

Council Meeting
Tuesday, August 15, 2023
City Council Chamber
6:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda

- Minutes
 - Council Minutes– August 1, 2023
 - Utility Commission – July 26, 2023
 - Joint Government Meeting – July 31, 2023
 - Park & Recreation Commission – August 9, 2023
- License & Permits
 - Amplification Permit
 - American Lutheran Church – Worship/Lions/Pancake Feed – Sept. 10, 2023
- Regular Bills

2. Department Heads

3. Windom Area Health

- Presale Report – Bonding for Medical Office Building
- Resolution Calling for Public hearing – Sept. 5, 2023 – Qualified 501(c)3 Bonds
- Resolution Establishing Parameters and Authorizing Ehlers to Proceed with Bond Sale

4. Electric Generation Project Rebid

5. Resolution Accepting Dedications of Street Easements – New Cul-De-Sac

6. Police Department Body Camera Audit

7. Street & Park Camera Proposal and Recommendation

8. Liquor Store Addition - Rejecting Bid - Project Rebid

9. 2023 State Airport Environmental Assessment Grant Agreement – Resolution

10. State Appropriation Update - Resolution

11. Personnel

- Police Officer Hiring Recommendation
- Liquor Store Clerk Hiring Recommendation

12. Contractor Payments

- Fuel Tank Replacement Project – Minnesota Petroleum Service, Inc. Final - \$16,576.26
- Transmission Line Reconstruction – IES Commercial Inc. Pmt #1 - \$221,159.83

13. New Business

- Budget Workshop Dates

14. Old Business

15. Council Comments

16. Adjourn



**Regular Council Meeting
City Hall, Council Chamber
August 1, 2023
7:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones

2. Roll Call:

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

Council Absent:

City Staff Present: Steve Nasby, City Administrator; Ryan Anderson,
Water\Wastewater Superintendent; Andy Spielman, Building
Official; Jason Sykora, Electric Superintendent; Cheryl
Ulferts, Finance Director and Scott Peterson, Police Chief.

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
 - City Council Minutes – July 18, 2023
 - Housing & Redevelopment Authority – June 14, 2023 and July 12, 2023
 - Park & Recreation Commission – July 12, 2023
 - Telecom Commission – July 17, 2023
 - Community Center Commission – July 17, 2023
- Licenses & Permits
 - Amplification Permits
 - Lubben\Koch Wedding – Tegel's Park – August 26, 2023
 - Lion's Club – Tegel's Park – September 16, 2023
 - Temporary Liquor License – September 16, 2023
- Regular Bills

Grunig noted a typo in the Parks & Recreation minutes that needed to be corrected.

Motion by Benson second by Quade approving the Consent Agenda with the typo correction. Motion carried 5 – 0.

5. Department Heads:

None.

6. Second Reading Ordinance No. 196 2nd Series – Land Use Code Revision:

Andy Spielman, Building Official, said that the Council had the first reading on July 5th and there were no comments or changes. He said the actions requested are the passage of the second ordinance reading and approval for a title and summary publication as the ordinance is lengthy.

Jones said the public hearing and first reading have both been completed and asked if Council had any additional questions.

Motion by Grunig second by Esplan to approve the 2nd Reading of Ordinance No. 196, 2nd Series. Motion carried 5 – 0.

Motion by Benson second by Grunig to approve the publication of the title and summary. Motion carried 5 – 0.

Jones and the Council thanked the Planning Commission, Andy and Mary for all their work on this code revision.

7. 2022 City Audit:

Ryan Schmidt, Schlenner Wenner & Co. introduced himself and said their firm completed the audit and is offering an unmodified “clean” opinion and there were few audit adjustments. He then reviewed a PowerPoint presentation of audit highlights. He noted that the new GASB87 rule applied this year to all leases longer than one year so those are new to the audit. There were no findings for the legal compliance reviews completed. The General Fund balance was up about \$104,000 putting the reserve balance at 59.3% which is in the City Council’s policy of 35-60% reserves. Wastewater, Electric, Telecom and Liquor funds were all stable major funds. The hospital had a large increase in net position of \$7.9 million. The Telecom fund was still in deficit, but the amount went down from \$308,000 to about \$70,000. Government assets were steady. Debt was lower due to principal paid down in 2022 and no new debt issued with future debt payments decreasing overtime. GASB96 will go into effect next year which is subscription based IT arrangements such as software agreements.

Jones asked about the hospital’s large increase. Schmidt said it was mostly income from operations going up \$4.2 or \$4.6 million but this could include grants or other one-time income.

Grunig asked if all the text is required. Schmidt said it is all required.

Motion by Benson second by Esplan to accept the 2022 audit. Motion carried 5 – 0.

Quade thanked Cheryl Ulferts, Finance Director, and her staff for all their work and the good audit.

8. Hospital Board Finance Discussion Continued:

Shelby Medina, CEO and John Peyerl, CFO, introduced themselves.

Jones asked if WAH had any follow up to the audit information just presented. Peyerl said that it was a good year for income and there was forgiveness of the federal PPP funds and COVID funds in the 2022 totals.

Peyerl said that the Medical Office Building (MOB) financing is getting closer to being finalized as Ehlers Associates provided the options to the Hospital finance committee. There is a Special Hospital Board on August 3 to make a recommendation on financing and review the pre-sale report. The Hospital Board recommendation will come to the City Council on August 15 and a request for permission to start the project and demo the clinic. They are planning on using \$10 million in cash and \$20 million in debt financing for the project.

Benson asked about starting the project before financing is done. Peyerl said the feasibility study is done and have financing options with a path forward. They have a fall start planned and want to keep to the schedule.

Grunig asked about financing rates going higher in the future and what is the thought on that. Peyerl said that they are planning on locking in rates 5-6%, which are still historically on the low end and have a call feature so the bonds could be paid off or refinanced if the market changes.

Jones said the USDA funding offers loans at a lower rate so why not use USDA? Peyerl said that USDA is 3.75% interest but their review and approval process is long and that delay would raise the project costs by \$3-4 million. Additionally, the USDA rules such as Buy American also raises prices. Last, the USDA could not commit to a fall approval to get the project started. The project material costs will go up 5-6% and construction management will also go up. There is an additional cost for lost revenue with a project delay as the current space is too small to accommodate their growth.

Medina said they are out of space and the outreach clinic generates other service revenue for things like labs, rehab or x-ray. CMS also has a problem with the combined uses for spaces. WAH has a new surgeon coming in November 2023 and they need to locate those services. There are also three outreach providers wanting more space and ability to add more days per month to their practices at WAH due to long waits by patients for services.

Jones noted the plans for potential additional revenue to WAH with these new or expanded provider services, but the Council needs to address the financial risks to the taxpayers. He added that the presentation from the financial advisors and the rates they can get will be key and he feels that USDA is still an option. Medina replied that USDA officials said it could take 6-7 months for a review process and delays in getting providers could lead to them going elsewhere. She noted that WAH serves more than the Windom community as it attracts people outside to WAH. Jones said that the Council needs to ask questions and make sure the answers are available so the public knows that due diligence has been done for a decision.

Benson asked what happens if WAH is not able to attract or expand the services that are counted on to fill the MOB. Medina said that they should have all providers ready to go when the MOB is done, but with new providers there are also others that follow.

Jones asked when the MOB is scheduled to be completed if the Council gives an okay to proceed on August 15. Medina said that the plan is to start demolition in mid-September and the MOB will take 18 months to complete, but some spaces on the first and second floor may be ready sooner. They have a signed letter of intent from Sanford Clinic.

Benson asked about disruptions to existing providers and services. Medina said everyone will feel some level of disruption and WAH will do what it can to minimize it. Benson noted that the issue of staffing is a challenge everywhere so will WAH find the additional staff needed? Medina said they will focus on clinical services and staffing first, but some administrative or office work could be contracted out. WAH is getting three international nurses as well.

Nelson asked about the Sanford management. Medina said WAH is managed, not owned, by Sanford and no profits are given to Sanford. They do cooperative purchasing, recruitment and other things jointly. Nelson said that \$30 million is a lot of money and that the federal government is seeking higher interest rates and inflation so recession could be coming. Medina replied that \$30 million is a large number but feels the hospital repayments will be covered by new services, providers and increased supplemental services. Everything is a risk and she's 99.8% positive and they need to be willing to take that risk.

Grunig asked what the term would be for the bonds. Peyerl said 20 year bonds.

Jones thanked them for attending and that the Council would have this on the August 15 agenda.

9. Resolution Bid Award – Rolling Green Forcemain Project:

Ryan Anderson, Water\Wastewater Superintendent, said that there was a leak in the line leaving the lift station which pipes wastewater to a manhole along 4th Avenue. This segment of the system runs along Highway 62, goes under the river and then to the manhole. The project was bid to do the non-river crossing sections independently and alternately to underground bore the whole length from the lift station to the manhole including the river crossing. The line is recommended for replacement and the Utility Commission is recommending that the alternate of boring the entire segment be completed for \$194,996.

Council Member Grunig introduced the Resolution No. 2023-31, entitled “A RESOLUTION AWARDING THE CONTRACT FOR THE DES MOINES RIVER FORCEMAIN CROSSING”. The Resolution was seconded by Benson and on roll call vote: Aye: Quade, Nelson, Grunig, Esplan and Benson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

10. DGR Engineering – Task Order – Liquor Store Addition:

Nasby said this is a project task order for the civil engineering work related to the liquor store remodel and addition. The City is hiring the engineering work directly and the task order is for a not to exceed amount of \$14,000.

Motion by Benson second by Nelson to approve the task order with DGR Engineering for the liquor store remodel and addition project. Motion carried 5 – 0.

11. Resolution Expressing Intent to Reimburse Expenditures – Electric Generation Project:

Nasby said that the Electric Department and Utility Commission have been working on the generation project for the last year and the project is to the point of bidding the building and getting delivery of equipment. The financing has been discussed by the Utility Commission the last couple months and the bonding process will be moving ahead in September. This resolution permits the City to reimburse itself from bond proceeds if any costs are incurred prior to the bond placement.

Council Member Benson introduced the Resolution No. 2023-32, entitled “RESOLUTION MAKING A DECLARATION OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS SECTION 1.150-2”. The Resolution was seconded by Esplan and on roll call vote: Aye: Quade, Nelson, Grunig, Esplan and Benson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

12. State Appropriation Update:

Nasby said the staff is still working with State agencies on the funding and formation of a grant agreement. Contacts have been made with the Commissioner of Revenue, Commissioner of Ag, Deputy Commissioner of DEED, Governor’s office and both Senator Weber and Senator Rest. A meeting with the Governor has been set up for August 2nd at Farmfest. More information will be coming shortly and there may be a Special City Council meeting to address a grant agreement with the State and consider the pass through of funds via a loan to the Windom Apartments.

13. Resolution – Authorizing Application for Grant Navigation Support:

Nasby said that the City is working on a federal grant for a clean energy demonstration project in conjunction with the City of Blue Earth. Our grant concept paper was one of only a few nationally that was encouraged to apply. To get the federal grant written and submitted a firm was retained to do the grant writing at a cost of \$15,000. The cities of Windom and Blue Earth requested some assistance from the League of Minnesota Cities to cover the grant costs. The League will fund \$5,000 per city to help cover the costs. This resolution authorizes the acceptance of these funds.

Council Member Esplan introduced the Resolution No. 2023-33, entitled “RESOLUTION MAKING A DECLARATION OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS SECTION 1.150-2”. The Resolution was seconded by Grunig and on roll call vote: Aye: Quade, Benson, Grunig, Esplan and Nelson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

14. Personnel:

Jones said the Liquor Store Manager is recommending the hiring of Tamara Griesse for a part-time clerk position at a rate of \$12.50/hour with an increase to \$13.25/hour after six months.

Motion by Benson second by Quade to hire Tamara Griesse at a rate of \$12.50/hour with an increase to \$13.25/hour after six months. Motion carried 5 – 0.

Quade said the liquor store has a high turnover in clerks as this is a second job for a lot of people and they do it as long as they need the work.

Jones said there is a retirement letter in the packet from Cheryl Ulferts, Finance Director, that she submitted noting a year end date. The Council action is to accept the retirement letter and authorize advertising the position. He thanked Ulferts for all her work and for the length of notice so a replacement can be found.

Motion by Benson second by Quade to accept the retirement notice from Finance Director Cheryl Ulferts and to authorize staff to start advertising the position. Motion carried 5 – 0.

Ulferts said that she enjoyed her time with the City. She thanked the Council for their support and the City Office staff for their work.

15. Contractor Payment – Truck Garage Project #1 – Wilcon Construction:

Jason Sykora, Electric Superintendent, said the truck garage is on schedule and concrete would be poured this week. The pay request is for \$346,137.50 which has been reviewed by the engineer.

Motion by Grunig second by Nelson to approve pay request #1 to Wilcon Construction in the amount of \$346,137.50 for the Truck Garage Project. Motion carried 5 – 0.

16. New Business:

None.

17. Old Business:

None.

Preliminary

18. Council Comments:

Grunig thanked Andy, Mary and the Planning Commission for all the work that went into the land use code revision.

Benson thanked the public and law enforcement for their participation in Night to Unite and to Quade for her work in organizing the event.

Quade said Night to Unite was a success with good community participation. She thanked all the City departments that made the night possible. She congratulated Cheryl Ulferts on her retirement.

19. Adjournment:

Mayor Jones adjourned the City Council meeting by unanimous consent at 8:57 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

UTILITY COMMISSION MINUTES
Council Chambers
July 26, 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 (11:40 AM) and Glen Francis
Member Absent: None
City Council Liaison: Marv Grunig
Staff Present: Jason Sykora, Electric Superintendent; Eric Ward,
Water/Wastewater Foreman; Steve Nasby, City Administrator and Leesa
Arndt, Utility Billing/Analyst

Others Present: Dan Van Schepen, Project Engineer for DGR

APPROVE MINUTES

Motion by Francis second by Schwalbach to approve June 28, 2023 Minutes. Motion carried 2 – 0.

WATER/WASTEWATER ITEMS

Rolling Green Force Main Bid Tabulation and Recommendation

Van Schepen told the commission that the project had two bidders. The project was bid with a base along with an alternate due to the complexity of locating the crossings on either side of the river. DGR was contacted by one of the bidding parties to get further clarification of the scope of work. As such, the base bid of both parties varied greatly. Van Schepen further explained the alternate bids. This scope would connect the lift station to 4th Avenue with one consecutive line. DGR is recommending the bid alternate be awarded to Hodgman Drainage Co., Inc. in the amount of \$194,996.

Motion by Schwalbach second by Francis second by to recommend awarding the bid plus alternate for the Des Moines River Forcemain Crossing in the amount of \$194,996 to Hodgman Drainage Co., Inc. Motion carried 2 – 0.

Service Connections First Avenue

Ward said two adjacent properties on First Avenue had a shared sewer line that was discovered as collapsed. A contractor is working with the two businesses and individual lines are being connected to the sewer main. Staff also replaced a water curb box for future service.

Other Water/Wastewater Items

None.

Ward left the meeting at 10:23 AM.

ELECTRIC ITEMS

Truck Shed Addition Pay Request #1 and Project Update

Sykora let the Commission know that everything that is in the pay request has been completed. He will work with the contractor on future payments as pay approval has to go through the

Utility Commission and City Council. The project is on schedule and cement will be poured for floors next week.

Motion by Schwalbach second by Francis second by to approve Pay Request #1 in the amount of \$346,137.50 for the Truck Shed Addition Project. Motion carried 2 – 0.

Transmission Line Project Update

Sykora stated that the contractors are placing laminate poles (some up to 91'). The crew has been working longer hours to complete the project timely. Sykora explained that there was an outage on Monday the 24th due to a 3-phase breaker that was blown inside a service tub. Locating this outage was more complex due to the transmission project as some services are being back fed.

Generation Plant Project Update

Sykora mentioned the pre-bid opening meeting held on July 18th. He noted good attendance and lots of project interest. The bid opening has been extended to August 9th.

Rate Study

Sykora will seek a rate study this fall. The processing plant future and bonding outcome for the generation plant project needed for more accuracy.

Generation Plant Project Bonding

Todd Hagen (video conference), Senior Municipal Advisor for Ehlers Financial Advisors, presented financing options for the generation plant project. He explained the differences of pursuing electric revenue bond or a general obligation tax abatement bond. Hagen has reached out to potential buyers and will present more information when finalized costs are determined. Nasby went over the current electric projects and costs. It was suggested that additional bond dollars be added to the bond amount to assist in covering costs and operations. These monies may be used to reimburse ourselves if they are used for bank qualified options.

Riordan entered the meeting at 11:40 AM.

MOU Agreement for the Department of Energy Application

Nasby requested approval of the MOU between the City of Windom and City of Blue Earth for the Department of Energy Grant Application. The agreement has Windom listed as the lead applicant and allocations listed for the potential grant dollars. Sykora went through the items Windom would use the dollars for. Budgeted dollars and labor costs will qualify for the grant match requirement. Applicants will be notified after November 9th if their application was approved.

Nasby did state Windom received \$5,000 from the League of MN Cities towards the application cost to cover grant writing expenses.

Motion by Francis second by Riordan to approve the MOU Agreement between the City of Windom and the City of Blue Earth for the Department of Energy Application. Motion carried 3 – 0.

Itron Software Maintenance Quote

Motion by Francis second by Riordan to approve the annual maintenance agreement with Itron. Motion carried 3 – 0.

REGULAR BILLS

An additional DGR bill was distributed to the commission.

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

OLD BUSINESS

None.

NEW BUSINESS

Sykora received a letter from MISO predicting a system wide shortage in capacity starting in 2025. One reason for the shortage is that MISO is re-evaluating how solar capacity is accredited.

The next regular meeting was set for August 23rd at 10:00 in the City Council Chambers. A special meeting was set for August 15th at noon.

ADJOURN

Schwalbach adjourned the meeting at 12:05 PM.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

Joint Government Meeting Minutes
July 31, 2023
Storden Community Center – 312 America Street
5:30 p.m.

1. **Call to Order:** City of Storden

2. **Roll Call:** James Westerman (City of Storden)
Ryan Sokolofsky (City of Bingham Lake)
Dean Janzen and Michael Mueller (City of Mountain Lake)
Dominic Jones, Jenny Quade and Steve Nasby (City of Windom)
Larry Anderson and Kelly Thongvivong (Cottonwood County)
Jamie Frank (Windom School)

3. **Brief Updates on Projects\Activities:**

Westbrook – Day care open in the Westbrook school.

Red Rock Central School – new building to be built in Lamberton.

Mountain Lake – feasibility study went well for new hotel and have \$1.6 million in local investments. Car wash open and will have laundromat and pet-wash. Working on a meat processing company with a retail store and a warehouse for Milk Specialties.

Bingham Lake – their tile project is on-hold to look for more funding. A house was moved into town and another is under construction. Some additional interest in housing.

Windom – have several electric utility projects underway including a generator building, new generation units, transmission line re-build and new truck garage. Also applying for a federal Dept of Energy grant for \$22 million with the City of Blue Earth. National Night Out is August 1st and events will be held on the downtown square.

Storden – working on new water supply with Red Rock Rural Water. Storden Days last weekend was successful.

4. **Broadband Feasibility Study Update**

Cottonwood County said the feasibility study has been completed and they have signed an MOU with Federated Coop to provide services. Grants are being researched and submitted. Finley Engineering is working on the project plans.

5. **THC\Cannabis Discussion & Plans for Licensing\Regulation:**

The County has drafted an ordinance covering cities and townships and that will go to public hearing in the near future. The ordinance will have limits on locations by schools, churches, etc. but will not have any limits on the number of retail outlets.

6. **County Highway Shop Update:**

An engineer and architect have been hired and they are estimating the cost to be \$10-13 million.

7. Environmental Center:

Windom Area Schools received a \$100,000 grant to do clean up in the Environmental Center and got volunteer labor from Toro. There will be a new bridge, lighting and benches. An outdoor classroom will also be included with the improvements.

8. Hiring Challenges:

A lot of retirements and resignations at the school so there are open positions and it is getting tougher to hire help. Markets have shifted to higher costs. Others are experiencing the same problems with recruiting a workforce.

9. Pork Plant Update:

The facility had been sold through the Bankruptcy Court to Iowa Premium Pork, who has a facility in Luverne. The new owner is evaluating their options and have not made any commitments as to re-starting the plant nor hiring. In early September there should be some additional information as the new owners had said their evaluation of the facility would take approximately 60 days.

10. Windom State Appropriation:

Due to the pork plant closure, loss of 1,007 jobs and other challenges the State Legislature appropriated \$14 million to the City of Windom and Windom Schools. \$10 million is earmarked for the completion of the workforce housing, \$2 million is for repayment of a wastewater loan representing Hylife's share of the debt, \$1 million is for recruitment\job creation\equipment for a new plant operation and \$1 million to the Windom Schools for transitional aid based on student enrollment losses. The State money has been tied up in red tape through three State agencies and the City has not yet gotten any of the funding. The City is meeting with the Governor on Wednesday to move this forward.

11. Ideas for Future Topics or Guest Speakers:

Maybe local legislators could be invited to provide information to the group on common topics such as State aids, laws, etc.

12. Old Business:

None.

13. New Business:

Question if any jurisdictions had estimated 2024 property tax levy numbers. Too early in the budget process for any levy estimates.

14. New Business:

Meeting dates for the group would remain the 5th Monday of a month and be at 5:30 pm. The next meeting would be October 30th. The City of Bingham Lake offered to host the next meeting at their Community Center.

15. Adjourn:

Meeting adjourned at 6:24 pm.

Windom Park & Recreation Commission

Agenda for Wednesday, August 9th, 2023

City Hall Council Chambers

Call the Meeting to Order at 5:30 p.m. Meeting was called to order at 5:31pm by Johnson.

- 1. Motion to Approve or amend agenda:** Kuecker wanted to add discussion about Island Park and Chmielewski wanted to talk about opportunities for the skate park. Johnson would add these items to Commission Comments. Johnson asked for a motion to approve the amended agenda. Motion was made by Kuecker and a second was made by Smith. Motion carries.
- 2. Approve Minutes from July 12th, 2023:** Motion to approve the minutes from July 12th was made by Jurgens and second was made by Pam Hogan. Motion carries.
- 3. Luke Ewald: Grant Opportunities:** Luke Ewald with Public Health was at the meeting tonight to talk about grant opportunities he can assist our commission with. Ewald reviewed Windom's comprehensive plan with the commission. Ewald said that this was completed back in 2018 and that most if not all of the commission that completed the plan are no longer on the commission and wanted to share what was talked about at that time. Ewald talked about opportunities for walking trails, safe routes to school, curb extensions, rental equipment such as kayaks and bikes. Tim Hogan added that the purposes of having Ewald speak tonight was to know that if the commission or public has ideas on potential improvements or projects that he is a source to help with funding and that it doesn't have to fall on the City to pay for everything for certain projects. Information was well received by the commission and plans are to work with Ewald in the future to help fund some projects.
- 4. Tegels Park Shelter:**
 - a) Shelter Rental Agreement Revisions: Tim Hogan reviewed the Tegels Park Shelter rental agreement with the commission with some changes that were talked about at the previous meeting. Hogan noted that he had moved some things around to clarify the half and full day rental times as well as the damage deposit. Hogan and Ketzenberg said that additional signage will also be going up in the shelters as well. Hogan said he will finalize the agreement so it will be ready for when the Lions Club gifts the shelter to the City.
 - b) Amplification permits/City Code Review: Hogan advised the commission that this item is being brought to the commission for review and discussion based on private party shelter rentals. Hogan said that there is a reservation for a wedding reception in August and that they applied for an amplification permit to have a DJ to play music at the reception. Hogan said that the City Council approved that permit at the last City Council meeting. Ketzenberg read through the noise ordinance with commission and discussion was held about the amplification permit. Hogan said that residents have reached out to City Hall with concern about amplification permits being approved by the City Council for private events based on the language in the City Code. City Code has language that amplification permits are for Community events and Charitable gatherings but does not specifically say that they are for private party events. Discussion was held and Quade said that the City Council has approved amplification permits for private parties in the past and some have included private residences. Ketzenberg said that he would like to see that the park hours are followed if

amplification permits are allowed for private parties in the parks. Community Events could be extended hours but for private events that they must be within the park hours. Discussion was held that if a private event wants to have music and alcohol until midnight or 1:00am that they would need to go to the Community Center for events like that. Johnson said that he believes that this is a matter for Council and the City Attorney. Commission decided not to take any action on this matter and that the Council would need to discuss with the City Attorney.

5. Recreation Director report:

- a) Pool: Burbach Aquatics Feasibility Study: Hogan said that he has costs from Burbach Aquatics for feasibility study and referendum assistance that he will be presenting to the City Council at the upcoming budget session. Hogan said the goal is get this out to the council and to the public for vote on a new pool. Hogan said he went with the company Burbach Aquatics based on their assistance with the referendum assistance option. Hogan said feasibility studies have been done in the past and we know the condition of the pool so we need to get this to the next level and let the public vote on the matter.

6. Park Superintendent Report:

- a) Parks Update:

Ketzenberg updated the commission that Richard Barnett with Barnett Pro Care is adopting Abby Park. Ketzenberg also said the bathroom partitions are in at the Tegels Park Shelter and there are just a few small check list items that they need to take care of before it is gifted to the City. Ketzenberg said he believes that the Lions Club is having a ribbon cutting event on September 16th.

Ketzenberg brought in a quote from Freedom Security for the new cameras that will be installed at Tegels Park on the new shelter. The cost came in at \$7,901.13. Ketzenberg said he would like a recommendation to bring this to City Council for approval. Kuecker asked if the cameras record the video and that if the City notices damage or an issue that then the video is reviewed. Ketzenberg said that the record motion and that then if there is a problem it is reviewed. Kuecker asked how long the video is stored in the system. The time line is not known but assumed that it may be a 30-day storage before it is looped over for new video. Ketzenberg added that if there is an issue and the Police are involved that it is saved and secured with a Chain of Custody that is labeled with a case number. Motion was made by Kuecker to recommend City Council to approve the costs for the new cameras and there was a second by Smith. Motion carries.

Ketzenberg also updated the commission that there has been discussion at department head meeting on the new cannabis laws. Law enforcement has recommended that all City Parks have no smoking signs posted. This would include tobacco and cannabis. Law enforcement said the reason for this is that now that they are both legal we cannot tell an individual that they cannot smoke marijuana at the park but someone can smoke a cigarette. All City Parks do have no Tobacco signs posted but Ketzenberg said that new signage will be going up. Ketzenberg also updated the commission that the DNR approved the City's Special Deer Hunting application. The locations that were approved were the old City dump land, Mayflower Park and Ringo park. The City Council will still need to approve if they are going to use all locations that were granted. The Council has not decided on the Ringo Park location.

7. Old Business: None

8. New Business: None

9. Commission Comments: Kuecker talked about the volunteer trees growing along the river. Ketzenberg said he is going to have his staff go and clean up along the river but doesn't want to take out all the trees otherwise the river is going to eat away the bank. Kuecker said that the MN Conservation Corp would be a good contact to help with cleaning it up. Kuecker said the cut everything back and apply a herbicide so they do not grow back. Ketzenberg said that he would look into it. Kuecker also wanted to know about the campers down at island park. Kuecker said one advertises tattoos and thought this party may be dodging the ordinance regarding tattoo parlors in the city. Discussion was held on whether or not tattoos are being done inside the camper in the park or if individual drives to people's residences to do the artwork. At this point nobody has noticed other vehicles down by her camper or have any knowledge that anyone is conducting business out of the camper in the park.

Chmielewski updated the commission about potential grant opportunities for the skate park and different grants available. Chmielewski asked the commission for a blessing to apply for the grants to make improvements to the skate park. Commission agreed to have Chmielewski work on the grants.

