previously established Tax Increment Financing District No. 1-19 (the "TIF District") and adopted the tax increment financing plan therefor (the "TIF Plan").

(b) Subject to the approval of the City Council following a public hearing, the Authority has adopted a spending plan for the TIF District in accordance with Minnesota Statutes, Section 469.176 Subd. 4n, as amended, in the form submitted to the City Council by the Authority (the "Spending Plan") to utilize existing tax increment revenues from the TIF District in order to stimulate construction or substantial rehabilitation of private development in a way that will also create or retain jobs.

(c) The City and Authority have performed all actions required by law to be performed prior to the approval of the Spending Plan, including, but not limited to, causing notice of a public hearing to be published and holding a public hearing on the date hereof on the adoption of the Spending Plan.

Section 2. Approval of the Spending Plan and Program Policy.

(a) The Spending Plan for the TIF District for use of excess tax increment from TIF District 1-19 ("NWIP-2") for TIF-eligible activities in TIF District 1-22 ("Cemstone District") is hereby approved.

(b) The Authority is hereby authorized to carry out the terms of the Spending Plan in such manner as it determines to be consistent with the Spending Plan.

ADOPTED this 15th day of March, 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](http://www.windom-mn.com)

**TO:** CITY COUNCIL  
**FROM:** DREW HAGE, DEVELOPMENT DIRECTOR  
**CC MEETING DATE:** MARCH 15, 2022  
**RE:** Public Hearing – Residential Tax Abatement – 1965 Norway Avenue  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director, at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

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### Recommendations/Options/Action Requested

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

1. Hold Public Hearing on the proposed residential tax abatement.
  2. Adopt attached RESOLUTION approving the tax abatement for a new home to be constructed at 1965 Norway Avenue, Windom, MN 56101.
- 

### Issue Summary/Background

On March 1, 2022, the Windom City Council adopted a resolution calling for a Public Hearing to be held on March 15, 2022, to discuss the Cottonwood County Home Initiative Application for a new single-family home to be constructed at 1965 Norway Avenue, Windom, MN 56101.

The Applicants have met all statutory requirements outlined in Minnesota Statutes §469.1813 and the County's Home Initiative Guidelines necessary for approval of the tax abatement request.

Background: Minnesota Statutes give authority to Cities to grant an abatement of taxes imposed by the City if certain criteria are met.

In 2019, Cottonwood County renewed its "home initiative program" which provides guidelines and a program through which the County, City, and School can grant abatement of real estate taxes for new residential housing. The purpose of this initiative is to provide incentives to encourage construction of new owner-occupied and rental residential housing units including single-family homes, duplexes, and multi-family complexes.

On December 3, 2019, the City of Windom adopted a resolution approving the revised Cottonwood County Home Initiative Guidelines and renewing its participation in the Cottonwood County Home Initiative Program.

The program provides for a five-year abatement of real estate taxes on the increased market value of the property generated by the new home, duplex, or multi-family building. The abatement commences on the first year of taxes payable on the full increased assessed value of the property. The abatement does not include the real estate taxes on the land or any special assessments on the property.

### Fiscal Impact

If the tax abatement is granted following the public hearing, the estimated abatement of real estate taxes by the City for the five-year period is \$5,610.

### Attachments

1. Resolution Approving Tax Abatement for Certain Property Pursuant to Minn. Stat. §469.1813.
2. Public Hearing Notice
3. Cottonwood County Home Initiative Application Packet – 1965 Norway Avenue, Windom, MN.

**RESOLUTION #2022-**

**INTRODUCED:**

**SECONDED:**

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

**CITY OF WINDOM**

**RESOLUTION APPROVING TAX ABATEMENT FOR  
CERTAIN PROPERTY PURSUANT TO MINN. STAT. §469.1813**

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

**WHEREAS,** in addition to the statutory requirements, the City of Windom has adopted the revised Cottonwood County Home Initiative Guidelines which must be met before an abatement of taxes will be granted for residential development; and

**WHEREAS,** Kenneth J. Derickson ("Derickson") is the owner of the following described real estate within Cottonwood County, Minnesota:

Parcel #:                   25-819-0050

Address of Property: 1965 Norway Avenue, Windom, MN 56101

Legal Description of Property: North Half of Lot 5 and all of Lots 6 and 7 in Block 1 of Wojahn Subdivision in the City of Windom, Cottonwood County, Minnesota; and

**WHEREAS,** Derickson proposes to a construct a new home on this property; and

**WHEREAS,** Derickson has made application to the City of Windom (the "City") for the abatement of taxes as to the above-described parcel; and

**WHEREAS,** Derickson has met the statutory requirements outlined under Minnesota Statutes §469.1813 Subdivision 1(1) and Subdivision 1(2)(i) as well as the Cottonwood County Home Initiative Guidelines for tax abatement; and

**WHEREAS,** the City of Windom expects the benefits to the City of the proposed abatement agreement to at least equal the costs to the City of the proposed agreement and finds that the proposed abatement is in the public interest because it will increase or preserve the tax base.

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



1. The City of Windom does hereby grant an abatement to **KENNETH J. DERICKSON** of the City of Windom's share of property taxes upon the above-described parcel based on the proposed construction of a new single-family home on said parcel.
2. The tax abatement will be for no more than five (5) years commencing on the first year of taxes payable for the full assessed value related to the capital improvement (new home) as outlined in Cottonwood County Home Initiative Guidelines.
3. The City shall provide the awarded abatement payment following payment by the property owner(s) of the property taxes due annually. One single payment of the City's share of the abatement shall be made to the property owner(s) of record by December 30<sup>th</sup> of that calendar year.
4. The tax abatement shall be for the residential capital improvements only. Land values and the current base value are not eligible and will not be abated.
5. The abatement shall be null and void if construction of the new home is not commenced within six (6) months of the approval of this resolution or if property taxes are not paid on or before the respective annual payment deadlines.

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

---

Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator

**PUBLIC HEARING NOTICE**

**CITY OF WINDOM, MINNESOTA**

**RESIDENTIAL PROPERTY TAX ABATEMENT**

**A Public Hearing will be held by the Windom City Council on Tuesday, March 15, 2022, at the City Council Meeting which begins at 6:30 P.M. in the City Council Chambers at the City Hall, 444 Ninth Street, Windom, Minnesota, to consider granting a residential property tax abatement pursuant to Minnesota Statutes §469.1813.**

Request submitted by Kenneth J. Derickson. Abatement period – 5 years commencing on first year of taxes payable for the full assessed value related to the new home. Based on 2022 tax rates, **estimated** total abatement could be approximately \$5,610.

Property Address: 1965 Norway Avenue, Windom, MN 56101

Legal Description of Property: North Half of Lot 5 and all of Lots 6 and 7 in Block 1 of Wojahn Subdivision in the City of Windom, Cottonwood County, Minnesota.

Parcel Nos.: 25-819-0050

All parties interested in commenting on this proposed abatement may attend the public hearing or submit written comments to the address below prior to the hearing.

**BY ORDER OF THE WINDOM CITY COUNCIL**

Steven Nasby, City Administrator  
444 Ninth Street  
P. O. Box 38  
Windom, MN 56101  
Phone: 507-831-6129

Published: March 2, 2022  
(COTTONWOOD COUNTY CITIZEN)



February 23, 2022

To: Cottonwood County Home Initiative Administrator

c/o Drew Hage, Executive Director

Economic Development Authority of Windom

444 Ninth Street

P. O. Box 38

Windom, MN 56101

Re: Request for Residential Tax Abatement

Dear Drew:

I plan to construct a new single-family home on property at 1965 Norway Avenue in Windom.

I am requesting residential tax abatement for the new home pursuant to the Cottonwood County Home Initiative. My plans are to begin construction of the new home this year.

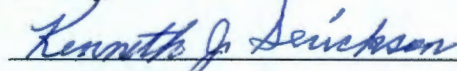
My application includes:

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

Following approval of this application, a copy of the building permit issued for the new home will be provided to the County Assessor's Office by the Windom Building & Zoning Office when available.

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

Sincerely,



Kenneth J. Derickson

Applicant: Kenneth J. Derickson

Current Address: 650 Winnie Avenue, Windom, MN 56101

Contact Phone Nos.: Cell - 507-822-8195; Home - 507-831-1163

ATTACHMENT  
to  
COTTONWOOD COUNTY HOME INITIATIVE APPLICATION

Applicant: Kenneth J. Derickson

Parcel ID No.: 25-819-0050

Address of the Property: 1965 Norway Avenue, Windom, Minnesota 56101

Legal Description of the Property: North Half of Lot 5 and all of Lots 6 and 7 in Block 1 of Wojahn Subdivision in the City of Windom, Cottonwood County, Minnesota.

Utilities: Electricity, sewer, and water are provided to the property by the City of Windom. Natural gas is provided by Minnesota Energy Resources.

Estimated Value of the New Home: \$156,137



WEST 1/4 COR. SEC. 24-105-36  
1 1/2" x 2 1/2" CAST IRON MONUMENT

WEST 1/4 SEC. 24-105-36

SIXTH AVE.

N 00°54'44" E 186.00

20' WIDE WATER MAIN EASEMENT

307.78

S 89°36'36" E 548.17

N 00°53'35" E 200.01

20' WIDE UTILITY EASEMENT

LOT 8

50' RAD

S 89°36'36" E 170.42

122.42

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 1

LOT 2

NORWAY AVE.

BLOCK

FOURTH AVE.

N 46°16'35" W 527.03

N 00°53'35" E 283.71

S 00°51'00" W 200.01

N 00°51'00" W 127.00

SW COR. SEC. 24-105-36  
2 1/2" x 2 1/2" CAST IRON MONUMENT

S 89°36'36" E 200.01  
SOUTH LINE SW 1/4 SEC. 24-105-36

NINETEEN

1. 1/4 COR. SEC. 24-105-36  
2 1/2" x 2 1/2" CAST IRON MONUMENT

S 00°00'00" W 120.413'

S 90°00'00" W 110.000'

N 00°00'00" W 120.413'

