

Council Meeting
Tuesday, May 2, 2023
City Council Chamber
6:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes– April 18, 2023
 - Park & Recreation Commission – April 12, 2023
 - Telecom Commission – April 17, 2023
 - Community Center Commission – April 17, 2023
 - Utility Commission – April 26, 2023
 - License Applications
 - Cigarette License – United Fuel Midwest, LLC
 - Temporary On-Sale Liquor License – Windom Lions Club – June 9th
 - Revised Exempt Gambling Permit – Windom Chamber – June 11th
 - Regular Bills
2. Department Heads
3. Proclamations
 - Hospital Week - May 7-13, 2023
 - National Police Week - May 14–20, 2023
 - EMS Week - May 21-27, 2023
4. Windom Area Health
 - Budget Presentation
 - Medical Office Building
5. Airport Crosswind Runway Scope Environmental Assessment Contract
6. Telecom – Showtime Rate
7. Street Closure Requests
 - Riverfest Events & Parade Route – June 10th – 3rd & 4th Ave., 9th St., & Parade Route
8. Personnel Recommendations –
 - Street, Parks, & Lifeguards Seasonal Hiring
 - Community Center Hiring
9. New Business
10. Old Business
11. Contractor Payment – City Hall Roof Project – Schwickert's – Draw No. 3 - \$35,142.00
12. Council Comments



Adjourn

**Regular Council Meeting
City Hall, Council Chamber
April 18, 2023
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones.

2. Roll Call:

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

Council Absent: None.

City Staff Present: Steve Nasby, City Administrator; Ryan Anderson, Water/Wastewater Superintendent; Jon Ketzenberg, Streets & Parks Superintendent and Scott Peterson, Police Chief

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
 - Council Minutes – April 4, 2023
 - Tree Committee – April 5, 2023
 - Economic Development Authority – April 10, 2023
 - Library Board – April 11, 2023
 - Planning Commission – April 11, 2023
- License Application
 - Exempt Gambling Permit – WML Cobras Youth Football – October 21, 2023
- Regular Bills

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

5. Department Heads:

None.

6. Proclamations:

Jones said that the Council will be recognizing National Library Week from April 23-29th and Drinking Water Week May 7-13th.

Council Member Esplan introduced the Resolution No. 2023-12, entitled “2023 NATIONAL LIBRARY WEEK PROCLAMATION” and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Aye: Nelson, Quade, Benson, Grunig and Esplan. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Jones said the Library was having specialty events during National Library week and the Winter reading program had 70 participants reading 1,370 books.

Council Member Grunig introduced the Resolution No. 2023-13, entitled “2023 DRINKING WATER WEEK PROCLAMATION” and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Aye: Grunig, Benson, Quade, Esplan and Nelson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Preliminary

7. Annual Consumer Confidence Report:

Ryan Anderson, Water\Wastewater Superintendent, said that the Windom water treatment plant is evaluated for compliance with State drinking water standards. Part of the compliance is testing for lead, copper and fluoride. The testing results show the City is within the required ranges. The City will distribute the consumer confidence report to users. There are eight wells in the aquifers that supply water to the City.

Grunig asked about PFAS. Anderson replied that it is a national and State issue. The testing for PFAS just started and the EPA does not have any official limits yet. Jones said that PFAS has not been found as a significant risk in SW Minnesota.

Jones thanked Anderson and his staff for their work in keeping the water system running and up to compliance standards for health and safety of the users. Jones then presented an MPCA Compliance Award to Anderson for the operation of the Wastewater Treatment Plant.

Anderson said there was a meeting this week with DNR in Windom for discussion of current and future water needs and management of the water resources.

8. State Airport Improvement Grant - Resolution:

Nasby said that the City of Windom is working with the State and FAA on an updated Airport Zoning Ordinance, which is needed for future improvements at the site. The grant covers 70% of the costs with the City picking up 30% which equals \$14,400. The requested action is to approve the State grant agreement. The City's existing airport zoning goes back to the 1970s.

Council Member Grunig introduced the Resolution No. 2023-14, entitled "AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT ZONING ORDINANCE UPDATE" and moved its adoption. The Resolution was seconded by Esplan and on roll call vote: Aye: Benson, Esplan, Nelson, Quade and Grunig. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

9. Personnel:

Scott Peterson, Police Chief, said the Council had previously authorized the creation of a Sergeant position. An internal post was done and he is recommending Devin Koppenrud be promoted.

Motion by Esplan second by Quadeo promote Officer Devin Koppenrud to the newly reestablished Sergeant position. Motion carried 5 – 0.

10. Minnesota Deer Hunters Association – Letter of Support:

Jones said he was asked that the City support a grant application from the Minnesota Deer Hunters Association to assist the Windom Area School District with the clean-up of the Environmental Center.

Denis Quauberg, representing the MN Deer Hunter's Association, said that they want to partner with the school to improve the area for public use. This is a State grant from Legacy dollars and no match is requested from the City. The environmental center was established in the 1970s and the land was not maintained. Uses are for habitat, recreation and education. They will help clear debris which will also help mitigate fire dangers. They are requesting \$35,000 in Legacy funds.

Jones thanked the Association for helping out on the project.

Preliminary

Motion by Grunig second by Quade to provide a letter of support to the Minnesota Deer Hunters Association for the Windom Area School District's clean up of the Environmental Center. Motion carried 5 – 0.

11. Mayor Appointment:

Jones said he is recommending appointment of Joel LaCanne to the Housing and Redevelopment Authority Board.

Motion by Nelson second by Benson to approve the appointment of Joel LaCanne to the HRA Board. Motion carried 5 – 0.

12. New Business:

Nasby said an item arrived after the Council packet went out. That item is an amendment to the City's Joint Powers Agreement with the State Bureau of Criminal Apprehension. With the change from Cottonwood County to Jackson County for prosecution services an amendment is needed to remove Nick Anderson and add Kristi Meyeraan as a point of contact.

Motion by Nelson second by Grunig to approve the State of Minnesota Bureau of Criminal Apprehension Amendment #1. Motion carried 5 – 0.

Jones said he wanted to provide the information he could about the Hylife situation. He and staff met with Ag Commissioner Peterson and Hylife last week. Not many answers other than Hylife is working on selling the plant and the State is offered to help facilitate a sale or assist employees if there is a reduction in workforce. Contacts have been made with State and Federal officials and he has spoken to Governor Walz and Senator Klobuchar personally. The Governor was going to discuss with three Commissioners about setting up a round-table meeting this participating parties and talk about what actions can be done to step in when a direction is known.

13. Old Business:

None.

14. Council Comments:

Benson encouraged the public to help elderly neighbors as they can.

Quade discussed the upcoming Citywide Clean-up and noted only 10 large items will be picked up, no appliances or electronics and no glass. Small items can be dropped off at two locations. Mattress tags will be sold and collected as in the past.

Nelson said he is supportive of the clean up of the environmental center and looks forward to seeing it restored.

Grunig said that work has started on the Veterans Memorial. He said it is important to support Police and the City is ready if more equipment or training is needed.

15. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 7:20 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

Windom Park & Recreation Commission

Minutes for Wednesday, April 12th, 2023

City Hall Council Chambers

Roll Call:

Present: Paul Johnson, Jill Knapp, Ron Kuecker, Jackie Jurgens, Pam Hogan, Scott Benson, Jenny Quade,

City Staff: Tim Hogan, Jon Ketzenberg

Public: None

Absent: Jess Smith

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

1. **Motion to Approve or amend agenda:** Motion by Jurgens to add The Veterans Memorial to the Agenda under old business. Motion to approve the emended agenda to add the Veteran's Memorial to Old Business was made by Kuecker and seconded by Jurgens. Motion Carries.
2. **Approve Minutes from March 8th, 2023:** Motion to approve the March 8th minutes was made by Jurgens and seconded by Pam Hogan. Motion carries.
3. **Field Usage Agreement Rec Area:** Tim and Jon mentioned that they met with the School superintendent Jamie Frank and Athletic Director Jacob Johnson to review the Field Usage Agreement between the City and the School. Tim said that with some new individuals in different roles within the city and the school that it was important to review the agreement that was approved back in 2013 so all parties were on the same page as to what the language in the agreement states. The City Recreation Program as well as the WAGFA association is also looking into the possibility of using the ballfields located at the school to help free up field availability at the Rec Area. Tim said the Superintendent will check with the school board to see what options may be available. More information to come at a future meeting.
4. **Recreation Director report:**
 - a) Park and Rec Director Updates. Tim stated that the school baseball and softball season have started and that the ballfields are already in use. Tim said the snow melted over the weekend and the Parks Department had one day to get the fields ready to play. More work will continue to be done up at the fields this week to get everything up and going for the season.
 - b) Summer Activity Registration: Hogan said that registration online will start coming along this month for summer activities as well as swimming lessons. Registrations will be available around the end of the month when the community Ed Booklet comes out.
 - c) Hiring: Tim mentioned that he is still looking to hire some summer help and that he is getting application in and will most likely have recommendations ready to go to council at the May meeting.
5. **Park Superintendent Report:**
 - a) Parks Update: Jon said that he has three part time season workers that will be hired for the summer to help with the parks. Jon also mentioned that they are starting to get the parks opened back up and that he is putting some port-a-pottys down at the ballfields until the bathrooms are ready to go and they can get the water turned on.
 - b) Shelter Update: Jon did get some information from Ag Builders and plans ready for the shelter but they are still waiting to hear back from building and zoning official with the new

flood data information. That information will let him know how much dirt work needs to be done and what material will be used for the shelter to comply with code. Jon said it will be flood proof. Jon also said the new lights will be going in down at Island Park. Kuecker noted that there is lot of community support behind the new lights at Island Park. Benson asked about looking ahead with future activities in Island Park such as the Christmas Lights being lit and if the electrical will be available. Jon said that all of the lights will have outlets on them.