10. Adjourn meeting. Meeting was adjourned at 7:01pm by unanimous consent.

11. Next Meeting September 13th @ 5:30 in the City Council Chambers

City Council



Windom, MN

Expense Approval Report

By Fund

Payment Dates 7/29/2023 - 8/11/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
WINDOM COUNTRY CLUB	22 JULY, 2023	08/09/2023	CITY APPRECIATION EVENT	100-11506	160.31
SANFORD HEALTH	318404277	08/01/2023	CITY HALL/WELLNESS SCREEN	100-11506	30.00
WINDOM AREA HEALTH	734-0046-07-2023-0046	08/09/2023	CITY/WELLNESS SCREENING &	100-11506	691.00
WINDOM AREA HEALTH	734-0046-07-2023-0046	08/09/2023	CITY/WELLNESS SCREENING &	100-11506	189.00
VINCENT JOSHUA LABRA	15405-0 CREDIT	07/12/2023	CREDIT REFUND	100-20191	46.06
MINNESOTA RUSCO	08-08-2023	08/09/2023	BUILDING PERMIT/PROJECT C	100-32210	224.75
MINNESOTA RUSCO	08-08-2023	08/09/2023	BUILDING PERMIT/PROJECT C	100-32211	7.40
					1,348.52
Activity: 41110 - Mayor & Council					
US BANK	20230731	08/03/2023	SITEGROUND	100-41110-326	90.00
US BANK	20230731	08/03/2023	Zoom Meeting	100-41110-326	17.09
US BANK	20230731	08/03/2023	SITEGROUND	100-41110-326	767.76
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-41110-326	24.17
CITIZEN PUBLISHING CO	20230731	08/07/2023	Did you know Pool	100-41110-350	240.75
CITIZEN PUBLISHING CO	20230731	08/07/2023	Financial Report	100-41110-350	1,326.40
CITIZEN PUBLISHING CO	20230731	08/07/2023	Did you know Windomnet	100-41110-350	240.75
CITIZEN PUBLISHING CO	20230731	08/07/2023	Closed 4th of July	100-41110-350	46.00
COTTONWOOD CO ASSESSOR	08-2023 - 08-2024	08/08/2023	BEACON SUBSCRIPTION/CITY	100-41110-433	50.00
US BANK	20230731	08/03/2023	Things Remembered - Employ	100-41110-434	264.18
WINDOM COUNTRY CLUB	22 JULY, 2023	08/09/2023	CITY APPRECIATION EVENT	100-41110-434	1,111.50
WINDOM LIONS CLUB	08-09-23	08/09/2023	PARK SHELTER DONATION	100-41110-490	5,300.00
Activity 41110 - Mayor & Council Total:					9,478.60
Activity: 41310 - Administration					
SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	100-41310-131	9.00
INDOFF, INC	3664028	07/25/2023	CITY HALL/SUPPLIES	100-41310-200	25.37
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	100-41310-217	108.84
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-41310-321	68.76
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-41310-326	300.10
Activity 41310 - Administration Total:					512.07
Activity: 41910 - Building & Zoning					
SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	100-41910-131	1.80
US BANK	20230731	08/03/2023	Runnings - Supplies	100-41910-200	70.49
BRENT JAMES HOGEN	23202	08/09/2023	B&Z/SUPPLIES	100-41910-200	111.00
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	100-41910-212	96.32
SCHRAMMEL LAW OFFICE	JULY, 2023 P & Z	08/08/2023	B & Z/LAND USAGE CODE	100-41910-304	210.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-41910-321	57.00
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	100-41910-321	41.12
COTTONWOOD CO ASSESSOR	08-2023 - 08-2024	08/08/2023	BEACON SUBSCRIPTION/B&Z	100-41910-433	50.00
US BANK	20230731	08/03/2023	MN Dept of Labor BP Surchar	100-41910-443	1,261.85
Activity 41910 - Building & Zoning Total:					1,899.58
Activity: 41940 - City Hall					
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-41940-381	520.06
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-41940-382	58.36
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	100-41940-383	59.77
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-41940-385	123.32
MELISSA PENAS	JULY 2023	08/02/2023	CLEANING	100-41940-406	391.00
SANDRA HERDER	JULY 2023	08/02/2023	CLEANING	100-41940-406	207.00
Activity 41940 - City Hall Total:					1,359.51
Activity: 42120 - Crime Control					
SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	100-42120-131	14.40
INDOFF, INC	3663517	07/20/2023	POLICE/SUPPLIES	100-42120-200	63.18
INDOFF, INC	3664184	07/25/2023	POLICE/SUPPLIES	100-42120-200	73.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	100-42120-212	-28.83
KWIK TRIP INC & SUBSIDIARIE	JULY 2023	08/09/2023	MOTOR FUEL	100-42120-212	340.48
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	100-42120-212	1,538.49
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	police	100-42120-215	44.99
STREICHER'S, INC	I1645892	08/02/2023	POLICE/UNIFORMS	100-42120-218	940.82
STREICHER'S, INC	I1646597	08/09/2023	POLICE/UNIFORMS	100-42120-218	54.99
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-42120-321	40.61
AT & T MOBILITY	287293102788X08032023	08/09/2023	POLICE/TELEPHONE	100-42120-321	692.71
HUNTER BRAUN	07-24-23	08/02/2023	POLICE/TRAVEL	100-42120-331	147.38
NORTHWINDS PET RESORT, LL	CQprvf-3235	08/09/2023	POLICE/BOARDING	100-42120-334	96.00
CITIZEN PUBLISHING CO	20230731	08/07/2023	Police Drink & Drive	100-42120-340	78.00
US BANK	20230731	08/03/2023	easy id card	100-42120-350	26.45
TACTICAL SOLUTIONS	9517	08/02/2023	UNIFORMS/MAINTENANCE -	100-42120-404	279.00
COTTONWOOD CO AUD/TREA	AUG RENT	07/18/2023	RENT	100-42120-412	2,050.00
SCB PUBLIC FINANCE	08-14-2023	07/25/2023	40049-01/5-60/VEHICLE LEAS	100-42120-419	1,054.07
FORD MOTOR CREDIT CO LLC	9482800	08/09/2023	POLICE PAY OFF 2019 FORD	100-42120-419	3,924.19
ENTERPRISE FM TRUST	FBN4814604 POLICE	08/08/2023	POLICE/VEHICLE LEASE	100-42120-419	791.78
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Police other maint	100-42120-480	19.99
SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	100-42120-480	1.80
Activity 42120 - Crime Control Total:					12,244.40

Activity: 42220 - Fire Fighting

COTTONWOOD CO ASSESSOR	08-2023 - 08-2024	08/08/2023	BEACON SUBSCRIPTION/FIRE	100-42220-200	50.00
US BANK	20230731	08/03/2023	AMAZON	100-42220-200	30.22
ARAMARK	2560151989	07/18/2023	FIRE/SUPPLIES	100-42220-211	48.48
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	100-42220-212	336.71
US BANK	20230731	08/03/2023	HEIMAN FIRE EQUIPMENT	100-42220-215	137.75
US BANK	20230731	08/03/2023	FIREWIRE PERFORMANCE	100-42220-215	921.55
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	100-42220-217	63.49
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-42220-321	42.36
ALPHA WIRELESS - MANKATO	21604	08/02/2023	FIRE/RADIO UNITS	100-42220-323	218.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-42220-381	423.32
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-42220-382	13.78
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	100-42220-383	300.72
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-42220-385	31.38
HEIMAN FIRE EQUIP. CO	0922617-IN	07/20/2023	FIRE/MAINTENANCE - OFFICE	100-42220-404	75.91
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Fire Maint Office	100-42220-404	2.48
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Fire maint office	100-42220-404	67.98
US BANK	20230731	08/03/2023	Northstar Flag & Flag	100-42220-406	197.82
Activity 42220 - Fire Fighting Total:					2,961.95

Activity: 42500 - Civil Defense

ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-42500-381	32.97
Activity 42500 - Civil Defense Total:					32.97

Activity: 43100 - Streets

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	100-43100-131	7.20
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	100-43100-212	-17.34
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	100-43100-212	364.11
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-43100-217	70.00
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	100-43100-217	63.49
FULLER PAVING	1419	08/09/2023	WATER/STREET/REPAIR	100-43100-224	2,284.00
DUININCK	556120	08/07/2023	STREET/STREET MAINTENANC	100-43100-224	2,540.80
DUININCK	556134	08/07/2023	STREET/STREET MAINTENANC	100-43100-224	1,281.60
COUNTRY PRIDE SERVICE	9023095	07/18/2023	STREET/STREET MAINTENANC	100-43100-224	60.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-43100-321	45.83
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	100-43100-321	41.94
COTTONWOOD CO ASSESSOR	08-2023 - 08-2024	08/08/2023	BEACON SUBSCRIPTION/STRE	100-43100-326	50.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-43100-381	285.59
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-43100-381	1,261.35
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-43100-382	19.70
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	100-43100-383	61.66

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ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-43100-385	41.89
				Activity 43100 - Streets Total:	8,461.82
Activity: 45120 - Recreation					
US BANK	20230731	08/03/2023	PLAYPASS BUSINESS	100-45120-217	9.50
TIM HOGAN	7-14-2023	08/01/2023	MITES TOURNAMENT	100-45120-217	160.00
TIMOTHY F SNYDER	8-1-2023	08/08/2023	UMPIRE-CONTRACT	100-45120-217	150.00
ALEX ALTMAN	8-1-2023	08/08/2023	UMPIRE CONTRACT/11 GAME	100-45120-217	550.00
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	100-45120-217	13.60
				Activity 45120 - Recreation Total:	883.10
Activity: 45202 - Park Areas					
SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	100-45202-131	1.80
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	park	100-45202-200	4.99
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Parks	100-45202-211	7.17
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Park cleaning supplies-bathro	100-45202-211	121.97
SCHILLING SUPPLY COMPANY	927004-00	08/07/2023	STREET/CLEANING/SUPPLIES	100-45202-211	343.93
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	100-45202-212	561.17
GLOBAL CHEMICALS, INC.	1326425-89	08/02/2023	STREET/CHEMICALS	100-45202-216	464.48
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Park small tools	100-45202-241	8.59
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-45202-326	266.67
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-45202-381	683.48
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-45202-382	8,705.89
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	100-45202-385	195.94
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Park main structure	100-45202-402	8.59
BRENT HANSON	9843	08/07/2023	STREET/MAINTENANCE - STR	100-45202-402	99.00
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Parks	100-45202-404	1.35
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Parks	100-45202-406	44.90
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	PARKS	100-45202-406	30.98
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	parks	100-45202-406	77.48
				Activity 45202 - Park Areas Total:	11,628.38
				Fund 100 - GENERAL Total:	50,810.90
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
US BANK	20230731	08/03/2023	Amazon - SWIVEL LANYARD	211-45501-200	125.25
DEMCO	7336385	08/01/2023	LIBRARY/SUPPLIES	211-45501-200	286.03
US BANK	20230731	08/03/2023	Amazon - BATH TISSUE	211-45501-211	48.07
US BANK	20230731	08/03/2023	AMAZON/SHIP GRANT	211-45501-217	740.98
US BANK	20230731	08/03/2023	AMAZON/SHIP GRANT	211-45501-217	127.98
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	211-45501-217	63.49
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	211-45501-321	166.67
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	211-45501-326	70.00
CITIZEN PUBLISHING CO	20230731	08/07/2023	shopper & citizen & digital	211-45501-350	106.77
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	211-45501-381	317.78
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	211-45501-382	20.16
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	211-45501-383	59.77
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	211-45501-385	43.35
US BANK	20230731	08/03/2023	Wave jk	211-45501-402	40.00
ARAMARK	2560149605	07/13/2023	LIBRARY/MAINTENANCE - OFF	211-45501-402	32.20
ARAMARK	2560154461	07/21/2023	LIBRARY/MAINTENANCE - STR	211-45501-402	32.20
SANDRA HERDER	JULY 2023	08/02/2023	CLEANING	211-45501-402	207.00
MELISSA PENAS	JULY 2023	08/02/2023	CLEANING	211-45501-402	391.00
US BANK	20230731	08/03/2023	NAT GEO KIDS	211-45501-433	30.00
US BANK	20230731	08/03/2023	Amazon	211-45501-435	19.96
US BANK	20230731	08/03/2023	Amazon	211-45501-435	37.94
				Activity 45501 - Library Total:	2,966.60
Activity: 49950 - Capital Outlay					
KARI HANSON	06-07-23	08/01/2023	LIBRARY/CAPITAL OUTLAY	211-49950-500	55.43
KARI HANSON	6-1-23	08/01/2023	LIBRARY REMODEL	211-49950-500	288.84

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LORRI COLE	JULY 2023	08/01/2023	LIBRARY/CAPITAL OUTLAY	211-49950-500	280.20
Activity 49950 - Capital Outlay Total:					624.47
Fund 211 - LIBRARY Total:					3,591.07

Fund: 225 - AIRPORT

Activity: 45127 - Airport

ELECTRIC FUND	7-1-2023 - 7-31-2023	08/07/2023	AIRPORT/MOTOR FUELS	225-45127-212	44.22
BEST OIL COMPANY	80094	08/02/2023	AIRPORT/JET FUEL	225-45127-264	12,284.32
SOUTH CENTRAL ELECTRIC	06-01-23 - 06-30-23	08/02/2023	ELECTRIC	225-45127-381	148.96
SOUTH CENTRAL ELECTRIC	06-01-23 - 06-30-23	08/02/2023	ELECTRIC	225-45127-381	324.00
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Airport operating supplies	225-45127-402	2.59
AM TRANSMISSION REPAIR O	1306	07/25/2023	AIRPORT/MAINTENANCE - OF	225-45127-404	118.51
Activity 45127 - Airport Total:					12,922.60
Fund 225 - AIRPORT Total:					12,922.60

Fund: 230 - POOL

Activity: 45124 - Pool

SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Pool office supplies	230-45124-200	52.95
HAWKINS, INC	6511808	07/18/2023	POOL/CHEMICALS	230-45124-216	1,360.06
AMAZON CAPITAL SERVICES, I	163M-PJ4D-G3WF	08/08/2023	POOL/SUPPLIES	230-45124-217	138.29
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	230-45124-217	203.33
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Pool operating supplies	230-45124-217	27.50
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	230-45124-217	13.60
JULIE DONCHEZ	JULY 21 2023	08/01/2023	DJ/SPLASH BASH	230-45124-217	200.00
US BANK	20230731	08/03/2023	Hy-Vee	230-45124-260	15.96
ATLANTIC COCA-COLA	3988950 CREDIT	07/18/2023	PARK & RECS/CONCESSIONIS	230-45124-260	-394.09
AH HERMEL COMPANY	982299/982299	08/01/2023	POOL/CONCESSIONIS	230-45124-260	586.49
AH HERMEL COMPANY	983459/983459	08/01/2023	POOL/CONCESSIONIS	230-45124-260	238.23
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	230-45124-321	61.97
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	230-45124-381	920.62
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	230-45124-382	1,536.21
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	230-45124-383	1,849.74
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	230-45124-385	48.68
US LBM OPERATING CO 3009	1902525	08/01/2023	POOL/MAINTENANCE - STRU	230-45124-402	6,187.50
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	pool	230-45124-402	22.58
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Pool maint structure	230-45124-402	37.56
HORIZON CHEMICAL CO. INC	INV47158	08/01/2023	POOL/MAINTENANCE - OFFIC	230-45124-404	1,383.56
Activity 45124 - Pool Total:					14,490.74
Fund 230 - POOL Total:					14,490.74

Fund: 235 - AMBULANCE

Activity: 42153 - Ambulance

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	235-42153-131	1.80
AMAZON CAPITAL SERVICES, I	13X3-6MPN-HPT4	08/07/2023	AMBOO/SUPPLIES	235-42153-200	25.70
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	235-42153-212	2,224.92
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	235-42153-212	-41.68
ESPENSON GROUP LLC	1511	08/07/2023	AMBO/OPERATING SUPPLIES	235-42153-217	240.00
US BANK	20230731	08/03/2023	SENSOR MEDIC	235-42153-217	199.99
US BANK	20230731	08/03/2023	MDMAXX	235-42153-217	506.05
ARAMARK	2560151989	07/18/2023	AMBO/SUPPLIES	235-42153-217	48.47
BOUND TREE MEDICAL, LLC	85023436	07/20/2023	AMBO/OPERATING SUPPLIES	235-42153-217	419.19
BOUND TREE MEDICAL, LLC	85028062	07/25/2023	AMBO/OPERATING SUPPLIES	235-42153-217	356.37
BOUND TREE MEDICAL, LLC	85041984	08/07/2023	AMBOO/OPERATING SUPPLIE	235-42153-217	950.97
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	235-42153-217	63.49
WINDOM AREA HEALTH	734-0024-06-2023-0024	08/07/2023	AMB/JUNE NURSING	235-42153-308	2,633.13
WINDOM AREA HEALTH	734-0024-07-2023-0024	08/07/2023	AMB/JULY NURSING	235-42153-308	3,690.41
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	235-42153-321	28.24
AT & T MOBILITY	287304392280X08032023	08/07/2023	AMBO/TELEPHONE	235-42153-321	306.84
LANDON JOHNSON	07-25-23	08/07/2023	AMBO/MEALS	235-42153-334	65.42
APRIL HARRINGTON	07-25-23 - 07-26-23	08/07/2023	AMBO/MEALS	235-42153-334	67.84
KIM POWERS	07-26-23	08/07/2023	AMBO/MEALS	235-42153-334	13.74

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JENNA VACHUSKA	07-27-23	08/07/2023	AMBO/CONDIMENTS	235-42153-334	17.66
KRISTEN PORATH	07-27-23	08/07/2023	AMBO/SQUADE PICNIC	235-42153-334	327.70
DAN MESNER	07-29-23	08/07/2023	AMBO/MEALS	235-42153-334	28.94
KRISTEN PORATH	07-31-23 - 08-05-23	08/07/2023	AMBO/MEALS	235-42153-334	101.51
TIM HACKER	08-04-23	08/07/2023	AMBO/MEALS	235-42153-334	21.19
LANDON JOHNSON	08-04-23 - 08-07-23	08/07/2023	AMBO/MEALS	235-42153-334	185.31
KIM POWERS	08-06-23	08/07/2023	AMBO/MEALS	235-42153-334	33.73
US BANK	20230731	08/03/2023	COSTCO	235-42153-334	23.94
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	235-42153-381	282.22
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	235-42153-382	9.18
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	235-42153-383	200.48
VAN PAPER COMPANY INC	040432	08/07/2023	AMBO/REFUSE DISPOSAL	235-42153-384	55.13
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	235-42153-385	20.92
PAUL MARSH	28492	08/07/2023	AMBO/MAINTENANCE - VEHI	235-42153-405	149.21
US BANK	20230731	08/03/2023	Northstar Flag & Flag	235-42153-406	197.81

Activity 42153 - Ambulance Total: 13,455.82

Fund 235 - AMBULANCE Total: 13,455.82

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	250-46520-131	1.80
US BANK	20230731	08/03/2023	Adobe	250-46520-200	21.36
SCHRADEL LAW OFFICE	JULY, 2023 EDA	08/08/2023	EDA/STATE APPRECIATION WI	250-46520-304	1,290.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	250-46520-321	57.00
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	250-46520-321	41.12
STEVE NASBY	08-02-2023	08/09/2023	MEETING GOV. WALZ/FARMF	250-46520-331	20.00
STEVE NASBY	08-02-2023	08/09/2023	MEETING GOV. WALZ/FARMF	250-46520-331	62.88
FEDERATED RURAL ELECTRIC	112954 07-31-23	08/09/2023	EDA ELECTRIC UTILITY	250-46520-381	29.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	250-46520-381	49.14
COTTONWOOD CO ASSESSOR	08-2023 - 08-2024	08/08/2023	BEACON SUBSCRIPTION/EDA	250-46520-433	50.00

Activity 46520 - EDA Total: 1,622.30

Fund 250 - EDA GENERAL Total: 1,622.30

Fund: 254 - NORTH IND PARK

Activity: 46520 - EDA

SOUTH CENTRAL ELECTRIC	06-01-23 - 06-30-23	08/02/2023	ELECTRIC	254-46520-381	130.98
KULSETH LAWN LANDSCAPE	3749	08/02/2023	EDA/MAINTENANCE - GROUND	254-46520-406	336.66

Activity 46520 - EDA Total: 467.64

Fund 254 - NORTH IND PARK Total: 467.64

Fund: 255 - EDA GENERAL RLF

HOUSING & REDEVELOPMENT	AUGUST 4, 2023	08/08/2023	REPAYMENT OF PRINCIPAL- L	255-12900	2,571.43
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2,571.43

Fund 255 - EDA GENERAL RLF Total: 2,571.43

Fund: 401 - GENERAL CAPITAL PROJECTS

Activity: 49950 - Capital Outlay

MUNICIPAL EMERGENCY SER	IN1906082	07/25/2023	FIRE/USDA TURN-OUT GEAR	401-49950-502	1,050.00
DGR ENGINEERING	00261510	08/02/2023	COMMERCIAL PARK CUL-DE-S	401-49950-503	1,126.00
ELK RIVER WINLECTRIC	375981 03	07/18/2023	EL/ISLAND PARK LIGHTING	401-49950-504	753.52

Activity 49950 - Capital Outlay Total: 2,929.52

Fund 401 - GENERAL CAPITAL PROJECTS Total: 2,929.52

Fund: 601 - WATER

Activity: 49400 - Water

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	601-49400-131	5.40
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	601-49400-212	319.53
HAWKINS, INC	6522962	07/20/2023	WATER/CHEMICALS	601-49400-216	6,949.17
HAWKINS, INC	6525198	07/20/2023	WATER/CHEMICALS	601-49400-216	10.00
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	water supplies	601-49400-217	53.97
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	601-49400-217	63.49
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Water	601-49400-227	10.99

Expense Approval Report

Payment Dates: 7/29/2023 - 8/11/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN VALLEY TESTING	1207966	07/20/2023	WATER/LAB TESTING	601-49400-310	85.25
US BANK	20230731	08/03/2023	UPS	601-49400-310	15.35
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	601-49400-321	50.56
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	601-49400-321	91.13
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	601-49400-326	70.00
LEAGUE OF MN CITIES INS TR	21231	08/08/2023	WATER/ERIC WARD INJURY	601-49400-364	682.97
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	601-49400-381	4,509.43
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	601-49400-382	18.66
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	601-49400-383	31.82
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	601-49400-383	362.79
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	601-49400-385	38.55
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	601-49400-386	1,118.56
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Water	601-49400-386	89.97
STANTEC CONSULTING SERVIC	2095874	08/08/2023	WATER/REFUSE DISPOSAL	601-49400-386	1,540.00
US BANK	20230731	08/03/2023	UPS	601-49400-404	23.72
FULLER PAVING	1419	08/09/2023	WATER/STREET/REPAIR	601-49400-408	7,271.00
ADVANTAGE COLLECTION PR	3796 08-01-2023	08/09/2023	COLLECTION	601-49400-432	9.97
SW/WC SERVICE COOPERATIV	AUG 2023	07/27/2023	HEALTH INSURANCE	601-49400-480	862.98
Activity 49400 - Water Total:					24,285.26
Fund 601 - WATER Total:					24,285.26

Fund: 602 - SEWER

MBS - MULTI-BANK SECURITIE	20230728 FHLB	07/31/2023	Sewer CD purchase FHLB 202	602-10400	60,000.00
DGR ENGINEERING	00260900	08/08/2023	SEWER/ROLLING GREEN FORC	602-16300	4,493.24
MN PUBLIC FACILITIES AUTHO	8-9-23	08/09/2023	BOND PAY/MPFA-CWRF-L-054	602-23900	583,000.00
					647,493.24

Activity: 49450 - Sewer

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	602-49450-131	1.80
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	602-49450-212	151.72
EOSI - Environmental Operati	52163	07/20/2023	SEWER/CHEMICALS	602-49450-216	14,511.06
HAWKINS, INC	6525490	07/20/2023	SEWER/CHEMICALS	602-49450-216	30.00
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Sewer	602-49450-217	61.97
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	sewer	602-49450-217	30.94
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	602-49450-217	63.49
US BANK	20230731	08/03/2023	MN wastewater operator	602-49450-308	300.00
MN VALLEY TESTING	1207092	07/20/2023	SEWER/LAB TESTING	602-49450-310	324.06
MN VALLEY TESTING	1207309	07/20/2023	SEWER/LAB TESTING	602-49450-310	130.46
MN VALLEY TESTING	1207852	07/20/2023	SEWER/LAB TESTING	602-49450-310	200.86
MN VALLEY TESTING	1208136	07/21/2023	SEWER/LAB TESTING	602-49450-310	155.76
MN VALLEY TESTING	1208137	07/21/2023	SEWER/LAB TESTING	602-49450-310	306.46
MN VALLEY TESTING	1208321	07/25/2023	SEWER/LAB TESTING	602-49450-310	130.46
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	602-49450-321	175.43
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	602-49450-321	121.14
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	602-49450-326	70.00
SOUTH CENTRAL ELECTRIC	06-01-23 - 06-30-23	08/02/2023	ELECTRIC	602-49450-381	106.95
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	602-49450-381	8,528.34
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	602-49450-382	83.13
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	602-49450-383	23.91
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	602-49450-383	66.09
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	602-49450-383	27.96
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	602-49450-383	23.91
STANTEC CONSULTING SERVIC	2110013	08/08/2023	WATER/LANDFILL	602-49450-384	2,519.50
ADVANTAGE COLLECTION PR	3796 08-01-2023	08/09/2023	COLLECTION	602-49450-432	14.81
Activity 49450 - Sewer Total:					28,160.21

Activity: 49980 - Debt Service

MN PUBLIC FACILITIES AUTHO	8-9-23	08/09/2023	BOND PAY/MPFA-CWRF-L-054	602-49980-611	32,389.62
Activity 49980 - Debt Service Total:					32,389.62
Fund 602 - SEWER Total:					708,043.07

Expense Approval Report

Payment Dates: 7/29/2023 - 8/11/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 604 - ELECTRIC					
ELECTRIC FUND	# 447 RETURN	07/28/2023	EL/INVENTORY	604-14200	14.30
ELECTRIC FUND	# 450 RETURN	08/08/2023	EL/INVENTORY	604-14200	189.06
ELK RIVER WINLECTRIC	369278 04	07/12/2023	EL/INVENTORY	604-14200	7,665.00
BORDER STATES	926611467	07/14/2023	EL/INVENTORY	604-14200	625.77
BORDER STATES	926652489	07/21/2023	EL/INVENTORY	604-14200	1,251.54
BORDER STATES	926652508 R	07/28/2023	EL/INVENTORY	604-14200	1,166.44
DAKOTA SUPPLY GROUP	S102902447.001	07/27/2023	EL/INVENTORY	604-14200	146.40
DAKOTA SUPPLY GROUP	S102922610.001	07/28/2023	EL/ARENA	604-14200	600.00
J. H. LARSON	S102974070.001	07/14/2023	EL/INVENTORY	604-14200	175.40
J. H. LARSON	S102987368.001	08/07/2023	EL/INVENTORY	604-14200	398.44
DGR ENGINEERING	00261726	07/28/2023	EL/BUILDINGS	604-16200	7,814.15
ELK RIVER WINLECTRIC	376808 01	07/18/2023	EL/TRUCK GARAGE ADDITION	604-16200	2,764.00
ELK RIVER WINLECTRIC	376808 02	07/18/2023	EL/TRUCK GARAGE ADDITION	604-16200	460.00
WILCON CONSTRUCTION SER	425306 06-30-2023	08/02/2023	ELECTRIC NEW GARAGE	604-16200	346,137.50
AMERICAN ENGINEERING TES	INV-138038	07/18/2023	EL/TRUCK GARAGE ADDITION	604-16200	3,925.00
ECHO GROUP INC.	S010147303.001	07/25/2023	EL/TRUCK GARAGE ADDITION	604-16200	2,555.42
ECHO GROUP INC.	S010147303.002	07/25/2023	EL/TRUCK GARAGE ADDITION	604-16200	103.55
ELECTRIC FUND	# 765	08/01/2023	EL/CONSTRUCTION NEW # 1	604-16300	2,496.02
ELECTRIC FUND	# 766	08/07/2023	EL/EAST HILL	604-16300	634.89
ELECTRIC FUND	# 767	08/08/2023	EL/EAST HILL CAPITAL	604-16300	334.15
DGR ENGINEERING	00261724	07/28/2023	EL/CIP	604-16480	5,512.21
DGR ENGINEERING	00261725	07/27/2023	EL/GENERATION BUILDING	604-16480	70,000.00
DGR ENGINEERING	00261725	07/27/2023	EL/GENERATORS	604-16480	163,207.50
CITIZEN PUBLISHING CO	20230731	08/07/2023	Generation Bldg	604-16480	185.40
VINCENT JOSHUA LABRA	15405-0	07/12/2023	DEPOSIT REFUND	604-22000	300.00
					618,662.14