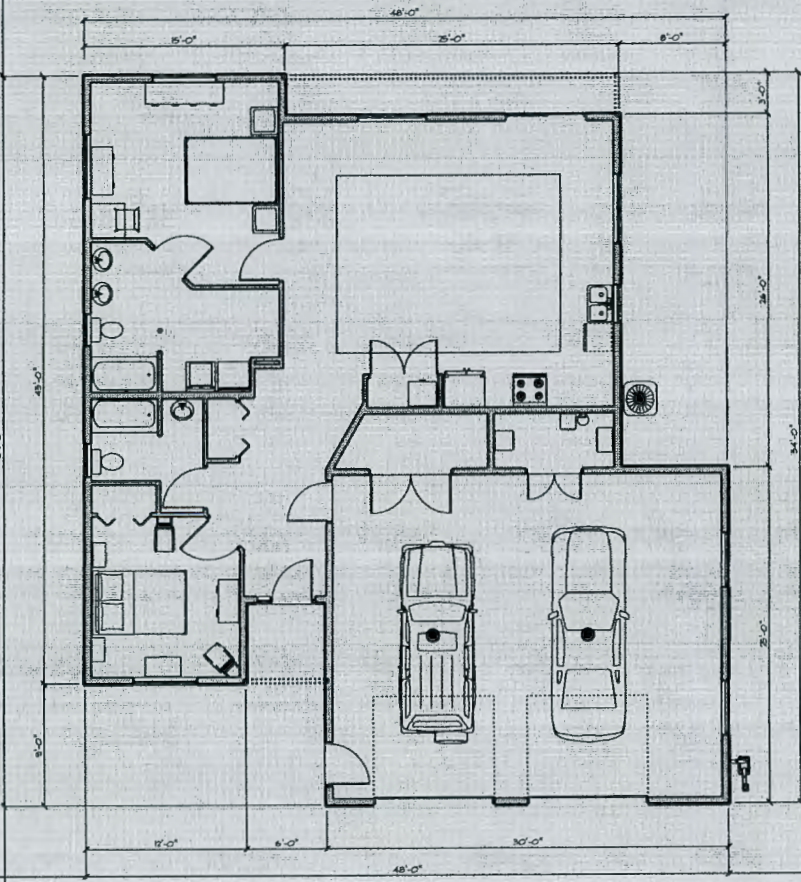
S 90°00'00" E 110.000'

42'-3 1/2"

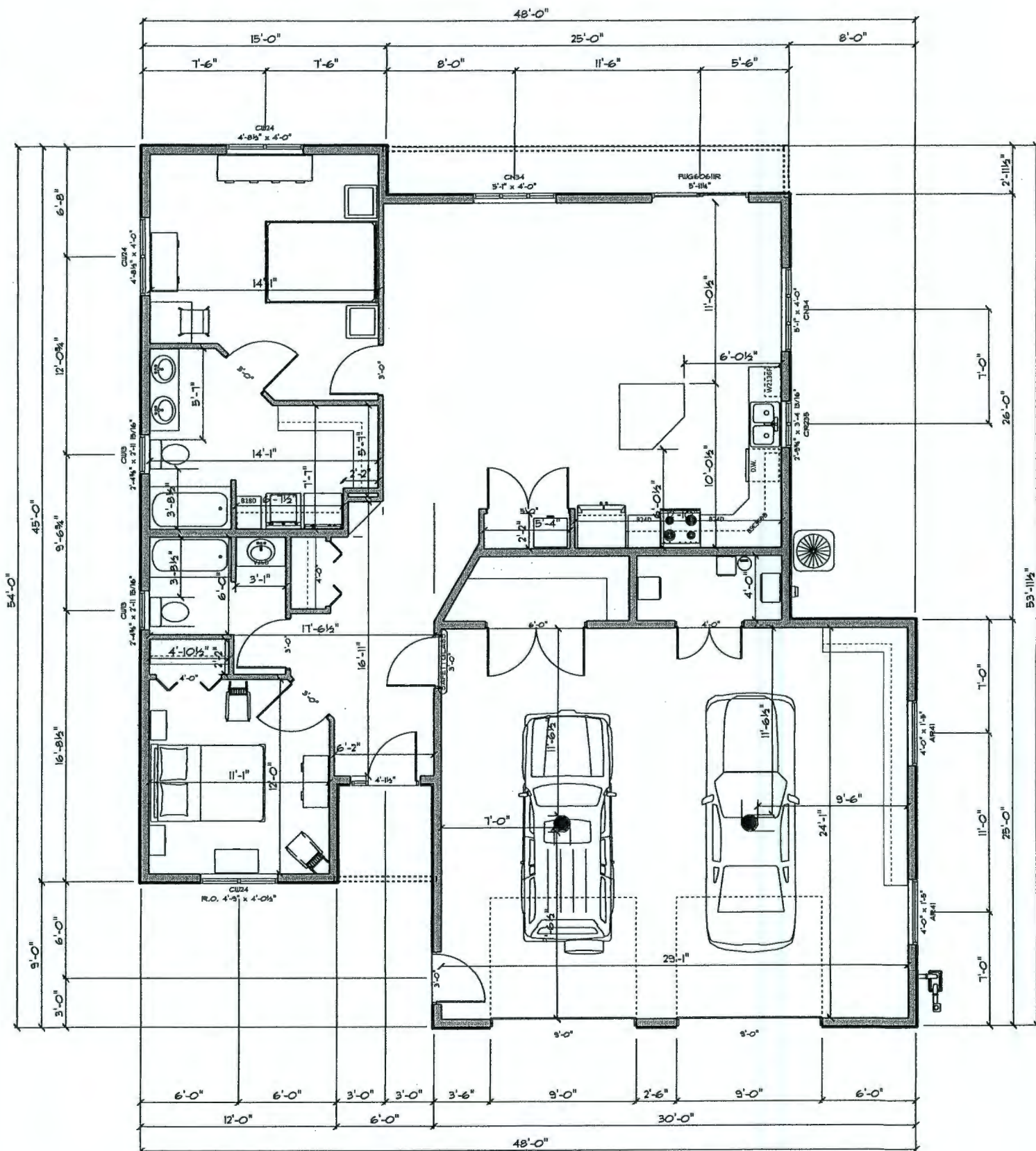
34'-0"

34'-0"

120'-3 1/2"







## ACTION ITEM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** CITY COUNCIL  
**FROM:** DREW HAGE, DEVELOPMENT DIRECTOR  
**CC MEETING DATE:** MARCH 15, 2022  
**RE:** CONTRACT FOR PRIVATE REDEVELOPMENT – DVK DIVERSIFIED, LLC  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director, at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

---

### Recommendations/Options/Action Requested

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

1. Review and adopt a Resolution approving the Development Agreement with DVK Diversified, LLC for the proposed South Cottonwood Lake Subdivision contingent on EDA Board approval on March 14, 2022.
- 

### Issue Summary/Background

On February 14, 2022, the EDA Board selected DVK Diversified, LLC (an affiliate of Voss Plumbing & Heating of Paynesville, Inc.) (“DVK”) as the Developer for the proposed South Cottonwood Lake Subdivision and agreed to DVK’s TIF request for the project. The TIF request includes expenses for land acquisition and TIF-eligible improvements that include the water, sewer, lift station, electric, and the street for the West Phase of the development. After the EDA completes the purchase of the Cemstone property, the EDA will sell this property to DVK for development. The purchase price to be paid by DVK is the sum of \$238,000 since DVK will be paying the expenses for the installation of the utility infrastructure and new street for the Subdivision.

DVK will be responsible for platting the property. Following approval of the final plat by the City, DVK will be conveying 10 acres of property in the existing quarry to the City for wellhead protection, Lots 23 through 31 to the EDA for future development, and the 2.2 acre area south of the well along Cottonwood Lake Drive to the EDA as the site for the 44-unit apartment building.

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 purchase agreement for the property, the TIF incentive, development requirements, and timelines. The Agreement also includes additional payments to the EDA if the deliverables are not met.

### Fiscal Impact

In Pay 2021, the net property taxes for Parcel 25.025.0200 (34-acre Cemstone property) were \$4,942. The estimated annual tax revenue from the Subdivision, minus the apartment building, is \$55,035 a year. The requested TIF Incentive to DVK is \$400,000.

### Attachments

1. Contract for Private Redevelopment – DVK Diversified, LLC - [SEE LINK](#)
2. Resolution Approving Assistance to DVK Diversified, LLC.



## **RESOLUTION # 2022-**

**INTRODUCED:**

**SECONDED:**

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

### **CITY OF WINDOM, MINNESOTA**

#### **RESOLUTION APPROVING ASSISTANCE TO** **DVK DIVERSIFIED, LLC**

**WHEREAS**, on June 18, 2019, the City Council established Tax Increment Financing (TIF) District 1-22 covering real property and improvements in the Cemstone District in Windom, Minnesota, including property owned by Cemstone Concrete Materials, LLC (“Cemstone”) located at 1405 Cottonwood Lake Drive (“the Property”); and

**WHEREAS**, the Economic Development Authority of Windom (“EDA”) has executed a Purchase Agreement with Cemstone for the EDA’s purchase of the Property which purchase is scheduled for closing on or before May 13, 2022; and

**WHEREAS**, the EDA selected Voss Plumbing & Heating of Paynesville, Inc. as the developer for the Property; and

**WHEREAS**, subsequent to said selection, the EDA has been advised by Voss Plumbing & Heating of Paynesville, Inc. that an affiliated limited liability company, DVK Diversified, LLC, will be acting as the developer for the Property (hereinafter “Developer”) for the purpose of platting the property and installing street and utility infrastructure to develop the Property for multi-family and single-family housing; and

**WHEREAS**, the Developer will be purchasing the Property from the EDA; and

**WHEREAS**, the Developer has requested tax increment financing (“TIF”) assistance in the amount of Four Hundred Thousand Dollars (\$400,000), through tax increment to be generated by the Property, as partial reimbursement for eligible expenses including land acquisition, installation of a lift station, and other TIF-eligible activities in the development of the Property; and

**WHEREAS**, it is necessary to set forth the terms of the sale of the Property to the Developer, the TIF incentive, development requirements, timelines for platting and installation of infrastructure, 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 sale and development of the Property; 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 purchase of the Property from Cemstone by the EDA, the granting of assistance to DVK Diversified, LLC ("Developer") in an amount of up to \$400,000 payable in the form of tax increment from TIF District 1-22, which is generated by the Property, 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 platting of the new South Cottonwood Lake Subdivision and installation of street and utility infrastructure pursuant to the terms of the Development Agreement and the infrastructure specifications approved by the City and City Engineer.
4. Contingent on the purchase of the Property from Cemstone by the EDA, the proposed Contract for Private Redevelopment between the City of Windom and DVK Diversified, LLC 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 15th day of March, 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](http://www.windom-mn.com)

**TO:** CITY COUNCIL  
**FROM:** DREW HAGE, DEVELOPMENT DIRECTOR  
**CC MEETING DATE:** MARCH 15, 2022  
**RE:** CONTRACT FOR PRIVATE REDEVELOPMENT – APOLLO DEVELOPMENT LLC  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director, at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

---

### Recommendations/Options/Action Requested

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

1. Review and adopt a Resolution approving the Development Agreement with Apollo Development LLC for the proposed market-rate apartment building in the proposed South Cottonwood Lake Subdivision contingent on EDA Board approval on March 14, 2022.
- 

### Issue Summary/Background

On February 14, 2022, the EDA Board selected Apollo Development LLC (“Apollo”) as the Developer for the market-rate apartment project in the Cemstone Redevelopment Area (proposed South Cottonwood Lake Subdivision) and agreed to Apollo’s TIF request for the project. Apollo’s TIF request is \$13,500 a unit for TIF eligible expenses associated with the apartment building (\$594,000), the acquisition expense for the 2.2 acre area of land (\$136,400), and a payment towards the lift station expenses (\$50,000).

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 purchase agreement for the 2.2 acre area, the TIF incentive, development requirements, and design requirements. The Agreement also includes a market-rate/non-subsidized rental housing covenant for a minimum of 25 years.