6. Old Business:

- i. **Camping Dump Station Update:** Jon updated the commission that the City Council did not decide on the dump station and that they would like some more information on a location of a new dump station and to keep the current one open. Jon said the utility commission is assisting with the process and working on a new location. A possible site may be up at the MN DOT location. MN DOT is requesting an agreement from the City to be drawn up for their review.
- ii. **Veteran Memorial:** Jurgens was wondering if there was an update on the work down at the new proposed location of the Veterans Memorial along the highway. Jon did say a locate was called in and there will be some initial dirt work being started. Jurgens asked if the City was paying for any of the prep work on this project or if the city is paying for any of the work on this project. The project is 100% covered by donations and the City will not have any financial contribution to the construction of the memorial.

7. New Business: None

8. Commission Comments: None

9. Adjourn meeting. Meeting was adjourned at 6:21pm by unanimous consent

10. Next Meeting May 10th @ 5:30 in the City Council Chambers

TELECOMMUNICATIONS COMMISSION MEETING MINUTES

CITY OF WINDOM COUNCIL CHAMBERS April 17th, 2023

I. Call Meeting to Order. The meeting called to order by Pres. Abraham at time 6:03 PM.

II. Roll Call:

President:	Dirk Abraham	City Staff:	Steve Nasby
V President:	Josh Peterson	City Staff:	Jeff Dahna
Secretary:	vacant	Council Liaison:	Dennis Esplan
Commissioner:	Jayesun Sherman	Council Liaison:	Scott Benson <i>Absent</i>
Commissioner:	vacant	Others Present:	-
Commissioner:	vacant		

III. Approval of Minutes from February 27th, 2023 meeting

Motion by commissioner Sherman, to approve minutes from the February 27th, 2023 meeting. Seconded by commissioner Peterson. Motion approved 3 to 0.

IV. **Project Updates:** Dahna updates the commissioners on the various projects.

- Outside Plant (OSP) Expansion - GPON fiber splitter pedestal with vault getting engineered for county road 17. Techs working alternative solution to homemade GPON fiber splitter pedestal configuration.
- Streaming Video Services – Encoders for local channel input are ordered. Making network changes to accommodate encoders and the cache server for the SW Stream video service.
- Colocation Racks – Three 8-foot relay racks have been installed. Power and ground cabling to be installed.

V. **Manager's Report:** Dahna reports to commissioners –

- Cable TV Headend – Maintaining as necessary.
- FCC Broadband Data Collection – GM sent the FCC Fabric information to Finley Engineering for PE review and submission to FCC. The BDC is taking over for the sunsetting FCC 477 form.
- City Network – NOC Tech and consultant have been working on installing the virtual systems on the two new Dell servers and a SAN backup server configuration.
- SCON Server Replacement- Metaswitch network elements. GM and NOC Tech configuring the system.
- Phone Service Outage – 3/30/2023 Started 7:46AM Ended 4:30PM. No reason for outage has been given. Possible lightning strike damaged equipment at POP Hut.
- Upgrades - Calix E7-2 Optical Network Terminals software upgrades being worked on.

VI. **New Business:**

- Showtime – Current customer service rate is \$12.95. Showtime has increased our rate to \$14.94. Commissioners reviewed and recommend Showtime customer rate increase to city council.

Motion by Peterson to recommend to city council a new rate of \$15.99 to cover cost of subscription and delivery of service for Showtime package. Second by Sherman. Motion approved 3 to 0.

VII. Old Business:

- Network Operations Center Tech position - New hire is working quite well.
- Email Account Storage Limits– Researching possible rates and policy for an excessive email storage fee.
- Dahna updates commissioners on the Next Generation 911 (NG911) Inteliquent – Session Border Controller (SBC), - STIR/SHAKEN – Session Border Controller (SBC) Reviewing service provider options Sinch and TransNexus-ClearIP, Video Service, and - SFN Streaming Video Service Provisioning with billing system.

VIII. Commissioner's concerns and questions: None.

IX. Set Next Telecom meeting: May 15th, 2023 at 6:00 PM at the City Council Chambers.

X. Adjourn: Meeting adjourned by unanimous consent at 6:52 PM.

Dirk Abraham, Telecom Commission President

XXXXXXX, Telecom Commission Secretary

Attest: _____
Jeff Dahna, Telecom General Manager

Community Center Commission

Monday, April 17, 2023

Community Center – 1750 Cottonwood Lake Drive

5:30 p.m.

AGENDA

Call to Order @ 5:36pm by Pres. Stuckenbroker

Present: L.Stuckenbroker, Al Baloun, Mitch Voehl,

Jan Duscher, Scott Benson, Tim Snyder.

Absent-Lenny Thiner, Jim Nelson

1. Approval of Minutes: Motion by A.Baloun; 2nd by J.Duscher = 3-0

2. Director Report

- Calendar of Events –Schedule for Aug.-Oct. weekends filled by Weddings/Quincenaras. June/July still has available dates.
- Financial Statements- Good revenue in March, April still filling in.
- Personnel Changes- Ed Berger resigned April 3rd, moving to Farmington. Jill Wolff retired April 10th, Commission thanks them for their time and work at the Community Center. Mardi Robben hired in Part-Time position for Maintenance ; has requested and applied for full-time position. Commission discussed and endorsed moving Mardi to full-time position by May 15th. Director will bring to City Council by that time for approval. Director and President will meet to review applicants for Jill's position as Executive Asst./Receptionist.

3. Old Business

- Fence/Patio Bids-waiting for bids Carter Construction, Brugman Const., Kulseth Landscaping-Wood portion only.
- Rate and Policy Brochure Updates-Birthday/Business pkgs.

- Price break for business multiple bookings. Discount of \$50.00 after 4th booking; applied to 5th event scheduled.
- Discussion on purchasing Inflatables for Birthday Party Packages and possible share use/cost with Chamber. Director will reach out to Emily C.

4. New Business

- A. Parking Lot Expansion-Tour ; Commission members heard a presentation from Mitch of proposed overflow parking behind Community Center; rock/gravel base to help minimize costs. Sidewalk extended around side of building and back . Director will get multiple bids to gather costs. Next Commission meeting will look at project costs.
- B. Used Floor Scrubber availability –Hilliard has presented a used floor scrubber(2 years old) for \$5,000. New one of this model is \$14,500. Motion by J.Duscher to purchase a used floor scrubber due to age of current one and its lack of efficiency. 2nd by A.Baloun. Director will call to check availability.
- C. Request to purchase 32" TV;- Motion by A.Baloun to purchase a 32" in. TV to replace the one in the Conference room. Conference room TV will be moved to front lobby to have events scrolled on and information. Passed 3-0

5. President's Report- None

6. Adjourn- Motion by J.Duscher 2nd by A.Baloun to Adjourn meeting at 6:39pm. Passed 3-0

UTILITY COMMISSION MINUTES
Council Chambers
April 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 and Glen Francis
Member Absent: None
City Council Liaison: Marv Grunig
Staff Present: Jason Sykora, Electric Superintendent; Ryan Anderson,
Water/Wastewater Superintendent; Leesa Arndt, Utility Billing/Analyst

APPROVE MINUTES

Motion by Riordan second by Francis to approve the March 29, 2023 Minutes. Motion carried 3 – 0.

ELECTRIC ITEMS

Truck Shed Update

Sykora stated prior questions the Commission had were answered in the full set of truck shed plans. The roof venting will include protective ridges to prevent snow shear. He said the wash bay wall does meet fire code. Other items to note was placement of an additional draft stop, floor drainage, plumbing, and changing wall insulation from 4" to 8" will be included in addendums to the engineer's plans. Sykora mentioned there were 37 plan holders, of which 4 are general contractors. The bid opening is May 4th.

Generation Plant Update

Sykora is still working with engineers on stored fuel locations and optimizing the generation plant space (placement of a future 4MW generator). He will present more information at the next monthly meeting.

Other Electrical Items

Sykora said the transmission project has scheduled a preconstruction meeting for May 2nd. The projected start date is the first week of July.

The Tegels Park Shelter has been provided service, wire, circuit board and a meter socket. The cost of the materials is \$391.00. Commission consensus was to donate the materials to the project as the building will be turned over to the City of Windom. Francis mentioned progress is being made on the building and the proposed completion date is June 1st.

Sykora said that information has been submitted to MRES (Missouri River Energy Services) for the electric rate study. CMPAS covers the study. Sykora requested the review of added capacity and the incremental changes to cover the potential closure of HyLife. He expects the study to be complete mid-year.

WATER/WASTEWATER ITEMS

Consumer Confidence Report

Anderson reviewed the Annual Consumer Confidence Report stated that reportable items are all under action levels. Lead and copper are completed on rotational years. The report is completed and available to the public for review.

MPCA Wastewater Award

Anderson said Windom's WWTP was recognized for outstanding operations in 2022. To receive the award the facility must have zero violations and have accurate on-time reports submitted to the MPCA.

Rolling Green Force Main Discussion

Anderson presented the engineer's estimate of all 3 sections of the force main that are considered for replacement. The estimate includes the river crossing portion. The pipe size would remain at 6", as the 4" downsize would be minimal savings. A full survey will be needed to evaluate the need for the air-break manhole. Anderson will have more information at the next Commission meeting.

