

**Council Meeting
Tuesday, April 4, 2023
City Council Chamber
6:30 p.m.
AGENDA**



Call to Order

Pledge of Allegiance

1. Consent Agenda

- Minutes
 - Council Minutes– March 21, 2023
 - Utility Commission – March 29, 2023
- License Applications
 - Temporary Liquor License – Lions Club – May 6th
 - Exempt Gambling Permit- BARC – May 16th
- Regular Bills

2. Department Heads

3. Public Hearing – Proposed Vacation of Utility Easements – Lot 5, Block 2 of Windom Ind Park Subd

4. Resolution Accepting Donation – Fire Department – Windom United Services

5. Renewable Energy Credit Management and Administration Contract with WAPA

6. Legal Services Agreement – Jackson County Attorney's Office

7. Personnel Committee Recommendations

- City Office Summer Hours
- Full Time Office Administrative Assistant

8. New Business

9. Old Business

- 2023 Arena Horse Show and Events Update
- Urban Deer Hunt Discussion Questions

10. Council Comments

11. Adjourn



**Regular Council Meeting
City Hall, Council Chamber
March 21, 2023
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones.

2. Roll Call:

Council Present: Mayor Dominic Jones, Dennis Esplan, Marv Grunig, James Nelson and Scott Benson

Council Absent: Jenny Quade

City Staff Present: Steve Nasby, City Administrator; Andy Spielman, Building Official; Tim Hogan, Recreation Director; Jon Ketzenberg, Streets & Parks Superintendent; Tim Snyder, Community Center Director; and Scott Peterson, Police Chief

3. Pledge of Allegiance

4. Addition to the Agenda:

Consensus of the City Council to add a Personnel item to the agenda for the Community Center.

5. Consent Agenda:

- Minutes
 - Council Minutes – March 7, 2023
 - Utility Commission – March 3, 2023
 - Housing & Redevelopment Authority – March 8, 2023
 - Parks & Recreation Commission – March 8, 2023
 - Community Center Commission – March 13, 2023
 - Economic Development Authority – March 13, 2023
 - Planning Commission – March 14, 2023 and February 28, 2023 Meeting Notes
 - Library Board – March 14, 2023
- License Application
 - Soleta – Amplification Permit for Fairgrounds – North Commercial Building
- Regular Bills

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

6. Department Heads:

Andy Spielman, Building Official, said that the Planning Commission has been continuing their work on the land use code review and revisions. The previous code was adopted in 2003 and sections 151 and 152 are being reviewed. The City hired a consultant for their expertise in land use planning and to serve as an independent viewpoint. He anticipates in May 2023 the Planning Commission will have their final review and recommendation to the City Council. Staff is planning for advertisements to inform the public and a public hearing to be held by the City Council in June. Spielman also noted he and Nasby have been working with SEH, Inc. on a review of the Perkins Creek floodway/floodplain modeling. The flood maps were updated by FEMA in 2019 using more accurate LIDAR data but no modeling was done for Perkins Creek or the Des Moines River. The river is now being modeled by

the US Army Corps of Engineers in conjunction with the MN DNR, but their grant did not cover Perkins Creek so that is why the City stepped in to have that modeling done as well. Preliminary data do show some areas of improvement, lessening the floodway/floodplain but a lot of the creek is impacted by the river confluence and that data has yet to be done by the US Army Corps of Engineers. Staff will update the Council as this project nears its completion.

Tim Snyder, Community Center Director, said that the Center is busy with a number of activities booked including a Bank Midwest event on March 22, MN Association of Townships on March 23, Ducks Unlimited on April 1, Lions Palm Sunday event on April 2nd and on April 8th the Community Center is hosting an indoor garage sale.

7. Planning Commission Recommendation – Minor Subdivision – 745 & 765 Second Avenue:
Spielman said the Planning Commission is recommending approval of a minor subdivision for property located at 745 & 765 Second Avenue, these are the Duffy's property and old gas station that was recently demolished. The minor subdivision is being requested for a new commercial building to be constructed on the former gas station site. This minor subdivision will remove property from the Duffy's lot and add it onto 765 Second Avenue. Spielman reviewed the maps of the properties.

Motion by Esplan second by Benson to approve the minor subdivision from properties at 745 & 765 Second Avenue as recommended by the Planning Commission. Motion carried 4 – 0.

8. Parks & Recreation Comm. Recommendation – Removal/Relocation of Dump Station at Island Park:
Jones asked the Council to consider referring this back to the Commission with input from the Utility Commission as the City Council does not have enough information to decide on a camper dump.

Tim Hogan, Recreation Director, and Jon Ketzenberg, Streets & Parks Superintendent, said the Commission is recommending that the camper dump station be moved or eliminated to enable the Windom Baseball Association to improve their facilities and to get the dump away from the concession area. The Commission did not make any recommendations on other possible locations or have funds budgeted for the project.

Nelson asked if they had discussed any locations or if a campground had been brought up. Hogan said the Commission did not have a suggested site for the dump and has talked about a campground, but nothing in the short-term. Island Park is not an option as the dump station would be an improvement and thus make the existing campground non-compliant and it is also in a floodplain.

Benson said he think the need exists for a dump station, but the City also needs to make sure users are paying the fee. Ketzenberg said the City took in \$462 last year during the six months it was open, and the payment is on the honor system and there have been users not paying and some money stolen from the pay box.

Grunig said he sees the need for the dump station as long as there is a campground, but did not know if it were needed for travelers passing through town. Hogan said the campground use is currently for temporary stays like a wedding, reunion or Riverfest but not as a seasonal camping facility.

Jones asked about horse show campers. Hogan said those at the Arena are mostly livestock trailers without a need for camping, but the campers they do have usually use the bathrooms and showers in the Arena and do not have a need for the dump station.

Motion by Esplan second by Grunig to refer this matter back to the Parks & Recreation Commission with input from the Utility Commission. Motion carried 4 – 0.

9. Urban Deer Hunt Discussion:

Nasby said the City Council had raise the idea of having an in-town archery deer hunt due to the large populations of deer. In the Council packet is information from the City of Blue Earth on their program, forms and guidelines. He said the two locations staff had discussed were Mayflower Park and the former landfill site due to their being situated away from a lot of housing and the ability to provide a buffer. He reviewed the information from the City of Blue Earth and the maps of the potential sites within town. Nasby said that the City's Code allows for a special event at the discretion of the Police Chief for archery in City limits and they have volunteered to organize and manage the archery hunt if one were approved by the Council. He noted there is also a process with the MN DNR to gain permission for the hunt with an application due in April 2023.

Grunig asked about the wellfield area on River Road across from the school entrance. Nasby replied that he and the Police Chief looked at that area, but due to the proximity of the more heavily traveled road, nearby homes and smaller size for safety buffers they had not included it in the initial proposals but they were going to visit the site when the weather better and site dries out to see if there are possible spots to include for a potential archery hunt.

Jones said he counted 32 deer on his way to the meeting tonight. He asked if private property could be included in the special archery hunt. Nasby said he did not know about private property but would ask the DNR.

Grunig said that the issue with the large number of deer in town was discussed with the DNR three years ago, which he raised as he counted 140 deer. Now a resident has said there are 300 deer they have counted. A special hunt would have only limited impact with herd numbers this high. Nasby said the Earn-a-buck program is three deer per hunter with two does and then one buck.

Benson said he would also like to look at other ways to get deer out of town like flash-bang devices.

Esplan said he sees the most deer along the River and River Road.

Benson said we need to start somewhere so he would support a special deer hunt.

Motion by Benson second by Grunig to make an application to the MN DNR for a Special Deer Hunt for 2023. Motion carried 4 – 0.

10. Personnel:

Grunig said the Personnel Committee had discussed the addition of a Sergeant position with the Police Chief to assist with evening supervision. The Committee is recommending the Council approve the internal position and the Exhibit negotiated with Law Enforcement Labor Services, Inc.

Motion by Grunig second by Nelson to approve Exhibit F creating a Sergeant position within the Windom Police Department. Motion carried 4 – 0.

Tim Snyder, Community Center Director, said they had been advertising for a part-time maintenance position for several months. He is recommending the hiring of Marti Robbins for the part-time, union maintenance position at Step 6 with advancement to the next step upon the completion of the six-month probation period. Snyder noted that they are also advertising for a full-time maintenance position as Mr. Berger resigned effective April 1st as he is moving out of town.

Motion by Nelson second by Benson to approve the hiring of Marti Robbins for the part-time Community Center maintenance position at Step 6 with advancement to the next step upon the completion of the six-month probation period. Motion carried 4 – 0.

Preliminary

11. New Business:

None.

12. Old Business:

Jones asked about the development for a promotional brochure for horseshows and a promotions committee. Hogan said that a few people met following the user group meeting and the horse people were going to be doing outreach to other clubs and events to promote Windom. There was a facebook page created and a brochure is nearly completed. He is attending the MN Horse Expo as well. Jones encouraged Hogan to follow-up with the user groups and have them help out in getting out the advertising and promotional materials.

13. Council Comments:

Benson thanked the Street Department for their work and noted the crew is working to fill potholes. The situation is bad this year and they are doing what they can weather permitting.

Nasby said that the Windom Area School District had also commended the Street Department for their efforts in plowing the streets this year in spite of the snowy weather.

14. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 7:36 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

UTILITY COMMISSION MINUTES
Council Chambers
March 29, 2023

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 AM

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Tom Riordan and Glen Francis
Member Absent: None
City Council Liaison: Marv Grunig
Staff Present: Jason Sykora, Electric Superintendent; Ryan Anderson, Water/Wastewater Superintendent; Leesa Arndt, Utility Billing/Analyst; Steve Nasby, City Administrator; and Jon Ketzenberg, Street Superintendent

APPROVE MINUTES

Motion by Riordan second by Francis to approve the March 3, 2023 Minutes. Motion carried 3 – 0.

ELECTRIC ITEMS

Distributed Energy Report

Sykora reviewed the annual cogeneration report. The City of Windom purchased an excess of 2,993 kWh from the solar customer in the amount of \$236.43.

Distributed Energy 2023 Rate Schedule

Sykora presented the 2023 Distributed Rate Schedule. The proposed buyback rate that any distributed generation solar customer would be paid back is \$0.074 per kWh.

Motion by Riordan second by Francis to approve the Distributed Energy Report and the Distributed Energy Rate Schedule. Motion carried 3 – 0.

WAPA Renewable Energy Credits

Nasby explained that Minnesota legislature has changed renewable energy standards, and now Windom's large hydro energy contracts can qualify towards the needed Renewable Energy Credits (RECs). Staff is recommending CMPAS manage the WAPA RECs in the Midwest Renewable Energy Tracking System (M-RETS) and benefit the City of Windom and CMPAS partners. There is no fee for CMPAS to manage the RECs. CMPAS will apply excess RECs to those who need it as they can be traded, not sold. As legislation moves to a more carbon-free footprint, the RECs are projected to increase in value. RECs are credited annually and have a 4-year shelf life.

Motion by Riordan second by Francis to recommend approval to the City Council of the contract between the City of Windom and WAPA to the City Council allowing CMPAS to manage and administer WAPA RECs within the M-RETS system. Motion carried 3 – 0.

Truck Shed Design and Specifications

Sykora explained that DGR Engineers were joining virtually to answer and questions on the Electric Department Truck Shed Project. He noted that the decision was to go forward with conventional wood frame construction to manage wind load and allow proper weight distribution for all the garage door openings on the East side of the building. Sykora said more trusses will be needed, but there will be cost savings as sub-framing will be eliminated. The truck shed will have connections to other parts of the electric plant which would require fire walls.

Schwalbach questioned the wall framing. Engineers confirmed it will be 2x8 studs. The various walls will have certain requirements to meet, including a 3-hour fire wall between the truck shed and generation plant and model energy code. Schwalbach also asked about the plumbing and vapor vents and their placement. He was concerned of placing venting through the steel roof and was potential snow sheer. The preliminary drawings did not show their location. The Commission agreed to add a building alternate for a standing seam roofing. The roof will be sheeted prior to the roofing being placed, allowing this to be an option. The standing seam reduces the potential for leaks. The final item questioned was the drainage in the floors. Sykora will address the concerns with the engineers and verify that the city's needs are met in the updated set of specifications that are available. Once approved, the City Building Inspector will do a thorough review.