The proposed 44-unit apartment building includes a heated underground parking garage with 40 stalls, balconies and decks for every unit, and higher quality finishes. The unit mix includes studios, 1-bedrooms, and 2-bedrooms. The proposed apartment building will create new tax increment that will help to support the redevelopment project. Without tax base from the proposed apartment, it would be difficult to finance the proposed South Cottonwood Lake Subdivision and to achieve the positive benefits of wellhead protection, lake protection, and pedestrian safety.

### Fiscal Impact

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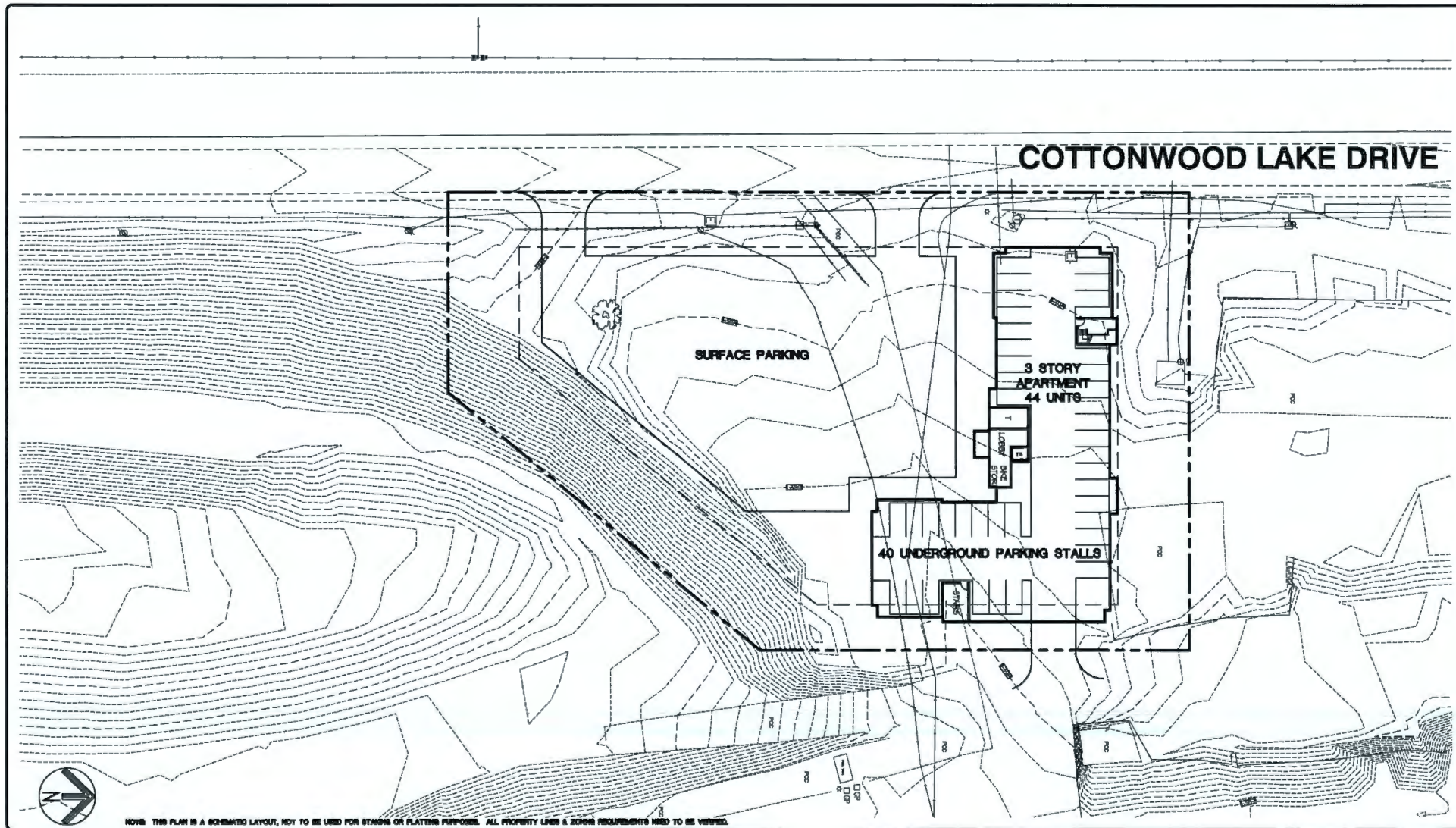
In Pay 2021, the net property taxes for Parcel 25.025.0200 (34-acre Cemstone property) were \$4,942. The estimated build cost for proposed 44-unit apartment is greater than \$5,000,000. The requested TIF incentive by Apollo Development LLC is \$790,400.

## **Attachments**

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1. Contract for Private Redevelopment – Apollo Development LLC – [SEE LINK](#)
2. Draft Apartment Layout – Apollo Development,
3. Resolution Approving Assistance to Apollo Development LLC.





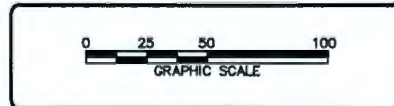
**LOCATION**  
**WINDOM**  
**MINNESOTA**

**SCHEMATIC**  
**SITE STUDY**

**DATE**  
**12/17/21**

**BUILDING FOOTPRINT AREA**  
**17,770 SQ.FT.**

**TOTAL PROPERTY AREA**  
**80,044 SQ.FT. (1.84 ACRES)**



**ASSUMED SETBACKS**

**NORTH 30' EAST 25'**  
**SOUTH 30' WEST 30'**

## **RESOLUTION # 2022-**

**INTRODUCED:**

**SECONDED:**

**VOTED:     Aye:**

**Nay:**

**Absent:**

### **CITY OF WINDOM, MINNESOTA**

#### **RESOLUTION APPROVING ASSISTANCE TO APOLLO DEVELOPMENT LLC**

**WHEREAS**, on June 18, 2019, the City Council established Tax Increment Financing (TIF) District 1-22 covering real property and improvements in the Cemstone District in Windom, Minnesota, including property owned by Cemstone Concrete Materials, LLC (“Cemstone”) located at 1405 Cottonwood Lake Drive (“the Property”); and

**WHEREAS**, the Economic Development Authority of Windom (“EDA”) has executed a Purchase Agreement with Cemstone for the EDA’s purchase of the Property which purchase is scheduled for closing on or before May 13, 2022; and

**WHEREAS**, the EDA selected Apollo Development LLC (“Developer”) as the developer for the apartment building to be constructed on the property; and

**WHEREAS**, the Developer will be purchasing a portion of the Property from the EDA for purposes of construction of a 44-unit apartment building (the “Apartment Project”); and

**WHEREAS**, the Developer has requested tax increment financing (“TIF”) assistance in the amount of Seven Hundred Ninety Thousand Four Hundred Dollars (\$790,400) 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 terms of the sale of approximately 2.2 acres of the Property to the Developer for the Apartment Project, 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 purchase of the Property from Cemstone by the EDA, the granting of assistance to Apollo Development LLC (the "Developer") in an amount of up to \$790,400 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, within 5 years from the date of receipt of the Certificate of Completion for the Apartment Project without written consent from the City of Windom.

C. Developer will continue to operate (or cause to be operated) the Apartment Project as a market-rate apartment building for a period of 25 years from the date of receipt of the Certificate of Completion.

4. Contingent on the purchase of the Property from Cemstone by the EDA, 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 15th day of March, 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](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Denise Nichols  
**DATE:** March 11, 2022  
**RE:** **Petition for Annexation**  
**DEPT:** Administration  
**CONTACT:** [Denise.Nichols@windommn.com](mailto:Denise.Nichols@windommn.com) 832-8652

---

### **Recommendations/Options/Action Requested**

Staff recommends the Council accept, by motion, the Petition for Annexation from Gene and Donna Pankonin/Cottonwood County.

### **Issue Summary/Background**

The City has received from Gene and Donna Pankonin/Cottonwood County a Petition for Annexation of a portion of Parcel #08-022-0100, (Tracts A & B - 470<sup>th</sup> Ave/County Road 15). Cottonwood County is considering the construction of a Public Works Highway Maintenance facility on the property.

After the petition is accepted, Great Bend Township and the City of Windom will consider the adoption of a Joint Resolution for Orderly Annexation. Additional approval will be sought from the Planning Commission for a Conditional Use Permit allowing the construction of the facility in the designated Zoning District. The Joint Resolution will also include the Planning Commission recommendations for the Zoning designations for Tracts A & B.

### **Fiscal Impact**

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None.

### **Attachments**

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Petition for Annexation  
Letter from Cottonwood County Public Works  
Map  
Aerial



## Petition for Annexation

PETITION FOR ANNEXATION OF A PORTION OF PARCEL # 08-022-0100

(470<sup>th</sup> Ave/County Road 15)

TO THE CITY OF WINDOM, County of Cottonwood, Minnesota.

TO: The City Council of Windom, Minnesota

The undersigned, a majority of the property owners as set forth opposite their respective names, respectfully petition the city council to annex into the city a portion of parcel #08-022-0100.

Print Name

Signature

Donna Pankonin

Donna Pankonin

Gene Pankonin

Gene Pankonin

Donna L. Grayley

Donna L. Grayley, Board Chair

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# COTTONWOOD COUNTY PUBLIC WORKS

Nicholas Klisch P.E., Public Works Director

1355 9<sup>th</sup> Ave. Windom, MN 56101

---

Ph. (507) 831-1389

Email: [nick.klisch@co.cottonwood.mn.us](mailto:nick.klisch@co.cottonwood.mn.us)

Fax (507) 831-2367

---

March 3, 2022

**RE: Petition for Annexation**

Dear Windom City Council,

Cottonwood County has entered into a purchase agreement with Gene and Donna Pankonin for a portion of Parcel 08-022-0100. The approximate land area purchased is labeled "Tract A" in attached Exhibit A. Mr. and Mrs. Pankonin along with Cottonwood County are jointly requesting annexation of Tract A contingent on approval of a Conditional Use Permit allowing for the construction of a Public Works Highway Maintenance facility on said Tract. If the Conditional Use Permit is not approved, the Petition for Annexation shall be withdrawn.

Mr. and Mrs. Pankonin along with Cottonwood County are also jointly requesting annexation of "Tract B" in attached Exhibit A in order to provide continuity in the annexation request.

If you have further questions feel free to contact me at 507-832-8811.

Sincerely,

Nicholas Klisch, P.E.