Hydrant Flushing Schedule

The department staff will be flushing hydrants the week of May 8th. Anderson will notify the paper and radio for announcements.

Workforce Housing Meters

Anderson stated that the apartments on North Redding Avenue are ready for water meters. They will be metered per building.

Other Water/Wastewater Items

Anderson had staff members Brannon Paplow and Steve Willard attend MPCA training. Willard passed his Class B Wastewater License.

Anderson handed out information on a class action lawsuit including the National Rural Water Association Board of Directors against the global manufacturers of the PFAS chemicals. There is not cost to the city unless a settlement is reached. Anderson stated city staff was concerned that if the City of Windom was eligible for recovery, that this lawsuit would be forgo any additional recovery monies. Anderson is waiting for legal to review the paperwork.

Anderson mentioned that the first round of voluntary PFAS testing is complete. The second round of testing will be starting towards the end of quarter 2.

REGULAR BILLS

Sykora passed out an additional bill from American Engineering Testing for soil borings inside the power plant.

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

OLD BUSINESS

Solar Energy Discussion

Sykora explained that CMPAS is still negotiating with the solar field vendor. Transmission, energy costs, and maintenance costs are points of discussion.

NEW BUSINESS

Anderson said that Bingham Lake had a force-main hit due to a vendor placing utility poles. It was discovered that Bingham Lake does not have a wastewater operator nor a discharge report.

Anderson assisted with the proper paperwork and filed it with the MPCA under Windom's license.

Anderson has also been involved in a joint meeting with the DNR, Red Rock Rural Water, and Poet to discuss the city watershed and water conservation methods. They are discussing potential water sources. Schwalbach suggested researching prior test wells that had been drilled to assist in the process.

Riordan mentioned that MNDOT is discussing the camper dump station proposal at the County Road 26 location and the proposition has been sent to their internal attorney to review liability.

The Commission set a special meeting for May 10 at 12:00 to accept the Electric Department Truck Shed Project bids and prepare a recommendation to the City Council. The next regular meeting was set for May 24 at 10:00 in the City Council Chambers.

ADJOURN

Schwalbach adjourned the meeting at 11:25 am.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator



APPLICATION FOR MUNICIPAL LICENSES
CITY OF WINDOM
WINDOM, MN

STATE OF MINNESOTA
COUNTY OF COTTONWOOD
CITY OF WINDOM

TO: United Fuel Midwest LLC
Attn: Manager
1550 1st Ave
Windom, MN 56101

This application is appropriate for item or items checked below, for the term of one year from January 1, 2023 to December 31, 2023.

☒ Cigarette License \$20.00

☐ Game of Skill \$50.00 for first game and \$15.00 for each additional game

☐ Theatre \$25.00

Required

MN Tax ID # 8724705

Federal Tax ID # 92-2231097

Total \$20.00


Signature of Applicant





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

Name of organization Windom Lions Club		Date of organization 4-26-23		Tax exempt number 23-7219238	
Organization Address (No PO Boxes) 1950 Great Bend Blvd		City Windom	State MN	Zip Code 56101	
Name of person making application Ben Petersen		Business phone		Home phone 822-3353	
Date(s) of event June 9th 2023		Type of organization ☐ Microdistillery ☐ Small Brewer ☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit			
Organization officer's name Ben Petersen		City Windom	State MN	Zip Code 56101	
Organization officer's name Dustin Thom		City Windom	State MN	Zip Code 56101	
Organization officer's name Steph Evers		City Windom	State MN	Zip Code 56101	

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

Island park, parking lot between pool and baseball field

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

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

APPROVAL

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

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

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

April 28, 2023

Re: Exempt Gambling Permit – June 10, 2023 – Island Park

Previously the Windom Chamber of Commerce received an Exempt Gambling Permit for the duck raffle event at Island Park.

However, there were two errors in the original submission—the date of the event and also the need for a more specific address of the location of the event.

A revised “Application for Exempt Permit” has been submitted by the Chamber to correct these two items.

Requested Action: Please review and approve the revised “Application for Exempt Permit” for June 11, 2023.

Attachments:

- (1) Copy of original Permit issued for June 10, 2023;
- (2) Revised “Application for Exempt Permit”, submitted by the Chamber, listing the physical address as 327 6th Street (Island Park) and the corrected event date of Sunday, June 11, 2023.



Minnesota Gambling Control Board

has issued

Lawful Gambling Exempt Permit

X-05127-23-011

Island Park

4th Ave S

Windom, MN 56101

to

Windom Chamber of Commerce

Effective Date: Jun 10 2023

Expiration Date: Jun 10 2023

Licensing Supervisor

Emily Cenzano
Windom Chamber of Commerce
303 9th St
Windom, MN 56101

Issued by:
Minnesota Gambling Control Board
Suite 300 South
1711 W. County Road B
Roseville, MN 55113

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Windom Chamber Previous Gambling Permit Number: X- 05127-23-011
 Minnesota Tax ID Number, if any: 9332885 Federal Employer ID Number (FEIN), if any: 41-0759873
 Mailing Address: 303 9th St
 City: Windom State: MN Zip: 56101 County: Cottonwood
 Name of Chief Executive Officer (CEO): Emily Cenzano
 CEO Daytime Phone: 507-831-2752 CEO Email: director@windomchamber.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Island Park
 Physical Address (do not use P.O. box): 327 6th Street
 Check one:
☒ City: Windom Zip: 56101 County: Cottonwood
☐ Township: _____ Zip: _____ County: _____
 Date(s) of activity (for raffles, indicate the date of the drawing): Sunday, June 11

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: _____ Signature of City Personnel: _____ Title: _____ Date: _____	Print County Name: _____ Signature of County Personnel: _____ Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Emily Cenzano Date: 4/28/23
(Signature must be CEO's signature; designee may not sign)

Print Name: Emily Cenzano

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:
 A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

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

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

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



Windom, MN

Expense Approval Report

By Fund

Payment Dates 4/15/2023 - 4/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
CAROL ROBBEN	17963-9	04/18/2023	CREDIT REFUND	100-20191	25.17
ERIC T LAVANGER	31532-8	04/18/2023	CREDIT REFUND	100-20191	29.59
MICHAEL SCHUMANN	40237-9	04/18/2023	CREDIT REFUND	100-20191	54.03
MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	100-20202	19,930.00
MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	100-20202	6,218.00
MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	100-20202	47.00
					26,303.79
Activity: 41110 - Mayor & Council					
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-41110-326	24.16
Activity 41110 - Mayor & Council Total:					24.16
Activity: 41310 - Administration					
INDOFF, INC	3642120	04/14/2023	CITY/SUPPLIES	100-41310-200	148.99
WEX Health Inc	0001714854-IN	04/14/2023	PARTICIPANT FEE (ADMIN)	100-41310-217	123.75
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-41310-321	71.06
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-41310-326	303.43
STEVE NASBY	APRIL 14, 2023	04/17/2023	CITY/MMUA SAFETY/TRAVEL	100-41310-331	93.01
STEVE NASBY	APRIL 5, 2023	04/14/2023	CMCIT LOSS CONTROL WORK	100-41310-331	84.50
STEVE NASBY	APRIL 14, 2023	04/17/2023	CITY/MMUA SAFETY/TRAVEL	100-41310-334	17.34
TYLER TECHNOLOGIES, INC	025-419197	04/25/2023	ANNUAL SUBSCRIPTION	100-41310-444	3,983.00
Activity 41310 - Administration Total:					4,825.08
Activity: 41910 - Building & Zoning					
INDOFF, INC	3643006	04/14/2023	EDA/B&Z/SUPPLIES	100-41910-200	5.06
SEH	444309	04/24/2023	PERKINS CREEK FLOODING PL	100-41910-303	18,647.37
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-41910-321	57.14
Activity 41910 - Building & Zoning Total:					18,709.57
Activity: 41940 - City Hall					
COLE PAPERS INC.	10277163	03/30/2023	CITY OFFICE/CLEANING/SUPP	100-41940-211	325.07
COLE PAPERS INC.	10280245	04/14/2023	CITY OFFICE/CLEANING/SUPP	100-41940-211	137.83
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-41940-381	508.60
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-41940-382	60.26
HOMETOWN SANITATION SER	0000505315	03/31/2023	CITY HALL/REFUSE DISPOSAL	100-41940-384	108.99
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-41940-385	129.40
US LBM OPERATING CO 3009	1707624	04/24/2023	CITY HALL FLAG POLE	100-41940-406	82.15
Activity 41940 - City Hall Total:					1,352.30
Activity: 42120 - Crime Control					
INDOFF, INC	3642118	04/13/2023	POLICE/SUPPLIES	100-42120-200	41.79
COTTONWOOD VET CLINIC	262376	04/13/2023	POLICE/BRUNO/MEDICAL FEI	100-42120-305	60.25
WINDOM AREA HEALTH	317522930	04/13/2023	POLICE/MEDICAL FEES	100-42120-305	65.00
WINDOM AREA HEALTH	317556233	04/13/2023	POLICE/MEDICAL FEES	100-42120-305	65.00
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-42120-321	32.65
ALPHA WIRELESS - MANKATO	20061	04/26/2023	POLICE/RADIO UNITS	100-42120-323	108.00
MIKE'S LLC	840	04/13/2023	POLICE/RADIO UNITS	100-42120-323	218.71
LANGUAGE LINE SERVICES, IN	10974139	04/13/2023	POLICE/INTERPRETATION FEE	100-42120-327	47.95
AUSTIN LASKY	4-14-23	04/19/2023	POLICE/MEALS	100-42120-334	10.00
BRENT JAMES HOGEN	23044	04/21/2023	POLICE/PRINTING	100-42120-350	863.35
CRYSTAL CLEAN CAR WASH LL	1048	04/13/2023	POLICE/MAINTENANCE - VEH	100-42120-405	64.00
AMAZON CAPITAL SERVICES, I	1VYP-NYHM-7PLR	04/13/2023	POLICE/MAINTENANCE - VEH	100-42120-405	26.95
PAUL MARSH	27528	04/21/2023	POLICE/UNIT 21-3/MAINTEN	100-42120-405	27.46
AMAZON CAPITAL SERVICES, I	1YGD-3M64-1TK7	04/13/2023	POLICE/MISC	100-42120-480	39.99
Activity 42120 - Crime Control Total:					1,671.10