Commission consensus was to approve the plans with the discussed changes and adding the roofing construction alternate. The project will be advertised for bids starting March 31st. The bid opening will be early May, allowing more time for contractors to bid the project.

Mini Excavator Quotes

Sykora sought quotes for a slightly smaller mini-excavator. The Bobcat equipment came in at a lower price than the Ditch Witch machine. Sykora also was quoted a compactor price as the current one was not made for either machine. He also stated that the current E26 excavator does not meet department needs and researched the trade-in value/bid-site options. Staff deemed the values comparable. Sykora added that the mini-excavator will be available to other departments to use on small projects.

Motion by Riordan second by Schwalbach to approve the purchase of the E35 Bobcat Compact Excavator, Compactor attachment, and trade-in of the E26 Bobcat Excavator. Motion carried 2 – 0 (Francis abstained).

Dump Trailer Quotes

Sykora explained that the department has been seeking a dump trailer to replace the 1979 Ditch Witch trailer. GDF provided a quote for a 14-foot trailer with stored ramps, pallet fork holders, side door, and will be able to haul the departments equipment.

Motion by Riordan second by Schwalbach to approve the purchase of the Midsota HV-14 Dump Trailer. Motion carried 2 – 0 (Francis abstained).

Sykora added that the old trailer will be sold.

Other Electrical Items

Sykora said staff has been working on removing the hardware off of the 6th Street electric poles.

WATER/WASTEWATER ITEMS

MPCA Compliance Review Report

Anderson said the MPCA Compliance Report looks at the Wastewater Treatment Plant facility, discharge reports, and treatment types. The report has deemed the plant complaint. Noted items in the report are updating names of current staff, the discharge leak at Rolling Green lift station (the MPCA representative was on-site during this event), and a misinterpretation of the effluent number treatment phase. Anderson has spoken with the compliance officer.

Rolling Green Force Main Discussion

Anderson provided diagrams of bored lines along 6th Street that would repair the sewer line that is currently being bypassed. He would like to move the line diagonally North and eliminate the air-break manhole if feasible. An engineer's estimate was received for two segments on either side of the Des Moines River crossing. Commission requested clarification for line size requirements (4" or 6"), length clarification with proposing the new line angle towards the river, potential replacement of the line underneath the river, and if the main can be replaced all at once via boring.

Other Water/Wastewater Items

Anderson said staff had to dig a water shut off on 10th Street due to an old shut off box located directly above the current water line. In disconnecting, staff struck the water line and had to have it repaired prior to the impending storm.

REGULAR BILLS

Motion by Riordan second by Francis to approve the Regular bills as presented. Motion carried 3 – 0.

OLD BUSINESS

Solar Energy Discussion

Sykora has received updated purchase pricing for the proposed CMPAS solar field. The new proposed rate is significantly lower than their prior proposal. Sykora expressed that the city is not interested in owning the solar field, but entertain purchasing power at the lower rate. Noted benefits include zero escalation of costs to purchase power for the 25-year duration of a PPA, increased RECs, and solar energy will help lower peak energy costs. The best-chosen location for Windom would also have no transmission costs, provide up to 8,016 MWH/year and the city would benefit from property tax income. Sykora will be listening in on another conference call and will provide updates at a future meeting.

NEW BUSINESS

Anderson and Jon Ketzenberg, Street Superintendent, told the Commission that the Park and Recreation Commission would like input on relocating the camper dump station that is currently located at Island Park. The Baseball Association would like to make improvements to the baseball field area and the dump station is located by the field entrance. The dump station cannot be relocated within Island Park due to the flood plain and campground improvement requirements needed by Brown Nicollet Environmental Health. The Park and Recreation

Commission have proposed four locations. These locations have the needed space and turn around area for campers. The Utility Commission discussed locations and proposed additional areas with existing infrastructure to assist with the unbudgeted item. Ketzenberg will bring the input to the Park and Recreation Commission.

The next regular meeting was set for April 26 at 10:00 in the City Council Chambers. Nasby noted a special meeting will be called mid-May accepting the Electric Department Truck Shed Project bids.

ADJOURN

Schwalbach adjourned the meeting at 12:27 pm.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization <u>Widom Lions Club</u>		Date of organization <u>3-22-23</u>	Tax exempt number <u>23-7219238</u>
Organization Address (No PO Boxes) <u>PO box 72</u>	City <u>Widom</u>	State <u>MN</u>	Zip Code <u>56101</u>
Name of person making application <u>Ben Petersen</u>		Business phone <u>822-3353</u>	Home phone <u></u>
Date(s) of event <u>May 6th 2023</u>	Type of organization ☐ Microdistillery ☐ Small Brewer ☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name <u>Ben Petersen</u>	City <u>Widom</u>	State <u>MN</u>	Zip Code <u></u>
Organization officer's name <u>Dustin Thom</u>	City <u>Widom</u>	State <u>MN</u>	Zip Code <u></u>
Organization officer's name <u></u>	City <u></u>	State <u>MN</u>	Zip Code <u></u>

Location where permit will be used. If an outdoor area, describe.

City Arena

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license <u></u>	Date Approved <u></u>
Fee Amount <u></u>	Permit Date <u></u>
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address <u></u>
Current population of city <u></u>	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Business, Arts and Recreation Center, Inc.

Previous Gambling Permit Number: X- 94904-22-009

Minnesota Tax ID Number, if any: 622046

Federal Employer ID Number (FEIN), if any: 41-2022824

Mailing Address: PO Box 123

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

Name of Chief Executive Officer (CEO): ASHLEY JOHNSON

CEO Daytime Phone: 507-822-0764 CEO Email: ashley@engagedhomecare.com

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

Email permit to (if other than the CEO): barc.ed@windomnet.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☐ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Business, Arts and Recreation Center, Inc. (BARC)

Physical Address (do not use P.O. box): 1012 5th Avenue

Check one:

☒ City: Windom

Zip: 56101

County: Cottonwood

☐ Township: _____

Zip: _____

County: _____

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

May 16, 2023

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

☒ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☐ Raffle

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

LG220 Application for Exempt Permit**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

**COUNTY APPROVAL
for a gambling premises
located in a township**

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Ashley Johnson Date: 3/29/23
(Signature must be CEO's signature; designee may not sign)

Print Name: ASHLEY JOHNSON**REQUIREMENTS****Complete a separate application for:**

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

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

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

Questions?

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

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

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

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

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

An equal opportunity employer



Windom, MN

Expense Approval Report

By Fund

Payment Dates 3/18/2023 - 3/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41110 - Mayor & Council					
CONVENT. & VISITOR BUREAU	MARCH 2023	03/27/2023	LODGING TAX/RED CARPET IN	100-41110-491	391.87
CONVENT. & VISITOR BUREAU	MARCH 2023	03/27/2023	LODGING TAX/AMERICINN	100-41110-491	2,810.82
Activity 41110 - Mayor & Council Total:					3,202.69
Activity: 41310 - Administration					
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	100-41310-133	216.00
INDOFF, INC	3635240	03/13/2023	CITY HALL/SUPPLIES	100-41310-200	1.77
Activity 41310 - Administration Total:					217.77
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	100-41910-133	72.00
AMAZON CAPITAL SERVICES, I	1QKJ-J6FJ-19FR	03/14/2023	B&Z/EDA/SUPPLIES	100-41910-200	85.00
INDOFF, INC	3637695	03/22/2023	B&Z/SUPPLIES	100-41910-200	36.95
SEH	442626	03/09/2023	PERKINS CREEK FLOOD STUDY	100-41910-303	4,012.40
FREEDOM SECURITY & SURVE	1121	03/17/2023	MAINTENANCE - OFFICE	100-41910-404	85.42
Activity 41910 - Building & Zoning Total:					4,291.77
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	100-41940-383	1,255.32
Activity 41940 - City Hall Total:					1,255.32
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	100-42120-133	528.00
INDOFF, INC	3636220	03/16/2023	POLICE/SUPPLIES	100-42120-200	56.18
WINDOM AREA HEALTH	317286641	03/16/2023	POLICE/MEDICAL FEES	100-42120-305	65.00
AT & T MOBILITY	287293102788X03032023	03/16/2023	POLICE/TELEPHONE	100-42120-321	693.31
ALPHA WIRELESS - MANKATO	19735	03/16/2023	POLICE/RADIO UNITS	100-42120-323	108.00
LEASE FINANCE PARTNERS	03-20-23	03/27/2023	POLICE/DATA PROCESSING	100-42120-326	398.00
LANGUAGE LINE SERVICES, IN	10954584	03/16/2023	POLICE/INTERPRETATION FEE	100-42120-327	6.15
LOUIS NORELL	3-5-23 - 3-10-23	03/27/2023	POLICE/TRAVEL/MEALS/LODG	100-42120-331	49.00
LOUIS NORELL	3-5-23 - 3-10-23	03/27/2023	POLICE/TRAVEL/MEALS/LODG	100-42120-334	817.90
LOUIS NORELL	3-5-23 - 3-10-23	03/27/2023	POLICE/TRAVEL/MEALS/LODG	100-42120-334	169.95
NORTHWINDS PET RESORT, LL	bjrAMj-2728	03/16/2023	POLICE/BRUNO BOARDING 2-	100-42120-334	336.00
SUNSET LAW ENFORCEMENT,	0007693-IN	03/27/2023	POLICE/MAINTENANCE - OFFI	100-42120-404	855.40
AMAZON CAPITAL SERVICES, I	1D4V-3J94-4K9M	03/21/2023	POLICE/MAINTENANCE - OFFI	100-42120-404	119.99
PAUL MARSH	27226	03/16/2023	POLICE/MAINTENANCE - VEHI	100-42120-405	91.50
SCB PUBLIC FINANCE	04-14-2023	03/14/2023	POLICE/VEHICLE LEASE	100-42120-419	1,054.07
FLEET SERVICES DIVISION	2023080001	03/21/2023	POLICE/VEHICLE LEASE	100-42120-419	1,741.21
Activity 42120 - Crime Control Total:					7,089.66
Activity: 42220 - Fire Fighting					
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	100-42220-383	960.82
PAUL MARSH	27243	03/16/2023	FIRE/MAINTENANCE - VEHICL	100-42220-405	192.33
INDOFF, INC	3636221	03/21/2023	FIRE/MISC	100-42220-480	49.99
Activity 42220 - Fire Fighting Total:					1,203.14
Activity: 43100 - Streets					
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	100-43100-133	240.00
UNIQUE PAVING MATERIALS C	72454	03/14/2023	STREET/STREET MAINTENANC	100-43100-224	1,029.60
UNIQUE PAVING MATERIALS C	72724	03/27/2023	STREET/STREET MAINTENANC	100-43100-224	1,983.96
MATTHEW L MASTERS	DEC 22 - FEB 23	03/16/2023	STREET/SNOW REMOVAL 12-	100-43100-224	2,990.00
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	100-43100-383	1,228.96
NCI - NORTH CENTRAL INT'L I	567869	03/14/2023	STREET/CAB MOUNT/MAINT	100-43100-404	108.60
Activity 43100 - Streets Total:					7,581.12
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	100-45202-133	48.00

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FREEDOM SECURITY & SURVE	1121	03/17/2023	REPAIR & MAINTENANCE - OF	100-45202-404	28.49
Activity 45202 - Park Areas Total:					76.49
Fund 100 - GENERAL Total:					24,917.96