Cottonwood County Engineer/Public Works Director

CC:

Donna and Gene Pankonin

Cottonwood County Board of Commissioners

Nick Anderson, Cottonwood County Attorney

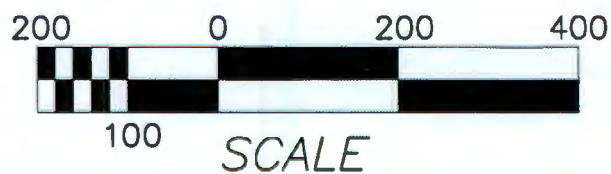
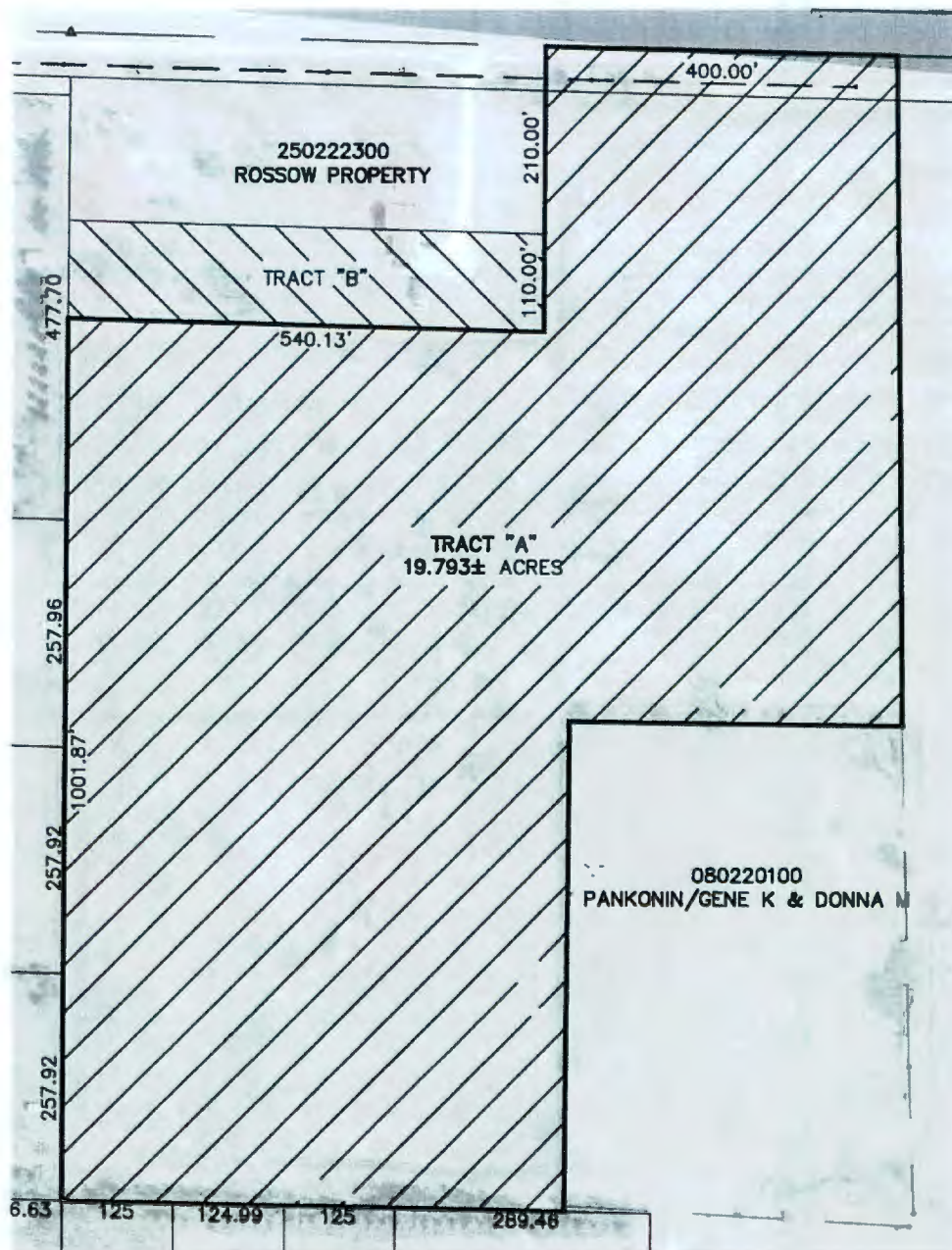
Steve Nasby, Windom City Administrator

Andrew Spielman, City of Windom Building and Zoning Official



## EXHIBIT "A"

PART OF NE 1/4 OF NW 1/4 OF NE 1/4 IN SECTION 22,  
TOWNSHIP 105 NORTH, RANGE 36 WEST IN GREAT BEND  
TOWNSHIP, COTTONWOOD COUNTY, MINNESOTA.







N↑



## ACTION ITEM



**CITY OF WINDOM**

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Building & Zoning Office  
**DATE:** March 15, 2022 (City Council Meeting Date)  
**RE:** Planning Commission Recommendations – Variance Application & Rezoning  
**DEPT:** Building & Zoning  
**CONTACT:** Andrew Spielman, Building & Zoning Official, at 832-8660 or [andrew.spielman@windommn.com](mailto:andrew.spielman@windommn.com)

---

### **Recommendations/Options/Action Requested**

Approve the Variance Application by Cemstone and EDA to allow a structure height up to 80 feet on a lot in the North Windom Industrial Park (I-1 District).

The Planning Commission recommended approving this variance.

---

### **Issue Summary/Background**

#### **Variance Application:**

**Applicant/Owner:** Cemstone Concrete Materials, LLC & EDA (Owner)

**Address of Property:** 580 Opportunity Drive, Windom, MN

**Description:** Lot 1, Block 2 of North Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota.

**Parcel ID#:** 25-556-0060

The Applicant and Owner are requesting a variance of 40 feet in structure height to allow the construction of a silo that has the potential to be 80 feet in height. Pursuant to City Code, the maximum structure height in an I-1 District is 40 feet. The Planning Commission held a public hearing on this application on March 8, 2022. The Minutes from the March 8<sup>th</sup> Meeting set forth the discussion, motion, and findings of fact concerning the Planning Commission's recommendation to approve this Variance Application.

### **Fiscal Impact**

There is no fiscal impact for the City.

---

### **Attachments**

1. Zoning Application for Variance,
  2. Planning Commission's Public Hearing Notice,
  3. Beacon Aerial of the Property,
  4. Site Plan
  5. Diagram/Plan for silo,
  6. Airport Safety Zone Map.
-

## **Recommendations/Options/Action Requested**

Approve the first reading of Ordinance No. 193, 2<sup>nd</sup> Series rezoning the remainder of Lot 6, Block 2 of Windom Industrial Park Subdivision from I-1 "Light Industrial" to R-3 "Multi-Family".

The Planning Commission recommended that the City Council approve the rezoning of the Western Part of Lot 6, Block 2 of Windom Industrial Park Subdivision from I-1 to R-3.

## **Issue Summary/Background**

### **Rezoning Application:**

Applicant/Owner: **Economic Development Authority of Windom**  
Address of Property: **1925 North Redding Avenue, Windom, MN**  
Description: **Tract in the Western Part of Lot 6, Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota.**  
*(abbreviated description)*  
Parcel ID#: 25-839-0075

The Applicant/Owner is requesting that the City rezone the western portion of Lot 6 from I-1 Light Industrial to R-3 Multi-Family. The Planning Commission held a public hearing on this application on March 8, 2022. (The eastern half of Lot 6 was previously rezoned from I-1 to R-3.) The Minutes from the March 8th Meeting set forth the discussion and motion. The vote by the Planning Commission on the rezoning of the property was 4 ayes, 2 nays.

## **Fiscal Impact**

There is no fiscal impact for the City.

## **Attachments**

1. Zoning Application for Rezoning,
2. Planning Commission's Public Hearing Notice,
3. Beacon Aerials of the Property,
4. Ordinance No. 193, 2<sup>nd</sup> Series – Included under separate Agenda Item.

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The Planning Commission also recommended zoning designations for Tracts "A" and "B" in the property owned by Gene and Donna Pankonin that is proposed for annexation. There is a Petition for Annexation, signed by the Pankonins and also by Cottonwood County, for acceptance by the City Council that will be included in the City Council Packet for the March 15<sup>th</sup> Meeting. The recommended zoning designations will be included in the Joint Resolution which will come before the City Council at a future meeting. The details of the Planning Commission's discussion and recommendation regarding the zoning designations are included in the Minutes of their March 8<sup>th</sup> Meeting.



**CITY OF WINDOM, MINNESOTA**

**444 9<sup>th</sup> Street  
Windom, MN 56101  
507-831-6125**

**APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST**

**Applicant(s):** Name(s) Cemstone Concrete Materials, LLC  
Address 2025 Centre Pointe Blvd, Suite 300  
City Mendota Heights State MN Zip 55120 (Phone: 651-688-9292)

**Owner(s):** (If other than Applicant)  
Name(s) Windom EDA (Economic Development Authority of Windom)  
Address 444 9th Street  
City Windom State MN Zip 56101 (Phone: 507-832-8661)

**Property Address:** 580 Opportunity Drive

**Legal Description of Property:** Lot(s) 1 Block(s) 2 Addition NWIP  
North Windom Industrial Park Subdivision  
Parcel No. 255560060  
(If metes and bounds, attach description.)

**Existing Use of Property:** Concrete Plant - Future Use Present Zoning: I-1  
(Property currently undeveloped. CUP approved for use as a concrete plant.)  
**Action Requested:** Conditional Use Permit Variance Height Variance  
Subdivision (Sketch Plat) \_\_\_\_\_ Preliminary Plat \_\_\_\_\_ Final Plat \_\_\_\_\_  
Planned Unit Development (PUD) \_\_\_\_\_  
Amendment (Text, Rezoning, Comprehensive Plan) - SPECIFY: \_\_\_\_\_  
Other (Specify): \_\_\_\_\_

**Description and Reason for Request** (Attach Additional Information if necessary and/or required)  
Ready-mix plants feed cement using gravity, and we need to place our silos above where trucks will load. Because of this, we are requesting a variance to allow us to construct up to 80' tall.

In signing this Application, I/we hereby acknowledge that I/we have been advised concerning the applicable provisions of the Windom Zoning and Subdivision Ordinances, current administrative procedures, and the required filing fee. I/we hereby acknowledge that the information provided in this Application is true and correct to the best of my/our knowledge. CEMSTONE CONCRETE MATERIALS, LLC

X

X

Date: 1-31-22

[SIGNATURES OF APPLICANT(S)] Drew Hage, EDA Dev. Director  
For: Economic Development Authority of Windom

Fee: \$150.00

Paid: Ck. 40152

Date: 2-14-22

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this 15 day of February, 2022.

WINDOM BUILDING & ZONING OFFICIAL: Andrew S. [Signature]

**Building & Zoning Office  
City Hall, 444 9<sup>th</sup> Street, P.O. Box 38  
Windom, MN 56101  
Phone: 507-831-6125**

**CITY OF WINDOM PLANNING COMMISSION  
PUBLIC HEARING NOTICE  
VARIANCE APPLICATION – HEIGHT OF STRUCTURES**

Pursuant to City of Windom, City Code Sections 152.525-152.530 and 152.565-152.568, notice is hereby given that the Applicant, CEMSTONE CONCRETE MATERIALS, LLC, and Owner, ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM, have submitted a zoning application for a variance for property located in an I-1 District. The Applicant and Owner request a variance to allow the height of structures on the property to be in excess of 40 feet which would be greater than the maximum height set forth in City Code Section 152.153. The proposed locations of structures that would exceed this height are shown on the site plan which is on file in the Building & Zoning Office in City Hall.