Expense Approval Report

Payment Dates: 4/15/2023 - 4/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 42220 - Fire Fighting					
ARAMARK	2560122760	04/21/2023	FIRE/OPERATING SUPPLIES	100-42220-211	43.14
RIVERLAND COMMUNITY COL	1141267	04/24/2023	FIRE/TRAINING & REGISTRATI	100-42220-308	680.00
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-42220-321	42.35
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-42220-381	362.13
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-42220-382	18.33
HOMETOWN SANITATION SER	0000505359	04/14/2023	FIRE/REFUSE DISPOSAL	100-42220-384	52.19
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-42220-385	39.80
EMERGENCY APPARATUS MAI	127023	04/21/2023	FIRE/MAINTENANCE - VEHI	100-42220-405	1,184.79
EMERGENCY APPARATUS MAI	127024	04/21/2023	FIRE/MAINTENANCE - VEHI	100-42220-405	970.35
EMERGENCY APPARATUS MAI	127025	04/21/2023	FIRE/MAINTENANCE - VEHI	100-42220-405	1,189.94
EMERGENCY APPARATUS MAI	127026	04/21/2023	FIRE/MAINTENANCE - VEHI	100-42220-405	171.56
EMERGENCY APPARATUS MAI	127027	04/21/2023	FIRE/UNIT 24/MAINTENANCE	100-42220-405	171.56
EMERGENCY APPARATUS MAI	127028	04/21/2023	FIRE/TANKER 22/MAINTENAN	100-42220-405	171.56
EMERGENCY APPARATUS MAI	127174	04/21/2023	FIRE/ENGINE E-23/MAINTENA	100-42220-405	2,229.98
EMERGENCY APPARATUS MAI	127175	04/21/2023	FIRE/ENGINE E-20/MAINTENA	100-42220-405	679.13
PAUL MARSH	27443	04/14/2023	FIRE/MAINTENANCE - VEHI	100-42220-405	519.79
PAUL MARSH	27514	04/21/2023	FIRE/MAINTENANCE - VEHI	100-42220-405	394.90
Activity 42220 - Fire Fighting Total:					8,921.50
Activity: 42500 - Civil Defense					
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-42500-381	32.50
Activity 42 500 - Civil Defense Total:					32.50
Activity: 42700 - Animal Control					
COTTONWOOD VET CLINIC	262649	04/18/2023	CITY/SERVICES	100-42700-300	101.50
Activity 42700 - Animal Control Total:					101.50
Activity: 43100 - Streets					
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-43100-217	70.00
DANIEL MARAS	SAFTY BOOTS	04/17/2023	STREET/UNIFORMS	100-43100-218	128.20
UNIQUE PAVING MATERIALS C	73076	04/14/2023	STREET/STREET MAINTENANC	100-43100-224	1,042.80
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-43100-321	45.82
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-43100-381	254.87
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-43100-381	1,698.28
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-43100-382	19.57
HOMETOWN SANITATION SER	0000505316	03/31/2023	STREET/REFUSE DISPOSAL	100-43100-384	108.99
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-43100-385	41.48
RD OFFUTT COMPANY	P1883404	04/20/2023	STREET/MAINTENANCE - OFF	100-43100-404	130.50
Activity 43100 - Streets Total:					3,540.51
Activity: 45120 - Recreation					
BEACON ATHLETICS	0567207-IN	04/13/2023	ARENA/OPERATING SUPPLIE	100-45120-217	1,550.00
GLOBAL PAYMENTS INC.	4100177604	04/12/2023	DATA PROCESSING	100-45120-326	1,080.00
Activity 45120 - Recreation Total:					2,630.00
Activity: 45202 - Park Areas					
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-45202-326	266.67
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	100-45202-381	439.85
HOMETOWN SANITATION SER	0000505317	03/31/2023	STREET/SQUARE/REFUSE DISI	100-45202-384	62.98
HOMETOWN SANITATION SER	0000505331	03/31/2023	STREET/ISLAND PARK/REFUSE	100-45202-384	25.99
HOMETOWN SANITATION SER	0000505365	03/31/2023	STREET/ABBY PARK/REFUSE D	100-45202-384	21.98
Activity 45202 - Park Areas Total:					817.47
Fund 100 - GENERAL Total:					68,929.48
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	211-45501-321	162.24
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	211-45501-326	70.00
NANCY SAJBAN	4-24-23	04/25/2023	LIBRARY/TEEN SUMIT/TRAVE	211-45501-331	124.45
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	211-45501-381	214.49
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	211-45501-382	20.96
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	211-45501-385	45.92

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARAMARK	2560120349	04/13/2023	LIBRARY/MAINTENANCE - STR	211-45501-402	29.30
Activity 45501 - Library Total:					667.36
Fund 211 - LIBRARY Total:					667.36
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
SOUTHWEST MN BROADBAN	04-15-2023	04/18/2023	AIRPORT/TELEPHONE	225-45127-321	27.13
Activity 45127 - Airport Total:					27.13
Fund 225 - AIRPORT Total:					27.13
Fund: 230 - POOL					
Activity: 45124 - Pool					
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	230-45124-217	133.33
GLOBAL PAYMENTS INC.	4100177604	04/12/2023	DATA PROCESSING	230-45124-326	1,080.00
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	230-45124-381	34.91
Activity 45124 - Pool Total:					1,248.24
Fund 230 - POOL Total:					1,248.24
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
ARAMARK	2560122760	04/21/2023	AMBO/OPERATING SUPPLIES	235-42153-217	43.13
LINDE GAS & EQUIPMENT INC	35153479	04/14/2023	AMBO/MERCH/MEDICAL	235-42153-261	794.26
LEWIS FAMILY DRUG, LLC	56-123571300 & 1400	04/14/2023	AMBO/MERCH/MEDICAL	235-42153-261	457.68
LEWIS FAMILY DRUG, LLC	56-123571300 & 1400	04/14/2023	AMBO/MERCH/MEDICAL	235-42153-261	291.31
MN EMERGENCY CARE ASSOC	1306	11/07/2022	AMBO/TRAINING & REGISTRA	235-42153-308	1,169.00
WINDOM AREA HEALTH	734-0024-03-2023-0024	04/18/2023	AMBO/NURSING	235-42153-312	2,852.34
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	235-42153-321	28.23
TIM HACKER	4-12-23	04/17/2023	AMBO/MEALS	235-42153-334	18.79
KIM POWERS	4-14-23 - 4-17-23	04/17/2023	AMBO/MEALS	235-42153-334	98.76
DAN MESNER	4-16-23	04/17/2023	AMBO/MEALS	235-42153-334	42.46
JENNA VACHUSKA	4-4-23	04/17/2023	AMBO/MEALS	235-42153-334	26.19
JIM AXFORD	4-4-23	04/17/2023	AMBO/MEALS	235-42153-334	20.91
JODI JOHNSON	4-5-23	04/17/2023	AMBO/MEALS	235-42153-334	14.78
KRISTEN PORATH	4-5-23 - 4-15-23	04/17/2023	AMBO/MEALS	235-42153-334	97.28
MEGAN BRAMSTEDT	4-7-23 - 4-8-23	04/17/2023	AMBO/MEALS	235-42153-334	45.07
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	235-42153-381	241.42
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	235-42153-382	12.22
HOMETOWN SANITATION SER	0000505359	04/14/2023	AMBO/REFUSE DISPOSAL	235-42153-384	34.80
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	235-42153-385	26.54
ALPHA WIRELESS - MANKATO	19986	04/26/2023	AMBO/MAINTENANCE - OFFI	235-42153-404	1,089.00
PAUL MARSH	27446	04/14/2023	AMBO/MAINTENANCE - VEHI	235-42153-405	284.70
PAUL MARSH	27488	04/21/2023	AMBO/UNIT 29/MAINTENAN	235-42153-405	434.34
ZOLL MEDICAL CORPORATION	3702503	04/14/2023	AMBO/MAINTENANCE - VEHI	235-42153-405	426.19
SIRIUS XM RADIO INC	X7-1728271454	04/21/2023	AMBO/MAINTENANCE - VEHI	235-42153-405	20.29
Activity 42153 - Ambulance Total:					8,569.69
Fund 235 - AMBULANCE Total:					8,569.69
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
INDOFF, INC	3643006	04/14/2023	EDA/B&Z/SUPPLIES	250-46520-200	5.07
EHLERS & ASSOC., INC.	93912	04/24/2023	EDA/TIF 1-19 & TIF 1-22	250-46520-301	662.50
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	250-46520-321	57.14
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	250-46520-381	51.39
STEVEN G JOERGER	APRIL 17, 2023	04/24/2023	EDA/GROCERY STORE STUDY	250-46520-439	5,482.03
Activity 46520 - EDA Total:					6,258.13
Fund 250 - EDA GENERAL Total:					6,258.13