Activity: 49550 - Electric

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	604-49550-131	9.00
AMAZON CAPITAL SERVICES, I	16JT-VPVL-3GFH	07/27/2023	EL/SUPPLIES	604-49550-200	367.96
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Electric office supplies	604-49550-200	29.99
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Electric office supplies	604-49550-200	6.99
INDOFF, INC	3665125	07/25/2023	EL/SUPPLIES	604-49550-200	32.98
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	604-49550-212	630.55
US BANK	20230731	08/03/2023	HY-VEE	604-49550-217	4.99
US BANK	20230731	08/03/2023	FAMILY DOLLAR	604-49550-217	5.34
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	604-49550-217	63.49
FRANKS SHOE REPAIR	2746-43	07/27/2023	EL/LEVI BUNTING/SAFETY SH	604-49550-218	184.80
LEVI BUNTING	3-25-23	08/07/2023	EL/SAFTY GLASSES	604-49550-218	300.00
CONNOR KNIGGE	8/9/2023	08/07/2023	EL/TRAINING & REGISTRATIO	604-49550-308	1,516.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	604-49550-321	51.05
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	604-49550-321	80.02
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	604-49550-326	90.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	604-49550-381	93.62
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	604-49550-382	22.91
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	604-49550-385	47.62
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Electric	604-49550-402	49.47
MN AG SHORTLINE SPECIALIS	2517	08/07/2023	EL/MAINTENANCE - OFFICE	604-49550-404	567.32
HIGLEY FORD	07060	08/07/2023	EL/MAINTENANCE - VEHICLE	604-49550-405	2,101.91
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Electric	604-49550-405	39.99
RICHARD BARNETT	719	08/02/2023	EL/MAINTENANCE - GROUND	604-49550-406	260.00
ELECTRIC FUND	# 762	07/27/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	15.00
ELECTRIC FUND	# 764	08/02/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	29.99
MILLERBERND MANUFACTURI	177473	07/27/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	8,048.00
BORDER STATES	926652508 R	07/28/2023	EL/INVENTORY/MAINTENANC	604-49550-408	511.21
DAKOTA SUPPLY GROUP	S102922610.001	07/28/2023	EL/ARENA	604-49550-408	525.00
ADVANTAGE COLLECTION PR	3796 08-01-2023	08/09/2023	COLLECTION	604-49550-432	12.73
COTTONWOOD CO ASSESSOR	08-2023 - 08-2024	08/08/2023	BEACON SUBSCRIPTION/EL	604-49550-433	50.00
AARON KLASSEN	7-31-23	08/02/2023	EL/CONSERVATION - ENERGY	604-49550-450	150.00
CURT WIENEKE	7-31-23	08/02/2023	EL/CONSERVATION - ENERGY	604-49550-450	300.00

Expense Approval Report

Payment Dates: 7/29/2023 - 8/11/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDOM AREA DEVELOPME	AUGUST 2023	07/20/2023	ELECTRIC/PAYMENT	604-49550-491	1,200.00
				Activity 49550 - Electric Total:	17,397.93
				Fund 604 - ELECTRIC Total:	636,060.07

Fund: 609 - LIQUOR STORE

DGR ENGINEERING	00261516	08/02/2023	LIQUOR STORE ADDITION	609-16200	1,248.00
SCHRAMMEL LAW OFFICE	JULY, 2023 LIQUOR	08/08/2023	LIQUOR STORE	609-16200	780.00
					2,028.00

Activity: 49751 - Liquor Store

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	609-49751-131	3.60
US BANK	20230731	08/03/2023	AMAZON	609-49751-200	25.36
US BANK	20230731	08/03/2023	BEST BUY	609-49751-200	128.24
ARAMARK	2560149610	07/17/2023	LIQUOR S/CLEANING/SUPPLIE	609-49751-211	66.38
ARAMARK	2560154466	07/21/2023	LIQUOR S/CLEANING/SUPPLIE	609-49751-211	66.38
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	609-49751-217	90.70
BELLBOY CORP	0200165100	07/21/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	1,546.00
DOLL DISTRIBUTING, LLC	1291198	07/17/2023	LIQUOR S/MERCHANDISE	609-49751-251	220.50
DOLL DISTRIBUTING, LLC	1296239	07/21/2023	LIQUOR S/LIQUOR/BEER/NON	609-49751-251	1,271.70
JOHNSON BROS.	2344403	07/21/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	1,480.73
JOHNSON BROS.	2349124	08/08/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	2,467.48
JOHNSON BROS.	2354075	08/07/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	1,313.16
SOUTHERN GLAZER'S OF MN	2367391	07/17/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	5,209.41
PHILLIPS WINE & SPIRITS	6627900	07/21/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	2,034.75
PHILLIPS WINE & SPIRITS	6631550	08/08/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	7,689.40
PHILLIPS WINE & SPIRITS	6635343	08/08/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	2,417.58
DOLL DISTRIBUTING, LLC	1291197	07/17/2023	LIQUOR S/BEER	609-49751-252	91.00
DOLL DISTRIBUTING, LLC	1291198	07/17/2023	LIQUOR S/MERCHANDISE	609-49751-252	4,312.40
DOLL DISTRIBUTING, LLC	1296237	07/21/2023	LIQUOR S/BEER	609-49751-252	146.00
DOLL DISTRIBUTING, LLC	1296239	07/21/2023	LIQUOR S/LIQUOR/BEER/NON	609-49751-252	4,465.61
ARTISAN BEER COMPANY	3617864	08/07/2023	LIQUOR/BEER	609-49751-252	89.25
ARTISAN BEER COMPANY	3619375	08/07/2023	LIQUOR/BEER	609-49751-252	221.45
JOHNSON BROS.	2344404	07/21/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	3,871.65
JOHNSON BROS.	2349125	08/08/2023	LIQUOR S/WINE/SOFT DRINKS	609-49751-253	997.00
JOHNSON BROS.	2354076	08/08/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	364.27
SOUTHERN GLAZER'S OF MN	2367394	07/17/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	408.00
PHILLIPS WINE & SPIRITS	6627901	07/21/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	877.70
PHILLIPS WINE & SPIRITS	6631551	08/08/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	179.00
PHILLIPS WINE & SPIRITS	6635344	08/08/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	263.00
WINE MERCHANTS	7436424	08/08/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	152.00
BELLBOY CORP	0107104500	07/21/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	46.00
JOHNSON BROS.	2349125	08/08/2023	LIQUOR S/WINE/SOFT DRINKS	609-49751-254	74.00
SOUTHERN GLAZER'S OF MN	2367393	07/17/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	54.00
ATLANTIC COCA-COLA	4070222	07/17/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	201.00
ATLANTIC COCA-COLA	4070342	08/08/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-254	220.20
HOME CITY ICE COMPANY	7039230262	08/01/2023	LIQUOR S/ICE/FREIGHT	609-49751-257	232.44
HOME CITY ICE COMPANY	7067230281	08/08/2023	LIQUOR S/ICE/FREIGHT	609-49751-257	252.10
DOLL DISTRIBUTING, LLC	1291198	07/17/2023	LIQUOR S/MERCHANDISE	609-49751-259	277.35
DOLL DISTRIBUTING, LLC	1296239	07/21/2023	LIQUOR S/LIQUOR/BEER/NON	609-49751-259	186.45
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	609-49751-321	226.32
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	609-49751-326	613.58
BELLBOY CORP	0107104500	07/21/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-333	2.77
BELLBOY CORP	0200165100	07/21/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	19.00
JOHNSON BROS.	2344403	07/21/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	22.00
JOHNSON BROS.	2344404	07/21/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	77.14
JOHNSON BROS.	2349124	08/08/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	53.80
JOHNSON BROS.	2349125	08/08/2023	LIQUOR S/WINE/SOFT DRINKS	609-49751-333	38.57
JOHNSON BROS.	2354075	08/07/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	34.51
JOHNSON BROS.	2354076	08/08/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	16.24
SOUTHERN GLAZER'S OF MN	2367391	07/17/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	130.82
SOUTHERN GLAZER'S OF MN	2367392	07/17/2023	LIQUOR S/FREIGHT	609-49751-333	0.68

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN GLAZER'S OF MN	2367393	07/17/2023	LIQUOR S/SOFT DRINKS & MI	609-49751-333	4.10
SOUTHERN GLAZER'S OF MN	2367394	07/17/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	6.49
PHILLIPS WINE & SPIRITS	6627900	07/21/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	49.40
PHILLIPS WINE & SPIRITS	6627901	07/21/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	40.60
PHILLIPS WINE & SPIRITS	6631550	08/08/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	126.88
PHILLIPS WINE & SPIRITS	6631551	08/08/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	10.15
PHILLIPS WINE & SPIRITS	6635343	08/08/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	45.01
PHILLIPS WINE & SPIRITS	6635344	08/08/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	6.09
HOME CITY ICE COMPANY	7039230262	08/01/2023	LIQUOR S/ICE/FREIGHT	609-49751-333	5.25
HOME CITY ICE COMPANY	7067230281	08/08/2023	LIQUOR S/ICE/FREIGHT	609-49751-333	5.25
WINE MERCHANTS	7436424	08/08/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	2.03
CITIZEN PUBLISHING CO	20230731	08/07/2023	Liquor Shopper	609-49751-340	1,131.13
CITIZEN PUBLISHING CO	20230731	08/07/2023	Liquor Crazy Days	609-49751-340	85.60
CITIZEN PUBLISHING CO	20230731	08/07/2023	Riverbend Citizen upload & o	609-49751-340	141.90
CITIZEN PUBLISHING CO	20230731	08/07/2023	Liquor Drink & Drive	609-49751-340	78.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	609-49751-381	1,083.06
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	609-49751-382	21.17
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	609-49751-383	107.83
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	609-49751-385	42.41
LUCAN COMMUNITY TV INC	1618	07/25/2023	LIQUOR S/MAINTENANCE - ST	609-49751-402	315.00
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Liquor maint utilities	609-49751-409	47.50
Activity 49751 - Liquor Store Total:					48,603.52
Fund 609 - LIQUOR STORE Total:					50,631.52

Fund: 614 - TELECOM

INTERNAL REVENUE SERVICE	08-11-2023	08/11/2023	EXCISE TAX POSTING	614-20201	500.00
INTERNAL REVENUE SERVICE	JUL-23 FINAL	08/09/2023	EXCISE TAX POSTING	614-20201	282.83
MN 9-1-1 PROGRAM	JULY 2023	08/09/2023	911 SERVICES	614-20206	877.88
					1,660.71

Activity: 49870 - Telecom

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	614-49870-131	9.00
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	614-49870-212	92.03
AMAZON CAPITAL SERVICES, I	1TNX-YHPP-GJ1G	08/07/2023	TELECOM/OPERATING SUPPLI	614-49870-217	847.78
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Telecom	614-49870-217	5.09
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	614-49870-217	108.84
SOUTHWEST MN BROADBAN	07142023	07/17/2023	TELECOM/UTILITY SYSTEM	614-49870-227	1,048.01
INTERSTATE TRS FUND	82580760067-0723	08/01/2023	514b OBLIGATION INTERSTAT	614-49870-304	2.05
INTERSTATE TRS FUND	82580760067-0723	08/01/2023	514a OBLIGATION TOTAL 499 R	614-49870-304	597.44
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	614-49870-321	272.89
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	614-49870-321	245.60
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	614-49870-381	3,545.49
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	614-49870-382	20.34
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	614-49870-383	15.87
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	614-49870-385	39.96
WINDOM AUTO VALU	34280535	08/07/2023	TELECOM/MAINTENANCE - V	614-49870-405	33.60
KULSETH LAWN LANDSCAPE	3736	08/07/2023	TELECOM/MAINTENANCE - G	614-49870-406	272.53
US BANK	20230731	08/03/2023	EBAY	614-49870-408	925.00
ENTERPRISE FM TRUST	FBN4814604 08-03-2023	08/08/2023	TELECOM/VEHICLE LEASE	614-49870-419	541.30
ADVANTAGE COLLECTION PR	3796 08-01-2023	08/09/2023	COLLECTION	614-49870-432	49.33
COTTONWOOD CO ASSESSOR	08-2023 - 08-2024	08/08/2023	BEACON SUBSCRIPTION/TELE	614-49870-433	50.00
NATIONAL CABLE TV COOP	23070446	08/02/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	46,133.87
ARVIG ENTERPRISES, INC	336698	08/07/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	331.50
MLB NETWORK	515941	07/18/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	357.12
SHOWTIME NETWORKS INC	67701	07/18/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	171.82
NATIONAL CABLE TV COOP	SI68359	08/02/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	1,230.29
UNIVERSAL SERVICE ADMIN C	UBDI0001379601	08/01/2023	499A CONTRIBUTION	614-49870-443	1,612.36
WOODSTOCK COMMUNICATI	10252936	08/02/2023	TELECOM/SWITCH FEES	614-49870-445	205.10
CONSOLIDATED CALL CENTER	23545	07/13/2023	TELECOM/SWITCH FEES	614-49870-445	116.17
NENA - CID	300019566	08/02/2023	TELECOM/SWITCH FEES	614-49870-445	255.00
E-911 - INDEPENDENT EMERG	AUG 01, 2023	08/09/2023	TELECOM/SWITCH FEES	614-49870-445	40.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	20230731	08/03/2023	Dream Host Web Hosting	614-49870-447	139.00
HURRICANE ELECTRIC LLC	98469138-IN	08/02/2023	TELECOM/INTERNET EXPENSE	614-49870-447	4,100.00
SWWC - SOUTHWEST WEST C	72699	07/13/2023	TELECOM/ON-CALL	614-49870-448	950.00
SWWC - SOUTHWEST WEST C	72761	07/13/2023	TELECOM/ON CALL SUPPORT	614-49870-448	950.00
CENTURY LINK	JULY 16, 2023	08/01/2023	SERVICES 831-1075 104	614-49870-451	86.72
Activity 49870 - Telecom Total:					65,401.10
Fund 614 - TELECOM Total:					67,061.81

Fund: 615 - ARENA

Activity: 49850 - Arena

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	615-49850-131	3.60
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Arena cleaning supplies	615-49850-211	14.99
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Arena	615-49850-211	10.99
ARAMARK	2560127835	08/08/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	25601377609	08/08/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	2560151996	07/18/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	49.65
WEX BANK	JULY 2023	08/09/2023	MOTOR FUELS	615-49850-212	480.02
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Arena	615-49850-215	1,431.00
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Arena	615-49850-215	39.98
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Arena	615-49850-217	5.40
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	Arena	615-49850-217	28.76
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Arena operating supplies	615-49850-217	33.57
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	615-49850-217	63.49
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	615-49850-321	125.52
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	615-49850-321	64.66
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	615-49850-326	433.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	615-49850-381	2,112.11
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	615-49850-382	66.13
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	615-49850-383	156.18
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	615-49850-385	85.34
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Arena maint structure	615-49850-402	52.72
SW/WC SERVICE COOPERATIV	AUG 2023	07/27/2023	HEALTH INSURANCE	615-49850-480	862.98
SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	615-49850-480	1.80
Activity 49850 - Arena Total:					6,211.03
Fund 615 - ARENA Total:					6,211.03

Fund: 617 - M/P CENTER

Activity: 49860 - M/P Center

SW/WC SERVICE COOPERATIV	AUGUST 2023	07/27/2023	EAP	617-49860-131	3.60
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	MP cleaning supplies	617-49860-211	29.98
ARAMARK	2560149602	07/13/2023	WCC/CLEANING/SUPPLIES	617-49860-211	64.05
ARAMARK	2560154457	07/25/2023	WCC/CLEANING/SUPPLIES	617-49860-211	68.11
US BANK	20230731	08/03/2023	HOLIDAY STATION	617-49860-212	72.00
A & B BUSINESS	IN1076440	08/08/2023	MAINTENANCE	617-49860-217	63.49
RIVER BEND LIQUOR	07-01-23 - 07-31-23	08/02/2023	WCC/BEER/LIQUOR/WINE/PO	617-49860-251	368.82
RIVER BEND LIQUOR	07-01-23 - 07-31-23	08/02/2023	WCC/BEER/LIQUOR/WINE/PO	617-49860-252	48.92
RIVER BEND LIQUOR	07-01-23 - 07-31-23	08/02/2023	WCC/BEER/LIQUOR/WINE/PO	617-49860-253	48.83
RIVER BEND LIQUOR	07-01-23 - 07-31-23	08/02/2023	WCC/BEER/LIQUOR/WINE/PO	617-49860-254	12.00
US BANK	20230731	08/03/2023	HyVee	617-49860-254	123.88
US BANK	20230731	08/03/2023	AUCTION MASTERS	617-49860-261	843.79
US BANK	20230731	08/03/2023	WAYFAIR	617-49860-261	915.12
US BANK	20230731	08/03/2023	AUCTION MASTERS CREDIT	617-49860-261	-59.09
US BANK	20230731	08/03/2023	SNB ENTERPRISES LLC	617-49860-261	707.22
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	617-49860-321	61.55
VERIZON WIRELESS	9940399599	08/01/2023	TELEPHONE	617-49860-321	41.12
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	617-49860-326	403.33
CITIZEN PUBLISHING CO	20230731	08/07/2023	WCC digital & online	617-49860-340	35.00
CITIZEN PUBLISHING CO	20230731	08/07/2023	WCC Ad	617-49860-340	117.00
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	617-49860-381	1,891.64
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	617-49860-382	51.42
MN ENERGY RESOURCES	4663652804	08/02/2023	JULY 23/GAS UTILITY	617-49860-383	457.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20230731	08/08/2023	MONTHLY UTILITY	617-49860-385	116.71
RUNNINGS SUPPLY, INC	20230731 71920	08/09/2023	M/P Building	617-49860-402	16.30
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	MP maint structure	617-49860-402	20.57
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	MP maint structure	617-49860-402	27.26
US BANK	20230731	08/03/2023	WALMART	617-49860-406	61.36
US BANK	20230731	08/03/2023	COUNTRY ROAD GREENHOUSE	617-49860-406	38.48
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	Mp maint grounds	617-49860-406	37.98
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	MP MAINT GROUNDS	617-49860-406	26.95
SCHWALBACH HARDWARE	20230731 72861	08/09/2023	MP maint grounds	617-49860-406	9.58
Activity 49860 - M/P Center Total:					6,723.98
Fund 617 - M/P CENTER Total:					6,723.98

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0002316	08/11/2023	Federal Tax Withholding	700-21701	11,342.69
MN Department of Revenue -	INV0002317	08/11/2023	State Withholding	700-21702	5,634.32
Internal Revenue Service-Payr	INV0002316	08/11/2023	Social Security	700-21703	14,972.38
MN Pera	INV0002314	08/11/2023	PERA	700-21704	15,210.81
MN Pera	INV0002314	08/11/2023	PERA	700-21704	8,784.15
MN Pera	INV0002314	08/11/2023	PERA	700-21704	822.70
MN State Deferred	INV0002315	08/11/2023	Deferred Compensation	700-21705	5,209.66
MN State Deferred	INV0002315	08/11/2023	Deferred Roth	700-21705	1,652.00
SW/WC SERVICE COOPERATIV	AUG 2023	07/27/2023	HEALTH INSURANCE	700-21706	66,241.80
Internal Revenue Service-Payr	INV0002316	08/11/2023	Medicare Withholding	700-21711	4,326.36
WEX Health Inc	07282023 FLEX	07/31/2023	FLEX SPENDING 20230728	700-21712	155.77
WEX Health Inc	20230728	07/31/2023	FLEX SPENDING 20230728	700-21712	53.94
WEX Health Inc	20230731	07/31/2023	FLEX SPENDING 20230731	700-21712	226.12
WEX Health Inc	8-3-2023	08/09/2023	FLEX SPENDING	700-21712	239.00
WEX Health Inc	8-7-2023	08/09/2023	FLEX SPENDING	700-21712	125.00
WEX Health Inc	8-8-2023	08/09/2023	FLEX SPENDING	700-21712	55.00
WEX Health Inc	INV0002313	08/11/2023	VEBA Employer Contribution	700-21720	8,645.95
WEX Health Inc	INV0002312	08/11/2023	HSA Employer Contribution	700-21722	4,479.25
WEX Health Inc	INV0002311	08/11/2023	HSA Employee Contribution	700-21723	773.46
					145,047.36
Fund 700 - PAYROLL Total:					145,047.36
Grand Total:					1,750,919.12

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	50,810.90
211 - LIBRARY	3,591.07
225 - AIRPORT	12,922.60
230 - POOL	14,490.74
235 - AMBULANCE	13,455.82
250 - EDA GENERAL	1,622.30
254 - NORTH IND PARK	467.64
255 - EDA GENERAL RLF	2,571.43
401 - GENERAL CAPITAL PROJECTS	2,929.52
601 - WATER	24,285.26
602 - SEWER	708,043.07
604 - ELECTRIC	636,060.07
609 - LIQUOR STORE	50,631.52
614 - TELECOM	67,061.81
615 - ARENA	6,211.03
617 - M/P CENTER	6,723.98
700 - PAYROLL	149,040.36
Grand Total:	1,750,919.12

Account Summary

Account Number	Account Name	Payment Amount
100-11506	Accounts Receivable - Ac	1,070.31
100-20191	Unapplied Cash	46.06
100-32210	Building Permit - City	224.75
100-32211	Building Permit - State S	7.40
100-41110-326	Data Processing	899.02
100-41110-350	Printing & Design	1,853.90
100-41110-433	Dues & Subscriptions	50.00
100-41110-434	Employee Appreciation	1,375.68
100-41110-490	Donations & Contributio	5,300.00
100-41310-131	Employer Paid Insurance	9.00
100-41310-200	Office Supplies	25.37
100-41310-217	Other Operating Supplie	108.84
100-41310-321	Telephone	68.76
100-41310-326	Data Processing	300.10
100-41910-131	Employer Paid Insurance	1.80
100-41910-200	Office Supplies	181.49
100-41910-212	Motor Fuels	96.32
100-41910-304	Legal Fees	210.00
100-41910-321	Telephone	98.12
100-41910-433	Dues & Subscriptions	50.00
100-41910-443	Intergovernmental Fees	1,261.85
100-41940-381	Electric Utility	520.06
100-41940-382	Water Utility	58.36
100-41940-383	Gas Utility	59.77
100-41940-385	Sewer Utility	123.32
100-41940-406	Repairs & Maint - Groun	598.00
100-42120-131	Employer Paid Insurance	14.40
100-42120-200	Office Supplies	137.08
100-42120-212	Motor Fuels	1,850.14
100-42120-215	Materials & Equipment	44.99
100-42120-218	Uniforms	995.81
100-42120-321	Telephone	733.32
100-42120-331	Travel Expense	147.38
100-42120-334	Meals/Lodging	96.00
100-42120-340	Advertising & Promotion	78.00
100-42120-350	Printing & Design	26.45

Account Summary

Account Number	Account Name	Payment Amount
100-42120-404	Repairs & Maint - M&E	279.00
100-42120-412	Rentals - Building	2,050.00
100-42120-419	Vehicle Lease	5,770.04
100-42120-480	Other Miscellaneous	21.79
100-42220-200	Office Supplies	80.22
100-42220-211	Cleaning Supplies	48.48
100-42220-212	Motor Fuels	336.71
100-42220-215	Materials & Equipment	1,059.30
100-42220-217	Other Operating Supplie	63.49
100-42220-321	Telephone	42.36
100-42220-323	Radio Units	218.00
100-42220-381	Electric Utility	423.32
100-42220-382	Water Utility	13.78
100-42220-383	Gas Utility	300.72
100-42220-385	Sewer Utility	31.38
100-42220-404	Repairs & Maint - M&E	146.37
100-42220-406	Repairs & Maint - Groun	197.82
100-42500-381	Electric Utility	32.97
100-43100-131	Employer Paid Insurance	7.20
100-43100-212	Motor Fuels	346.77
100-43100-217	Other Operating Supplie	133.49
100-43100-224	Street Maint Materials	6,166.40
100-43100-321	Telephone	87.77
100-43100-326	Data Processing	50.00
100-43100-381	Electric Utility	1,546.94
100-43100-382	Water Utility	19.70
100-43100-383	Gas Utility	61.66
100-43100-385	Sewer Utility	41.89
100-45120-217	Other Operating Supplie	883.10
100-45202-131	Employer Paid Insurance	1.80
100-45202-200	Office Supplies	4.99
100-45202-211	Cleaning Supplies	473.07
100-45202-212	Motor Fuels	561.17
100-45202-216	Chemicals and Chemical	464.48
100-45202-241	Small Tools	8.59
100-45202-326	Data Processing	266.67
100-45202-381	Electric Utility	683.48
100-45202-382	Water Utility	8,705.89
100-45202-385	Sewer Utility	195.94
100-45202-402	Repairs & Maint - Struct	107.59
100-45202-404	Repairs & Maint - M&E	1.35
100-45202-406	Repairs & Maint - Groun	153.36
211-45501-200	Office Supplies	411.28
211-45501-211	Cleaning Supplies	48.07
211-45501-217	Other Operating Supplie	932.45
211-45501-321	Telephone	166.67
211-45501-326	Data Processing	70.00
211-45501-350	Printing & Design	106.77
211-45501-381	Electric Utility	317.78
211-45501-382	Water Utility	20.16
211-45501-383	Gas Utility	59.77
211-45501-385	Sewer Utility	43.35
211-45501-402	Repairs & Maint - Struct	702.40
211-45501-433	Dues & Subscriptions	30.00
211-45501-435	Books and Pamphlets	57.90
211-49950-500	Capital Outlay	624.47
225-45127-212	Motor Fuels	44.22
225-45127-264	Merchandise For Resale	12,284.32

Account Summary

Account Number	Account Name	Payment Amount
225-45127-381	Electric Utility	472.96
225-45127-402	Repairs & Maint - Struct	2.59
225-45127-404	Repairs & Maint - M&E	118.51
230-45124-200	Office Supplies	52.95
230-45124-216	Chemicals and Chemical	1,360.06
230-45124-217	Other Operating Supplie	582.72
230-45124-260	Concessions	446.59
230-45124-321	Telephone	61.97
230-45124-381	Electric Utility	920.62
230-45124-382	Water Utility	1,536.21
230-45124-383	Gas Utility	1,849.74
230-45124-385	Sewer Utility	48.68
230-45124-402	Repairs & Maint - Struct	6,247.64
230-45124-404	Repairs & Maint - M&E	1,383.56
235-42153-131	Employer Paid Insurance	1.80
235-42153-200	Office Supplies	25.70
235-42153-212	Motor Fuels	2,183.24
235-42153-217	Other Operating Supplie	2,784.53
235-42153-308	Training & Registrations	6,323.54
235-42153-321	Telephone	335.08
235-42153-334	Meals/Lodging	886.98
235-42153-381	Electric Utility	282.22
235-42153-382	Water Utility	9.18
235-42153-383	Gas Utility	200.48
235-42153-384	Refuse Disposal	55.13
235-42153-385	Sewer Utility	20.92
235-42153-405	Repairs & Maint - Vehicl	149.21
235-42153-406	Repairs & Maint - Groun	197.81
250-46520-131	Employer Paid Insurance	1.80
250-46520-200	Office Supplies	21.36
250-46520-304	Legal Fees	1,290.00
250-46520-321	Telephone	98.12
250-46520-331	Travel Expense	82.88
250-46520-381	Electric Utility	78.14
250-46520-433	Dues & Subscriptions	50.00
254-46520-381	Electric Utility	130.98
254-46520-406	Repairs & Maint - Groun	336.66
255-12900	Loans Receivable	2,571.43
401-49950-502	Capital Outlay - Fire	1,050.00
401-49950-503	Capital Outlay - Streets	1,126.00
401-49950-504	Capital Outlay - Parks	753.52
601-49400-131	Employer Paid Insurance	5.40
601-49400-212	Motor Fuels	319.53
601-49400-216	Chemicals and Chemical	6,959.17
601-49400-217	Other Operating Supplie	117.46
601-49400-227	Utility System Maint Sup	10.99
601-49400-310	Lab Testing	100.60
601-49400-321	Telephone	141.69
601-49400-326	Data Processing	70.00
601-49400-364	Insurance - Worker's Co	682.97
601-49400-381	Electric Utility	4,509.43
601-49400-382	Water Utility	18.66
601-49400-383	Gas Utility	394.61
601-49400-385	Sewer Utility	38.55
601-49400-386	Landfill	2,748.53
601-49400-404	Repairs & Maint - M&E	23.72
601-49400-408	Repairs & Maint - Distrib	7,271.00
601-49400-432	Uncollectible	9.97