A public hearing to consider this application will be held before the Planning Commission in the **City Council Chambers at City Hall, 444 9<sup>th</sup> Street, Windom, MN 56101 on Tuesday, March 8, 2022, at the meeting which begins at 7:00 p.m.**

Those persons wishing to be heard on this application requesting a height variance are requested to be at this meeting. The application materials may be reviewed in the Building & Zoning Office at City Hall prior to the Public Hearing.

Legally described as follows: Lot 1, Block 2 of the North Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota.

Parcel ID #: 25-556-0060

Address of the Property is: 580 Opportunity Drive, Windom, MN 56101

By Order of the City of Windom  
Andrew Spielman, Zoning Administrator  
507-832-8660

Published: Cottonwood County Citizen (February 23, 2022)





|                              |                                           |                     |             |                      |                           |
|------------------------------|-------------------------------------------|---------------------|-------------|----------------------|---------------------------|
| <b>Parcel ID</b>             | 255560060                                 | <b>Alternate ID</b> | n/a         | <b>Owner Address</b> | ECON DEV AUTHORITY-WINDOM |
| <b>Sec/Twp/Rng</b>           | 0-0-0                                     | <b>Class</b>        | AGRICULTURE |                      | PO BOX 38                 |
| <b>Property Address</b>      |                                           | <b>Acreage</b>      | 5.39        |                      | WINDOM MN 56101           |
| <b>District</b>              | n/a                                       |                     |             |                      |                           |
| <b>Brief Tax Description</b> | LOT 1 BLK 2                               |                     |             |                      |                           |
|                              | (Note: Not to be used on legal documents) |                     |             |                      |                           |

Date created: 3/10/2022  
Last Data Uploaded: 3/10/2022 7:39:23 PM

Developed by  **Schneider**  
GEOSPATIAL

| STORM SEWER SCHEDULE |          |            |
|----------------------|----------|------------|
| STRUCTURE            | NEENAH   |            |
| TYPE & No.           | CASTING  | SIZE       |
| OCS-101              | 48" DIA. | SEE DETAIL |

| LEGEND                  |          |
|-------------------------|----------|
| EXISTING                | PROPOSED |
| PROPERTY LINE           | ---      |
| EASEMENT LINE           | ---      |
| CURB LINE               | ---      |
| INTERMEDIATE PAVEMENT   | ---      |
| CONCRETE PAVEMENT       | ---      |
| GRAVEL SURFACE          | ---      |
| ROAD EDGE               | ---      |
| STORM SEWER             | ---      |
| SANITARY SEWER          | ---      |
| WATER MAIN              | ---      |
| UNDERGROUND ELECTRIC    | ---      |
| UNDERGROUND FIBER OPTIC | ---      |
| UNDERGROUND GAS         | ---      |
| FORCE MAIN              | ---      |
| WATER VALVE             | ---      |
| ELECTRICAL BOX          | ---      |
| HYDRANT                 | ---      |

#### SITE PLAN NOTES

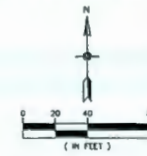
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF THE BUILDING UNLESS OTHERWISE NOTED.
- ALL CURB AND OUTLET SHALL BE 8612 UNLESS OTHERWISE NOTED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF SITE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES AND/OR VARIATIONS FROM THE PLAN.
- UNLESS OTHERWISE SHOWN ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVEWAYS FOR THE FOLLOWING REQUIREMENTS:  
CONTROL JOINT MAX. SPACING: WALKS-8' O.C. ALL OTHERS-10' O.C.  
SAW CUT CONTROL JOINTS MINIMUM 1/4" CONCRETE THICKNESS.  
EXPANSION JOINTS MAX. SPACING: WALKS-24' O.C. ALL OTHERS-40' O.C.  
\*AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND/OR WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT, AN EXPANSION JOINT SHALL BE PROVIDED.  
DOWEL ALL EXPANSION JOINTS 24" O.C. MAX.

#### SITE DATA

|                        |                |
|------------------------|----------------|
| TOTAL AREA:            | 234,800 SF     |
| LAND SURFACE AREA:     |                |
| BUILDING:              | 3,840 SF 7%    |
| WEIR:                  | 3,889 SF 7%    |
| PAVEMENT:              | 124,800 SF 53% |
| TOTAL:                 | 162,529 SF 69% |
| PERVIOUS SURFACE AREA: | 72,265 SF 31%  |

#### UTILITY PLAN NOTES

- SANITARY SEWER, WATER MAIN AND STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY ENGINEERS' ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS & THE MINNESOTA PLUMBING CODE.
- A MINIMUM OF 7.5 FEET OF COVER SHALL BE REQUIRED FOR ALL WATER MAIN AND FORCE MAIN.
- ALL WATER MAIN WORK & TESTING SHALL BE COORDINATED WITH CITY OF WINDOM PUBLIC WORKS DEPARTMENT.
- COORDINATE UTILITY SERVICE LOCATIONS AT THE BUILDING WITH MEP PLANS.
- SEE GRADING PLAN FOR STORM SEWER INFORMATION.



|                                                                                                                                                                                                          |      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| REVISIONS                                                                                                                                                                                                |      |
| 1.                                                                                                                                                                                                       |      |
| 2.                                                                                                                                                                                                       |      |
| 3.                                                                                                                                                                                                       |      |
| DRAWN BY: JTB                                                                                                                                                                                            |      |
| CHECKED BY: JTB                                                                                                                                                                                          |      |
| ISSUE DATE: 05/25/12                                                                                                                                                                                     |      |
| I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. |      |
| Name: Joseph T. Buehler                                                                                                                                                                                  |      |
| Signature: [Signature]                                                                                                                                                                                   |      |
| Professional License #: E-439513                                                                                                                                                                         |      |
| 1                                                                                                                                                                                                        | of 5 |

#### SITE & UTILITY PLAN

#### CEMSTONE WINDOW PLANT

Windom, Minnesota

#### CEMSTONE PRODUCTS COMPANY

2025 Centre Pointe Boulevard, Suite 100  
Minnetonka, MN 55345-1211

#### CARLSON McCAN

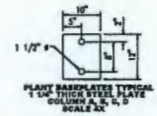
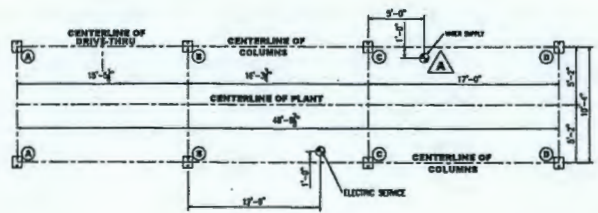
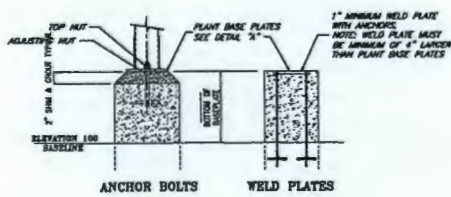
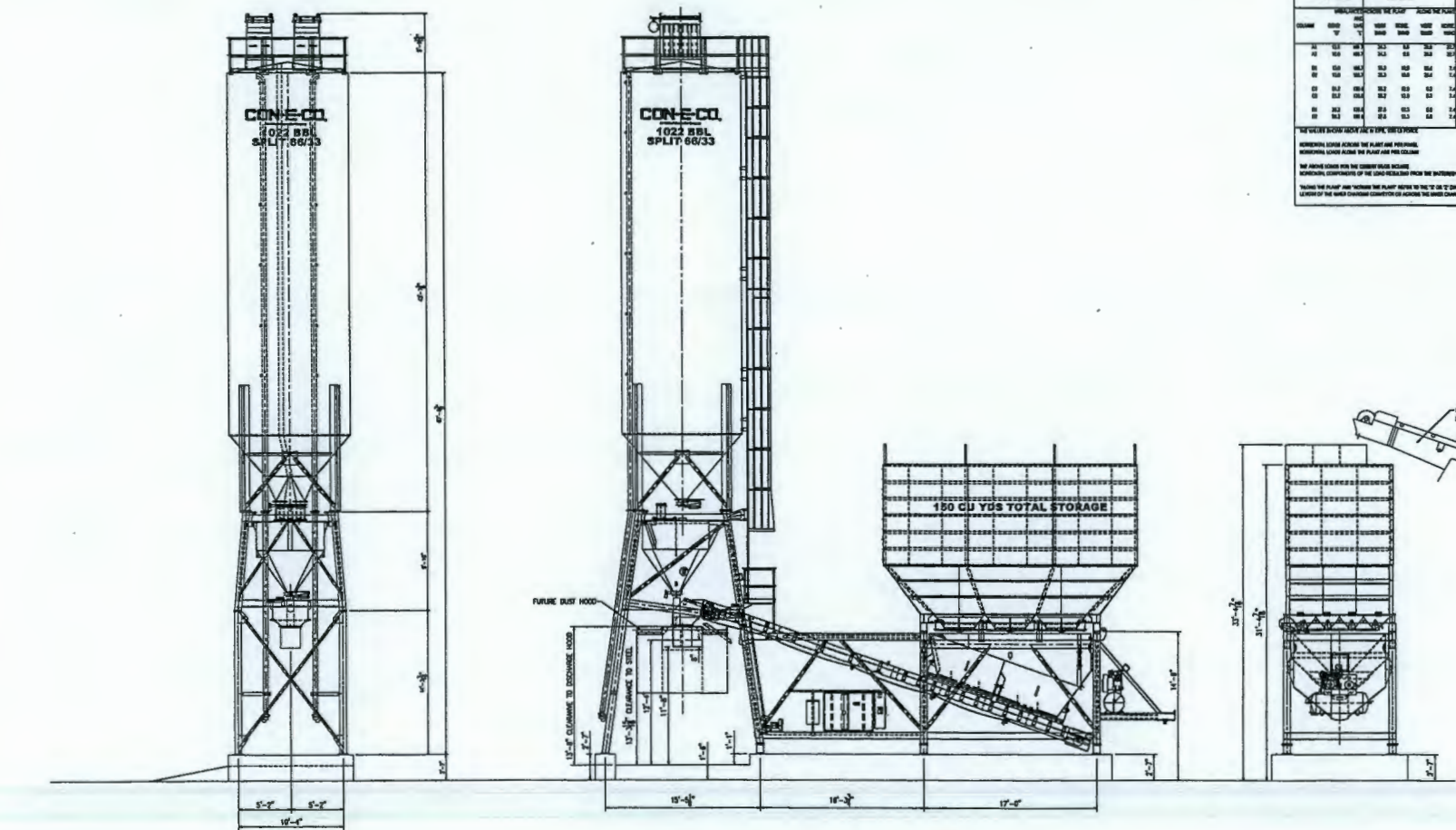
ENGINEERING  
ENVIRONMENTAL