Expense Approval Report

Payment Dates: 4/15/2023 - 4/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
DGR ENGINEERING	00259658	04/24/2023	COMMERCIAL PARK CUL-DE-S	401-49950-503	474.00
Activity 49950 - Capital Outlay Total:					474.00
Fund 401 - GENERAL CAPITAL PROJECTS Total:					474.00
Fund: 601 - WATER					
Activity: 49400 - Water					
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	601-49400-321	50.54
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	POSTAGE	601-49400-322	241.84
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	601-49400-326	876.78
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	PROCESSING	601-49400-326	162.56
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	601-49400-326	70.00
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	INSERTS	601-49400-350	1.50
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	601-49400-381	4,813.35
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	601-49400-382	18.66
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	601-49400-385	38.55
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	601-49400-386	58.68
TYLER TECHNOLOGIES, INC	025-419197	04/25/2023	ANNUAL SUBSCRIPTION	601-49400-444	2,389.80
Activity 49400 - Water Total:					9,239.76
Fund 601 - WATER Total:					9,239.76
Fund: 602 - SEWER					
Activity: 49450 - Sewer					
W L CONSTRUCTION SUPPLY I	32522	04/18/2023	SEWER/OPERATING SUPPLIES	602-49450-217	420.60
MN VALLEY TESTING	1190507	03/28/2023	SEWER/LAB TESTING	602-49450-310	105.82
MN VALLEY TESTING	1190970	03/28/2023	SEWER/LAB TESTING	602-49450-310	176.22
MN VALLEY TESTING	1191409	04/14/2023	SEWER/LAB TESTING	602-49450-310	281.82
MN VALLEY TESTING	1191438	04/14/2023	SEWER/LAB TESTING	602-49450-310	176.22
MN VALLEY TESTING	1192260	04/14/2023	SEWER/LAB TESTING	602-49450-310	130.46
MN VALLEY TESTING	1192435	04/14/2023	SEWER/LAB TESTING	602-49450-310	239.54
MN VALLEY TESTING	1192535	04/14/2023	SEWER/LAB TESTING	602-49450-310	183.70
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	602-49450-321	175.36
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	POSTAGE	602-49450-322	241.83
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	602-49450-326	876.77
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	PROCESSING	602-49450-326	162.56
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	602-49450-326	70.00
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	INSERTS	602-49450-350	1.50
LEAGUE OF MN CITIES INS TR	8014	04/12/2023	LMC GL 000000271000/SARA	602-49450-361	1,000.00
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	602-49450-381	10,745.83
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	602-49450-382	123.90
HOMETOWN SANITATION SER	0000505319	04/14/2023	SEWER/REFUSE DISPOSAL	602-49450-384	113.98
TYLER TECHNOLOGIES, INC	025-419197	04/25/2023	ANNUAL SUBSCRIPTION	602-49450-444	2,389.80
Activity 49450 - Sewer Total:					18,133.41
Fund 602 - SEWER Total:					18,133.41
Fund: 604 - ELECTRIC					
ELECTRIC FUND	# 415 RETURN	04/19/2023	EL/INVENTORY	604-14200	162.24
ELECTRIC FUND	# 416 RETURN	04/19/2023	EL/INVENTORY	604-14200	677.42
VAN METER INC	S012653583.001	04/14/2023	EL/INVENTORY	604-14200	120.98
DAKOTA SUPPLY GROUP	S102463963.002	04/14/2023	EL/INVENTORY	604-14200	3,934.21
DAKOTA SUPPLY GROUP	S102615480.001	04/14/2023	EL/INVENTORY	604-14200	188.05
MN DEPT OF LABOR & INDUS	4-5-23	04/12/2023	EL/LICENSE FEES	604-16200	320.00
ELECTRIC FUND	# 715	04/14/2023	EL/IMPROVEMENTS	604-16300	255.39
ELECTRIC FUND	# 724	04/25/2023	EL/CSAH (CO RD 26)	604-16300	430.04
YOBANI LOPEZ BARRIOS	17452-1	04/18/2023	UTILITY DEPOSIT REFUND	604-22000	300.00
ZACHARY JOHNSON	3885-5	04/18/2023	UTILITY DEPOSIT REFUND	604-22000	300.00
SAWSTEPHEN & BWAID DEW	4140-7	04/18/2023	UTILITY DEPOSIT REFUND	604-22000	300.00
JACKIE JR. HOLLON & JOHN B	58669-8	04/18/2023	UTILITY DEPOSIT REFUND	604-22000	300.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUENTIN ANDERSON	60695-5	04/18/2023	UTILITY DEPOSIT REFUND	604-22000	300.00
					7,588.33
Activity: 49550 - Electric					
O'REILLY AUTOMOTIVE, INC	4425-369579	04/25/2023	EL/OPERATING SUPPLIES	604-49550-217	51.98
CMP - CENTRAL MUNICIPAL P	7476	04/14/2023	EL/TRANSMISSION	604-49550-263	167,569.45
CMP - CENTRAL MUNICIPAL P	7476	04/14/2023	EL/ENERGY	604-49550-263	137,759.18
DEPARTMENT OF ENERGY	BFPB000800323	04/13/2023	EL/ENERGY	604-49550-263	71,534.42
MN MUNICIPAL UTILITIES ASS	61483	04/14/2023	EL/TRAINING & REGISTRATIO	604-49550-308	720.00
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	604-49550-321	77.96
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	POSTAGE	604-49550-322	241.84
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	604-49550-326	1,035.00
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	604-49550-326	1,753.54
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	PROCESSING	604-49550-326	162.56
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	604-49550-326	189.39
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	INSERTS	604-49550-350	1.50
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	604-49550-381	134.92
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	604-49550-382	22.01
HOMETOWN SANITATION SER	0000505320	04/14/2023	EL/REFUSE DISPOSAL	604-49550-384	111.98
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	604-49550-385	44.93
ELECTRIC FUND	# 716	04/14/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	1,044.72
ELECTRIC FUND	# 717	04/14/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	56.31
ELECTRIC FUND	# 721	04/19/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	94.38
ELECTRIC FUND	# 722	04/24/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	1,022.23
ELECTRIC FUND	# 723	04/25/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	48.48
CNA SURETY	05-07-23 - 05-07-2024	03/09/2023	EL/MAINTENANCE - DISTRIBU	604-49550-408	100.00
ELECTRIC FUND	# 720	04/19/2023	EL/MAINTENANCE - UTILITIES	604-49550-409	20.28
ZIEGLER, INC.	IN000943082	04/14/2023	EL/MAINTENANCE - GENERAT	604-49550-410	12,329.32
TYLER TECHNOLOGIES, INC	025-419197	04/25/2023	ANNUAL SUBSCRIPTION	604-49550-444	2,389.80
CMP - CENTRAL MUNICIPAL P	7476	04/14/2023	EL/CIP	604-49550-450	3,610.30
MISSOURI RIVER ENERGY SER	SM00000008045	04/14/2023	EL/CONSERVATION - ENERGY	604-49550-450	7,003.70
MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	604-49550-460	328.00
Activity 49550 - Electric Total:					409,458.18
Fund 604 - ELECTRIC Total:					417,046.51
Fund: 609 - LIQUOR STORE					
TSP	0059322	04/20/2023	LIQUOR STORE/CONSULTING	609-16200	6,300.00
MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	609-20202	16,789.00
					23,089.00
Activity: 49751 - Liquor Store					
INDOFF, INC	3642119	04/18/2023	LIQUOR S/SUPPLIES	609-49751-200	148.99
ARAMARK	2560120359	04/20/2023	LIQUOR S./CLEANING/SUPPLI	609-49751-211	51.45
MN DEPT OF EMPLOY & ECON	1st Qtr 2023	04/14/2023	LIQUOR/OPERATING SUPPLIE	609-49751-217	28.56
PAUSTIS WINE COMPANY	197810	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-251	328.00
JOHNSON BROS.	2271772	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	640.50
JOHNSON BROS.	2276378	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	2,348.82
JOHNSON BROS.	2281008	04/21/2023	LIQUOR S/LIQUOR/FRIGHT	609-49751-251	1,057.18
BREAKTHRU BEVERAGE MN	348663886	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-251	9,151.48
PHILLIPS WINE & SPIRITS	6570739	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	3,353.40
PHILLIPS WINE & SPIRITS	6572418	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	676.00
PHILLIPS WINE & SPIRITS	6574370	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	4,321.24
PHILLIPS WINE & SPIRITS	6578020	04/21/2023	LIQUOR S/LIQUOR/FRIGHT	609-49751-251	1,624.74
PHILLIPS WINE & SPIRITS	695138	04/21/2023	LIQUOR S/LIQUOR/FRIGHT	609-49751-251	-180.00
LOST SANITY BREWING LLC	000492	04/18/2023	LIQUOR S/BEER	609-49751-252	536.00
BLUE CLOUD DISTRIBUTION O	101091090	04/20/2023	LIQUOR S/BEER	609-49751-252	1,913.00
BEVERAGE WHOLESALERS	266609	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-252	9,680.90
BEVERAGE WHOLESALERS	266610	04/20/2023	LIQUOR S/BEER	609-49751-252	-67.52
BEVERAGE WHOLESALERS	266611	04/20/2023	LIQUOR S/BEER	609-49751-252	100.00
BEVERAGE WHOLESALERS	267570	04/20/2023	LIQUOR S/BEER	609-49751-252	13,635.20
BEVERAGE WHOLESALERS	268601	04/21/2023	LIQUOR S/BEER	609-49751-252	6,682.52
BEVERAGE WHOLESALERS	269298	04/21/2023	LIQUOR S/BEER	609-49751-252	67.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARTISAN BEER COMPANY	3595963	04/20/2023	LIQUOR S/BEER	609-49751-252	73.80
ARTISAN BEER COMPANY	3597288	04/20/2023	LIQUOR S/BEER	609-49751-252	86.15
ARTISAN BEER COMPANY	3598586	04/21/2023	LIQUOR S/BEER	609-49751-252	147.30
PAUSTIS WINE COMPANY	197810	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-253	664.00
PAUSTIS WINE COMPANY	199222	04/21/2023	LIQUOR S/WINE/FRIGHT	609-49751-253	1,134.00
JOHNSON BROS.	2271773	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	1,687.46
JOHNSON BROS.	2276379	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	860.79
JOHNSON BROS.	2281009	04/21/2023	LIQUOR S/MERCHANDISE	609-49751-253	1,202.48
BREAKTHRU BEVERAGE MN	348663886	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-253	241.00
ROUND LAKE VINEYARDS & W	3706	04/17/2023	LIQUOR S/WINE	609-49751-253	582.00
INDIAN ISLAND WINERY	4-3-23	04/17/2023	LIQUOR S/WINE	609-49751-253	284.16
PHILLIPS WINE & SPIRITS	6570740	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	159.05
PHILLIPS WINE & SPIRITS	6574371	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	980.00
PHILLIPS WINE & SPIRITS	6578021	04/21/2023	LIQUOR S/WINE/FRIGHT	609-49751-253	476.50
WINE MERCHANTS	7422107	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-253	304.00
WINE MERCHANTS	7423897	04/21/2023	LIQUOR S/WINE/FRIGHT	609-49751-253	836.00
JOHNSON BROS.	2281009	04/21/2023	LIQUOR S/MERCHANDISE	609-49751-254	48.00
BREAKTHRU BEVERAGE MN	348663886	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-254	86.11
ATLANTIC COCA-COLA	3885138	04/20/2023	LIQUOR S/SOFT DRINKS & M	609-49751-254	156.00
ATLANTIC COCA-COLA	3916863	04/21/2023	LIQUOR S/SOFT DRINKS & M	609-49751-254	353.00
HOME CITY ICE COMPANY	6709230397	04/18/2023	LIQUOR S/	609-49751-257	36.80
HOME CITY ICE COMPANY	6738230012	04/21/2023	LIQUOR S/ICE/FRIGHT	609-49751-257	277.44
PAUSTIS WINE COMPANY	197810	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-259	96.00
BEVERAGE WHOLESALERS	266609	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-259	31.45
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	609-49751-321	131.10
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	609-49751-326	861.14
PAUSTIS WINE COMPANY	197810	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-333	13.50
PAUSTIS WINE COMPANY	199222	04/21/2023	LIQUOR S/WINE/FRIGHT	609-49751-333	16.50
JOHNSON BROS.	2271772	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	16.24
JOHNSON BROS.	2271773	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	46.69
JOHNSON BROS.	2276378	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	25.41
JOHNSON BROS.	2276379	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	30.45
JOHNSON BROS.	2281008	04/21/2023	LIQUOR S/LIQUOR/FRIGHT	609-49751-333	24.36
JOHNSON BROS.	2281009	04/21/2023	LIQUOR S/MERCHANDISE	609-49751-333	38.57
BREAKTHRU BEVERAGE MN	348663886	04/20/2023	LIQUOR S/MERCHANDISE	609-49751-333	135.83
PHILLIPS WINE & SPIRITS	6570739	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	60.90
PHILLIPS WINE & SPIRITS	6570740	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	8.12
PHILLIPS WINE & SPIRITS	6572418	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	21.00
PHILLIPS WINE & SPIRITS	6574370	04/20/2023	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	77.15
PHILLIPS WINE & SPIRITS	6574371	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	42.63
PHILLIPS WINE & SPIRITS	6578020	04/21/2023	LIQUOR S/LIQUOR/FRIGHT	609-49751-333	17.26
PHILLIPS WINE & SPIRITS	6578021	04/21/2023	LIQUOR S/WINE/FRIGHT	609-49751-333	20.30
HOME CITY ICE COMPANY	6709230397	04/18/2023	LIQUOR S/	609-49751-333	5.25
HOME CITY ICE COMPANY	6738230012	04/21/2023	LIQUOR S/ICE/FRIGHT	609-49751-333	5.25
PHILLIPS WINE & SPIRITS	695138	04/21/2023	LIQUOR S/LIQUOR/FRIGHT	609-49751-333	-1.00
WINE MERCHANTS	7422107	04/20/2023	LIQUOR S/WINE/FREIGHT	609-49751-333	4.76
WINE MERCHANTS	7423897	04/21/2023	LIQUOR S/WINE/FRIGHT	609-49751-333	13.55
KDOM RADIO	3-31-2023	04/04/2023	LIQUOR S/ADVERTISING	609-49751-340	831.30
BRENT JAMES HOGEN	23076	04/25/2023	LIQUOR S/PRINTING	609-49751-350	39.50
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	609-49751-381	791.18
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	609-49751-382	20.58
HOMETOWN SANITATION SER	0000505318	04/17/2023	LIQUOR S/REFUSE DISPOSAL	609-49751-384	183.99
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	609-49751-385	40.66
TYLER TECHNOLOGIES, INC	025-419197	04/25/2023	ANNUAL SUBSCRIPTION	609-49751-444	2,389.80
MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	609-49751-460	10.00