Fund: 211 - LIBRARY**Activity: 45501 - Library**

NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	211-45501-133	48.00
INDOFF, INC	3635239	03/14/2023	LIBRARY/SUPPLIES	211-45501-200	11.27
DEMCO	7273570	03/14/2023	LIBRARY/SUPPLIES	211-45501-200	79.80
PLUM CREEK LIBRARY	IV25961	03/27/2023	LIBRARY/SUPPLIES	211-45501-200	537.50
PLUM CREEK LIBRARY	IV26018	03/27/2023	LIBRARY/SUPPLIES	211-45501-200	285.35
PLUM CREEK LIBRARY	IV25978	03/27/2023	LIBRARY/PRINTING	211-45501-350	375.00
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	211-45501-383	805.41
FREEDOM SECURITY & SURVE	1121	03/17/2023	MAINTENANCE - OFFICE	211-45501-402	28.47
Activity 45501 - Library Total:					2,170.80
Fund 211 - LIBRARY Total:					2,170.80

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

BEST OIL COMPANY	75688	03/14/2023	AIRPORT/AVGAS	225-45127-264	15,515.75
SOUTHWEST MN BROADBAN	3-15-2023	03/20/2023	AIRPORT/TELEPHONE	225-45127-321	27.41
SOUTH CENTRAL ELECTRIC	02-01-23 - 02-28-23	03/28/2023	AIRPORT/ELECTRIC	225-45127-381	413.98
SOUTH CENTRAL ELECTRIC	02-01-23 - 02-28-23	03/28/2023	AIRPORT/ELECTRIC	225-45127-381	1,170.00
MN POLLUTION CONTROL AG	10000156270	03/14/2023	AIRPORT/MAINTENANCE - GR	225-45127-406	400.00
Activity 45127 - Airport Total:					17,527.14
Fund 225 - AIRPORT Total:					17,527.14

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

MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	230-45124-383	63.88
FREEDOM SECURITY & SURVE	1121	03/17/2023	MAINTENANCE - OFFICE	230-45124-404	28.47
Activity 45124 - Pool Total:					92.35
Fund 230 - POOL Total:					92.35

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

NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	235-42153-133	48.00
AMAZON CAPITAL SERVICES, I	17CT-F1W7-C471	03/20/2023	AMBO/OPERATING SUPPLIES	235-42153-217	49.77
BOUND TREE MEDICAL, LLC	84886113	03/16/2023	AMBO/OPERATING SUPPLIES	235-42153-217	516.62
AMAZON CAPITAL SERVICES, I	17CT-F1W7-C471	03/20/2023	AMBO/UNIFORMS	235-42153-218	30.64
LINDE GAS & EQUIPMENT INC	34518180	03/14/2023	AMBO/MERCHANDISE-MEDIC	235-42153-261	599.33
EXPERT BILLING LLC	11064	03/02/2023	AMBO/IAN RUN SHEETS	235-42153-312	2,465.00
EXPERT BILLING LLC	11135	03/16/2023	AMBO/76 RUNS/DATA PROCE	235-42153-326	2,204.00
JUSTIN HARRINGTON	3-12-23	03/20/2023	AMBO/MEALS	235-42153-334	37.45
LONDON JOHNSON	3-13-23	03/20/2023	AMBO/MEALS	235-42153-334	30.06
JIM AXFORD	3-13-23	03/20/2023	AMBO/MEALS	235-42153-334	13.05
KRISTEN PORATH	3-17-23	03/20/2023	AMBO/MEALS	235-42153-334	94.68
DAN MESNER	3-18-23 - 3-19-23	03/20/2023	AMBO/MEALS	235-42153-334	74.55
TIM HACKER	3-7-23 - 3-17-23	03/20/2023	AMBO/MEALS	235-42153-334	56.93
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	235-42153-383	640.55
SIRIUS XM RADIO INC	X7-1687149221	03/21/2023	AMBO/MAINTENANCE - VEHI	235-42153-405	20.29
JUSTIN HARRINGTON	3-20-23	03/28/2023	AMBO/BOOKS/PAMPHLETS/R	235-42153-435	25.00
Activity 42153 - Ambulance Total:					6,905.92
Fund 235 - AMBULANCE Total:					6,905.92

Fund: 250 - EDA GENERAL**Activity: 46520 - EDA**

NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	250-46520-133	24.00
AMAZON CAPITAL SERVICES, I	1QKU-J6FJ-19FR	03/14/2023	B&Z/EDA/SUPPLIES	250-46520-200	169.99
INDOFF, INC	3637695	03/22/2023	EDA/SUPPLIES	250-46520-200	36.95
EDAM	2023-11328	03/20/2023	EDA/DUES	250-46520-433	320.00

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STEVEN G JOERGER	SDR #23-02	03/21/2023	GROCERY STORE STUDY	250-46520-439	5,500.00
Activity 46520 - EDA Total:					6,050.94
Fund 250 - EDA GENERAL Total:					6,050.94
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
SOUTH CENTRAL ELECTRIC	02-01-23 - 02-28-23	03/28/2023	AIRPORT/ELECTRIC	254-46520-381	142.85
MATTHEW L MASTERS	JAN - FEB 2023	03/16/2023	EDA/CLEANING MAIL BOXES/	254-46520-406	80.00
EHLERS & ASSOC., INC.	93679	03/16/2023	ARBITRAGE/SERIES 2013B	254-46520-480	667.00
Activity 46520 - EDA Total:					889.85
Fund 254 - NORTH IND PARK Total:					889.85
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
DGR ENGINEERING	00259186	03/20/2023	CUL-DE-SAC PROJECT	401-49950-503	2,724.00
Activity 49950 - Capital Outlay Total:					2,724.00
Fund 401 - GENERAL CAPITAL PROJECTS Total:					2,724.00
Fund: 406 - PIR					
Activity: 41000 - General Government					
EHLERS & ASSOC., INC.	93670	03/16/2023	ARBITRAGE/SERIES 2013B	406-41000-480	1,333.00
Activity 41000 - General Government Total:					1,333.00
Fund 406 - PIR Total:					1,333.00
Fund: 601 - WATER					
Activity: 49400 - Water					
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	601-49400-133	144.00
JOHNSON HARDWARE	14425	03/28/2023	WATER/SMALL TOOLS	601-49400-241	4.95
MN VALLEY TESTING	1188195	03/13/2023	WATER/LAB TESTING	601-49400-310	85.80
MN VALLEY TESTING	1188382	03/13/2023	WATER/LAB TESTING	601-49400-310	16.72
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	POSTAGE	601-49400-322	242.77
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	601-49400-326	876.77
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	PROCESSING	601-49400-326	162.72
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	INSERTS	601-49400-350	16.50
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	601-49400-383	845.42
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	601-49400-383	33.09
STANTEC CONSULTING SERVIC	165347	03/29/2023	WATER/LANDFILL CONSULTAN	601-49400-386	1,985.50
SCOTT VEENKER	29536	03/28/2023	WATER/MAINTENANCE - DIST	601-49400-408	1,290.00
Activity 49400 - Water Total:					6,221.74
Fund 601 - WATER Total:					6,221.74
Fund: 602 - SEWER					
MN VALLEY TESTING	1188138	03/09/2023	SEWER/LAB TESTING/ROLLIN	602-163300	56.32
Activity: 49450 - Sewer					56.32
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	602-49450-133	96.00
RYAN ANDERSON	FEB 1, 2023	03/28/2023	SEWER/TRAINING & REGISTR	602-49450-308	40.00
MN VALLEY TESTING	1188133	03/09/2023	SEWER/LAB TESTING	602-49450-310	170.72
MN VALLEY TESTING	1188144	03/09/2023	SEWER/LAB TESTING	602-49450-310	78.32
MN VALLEY TESTING	1188352	03/13/2023	SEWER/LAB TESTING	602-49450-310	276.32
MN VALLEY TESTING	1188607	03/13/2023	SEWER/LAB TESTING	602-49450-310	170.72
MN VALLEY TESTING	1188765	03/16/2023	SEWER/LAB TESTING	602-49450-310	105.82
MN VALLEY TESTING	1188904	03/16/2023	SEWER/LAB TESTING	602-49450-310	155.76
AMAZON CAPITAL SERVICES, I	IPQY-R CNW-3TVG	03/21/2023	SEWER/LAB TESTING	602-49450-310	46.59
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	POSTAGE	602-49450-322	242.76
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	602-49450-326	876.78
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	PROCESSING	602-49450-326	162.72
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	POSTAGE/PROCESSING/INSE	602-49450-350	16.50
SOUTH CENTRAL ELECTRIC	02-01-23 - 02-28-23	03/28/2023	AIRPORT/ELECTRIC	602-49450-381	261.53
STAPLES OIL CO	30297944331	03/21/2023	SEWER/ELECTRIC UTILITY	602-49450-381	2,977.15

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MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	602-49450-383	133.34
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	602-49450-383	4,096.13
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	602-49450-383	28.35
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	602-49450-383	23.91
NATHAN WILLIAM DYKES	12412	03/13/2023	SEWER/MAINTENANCE - DIST	602-49450-408	750.30
HD SUPPLY INC	292490	03/28/2023	SEWER/MAINTENANCE - DIST	602-49450-408	1,339.42
MN POLLUTION CONTROL AG	10000160056	03/15/2023	SEWER/LICENSE FEES	602-49450-444	5,900.00

Activity 49450 - Sewer Total: 18,466.64

Fund 602 - SEWER Total: 18,522.96

Fund: 604 - ELECTRIC

ELECTRIC FUND	# 406 RETURN	03/17/2023	EL/INVENTORY	604-141200	191.28
ELECTRIC FUND	# 407 RETURN	03/21/2023	EL/INVENTORY	604-141200	54.17
ELECTRIC FUND	# 408 RETURN	03/28/2023	EL/INVENTORY	604-141200	84.62
WESCO DISTRIBUTION, INC	178615	03/16/2023	EL/INVENTORY	604-141200	2,380.56
DAKOTA SUPPLY GROUP	5102463963.001	03/16/2023	EL/INVENTORY	604-141200	990.51
					3,701.14

Activity: 49550 - Electric

NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	604-49550-133	264.00
AMAZON CAPITAL SERVICES, I	1W49-KDP3-6M6X	03/14/2023	EL/SUPPLIES	604-49550-200	326.94
AMAZON CAPITAL SERVICES, I	1XDW-T6KY-3R4W	03/10/2023	EL/OPERATING SUPPLIES	604-49550-217	111.55
CMP - CENTRAL MUNICIPAL P	7459	03/10/2023	EL/TRANSMISSION	604-49550-263	167,284.60
CMP - CENTRAL MUNICIPAL P	7459	03/10/2023	EL/ENERGY	604-49550-263	114,391.81
DEPARTMENT OF ENERGY	BFPB000800223	03/07/2023	EL/MERCHANDISE FOR RESAL	604-49550-263	79,756.73
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	POSTAGE	604-49550-322	242.77
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	604-49550-326	1,035.00
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	604-49550-326	1,753.54
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	PROCESSING	604-49550-326	162.72
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	INSERTS	604-49550-350	16.50
MN ENERGY RESOURCES	329083 29	03/29/2023	GAS UTILITY	604-49550-383	4,678.05
US LBM OPERATING CO 3009	165823 4	03/09/2023	EL/MAINTENANCE - STRUCTU	604-49550-402	57.29
AMAZON CAPITAL SERVICES, I	1HH9-Y4FJ-MM3K	03/21/2023	EL/MAINTENANCE - OFFICE	604-49550-404	28.26
DITCH WITCH OF MN	P66462	03/27/2023	EL/MAINTENANCE - OFFICE	604-49550-404	26.26
MATTHEW L MASTERS	AM - FEB 23	03/17/2023	EL/MAINTENANCE - GROUND	604-49550-406	420.00
ELECTRIC FUND	# 711	03/28/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	82.28
ELECTRIC FUND	# 712	03/28/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	0.80
ELECTRIC FUND	# 710	03/28/2023	EL/MAINTENANCE - UTILITIES	604-49550-409	0.67
CMP - CENTRAL MUNICIPAL P	7459	03/10/2023	EL/CONSERVATION	604-49550-450	3,610.30