3440 PHEASANT LODGE DRIVE NE, SUITE 100, BLAINE, MN 55448  
TEL: 763.483.7900 FAX: 763.483.7901 CARLSONMCCAN.COM



| WIND LOADS BASED ON 100 MPH WIND SPEED |            |               |           |           |           |           |           |           |           |
|----------------------------------------|------------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| WIND DIRECTION                         |            |               |           |           |           |           |           |           |           |
| Wind Direction                         | Wind Speed | Wind Pressure | Wind Load | Wind Load | Wind Load | Wind Load | Wind Load | Wind Load | Wind Load |
| 0°                                     | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |
| 45°                                    | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |
| 90°                                    | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |
| 135°                                   | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |
| 180°                                   | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |
| 225°                                   | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |
| 270°                                   | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |
| 315°                                   | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |
| 360°                                   | 100        | 0.002         | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     | 0.002     |

- NOTES:
- 1.) ALL LOADS SHOWN ARE IN KIPS (K) 1 KIP (K) = 1000 LBS.
  - 2.) ALL LOADS OCCUR AT THE BOTTOM OF BASE PLATES, AS MANUFACTURED BY CONCRETE EQUIPMENT CO. (CON-E-CO).
  - 3.) WIND LOADS ARE SHOWN IN TABLE ON THIS DRAWING.
  - 4.) CONSULT WITH REPUTABLE PROFESSIONAL ENGINEER FOR THE DESIGN OF THE FOUNDATION.
  - 5.) THE CONCRETE EQUIPMENT CO. (CON-E-CO) DOES NOT ASSUME RESPONSIBILITIES FOR FOUNDATION DESIGN.
  - 6.) IMPORTANT: IF INSTALLING PLANT IN A PERMANENT LOCATION IT MAY BE DESIRABLE TO DESIGN FOUNDATION FOR FUTURE ADD ON STORAGE MODULES. CONSULT FACTORY FOR PERMANENT FOUNDATION.
  - 7.) EXCEED FOUNDED BELOW FROST LINE.
  - 8.) BE SURE TO CHECK TRUCK HEIGHT BEFORE POURING DRIVEWAY AT ELEVATION 100.0'. STD. PLANT CONVEYOR DISCHARGE HOOD ONES 15'-6" CLEARANCE TO LOWEST POINT (DUST) AND 11'-6" CLEARANCE TO BOTTOM OF DISCHARGE SHOULD WITH DRIVEWAY ELEVATION AT 100.0'.
  - 9.) IT MAY BE DESIRABLE TO SLOPE WATER TRUCK 10" PER TRUCK LENGTH FOR EASIER WATER TRUCK CHARGING.
  - 10.) VERIFY THAT ALL ELECTRICAL, WATER, COMPARED, ETC. SERVICES ARE ON THE CORRECT SIDE.
  - 11.) BASE PLATE ANCHOR HOLES SIZE, MAY BE OVERSIZED FOR ANCHOR BOLT. HEAVY PLATE WELDERS BY OTHER.
  - 12.) THIS PLANT IS NOT DESIGNED FOR EARTHQUAKE LOADS.



|          |                                            |      |          |             |          |            |          |             |          |             |          |
|----------|--------------------------------------------|------|----------|-------------|----------|------------|----------|-------------|----------|-------------|----------|
| SCALE    | 3/16" = 1'-0"                              | DATE | 11/19/12 | DESIGNED BY | CON-E-CO | CHECKED BY | CON-E-CO | APPROVED BY | CON-E-CO | PROJECT NO. | 10383-F3 |
| TITLE    | BATCHMASTER LONG PLANT FOUNDATION LAYOUT   | DATE | 11/19/12 | DESIGNED BY | CON-E-CO | CHECKED BY | CON-E-CO | APPROVED BY | CON-E-CO | PROJECT NO. | 10383-F3 |
| LOCATION | FAIRMONT, MN                               | DATE | 11/21/12 | DESIGNED BY | CON-E-CO | CHECKED BY | CON-E-CO | APPROVED BY | CON-E-CO | PROJECT NO. | 10383-F3 |
| REVISION | REMOVED WATER BATTERY & MOVED WATER SUPPLY | DATE | 11/21/12 | DESIGNED BY | CON-E-CO | CHECKED BY | CON-E-CO | APPROVED BY | CON-E-CO | PROJECT NO. | 10383-F3 |







**CITY OF WINDOM, MINNESOTA**

**444 9<sup>th</sup> Street  
Windom, MN 56101  
507-831-6125**

**APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST**

**Applicant(s):** Name(s) Economic Development Authority of Windom

Address 444 Ninth Street, P. O. Box 38,

City Windom State MN Zip 56101 (Phone: 507-832-8661)

**Owner(s):** (If other than Applicant)

Name(s) Same as Applicant

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ (Phone: \_\_\_\_\_)

**Property Address:** 1925 North Redding Avenue, Windom, MN 56101

**Legal Description of Property:** Lot(s) 6 Block(s) 2 Addition Windom Industrial Park

Subdivision (Remainder of Lot 6 not previously rezoned to R-3 Multi-Family)

(See attached legal description of tract.)

**Parcel No.** 25-839-0075

(If metes and bounds, attach description.)

**Existing Use of Property:** undeveloped land west of Spec Building Present Zoning: I-1

**Action Requested:** Conditional Use Permit \_\_\_\_\_ Variance \_\_\_\_\_

Subdivision (Sketch Plat) \_\_\_\_\_ Preliminary Plat \_\_\_\_\_ Final Plat \_\_\_\_\_

Planned Unit Development (PUD) \_\_\_\_\_ Rezoning of tract in Lot 6 from

Amendment (Text, Rezoning, Comprehensive Plan) – SPECIFY: I-1 Light Industrial to R-3.

Other (Specify): \_\_\_\_\_

**Description and Reason for Request** (Attach Additional Information if necessary and/or required) A tract

in Lot 6 was rezoned from I-1 to R-3 by Ordinance No. 187, 2nd Series adopted by

the Windom City Council on August 4, 2020. Reason: The EDA is planning to sell

most of Lot 6 to a developer who plans to construct multi-family apartment buildings

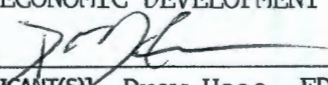
on the site. The purpose of this request is to complete the rezoning of all of

Lot 6 from I-1 to R-3.

In signing this Application, I/we hereby acknowledge that I/we have been advised concerning the applicable provisions of the Windom Zoning and Subdivision Ordinances, current administrative procedures, and the required filing fee. I/we hereby acknowledge that the information provided in this Application is true and correct to the best of my/our knowledge.

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM

X \_\_\_\_\_

X 

[SIGNATURES OF APPLICANT(S)] Drew Hage, EDA Development Director

Date: February 17, 2022

Fee: \$150.00

Paid: OK EFT

Date: \_\_\_\_\_

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WINDOM BUILDING & ZONING OFFICIAL: \_\_\_\_\_

ATTACHMENT  
to  
ZONING APPLICATION

Legal Description of Property to be Rezoned from I-1 to R-3:

All of Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, EXCEPT the following tract of land:

Commencing at the Southeast corner of said Lot 6 which is the **point of beginning** of the tract to be described; thence West on and along the South line of said Lot 6 a distance of 503.48 feet, more or less, to the Easterly line of North Redding Avenue extended Northerly; thence North 00 degrees 00 minutes 00 seconds East a distance of 268.80 feet; thence in a Northeasterly direction to a point on the North line of said Lot 6 which is located 479.45 feet West of the Northeast corner of said Lot 6; thence East along the North line of said Lot 6 a distance of 479.45 feet, more or less, to the Northeast corner of said Lot 6; thence Southwesterly along the Easterly line of said Lot 6 a distance of 514.26 feet, more or less, to the point of beginning.



**Building & Zoning Office  
City Hall, 444 9<sup>th</sup> Street, P.O. Box 38  
Windom, MN 56101  
Phone: 507-831-6125**

**CITY OF WINDOM PLANNING COMMISSION  
PUBLIC HEARING NOTICE  
REZONING APPLICATION**

Pursuant to City of Windom, City Code Sections 152.525-152.530 and 152.580-152.583, notice is hereby given that the Applicant, Economic Development Authority of Windom, 444 Ninth Street, Windom, Minnesota, has submitted an application to rezone the remainder of the 10-acre lot in Block 2 of the Windom Industrial Park Subdivision. The purpose of this application is to request a change in the zoning classification from the current "I-1 Light Industrial" District to an "R-3 Multi-Family" District.

A public hearing to consider this rezoning application will be held before the Planning Commission in the **City Council Chambers at City Hall, 444 9<sup>th</sup> Street, Windom, MN 56101 on Tuesday, March 8, 2022, at the meeting which begins at 7:00 p.m.**

Those persons wishing to be heard on this application requesting rezoning of the following described land are requested to be at this meeting. The application materials may be reviewed in the Building & Zoning Office at City Hall prior to the Public Hearing.

Legally described as follows: All of Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, except the following tract of land: Commencing at Southeast corner of said Lot 6 which is the point of beginning of the tract to be described; thence West on and along the South line of said Lot 6 a distance of 503.48', more or less, to the Easterly line of North Redding Avenue extended Northerly; thence North 00° 00' 00" East a distance of 268.80'; thence in a Northeasterly direction to a point on the North line of said Lot 6 which is located 479.45' West of the Northeast corner of said Lot 6; thence East along the North line of said Lot 6 a distance of 479.45', more or less, to the Northeast corner of said Lot 6; thence Southwesterly along the Easterly line of said Lot 6 a distance of 514.26', more or less, to the point of beginning.

Parcel ID #: 25-839-0075

Address of the Property: 1925 North Redding Avenue, Windom, MN 56101

By Order of the City of Windom  
Andrew W. Spielman, Zoning Administrator  
507-832-8660

Published: Cottonwood County Citizen (February 23, 2022)



|                       |                                           |              |               |               |                           |
|-----------------------|-------------------------------------------|--------------|---------------|---------------|---------------------------|
| Parcel ID             | 258390075                                 | Alternate ID | n/a           | Owner Address | ECON DEV AUTHORITY-WINDOM |
| Sec/Twp/Rng           | 0-0-0                                     | Class        | COMM LAND/BLD |               | PO BOX 38                 |
| Property Address      | 1925 NORTH REDDING AVE<br>56101           | Acreage      | n/a           |               | WINDOM MN 56101           |
| District              | n/a                                       |              |               |               |                           |
| Brief Tax Description | LOT 6 BLK 2                               |              |               |               |                           |
|                       | (Note: Not to be used on legal documents) |              |               |               |                           |

Date created: 3/10/2022  
Last Data Uploaded: 3/10/2022 7:39:23 PM

Developed by  **Schneider**  
GEOSPATIAL





Approximate dimensions of property rezoned from I-1 to R-3 by City of Windom Ordinance No. 187, 2nd Series adopted by the Windom City Council on August 4, 2020.