Activity 4 9751 - Liquor Store Total: 72,823.52

Fund 6 09 - LIQUOR STORE Total: 95,912.52

Fund: 614 - TELECOM

Activity: 49870 - Telecom

AMAZON CAPITAL SERVICES, I	1GY7-MDWJ-73GN	04/14/2023	TELECOM/UTILITY SYSTEM	614-49870-227	172.98
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POWER & TEL	7675566-00	04/14/2023	TELECOM/UTILITY SYSTEM	614-49870-227	534.28
NATIONAL CABLE TV COOP	SI61741	04/25/2023	TELECOM/UTILITY SYSTEM	614-49870-227	92.64
BLOOSTON, MORDKOFKY, DI	63641	04/12/2023	TELECOM/LEGAL FEES	614-49870-304	300.00
INTERSTATE TRS FUND	82580760064-0423	04/21/2023	514a OBLIGATION/499REVEN	614-49870-304	257.79
INTERSTATE TRS FUND	82580760064-0423	04/21/2023	514B OBLIGATION/INTERSTAT	614-49870-304	104.16
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	614-49870-321	261.99
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	POSTAGE	614-49870-322	241.84
INNOVATIVE SYSTEMS LLC	INV-09559	03/31/2023	4-01-23 - 6-30-23/ACS QUART	614-49870-326	900.00
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	614-49870-326	936.25
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	614-49870-326	1,753.54
INNOVATIVE SYSTEMS LLC	INV-09776	04/18/2023	SOFTWARE PAYMENT	614-49870-326	1,035.00
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	PROCESSING	614-49870-326	162.56
NEUSTAR, INC.	L-0000042513	04/14/2023	TELECOM/DATA PROCESSING	614-49870-326	26.00
KDOM RADIO	23030458	04/04/2023	TELECOM/ADVERTISING	614-49870-340	100.98
INNOVATIVE SYSTEMS LLC	INV-09999	04/14/2023	INSERTS	614-49870-350	1.50
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	614-49870-381	2,658.38
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	614-49870-382	20.13
HOMETOWN SANITATION SER	0000505321	04/14/2023	TELECOM/REFUSE DISPOSAL	614-49870-384	99.99
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	614-49870-385	39.31
CENTURY LINK	529691	04/24/2023	DIRECTORY LISITINGS	614-49870-441	301.18
CENTURY LINK	7242105D-D-23107	04/26/2023	CABS	614-49870-441	42.69
BIG TEN NETWORK, LLC	207308	04/14/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	1,377.10
FOX TELEVISION STATIONS, LL	207309	04/14/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	246.42
FOX TELEVISION STATIONS, LL	207310	04/14/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	3,063.60
NEXSTAR BROADCASTING GR	500951	04/14/2023	TELECOM/SUBSCRIBER FEES	614-49870-442	222.45
UNIVERSAL SERVICE ADMIN C	UBD10001358578	04/21/2023	499A CONTRIBUTION	614-49870-443	1,843.50
TYLER TECHNOLOGIES, INC	025-419197	04/25/2023	ANNUAL SUBSCRIPTION	614-49870-444	2,389.80
CONSOLIDATED CALL CENTER	22957	04/14/2023	TELECOM/SWITCH FEES	614-49870-445	228.59
1623 FARNAM LLC	00007679	04/14/2023	TELECOM/INTERNET EXPENSE	614-49870-447	200.00
ZAYO GROUP, LLC	2023040027696	04/14/2023	TELECOM/INTERNET EXPENSE	614-49870-447	1,950.00
ZAYO GROUP, LLC	202304002376	04/14/2023	TELECOM/CALL COMPLETION	614-49870-451	2,096.35
ONVOY, LLC dba INTELIGENT	313751	04/14/2023	TELECOM/CALL COMPLETION	614-49870-451	3,173.26
ONVOY, LLC dba INTELIGENT	315049	04/14/2023	TELECOM/CALL COMPLETION	614-49870-451	146.75
CENTURY LINK	APR 16, 2023	04/25/2023	SERVICES 507 831-1075 104	614-49870-451	89.44
MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	614-49870-460	351.00