Account Summary

Account Number	Account Name	Payment Amount
601-49400-480	Other Miscellaneous	862.98
602-10400	Investments - Current	60,000.00
602-16300	Improvements Other Th	4,493.24
602-23900	Notes Payable - Noncurr	583,000.00
602-49450-131	Employer Paid Insurance	1.80
602-49450-212	Motor Fuels	151.72
602-49450-216	Chemicals and Chemical	14,541.06
602-49450-217	Other Operating Supplie	156.40
602-49450-308	Training & Registrations	300.00
602-49450-310	Lab Testing	1,248.06
602-49450-321	Telephone	296.57
602-49450-326	Data Processing	70.00
602-49450-381	Electric Utility	8,635.29
602-49450-382	Water Utility	83.13
602-49450-383	Gas Utility	141.87
602-49450-384	Refuse Disposal	2,519.50
602-49450-432	Uncollectible	14.81
602-49980-611	Bond Interest	32,389.62
604-14200	Inventory	12,232.35
604-16200	Buildings	363,759.62
604-16300	Improvements Other Th	3,465.06
604-16480	CIP-Const in Progress	238,905.11
604-22000	Prepayments	300.00
604-49550-131	Employer Paid Insurance	9.00
604-49550-200	Office Supplies	437.92
604-49550-212	Motor Fuels	630.55
604-49550-217	Other Operating Supplie	73.82
604-49550-218	Uniforms	484.80
604-49550-308	Training & Registrations	1,516.00
604-49550-321	Telephone	131.07
604-49550-326	Data Processing	90.00
604-49550-381	Electric Utility	93.62
604-49550-382	Water Utility	22.91
604-49550-385	Sewer Utility	47.62
604-49550-402	Repairs & Maint - Struct	49.47
604-49550-404	Repairs & Maint - M&E	567.32
604-49550-405	Repairs & Maint - Vehicl	2,141.90
604-49550-406	Repairs & Maint - Groun	260.00
604-49550-408	Repairs & Maint - Distrib	9,129.20
604-49550-432	Uncollectible	12.73
604-49550-433	Dues & Subscriptions	50.00
604-49550-450	Conservation	450.00
604-49550-491	Payments to Other Orga	1,200.00
609-16200	Buildings	2,028.00
609-49751-131	Employer Paid Insurance	3.60
609-49751-200	Office Supplies	153.60
609-49751-211	Cleaning Supplies	132.76
609-49751-217	Other Operating Supplie	90.70
609-49751-251	Liquor	25,650.71
609-49751-252	Beer	9,325.71
609-49751-253	Wine	7,112.62
609-49751-254	Soft Drinks & Mix	595.20
609-49751-257	Ice	484.54
609-49751-259	Non- Alcoholic	463.80
609-49751-321	Telephone	226.32
609-49751-326	Data Processing	613.58
609-49751-333	Freight and Express	696.78
609-49751-340	Advertising & Promotion	1,436.63

Account Summary

Account Number	Account Name	Payment Amount
609-49751-381	Electric Utility	1,083.06
609-49751-382	Water Utility	21.17
609-49751-383	Gas Utility	107.83
609-49751-385	Sewer Utility	42.41
609-49751-402	Repairs & Maint - Struct	315.00
609-49751-409	Repairs & Maint - Utilitie	47.50
614-20201	Excise Tax Payable	782.83
614-20206	911 TAP & TACIP Fees Cl	877.88
614-49870-131	Employer Paid Insurance	9.00
614-49870-212	Motor Fuels	92.03
614-49870-217	Other Operating Supplie	961.71
614-49870-227	Utility System Maint Sup	1,048.01
614-49870-304	Legal Fees	599.49
614-49870-321	Telephone	518.49
614-49870-381	Electric Utility	3,545.49
614-49870-382	Water Utility	20.34
614-49870-383	Gas Utility	15.87
614-49870-385	Sewer Utility	39.96
614-49870-405	Repairs & Maint - Vehicl	33.60
614-49870-406	Repairs & Maint - Groun	272.53
614-49870-408	Repairs & Maint - Distrib	925.00
614-49870-419	Vehicle Lease	541.30
614-49870-432	Uncollectible	49.33
614-49870-433	Dues & Subscriptions	50.00
614-49870-442	Subscriber Fees	48,224.60
614-49870-443	Intergovernmental Fees	1,612.36
614-49870-445	Switch Fees	616.27
614-49870-447	Internet Expense	4,239.00
614-49870-448	On-Call Support	1,900.00
614-49870-451	Call Completion	86.72
615-49850-131	Employer Paid Insurance	3.60
615-49850-211	Cleaning Supplies	164.77
615-49850-212	Motor Fuels	480.02
615-49850-215	Materials & Equipment	1,470.98
615-49850-217	Other Operating Supplie	131.22
615-49850-321	Telephone	190.18
615-49850-326	Data Processing	433.00
615-49850-381	Electric Utility	2,112.11
615-49850-382	Water Utility	66.13
615-49850-383	Gas Utility	156.18
615-49850-385	Sewer Utility	85.34
615-49850-402	Repairs & Maint - Struct	52.72
615-49850-480	Other Miscellaneous	864.78
617-49860-131	Employer Paid Insurance	3.60
617-49860-211	Cleaning Supplies	162.14
617-49860-212	Motor Fuels	72.00
617-49860-217	Other Operating Supplie	63.49
617-49860-251	Liquor	368.82
617-49860-252	Beer	48.92
617-49860-253	Wine	48.83
617-49860-254	Soft Drinks & Mix	135.88
617-49860-261	Other Merchandise	2,407.04
617-49860-321	Telephone	102.67
617-49860-326	Data Processing	403.33
617-49860-340	Advertising & Promotion	152.00
617-49860-381	Electric Utility	1,891.64
617-49860-382	Water Utility	51.42
617-49860-383	Gas Utility	457.01

Account Summary

Account Number	Account Name	Payment Amount
617-49860-385	Sewer Utility	116.71
617-49860-402	Repairs & Maint - Struct	64.13
617-49860-406	Repairs & Maint - Groun	174.35
700-21701	Federal Withholding	11,342.69
700-21702	State Withholding	5,634.32
700-21703	FICA Tax Withholding	14,972.38
700-21704	PERA Contributions	24,817.66
700-21705	Retirement	6,951.66
700-21706	Medical Insurance	66,241.80
700-21711	Medicare Tax Withholdi	4,326.36
700-21712	Flex Account	854.83
700-21720	VEBA Contributions	8,645.95
700-21722	HSA Contribution	4,479.25
700-21723	HSA Employee Contribu	773.46
	Grand Total:	1,750,919.12

Project Account Summary

Project Account Key	Payment Amount
None	1,750,919.12
Grand Total:	1,750,919.12

✓ Cdn
8/10/23

August 15, 2023

Pre-Sale Report for

City of Windom, Minnesota

Approximately \$20,130,000 Health Care
Facilities Gross Revenue Bonds, Series 2023A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Todd Hagen, Senior Municipal Advisor
Rebecca Kurtz, Senior Municipal Advisor
Brian Reilly, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

Approximately \$20,130,000 Health Care Facilities Gross Revenue Bonds, Series 2023A

The Windom Area Hospital has directed Ehlers to assist the City in a financing method that meets its project construction timeline and would allow for payments over 20 years like its outstanding 2014A Bonds. The project is anticipated to take about 18 to 24 months to complete after demolition this Fall.

The principal amount of the Bonds may be adjusted based on the selected purchaser. Proposals will allow for comparison of the estimated costs and terms of the financing.

Purpose:

The proposed issue includes financing with other available funds, to construct, furnish and equip an approximately 57,000 square foot/4-story medical office building addition to the Windom Area Hospital located in the City, primarily to house clinic services offered to the community and provide new spaces for the wellness center and mental health walk-in clinic, among others.

The City has certain contractual obligations with Sanford Health that are established under 501c3 for services in the Hospital being financed by the Bonds. The City will hold the required public hearing on September 5, 2023 to qualify the Bonds as qualified tax-exempt 501c3 obligations.

In addition, the costs of issuance related to qualified 501c3 bonds cannot exceed 2% of the principal amount of the Bonds. If the costs of issuance exceed the 2% limit, the City through the Hospital Fund will need to contribute cash. The final cash contribution, if any, will be determined on the day of sale, based on the lowest proposal received.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 447 (health care facilities law) and 475 (general bond law). Because this issue is a revenue bond, the Bonds can also be issued without a referendum.

The Bonds do not count against the City's general obligation debt capacity limit of 3% of market value.

The Bonds are not general obligations of the City but are special obligations payable solely from gross revenues derived from the Hospital.

Bond Reserve Account: The City, through the Hospital Fund, may need to continue and maintain the reserve account established for the 2014A Bonds to additionally secure the Bonds. Upon issuance of the Bonds, an amount necessary to make the amount on deposit in

the reserve account equal to the reserve requirement will be deposited in the reserve account. The City may use the investment earnings accumulated in the reserve account for debt service. The current reserve requirement is \$400,677.50.

The selected purchaser of the Bonds will determine the need for a reserve account.

Parity Bonds:

We recommend the Bonds have an equal lien on the gross revenues of the Hospital with the City's outstanding 2014A Bonds. In accordance with the prior trust indenture the new issue would be parity debt if the Hospital can show 120% debt service coverage.

Term/Call Feature:

The Bonds are being considered for a 20-year term. Principal on the Bonds will be due on September 1 in the years 2025 through 2044. Interest is payable every six months beginning September 1, 2024. The City, through the Hospital Fund, has sufficient funds on hand to make the initial principal and interest payments.

The optional redemption feature for the Bonds will be arrived at through discussions with the selected purchaser, but in no case later than September 1, 2030 or any date thereafter.

Tax-Exempt/Not Bank Qualified:

Because the City is expecting to issue more than \$10,000,000 in tax-exempt debt during the calendar year, the City will not be able to designate the Bonds as "bank qualified" obligations (BQ).

Bank qualified status typically broadens the market for the Bonds, which can result in lower interest rates – but in today's market we are seeing no difference in the spread between BQ and non-BQ.

No Rating:

Health Care Facilities Gross Revenue Bonds of the City have not been rated in the past. Currently, requesting a bond rating for this issue is not being considered primarily for cost considerations.

Basis for Recommendation:

The nature of the revenue source is not an essential governmental function.

Because potential purchasers will wish to conduct substantial due diligence with respect to the source of pledged revenues and the Hospital itself, we recommend negotiating the placement of the Bonds with a predetermined underwriter.

A revenue pledge is not a security feature that is commonly brought to market through a competitive bid, and in our judgment, the City's interests will be best served by allowing a preselected party to purchase the Bonds.

Furthermore, a negotiated offering affords Ehlers and the City to engage with a placement agent on structuring considerations and pricing impacts, as well as amending the structure and finance plan leading up to and including the day of sale.

These aspects would generally be unachievable with respect to a competitive transaction.

Method of Sale/Placement:

The City will pursue a limited competitive sale approach with an offering document for this bond issue because of the nature of the credit. The Bonds will be offered to a limited number of local and regional banks. The City will direct Ehlers to work with a placement agent to distribute the offering document to no less than three banks, identified by the City and placement agent as having an interest in submitting a proposal for this bond issue. The Bonds will be held by the financial institution as a loan in its loan portfolio.

Because the Hospital is doing well enough to show more than sufficient debt service coverage, it is in the City's best interest to sell the Bonds through an RFP process to select the placement agent. The upside to the RFP process with placement agents is that the City would hear from many interested parties and working directly with banks will shorten the time it takes to go through advertising a proposal and the selection process.

In addition, the City may wish to maintain maximum flexibility in structuring the Bonds, including terms and covenants. The City will benefit from reviewing various proposals for purchase of the Bonds from a diverse group of financial institutions.

Pricing Committee:

Ehlers recommends that the City establish a pricing committee to review proposals and select the placement agent for the sale of the Bonds on or about August 31, depending upon market conditions; and the City Council meet on September 19, or another date set by City Staff to adopt the bond resolution and ratify the sale of the Bonds.

The pricing committee would be comprised of the Mayor (or City Council member designated by the Mayor) and the City Administrator including the Hospital CFO. The Council will delegate execution authority to the pricing committee in this matter within the following parameters.

The pricing committee would be authorized to execute a proposal with the selected purchaser for the sale of the Bonds, that produces the lowest true interest cost of the Bonds; the stated principal amount of the Bonds does not exceed \$20,500,000; and any placement agent/bank origination fees on the Bonds does not exceed 1.20% of the par amount thereof.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities currently.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the Bonds will be placed with a financial institution that intends to hold the Bonds to maturity, the Bonds are not considered a security and thus are not subject to the Continuing Disclosure requirements of the Securities and Exchange Commission (SEC).

However, the City may be required to disclose the issuance of the Bonds due to existing Continuing Disclosure undertakings.

The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing.

Two-Year (24-month) Spending Exception - The City expects to meet the two-year expenditure exception on the Bonds. If the City fails to meet the expenditure exceptions, it will be required to pay rebate.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert to help monitor the exception used above.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

Hospital Revenue/Tax Levy Authority: The City expects to pay the Bond debt service with hospital funds. If hospital revenue is inadequate, the City has the option to levy taxes for the payment of operation and maintenance of the Hospital, and the collections of such taxes will be paid into the Hospital Operating Account. However, there can be no assurance that the City will make such appropriations. Further, such amounts are subject to applicable levy limitations and in addition the City may be unable, as an economic matter, to levy sufficient taxes for such purpose.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Attorney: Fryberger Buchanan

Paying Agent: City of Windom

Rating Agency: This issue will not be rated.

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report.
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	August 15, 2023
RFP to Select Placement Agent and Purchaser:	August/September
City Council Public Hearing on Qualified 501c3 Bonds:	September 5, 2023
City Council Meeting to Award Sale of the Bonds:	September 19, 2023
Estimated Closing Date:	October 12, 2023

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Bond Buyer Index

Resolution Establishing Parameters and Authorizing Ehlers to Proceed with Bond Sale (provided separately)

Resolution Calling Public Hearing on Qualified 501c3 Bonds (provided separately)

EHLERS' CONTACTS

Todd Hagen, Senior Municipal Advisor	(651) 697-8508
Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Brian Reilly, Senior Municipal Advisor	(651) 697-8541
Silvia Johnson, Senior Public Finance Analyst	(651) 697-8580
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Windom, Minnesota

\$20,130,000 Gross Revenue Hospital Bonds, Series 2023

Assumes Current Market Non-BQ, Non-Rated Rates plus 50bps

Sources & Uses

Dated 10/01/2023 | Delivered 10/01/2023

Sources Of Funds

Par Amount of Bonds	\$20,130,000.00
Planned Issuer Equity contribution	10,000,000.00
Hospital Cash (DSRF)	1,652,050.00

Total Sources	\$31,782,050.00
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Uses Of Funds

Costs of Issuance	126,000.00
Deposit to Debt Service Reserve Fund (DSRF)	1,652,050.00
Deposit to Project Construction Fund	30,000,000.00
Rounding Amount	4,000.00

Total Uses	\$31,782,050.00
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City of Windom, Minnesota

\$20,130,000 Gross Revenue Hospital Bonds, Series 2023

Assumes Current Market Non-BQ, Non-Rated Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2023	-	-	-	-	-
09/01/2024	-	-	968,756.25	968,756.25	968,756.25
03/01/2025	-	-	528,412.50	528,412.50	-
09/01/2025	595,000.00	5.250%	528,412.50	1,123,412.50	1,651,825.00
03/01/2026	-	-	512,793.75	512,793.75	-
09/01/2026	625,000.00	5.250%	512,793.75	1,137,793.75	1,650,587.50
03/01/2027	-	-	496,387.50	496,387.50	-
09/01/2027	655,000.00	5.250%	496,387.50	1,151,387.50	1,647,775.00
03/01/2028	-	-	479,193.75	479,193.75	-
09/01/2028	690,000.00	5.250%	479,193.75	1,169,193.75	1,648,387.50
03/01/2029	-	-	461,081.25	461,081.25	-
09/01/2029	725,000.00	5.250%	461,081.25	1,186,081.25	1,647,162.50
03/01/2030	-	-	442,050.00	442,050.00	-
09/01/2030	765,000.00	5.250%	442,050.00	1,207,050.00	1,649,100.00
03/01/2031	-	-	421,968.75	421,968.75	-
09/01/2031	805,000.00	5.250%	421,968.75	1,226,968.75	1,648,937.50
03/01/2032	-	-	400,837.50	400,837.50	-
09/01/2032	850,000.00	5.250%	400,837.50	1,250,837.50	1,651,675.00
03/01/2033	-	-	378,525.00	378,525.00	-
09/01/2033	895,000.00	5.250%	378,525.00	1,273,525.00	1,652,050.00
03/01/2034	-	-	355,031.25	355,031.25	-
09/01/2034	940,000.00	5.250%	355,031.25	1,295,031.25	1,650,062.50
03/01/2035	-	-	330,356.25	330,356.25	-
09/01/2035	990,000.00	5.250%	330,356.25	1,320,356.25	1,650,712.50
03/01/2036	-	-	304,368.75	304,368.75	-
09/01/2036	1,040,000.00	5.250%	304,368.75	1,344,368.75	1,648,737.50
03/01/2037	-	-	277,068.75	277,068.75	-
09/01/2037	1,095,000.00	5.250%	277,068.75	1,372,068.75	1,649,137.50
03/01/2038	-	-	248,325.00	248,325.00	-
09/01/2038	1,155,000.00	5.250%	248,325.00	1,403,325.00	1,651,650.00
03/01/2039	-	-	218,006.25	218,006.25	-
09/01/2039	1,215,000.00	5.250%	218,006.25	1,433,006.25	1,651,012.50
03/01/2040	-	-	186,112.50	186,112.50	-
09/01/2040	1,275,000.00	5.250%	186,112.50	1,461,112.50	1,647,225.00
03/01/2041	-	-	152,643.75	152,643.75	-
09/01/2041	1,345,000.00	5.250%	152,643.75	1,497,643.75	1,650,287.50
03/01/2042	-	-	117,337.50	117,337.50	-
09/01/2042	1,415,000.00	5.250%	117,337.50	1,532,337.50	1,649,675.00
03/01/2043	-	-	80,193.75	80,193.75	-
09/01/2043	1,490,000.00	5.250%	80,193.75	1,570,193.75	1,650,387.50
03/01/2044	-	-	41,081.25	41,081.25	-
09/01/2044	1,565,000.00	5.250%	41,081.25	1,606,081.25	1,647,162.50
Total	\$20,130,000.00	-	\$13,832,306.25	\$33,962,306.25	-

Yield Statistics

Bond Year Dollars	\$263,472.50
Average Life	13.089 Years
Average Coupon	5.2500000%
Net Interest Cost (NIC)	5.2500000%
True Interest Cost (TIC)	5.2444083%
Bond Yield for Arbitrage Purposes	5.2444083%
All Inclusive Cost (AIC)	5.3145321%

IRS Form 8038

Net Interest Cost	5.2500000%
Weighted Average Maturity	13.089 Years

Series 2023 Gross Rev Hos | SINGLE PURPOSE | 7/31/2023 | 9:46 AM



City of Windom, Minnesota

\$20,130,000 Gross Revenue Hospital Bonds, Series 2023

Assumes Current Market Non-BQ, Non-Rated Rates plus 50bps

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S
09/01/2024	-	-	968,756.25	968,756.25	(20,650.63)	948,105.62
09/01/2025	595,000.00	5.250%	1,056,825.00	1,651,825.00	(41,301.26)	1,610,523.74
09/01/2026	625,000.00	5.250%	1,025,587.50	1,650,587.50	(41,301.26)	1,609,286.24
09/01/2027	655,000.00	5.250%	992,775.00	1,647,775.00	(41,301.26)	1,606,473.74
09/01/2028	690,000.00	5.250%	958,387.50	1,648,387.50	(41,301.26)	1,607,086.24
09/01/2029	725,000.00	5.250%	922,162.50	1,647,162.50	(41,301.26)	1,605,861.24
09/01/2030	765,000.00	5.250%	884,100.00	1,649,100.00	(41,301.26)	1,607,798.74
09/01/2031	805,000.00	5.250%	843,937.50	1,648,937.50	(41,301.26)	1,607,636.24
09/01/2032	850,000.00	5.250%	801,675.00	1,651,675.00	(41,301.26)	1,610,373.74
09/01/2033	895,000.00	5.250%	757,050.00	1,652,050.00	(41,301.26)	1,610,748.74
09/01/2034	940,000.00	5.250%	710,062.50	1,650,062.50	(41,301.26)	1,608,761.24
09/01/2035	990,000.00	5.250%	660,712.50	1,650,712.50	(41,301.26)	1,609,411.24
09/01/2036	1,040,000.00	5.250%	608,737.50	1,648,737.50	(41,301.26)	1,607,436.24
09/01/2037	1,095,000.00	5.250%	554,137.50	1,649,137.50	(41,301.26)	1,607,836.24
09/01/2038	1,155,000.00	5.250%	496,650.00	1,651,650.00	(41,301.26)	1,610,348.74
09/01/2039	1,215,000.00	5.250%	436,012.50	1,651,012.50	(41,301.26)	1,609,711.24
09/01/2040	1,275,000.00	5.250%	372,225.00	1,647,225.00	(41,301.26)	1,605,923.74
09/01/2041	1,345,000.00	5.250%	305,287.50	1,650,287.50	(41,301.26)	1,608,986.24
09/01/2042	1,415,000.00	5.250%	234,675.00	1,649,675.00	(41,301.26)	1,608,373.74
09/01/2043	1,490,000.00	5.250%	160,387.50	1,650,387.50	(41,301.26)	1,609,086.24
09/01/2044	1,565,000.00	5.250%	82,162.50	1,647,162.50	(1,693,351.26)	(46,188.76)
Total	\$20,130,000.00	-	\$13,832,306.25	\$33,962,306.25	(2,498,725.83)	\$31,463,580.42

Significant Dates

Dated	10/01/2023
First Coupon Date	9/01/2024

Yield Statistics

Bond Year Dollars	\$263,472.50
Average Life	13.089 Years
Average Coupon	5.2500000%
Net Interest Cost (NIC)	5.2500000%
True Interest Cost (TIC)	5.2444083%
Bond Yield for Arbitrage Purposes	5.2444083%
All Inclusive Cost (AIC)	5.3145321%

IRS Form 8038

Net Interest Cost	5.2500000%
Weighted Average Maturity	13.089 Years

City of Windom, Minnesota

\$20,130,000 Gross Revenue Hospital Bonds, Series 2023

Assumes Current Market Non-BQ, Non-Rated Rates plus 50bps

Proof of Reserve Fund Requirement

Date	Principal	Interest	TOTAL P+I
09/01/2024	-	968,756.25	968,756.25
09/01/2025	595,000.00	1,056,825.00	1,651,825.00
09/01/2026	625,000.00	1,025,587.50	1,650,587.50
09/01/2027	655,000.00	992,775.00	1,647,775.00
09/01/2028	690,000.00	958,387.50	1,648,387.50
09/01/2029	725,000.00	922,162.50	1,647,162.50
09/01/2030	765,000.00	884,100.00	1,649,100.00
09/01/2031	805,000.00	843,937.50	1,648,937.50
09/01/2032	850,000.00	801,675.00	1,651,675.00
09/01/2033	895,000.00	757,050.00	1,652,050.00
09/01/2034	940,000.00	710,062.50	1,650,062.50
09/01/2035	990,000.00	660,712.50	1,650,712.50
09/01/2036	1,040,000.00	608,737.50	1,648,737.50
09/01/2037	1,095,000.00	554,137.50	1,649,137.50
09/01/2038	1,155,000.00	496,650.00	1,651,650.00
09/01/2039	1,215,000.00	436,012.50	1,651,012.50
09/01/2040	1,275,000.00	372,225.00	1,647,225.00
09/01/2041	1,345,000.00	305,287.50	1,650,287.50
09/01/2042	1,415,000.00	234,675.00	1,649,675.00
09/01/2043	1,490,000.00	160,387.50	1,650,387.50
09/01/2044	1,565,000.00	82,162.50	1,647,162.50
Total	\$20,130,000.00	\$13,832,306.25	\$33,962,306.25

PROOF OF RESERVE FUND

MAXIMUM PERIODIC DEBT SERVICE

Omit First Period?	Yes
100 % of the Maximum Periodic Debt Service	1,652,050.00

AVERAGE PERIODIC DEBT SERVICE

Total P+I	33,962,306.25
Bond Years (Delivery Date)	20.92
125 % of the Average Periodic Debt Service	2,029,619.90

PERCENT OF PAR

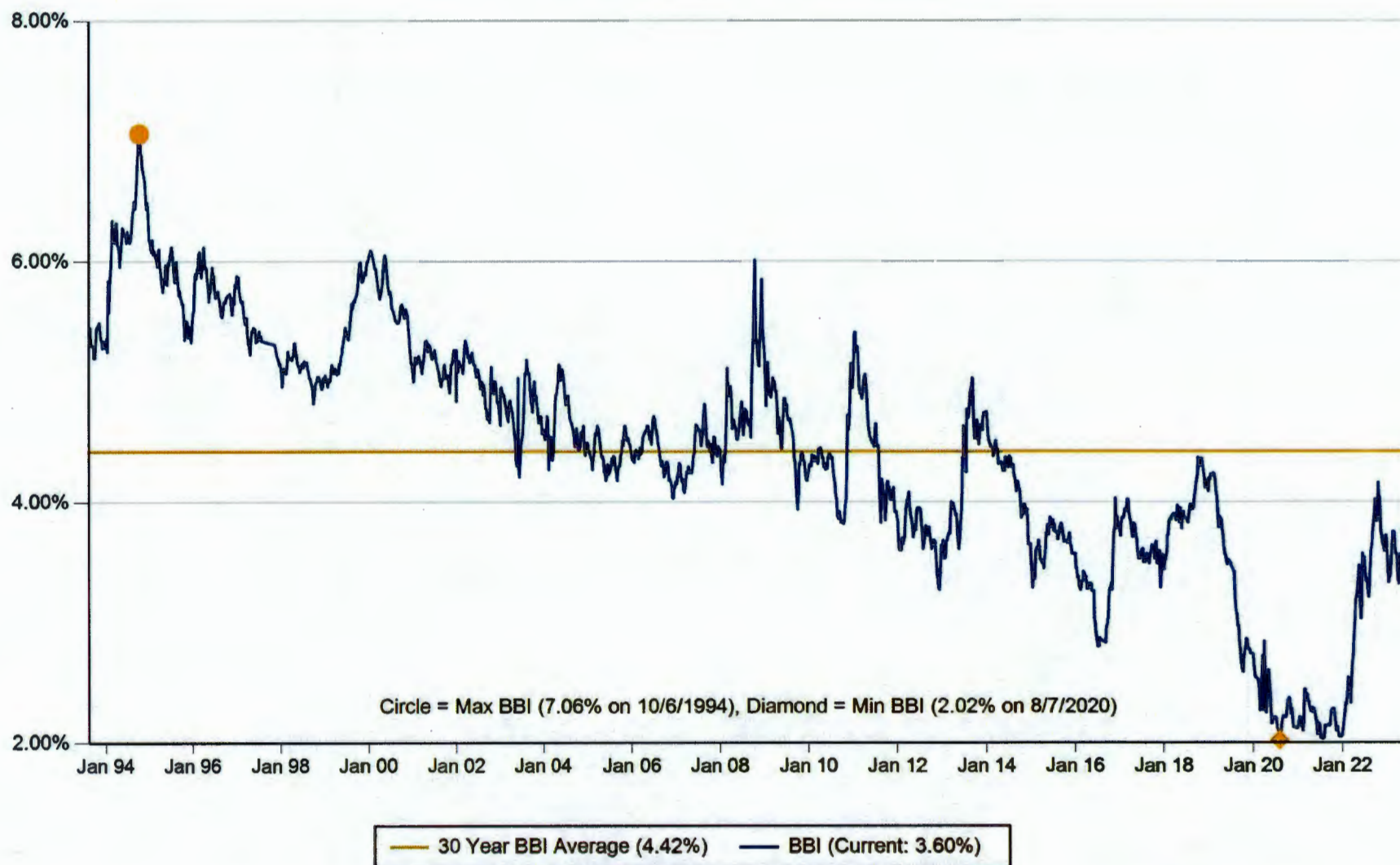
10 % of Par	2,013,000.00
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RESERVE REQUIREMENT

Computed Requirement	1,652,050.00
Proof's Requirement	1,652,050.00

30 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates August, 1993 - August, 2023



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



RESOLUTION #2023-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ISSUANCE OF PRIVATE ACTIVITY BONDS TO FINANCE HEALTH CARE FACILITIES

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

1. Authority and Purpose.
 - a. Pursuant to Minnesota Statutes, Chapter 447 (the "Act"), the Issuer owns and operates Windom Area Hospital, a municipal health care facility located in Windom, Minnesota, as a revenue producing enterprise.
 - b. Pursuant to Section 5.09 of the home rule Charter of the Issuer, the control and management of the Hospital is delegated to the Windom Area Hospital Board, which is appointed by the Mayor and confirmed by the Council (the "Board"). The Board has requested the Issuer to schedule a public hearing on the proposed issuance of Bonds described below.
2. The Project. The Board desires to undertake (i) a project consisting of the construction and equipping of an approximately 57,000 SF/4-level medical office building on the campus of the Windom Area Hospital to be attached to the existing facilities (the "Project"); and (ii) pay certain costs of issuance in connection with the proposed revenue obligations.
3. The Obligations. The Issuer will finance the Project through the issuance of obligations pursuant to the Act. The Issuer will issue such obligations, in an amount not anticipated to exceed \$20,500,000, in one or more series, in order to finance the cost of the Project (the "Obligations").
4. Public Hearing. The Issuer will conduct a public hearing on the issuance of the Obligations and the proposal to undertake and finance the Project.
5. Authorization. Bond Counsel is authorized and directed to complete the public notice, substantially in the form attached hereto as Exhibit A, and cause the notice to be published in the official newspaper of the Issuer not less than 7 days prior to the date set for the public hearing.
6. Rights Reserved. Nothing in this resolution shall be construed as an indication of an intent to approve this Project and issue the proposed Obligations. The Issuer specifically reserves the right to approve or disapprove the request after said public hearing.