## EDA Spec Building – Proposed Lot Split





**ORDINANCE NO. 193, 2<sup>ND</sup> SERIES**

**AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,  
AMENDING THE “ZONING MAP OF WINDOM” BY AMENDING  
THE ZONING DESIGNATION OF DESCRIBED PROPERTIES  
FROM I-1 “LIGHT INDUSTRIAL” TO R-3 “MULTI-FAMILY”**

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

The “Zoning Map of Windom” is amended as follows:

Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, EXCEPT the following described real estate:

Commencing at Southeast corner of said Lot 6 which is the point of beginning of the tract to be described; thence West on and along the South line of said Lot 6 a distance of 503.48 feet, more or less, to the Easterly line of North Redding Avenue extended Northerly; thence North 00° 00’ 00” East a distance of 268.80 feet; thence in a Northeasterly direction to a point on the North line of said Lot 6 which is located 479.45 feet West of the Northeast corner of said Lot 6; thence East along the North line of said Lot 6 a distance of 479.45 feet, more or less, to the Northeast corner of said Lot 6; thence Southwesterly along the Easterly line of said Lot 6 a distance of 514.26 feet, more or less, to the point of beginning.

Shall be rezoned from I-1 “Light Industrial” to R-3 “Multi-Family”.

**EFFECTIVE DATE OF ORDINANCE.** This Ordinance becomes effective from and after its passage and publication.

Adopted by the City Council of the City of Windom, Minnesota, this 5<sup>th</sup> day of April, 2022.

---

Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator

1<sup>st</sup> Reading: March 15, 2022

2<sup>nd</sup> Reading: April 5, 2022

Adoption: April 5, 2022

Published: April 13, 2022

## ACTION ITEM



### CITY OF WINDOM

444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** City Administrator  
**DATE:** March 7, 2022  
**RE:** TH 60 Corridor Implementation Plan  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

---

### **Recommendations/Options/Action Requested**

---

Staff recommends that the City Council take the following action:

1. Consider approval of a resolution supporting the recommended improvement to TH60/US Highway 71 outlined within the Implementation Plan.

### **Issue Summary/Background**

---

On February 15, 2022 MnDOT and KLJ Engineers presented the preferred improvements to TH60/US Highway 71 throughout the Windom corridor to the City Council and Cottonwood County Commissioners. These improvements were envisioned in multiple segments of the roadway as part of MnDOT's planned reconstruction within 10 years. MnDOT has requested action by the City Council to support the Implementation Plan.

The resolution of support acknowledges the City Council's concurrence with the study's recommendations, but does not commit the City to any financial contributions at this time. The resolution also recognizes that there may be changes in development patterns, traffic technologies or other factors that may arise prior to a final plan being approved by MnDOT and the City of Windom.

### **Fiscal Impact**

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None at this time.

### **Attachments**

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1. Resolution of Support



# **RESOLUTION #2022-**

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

## **A RESOLUTION IN SUPPORT OF THE TRUNK HIGHWAY 60 CORRIDOR STUDY IMPLEMENTATION PLAN**

---

**WHEREAS,** The City of Windom, Cottonwood County, and MnDOT coordinated efforts to conduct and complete the TH 60 Corridor Study Implementation Plan; and

**WHEREAS,** MnDOT is responsible for development of a range of transportation studies, plans, and policy decisions, and for directing transportation planning and funding programming, including Windom, MN; and

**WHEREAS,** over 2019-2022, the study partners evaluated numerous potential concepts for the future TH 60 Corridor through Windom; and

**WHEREAS,** development of the Study included participation, contribution, and direction from staff of the City of Windom, Cottonwood County, MnDOT, and members of the community through public engagement and public open houses; and

**WHEREAS,** TH 60 Corridor Study and Implementation Plan recommends selected corridor options that at this time best addresses the differing desires and outcomes of interested stakeholders, and members of the public; and

**WHEREAS,** the City of Windom, Cottonwood County and MnDOT acknowledge there may be changes to the Implementation Plan due to future development, funding requirements or other unforeseen elements.

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

1. That the Windom City Council supports the outcomes and recommendations of the Windom TH 60 Corridor Study.
2. This resolution does not financially commit the City of Windom to local match or contributions to fulfill the Implementation Plan.

Adopted by the City Council of Windom, Minnesota this 15<sup>th</sup> day of March, 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](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Denise Nichols  
**DATE:** March 11, 2022  
**RE:** **Pet Licenses, Boarding and Impound Fees**  
**DEPT:** Administration  
**CONTACT:** Denise.Nichols@windommn.com 832-8652

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### **Recommendations/Options/Action Requested**

Staff recommends the Council adopt the Resolution Establishing Rates, Charges and Fees for Pet Licenses, Boarding and Impound Fees.

### **Issue Summary/Background**

The City has received notification from Cottonwood Vet Clinic that they are increasing boarding rates effective March 1, 2022. Upon review of the boarding fees currently collected by the City for impounded animals, staff is recommending increases of boarding fees to cover the costs charged by Cottonwood Vet Clinic.

The **Animal License Fee** and **Impound Fee** will **not** change. A Lifetime License has been added to permit long-term registration of pets and to allow for easier licensing of pets. The fees do not create revenue but allow the City to cover costs associated with pet licensing and impounding. The license information is used by the Police Department in identifying a pet owner and the owner's address to facilitate the return of the pet to its owner. Chief Peterson supports the addition of a Lifetime License.

### **Fiscal Impact**

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None.

### **Attachments**

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Resolution Establishing Rates, Charges and Fees for Pet Licenses, Boarding and Impound Fees.



# RESOLUTION #2022-

**INTRODUCED:**

**SECONDED:**

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

## **RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR PET LICENSES, BOARDING AND IMPOUND FEES**

**WHEREAS**, the City Council has the authority to establish rates and fees for municipal services, admissions and licenses; and

**WHEREAS**, the City Council periodically establishes rates and fees; and

**WHEREAS**, Windom City Code Chapter 93: ANIMALS, provides that a license is required to keep a dog or cat; and

**WHEREAS**, boarding rates charged to the City for impounded dogs and cats have increased; and

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

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

Adopt the following rates for Pet Licenses, Boarding and Impound Fees.

### **Animal License (Cat & Dog)**

|                  |         |
|------------------|---------|
| Unspayed Female  | \$8.00  |
| All Others       | \$5.00  |
| Lifetime License | \$25.00 |

### **Boarding Fees**

|              |         |
|--------------|---------|
| No License   | \$23.00 |
| With License | \$18.00 |

### **Impound Fees**

|              |         |
|--------------|---------|
| No License   | \$40.00 |
| With License | \$20.00 |

Adopted this 15th day of March, 2022.

\_\_\_\_\_  
Dominic Jones, Mayor

ATTEST:

\_\_\_\_\_  
Steven Nasby, City Administrator

## ACTION ITEM



**CITY OF WINDOM**

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Windom, MN 56101

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Fax: 507-831-6127

[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Jason Sykora, Electric Superintendent  
**DATE:** 3/7/2022  
**RE:** Union Pacific Longitudinal Wireline Agreement  
**DEPT:** Electric  
**CONTACT:** Jason Sykora

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### **Recommendations/Options/Action Requested**

The Utility Commission and staff recommends that the City Council take the following action regarding Union Pacific Wireline Longitudinal Agreements.

1. Approve the Wireline Longitudinal Agreement between Union Pacific Railroad and the City of Windom.
- 

### **Issue Summary/Background**

The Wireline Longitudinal Agreement is needed to construct the new Transmission line. The agreement allows the City to cut a 45-degree angle across 220' of Union Pacific Railroads property. This is part of the Transmission line rebuild project. This is the final permit needed from the railroad to construct the new Transmission line. In total we had to secure 3 crossing agreements and this longitudinal agreement to construct the Transmission Line. It took just short of a year to finalize the agreement.

### **Fiscal Impact**

The Cost of the permit is \$25,670.00. The City will also be required to purchase Railroad Protective Liability Insurance at a cost of approximately \$2,000.00. Funds for this expenditure were budgeted as part of the Capital Improvement Project for rebuilding the Transmission line.

### **Attachments**

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1. Copy of the Wireline Agreements & Resolutions.





March 03, 2022  
Folder: 03270-57

JASON SYKORA  
CITY OF WINDOM  
1105 1ST AVE N  
WINDOM MN 56101

Re: Proposed Construction of an Overhead Wireline Encroachment Over 750 Volts Between Mile Posts 147.11 and 147.37 on the Worthington Subdivision at or near Windom, Cottonwood County, Minnesota.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Twenty Five Thousand Six Hundred Seventy Dollars (\$25,670.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03270-57 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

If you have any questions, please contact me at [jasorian@up.com](mailto:jasorian@up.com).

Sincerely,

Justin Soriano  
Analyst Finance

## **LONGITUDINAL WIRELINE AGREEMENT**

Between Mile Posts 147.11 and 147.37 Worthington Subdivision  
Location: Windom, Cottonwood County, Minnesota

**THIS AGREEMENT ("Agreement")** is made and entered into as of March 03, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF WINDOM**, to be addressed at 1105 1st Ave N, Windom, Minnesota 56101 ("Licensee").

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

**Article 1. LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate an overhead wireline encroachment over 750 volts only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Windom, Cottonwood County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated June 23, 2021, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for an overhead wireline encroachment over 750 volts, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

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

D. Under no circumstances shall Licensee modify Licensee's Facilities or add additional wirelines to the conduit(s), if any, or allow any third-parties to modify Licensee's Facilities or add additional wirelines to the conduit(s), if any, without Licensor's prior review and approval, which may be withheld in Licensor's sole discretion. Any application to modify Licensee's Facilities or add additional wirelines to the conduit(s) shall be made in accordance with Licensor's then-current wireline crossing application procedures.



**Article 2.      LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Twenty Five Thousand Six Hundred Seventy Dollars (\$25,670.00)**.

**Article 3.      TERM.**

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

**Article 4.      LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

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

**Article 5.      INSURANCE.**

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

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

**Article 6.      DEFINITION OF LICENSEE.**

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

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

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

**Article 8.      WAIVER OF BREACH.**

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

**Article 9.      ASSIGNMENT.**

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

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

**Article 10.    SEVERABILITY.**

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

**Article 11.    NOTICES.**

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

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (03270-57)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF WINDOM  
1105 1st Ave N  
Windom, Minnesota 56101

**Article 12.    SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services  
Email: RP.Utility@railpros.com  
Phone (682)223-5271



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

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF WINDOM**

By: \_\_\_\_\_

Justin Soriano  
*Analyst Finance*

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_



**LEGEND:**

WIRELINE ENCROACHMENT ..... - - - - -

UPRRCO. R/W OUTLINED ..... - - - - -

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

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

WINDOM, COTTONWOOD COUNTY, MINESOTA

M.P. 147.11 TO 147.37 - WORTHINGTON SUB.

MAP CMD V-8 / 13

SCALE: 1" = 200'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 6-23-2021

PJB FILE: 0327057

|                  |         |
|------------------|---------|
| CADD<br>FILENAME | 0327057 |
| SCAN<br>FILENAME | X       |



## **EXHIBIT B**

### **GENERAL TERMS AND CONDITIONS**

#### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

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

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

#### **Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

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

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

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

encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

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

### **Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

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

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

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

### **Section 4. FLAGGING.**

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

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

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One



and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

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

## **Section 5.     SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

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

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



provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

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

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

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

#### **Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

#### **Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

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

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



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

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

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

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

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

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

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

**Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensors" includes Licensors, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

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

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

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE



EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

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

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

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

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

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

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

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

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

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

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

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

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

**B. Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

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

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

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

**D. Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a



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

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

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

#### **Other Requirements**

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

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

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

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

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

Steve Nasby, City Administrator

Please share this with the Mayor and City Council.