Activity 49550 - Electric Total: 374,250.07

Fund 604 - ELECTRIC Total: 377,951.21

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	609-49751-133	96.00
VINOPIA, INC	0325387-IN	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-251	892.63
DOLL DISTRIBUTING, LLC	:200469	03/13/2023	LIQUOR S/BEER/LIQUOR	609-49751-251	165.60
DOLL DISTRIBUTING, LLC	:202503	03/13/2023	LIQUOR S/BEER/LIQUOR	609-49751-251	54.00
DOLL DISTRIBUTING, LLC	:210154	03/28/2023	LIQUOR S/LIQUOR	609-49751-251	-146.50
JOHNSON BROS.	:253603	03/13/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	2,326.62
JOHNSON BROS.	:258269	03/17/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	3,558.79
SOUTHERN GLAZER'S OF MN	:317113	03/02/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	348.00
SOUTHERN GLAZER'S OF MN	:321804	03/13/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	8,019.74
SOUTHERN GLAZER'S OF MN	:324293	03/17/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	3,482.70
BREAKTHRU BEVERAGE MN	:48239:135	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-251	2,653.46
BREAKTHRU BEVERAGE MN	:410753495	03/28/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	-14.61
PHILLIPS WINE & SPIRITS	:5561145	03/13/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	3,110.05
PHILLIPS WINE & SPIRITS	:559853	03/17/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	992.75
SOUTHERN GLAZER'S OF MN	:477059	03/07/2023	LIQUOR S/LIQUOR	609-49751-251	-103.50
SOUTHERN GLAZER'S OF MN	:47928:1	03/07/2023	LIQUOR S/LIQUOR	609-49751-251	-312.10
DOLL DISTRIBUTING, LLC	:19829:3	03/13/2023	LIQUOR S/BEER	609-49751-252	308.00
DOLL DISTRIBUTING, LLC	:200469	03/13/2023	LIQUOR S/BEER/LIQUOR	609-49751-252	7,224.55

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOLL DISTRIBUTING, LLC	1200534	03/10/2023	LIQUOR S./BEER	609-49751-252	542.10
DOLL DISTRIBUTING, LLC	1202503	03/13/2023	LIQUOR S/BEER/LIQUOR	609-49751-252	923.60
DOLL DISTRIBUTING, LLC	1205227	03/17/2023	LIQUOR S/BEER	609-49751-252	144.75
DOLL DISTRIBUTING, LLC	1206309	03/17/2023	LIQUOR S/BEER	609-49751-252	-512.00
DOLL DISTRIBUTING, LLC	1206310	03/17/2023	LIQUOR S/BEER	609-49751-252	505.05
DOLL DISTRIBUTING, LLC	1212737	03/28/2023	LIQUOR S/BEER	609-49751-252	-294.75
DOLL DISTRIBUTING, LLC	1212747	03/28/2023	LIQUOR S/BEER	609-49751-252	-749.70
ARTISAN BEER COMPANY	3590983	03/13/2023	LIQUOR S/BEER	609-49751-252	206.10
VINOCOPIA, INC	0325387-IN	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-253	37.33
ROLLING FORKS VINEYARDS, L	1601	03/29/2023	LIQUOR S/WINE	609-49751-253	597.00
JOHNSON BROS.	2253604	03/13/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-253	550.20
JOHNSON BROS.	2258270	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-253	658.34
SOUTHERN GLAZER'S OF MN	2321806	03/13/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	180.00
BREAKTHRU BEVERAGE MN	348239135	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-253	112.00
ROUND LAKE VINEYARDS & W	3684	03/13/2023	LIQUOR S/WINE	609-49751-253	525.00
PHILLIPS WINE & SPIRITS	6559859	03/21/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	457.45
VINOCOPIA, INC	0325387-IN	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-254	120.00
PBC - PEPSI BEVERAGES COM	22313405	03/17/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	334.10
JOHNSON BROS.	2253604	03/13/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-254	74.00
JOHNSON BROS.	2258270	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-254	37.00
SOUTHERN GLAZER'S OF MN	2321805	03/13/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	26.00
SOUTHERN GLAZER'S OF MN	2324299	03/17/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	26.00
BREAKTHRU BEVERAGE MN	348239135	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-254	27.26
ATLANTIC COCA-COLA	3804555	03/02/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	282.00
ATLANTIC COCA-COLA	3843874	03/13/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	216.00
PHILLIPS WINE & SPIRITS	6556117	03/13/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	127.00
HOME CITY ICE COMPANY	6709230344	03/28/2023	LIQUOR S/ICE/FREIGHT	609-49751-257	127.48
VINOCOPIA, INC	0325387-IN	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-333	32.50
JOHNSON BROS.	2253603	03/13/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	28.62
JOHNSON BROS.	2253604	03/13/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-333	22.71
JOHNSON BROS.	2258269	03/17/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	62.26
JOHNSON BROS.	2258270	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-333	28.44
SOUTHERN GLAZER'S OF MN	2317113	03/02/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	2.05
SOUTHERN GLAZER'S OF MN	2321804	03/13/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	130.42
SOUTHERN GLAZER'S OF MN	2321805	03/13/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-333	2.05
SOUTHERN GLAZER'S OF MN	2321806	03/13/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	20.50
SOUTHERN GLAZER'S OF MN	2324298	03/17/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	67.03
SOUTHERN GLAZER'S OF MN	2324299	03/17/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-333	2.05
BREAKTHRU BEVERAGE MN	348239135	03/21/2023	LIQUOR S/MERCHANDISE/FRE	609-49751-333	51.41
BREAKTHRU BEVERAGE MN	410753695	03/28/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	-0.15
PHILLIPS WINE & SPIRITS	6556116	03/13/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	71.05
PHILLIPS WINE & SPIRITS	6556117	03/13/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-333	4.06
PHILLIPS WINE & SPIRITS	6559858	03/17/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	22.33
PHILLIPS WINE & SPIRITS	6559859	03/21/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	16.59
HOME CITY ICE COMPANY	6709230344	03/28/2023	LIQUOR S/ICE/FREIGHT	609-49751-333	5.25
SOUTHERN GLAZER'S OF MN	9477744	03/07/2023	LIQUOR S/FREIGHT	609-49751-333	-2.05
SOUTHERN GLAZER'S OF MN	9479832	03/07/2023	LIQUOR S/FREIGHT	609-49751-333	-2.05
KDOM RADIO	1-28-2023	03/02/2023	LIQUOR S/ADVERTISING	609-49751-340	875.16
WINDOM COMMUNITY CENT	202363	03/21/2023	LIQUOR S/ADVERTISING	609-49751-340	250.00
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	609-49751-383	453.47
FREEDOM SECURITY & SURVE	1121	03/17/2023	MAINTENANCE - OFFICE	609-49751-404	85.42
Activity 49751 - Liquor Store Total:					40,164.61
Fund 609 - LIQUOR STORE Total:					40,164.61

Fund: 614 - TELECOM

Activity: 49870 - Telecom

NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	614-49870-133	192.00
SOUTHWEST MN BROADBAN	03072023	03/17/2023	TELECOM/OPERATING SUPPLI	614-49870-217	625.00
POWER & TEL	7675566-01	03/17/2023	TELECOM/UTILITY SYSTEM	614-49870-227	695.93
FINLEY ENGINEERING	07-18432 1	03/29/2023	TELECOM/CONSULTING & AU	614-49870-301	902.10
INTERSTATE TRS FUND	9 OF 12	03/23/2023	ASST FOR 499-A FILLING FEE/	614-49870-304	104.16

Expense Approval Report

Payment Dates: 3/18/2023 - 3/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERSTATE TRS FUND	#9 OF 12	03/23/2023	ASST FOR 499-A FILLING FEE/	614-49870-304	257.79
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	POSTAGE	614-49870-322	242.77
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	614-49870-326	1,035.00
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	614-49870-326	1,753.54
INNOVATIVE SYSTEMS LLC	INV-08979	03/02/2023	DATA PROCESSING/MAINTEN	614-49870-326	936.25
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	PROCESSING	614-49870-326	162.72
NEUSTAR, INC.	L-0000042198	03/09/2023	TELECOM/DATA PROCESSING	614-49870-326	25.50
KDOM RADIO	23020451	03/02/2023	TELECOM/ADVERTISING	614-49870-340	100.98
INNOVATIVE SYSTEMS LLC	INV-09210	03/06/2023	INSERTS	614-49870-350	283.94
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	614-49870-383	314.44
CENTURY LINK	7242105D-D-23076	03/27/2023	CABS	614-49870-441	40.52
CONSOLIDATED COMMUNICA	03-01-23	03/17/2023	507-151-0204/0 TELECOM/SU	614-49870-442	2,886.00
AZAR COMPUTER SOFTWARE	142402	03/17/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	2,145.00
MLB NETWORK	496640	03/13/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	364.56
SHOWTIME NETWORKS INC	62674	03/13/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	164.34
ADARA TECHNOLOGIES INC	AP100223CW-53	03/17/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	11,025.00
UNIVERSAL SERVICE ADMIN C	UBDI0001351580	03/23/2023	499A CONTRIBUTION	614-49870-443	2,036.84
1623 FARNAM LLC	00007546	03/03/2023	TELECOM/INTERNET EXPENSE	614-49870-447	200.00
MANKATO NETWORKS, LLC	389828	03/17/2023	TELECOM/INTERNET EXPENSE	614-49870-447	1,235.00
MANKATO NETWORKS, LLC	389837	03/17/2023	TELECOM/INTERNET EXPENSE	614-49870-447	1,193.67
MANKATO NETWORKS, LLC	389838	03/17/2023	TELECOM/INTERNET EXPENSE	614-49870-447	14,612.00
SWWC - SOUTHWEST WEST C	71779	03/09/2023	TELECOM/ON CALL SUPPORT	614-49870-448	950.00
ONVOY, LLC dba INTELIGUENT	306756	03/09/2023	TELECOM/CALL COMPLETION	614-49870-451	3,119.75
ONVOY, LLC dba INTELIGUENT	308041	03/09/2023	TELECOM/CALL COMPLETION	614-49870-451	172.01
CENTURY LINK	MAR 16, 2023	03/27/2023	SERVICE/831-1075 104	614-49870-451	90.05
Activity 49870 - Telecom Total:					47,866.86
Fund 614 - TELECOM Total:					47,866.86

Fund: 615 - ARENA

Activity: 49850 - Arena

NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	615-49850-133	96.00
JCL SOLUTIONS - JANITORS CL	1319578	03/29/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	106.62
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	615-49850-383	3,302.11
Activity 49850 - Arena Total:					3,504.73
Fund 615 - ARENA Total:					3,504.73

Fund: 617 - M/P CENTER

MBS - MULTI-BANK SECURITIE	3-22-23	03/22/2023	FIRST REPUBLIC BANK FDIC#5	617-1C1400	248,894.12
					248,894.12

Activity: 49860 - M/P Center

NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	617-49860-133	144.00
CITY LAUNDERING CO.	1866322	03/16/2023	ARENA/CLEANING/SUPPLIES	617-49860-211	50.15
MN ENERGY RESOURCES	32908329	03/29/2023	GAS UTILITY	617-49860-383	1,501.21
FREEDOM SECURITY & SURVE	1121	03/17/2023	MAINTENANCE - OFFICE	617-49860-404	28.47
Activity 49860 - M/P Center Total:					1,723.83
Fund 6: 17 - M/P CENTER Total:					250,617.95

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0002252	03/24/2023	Federal Tax Withholding	700-21.701	10,405.02
MN Department of Revenue -	INV0002253	03/24/2023	State Withholding	700-21.702	5,205.10
Internal Revenue Service-Payr	INV0002252	03/24/2023	Social Security	700-21.703	13,849.46
MN Pera	INV0002250	03/24/2023	PERA	700-21.704	14,415.99
MN Pera	INV0002250	03/24/2023	PERA	700-21.704	8,298.95
MN Pera	INV0002250	03/24/2023	PERA	700-21.704	944.82
MN Pera	INV0002250	03/24/2023	PERA	700-21.704	437.50
MN State Deferred	INV0002251	03/24/2023	Deferred Roth	700-21.705	1,652.00
MN State Deferred	INV0002251	03/24/2023	Deferred Compensation	700-21.705	5,299.66
LOCAL UNION #949	MAIRCH 2023	03/22/2023	UNION DUES	700-21.707	1,729.48
LAW ENFORCEMENT LABOR S	MAIRCH 2023	03/22/2023	POLICE UNION DUES	700-21.708	540.00
Internal Revenue Service-Payr	INV0002252	03/24/2023	Medicare Withholding	700-21.711	4,000.04
WEX Health Inc	03-217-23	03/28/2023	FLEX SPENDING	700-21.712	510.00