Adopted by the Council this 15th day of August, 2023.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING

ON PROPOSED PROJECT AND THE ISSUANCE OF PRIVATE ACTIVITY BONDS TO FINANCE HEALTH CARE FACILITIES

CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA

Notice is hereby given that the City of Windom, a municipal corporation and political subdivision of the State of Minnesota (the "Issuer"), will in the City Council Chambers in City Hall located at 444 Ninth Street, Windom, Minnesota, at 6:30 p.m., on September 5, 2023, conduct a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") on the proposal that the Issuer issue its gross revenue obligations, in one or more series, under Minnesota Statutes, Chapter 447 and 475, in order to (1) finance the construction and equipping of an approximately 57,000 SF/4-level medical office building on the campus of the Windom Area Hospital to be attached to the existing facilities; and (2) pay certain costs of issuance in connection with the proposed gross revenue obligations. The project will be owned by the Issuer and operated by Windom Area Health, a component unit of the Issuer and managed by Sanford Health, a South Dakota nonprofit corporation and organization described in Section 501(c)(3) of the Code. The revenue obligations issued on a tax-exempt basis will be "qualified 501(c)(3) bonds" under the Code. The estimated total amount of the proposed revenue obligations is not expected to exceed \$20,500,000. All persons interested may appear and be heard at the time and place set forth above.

RESOLUTION #2023-

INTRODUCED:

SECONDED:

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

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$20,130,000
HEALTH CARE FACILITIES GROSS REVENUE BONDS, SERIES 2023A**

- A. WHEREAS, the City Council of the City of Windom, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's Health Care Facilities Gross Revenue Bonds, Series 2023A in the aggregate principal amount of approximately \$20,130,000 (the "Bonds"), to finance with other available funds, for the construction of an approximately 57,000 SF/4-level medical office building on the campus of the Windom Area Hospital to be attached to the existing facilities; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds and is therefore authorized to solicit proposals for the sale of the Bonds in accordance with the terms set forth in the pre-sale report; and

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

1. Authorizations. The City Council hereby authorizes Ehlers to structure the terms of the Bonds, provided that the final maturity shall be no later than September 1, 2044. The City Council authorizes the Mayor (or City Council member designated by the Mayor) and City Administrator including the Hospital CFO (the "Pricing Committee") to review proposals, select the placement agent and purchaser and take any other appropriate action with respect to the Bonds. Ehlers is further authorized to negotiate the sale of the Bonds with the selected placement agent and purchaser.
2. Parameters. The Pricing Committee is authorized to execute a proposal form with the selected purchaser for the sale of the Bonds (the "Proposal"), provided that, based on information provided by Ehlers, will produce the lowest true interest cost of the Bonds; the stated principal amount of the Bonds does not exceed \$20,500,000; and any placement agent/bank origination fees on the Bonds do not exceed 1.20% of the par amount thereof.
3. Meeting; Ratify Acceptance of Proposal; Award Bond Sale. The City Council shall meet at 6:30 p.m. on September 19, 2023 or another date set by City staff, to ratify the acceptance of the Proposal, to award the sale of the Bonds and to take any other appropriate action with respect to the Bonds.
4. Offering Document. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and the preparer of the offering document for the Bonds.
5. Intent to Reimburse. The City declares its official intent to reimburse itself for the costs of the improvements from the proceeds of the Bonds.

Adopted by the Council this 15th day of August, 2023.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator



August 11, 2023

Steven Nasby, City Administrator
John Peyerl, Chief Financial Officer/Windom Area Health
City of Windom, Minnesota
444 9th St
PO Box 38
Windom, MN 56101-0038

**Re: Written Municipal Advisor Client Disclosure with the City of Windom ("Client")
for Health Care Facilities Gross Revenue Bonds, Series 2023A ("Issuance")
Pursuant to MSRB Rule G-42**

Dear Steven and John:

Ehlers & Associates, Inc. ("Ehlers & Associates" or the "Municipal Advisor") is required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon, or promptly after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. Pursuant to these stated requirements, we must inform you that:

1. When providing municipal advisor advice, we are required to act in a fiduciary capacity, which includes both duty of loyalty and a duty of care.
2. We have an obligation to provide written disclosure of all material conflicts of interest, including any actual or potential conflicts that may impair our ability to render advice to you in accordance with our fiduciary duty, as well as our efforts to mitigate such conflicts. This information and other required disclosures are attached as **Appendix A**.

Ehlers & Associates will provide municipal advisor advice and service at the rates described in **Appendix B**.

This documentation and all attached appendices will remain in effect during the period indicated above unless otherwise terminated by either party upon 30 days written notice.

This Municipal Advisor Disclosure will be amended or supplemented to reflect any material changes during the term of our municipal advisory relationship.

We look forward to working with you on the Issuance.

Sincerely,

Ehlers & Associates

A handwritten signature in black ink, appearing to read 'Todd Hagen', is written over a horizontal line.

Todd Hagen
Senior Municipal Advisor/Vice President

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual or Potential Material Conflicts of Interest

Other than the disclosure of the conflicts of interest and required information set forth below, Ehlers & Associates knows of no other actual or potential material conflicts of interest that may impair our duties and obligations to the Client.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

Ehlers' Municipal Advisor fees may be contingent on the size and successful closing of a transaction. Compensation contingent on the size of a transaction presents a conflict of interest because the Municipal Advisor may have an incentive to advise the Client to increase the size of the securities issue for the purpose of increasing the Municipal Advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary or unsuitable financings to the Client. In addition, if the transaction is to be delayed or fail to close, a Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances or alternatives that may result in the cancellation of the transaction. Understanding these conflicts, the Client should select a form of compensation that best meets its needs for the agreed-upon scope of services set forth in this agreement and any applicable addenda.

Any form of compensation due the Municipal Advisor will likely present specific conflicts of interest. If the Client is concerned about conflicts arising from Municipal Advisor compensation contingent on size and/or closing of a transaction, Ehlers & Associates is willing to offer another form of municipal advisor compensation. The following conditions apply:

- The Client must notify Ehlers & Associates in writing of this request within 10 days of receipt of this Municipal Advisor Disclosure.
- Ehlers & Associates is required under MSRB rules to uphold its fiduciary obligation regardless of the method of compensation.

Other Engagements or Relationships Impairing Ability to Provide Municipal Advisor Advice

Ehlers & Associates is not aware of any other engagement or relationship that may impair our ability to render municipal advisor advice in accordance with our duties of loyalty and care.

Affiliated Entities

Ehlers Companies is a holding company with three wholly-owned subsidiaries. Ehlers & Associates is a registered municipal advisor and provides municipal advisory,

economic development, and dissemination agent services. Bond Trust Service Corporation (BTSC), which may be referenced as Ehlers Paying Agent Services, provides paying agent services. Ehlers Investment Partners (EIP), which may be referenced as Ehlers Investments, provides services with respect to the investment of bond proceeds and general cash accounts. If the Client requires services provided by BTSC or EIP while Ehlers & Associates is engaged as municipal advisor, we will ask if you wish to retain either of these affiliates to fulfill them. If the Client wishes to retain BTSC and/or EIP, each entity will draft a separate agreement for consideration and approval. Ehlers & Associates and these affiliates do not share fees. However, compensation paid to personnel of Ehlers & Associates and its affiliates is based on the overall profitability of the Ehlers Companies. Therefore, fees earned by the affiliates of Ehlers & Associates may affect the compensation of Ehlers & Associates personnel.

Ehlers Companies is the owner of Ehlers & Associates. Ehlers Companies does not participate in the day-to-day operations of the Municipal Advisor.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers & Associates does not use solicitors to secure municipal advisor engagements. We also do not make direct or indirect payments to obtain or retain municipal advisory engagements with the Client.

Payments from Third Parties

Ehlers & Associates does not receive any direct or indirect payments from third-parties to enlist Ehlers & Associates' recommendation to the Client of third-party services, any municipal securities transaction or any municipal financial product.

Payments/Fee-splitting Arrangements

Ehlers & Associates does not share fees with any unaffiliated parties that provide services to the Client. However, within a joint proposal with other professional service providers, Ehlers & Associates could be the contracting party, or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In these cases, we will identify the fee due Ehlers & Associates in the Municipal Advisor Disclosure. Ehlers & Associates will receive no other fees from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers & Associates is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers & Associates nor any of its associated persons have been involved in any legal or disciplinary events reported on Form MA or MA-I and there are no other material legal or disciplinary events to be reported. Ehlers & Associates' application for permanent registration as a municipal advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. This application did not list any information on legal or disciplinary disclosures.

The Client may access Ehlers & Associates' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <https://www.sec.gov/edgar/searchedgar/companysearch> under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers & Associates has not made any material changes to Form MA or Form MA-I since they were last updated.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. The site includes a municipal advisory client brochure describing the protections that MSRB rules may provide and how to file a complaint with an appropriate regulatory authority.

Appendix B

Debt Issuance Scope of Work

Scope of Service

The Client has retained Ehlers & Associates to assist the Client with the issuance of debt ("Issuance") to finance and/or refinance a project. Ehlers & Associates agrees to work with the Client's Financing Team (Client staff member(s) and other professionals such as Bond Counsel selected by the Client to assist in the Issuance) and provide the following scope of services in connection with the Issuance:

Authorization

- Provide information or input to assist Client with meeting the legal Issuance requirements.
- Develop a timeline of steps and actions required to meet legal and financing requirements related to the Issuance. As directed, requested or required:
 - assist Client with selection and engagement of other members of the finance team;
 - participate in preparing materials and/or attending meetings for proceedings required to lawfully authorize the Issuance;
 - assist Client in preparing information to explain the financing plan and the financial impact of the Issuance;
 - attend meetings to assist in explaining the financing plan and the impact of the proposed Issuance to elected officials and constituents.

Debt Issuance

- Use its best efforts to execute the financing plan in accordance with Client's directives;
- Present a financing plan to Client in the form of a Presale Report;
- Request current and necessary information from Client, if the Issuance proceeds forward;
- Discuss with Client post-issuance compliance obligations including continuing disclosure, record-keeping, arbitrage monitoring;
- Finalize Issuance details and time line with Client;
- Assist, as directed by Client, with preparation, review or distribution of Client's offering document as determined appropriate upon discussion with Client and Client's Financing Team;
- Assist Client with responding to questions regarding the Issuance;
- Review on behalf of Client potential purchasers' proposal and independently verify customary calculations;
- Advise Client on any proposed changes to purchaser's proposal to include timing and structuring of debt service payment, call features and loan covenants;
- Assist with day of sale activities as determined after discussion with the Financing Team;
- Document the results of day of sale activities in the form of a Sale Day Report;
- Ehlers and their associated persons are not acting as a placement agent on behalf of the Client and will not provide a list of potential buyers or negotiate

directly with buyer key terms and conditions of the placement. Ehlers shall provide advice to the Client limited to the terms and conditions, timing and structure of debt service repayment;

- Distribute final offering document to Client, purchaser and financing team;
- Review New Issue disclosure requirements, including verification of whether client is subject to disclosure requirements, and notification as to changes in disclosure type, as necessary;
- Determine the need to create or update post issuance policies and procedures, as necessary;
- Conduct Disclosure Compliance review, including creating or updating compliance review checklists, preparing language for offering documents, preparing any required special disclosure language for bond counsel, file corrective disclosure filings, as necessary;
- Review issue background and declarations of intent, along with spend down plan in light of applicable arbitrage rules, including determination of exempt status, as necessary.

Post Issuance

- Prior to the closing of the Issuance, coordinate the closing including document development and distribution as well as coordinate transfer of funds, as required;
- Provide electronic or hard copy issuance transcripts, as required;
- Respond to Client questions relating to the Issuance;
- Monitor refunding opportunities on Client's behalf for all Client debt;
- File financial obligation event notice, as necessary;
- Orient issuer to basic arbitrage concepts, tracking tools and record retention requirements, as necessary;
- Provide cash flow analysis and monitoring, including communicating records retention and spend down requirements, throughout the spend down process, as necessary;
- Discuss issuer concerns as they relate to arbitrage related issues, as necessary.

Compensation

The fee for this engagement shall not exceed \$68,438. This fee covers all services to be provided by Ehlers & Associates under the "Scope of Service" section set forth in this agreement.

The Client will not be assessed by Ehlers & Associates any costs relating to copies, postage or mileage. Ehlers & Associates fees are due and payable upon the closing of the issue and will be paid at closing from Issuance proceeds unless directed otherwise in writing by the Client.

The Client is responsible for all other expenses related to the Issuance. Examples of potential expenses that may apply include, but are not limited to, the following: underwriting discount, legal services, rating expenses, publication of notices, paying agent fees, escrow agent fees, verification agent, trustee fees, accounting services,

CUSIP expense, and any fees charged for information required for preparation of an official statement or other offering document.

Hourly Charges

For any service directed by the Client and not covered by this, or another applicable Appendix, Ehlers & Associates will bill the Client at an hourly rate dependent upon the tasks and staff required to meet Client request. The hourly rate(s) will be no less than \$125.00 per hour and no more than \$350.00 per hour.

This debt issuance engagement will end upon the Client's receipt of debt issuance funds.

Action Memo



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Jason Sykora, Electric Superintendent
DATE: August 10, 2023
RE: Electric Department – Generation Building Re-bid
DEPT: Electric
CONTACT: Jason Sykora: Jason.sykora@windommn.com Phone: 831-6151

Recommendations/Options/Action Requested

1. Affirm re-bidding of the Electric Generation Building project.

Issue Summary/Background

The Electric Department solicited bids for the construction of a generation building. Bids were due on August 9th. Upon bid opening there were no bids received.

DGR, Inc., the engineers\architects on this project, noted that they had a long list of plan holders including seven general contractors, many of which were present at the pre-bid meeting. One general contractor appeared in person and stated they intended on bidding but were unable to secure numbers from one of the subcontractors so they did not have a completed bid to submit. Other general contractors were going to be contacted by DGR inquiring on the reasons for the lack of bids despite high interest.

As the generators for this project have been awarded under separate bid, keeping this project for the generation building on schedule is imperative. Staff worked with DGR to get a re-bid schedule established pending authorization by the Utility Commission, which meets on August 15.

Fiscal Impact

There is no fiscal impact to the re-bidding other than the cost of publication, estimated to be less than \$500.

Attachments

1. None.

RESOLUTION #2023-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

CITY OF WINDOM

RESOLUTION ACCEPTING DEDICATIONS OF STREET EASEMENTS

WHEREAS, Scott Veenker and Aimee Veenker ("Veenkers") own real estate in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 24, Township 105 North, Range 36 West of the 5th P.M. in the City of Windom, Cottonwood County, Minnesota, which is identified as Parcel No. 25-024-0621; and

WHEREAS, Veenkers sold a tract of land located in this parcel to BMP Investments LLC ("BMP") which is identified as Parcel No. 25-024-0623; and

WHEREAS, as part of this transaction, Veenkers granted a 40-foot wide by 235-foot long ingress and egress easement to BMP on Veenkers' property adjacent to and lying southwesterly of the parcel conveyed to BMP; and included in the easement document was Veenkers' agreement to construct a road within the easement area; and

WHEREAS, on August 31, 2022, Veenkers executed a Dedication of Street Easement to the City of Windom for the same easement property which is described as:

That part of the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 24, Township 105 North, Range 36 West of the 5th Principal Meridian in the City of Windom, Cottonwood County, Minnesota, described as follows:

Commencing at an existing iron monument with Survey Cap No. 23008 which is located at a point on the Northwestern right-of-way line of Minnesota Trunk No. 60, which is 1,150.00 feet Northeasterly of the point where the West line of the Southeast Quarter of said Section 24 intersects with said Northwestern right-of-way line of Minnesota Highway No. 60, said point also being the most Easterly corner of Lot 1, Block 2 of Adele Plaza Subdivision as filed and recorded in the office of the Cottonwood County Recorder's Office; thence North 51 degrees 05 minutes 21 seconds East, assumed bearing, along the Northwestern right-of-way line of Highway No. 60 a distance of 200.00 feet, more or less to the most Southerly corner of the tract of real estate described in that certain Warranty Deed which was recorded at the Cottonwood County, Minnesota, Recorder's Office as Document No. 249903; thence continuing North 51 degrees 05 minutes 21 seconds East along the Northwestern right-of-way line of Minnesota State Highway No. 60 a distance of 225.00 feet to the point of beginning of the street easement; thence North 38 degrees 54 minutes 39 seconds West, parallel with the Northeasterly line of Lot 1, Block 2 of said Adele Plaza Subdivision a distance of 235.00 feet, to the end of the Southeasterly right-of-way line of Maple Avenue; thence North 51 degrees 05 minutes 21 seconds East a distance of 40.00 feet; thence South 38 degrees 54 minutes 39 seconds East a

distance of 235.00 feet, more or less, to the Northwestern right-of-way line of Minnesota State Highway No. 60; thence Southwesterly along the Northwestern right-of-way line of Minnesota State Highway No. 60 a distance of 40.00 feet, more or less, to the point of beginning of the street easement; and

WHEREAS, Firefly Properties, Inc. owns property (Parcel No. 25-024-0620) adjacent to the easement area granted by Veenkers; and

WHEREAS, on August 31, 2022, Firefly Properties, Inc. executed a Dedication of Street Easement to the City of Windom for property (20-foot wide by 235-foot long) located on the northeasterly side of their parcel and described as:

That part of the Northwest Quarter of the Southeast Quarter of Section 24, Township 105 North, Range 36 West of the 5th Principal Meridian in the City of Windom, Cottonwood County, Minnesota, described as follows:

Commencing at an existing iron monument with survey cap number 23008 which is located at a point on the Northwestern right-of-way line of Minnesota Highway No. 60 which is 1,150.00 feet Northeasterly of the point where the West line of the SE¼ of said Section 24 intersects the Northwestern right-of-way line of Minnesota Highway No. 60, said point also being the most Easterly corner of Lot 1, Block 2 of Adele Plaza Subdivision as filed and recorded in the office of the Cottonwood County Recorder's Office; thence North 51 degrees 05 minutes 21 seconds East, assumed bearing, along the Northwestern right-of-way line, of said Highway No. 60 a distance of 200.00 feet, more or less to the most Southerly corner of the tract of real estate described in that certain Warranty Deed which was recorded at the Cottonwood County, Minnesota, Recorder's Office as Document No. 249903; thence continuing North 51 degrees 05 minutes 21 seconds East along said Northwestern right-of-way line of Highway No. 60 a distance of 225.00 feet to the point of beginning of the street easement; thence North 38 degrees 54 minutes 39 seconds West, parallel with the Northeasterly line of Lot 1, Block 2 of said Adele Plaza Subdivision a distance of 235.00 feet, to the end of the Southeasterly right-of-way line of Maple Avenue; thence South 51 degrees 05 minutes 21 seconds West, along the Southeasterly right-of-way line of Maple Avenue, a distance of 20.00 feet; thence South 38 degrees 54 minutes 39 seconds East a distance of 235.00 feet more or less, to the Northwestern right-of-way line of Minnesota State Highway No. 60; thence Northeasterly along the Northwestern right-of-way line of said Minnesota State Highway No. 60 a distance of 20.00 feet, more or less, to the point of beginning of the street easement; and

WHEREAS, the proposed new city street would be located between Dollar General and Crystal Clean Car Wash; and it is in the best interests of the City of Windom that the City accept these Dedications of Street Easements; and

WHEREAS, a survey of the proposed new street area was prepared by Zieske Land Surveying, Inc. and signed by Dennis Esplan on December 15, 2022.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM,
MINNESOTA, RESOLVES AS FOLLOWS:**

1. The City of Windom accepts the grant and dedication of the aforementioned street easement from Scott R. Veenker and Aimee E. Veenker as set forth above.

2. The City of Windom accepts the grant and dedication of the aforementioned street easement from Firefly Properties, Inc. as set forth above.

3. The survey of the proposed new street area, prepared by Zieske Land Surveying, Inc. and signed by Dennis Esplan on December 15, 2022, is approved for submission to the Minnesota Department of Transportation to assist with their preparations for construction of the new right-turn lane for this new street. City Staff is directed to record the survey with the Cottonwood County Recorder's Office.

4. The City of Windom hereby irrevocably and unconditionally agrees not to assess Scott Veenker or Aimee Veenker, or their successors and assigns, for any fees and costs to initially construct the street which includes earthwork and grading, paving, drainage, and utilities.

5. The City of Windom hereby irrevocably and unconditionally agrees not to assess Firefly Properties, Inc., or its successors and assigns, for any fees and costs to initially construct the street which includes earthwork and grading, paving, drainage, and utilities.

6. BMP Investments LLC has agreed to a voluntary assessment for its share of the initial costs for construction of the new city street and shall not be assessed any additional fees and costs for the initial construction of this street.

7. The City of Windom retains the right to assess Scott Veenker, Aimee Veenker, Firefly Properties, Inc.; and BMP Investments LLC, or their successors and assigns, their appropriate shares for fees and costs to repair, maintain, replace, and/or improve the street after the street is initially constructed.

8. Upon completion of the construction of the new street pursuant to the City Engineer's specifications, the City Council shall adopt a resolution to officially open this new street to be known as 25th Street.

ADOPTED this 15th day of August, 2023.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

DEDICATION OF STREET EASEMENT

Date: August 3/ , 2022

FOR VALUABLE CONSIDERATION, Scott R. Veenker and Aimee E. Veenker, husband and wife, ("**Grantor**") hereby grant, convey, and dedicate to the City of Windom a home rule charter city under the laws of the State of Minnesota, a permanent public street easement (not fee title) over, under, and across the real estate described on Exhibit "A" attached hereto.

The City of Windom, shall have the right to grade, fill, drain, pave, construct, operate, maintain, repair, inspect, and rebuild roads, highways, utility lines, pipes, culverts, bridges, drainage ways, ramps, sidewalks, curbs, gutters, and all other infrastructure related to a public street, over, under and across the entire easement area. The City of Windom shall also have the right to cut and trim branches, trees, and other growth that is located within the easement area. If the City of Windom cuts, trims, and/or removes branches, trees or other growth within the easement area the City of Windom shall not have to compensate Grantor for the trees, branches, or other growth that are removed.

This is a permanent street easement which shall run with the land.

Grantor



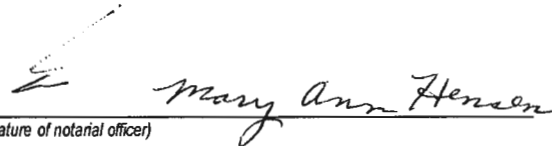
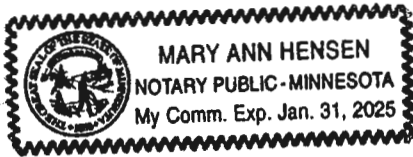
Scott R. Veenker



Aimee E. Veenker

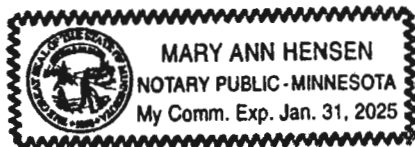
State of Minnesota, County of Cottonwood

This instrument was acknowledged before me on August 31, 2022, by Scott R. Veenker, husband of Aimee E. Veenker.


(signature of notarial officer)

State of Minnesota, County of Cottonwood

This instrument was acknowledged before me on August 31, 2022, by Aimee E. Veenker, wife of Scott R. Veenker.


(signature of notarial officer)

THIS INSTRUMENT WAS DRAFTED BY:
Ronald J. Schramel
Attorney at Law
910 Fourth Avenue, PO Box 505
Windom, MN 56101
P: (507) 831-1301
F: (507) 831-4200

Exhibit "A"

That part of the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 24, Township 105 North, Range 36 West of the 5th Principal Meridian in the City of Windom, Cottonwood County, Minnesota, described as follows:

Commencing at an existing iron monument with Survey Cap No. 23008 which is located at a point on the Northwestern right-of-way line of Minnesota Trunk No. 60, which is 1,150.00 feet Northeasterly of the point where the West line of the Southeast Quarter of said Section 24 intersects with said Northwestern right-of-way line of Minnesota Highway No. 60, said point also being the most Easterly corner of Lot 1, Block 2 of Adele Plaza Subdivision as filed and recorded in the office of the Cottonwood County Recorder's Office; thence North 51 degrees 05 minutes 21 seconds East, assumed bearing, along the Northwestern right-of-way line of Highway No. 60 a distance of 200.00 feet, more or less to the most Southerly corner of the tract of real estate described in that certain Warranty Deed which was recorded at the Cottonwood County, Minnesota, Recorder's Office as Document No. 249903; thence continuing North 51 degrees 05 minutes 21 seconds East along the Northwestern right-of-way line of Minnesota State Highway No. 60 a distance of 225.00 feet to the point of beginning of the street easement; thence North 38 degrees 54 minutes 39 seconds West, parallel with the Northeasterly line of Lot 1, Block 2 of said Adele Plaza Subdivision a distance of 235.00 feet, to the end of the Southeasterly right-of-way line of Maple Avenue; thence North 51 degrees 05 minutes 21 seconds East a distance of 40.00 feet; thence South 38 degrees 54 minutes 39 seconds East a distance of 235.00 feet, more or less, to the Northwestern right-of-way line of Minnesota State Highway No. 60; thence Southwesterly along the Northwestern right-of-way line of Minnesota State Highway No. 60 a distance of 40.00 feet, more or less, to the point of beginning of the street easement.

DEDICATION OF STREET EASEMENT

Date: August 31, 2022

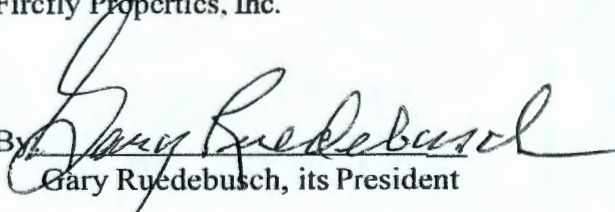
FOR VALUABLE CONSIDERATION, Firefly Properties, Inc., a corporation organized under the laws of the State of Kansas, ("**Grantor**") hereby grants, conveys, and dedicates to the City of Windom a home rule charter city under the laws of the State of Minnesota, a permanent public street easement (not fee title) over, under, and across the real estate described on Exhibit "A" attached hereto.