Activity 49870 - Telecom Total: 27,421.45

Fund 614 - TELECOM Total: 27,421.45

Fund: 615 - ARENA

Activity: 49850 - Arena

ARAMARK	25560093158	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	2560058271	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.19
ARAMARK	2560063233	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.19
ARAMARK	2560073442	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.19
ARAMARK	2560078344	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.19
ARAMARK	2560083198	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.19
ARAMARK	2560088308	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	2560098275	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	2560103202	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	2560108140	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	2560113039	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	2560117939	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
ARAMARK	2560122784	04/26/2023	ARENA/CLEANING/SUPPLIES	615-49850-211	44.57
CULLIGAN	03-31-23 172-00152611-7	04/13/2023	ARENA/OPERATING SUPPLIES	615-49850-217	472.10
EHLERS & ASSOC., INC.	93911	04/24/2023	ARENA/ARBITRAGE/SERIES 20	615-49850-301	2,500.00
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	615-49850-321	125.48
GLOBAL PAYMENTS INC.	4100177604	04/12/2023	ARENA/DATA PROCESSING	615-49850-326	1,080.00
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	615-49850-326	433.00
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	615-49850-381	4,874.77
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	615-49850-382	140.93
HOMETOWN SANITATION SER	0000505322	04/13/2023	ARENA/REFUSE DISPOSAL	615-49850-384	169.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	615-49850-385	91.02
SMITH AUTOMOTIVE CO	03-09-23	04/13/2023	ARENA/#42225:2009 FORD F-	615-49850-405	623.89
SMITH AUTOMOTIVE CO	42225	04/26/2023	ARENA/MAINTENANCE - VEHI	615-49850-405	623.89
Activity 49850 - Arena Total:					11,712.58
Fund 615 - ARENA Total:					11,712.58

Fund: 617 - M/P CENTER

MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	617-20202	454.00
					454.00

Activity: 49860 - M/P Center

INDOFF, INC	3642121	04/14/2023	WCC/OPERATING SUPPLIES	617-49860-217	180.17
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	617-49860-321	59.20
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	617-49860-326	403.33
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	617-49860-381	1,030.75
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	617-49860-382	72.80
HOMETOWN SANITATION SER	0000505323	04/14/2023	WCC/REFUSE DISPOSAL	617-49860-384	321.96
ELECTRIC FUND	Utilities 20230331	04/11/2023	MONTHLY UTILITY	617-49860-385	149.07
MN REVENUE	MARCH 2023	04/18/2023	SALES TAX	617-49860-460	160.00
Activity 49860 - M/P Center Total:					2,377.28
Fund 617 - M/P CENTER Total:					2,831.28

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0002264	04/21/2023	Federal Tax Withholding	700-21701	10,812.10
MN Department of Revenue -	INV0002265	04/21/2023	State Withholding	700-21702	5,342.94
Internal Revenue Service-Payr	INV0002264	04/21/2023	Social Security	700-21703	13,092.94
MN Pera	INV0002262	04/21/2023	PERA	700-21704	14,740.53
MN Pera	INV0002262	04/21/2023	PERA	700-21704	8,884.01
MN Pera	INV0002262	04/21/2023	PERA	700-21704	1,064.22
MN State Deferred	INV0002263	04/21/2023	Deferred Roth	700-21705	1,652.00
MN State Deferred	INV0002263	04/21/2023	Deferred Compensation	700-21705	5,299.66
LOCAL UNION #949	APRIL 2023	04/17/2023	CITY/UNION DUES	700-21707	1,729.48
LAW ENFORCEMENT LABOR S	APRIL 2023	04/17/2023	POLICE/UNION DUES	700-21708	540.00
Internal Revenue Service-Payr	INV0002264	04/21/2023	Medicare Withholding	700-21711	3,910.94
WEX Health Inc	04-18-23	04/19/2023	FLEX SPENDING	700-21712	19.57
WEX Health Inc	04-19-2023	04/26/2023	FLEX SPENDING	700-21712	840.00
WEX Health Inc	4-13-2023	04/19/2023	FLEX SPENDING	700-21712	26.77
WEX Health Inc	4-14-2023	04/19/2023	FLEX SPENDING	700-21712	119.01
WEX Health Inc	4-17-2023	04/19/2023	FLEX SPENDING	700-21712	50.00
WEX Health Inc	4-18-2023	04/19/2023	FLEX SPENDING	700-21712	778.97
WEX Health Inc	4-19-2023	04/19/2023	FLEX SPENDING	700-21712	38.00
WEX Health Inc	4-20-2023	04/26/2023	FLEX SPENDING	700-21712	168.36
AFLAC	455597	04/25/2023	INSURANCE APRIL 2023	700-21715	263.93
AFLAC	455597	04/25/2023	INSURANCE APRIL 2023	700-21716	757.40
MN BENEFIT ASSOCIATION	2023-0199737	04/18/2023	INSURANCE	700-21717	5.84
MN BENEFIT ASSOCIATION	2023-0199737	04/18/2023	INSURANCE	700-21719	384.04
WEX Health Inc	INV0002261	04/21/2023	VEBA Employer Contribution	700-21720	9,479.29
WEX Health Inc	INV0002260	04/21/2023	HSA Employer Contribution	700-21722	4,895.93
WEX Health Inc	INV0002259	04/21/2023	HSA Employee Contribution	700-21723	823.46
					85,719.39
Fund 700 - PAYROLL Total:					85,719.39
Grand Total:					754,190.93

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	68,929.48
211 - LIBRARY	667.36
225 - AIRPORT	27.13
230 - POOL	1,248.24
235 - AMBULANCE	8,569.69
250 - EDA GENERAL	6,258.13
401 - GENERAL CAPITAL PROJECTS	474.00
601 - WATER	9,239.76
602 - SEWER	18,133.41
604 - ELECTRIC	417,046.51
609 - LIQUOR STORE	95,912.52
614 - TELECOM	27,421.45
615 - ARENA	11,712.58
617 - M/P CENTER	2,831.28
700 - PAYROLL	85,719.39
Grand Total:	754,190.93

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	108.79
100-20202	Sales Tax Payable	26,195.00
100-41110-326	Data Processing	24.16
100-41310-200	Office Supplies	148.99
100-41310-217	Other Operating Supplie	123.75
100-41310-321	Telephone	71.06
100-41310-326	Data Processing	303.43
100-41310-331	Travel Expense	177.51
100-41310-334	Meals/Lodging	17.34
100-41310-444	License Fees	3,983.00
100-41910-200	Office Supplies	5.06
100-41910-303	Engineering and Surveyi	18,647.37
100-41910-321	Telephone	57.14
100-41940-211	Cleaning Supplies	462.90
100-41940-381	Electric Utility	508.60
100-41940-382	Water Utility	60.26
100-41940-384	Refuse Disposal	108.99
100-41940-385	Sewer Utility	129.40
100-41940-406	Repairs & Maint - Groun	82.15
100-42120-200	Office Supplies	41.79
100-42120-305	Medical & Dental Fees	190.25
100-42120-321	Telephone	32.65
100-42120-323	Radio Units	326.71
100-42120-327	Interpretation Fees	47.95
100-42120-334	Meals/Lodging	10.00
100-42120-350	Printing & Design	863.35
100-42120-405	Repairs & Maint - Vehicl	118.41
100-42120-480	Other Miscellaneous	39.99
100-42220-211	Cleaning Supplies	43.14
100-42220-308	Training & Registrations	680.00
100-42220-321	Telephone	42.35
100-42220-381	Electric Utility	362.13
100-42220-382	Water Utility	18.33
100-42220-384	Refuse Disposal	52.19
100-42220-385	Sewer Utility	39.80
100-42220-405	Repairs & Maint - Vehicl	7,683.56
100-42500-381	Electric Utility	32.50
100-42700-300	Charges for Services	101.50

Account Summary

Account Number	Account Name	Payment Amount
100-43100-217	Other Operating Supplie	70.00
100-43100-218	Uniforms	128.20
100-43100-224	Street Maint Materials	1,042.80
100-43100-321	Telephone	45.82
100-43100-381	Electric Utility	1,953.15
100-43100-382	Water Utility	19.57
100-43100-384	Refuse Disposal	108.99
100-43100-385	Sewer Utility	41.48
100-43100-404	Repairs & Maint - M&E	130.50
100-45120-217	Other Operating Supplie	1,550.00
100-45120-326	Data Processing	1,080.00
100-45202-326	Data Processing	266.67
100-45202-381	Electric Utility	439.85
100-45202-384	Refuse Disposal	110.95
211-45501-321	Telephone	162.24
211-45501-326	Data Processing	70.00
211-45501-331	Travel Expense	124.45
211-45501-381	Electric Utility	214.49
211-45501-382	Water Utility	20.96
211-45501-385	Sewer Utility	45.92
211-45501-402	Repairs & Maint - Struct	29.30
225-45127-321	Telephone	27.13
230-45124-217	Other Operating Supplie	133.33
230-45124-326	Data Processing	1,080.00
230-45124-381	Electric Utility	34.91
235-42153-217	Other Operating Supplie	43.13
235-42153-261	Other Merchandise-Med	1,543.25
235-42153-308	Training & Registrations	1,169.00
235-42153-312	Nursing	2,852.34
235-42153-321	Telephone	28.23
235-42153-334	Meals/Lodging	364.24
235-42153-381	Electric Utility	241.42
235-42153-382	Water Utility	12.22
235-42153-384	Refuse Disposal	34.80
235-42153-385	Sewer Utility	26.54
235-42153-404	Repairs & Maint - M&E	1,089.00
235-42153-405	Repairs & Maint - Vehicl	1,165.52
250-46520-200	Office Supplies	5.07
250-46520-301	Auditing & Consulting Se	662.50
250-46520-321	Telephone	57.14
250-46520-381	Electric Utility	51.39
250-46520-439	Special Projects	5,482.03
401-49950-503	Capital Outlay - Streets	474.00
601-49400-321	Telephone	50.54
601-49400-322	Postage	241.84
601-49400-326	Data Processing	1,626.84
601-49400-350	Printing & Design	1.50
601-49400-381	Electric Utility	4,813.35
601-49400-382	Water Utility	18.66
601-49400-385	Sewer Utility	38.55
601-49400-386	Landfill	58.68
601-49400-444	License Fees	2,389.80
602-49450-217	Other Operating Supplie	420.60
602-49450-310	Lab Testing	1,293.78
602-49450-321	Telephone	175.36
602-49450-322	Postage	241.83
602-49450-326	Data Processing	1,626.83
602-49450-350	Printing & Design	1.50