Expense Approval Report

Payment Dates: 3/18/2023 - 3/31/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX Health Inc	3-16-2023	03/22/2023	FLEX SPENDING	700-21712	229.57
WEX Health Inc	3-17-2023	03/22/2023	FLEX SPENDING	700-21712	98.22
WEX Health Inc	3-21-2023	03/22/2023	FLEX SPENDING	700-21712	900.00
WEX Health Inc	3-23-2023	03/28/2023	FLEX SPENDING	700-21712	155.77
WEX Health Inc	3-27-2023	03/28/2023	FLEX SPENDING	700-21712	130.34
WEX Health Inc	3-28-2023	03/28/2023	FLEX SPENDING	700-21712	50.00
AFLAC	093853	03/20/2023	INSURANCE/MARCH 2023	700-21715	263.93
AFLAC	093853	03/20/2023	INSURANCE/MARCH 2023	700-21716	757.40
MN BENEFIT ASSOCIATION	2023-0195655	03/16/2023	INSURANCE	700-21717	5.84
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	700-21718	48.00
NCPERS MINNESOTA	844600042023	03/16/2023	INSURANCE	700-21718	48.00
MN BENEFIT ASSOCIATION	2023-0195655	03/16/2023	INSURANCE	700-21719	384.04
WEX Health Inc	INV0002249	03/24/2023	VEBA Employer Contribution	700-21720	9,479.29
WEX Health Inc	INV0002248	03/24/2023	HSA Employer Contribution	700-21722	4,687.59
WEX Health Inc	INV0002247	03/24/2023	HSA Employee Contribution	700-21723	773.46
					85,299.47
Fund 700 - PAYROLL Total:					85,299.47
Grand Total:					892,761.49

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	24,917.96
211 - LIBRARY	2,170.80
225 - AIRPORT	17,527.14
230 - POOL	92.35
235 - AMBULANCE	6,905.92
250 - EDA GENERAL	6,050.94
254 - NORTH IND PARK	889.85
401 - GENERAL CAPITAL PROJECTS	2,724.00
406 - PIR	1,333.00
601 - WATER	6,221.74
602 - SEWER	18,522.96
604 - ELECTRIC	377,951.21
609 - LIQUOR STORE	40,164.61
614 - TELECOM	47,866.86
615 - ARENA	3,504.73
617 - M/P CENTER	250,617.95
700 - PAYROLL	85,299.47
Grand Total:	892,761.49

Account Summary

Account Number	Account Name	Payment Amount
100-41110-491	Payments to Other Orga	3,202.69
100-41310-133	Employer Paid Insurance	216.00
100-41310-200	Office Supplies	1.77
100-41910-133	Employer Paid Insurance	72.00
100-41910-200	Office Supplies	121.95
100-41910-303	Engineering and Surveyi	4,012.40
100-41910-404	Repairs & Maint - M&E	85.42
100-41940-383	Gas Utility	1,255.32
100-42120-133	Employer Paid Insurance	528.00
100-42120-200	Office Supplies	56.18
100-42120-305	Medical & Dental Fees	65.00
100-42120-321	Telephone	693.31
100-42120-323	Radio Units	108.00
100-42120-326	Data Processing	398.00
100-42120-327	Interpretation Fees	6.15
100-42120-331	Travel Expense	49.00
100-42120-334	Meals/Lodging	1,323.85
100-42120-404	Repairs & Maint - M&E	975.39
100-42120-405	Repairs & Maint - Vehicl	91.50
100-42120-419	Vehicle Lease	2,795.28
100-42220-383	Gas Utility	960.82
100-42220-405	Repairs & Maint - Vehicl	192.33
100-42220-480	Other Miscellaneous	49.99
100-43100-133	Employer Paid Insurance	240.00
100-43100-224	Street Maint Materials	6,003.56
100-43100-383	Gas Utility	1,228.96
100-43100-404	Repairs & Maint - M&E	108.60
100-45202-133	Employer Paid Insurance	48.00
100-45202-404	Repairs & Maint - M&E	28.49
211-45501-133	Employer Paid Insurance	48.00
211-45501-200	Office Supplies	913.92
211-45501-350	Printing & Design	375.00
211-45501-383	Gas Utility	805.41
211-45501-402	Repairs & Maint - Struct	28.47
225-45127-264	Merchandise For Resale	15,515.75
225-45127-321	Telephone	27.41

Account Summary

Account Number	Account Name	Payment Amount
225-45127-381	Electric Utility	1,583.98
225-45127-406	Repairs & Maint - Groun	400.00
230-45124-383	Gas Utility	63.88
230-45124-404	Repairs & Maint - M&E	28.47
235-42153-133	Employer Paid Insurance	48.00
235-42153-217	Other Operating Supplie	566.39
235-42153-218	Uniforms	30.64
235-42153-261	Other Merchandise-Med	599.33
235-42153-312	Nursing	2,465.00
235-42153-326	Data Processing	2,204.00
235-42153-334	Meals/Lodging	306.72
235-42153-383	Gas Utility	640.55
235-42153-405	Repairs & Maint - Vehicl	20.29
235-42153-435	Books and Pamphlets	25.00
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	206.94
250-46520-433	Dues & Subscriptions	320.00
250-46520-439	Special Projects	5,500.00
254-46520-381	Electric Utility	142.85
254-46520-406	Repairs & Maint - Groun	80.00
254-46520-480	Other Miscellaneous	667.00
401-49950-503	Capital Outlay - Streets	2,724.00
406-41000-480	Other Miscellaneous	1,333.00
601-49400-133	Employer Paid Insurance	144.00
601-49400-241	Small Tools	4.95
601-49400-310	Lab Testing	102.52
601-49400-322	Postage	242.77
601-49400-326	Data Processing	1,556.99
601-49400-350	Printing & Design	16.50
601-49400-383	Gas Utility	878.51
601-49400-386	Landfill	1,985.50
601-49400-408	Repairs & Maint - Distrib	1,290.00
602-16300	Improvements Other Th	56.32
602-49450-133	Employer Paid Insurance	96.00
602-49450-308	Training & Registrations	40.00
602-49450-310	Lab Testing	1,004.25
602-49450-322	Postage	242.76
602-49450-326	Data Processing	1,557.00
602-49450-350	Printing & Design	16.50
602-49450-381	Electric Utility	3,238.68
602-49450-383	Gas Utility	4,281.73
602-49450-408	Repairs & Maint - Distrib	2,089.72
602-49450-444	License Fees	5,900.00
604-14200	Inventory	3,701.14
604-49550-133	Employer Paid Insurance	264.00
604-49550-200	Office Supplies	326.94
604-49550-217	Other Operating Supplie	111.55
604-49550-263	Merchandise for Resale -	361,433.14
604-49550-322	Postage	242.77
604-49550-326	Data Processing	2,951.26
604-49550-350	Printing & Design	16.50
604-49550-383	Gas Utility	4,678.05
604-49550-402	Repairs & Maint - Struct	57.29
604-49550-404	Repairs & Maint - M&E	54.52
604-49550-406	Repairs & Maint - Groun	420.00
604-49550-408	Repairs & Maint - Distrib	83.08
604-49550-409	Repairs & Maint - Utilitie	0.67
604-49550-450	Conservation	3,610.30

Account Summary

Account Number	Account Name	Payment Amount
609-49751-133	Employer Paid Insurance	96.00
609-49751-251	Liquor	25,027.63
609-49751-252	Beer	8,297.70
609-49751-253	Wine	3,117.32
609-49751-254	Soft Drinks & Mix	1,269.36
609-49751-257	Ice	127.48
609-49751-333	Freight and Express	565.07
609-49751-340	Advertising & Promotion	1,125.16
609-49751-383	Gas Utility	453.47
609-49751-404	Repairs & Maint - M&E	85.42
614-49870-133	Employer Paid Insurance	192.00
614-49870-217	Other Operating Supplie	625.00
614-49870-227	Utility System Maint Sup	695.93
614-49870-301	Auditing & Consulting Se	902.10
614-49870-304	Legal Fees	361.95
614-49870-322	Postage	242.77
614-49870-326	Data Processing	3,913.01
614-49870-340	Advertising & Promotion	100.98
614-49870-350	Printing & Design	283.94
614-49870-383	Gas Utility	314.44
614-49870-441	Transmission Fees	40.52
614-49870-442	Subscriber Fees	16,584.90
614-49870-443	Intergovernmental Fees	2,036.84
614-49870-447	Internet Expense	17,240.67
614-49870-448	On-Call Support	950.00
614-49870-451	Call Completion	3,381.81
615-49850-133	Employer Paid Insurance	96.00
615-49850-211	Cleaning Supplies	106.62
615-49850-383	Gas Utility	3,302.11
617-10400	Investments - Current	248,894.12
617-49860-133	Employer Paid Insurance	144.00
617-49860-211	Cleaning Supplies	50.15
617-49860-383	Gas Utility	1,501.21
617-49860-404	Repairs & Maint - M&E	28.47
700-21701	Federal Withholding	10,405.02
700-21702	State Withholding	5,205.10
700-21703	FICA Tax Withholding	13,849.46
700-21704	PERA Contributions	24,097.26
700-21705	Retirement	6,951.66
700-21707	Union Dues	1,729.48
700-21708	PD Union Dues	540.00
700-21711	Medicare Tax Withholdi	4,000.04
700-21712	Flex Account	2,073.90
700-21715	Individual Insurance-Afla	263.93
700-21716	Individual Insurance-Afla	757.40
700-21717	Individual Insurance-MB	5.84
700-21718	Individual Insurance-NC	96.00
700-21719	Individual Insurance-MB	384.04
700-21720	VEBA Contributions	9,479.29
700-21722	HSA Contribution	4,687.59
700-21723	HSA Employee Contribu	773.46
Grand Total:		892,761.49

Project Account Summary

Project Account Key
 None

Grand Total:

Payment Amount
 892,761.49
 892,761.49

CW
 3/31/23

RESOLUTION #2023-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

A RESOLUTION APPROVING THE VACATION OF A PUBLIC UTILITY EASEMENT

WHEREAS, the City of Windom has received a petition requesting the vacation of two existing Ingress-Egress and Utility Easements legally described as:

15-foot wide ingress-egress easement and sewer, water and utility easement along the South side of Tract "A" which is described as: **The East 345.00 feet, EXCEPT the South 193 Feet, of Lot 5, Block 2 of Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota**, and a 15-foot wide ingress-egress easement and sewer, water and utility easement along the North side of Tract "B" which is described as: **The North 157.00 feet of the South 193.00 feet of the East 345.00 feet of Lot 5, Block 2 of Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota.**

WHEREAS, the Council for the City of Windom called for a public hearing on said petition to be held on April 4, 2023, at the meeting that begins at 6:30 p.m.; and

WHEREAS, the City Clerk caused said written notice of the hearing to be published and posted at least 2 weeks before said hearing; and

WHEREAS, a public hearing was held on the petition on April 4, 2023, in the Council Chambers in City Hall, Windom, Minnesota; and

WHEREAS, the City Council for the City of Windom believes it to be in the best interest of the City of Windom to vacate the aforementioned existing Ingress-Egress and Utility Easements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, HEREBY RESOLVES:

1. That it would be in the best interest of the City of Windom to vacate the two existing Ingress-Egress and Utility Easements; and, therefore, the petition to vacate the following two existing Ingress-Egress and Utility Easements is hereby approved:

15-foot wide ingress-egress easement and sewer, water and utility easement along the South side of Tract "A" which is described as: **The East 345.00 feet, EXCEPT the South 193 Feet, of Lot 5, Block 2 of Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota**, and a 15-foot wide ingress-egress easement and sewer, water and utility easement along the North side of Tract "B" which is described as: **The North 157.00 feet of the South 193.00 feet of the East 345.00 feet of Lot 5, Block 2 of Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota.**

2. That the City Clerk for the City of Windom shall prepare a Notice of Completion of the proceedings which shall contain the name of the city, identification of the vacation, a statement of the time of completion thereof and a description of the real estate and lands affected. Further, the City Clerk shall present the same to the Cottonwood County Recorder for the purpose of entering the same into the transfer records for the County of Cottonwood.