I have accepted a position with Northwest Bank. The past six years has been an exciting time to work for the City of Windom. I have enjoyed working on small and large projects that have supported the EDA's Mission to expand the City's tax base and create job opportunities by supporting existing businesses and attracting new businesses.

The opportunity to work for the City has expanded my professional expertise in economic development, planning, and successful project implementation. With recent and planned growth, housing has been a top priority and will likely remain a top priority for multiple years. It has been exciting to work with private developers and community members on the Lakeside Apartment, Guardian Inn Apartment, Cemstone Redevelopment Project/South Cottonwood Lake Subdivision, Gove Acres, HyLife Foods Apartment Project, and numerous tax abatements for single-family homes.

The opportunity to work for the City has also provided me with the opportunity to work with small and large businesses. This business support has included project development, loans, grants, site selection, marketing, and other business needs. Grants were a significant component of assisting businesses.

Secured grants ranged from a Minnesota Investment Fund Forgivable Loan with Prime Pork to livability grants with trails and active living to the Redevelopment Grant at Cemstone. In total, I have helped to secure more than \$2 million in grants for the City. Helping to move projects forward with grant funds has been an enjoyable part of the position.

My last day in the office is planned for March 31<sup>st</sup>. With vacation time, my last official day will be April 29<sup>th</sup>. I will be here to help transition projects, so Windom can continue to grow.

I have appreciated working with the Mayor, City Council, EDA Board, other Boards, Commissions and community members. Economic development takes a team to identify community needs and to move projects forward. I appreciate all of the help that I have received.

Thank you,



Drew Hage

Development Director | City of Windom

Executive Director | Economic Development Authority of Windom



## ACTION ITEM



**CITY OF WINDOM**

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Personnel Committee  
**DATE:** March 7, 2022  
**RE:** Services Contract for Economic Development Authority  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

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### **Recommendations/Options/Action Requested**

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The Personnel Committee recommends that the City Council take the following action:

1. Approve a Contract with Jim Hartshorn to provide Community & Economic Development Services.

### **Issue Summary/Background**

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Drew Hage, Development Director, recently informed the City Council that he would be resigning his position to accept a private sector position on April 1, 2022. Due to the complexity and volume of projects in the queue it was felt that help was needed to bridge the gap between Mr. Hage's departure and the hiring of a new full-time Development Director.

The City Administrator was charged with finding options to provide these services for 60-90 days while the hiring process occurs. Three options were presented to the Personnel Committee which included the South Central Coop, Community/Economic Development Association (CEDA) and private individual (Mr. Hartshorn). All of these options included a depth of experience and similar costs, but there was a difference in the amount of time on-site in Windom. The Personnel Committee's recommendation is to extend a Services Contract to Mr. Hartshorn as presented.

### **Fiscal Impact**

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Due to the resignation of the full-time position (salary and benefits saved) the contract cost is slightly higher by \$500 - \$1,000.

### **Attachments**

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1. Services Contract between the City of Windom and Jim Hartshorn

## **Contract Agreement between Jim Hartshorn and the City of Windom, MN**

### **Purpose of Contract**

The City of Windom is entering into a contract with Jim HARTSHORN, independent contractor and sole proprietor, (herein HARTSHORN) for the management and operation of community and economic development programs and projects.

### **Independent Contractor**

It is understood and agreed that HARTSHORN will provide the Services under this Agreement as an independent contractor and that during the performance of the Services under this Agreement, neither HARTSHORN nor any of its employees, agents or representatives will be considered an employee of the City within the meaning or application of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. Neither HARTSHORN nor any of its employees, agents or representatives shall be entitled to any benefits that may be afforded from time to time to the City's employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the City shall not be responsible for withholding or paying any taxes or social security for or on behalf of HARTSHORN or any of its employees, agents or representatives. HARTSHORN shall be fully responsible for any such withholding or payment of taxes or social security for HARTSHORN and any of its employees, agents or representatives.

### **Liability Insurance**

HARTSHORN agrees to maintain general auto liability insurance and an umbrella coverage of one million dollars (\$1,000,000.00) throughout the term of this Agreement in such a form and manner as to provide coverage for any and all claims that may be made against HARTSHORN during performance of the Services.

### **Due Diligence**

HARTSHORN agrees to proceed with performance of the Services with due diligence and complete the Services in a timely manner as provided herein unless completion is delayed by a cause set forth in the specifications and for which timely completion would be excused.

### **Contract Period**

It has been agreed upon by both parties that this contract will be for a two month (2) term with the opportunity to discuss further working arrangements at the end of the contract period and to extend contact. The start date for this contract is March 10, 2022.

### **Termination Agreement**

After May 10, 2022, it has been agreed upon by both parties that the contract can be terminated at any time without penalty by providing ten (10) day written notice to the other party. Both parties may mutually agree to early termination in writing without penalty.

### **Non-Performance and Remedy**

HARTSHORN agrees that the City must have services for operating the Economic Development Authority (EDA) including its projects and programs as noted within this contract and primarily identified within Duties, Tasks & Responsibilities (attached hereto).

Should HARTSHORN not perform the services described herein the City shall provide HARTSHORN a written notice as to performance deficiency (ies). HARTSHORN shall have five (5) calendar days to respond to the City with a plan to remedy the issue(s) within ten (10) calendar days. If HARTSHORN



does not reply to City within the time allowed and/or present a plan that will reasonably address the non-performance the City may, at its option, terminate this Agreement without penalty.

#### **Professional Fees**

It has been agreed upon by both parties that the rate paid to HARTSHORN by City of Windom will be \$9,300 (Nine thousand – three hundred dollars and no/100) per month. HARTSHORN agrees to invoice the City of Windom monthly showing the hours worked and a description of duties accomplished. Said invoice shall be due on or before the 1st of each month starting in April 2022. City of Windom agrees to pay HARTSHORN within 15 days of receipt of the invoice.

#### **Office Space & Equipment**

City will provide reasonable office space at City Hall (444 9<sup>th</sup> Street) and use of City equipment (including incidentals such as ink, paper, and office supplies) and City issued cell phone required for HARTSHORN to undertake the duties, tasks and responsibilities identified herein. City will be responsible for replacement, repair or upgrades to said equipment unless property has been damaged by HARTSHORN. HARTSHORN has the option to rent said office space and equipment for a sum of \$300.00 (three hundred dollars) per month. Rent for office space and equipment will be paid monthly by HARTSHORN to the City within ten (10) days after the end of each monthly rental period.

#### **Vehicle - Mileage**

HARTSHORN shall furnish his own vehicle and shall be reimbursed by the City of Windom the 2022 IRS mileage rate for work related trips, but not to include mileage to/from place of residency to Windom. Mileage incurred as part of duties as described herein shall be itemized (Location, purpose and mileage driven) by HARTSHORN and invoiced to the City of Windom once a month at the same time as professional fees.

#### **Time Worked**

These duties shown herein will be primarily performed on weekly basis as needed and will not be restricted to normal business hours, but will be performed and accomplished on a varied schedule, as determined by HARTSHORN for the purpose of optimum proficiency and management.

HARTSHORN agrees that a minimum of forty (40) hours of documented work will be provided to the City each calendar week. A minimum of twenty-four (24) hours of this work per calendar week will occur during regular Windom City Hall hours (8:00 a.m. to 5:00 p.m. Monday – Friday) on location unless HARTSHORN gives at least a week notice of fewer hours on location. HARTSHORN agrees that the work to be completed may require additional hours over 40 per week, however, any increase in time worked in excess of 40 hours per week that may be billed to the City shall be approved in advance by the City Administrator or his/her representative. HARTSHORN agrees to attend Windom EDA meetings as may be scheduled and City Council meetings as may be requested by the Windom City Administrator.

#### **Duties, Tasks & Responsibilities**

It has been agreed upon by both parties that HARTSHORN will perform the following list of duties, tasks and responsibilities on the behalf of the City of Windom as stated in Attachment A, as reasonably requested by the City Administrator and/or his/her representative or apparent to HARTSHORN for the management and operation of community and economic development programs and projects.

#### **Contact Notifications:**

Correspondence between the parties for written notifications pursuant to this contract may be delivered by ordinary, first-class mail service by the US Postal Service. Addresses of the parties are as follows:

**City of Windom**  
City Administrator's Office  
444 9<sup>th</sup> Street, PO Box 38  
Windom, MN 56101

**HARTSHORN**  
Jim HARTSHORN, Independent Contractor  
17128 Hannibal Court  
Lakeville, MN 55044

Accepted by:

\_\_\_\_\_  
Steve Nasby, City Administrator      DATE  
City of Windom, Minnesota

 3/07/22  
\_\_\_\_\_  
Jim HARTSHORN, Independent Contractor      DATE



**Attachment A**  
**CITY OF WINDOM**

**JOB DESCRIPTION**

(1/8/16)

**Job Title:** Executive Director  
**Department:** Economic Development Authority of Windom  
**Supervisor:** Administrative – City Administrator & Assistant City Administrator, Policy – EDA Board & City Council  
**Grade:** 21  
**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; performs related duties as required.

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

Supervision Exercised: Exercises general and technical supervision over administrative assistant, contractors and/or volunteers, as required.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The listed examples may 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.

Makes arrangements for purchase, sale, and encumbering of land for economic 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 planning.

Acts as a liaison with business partners, such as developers, city 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.

**Job Title: Executive Director (Economic Development Authority of Windom)**

**Page 2**

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

Prepares or assists in the preparation of all required 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.

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

Coordinates volunteers who assist with development activities.

Supervises the 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.

Under the direction of the Authority, 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 Authority.

Promotes an awareness and involvement within the community concerning economic development.

Prepares and administers annual department budget.

Approves 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 City website.

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



**KNOWLEDGE, SKILLS, ABILITIES**

Working knowledge of real estate, finance, marketing, and related areas.

Working knowledge of industrial, residential, and commercial property development.

Working knowledge of government processes, services, planning, and economic research.

Working knowledge of laws, rules and regulations related to development and finance.

Ability to plan, direct, and coordinate development activities, including interaction with affected city departments.

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

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

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

Ability to supervise staff, coordinate volunteers, and oversee contractors.

**MINIMUM QUALIFICATIONS**

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

**DESIRABLE QUALIFICATIONS**

Five to seven years of experience in municipal economic development.

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.

## ACTION ITEM



**CITY OF WINDOM**

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Mayor Dominic Jones  
**DATE:** March 11, 2022  
**RE:** Mayor Appointment to the Park & Recreation Commission  
**DEPT:** Mayor/Council  
**CONTACT:** Mayor Dominic Jones

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### Recommendations/Options/Action Requested

Recommendation from the Mayor to the City Council for approval of the following appointment to the Park and Recreation Commission.

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### Issue Summary/Background

| <b>Park &amp; Recreation Commission</b> | <b>Term Expires</b> |
|-----------------------------------------|---------------------|
| Bryan Joyce                             | 12/31/24            |

### Fiscal Impact

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None.

### Attachments

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None.