The City of Windom shall have the right to grade, fill, drain, pave, construct, operate, maintain, repair, inspect, and rebuild roads, highways, utility lines, pipes, culverts, bridges, drainage ways, ramps, sidewalks, curbs, gutters, and all other infrastructure related to a public street, over, under and across the entire easement area. The City of Windom shall also have the right to cut and trim branches, trees, and other growth which is located within the easement area. If the City of Windom cuts, trims, and/or removes branches, trees, or other growth within the easement area the City of Windom shall not have to compensate Grantor for the trees, branches, or other growth that is removed.

This is a permanent street easement which shall run with the land.

Grantor

Firefly Properties, Inc.

By 
Gary Ruedebusch, its President

State of Kansas, County of SEDGWICK

This instrument was acknowledged before me on 31st August, 2022, by
Gary Ruedebusch in his capacity as President of Firefly Properties, Inc. a Kansas
Corporation.




(signature of notarial officer)

THIS INSTRUMENT WAS DRAFTED BY:
Ronald J. Schramel
Attorney at Law
910 Fourth Avenue, PO Box 505
Windom, MN 56101
P: (507) 831-1301
F: (507) 831-4200

Dedication of Street Easement - Firefly Properties, Inc. to City of Windom

Exhibit "A"

That part of the Northwest Quarter of the Southeast Quarter of Section 24, Township 105 North, Range 36 West of the 5th Principal Meridian in the City of Windom, Cottonwood County, Minnesota, described as follows:

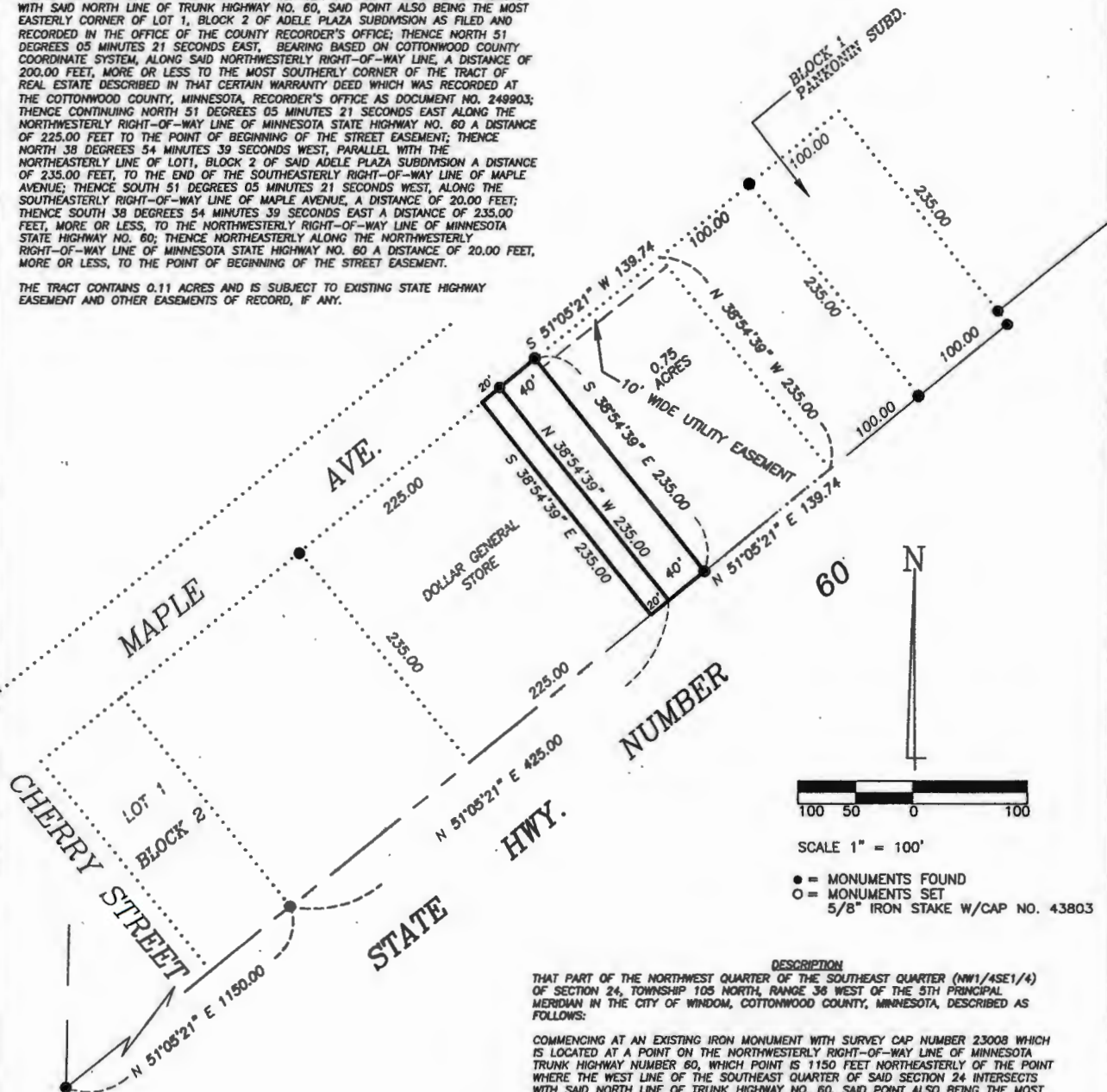
Commencing at an existing iron monument with survey cap number 23008 which is located at a point on the Northwestern right-of-way line of Minnesota Highway No. 60 which is 1,150.00 feet Northeasterly of the point where the West line of the SE¼ of said Section 24 intersects the Northwestern right-of-way line of Minnesota Highway No. 60, said point also being the most Easterly corner of Lot 1, Block 2 of Adele Plaza Subdivision as filed and recorded in the office of the Cottonwood County Recorder's Office; thence North 51 degrees 05 minutes 21 seconds East, assumed bearing, along the Northwestern right-of-way line, of said Highway No. 60 a distance of 200.00 feet, more or less to the most Southerly corner of the tract of real estate described in that certain Warranty Deed which was recorded at the Cottonwood County, Minnesota, Recorder's Office as Document No. 249903; thence continuing North 51 degrees 05 minutes 21 seconds East along said Northwestern right-of-way line of Highway No. 60 a distance of 225.00 feet to the point of beginning of the street easement; thence North 38 degrees 54 minutes 39 seconds West, parallel with the Northeasterly line of Lot 1, Block 2 of said Adele Plaza Subdivision a distance of 235.00 feet, to the end of the Southeasterly right-of-way line of Maple Avenue; thence South 51 degrees 05 minutes 21 seconds West, along the Southeasterly right-of-way line of Maple Avenue, a distance of 20.00 feet; thence South 38 degrees 54 minutes 39 seconds East a distance of 235.00 feet more or less, to the Northwestern right-of-way line of Minnesota State Highway No. 60; thence Northeasterly along the Northwestern right-of-way line of said Minnesota State Highway No. 60 a distance of 20.00 feet, more or less, to the point of beginning of the street easement.

DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) OF SECTION 24, TOWNSHIP 105 NORTH, RANGE 36 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON MONUMENT WITH SURVEY CAP NUMBER 23008 WHICH IS LOCATED AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MINNESOTA TRUNK HIGHWAY NUMBER 60, WHICH POINT IS 1150 FEET NORTHEASTERLY OF THE POINT WHERE THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 INTERSECTS WITH SAID NORTH LINE OF TRUNK HIGHWAY NO. 60, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 1, BLOCK 2 OF ADELE PLAZA SUBDIVISION AS FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER'S OFFICE; THENCE NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST, BEARING BASED ON COTTONWOOD COUNTY COORDINATE SYSTEM, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET, MORE OR LESS TO THE MOST SOUTHERLY CORNER OF THE TRACT OF REAL ESTATE DESCRIBED IN THAT CERTAIN WARRANTY DEED WHICH WAS RECORDED AT THE COTTONWOOD COUNTY, MINNESOTA, RECORDER'S OFFICE AS DOCUMENT NO. 249903; THENCE CONTINUING NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MINNESOTA STATE HIGHWAY NO. 60 A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING OF THE STREET EASEMENT; THENCE NORTH 38 DEGREES 54 MINUTES 39 SECONDS WEST, PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 1, BLOCK 2 OF SAID ADELE PLAZA SUBDIVISION A DISTANCE OF 235.00 FEET, TO THE END OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE SOUTH 51 DEGREES 05 MINUTES 21 SECONDS WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 38 DEGREES 54 MINUTES 39 SECONDS EAST A DISTANCE OF 235.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MINNESOTA STATE HIGHWAY NO. 60; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MINNESOTA STATE HIGHWAY NO. 60 A DISTANCE OF 20.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE STREET EASEMENT.

THE TRACT CONTAINS 0.11 ACRES AND IS SUBJECT TO EXISTING STATE HIGHWAY EASEMENT AND OTHER EASEMENTS OF RECORD, IF ANY.



DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) OF SECTION 24, TOWNSHIP 105 NORTH, RANGE 36 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON MONUMENT WITH SURVEY CAP NUMBER 23008 WHICH IS LOCATED AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MINNESOTA TRUNK HIGHWAY NUMBER 60, WHICH POINT IS 1150 FEET NORTHEASTERLY OF THE POINT WHERE THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 INTERSECTS WITH SAID NORTH LINE OF TRUNK HIGHWAY NO. 60, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF LOT 1, BLOCK 2 OF ADELE PLAZA SUBDIVISION AS FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER'S OFFICE; THENCE NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST, BEARING BASED ON COTTONWOOD COUNTY COORDINATE SYSTEM, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET, MORE OR LESS TO THE MOST SOUTHERLY CORNER OF THE TRACT OF REAL ESTATE DESCRIBED IN THAT CERTAIN WARRANTY DEED WHICH WAS RECORDED AT THE COTTONWOOD COUNTY, MINNESOTA, RECORDER'S OFFICE AS DOCUMENT NO. 249903; THENCE CONTINUING NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MINNESOTA STATE HIGHWAY NO. 60 A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING OF THE STREET EASEMENT; THENCE NORTH 38 DEGREES 54 MINUTES 39 SECONDS WEST, PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 1, BLOCK 2 OF SAID ADELE PLAZA SUBDIVISION A DISTANCE OF 235.00 FEET, TO THE END OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE NORTH 51 DEGREES 05 MINUTES 21 SECONDS EAST A DISTANCE OF 40.00 FEET; THENCE SOUTH 38 DEGREES 54 MINUTES 39 SECONDS EAST A DISTANCE OF 235.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MINNESOTA STATE HIGHWAY NO. 60; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MINNESOTA STATE HIGHWAY NO. 60 A DISTANCE OF 40.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE STREET EASEMENT.

THE TRACT CONTAINS 0.22 ACRES AND IS SUBJECT TO EXISTING STATE HIGHWAY EASEMENT AND OTHER EASEMENTS OF RECORD, IF ANY.



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 12-15-2022 Certificate # 43803

ZIESKE LAND SURVEYING, INC.
Dennis Ray Esplan P.L.S.

840 4th Avenue, Box 94
Windom, MN 56101
Phone: (507) 831-0100

SURVEY FOR: City of Windom, Minnesota
PROJECT NUMBER: C 2247 S
DATE: October 25, 2022

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: Scott Peterson, Chief of Police
DATE: 08/15/23
RE: Body Camera Audit
DEPT: Police
CONTACT: Scott Peterson, Chief of Police; scott.peterson@windompdmn.com

Recommendations/Options/Action Requested Minnesota Statute 13.825 sub.9 (c) requires a law enforcement agency to provide the results of their biennial body camera audit to the governing body that appropriates their operating budget. Attached are the results of body camera audit the Windom Police Department had conducted on their recording operations.

Issue Summary/Background

Lynn Lembcke, of Lembcke Consulting, was hired to conduct the audit. This is required by law every 2 years for agencies that use body cameras. It was found that the Windom Police Department had no discrepancies in their procedures for camera usage.

Fiscal Impact

The 2023 budget contained funds to cover the costs of this audit.

Attachments

Report from Lynn Lembcke.

INDEPENDENT AUDIT REPORT

Chief Scott Peterson
Windom Police Department
444 9th St.
Windom, MN 56101

Dear Chief Peterson:

An independent audit of the Windom Police Department's Portable Recording System (body-worn cameras (BWCs)) was conducted on June 13, 2023. The objective of the audit was to verify Windom Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Windom Police Department is located in Cottonwood County and employs ten (10) peace officers. The Windom Police Department utilizes WatchGuard body-worn cameras and Evidence Library software. BWC data is uploaded to a local file server hosted by Cottonwood County and is offloaded to the Microsoft Azure Cloud. The audit covers the time period June 16, 2021, through May 31, 2023.

Audit Requirement: Data Classification

Determine if the data collected by BWCs are appropriately classified.

BWC data is presumptively private. All data collected by the Windom Police Department during the audit period is classified as private or non-public data. The Windom Police Department had no instances of the discharge of a firearm by a peace officer in the course of duty, use of force by a peace officer that resulted in substantial bodily harm, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The Windom Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in WatchGuard. At the conclusion of a BWC recording, a WatchGuard category type is assigned. Each WatchGuard category type has an associated retention period. Upon reaching the retention date, data is systematically deleted.

An Active and Purged Events Report was produced for all BWC data collected and deleted during the audit period. Random records from the report were selected and the created date was verified against the purge date. All records were maintained or deleted in accordance with the scheduled record retention. All records were maintained for at least the minimum 90 days required by statute. Deleted BWC video, meta data, and audit trails are not accessible in the WatchGuard Evidence Library.

Active BWC data is accessible in the WatchGuard Evidence Library. The server log maintains a listing of all active and deleted BWC data with associated meta data.

The Windom Police Department has received no requests from data subjects to retain BWC data beyond the applicable retention period.

The Assistant Chief monitors BWC data for proper categorization to ensure BWC data are appropriately retained and destroyed.

No discrepancies noted.

Audit Requirement: Access by Data Subjects

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a written request. During the audit period, the Windom Police Department had received no requests to view BWC data but did receive a request for a copy of BWC data. Data subjects who had not consented to the release of the data were redacted.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the policies and procedures for use of portable recording systems by required by section 626.8473;

and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Windom Police Department's BWC inventory consists of eight (8) devices. Devices are assigned to individual officers.

The Windom Police Department BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The policy requires officers to conduct a function test of their issued BWC at the beginning of each shift to make sure the device is operating properly. Officers noting a malfunction during testing, or any other time, must promptly report the malfunction to the Assistant Chief.

Peace officers were trained on the use of BWCs during implementation. New officers are trained as part of their field training program.

Officers working on randomly selected dates, and randomly selected calls for service, were verified against the Evidence Created Report and confirmed that BWCs are being deployed and officers are wearing and activating their BWCs. A comparison of BWC data collected quarterly to calls for service shows an increase in the collection of BWC data.

The total amount of active BWC data is accessible in the WatchGuard Evidence Library. Total amount of active and deleted data is documented in the Active and Purged Vista Events Reports.

The Windom Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention in WatchGuard. BWC video is fully deleted from the local file server upon the scheduled deletion date. Meta data information is maintained on the server. BWC data is available upon request, and access may be requested by submission of a written request.

No discrepancies noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Windom Police Department's BWC policy states that officers may use only department - issued BWCs in the performance of official duties for the agency or when performing authorized law enforcement services as an employee of the department.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of

portable recording systems and in maintaining portable recording system data.

The Assistant Chief of Police conducts random reviews of BWC data to ensure proper labeling and compliance with policy.

Nonpublic BWC data is only available to persons who work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of group roles and permissions in WatchGuard. Permissions are based on staff work assignments. User access is administered by Cottonwood County IT under the direction of the Assistant Chief.

The BWC policy governs access to and sharing of data. Agency personnel may access BWC data only when there is a business need for doing so. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law-enforcement-related purposes. Access to data is captured in the audit log. The BWC policy states that unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

When BWC data is deleted from WatchGuard, its contents cannot be determined.

Neither the Windom Police Department nor Cottonwood County has had a security breach.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Windom Police Department's BWC policy allows for the sharing of data with other law enforcement agencies, prosecutors, courts and other criminal justice entities as provided by law. The Windom Police Department requires a written request from law enforcement agencies seeking access to BWC data. Sharing of data is documented in WatchGuard Cloud Share and the Records Management System case notes. The written request is maintained in the case file.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

The WatchGuard Evidence Library and the Active and Purged Event Reports document the date and time portable recording system data was collected. The WatchGuard Cloud Share report, the

audit log, and the Records Management System case notes document how the data are used and shared.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

Windom Police Department's BWC data is uploaded to a server hosted by Cottonwood County. The server is located in a secure area, and access to the server is password protected. BWC data is offloaded daily to the Microsoft Azure Government Cloud. The Microsoft Azure Government Cloud is compliant with the CJIS Security Policy and appears on the BCA's list of screened vendors. A BCA security audit was conducted in September of 2021.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The Windom Police Department solicited for public comment on the City's Facebook site and an online Survey Monkey. The Windom City Council held a public hearing at their June 15, 2021, meeting. The body worn camera program was implemented June 16, 2023.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

The Windom Police Department has established and enforces a BWC policy. The policy was compared to the requirements of Minn. Stat. § 626.8473. The agency's policy includes all minimum requirements of Minn. Stat. § 626.8473. The BWC policy is posted on the agency's website.

No discrepancies noted.

This report was prepared exclusively for the City of Windom and Windom Police Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: July 30, 2023

Lynn Lembcke Consulting

Lynn Lembcke

Lynn Lembcke

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: Tim Hogan, Recreation Director, Jon Ketzenberg, Parks Superintendent
DATE: August 15th, 2023
RE: Tegels Park Shelter Cameras
DEPT: Parks
CONTACT: Tim Hogan 507-822-0514 (e-mail- tim.hogan@windommn.com)

Recommendations/Options/Action Requested

Recommendation from the Parks and Recreation Commission to approve the new cameras to be installed on the Tegels Park Shelter at a cost of \$7,901.13.

Fiscal Impact

Money was not budgeted in the Parks Department budget for the cost of new cameras for the Tegels park shelter. Commission would like to see the City cover the cost.



FREEDOM SECURITY

AND SURVEILLANCE

steve.nasby@windommn.com
444 9th Street, P.O. Box 38
Windom MN 56101

Freedom Security and Surveillance
North Mankato
Tel. 507-345-5352
www.freedomsecuritysys.com

CUSTOMER QUOTATION NO. 493

Quote No: 493
Site: 56101
Site Contact: Steve Nasby
Salesperson: Mike Bales
Created Date: 07/12/2023
Date: 07/12/2023

require ments for cameras

Video Surveillance - Installations

Target Park Additions and Changes, Includes:

10% volume discount

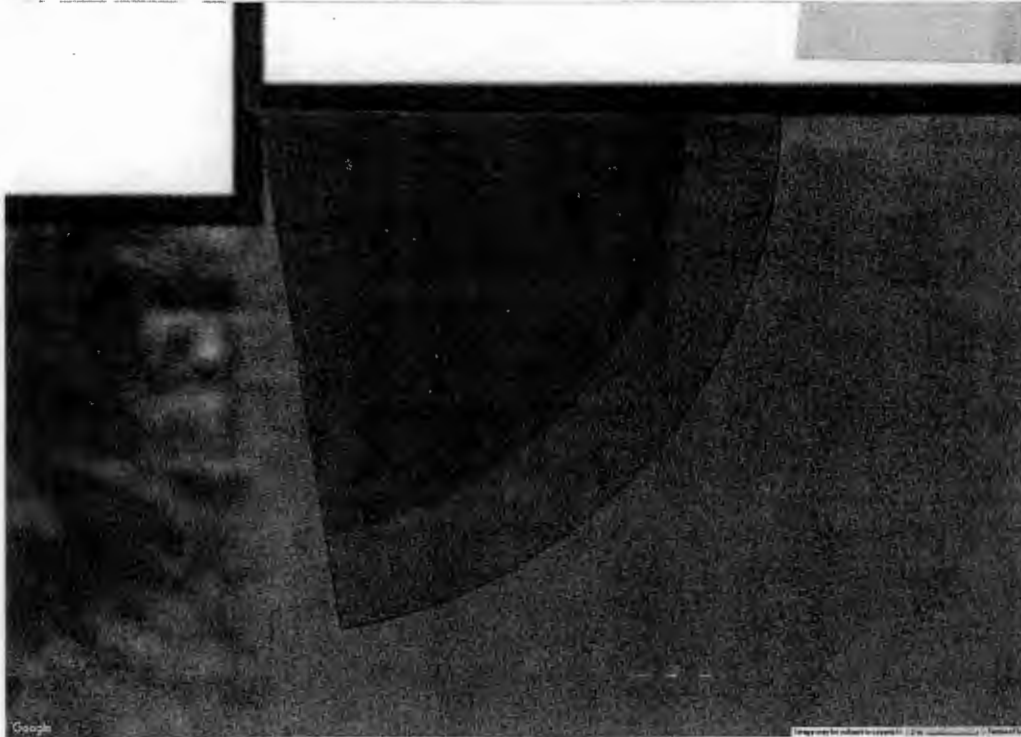
- 4 New IP Cameras to Cover the space as shown on the Layout. Each Triangle illustrates a camera view, the one camera on the Outside Corner is a 4 sensor Camera similar to the one at the skate park. We have re-used 1 of the 3 existing cameras and plan to use the other 2 at other Windom sites that have smaller fields of view
- CAT 6 Cabling
- Power Supplies
- Software Licenses
- Labor

Part #	Item	Quantity
XPEXPLUSDL	XPROTECT EXPRESS+ DEVICE LICENSE	2.00
QNO-C9083R	Network AI IR Bullet Camera, 4K resolution @ 30FPS, 4.4~9.3mm	3.00
PNM-9085RQZ 1	5MP X 4 OUTDOOR DOME PTRZ W/IR	1.00
SBP-300KMW1	CORNER MOUNT ADAPTER ACC USE WITH SBP-300WMW1	1.00
SBP-317HMW	CAP ADAPTER CAN BE USED WITH PNM-9084RQZ/9085RQZ	1.00
SBP-390WMW 2	WALL MOUNT ACCESSORY 2X KNOCK OUT BUILT-IN	1.00
AN-210-SW- R-8-POE	Araknis Networks? 210 Series Websmart Gigabit Switch with Partial PoE+ 8 + 2 Rear Ports	1.00
CAT6 Plenum-1D	CAT6 DataCom Drop-1D-NETKEY	5.00
	Install 1 Existing Camera on Rear of Shelter to view the bathrooms	1.00
	Standard Labor	12
Sub-Total ex Tax		\$7,901.13
Tax		\$0.00
Total inc Tax		\$7,901.13
Section Sub-Total ex Tax		\$7,901.13
Tax		\$0.00
Section Total inc Tax		\$7,901.13
Sub-Total ex Tax		\$7,901.13
Tax		\$0.00
Total inc Tax		\$7,901.13

Thank you.

Shelter South

Model: Hanwha XNO-9083R Resolution: 4K
HFOV: 80° Distance: 67ft Width: 93.4ft PPF: 41.1
Imager: 1/1.8" Focal Length: 4.4 - 9.3mm Camera Height: 10.00ft Tilt: -22.50° Scene Height: 10.00ft



Day - 10:00

Dark - 10:00



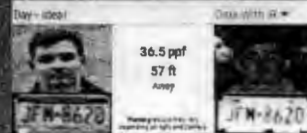
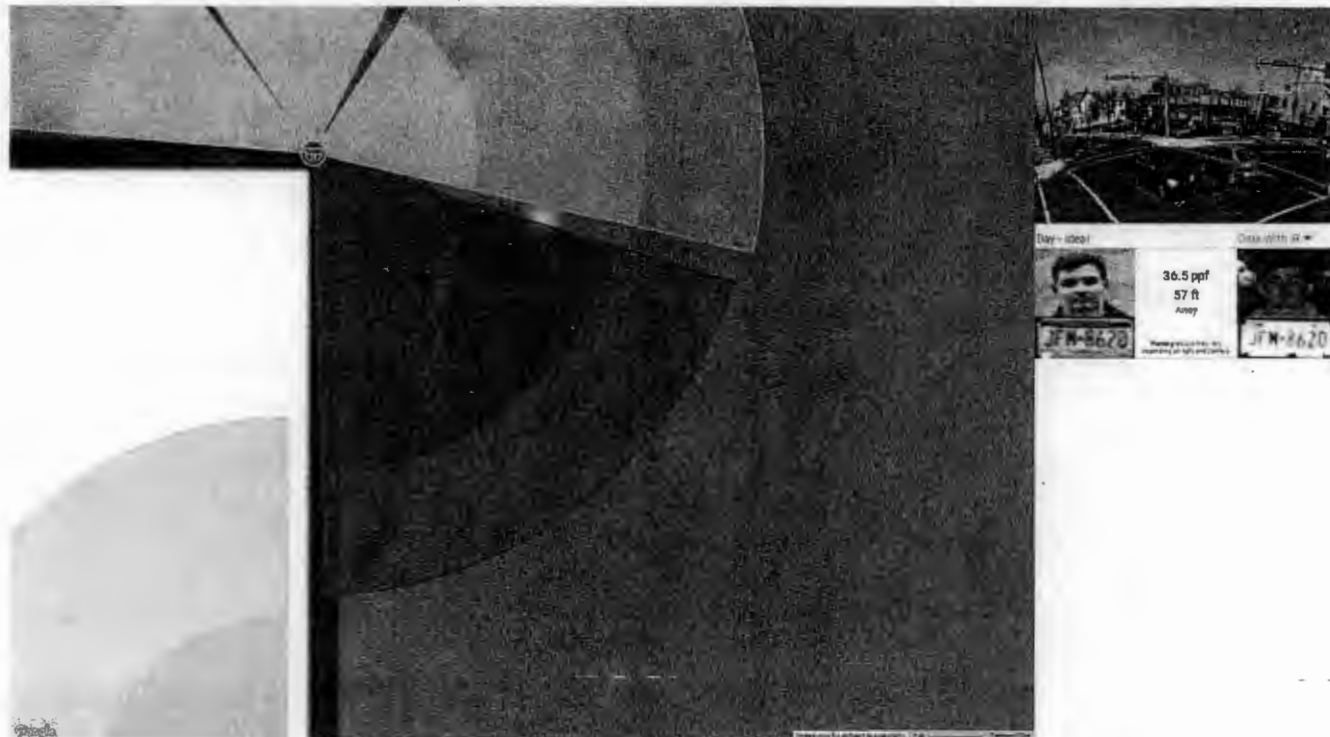
41.1 ppi
67 ft
Autog



Warning: This image is for identification purposes only.