Adopted this 4th day of April, 2023.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator



NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, April 4, 2023, at the City Council Meeting that begins at 6:30 p.m. in the Council Chambers at City Hall, 444 9th Street, Windom, Minnesota, the City Council of the City of Windom will conduct a public hearing to consider a petition for the vacation of the following public utility easements:

LEGAL DESCRIPTIONS OF EASEMENTS TO BE VACATED

15-foot wide ingress-egress easement and sewer, water and utility easement along the South side of Tract "A" which is described as: **The East 345.00 feet, EXCEPT the South 193 Feet, of Lot 5, Block 2 of Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota,** and a 15-foot wide ingress-egress easement and sewer, water and utility easement along the North side of Tract "B" which is described as: **The North 157.00 feet of the South 193.00 feet of the East 345.00 feet of Lot 5, Block 2 of Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota.**

By order of the Windom City Council:

Steve Nasby
City Administrator



PETITION FOR VACATION OF EXISTING
INGRESS-EGRESS AND UTILITY EASEMENTS

1. GLOBAL INVESTMENT PROPERTIES, LLC, a Minnesota limited liability company ("**GLOBAL**") owns the following described real estate which is identified as Tract "B" on the attached survey:

The North 157.00 feet of the South 193.00 feet of the East 345.00 feet of Lot 5, Block 2 of Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota.

Tract "B" was initially conveyed by the Economic Development Authority of Windom ("**EDA**") to Tod K. Quiring in a Warranty Deed dated August 13, 2008. Tract "B" was subsequently conveyed by Tod K. Quiring ("**QUIRING**") to GLOBAL.

In the Warranty Deed from the EDA to QUIRING, the EDA reserved an easement over the North 15 feet of Tract "B" which is described as follows:

EDA "reserves for the benefit of a tract of land being Lot 5, EXCEPT the East 345.00 feet thereof, Block 2 of Windom Industrial Park Subdivision to the City of Windom, a 15-foot wide ingress-egress easement and sewer, water and utility easement, being the North 15 feet of the above-conveyed property".

The EDA owns Tract "C" as shown on the attached survey which is the property benefitted by this easement.

2. GLOBAL also owns the following described real estate, which is identified as Tract "A" on the attached survey:

The East 345.00 feet, EXCEPT the South 193 Feet thereof, of Lot 5, Block 2 of Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota

Tract "A" was conveyed by the EDA to QUIRING in a Warranty Deed dated December 18, 2008. Tract "A" was subsequently conveyed by QUIRING to GLOBAL. When Tract "A" was conveyed to QUIRING by the EDA, the EDA reserved a permanent sewer, water, utility, and ingress/egress easement which is located over the South 15 feet of Tract "A".

3. In 2015 a commerical building was inadvertently constructed over both of these easements by GLOBAL.

4. After consultation with City Department Heads, it has been verified that there are no existing utilities located within these two 15-foot easements.
5. GLOBAL is requesting that the EDA and City of Windom vacate these two 15-foot easements.
6. The EDA has access to Tract "C" pursuant to a recorded access easement which is located over the Southern portion of Lot 6 in Block 2 of Windom Industrial Park Subdivision. Attached to this Petition is a survey prepared by Louck's Survey Company which shows the location of this access easement.
7. GLOBAL acknowledges that the existing 50-foot wide sewer, water and utility easement located over the North side of Tract "A" shall remain in full force and effect.
8. Please consider this Petition for vacation of the above-described existing ingress-egress and utility easements on Tracts "A" and "B".

DATED this 3rd day of March, 2023.

GLOBAL INVESTMENT PROPERTIES, LLC

By: DocuSigned by:
Tod Quiring
F2981D7518E2494...

Name: Tod K. Quiring
Title: Manager/Member

PARTS OF LOT 5, BLOCK 2, WINDOM INDUSTRIAL PARK SUBDIVISION TO THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA.

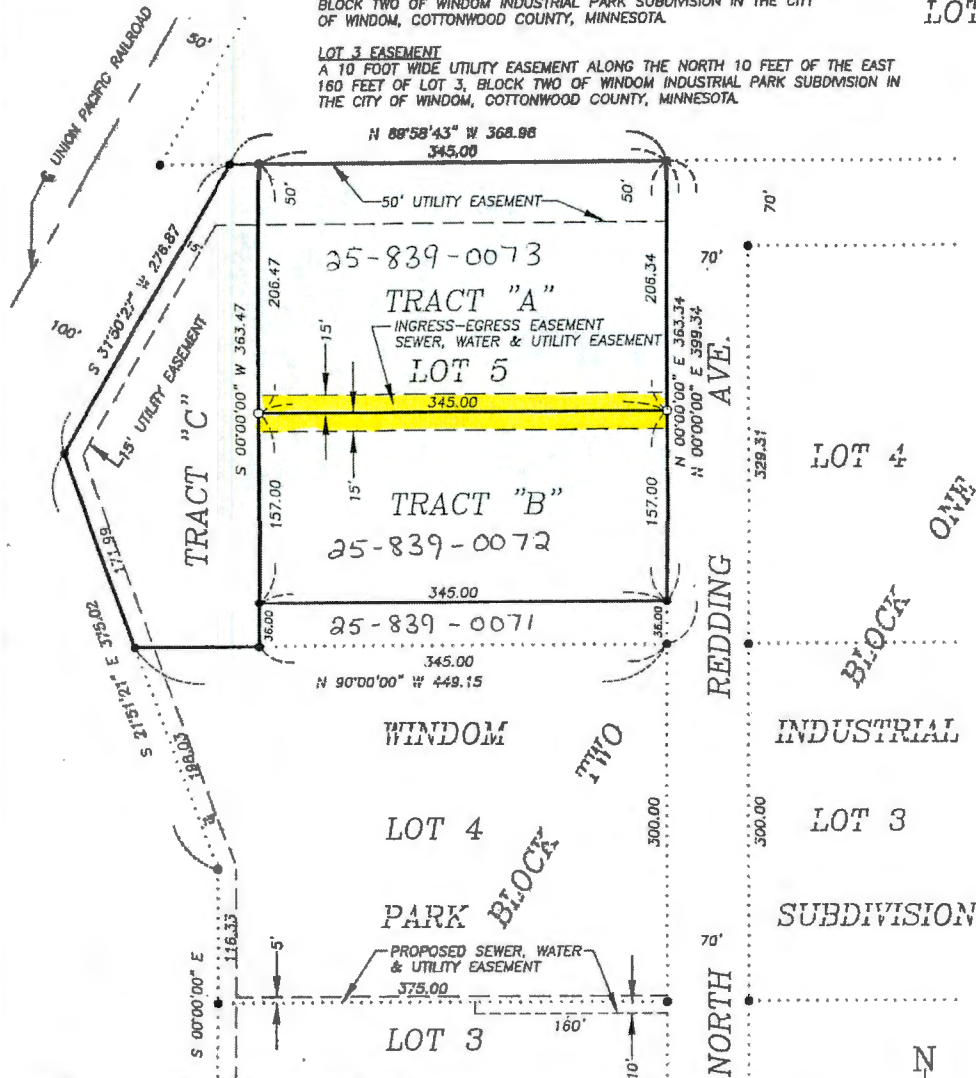
LOT 4 EASEMENT

A 5 FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH SIDE OF LOT 4,
BLOCK TWO OF WINDOM INDUSTRIAL PARK SUBDIVISION IN THE CITY
OF WINDOM, COTTONWOOD COUNTY, MINNESOTA.

LOT 6

LOT 3 EASEMENT

A 10 FOOT WIDE UTILITY EASEMENT ALONG THE NORTH 10 FEET OF THE EAST
160 FEET OF LOT 3, BLOCK TWO OF WINDOM INDUSTRIAL PARK SUBDIVISION IN
THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA.



EXISTING DESCRIPTION (DOC. #248331)

Lot 5, Block 2, Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota, excepting therefrom the South 36 feet of the East 345 feet thereof.
This deed is given pursuant to Grantee's option set forth in that Warranty Deed between the above Grantee as Grantor and the above Grantor as Grantee dated August 29, 2000, filed for record September 1, 2000, in File 189, Card 703.

TRACT "A" DESCRIPTION

The East 345.00 feet except the South 193.00 feet of Lot 5, Block Two of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota. Subject to a 50 foot wide sewer, water & utility easement along the North side and a 15 foot wide ingress-egress easement and sewer, water & utility easement along the South side thereof.

TRACT "B" DESCRIPTION

The North 157.00 feet of the South 193.00 feet of the East 345.00 feet of Lot 5, Block Two of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota. Subject to a 15 foot wide ingress-egress easement and sewer, water & utility easement along the North side thereof.

TRACT "C" DESCRIPTION

Lot 5, Block Two of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota. EXCEPT The East 345.00 feet thereof.

Subject to a 50 foot wide sewer, water and utility easement along the North side and a 15 foot wide utility easement along the westerly side thereof.



SCALE 1" = 100'

● = MONUMENTS FOUND

○ = MONUMENTS SET

5/8" IRON STAKE W/CAP NO. 43803



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signature

Dennis Ray Esplan
Dennis Ray Esplan

Date 7/29/08 Certificate # 43803

ZIESKE LAND SURVEYING, INC.

Perry L. Zieske P.L.S.
Dennis Ray Esplan P.L.S.

225 Ninth Street, Box 94
Windom, MN 56101
Phone: (507) 831-0100

SURVEY FOR: WINDOM EDA
PROJECT NUMBER: C 0520 SB
DATE: JULY 24, 2008

WINDOM

Block SUB.

Chicago & Northwestern Railroad

19th Street

Redding Ave N

Lot 6

Access Easement Area

Access Easement

Point of Commencement SW Cor. Lot 6

Point of Beginning

South Line Lot 6

Dimensions:

- S89°50'37"E 120.54
- S0°08'08"W 135.00
- S89°50'37"E 250.00
- W 90°08'08"W 70.00
- N89°50'37"W 1001.30
- 497.82
- 587.60
- 241.26

LEGEND

ACCESS EASEMENT AREA
55,258 ± SQ. FT.

SCALE IN FEET

0 80

N

Commencing at the southwest corner of said Lot 6; thence on an assumed bearing of North 31 degrees 58 minutes 33 seconds East, along the west line of said Lot 6, a distance of 587.60 feet to the point of beginning; thence South 89 degrees 50 minutes 37 seconds East 120.54 feet; thence South 00 degrees 08 minutes 06 seconds West 135.00 feet; thence South 89 degrees 50 minutes 37 seconds East 250.00 feet; thence South 00 degrees 08 minutes 06 seconds West 70.00 feet to the south line of said Lot 6 and said line there terminating.

Loucks Project No. 22071

RESOLUTION #2023-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM WINDOM UNITED SERVICE FOR THE WINDOM FIRE DEPARTMENT

WHEREAS, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

WHEREAS, Windom United Service supports communities and promotes local philanthropy in Southwest Minnesota; and

WHEREAS, the City of Windom has received a donation from Windom United Service in the amount of \$20.00 to be used as deemed appropriate by the Windom Fire Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation in the amount of \$20.00 offered by Windom United Service to be used by the Windom Fire Department.