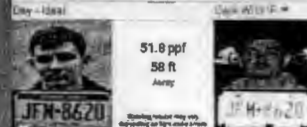
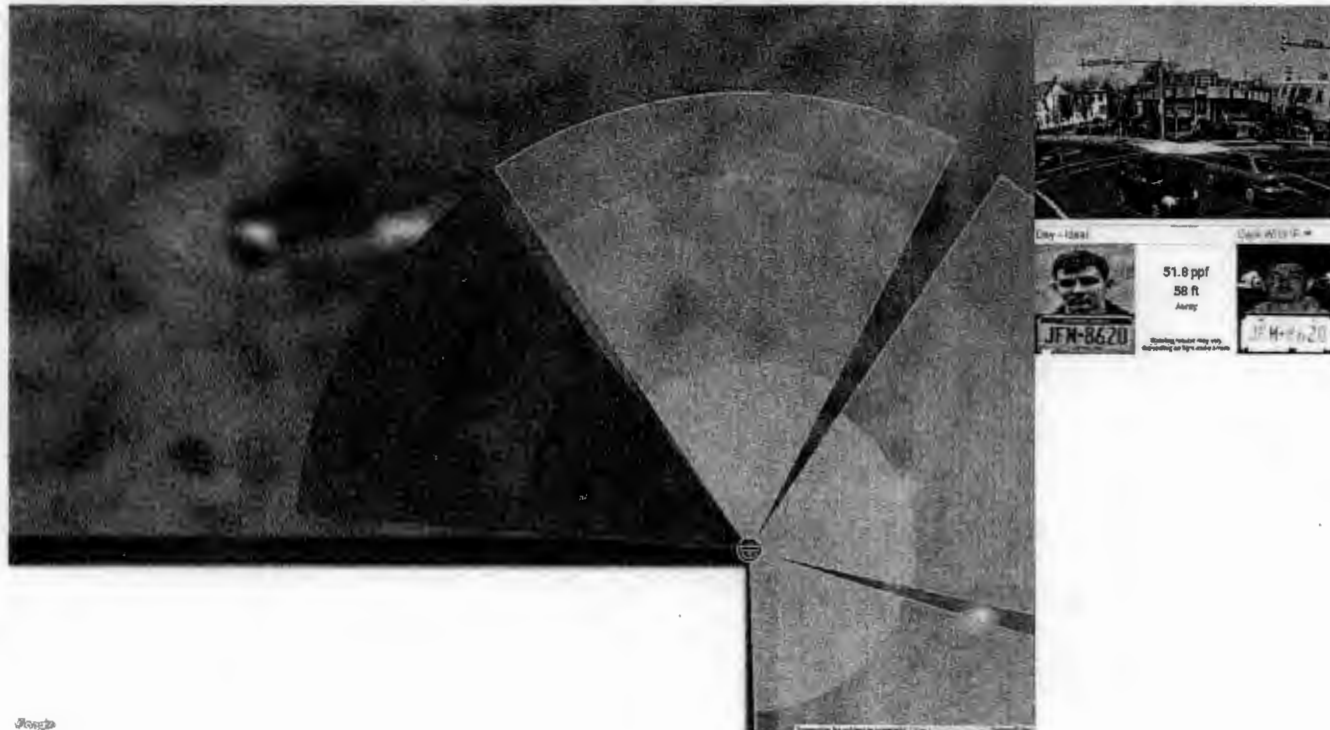
Shelter Outside Corner: Imager 3

Model: Hanwha PNM-9085RQZ (Single-Imager) Resolution: 2560 x 1920
 HAOV: 71° Distance: 57ft Width: 73.0ft PPF: 36.5
 Imager: 1/1.8" Focal Length: 4.13 - 9.4mm Camera Height: 10.00ft Tilt: -26.63° Scene Height: 10.00ft



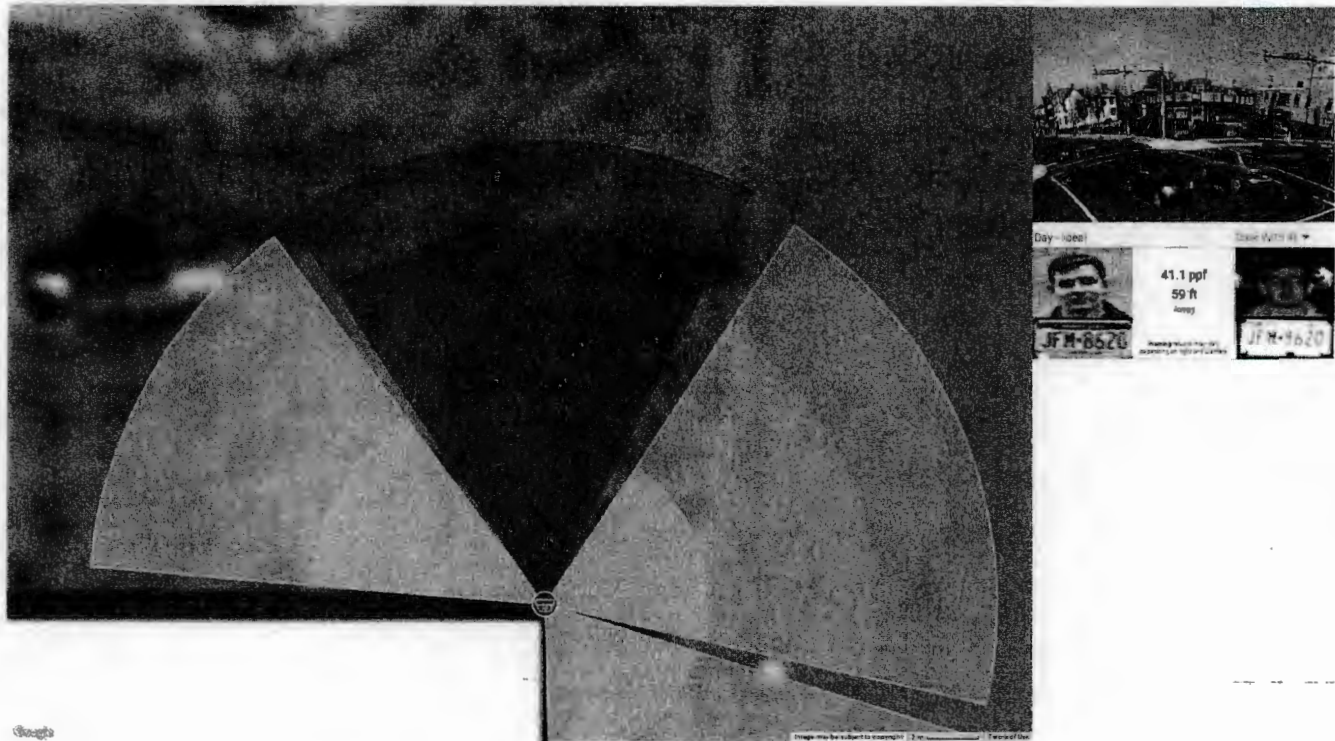
Shelter Outside Corner: Imager 4

Model: Hanwha PNM-9085RQZ (Single-Imager) Resolution: 2560 x 1920
 HAOV: 48° Distance: 58ft Width: 49.5ft PPF: 51.8
 Imager: 1/1.8" Focal Length: 4.13 - 9.4mm Camera Height: 10.00ft Tilt: -18.22° Scene Height: 10.00ft



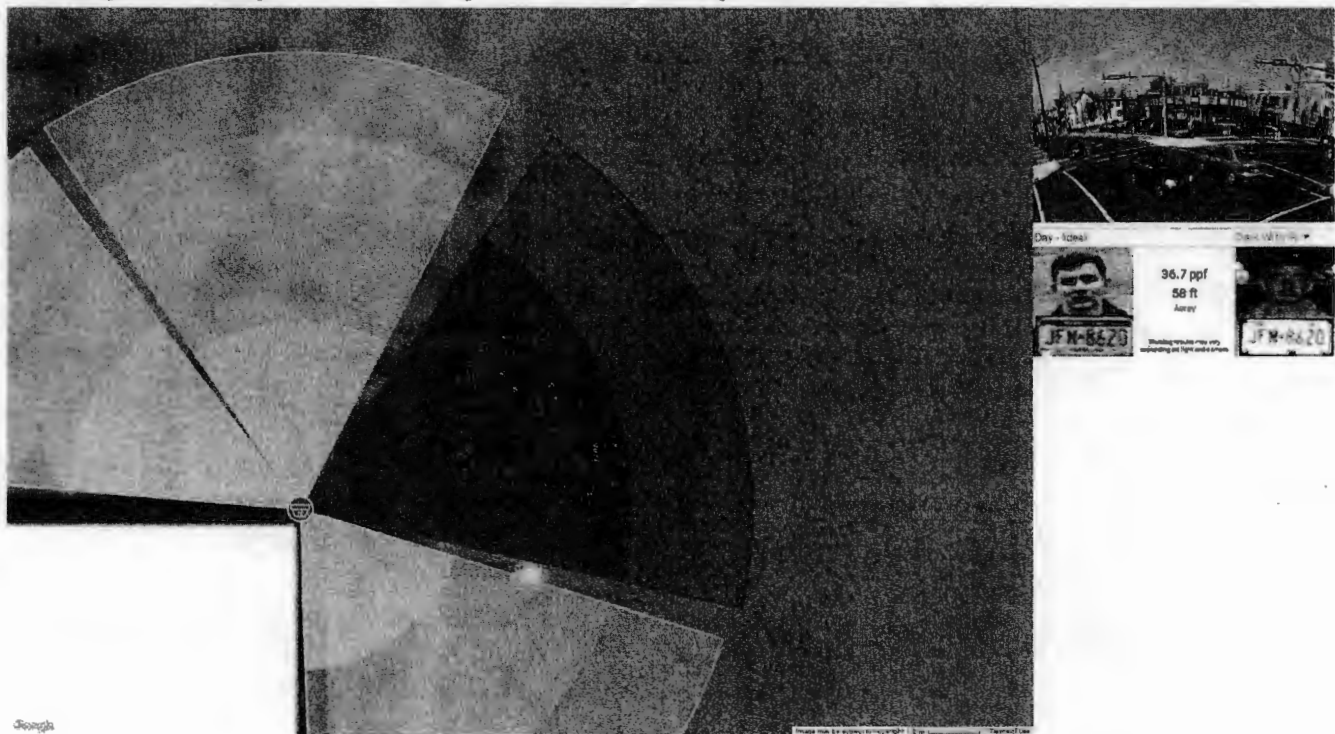
Shelter Outside Corner: Imager 1

Model: Hanwha PNM-9085RQZ (Single-Imager) Resolution: 2560 x 1920
 HAOV: 60° Distance: 59ft Width: 62.3ft PPF: 41.1
 Imager: 1/1.8" Focal Length: 4.13 - 9.4mm Camera Height: 10.00ft Tilt: -29.68° Scene Height: 10.00ft



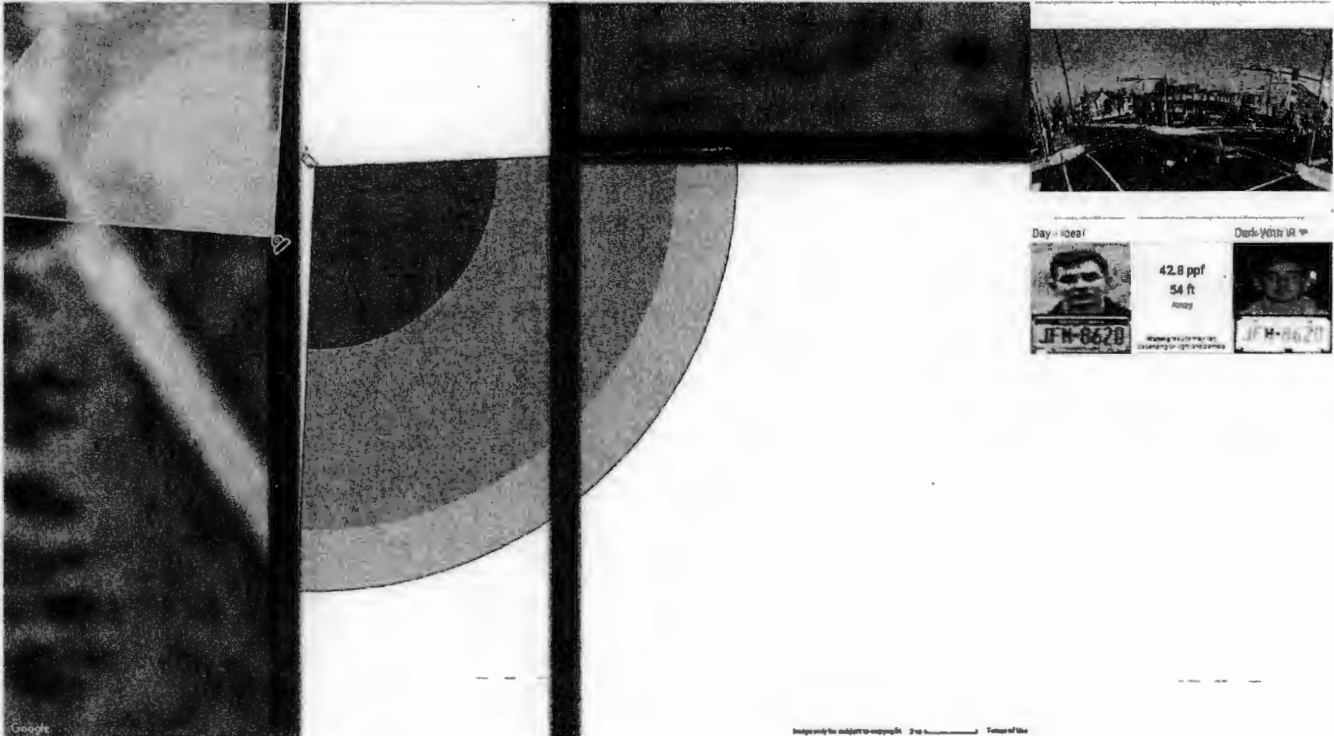
Shelter Outside Corner: Imager 2

Model: Hanwha PNM-9085RQZ (Single-Imager) Resolution: 2560 x 1920
 HAOV: 69° Distance: 58ft Width: 69.7ft PPF: 36.7
 Imager: 1/1.8" Focal Length: 4.13 - 9.4mm Camera Height: 10.00ft Tilt: -25.85° Scene Height: 10.00ft



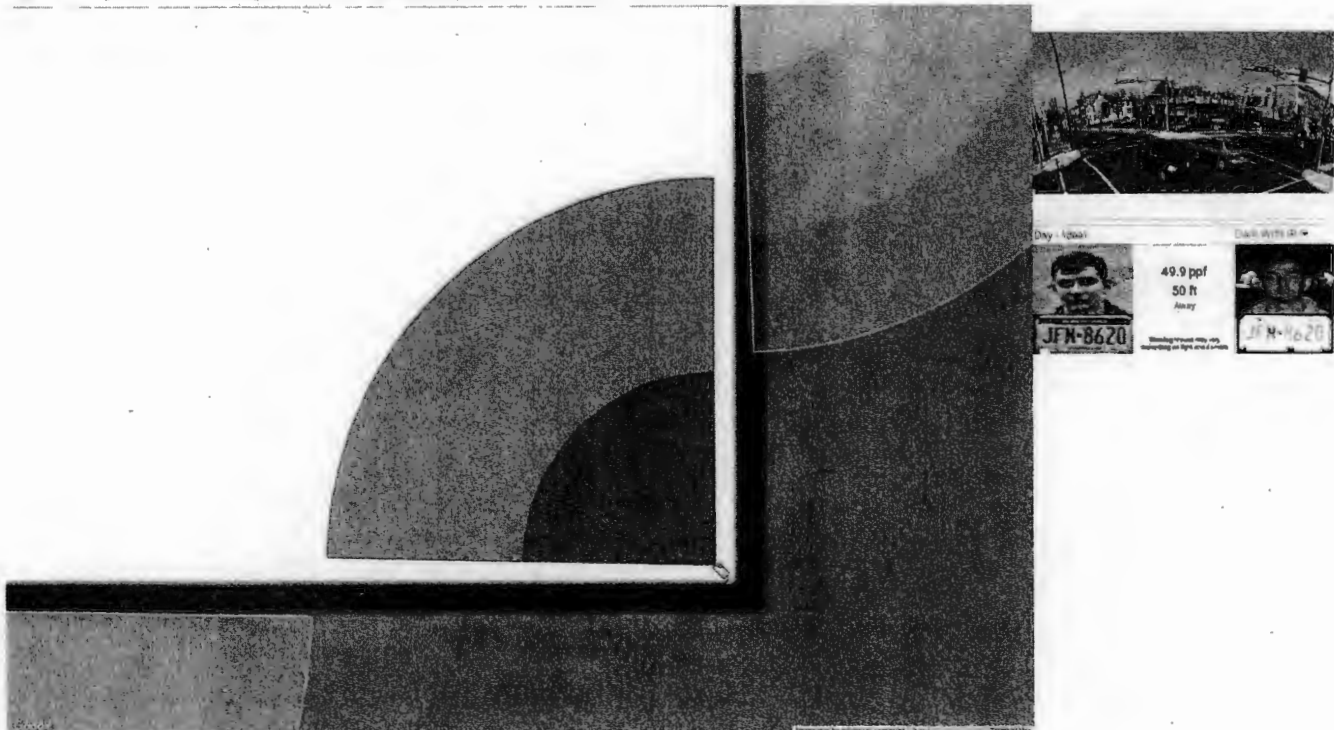
Shelter Inside 1

Model: Hanwha XNO-9083R Resolution: 4K
HFOV: 95° Distance: 54ft Width: 89.6ft PPF: 42.8
Imager: 1/1.8" Focal Length: 4.4 - 9.3mm Camera Height: 10.00ft Tilt: -26.67° Scene Height: 10.00ft



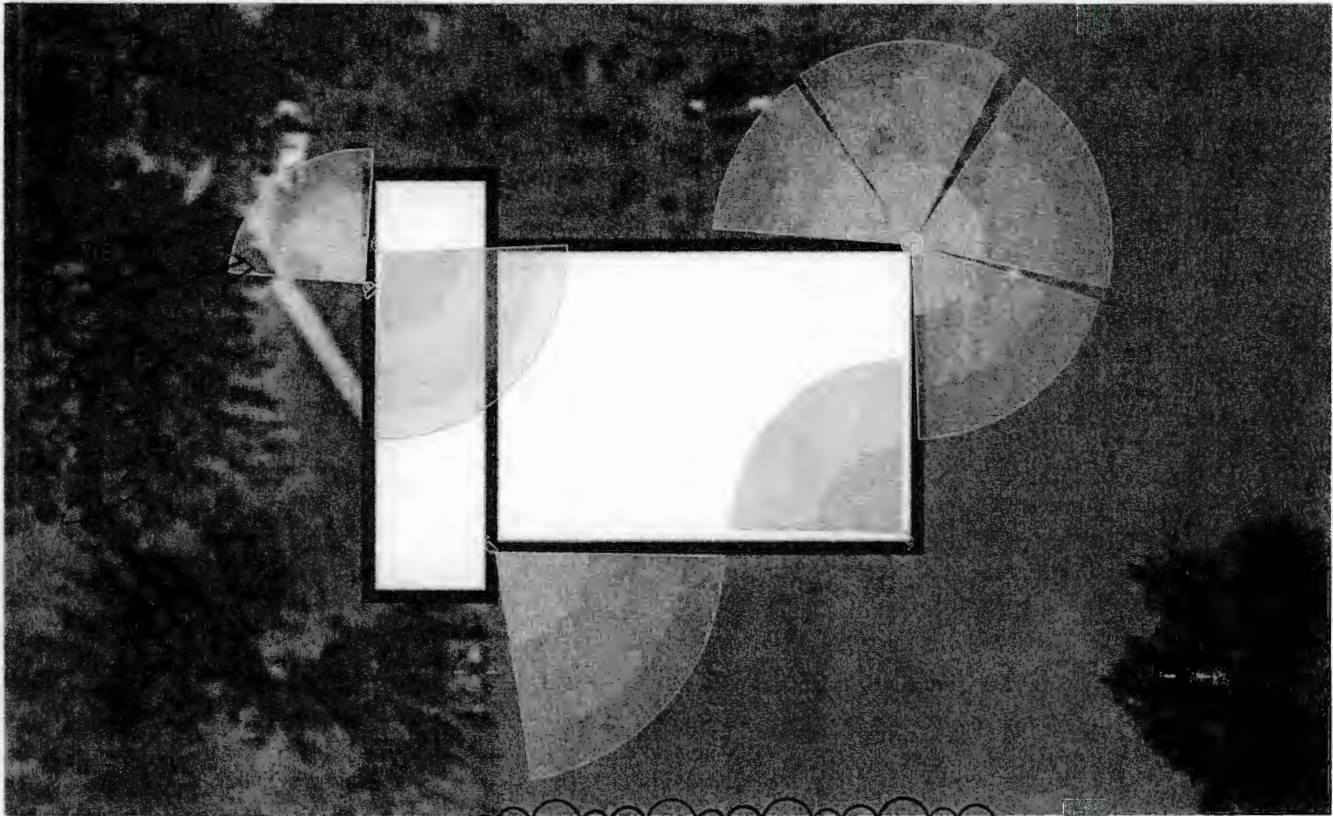
Shelter Inside 2

Model: Hanwha XNO-9083R Resolution: 4K
HFOV: 89° Distance: 50ft Width: 77.0ft PPF: 49.9
Imager: 1/1.8" Focal Length: 4.4 - 9.3mm Camera Height: 10.00ft Tilt: -24.97° Scene Height: 10.00ft





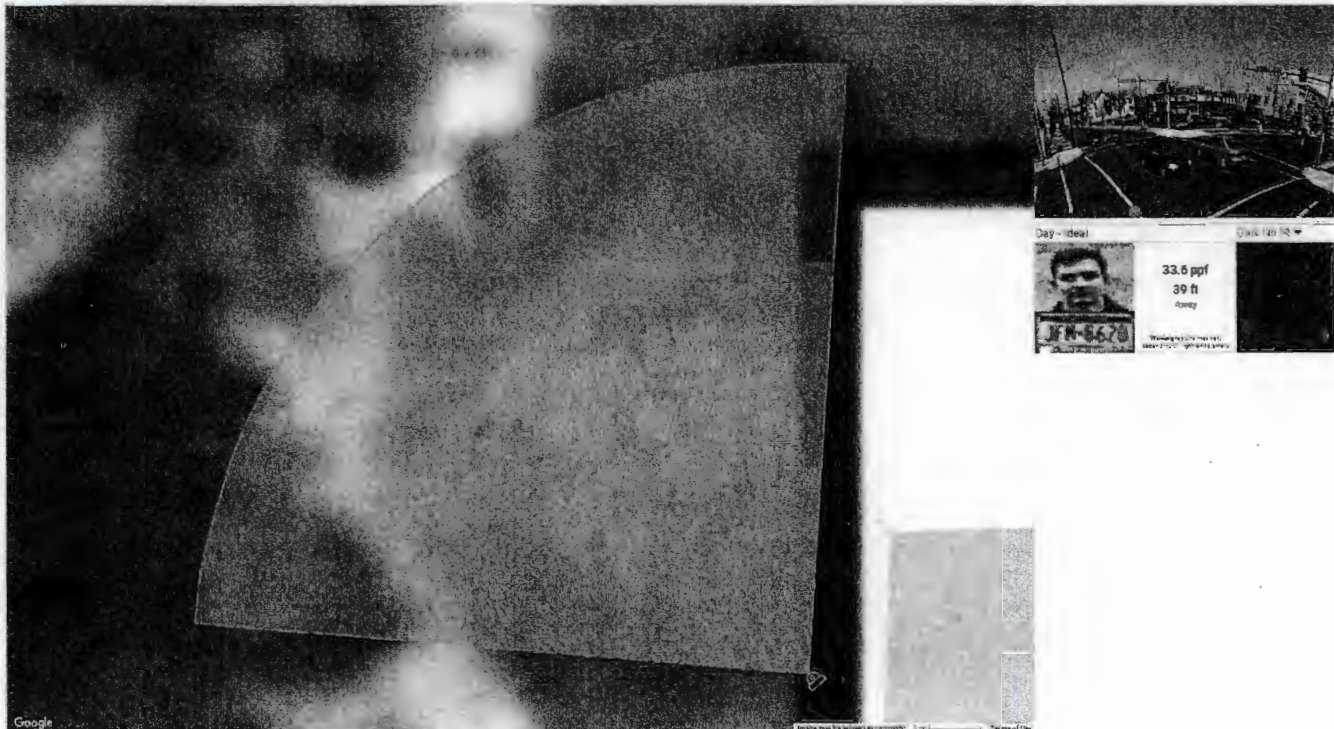
Overview



Orange Camera is existing/Blue are new



Model: Arecont AV3550N-S Resolution: 3MP
HxV: 89° Distance: 39ft Width: 61.0ft PPF: 33.6
Imager: 1/2.5" Focal Length: 2.8mm Camera Height: 10.00ft Tilt: -33.38° Scene Height: 10.00ft



Action Memo



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: John Nelson, Manager, River Bend Liquor
DATE: August 10, 2023
RE: Liquor Store Expansion Project – Bid Award
DEPT: Liquor Store
CONTACT: John Nelson Email: John.Nelson@windommn.com Phone: (507) 831-6132

Recommendations/Options/Action Requested

1. The Liquor Committee recommends rejecting the sole bid from Sussner Construction as the base bid was significantly over the architect's estimate.
2. The Liquor Committee authorized the Liquor Manager and TSP, Inc. to re-bid the project.

Issue Summary/Background

The Liquor Store Expansion project went out for bid on June 20, 2023. Bids were opened on July 25, 2023 with only one bid received. That bid had all the required bidding documents and the bid detail is as follows:

Base Bid:	\$893,400	
Alternate #1:	\$145,300	New Vestibule
Alternate #2:	\$1,500	Additional Lighting

The Architect's design estimate for the base bid work in June 2023 was \$675,200. The base bid received of \$893,400 was 32.3% over the Architect's estimate.

The Liquor Committee met on August 8 and have recommended rejecting the bid, and authorizing staff to re-advertise the bid again with some cost savings measures. The project re-bidding period will open on August 16, 2023 with bids due on August 29th. This change will delay the start, and subsequent completion, of the project about a month but should still allow for construction to begin this fall.

Fiscal Impact

There is no fiscal impact, as part of our agreement with TSP, Inc, is to rebid due to costs coming in higher than their estimate/budgeted project.

Attachments

1. TSP, Inc. – Bid Tab – Sussner Construction, Inc.



Project: River Bend Liquor Store Renovations
Project Location: Windom, Minnesota
TSP Project No.: 03201413.2
Bid Date/Time: July 25, 2023 @ 2:00 pm local time

	CONTRACTOR NAME					
	Sussner Construction	Journey Constructon	Tri State General Contracting	APX Construction Group		
Bid Security						
Check						
Bond	X					
Prebid Meeting						
Addenda						
1	X					
2	X					
3	X					
Base Bid	\$893,400.00					
Alternates						
Alternate #1	\$145,300.00					
Alternate #2	\$1,200.00					
Remarks						

RESOLUTION #2023-

INTRODUCED:

SECONDED:

VOTED: Aye:

 Nay:

 Absent:

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AN ENVIRONMENTAL ASSESSMENT

WHEREAS, the City of Windom has received a grant from the State of Minnesota Department of Transportation, Office of Aeronautics, through the Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) Project in an amount not to exceed \$69,445 for an Environmental Assessment; and

WHEREAS, the City of Windom will receive from the State of Minnesota Department of Transportation, Office of Aeronautics, ninety five percent (95%) of the allowable costs incurred for the project not to exceed \$69,445; and

WHEREAS, the City of Windom will provide the remaining five percent (5%) of the funding for the project.

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

1. That the City Council accepts the Federal Aviation Administration and the State of Minnesota Department of Transportation Grant Agreements No. 3-27-0113-020-2023 for State Project No. A1701-45 for the Windom Municipal Airport and agrees to the terms and conditions required to accept the grant.
2. That the Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Windom.

Adopted by the Council this 15th day of August, 2023.

Attest:

Steven Nasby, City Administrator

Dominic Jones, Mayor

CERTIFICATION

STATE OF MINNESOTA :
COUNTY OF COTTONWOOD :

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 15th day of August, 2023, as shown by the minutes of the meeting in my possession.

Steve Nasby, City Administrator

Notary Public

My Commission Expires: Jan. 31, 2025



**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Windom ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on August 2, 2023, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A1701-45**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits: Exhibit 'A' – City of Windom Grant Request Letter; Exhibit 'B' – Credit Application**

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not



sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

- 2.6 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

- 3.1** Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

- 4.1 Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Environmental Assessment - Short Form	90%	5%	5%

Crosswind & AWOS (AIG)

Federal Committed:	\$ 65,790.00
State:	\$ 3,655.00
Grantee:	\$ 3,655.00

Federal funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.3 Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$ 3,655.00**.
- 4.5 Payment**

Invoices. Grantee will submit invoices for payment by Credit Application, Exhibit 'B', which is attached and incorporated into this agreement and can also be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be



submitted timely and according to the following schedule:

As work progresses on a monthly schedule.

- 4.5.1 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.2 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.3 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.
- 4.5.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.5.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
 - 4.5.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.5.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.5 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.
- 4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.



6 Authorized Representatives

6.1 The State's Authorized Representative are:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or **Brian Conklin**, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or his successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Steven Nasby, City Manager; (507) 831-6129
steve.nasby@windommn.com

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

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.



10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.



11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination by the State. The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which



could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-ublic.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]



[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Exhibit 'A'

SP A1701-45 AIG 3-27-0113-020-2023

Contract No. 1054567

May 4, 2023

RE: Windom Municipal Airport (MWM)
FY 2023 Federal Grant Request
Bipartisan Infrastructure Law – AIG

Luke Bourassa
Airport Development Engineer
Minnesota Department of Transportation, Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155



Dear Mr. Bourassa:

Please consider this letter as a formal request from the City of Windom for an Airport Infrastructure Grant (AIG) from the Federal Aviation Administration (FAA) for Federal Fiscal Year 2023. The grant request is for the 2023 Short Form Environmental Assessment for future Crosswind Runway and AWOS Relocation. Associated costs with this project are as follows:

2023 Short Form Environmental Assessment (EA)	\$ 72,600.00
<u>Administration - Estimated (City of Windom)</u>	<u>\$ 500.00</u>
TOTAL PROJECT COSTS (APPROX):	\$ 73,100.00

The City of Windom is requesting Federal FAA participation using Bipartisan Infrastructure Law AIG funding for this project at 90% (\$65,790). The City will cover the remaining ~~10% (\$7,310)~~.

Please contact me if you have any questions.

Sincerely,

Steve Nasby, City Administrator
City of Windom, Minnesota

FAA Grant Share = \$65,790.00 (90%)
State Grant Share = \$ 3,655.00 (5%)
Local share = \$ 3,655.00 (5%)

CC: Lindsay Reidt, SEH
Jacque Zirbes, SEH
Ben Garrow, FAA
Brian Conklin, MnDOT Office of Aeronautics

Enclosure: FY 2023 Federal Grant Request Packet



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

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: Tiffany Lamb, EDA Director
DATE: August 15, 2023 (City Council Meeting Date)
RE: Special Appropriation – MN Legislature
DEPT: EDA
CONTACT: Tiffany Lamb, EDA Director, at 832-8661 or tiffany.lamb@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council:

1. Adopt the “Resolution Approving Special Appropriation Application”.

This application is to be submitted to the Minnesota Department of Employment and Economic Development (“DEED”) for funding of the special appropriation (concerning the impact of HyLife’s closure).

Issue Summary/Background

Background: On May 9, 2023, the City Council adopted a Resolution requesting financial assistance from the State of Minnesota, on behalf of the City, for reducing wastewater treatment plant debt with the Minnesota Public Facility Authority, transitional aid for the Windom Area School District, and assistance for the completion of the workforce housing project.

In May, the Minnesota Legislature and the Governor approved a special appropriation in House File 1938/Senate File 1811 Article 15, Section 33 appropriating \$13,000,000 in fiscal year 2023 from the State’s General Fund to the Commissioner of Employment and Economic Development for a one-time appropriation to the City of Windom. This grant appropriated \$10,000,000 to facilitate completion of the Windom HyLife Affordable Housing Development; \$2,000,000 for repayment of loans issued to the City by the Public Facilities Authority for wastewater improvements related to the pork processing plant; and \$1,000,000 for recruitment efforts concerning the local pork processing plant. There was a separate appropriation in the amount of \$1,000,000 for the Windom Area School District.

The Minnesota Department of Employment and Economic Development (“DEED”) is processing the special appropriation. DEED has requested that the City submit an Application including a Resolution by the City Council approving the submission of an application for this special appropriation. Attached for your review is a Resolution incorporating language requested by DEED.

Fiscal Impact

At this time, there is no direct fiscal impact to the City for submission of the application or receipt of the special appropriation funds. No local match was required in the approval of the special appropriation by the Minnesota Legislature and Governor. If the project proceeds as approved by the Minnesota Legislature and the Governor, the City will be the recipient of grant funds from the State of Minnesota to assist with payment of the remaining amount of the pork processing plant’s share of the debt for the construction of the new wastewater treatment plant and completion of the workforce housing apartments, etc.

Attachments

1. Resolution Approving Special Appropriation Application.

RESOLUTION #2023-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

CITY OF WINDOM, MINNESOTA
RESOLUTION APPROVING SPECIAL APPROPRIATION APPLICATION

WHEREAS, HyLife Foods of Windom LLC ("HyLife") was a meat processing plant located in Windom, Minnesota, which filed for bankruptcy and closed operations in May 2023; and

WHEREAS, HyLife had previously entered into a user agreement with the City of Windom for its share of the costs for the construction of the City's new wastewater treatment plant and there is a balance remaining unpaid under this agreement; and

WHEREAS, HyLife had entered into an agreement with Windom Apartments LLC (the "Developer") for the construction of workforce housing units ("apartment project") at 1925 North Redding Avenue, Windom, Minnesota; and

WHEREAS, the closing of HyLife impacted the Developer's ability to obtain sufficient financing to complete the construction of the apartment project; and

WHEREAS, on May 9, 2023, the City Council adopted a Resolution requesting financial assistance from the State of Minnesota on behalf of the City for reducing wastewater treatment plant debt with the Minnesota Public Facility Authority, transitional aid for the Windom Area School District, and assistance for the completion of the apartment project; and

WHEREAS, in May 2023, the Minnesota Legislature and the Governor approved the following special appropriation in House File 1938/Senate File 1811 Article 15, Section 33:

"APPROPRIATION; CITY OF WINDOM.

(a) \$13,000,000 in fiscal year 2023 is appropriated from the general fund to the Commissioner of Employment and Economic Development for a grant to the City of Windom to be allocated as provided under paragraph (b). This appropriation is one time and is available until June 30, 2025.

(b) Of the amount appropriated under paragraph (a):

(1) \$10,000,000 must be used by the city to facilitate completion of the Windom HyLife Affordable Housing Development;

(2) \$2,000,000 must be used by the city for repayment of loans issued to the city from the Public Facilities Authority for wastewater improvements related to the HyLife Foods Windom processing plant; and

(3) \$1,000,000 must be used by the city for recruitment efforts including locating and securing a purchaser of the HyLife Foods Windom processing plant.

(c) The appropriations under paragraph (b), clauses (1) and (2), are contingent upon certification from the city that Hylife Foods has not entered into a contract to transfer ownership of the Hylife Foods Windom processing plant. Certification from the city to the commissioner of revenue must be made on or before July 1, 2023.”

WHEREAS, the Minnesota Department of Employment and Economic Development (“DEED”) is administering the special appropriation concerning the plant debt and the housing appropriation and has requested that the City of Windom file an application concerning these funds; and

WHEREAS, it is in the best interests of the citizens of Windom that the City of Windom submit an application for the special appropriation funds approved by the Minnesota Legislature and the Governor.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, that the City of Windom, Minnesota, shall act as the legal sponsor for the projects contained in **House File 1938/Senate File 1811 Article 15, Section 33** and entitled “APPROPRIATION; CITY OF WINDOM”.

BE IT FURTHER RESOLVED that the City of Windom, Minnesota, has the legal authority to receive financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that no non-DEED or non-State source(s) of funds were identified in the sources and amounts in the application and no local match requirements were contained in the legislation, **House File 1938/Senate File 1811 Article 15, Section 33**; and no local match was required in the “Appropriation; City of Windom”.

BE IT FURTHER RESOLVED that the City of Windom, Minnesota, has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City of Windom, Minnesota, may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Windom, Minnesota, certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute any required documents for the submission of the application to DEED for the special appropriation.

BE IT FURTHER RESOLVED that following review of the Grant Agreement by the City Council, the Mayor and City Administrator (City Clerk) are hereby authorized to execute the Grant Agreement and any such other agreements as are necessary to implement the project(s) on behalf of the City of Windom, Minnesota.

Adopted by the Council this 15th day of August, 2023.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

CERTIFICATION

I CERTIFY THAT the above Resolution was adopted by the City Council of Windom, Minnesota, on August 15, 2023.

SIGNED:

WITNESSED:

Steven Nasby, City Administrator

Dominic Jones, Mayor

Date: August, 2023

Date: August, 2023

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: Scott Peterson, Chief of Police
DATE: 08/15/23
RE: Police Officer Hiring
DEPT: Police
CONTACT: Scott Peterson, Chief of Police; scott.peterson@windompdmn.com

Recommendations/Options/Action Requested:

Approve the hiring Andrew Kinnetz for the position of police officer, pending successful passage of employment testing.

Issue Summary/Background:

Andrew Kinnetz graduated with honors from Minnesota State University Mankato with a bachelor's degree in law enforcement. He has previous experience with the North Mankato Police Department and the Mountain Lake Police Department.

Fiscal Impact:

Due to his past law enforcement experience, I would request that Kinnetz's starting wage be \$32.27. Thank you for your consideration.

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: John Nelson, Manager, River Bend Liquor
DATE: August 10, 2023
RE: Liquor Store Part-Time Clerk Hiring
DEPT: Liquor Store
CONTACT: John Nelson John.Nelson@windommn.com

Recommendations/Options/Action Requested

It is recommend that the City Council approve the hiring of Mara Hawkinson-Dunse as a Non-Union Part-Time Liquor Store Clerk at a starting wage of \$12.50/hr

Issue Summary/Background

We recently advertised for an available position. We had 5 applications received. Out of the applications, one stuck out that could be a valuable addition to our staff as a backup or on call person to help fill potential voids in the schedules, such as vacations, illnesses, staff cutting back on their hours, etc. It is recommended to hire Mara Hawkinson-Dunse at \$12.50/hr with a review at 6 months for a potential move to \$13.25/hr. All wages are in accordance of the Non-Union Part-Time Scale approved at the January 17th, 2023 Council Meeting.

Fiscal Impact

The fiscal impact is minimal as these hours are already budgeted hours during normal operations, but will require a little extra for some training time.

Attachments

None

PAY ESTIMATE No. 3

FUEL TANK REPLACEMENT PROJECT - WINDOM POWER PLANT
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425304

For Period From: 03/19/2022 To: 04/11/2023
Contractor: Minnesota Petroleum Service, Inc.
Bid Date: 09/16/2021



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp	% Comp	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
C1	Earthwork and site restoration (as req'd)	1	\$ 45,125.00	\$ -	\$ 45,125.00	\$ 45,125.00	1	100%	\$ 45,125.00			\$ -
S1	Structural, Foundation - Fuel Tank Support (as req'd)	1	39,425.00	-	39,425.00	39,425.00	1	100%	39,425.00			-
E1	Electrical, Demolition (as req'd.)	1	5,000.00	-	5,000.00	5,000.00	1	100%	5,000.00			-
E2	Electrical, Installation (as req'd.)	1	17,499.50	12,499.50	29,999.00	29,999.00	1	100%	29,999.00			-
M1	Mechanical, Demolition (as req'd.)	1	37,992.00	-	37,992.00	37,992.00	1	100%	37,992.00			-
M2	Mechanical, Installation (as req'd.)	1	27,562.00	137,922.11	165,484.11	165,484.11	1	100%	165,484.11			-
G1	Mobilization (as req'd)	1	8,500.00	-	8,500.00	8,500.00	1	100%	8,500.00			-
G2	General construction allowance (as req'd.)	1	25,000.00		25,000.00	25,000.00			-			-

CONTRACT TOTAL

TOTAL CONTRACT PRICE: \$356,525.11 TOTAL TO DATE: \$331,525.11 THIS PERIOD: _____

PAY ESTIMATE No. 1
69 kV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425303

For Period From: START To: 07/24/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022



SUMMARY

VALUE OF WORK COMPLETED TO DATE \$232,799.82
LESS RETAINAGE.. (5%) \$11,639.99
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT..... \$221,159.83

LESS ESTIMATES PREVIOUSLY APPROVED.....
Pay Estimate No. 1.....
Pay Estimate No. 2.....
Pay Estimate No. 3.....
Pay Estimate No. 4.....
Pay Estimate No. 5.....
Pay Estimate No. 6.....
Pay Estimate No. 7.....
Pay Estimate No. 8.....
Pay Estimate No. 9.....
Pay Estimate No. 10.....
Pay Estimate No. 11.....
Pay Estimate No. 12.....

TOTAL AMOUNT DUE THIS ESTIMATE..... \$221,159.83

ORIGINAL CONTRACT PRICE..... \$2,999,408.32
EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions)..... \$2,999,408.32
LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT..... \$221,159.83
EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT..... \$2,778,248.49
% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT..... 7%

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

By IES Commercial Inc., Contractor

By

Date

7-27-23

CERTIFICATE

THE AMOUNT OF \$221,159.83 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

CITY OF WINDOM ELECTRIC DEPARTMENT, Owner

By

Title

Date

DGR ENGINEERING, Engineer

By

Title

Project Manager

Date

7-27-2023

PAY ESTIMATE No. 1

69 kV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425303

For Period From: START To: 07/24/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
35(4)	Wood Pole, Length 35', Class 4 (ea.)	1	\$ 1,088.99	\$ 639.38	\$ 1,728.37	\$ 1,728.37			\$ -			\$ -
50(2)	Wood Pole, Length 50', Class 2 (ea.)	1	1,283.45	1,343.67	2,627.12	2,627.12			-			-
65(H1)	Wood Pole, Length 65', Class H1 (ea.)	4	1,477.92	3,253.41	4,731.33	18,925.32	3	75%	14,193.99	3	75%	14,193.99
70(1)	Wood Pole, Length 70', Class 1 (ea.)	3	1,808.50	3,301.48	5,109.98	15,329.94			-			-
70(H1)	Wood Pole, Length 70', Class H1 (ea.)	4	1,847.40	4,315.84	6,163.24	24,652.96	1	25%	6,163.24	1	25%	6,163.24
75(H1)	Wood Pole, Length 75', Class H1 (ea.)	9	2,100.20	4,911.96	7,012.16	63,109.44	2	22%	14,024.32	2	22%	14,024.32
75(H2)	Wood Pole, Length 75', Class H2 (ea.)	5	2,100.20	5,546.54	7,646.74	38,233.70	2	40%	15,293.48	2	40%	15,293.48
80(1)	Wood Pole, Length 80', Class H1 (ea.)	3	2,100.20	4,512.95	6,613.15	19,839.45	1	33%	6,613.15	1	33%	6,613.15
80(H1)	Wood Pole, Length 80', Class H1 (ea.)	8	2,100.20	5,556.15	7,656.35	61,250.80	3	38%	22,969.05	3	38%	22,969.05
80(H2)	Wood Pole, Length 80', Class H2 (ea.)	2	2,100.20	6,262.84	8,363.04	16,726.08	2	100%	16,726.08	2	100%	16,726.08
80(H3)	Wood Pole, Length 80', Class H3 (ea.)	1	2,100.20	7,114.95	9,215.15	9,215.15	1	100%	9,215.15	1	100%	9,215.15
85(1)	Wood Pole, Length 85', Class 1 (ea.)	1	2,197.43	5,188.39	7,385.82	7,385.82			-			-
85(H1)	Wood Pole, Length 85', Class H1 (ea.)	5	2,197.43	6,095.78	8,293.21	41,466.05			-			-
85(H2)	Wood Pole, Length 85', Class H2 (ea.)	1	2,197.43	7,034.43	9,231.86	9,231.86			-			-
85(H3)	Wood Pole, Length 85', Class H3 (ea.)	2	2,197.43	7,885.34	10,082.77	20,165.54			-			-
90(H1)	Wood Pole, Length 90', Class H1 (ea.)	1	2,294.66	6,598.16	8,892.82	8,892.82			-			-
90(H4)	Wood Pole, Length 90', Class H4 (ea.)	4	2,294.66	9,875.60	12,170.26	48,681.04			-			-
SSSP-N-17	Self-Supporting Steel Pole #N-17, Contractor-furnished (ea.)	1	2,878.05	42,760.10	45,638.15	45,638.15			-			-
LWP-N-1	Laminated Wood Pole #N-1, Contractor-furnished (ea.)	1	3,266.97	20,941.62	24,208.59	24,208.59			-			-
LWP-N-2	Laminated Wood Pole #N-2, Contractor-furnished (ea.)	1	3,266.97	34,134.99	37,401.96	37,401.96			-			-
LWP-N-3	Laminated Wood Pole #N-3, Contractor-furnished (ea.)	1	3,266.97	95,587.54	98,854.51	98,854.51			-			-
LWP-N-6	Laminated Wood Pole #N-6, Contractor-furnished (ea.)	1	3,266.97	86,868.00	90,134.97	90,134.97			-			-
LWP-N-9	Laminated Wood Pole #N-9, Contractor-furnished (ea.)	1	3,266.97	97,868.60	101,135.57	101,135.57			-			-
LWP-N-14	Laminated Wood Pole #N-14, Contractor-furnished (ea.)	1	3,266.97	67,618.77	70,885.74	70,885.74			-			-

PAY ESTIMATE No. 1

69 kV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425303

For Period From: START To: 07/24/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
LWP-N-32	Laminated Wood Pole #N-32, Contractor-furnished (ea.)	1	3,266.97	82,909.25	86,176.22	86,176.22	-	-	-	-	-	-
LWP-N-33	Laminated Wood Pole #N-33, Contractor-furnished (ea.)	1	3,266.97	81,635.05	84,902.02	84,902.02	-	-	-	-	-	-
LWP-N-37	Laminated Wood Pole #N-37, Contractor-furnished (ea.)	1	3,266.97	80,060.38	83,327.35	83,327.35	-	-	-	-	-	-
LWP-N-38	Laminated Wood Pole #N-38, Contractor-furnished (ea.)	1	3,266.97	75,485.99	78,752.96	78,752.96	-	-	-	-	-	-
LWP-N-50	Laminated Wood Pole #N-50, Contractor-furnished (ea.)	1	3,266.97	12,923.57	16,190.54	16,190.54	-	-	-	-	-	-
LWP-N-51	Laminated Wood Pole #N-51, Contractor-furnished (ea.)	1	3,266.97	12,575.28	15,842.25	15,842.25	-	-	-	-	-	-
LWP-N-52	Laminated Wood Pole #N-52, Contractor-furnished (ea.)	1	3,266.97	12,923.57	16,190.54	16,190.54	-	-	-	-	-	-
LWP-N-53	Laminated Wood Pole #N-53, Contractor-furnished (ea.)	1	3,266.97	39,491.81	42,758.78	42,758.78	-	-	-	-	-	-
LWP-S-1	Laminated Wood Pole #S-1, Contractor-furnished (ea.)	1	3,266.97	22,544.49	25,811.46	25,811.46	-	-	-	-	-	-
LWP-S-2	Laminated Wood Pole #S-2, Contractor-furnished (ea.)	1	3,266.97	32,495.33	35,762.30	35,762.30	-	-	-	-	-	-
LWP-S-3	Laminated Wood Pole #S-3, Contractor-furnished (ea.)	1	3,266.97	75,077.61	78,344.58	78,344.58	-	-	-	-	-	-
LWP-S-6	Laminated Wood Pole #S-6, Contractor-furnished (ea.)	1	3,266.97	20,155.52	23,422.49	23,422.49	-	-	-	-	-	-
LWP-S-7	Laminated Wood Pole #S-7, Contractor-furnished (ea.)	1	3,266.97	17,447.68	20,714.65	20,714.65	-	-	-	-	-	-
LWP-S-12	Laminated Wood Pole #S-12, Contractor-furnished (ea.)	1	3,266.97	23,455.70	26,722.67	26,722.67	-	-	-	-	-	-
LWP-S-13	Laminated Wood Pole #S-13, Contractor-furnished (ea.)	1	3,266.97	21,337.74	24,604.71	24,604.71	-	-	-	-	-	-
LWP-S-22	Laminated Wood Pole #S-22, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-23	Laminated Wood Pole #S-23, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-24	Laminated Wood Pole #S-24, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-25	Laminated Wood Pole #S-25, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-26	Laminated Wood Pole #S-26, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-27	Laminated Wood Pole #S-27, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-28	Laminated Wood Pole #S-28, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-29	Laminated Wood Pole #S-29, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-30	Laminated Wood Pole #S-30, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-

PAY ESTIMATE No. 1

69 kV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425303

For Period From: START To: 07/24/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
LWP-S-31	Laminated Wood Pole #S-31, Contractor-furnished (ea.)	1	3,266.97	12,304.25	15,571.22	15,571.22	-	-	-	-	-	-
LWP-S-32	Laminated Wood Pole #S-32, Contractor-furnished (ea.)	1	3,266.97	13,947.59	17,214.56	17,214.56	-	-	-	-	-	-
LWP-S-33	Laminated Wood Pole #S-33, Contractor-furnished (ea.)	1	3,266.97	15,535.75	18,802.72	18,802.72	-	-	-	-	-	-
LWP-S-34	Laminated Wood Pole #S-34, Contractor-furnished (ea.)	1	3,266.97	39,818.02	43,084.99	43,084.99	-	-	-	-	-	-
LWP-S-36	Laminated Wood Pole #S-36, Contractor-furnished (ea.)	1	3,266.97	47,956.27	51,223.24	51,223.24	-	-	-	-	-	-
FDN-N-17	Self-supporting Pier Foundation #N-17 (ea.)	1	26,598.79	25,302.38	51,901.17	51,901.17	-	-	-	-	-	-
TM-1	69 kV Phase Conductor Deadend, Quadrant, 1Ø (ea.)	12	194.46	228.17	422.63	5,071.56	-	-	-	-	-	-
TM-2	Shield Wire Deadend (ea.)	8	324.10	113.26	437.36	3,498.88	-	-	-	-	-	-
TP-69	69 kV Tangent, Horizontal Line Post, 3Ø (ea.)	27	285.21	1,877.33	2,162.54	58,388.58	15	56%	32,438.10	15	56%	32,438.10
TP-69B	69 kV Tangent, Stacked, Horizontal Line Post, 3Ø (ea.)	40	285.21	1,877.33	2,162.54	86,501.60	20	50%	43,250.80	20	50%	43,250.80
TP-69CL	69 kV Tangent, Clearance Structure, Horizontal Line Post, 3Ø (ea.)	1	356.51	1,886.33	2,242.84	2,242.84	-	-	-	-	-	-
TS-4L	69 kV Vertical, Medium Angle, Laminated Wood Pole (ea.)	4	427.82	920.88	1,348.70	5,394.80	-	-	-	-	-	-
TS-5GL	69 kV Vertical, Double Deadend, Corner, Laminated Wood Pole (ea.)	5	570.42	2,376.84	2,947.26	14,736.30	1	20%	2,947.26	1	20%	2,947.26
TS-5GAL	69 kV Vertical, Double Deadend, Large Angle, Laminated Wood Pole (ea.)	6	784.33	3,501.11	4,285.44	25,712.64	-	-	-	-	-	-
TS-5CL	69 kV Double Deadend, Clearance Structure, Laminated Wood Pole (ea.)	1	855.64	2,555.06	3,410.70	3,410.70	-	-	-	-	-	-
TS-5GS	69 kV Vertical, Double Deadend, Corner, Steel Pole (ea.)	1	570.42	1,627.87	2,198.29	2,198.29	-	-	-	-	-	-
SW-II	69 kV 1-Way Switch Assembly (ea.)	2	3,889.25	25,017.40	28,906.65	57,813.30	-	-	-	-	-	-
SW-2I	69 kV 2-Way Switch Assembly (ea.)	1	5,185.67	33,773.94	38,959.61	38,959.61	-	-	-	-	-	-
SW-3I	69 kV 3-Way Switch Assembly (ea.)	1	6,482.09	40,949.71	47,431.80	47,431.80	-	-	-	-	-	-
C1.1I	15 kV Three Phase Tangent, Low Neutral, 10' Crossarm (ea.)	4	259.28	602.28	861.56	3,446.24	-	-	-	-	-	-
C1.1IL	15 kV Three Phase Tangent, Low Neutral, 14' Laminated Wood Crossarm (ea.)	1	298.18	265.42	563.60	563.60	-	-	-	-	-	-
C1.4I	15 kV Three Phase Tangent, 10' Crossarm (ea.)	23	259.28	584.48	843.76	19,406.48	7	30%	5,906.32	7	30%	5,906.32
C5.2I	15 kV Three Phase Deadend, Low Neutral, 10' Crossarm (ea.)	1	388.93	1,141.17	1,530.10	1,530.10	-	-	-	-	-	-
C6.5I-10	15 kV Three Phase Double Deadend, 10' Crossarm (ea.)	2	713.03	1,217.32	1,930.35	3,860.70	-	-	-	-	-	-

PAY ESTIMATE No. 1

69 kV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425303

For Period From: START To: 07/24/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
C6.51-14	15 kV Three Phase Double Deadend, 14' Crossarm (ea.)	4	777.85	1,460.31	2,238.16	8,952.64	-	-	-	-	-	-
C6.52	15 kV Three Phase Deadend Buckarms, 10' Crossarm (ea.)	2	725.99	1,817.28	2,543.27	5,086.54	-	-	-	-	-	-
C6.53	15 kV Three Phase Deadend Buckarms, 14' laminated Wood Crossarm (ea.)	1	816.74	920.18	1,736.92	1,736.92	-	-	-	-	-	-
4/0 ACSR	Phase Conductor, 4/0 ACSR, Penguin (Mft.)	78	2,320.59	1,767.68	4,088.27	318,885.06	-	-	-	-	-	-
3/8" EHS	Shield Wire, 3/8" EHS (Mft.)	26	2,320.59	833.22	3,153.81	81,999.06	-	-	-	-	-	-
E1.1L	Distribution Down Guy, 3/8" EHS, Single (ea.)	5	207.43	198.68	406.11	2,030.55	-	-	-	-	-	-
E2.1L	Distribution Down Guy, Crossarm Attachment, 3/8" EHS, Single (ea.)	10	259.28	234.73	494.01	4,940.10	-	-	-	-	-	-
F2.12	Distribution Screw Anchor, Double Helix (ea.)	10	145.85	269.47	415.32	4,153.20	-	-	-	-	-	-
E5	5' Anchor Extension (ea.)	20	194.46	99.15	293.61	5,872.20	-	-	-	-	-	-
RC	Remove Conductor (Mft.)	66	369.48		369.48	24,385.68	-	-	-	-	-	-
RCL	Remove Clamp (ea.)	4	259.28		259.28	1,037.12	-	-	-	-	-	-
RI	Remove Insulator (ea.)	9	518.57		518.57	4,667.13	-	-	-	-	-	-
RP	Remove Pole & Pole Top Assembly (ea.)	64	1,037.13		1,037.13	66,376.32	-	-	-	-	-	-
RSW	Remove Switch Structure (ea.)	2	5,056.03		5,056.03	10,112.06	-	-	-	-	-	-
TOP	Top Off Pole (ea.)	27	486.16		486.16	13,126.32	-	-	-	-	-	-
XC-15(-)	Transfer (4) 15 kV Conductor (ea.)	36	129.64		129.64	4,667.04	-	-	-	-	-	-
SPG	Steel Pole Ground (ea.)	1	129.64	34.59	164.23	164.23	-	-	-	-	-	-
WPG	Wood Pole Ground (ea.)	90	168.53	127.26	295.79	26,621.10	36	40%	10,648.44	36	40%	10,648.44
PSB-8	Structure Reinforcement (ea.)	3	777.85	3,004.63	3,782.48	11,347.44	-	-	-	-	-	-
EC	Erosion Control (lin. ft.)	320	66.94		66.94	21,420.80	-	-	-	-	-	-
TC	Traffic Control (as req'd)	1	16,065.00		16,065.00	16,065.00	-	-	-	-	-	-
U1	Mobilization (as req'd)	1	32,410.44		32,410.44	32,410.44	1	100%	32,410.44	1	100%	32,410.44
V1	Construction Allowance (as req'd)	1	80,000.00		80,000.00	80,000.00	-	-	-	-	-	-

TOTAL CONTRACT PRICE: \$2,999,408.32

TOTAL TO DATE: \$232,799.82

CONTRACT TOTAL

THIS PERIOD: \$232,799.82

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: August 9, 2023
RE: Budget Workshops

Last year the Council held three budget workshops: Enterprise Funds, Non-Enterprise Funds (tax supported) and General Funds. If the Council wishes to replicate this format the meeting dates for the 2024 Budget Workshop meetings are as follows:

- The “off-Tuesdays” are September 27th, October 11th and October 25th. These meetings would start at 5 pm and last approximately four hours each.

If Council wants to do two meetings or meet on different dates staff can certainly adjust this option.