Adopted by the Council this 4th day of April, 2023.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Electric Superintendent and City Administrator
DATE: March 23, 2023
RE: Renewable Energy Credits from WAPA – Management and Administration
DEPT: Electric
CONTACT: Jason Sykora or Steve Nasby *JS*

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approval of a contract between the City of Windom and Western Area Power Administration (WAPA) for the management of Renewable Energy Credits (RECs).

Issue Summary/Background

Due to changes in Minnesota laws, the RECs generated by Windom's energy contract with WAPA are now valid to use in Minnesota. Our current system of managing and administering the use of RECs has been done by CMPAS. The proposed contract between the City and WAPA will establish CMPAS as the City's authority to manage and administer our RECs within the M-RETS system.

As a member of CMPAS there is no fee for their management of our RECs. Changes to Minnesota's renewable energy standards will make RECs much more useful for our utility and potentially more valuable to both the City and our CMPAS partners.

The General Counsel for CMPAS has reviewed the agreement and had no recommendations for language changes. The Windom Utility Commission also recommended approval of this contract at their March 29, 2023 meeting.

Fiscal Impact

No short-term financial impact, potential longer-term value of RECs.

Attachments

1. Draft Agreement between the City of Windom and Western Area Power Administration.

Contract No. 23-UGPR-06
City of Windom, Minnesota
Central Minnesota Municipal
Power Agency

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR CENTRAL MINNESOTA MUNICIPAL POWER AGENCY
TO ADMINISTER RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF WINDOM, MINNESOTA
(Designated Entity)

Contract No. 23-UGPR-06
City of Windom, Minnesota
Central Minnesota Municipal
Power Agency

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR CENTRAL MINNESOTA MUNICIPAL POWER AGENCY
TO ADMINISTER RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF WINDOM, MINNESOTA
(Designated Entity)

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Certificate
General Power Contract Provisions dated September 1, 2007

Contract No. 23-UGPR-06
City of Windom, Minnesota
Central Minnesota Municipal
Power Agency

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR CENTRAL MINNESOTA MUNICIPAL POWER AGENCY
TO ADMINISTER RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF WINDOM, MINNESOTA
(Designated Entity)

1. PREAMBLE: This Contract is made on _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, the CITY OF WINDOM, MINNESOTA, a municipal corporation duly organized under and by virtue of the laws of the State of Minnesota, hereinafter called Windom or Contractor, their successor and assigns, and CENTRAL MINNESOTA MUNICIPAL POWER AGENCY, a corporation duly organized under and by virtue of the laws of the State of Minnesota, hereinafter called CMMPA or Contractor, their successors or assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a new Renewable Energy Certificate (REC) Program.

2.2 This REC Designated Entity Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective September 27, 2022, as amended.

2.3 Windom entered into Firm Electric Service Contract No. 12-UGPR-1077 (FES Contract), dated December 14, 2012, with WAPA.

2.4 RECs are considered an attribute of the energy received under the FES Contract. Windom is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.5 Windom selected CMMPA to provide REC Management Services for Windom.

2.6 This Contract provides the terms and conditions CMMPA shall follow in providing REC Management Services to Windom, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated September 1, 2007.

3. DEFINITIONS:

3.1 Designated Entity: The entity designated by Windom to provide REC Management Services for Windom.

3.2 Export: The electronic movement of RECs from a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

3.3 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 REC Management Services: The acceptance of the transfer of RECs on behalf of Windom from WAPA and the retirement of such RECs on behalf of Windom.

3.6 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.7 Transfer: The electronic movement of RECs from an M-RETS account to another M-RETS account.

3.8 WAPA-UGPR Marketing Area: Montana (east of the Continental Divide), all of North Dakota and South Dakota, Nebraska east of the 101° meridian, Iowa west of the 94½° meridian, and Minnesota west of a line on the 94½° meridian from the southern boundary of the state to the 46° parallel and then northwesterly to the northern boundary of the state at the 96½° meridian.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Any Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Parties. Following a material breach of this Contract by CMMPA and/or Windom, any Party shall have the right to terminate this Contract, in addition to all other rights and remedies under law for damages, before the annual transfer of RECs. Such termination shall be effective immediately upon receipt of written notification to the other Parties.

5.3 WAPA may suspend or terminate the REC Program upon 90 days' advance written notice to UGPR customers. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the REC Program.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and Windom entered into the FES Contract which provides for firm electric service to Windom through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Windom are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Windom's FES Contract.

7. DESIGNATED ENTITY ARRANGEMENTS: In accordance with WAPA-UGPR's REC Program:

7.1 Windom selected CMMPA to be their Designated Entity and CMMPA agrees to manage Windom's RECs on Windom's behalf.

7.2 WAPA shall transfer or export Windom's RECs to CMMPA from M-RETS on an annual basis for CMMPA to manage the RECs on Windom's behalf.

7.3 CMMPA shall provide REC Management Services to Windom.

7.4 All transfer, export, retirement, and M-RETS and other tracking system account fees are the sole responsibility of CMMPA and/or Windom. As of the execution date of this Contract, there are no fees for transfers between M-RETS accounts. This is subject to change should M-RETS begin charging for transfers.

7.5 WAPA will not retire RECs on behalf of Windom or CMMPA.

7.6 Upon WAPA's receipt of any required payment, WAPA will transfer or export RECs to CMMPA.

7.7 RECs issued to Windom cannot be resold. This includes RECs transferred or exported to CMMPA on behalf of Windom.

7.8 CMMPA may charge a fee to recover the costs of REC Management Services provided, as agreed to by Windom and CMMPA.

7.9 If CMMPA transfers or exports RECs to another entity, CMMPA must ensure the transferred and/or exported RECs are not sold. CMMPA may charge a fee to recover the costs of transferring and/or exporting RECs to Windom's members and/or end use

customers. Windom's members or end use customers must be located within the WAPA-UGPR Marketing Area.

7.10 WAPA is not liable for damages related to CMMPA's management of Windom's RECs. CMMPA and Windom shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the management of RECs.

7.11 In no event shall a Party be liable to any other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.12 All WAPA transfers and exports of RECs are final and cannot be reversed.

8. BILLING AND PAYMENT PROVISIONS:

8.1 WAPA shall bill Windom and Windom shall make electronic payment annually, in advance, as instructed on the Bill for Collection, for any tracking system costs assessed to WAPA associated with the transfer or export of RECs to CMMPA on Windom's behalf, as applicable. As stated above in Subsection 7.4, as of the execution date of this Contract, there are no fees for transfers between M-RETS accounts.

8.2 Actual cost accounting shall be utilized in this Contract. WAPA shall keep detailed records of actual costs incurred by WAPA to transfer or export RECs. If costs are projected to exceed the amount of advanced funds, WAPA will inform Windom of the additional cost and provide a written revised estimate, together with a Bill for Collection, for the difference. Windom shall then pay WAPA the additional amount by the due date specified on the Bill for Collection. If, upon completion of the transfer or export, costs

incurred by WAPA are less than the sum of the payments made to WAPA by Windom, WAPA shall refund the difference to Windom, without interest, as soon as the necessary vouchers can be processed.

8.3 WAPA will not transfer or export RECs until advance annual payment is received.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective September 1, 2007, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and

Contract No. 23-UGPR-06
City of Windom, Minnesota
Central Minnesota Municipal
Power Agency

delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

Contract No. 23-UGPR-06
City of Windom, Minnesota
Central Minnesota Municipal
Power Agency

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day
and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____ Vice President of Power Marketing

_____ for Upper Great Plains Region

Address _____ P.O. Box 35800

_____ Billings, MT 59107-5800

(SEAL)

CITY OF WINDOM, MINNESOTA

By _____

Attest:

Title _____

By _____ Address _____ P.O. Box 38

Title _____ Windom, MN 56101

(SEAL)

CENTRAL MINNESOTA MUNICIPAL POWER
AGENCY

By _____

Attest:

Title _____

By _____ Address _____ 459 South Grove St

Title _____ Blue Earth, MN 56013

CERTIFICATE

I, _____, certify that I am the _____
of Central Minnesota Municipal Power Agency, the corporation named as Contractor or
CMMPA herein; that _____, who signed the above
Contract on behalf of CMMPA, was then its _____;
that such Contract was duly signed for and on behalf of CMMPA by authority of its
governing body and is within the scope of its governmental powers.

Signature

(SEAL)

ACTION ITEM



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

TO: City Council
FROM: City Administrator 
DATE: March 27, 2023
RE: Prosecution Services Agreement
DEPT: Police, City Attorney and Administration
CONTACT: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve a Legal Services Agreement with Jackson County for prosecution services.

Issue Summary/Background

In 2019 the City of Windom entered into an agreement with Cottonwood County for prosecution services to be provided by the County Attorney. In January 2023 the City of Windom was notified by County Attorney Nick Anderson that the agreement for prosecution services would be terminated as of May 1, 2023 which is 90 days following written notification according to the termination language in the agreement. The Police Chief and I met with the City Attorney to discuss options and next steps.

The Windom City Council was informed of the status of this matter on February 7, 2023. At that time, staff was working on a letter to the County Board and County Attorney regarding the legality of the termination but concurrently explore other options for prosecution services. Since then staff has also been in discussions with a representative of the Cottonwood County Board and City Attorney. Options researched included engaging private practice law firms and contacting other governmental entities. The City was contacted by private law firms regarding their availability for providing services, but staff felt a continuation with governmental services would be the most beneficial.

The joint recommendation from the City Attorney, Police Chief and myself is to contract with Jackson County for prosecution services. The proposed agreement is the same as the previous agreement with Cottonwood County with the addition of \$2,510 in expenses to account for cost increases.

Fiscal Impact

The proposed agreement is the same as the previous agreement with Cottonwood County with the addition of \$2,510 in expenses to account for cost increases for an annual total of \$48,000.

Attachments

1. Legal Services Agreement between the City of Windom and Jackson County.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, is between the City of Windom, a municipal corporation and political subdivision of the State of Minnesota, 444 9th Street, PO Box 38, Windom, MN by and through its City Administrator, Steve Nasby ("the City") and the Jackson County Attorney's Office, an agency of Jackson County, a political subdivision of the State of Minnesota, 405 4th Street, Suite 2D, Jackson, MN 56143 by and through its County Attorney, Kristi Meyeraan ("the County"), referred to collectively as "the Parties".

RECITALS

WHEREAS, the City wishes to contract with the County as legal counsel for prosecution of City of Windom criminal offenses and processing of associated forfeiture proceedings; and

WHEREAS, Minnesota Statutes Section 484.87 permits a home rule charter City such as the City of Windom to enter into an agreement with the County Board and the County Attorney to prosecute City of Windom criminal offenses and process associated forfeiture cases;

NOW, THEREFORE, in consideration of the mutual conditions stated in this Agreement, the Parties agree as follows:

- I. SCOPE OF DUTIES:** The City hereby hires the County to prosecute City of Windom criminal cases and process associated forfeiture cases.
 - A. The County agrees to act as the City Prosecutor for the City, assuming all duties, obligations, and responsibilities of the office of City Prosecutor as those responsibilities may be affected by the Home Rule Charter and the ordinances of the City and the statutes of the State of Minnesota. The County will review cases, make prosecuting decisions, prepare cases and settle or try criminal cases as appropriate, and shall discharge statutory duties with regard to crime victims, and perform all other tasks necessary for the prosecution of criminal cases, including initiating and defending appeals related to City cases.
 - B. The County shall also act as the "prosecuting authority" for purposes of representing the City in all forfeiture proceedings arising out of prosecution services provided to the City under this Agreement, including but not limited to DWI forfeitures under Minnesota Statutes Section 169A.63, (2016) et seq., and as said laws may be amended in the future.
 - C. The County shall provide the staff, facilities, computers and software, general supplies, and research materials necessary to accomplish those things and shall provide or provide for the education and licensing necessary to maintain the competency and licensing status of the personnel necessary to complete the duties outlined above.
 - D. The County specifically does not assume responsibility under this Agreement

for representation of the City in any civil matters other than the forfeiture matters outlined above. Therefore, the City will maintain its own separate counsel to handle other civil legal matters, including administrative enforcement of the City's nuisance ordinances.

II. TERM: This Agreement shall be in effect from when signed by all parties through December 31, 2025 or until terminated earlier by mutual consent of the Parties or as set out below. Agreement shall renew for successive one-year periods, which shall run from January 1 to December 31, unless terminated by either party as stated in paragraph III (Termination).

III. TERMINATION: Notwithstanding any other terms of this agreement to the contrary if either the City or County wishes to terminate this Agreement prior to its expiration date, that Party shall give written notice through the U. S. mail, postage prepaid, to the representative of the other Party. Termination will be effective the first of the month following the passage of 90 days from the date that notice of intent to terminate is postmarked. If this Agreement is terminated as set out in this Paragraph, the City will not be obliged to make payment for any services provided by the County after the expiration of the 90-day notice period unless specific arrangements are made by the Parties.

IV. COMPENSATION:

A. \$48,000 Annually (\$4,000.00/monthly) for the remainder of 2023 and all of 2024. Payments made from the City to the County will be monthly.

B. Beginning in 2025, the Annual Compensation shall be determined by the following: If the City Attorney's hourly rate changes in any one year the compensation shall change by the percent change of the City Attorney's hourly compensation for the following year. (For example, if the city attorney's hourly rate increases from \$140 to \$145 beginning January 1, 2025, then this contract will increase 3.5% on January 1, 2025. If the City Attorney's hourly rate does not change, the rate in this contract does not change.)

C. The Jackson County Attorney's Office as prosecutorial authority shall be entitled to forfeiture income based on Minnesota Statute 169A.63 Subdivision 10 (2016) as amended.

V. PERSONNEL: The County shall devote sufficient personnel, resources, time, attention and energy necessary to fulfill the County's obligations under this Agreement.

A. Assignment of personnel shall be at the sole discretion of the County Attorney, and the work may be divided among various County employees.

B. County employees assigned to work under this Agreement remain County employees. As such they are under the direction and supervision of the County Attorney.

VI. STORAGE OF CITY FILES:

- A. Any paper files that may currently be in storage with the City shall remain the responsibility of the City. Any paper files or electronic files in the possession of the County shall be maintained by the County in the same manner as the County would use to protect the confidentiality of its own files, and in accordance with County data retention schedules.
- B. Should the parties later decide to end their association under this Agreement, the County agrees that it will provide paper or electronic data regarding open City files sufficient that whoever would take over the City work would be able to continue working those files..

VII. RELATIONSHIP BETWEEN PARTIES: The County is an independent contractor, retained by the City only for the purposes and to the extent set forth in this Agreement. Neither the County nor its personnel are to be considered employees of the City, entitled to any City plans or benefits, or governed by any policies of the City. The City's financial obligation is limited to what is set out in this Agreement. The City is not responsible for any wage withholding to the federal or any State government, or for worker's compensation for any County employee engaged to work on City business under this Agreement.

VIII. PROFESSIONAL JUDGMENT: Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the County in accordance with its independent professional judgment. The County shall require its personnel to perform the services rendered in accordance with accepted principals of legal practice in the State of Minnesota. The County's personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations governing the practice of law in the State of Minnesota.

IX. MODIFICATION: This Agreement contains the entire understanding of the Parties. It may be modified by the Parties but any such modification shall be reduced to writing, signed by the Parties.

X. NOTICE: Any notice to the County pursuant to this Agreement shall be directed to Kristi Meyerann, Jackson County Attorney (or his successor in office) and delivered to the Jackson County Attorney's Office at 405 4th Street, Suite 2D, Jackson, MN 56143. Any notice to the City shall be addressed to the City Administrator and delivered to 444 9th Street, P.O. Box 38, Windom, MN 56101. Any notice given under this Agreement shall be delivered by depositing it in the U.S. Mail, postage prepaid, addressed as set forth above.

XI. PROHIBITION AGAINST ASSIGNMENT: Except as otherwise expressly provided in this Agreement, the County agrees that neither this Agreement, nor any of its obligations or benefits shall be assigned, transferred, pledged, or hypothecated in any way by the

County or by any other person claiming under it by virtue of this Agreement and shall not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, or of pledge or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process shall be null and void and without effect.

- XII. BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the City, its successors and assigns and any such successor shall be deemed substituted for the City under the terms of this Agreement. This Agreement shall likewise be binding upon the County and any successor to the current County Attorney. As used in this Agreement, the term "successor" shall include not only any person, but any corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all the assets or business of the corporation.
- XIII. CONTROLLING LAW AND VENUE:** This Agreement shall be controlled by the laws of the State of Minnesota and any action brought because of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in Cottonwood County unless the Parties agree on a more appropriate venue in the State of Minnesota.

FOR JACKSON COUNTY:

Dated: _____

Philip Nasby, Chair
Jackson County Board of Commissioners

Ryan Krosch
Jackson County Administrator

Kristi Meyerann
Jackson County Attorney

FOR THE CITY OF WINDOM:

Dated: _____

Dominic Jones
Mayor

Steve Nasby
City Administrator

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Personnel Committee
DATE: March 28, 2023
RE: City Hall Office – 2023 Summer Hours
DEPT: Administration
CONTACT: Cheryl Ulferts: Cheryl.Ulferts@windommn.com or Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

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

1. For 2023 only, the City Hall Office hours will be adjusted to 7:30 am to 4:00 pm from May 1st to Labor Day.

Issue Summary/Background

The labor agreement with IBEW sets May 1 – Labor Day as “flexible hours” for the City Hall Office and the expectation by staff and the union is to have shorter work days. Keeping the office open from 8 am to 5 pm the last couple years has been difficult and being short staffed in the part-time office position makes the situation worse.

The Personnel Committee wants the City Office to be open as much as possible to serve the public and that the contract language stating “flexible” should include employees rotating days or weeks off early and then staying until 5 pm other days\weeks. Notwithstanding, the Personnel Committee is recommending changing the City Hall Office’s summer hours for 2023 to be 7:30 am to 4:00 pm with all of those hours being accessible to the public.

Fiscal Impact

None. Staff will still maintain 40 hours per week.

Attachments

1. None

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Personnel Committee
DATE: March 28, 2023
RE: Expansion of Part-time Administrative Assistant Position to Full-time
DEPT: Administration
CONTACT: Cheryl Ulferts: Cheryl.Ulferts@windommn.com or Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

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

1. Approve increasing a part-time Administrative Assistant position to full-time.

Issue Summary/Background

Staff noted that the City Hall office has been intermittently short-staffed due to turnover in one of the part-time Administrative Assistant positions for the last couple years. Advertisements for the position have not yielded qualified applicants. Additionally, one of the full-time Administrative Assistant positions in the office is split with the Electric Department (50/50). The Electric Department is desiring to utilize the 50% of time they need on-site, which takes the person away from City Hall.

The Finance Director noted that a move to a full-time position may be incentive to attract candidates with a financial background. Staff informed the Personnel Committee that the position is 92.5% covered by the utilities (Water, Wastewater, Electric and Telecom) and 7.5% by the General Fund so the impact would primarily fall on the utilities.

Fiscal Impact

Additional expense of \$23,122 to \$38,246 depending on health benefit selection.

Attachments

1. None

MEMORANDUM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Tim Hogan, Recreation Director
DATE: March 31, 2023
RE: 2023 City of Windom Horse Show and Events Update

This memo is to follow up to the Council's inquiry at their last meeting and to update the public on the events that have been booked to date at the Windom Arena for the upcoming summer. I have been working with user groups to host events at the Arena and this is a list of the current booked events. I have also reached out to other user groups including Gena Jenetka with the NLVRHA, Jeff Pauly about a Ranch Horse Cutting event, MN Rodeo Association and the BLM Wild Horse and Burro Adoption Program. I will continue to reach out to different potential user groups to hopefully book more events. I also have a booth at the MN Horse Expo in April where I will hand out brochures and be available to provide information for anyone that makes inquiries about our facility. A copy of the brochure has also been included for your information.

2023 Shows and Events

* May 6 th	City of Windom Fireman's Concert
* May 20 th	Prairie Stock Horse Association Clinic (1 day event no stall rental)
* May 26 th	RDP LLC Barrel/Pole Racing (1 day event no stall rental)
* June 2 nd -4 th	MN Prairie Saddle Club Show (3 day show with stalls)
* June 14 th -16 th	4H Clinic
* June 17 th	RDP LLC Barrel/Pole Racing (1 day event no stall rental)
* July 14 th	RDP LLC Barrel/Pole Racing (1 day event no stall rental)
* July 21 st -23 rd	MN Prairie Saddle Club Show (3 day show with stalls)
* August 6 th -16 th	Cottonwood County Fair
* August 18 th	RDP LLC Barrel/Pole Racing (1 day event no stall rental)
* August 25 th -27 th	MNSCA Show (3 days show with stalls)

Events

Indoor and outdoor spaces available during the spring and summer months for various animal clinics/shows, auctions, concerts etc.



Contact



Office: 507-831-6122
Cell: 507-822-0514
tim.hogan@windommn.com



<https://windom-mn.com/parks-and-recreation/recreation-department/windom-arena>



1480 8th Avenue
Windom, MN 56101



Windom City Arena

Book your next event today!

Arena Manager: Tim Hogan
Phone: 507-831-6122

E-mail: tim.hogan@windommn.com

Indoor & Outdoor Arena

Horse Shows & Open Riding

- During spring and summer months horse shows and open riding is available
- Horse Associations and Riding Clubs must call the arena staff in order to reserve the building for horse shows, clinics or group riding times. Two rental packages are offered: Stall Rental only or Building & Stall Rental.
- Open Riding is available, but you must provide a copy of a negative Coggins test AND a copy horse liability insurance. Contact the Arena staff for more details.

Rental Rates:

Building Rental:

1st day – \$375.00

2nd day – \$350.00

3rd day & any additional days – \$250.00

Stall Rental:

1st day – \$18.00

2nd day – \$14.00

3rd day & any additional days – \$12.00

Building & Stall Rental:

\$45.00 per stall for 2 day show

– minimum of 40 stalls

Electrical Hookup:

\$45.00 for weekend.

Open Riding: TBD
One night per week
\$5.00 per horse.

Meeting Room & Outdoor Spaces

- Community room offers space for:
 - Birthday parties, meetings, etc.
- Other Events
 - Auto shows, auctions and our local County Fair Events.
- A large paved parking lot provides an ideal outdoor dance floor for summer months.

To book an event, please call the Arena Manager

Tim Hogan at 507-822-0514.

He will help you determine which rental plan
will be the most cost efficient for your group.

Indoor Arena Events



MEMORANDUM



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

TO: City Council
FROM: City Administrator 
DATE: March 28, 2023
RE: Urban Deer Hunt Discussion

At the March 14, 2023 City Council meeting discussion was held on the possibility of working with the MN DNR on a special archery urban deer hunt for the City of Windom. The City Council voted to pursue an application with the DNR.

During the City Council discussion several questions were asked so this memo is a reply to those items. Additionally, staff is seeking City Council direction on some of the items below.

1. Could the hunt include private properties?

- i. MN DNR says that special hunts can be done with the inclusion of private property in certain circumstances, but advised the City to consider public property at this time.

2. Minimum age of archery hunters?

- i. The City of Blue Earth's program permits archery hunters age 18+. The MN DNR does not have a minimum age requirement for special archery hunts. They do concur that having a proficiency test is an important aspect.

3. Dates for the Special Urban Deer Hunt?

- i. The MN DNR prefers that the normal archery season (September 16 – December 31 for 2023) be utilized; however, the City may apply for a shorter timeframe.

4. Any additional City liability insurance coverage needed to permit?

- i. Staff has contacted the League of Minnesota Cities for a review.

5. Will Mayflower Park be closed during the Special Urban Deer Hunt?

- i. To reduce liability and potential for conflicts with park users, staff has suggested that the Park could be closed for the duration of the hunt. This may also be dependent on the dates for the hunt.