Account Summary

Account Number	Account Name	Payment Amount
602-49450-361	Insurance - General Liabi	1,000.00
602-49450-381	Electric Utility	10,745.83
602-49450-382	Water Utility	123.90
602-49450-384	Refuse Disposal	113.98
602-49450-444	License Fees	2,389.80
604-14200	Inventory	5,082.90
604-16200	Buildings	320.00
604-16300	Improvements Other Th	685.43
604-22000	Prepayments	1,500.00
604-49550-217	Other Operating Supplie	51.98
604-49550-263	Merchandise for Resale -	376,863.05
604-49550-308	Training & Registrations	720.00
604-49550-321	Telephone	77.96
604-49550-322	Postage	241.84
604-49550-326	Data Processing	3,140.49
604-49550-350	Printing & Design	1.50
604-49550-381	Electric Utility	134.92
604-49550-382	Water Utility	22.01
604-49550-384	Refuse Disposal	111.98
604-49550-385	Sewer Utility	44.93
604-49550-408	Repairs & Maint - Distrib	2,366.12
604-49550-409	Repairs & Maint - Utilitie	20.28
604-49550-410	Repairs & Maint - Gener	12,329.32
604-49550-444	License Fees	2,389.80
604-49550-450	Conservation	10,614.00
604-49550-460	Miscellaneous Taxes	328.00
609-16200	Buildings	6,300.00
609-20202	Sales Tax Payable	16,789.00
609-49751-200	Office Supplies	148.99
609-49751-211	Cleaning Supplies	51.45
609-49751-217	Other Operating Supplie	28.56
609-49751-251	Liquor	23,321.36
609-49751-252	Beer	32,854.95
609-49751-253	Wine	9,411.44
609-49751-254	Soft Drinks & Mix	643.11
609-49751-257	Ice	314.24
609-49751-259	Non- Alcoholic	127.45
609-49751-321	Telephone	131.10
609-49751-326	Data Processing	861.14
609-49751-333	Freight and Express	622.72
609-49751-340	Advertising & Promotion	831.30
609-49751-350	Printing & Design	39.50
609-49751-381	Electric Utility	791.18
609-49751-382	Water Utility	20.58
609-49751-384	Refuse Disposal	183.99
609-49751-385	Sewer Utility	40.66
609-49751-444	License Fees	2,389.80
609-49751-460	Miscellaneous Taxes	10.00
614-49870-227	Utility System Maint Sup	799.90
614-49870-304	Legal Fees	661.95
614-49870-321	Telephone	261.99
614-49870-322	Postage	241.84
614-49870-326	Data Processing	4,813.35
614-49870-340	Advertising & Promotion	100.98
614-49870-350	Printing & Design	1.50
614-49870-381	Electric Utility	2,658.38
614-49870-382	Water Utility	20.13
614-49870-384	Refuse Disposal	99.99

Account Summary

Account Number	Account Name	Payment Amount
614-49870-385	Sewer Utility	39.31
614-49870-441	Transmission Fees	343.87
614-49870-442	Subscriber Fees	4,909.57
614-49870-443	Intergovernmental Fees	1,843.50
614-49870-444	License Fees	2,389.80
614-49870-445	Switch Fees	228.59
614-49870-447	Internet Expense	2,150.00
614-49870-451	Call Completion	5,505.80
614-49870-460	Miscellaneous Taxes	351.00
615-49850-211	Cleaning Supplies	577.51
615-49850-217	Other Operating Supplie	472.10
615-49850-301	Auditing & Consulting Se	2,500.00
615-49850-321	Telephone	125.48
615-49850-326	Data Processing	1,513.00
615-49850-381	Electric Utility	4,874.77
615-49850-382	Water Utility	140.93
615-49850-384	Refuse Disposal	169.99
615-49850-385	Sewer Utility	91.02
615-49850-405	Repairs & Maint - Vehicl	1,247.78
617-20202	Sales Tax Payable	454.00
617-49860-217	Other Operating Supplie	180.17
617-49860-321	Telephone	59.20
617-49860-326	Data Processing	403.33
617-49860-381	Electric Utility	1,030.75
617-49860-382	Water Utility	72.80
617-49860-384	Refuse Disposal	321.96
617-49860-385	Sewer Utility	149.07
617-49860-460	Miscellaneous Taxes	160.00
700-21701	Federal Withholding	10,812.10
700-21702	State Withholding	5,342.94
700-21703	FICA Tax Withholding	13,092.94
700-21704	PERA Contributions	24,688.76
700-21705	Retirement	6,951.66
700-21707	Union Dues	1,729.48
700-21708	PD Union Dues	540.00
700-21711	Medicare Tax Withholdi	3,910.94
700-21712	Flex Account	2,040.68
700-21715	Individual Insurance-Afla	263.93
700-21716	Individual Insurance-Afla	757.40
700-21717	Individual Insurance-MB	5.84
700-21719	Individual Insurance-MB	384.04
700-21720	VEBA Contributions	9,479.29
700-21722	HSA Contribution	4,895.93
700-21723	HSA Employee Contribu	823.46
Grand Total:		<u>754,190.93</u>

Project Account Summary

Project Account Key
 None

Grand Total:

Payment Amount
 754,190.93
754,190.93

✓ CAW
 4/28/23

RESOLUTION #2023-

INTRODUCED:

SECONDED:

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

2023 NATIONAL HOSPITAL WEEK PROCLAMATION

WHEREAS, National Hospital Week is May 7-13, 2023, “We Are Health Care” #MyHospital stands with the more than 5,000 other U.S. hospitals in providing quality patient care to all Americans #HospitalWeek; and

WHEREAS, individuals all across the country will be celebrating this event; and

WHEREAS, our hospital and health care workers represent care, community, and comfort; and

WHEREAS, the hard working people who compose our hospitals deserve universal regard and appreciation for keeping our community healthy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that in recognition of this event, the City Council does hereby proclaim the week of May 7-13, 2023, as

NATIONAL HOSPITAL WEEK.

The Mayor and City Council encourage the community members to express their appreciation with a sincere “Thank You” to all the dedicated people who provide the skill, facilities and technologies that make trustworthy, reliable, quality patient health care possible in our community.

Adopted by the Council this 2nd day of May, 2023.

Attest: _____
Steven Nasby, City Administrator

Dominic Jones, Mayor

RESOLUTION #2023-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

CITY OF WINDOM PROCLAMATION RECOGNIZING LAW ENFORCEMENT OFFICERS

WHEREAS, in 1962, President John F. Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the full-time uniformed law enforcement officers serving in Windom, Minnesota; and

WHEREAS, members of law enforcement deserve the appreciation and respect of the people of Windom, Minnesota for the merit, dignity, bravery, and reliability they exhibit each and every day. We must also honor the sacrifices made by families of police officers, as each day they must face constant fear as their loved ones work to protect us; and

WHEREAS, the names of these dedicated public servants who made the ultimate sacrifice are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, Minnesota's fallen officers will never be forgotten, nor will their service to their respective communities. By choosing to commit themselves to law enforcement, these brave individuals answered the call for service and willingly put their lives in jeopardy. We commend them for recognizing service as a noble career, and protecting the public safety; and also recognize all of those who are serving without incident to date; and

WHEREAS, the City of Windom and all Minnesota citizens have turned to members of law enforcement for assistance and support in times of distress, whether they are coping with a personal crisis, or struggling through civil disorder or a natural disaster. Our communities rely on these courageous individuals when it is difficult to stand on our own, and we are indebted to the unwavering public service of our local and state police. We are indeed fortunate and grateful for the contributions of law enforcement officers to the people of this community and state.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council in recognition of this event publicly salutes the service of law enforcement officers in our community as well as those of our state and nation and honors officers who place their lives on the line for the safety and security of their communities.

The Mayor and City Council encourage the community to recognize all our dedicated law enforcement officers with a sincere "Thank You".

Adopted by the Council this 2nd day of May, 2023.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2023-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

City of Windom 2023 EMS Week Proclamation

WHEREAS, emergency medical services are vital public services; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, 7 days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system has grown to fill a gap by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out-of-hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council in recognition of this event with the theme, *Where Emergency Care Begins*, does hereby proclaim the week of May 21-27 2023, as

EMERGENCY MEDICAL SERVICES WEEK.

The Mayor and City Council encourage the community to observe this week with a sincere "Thank You" to all our dedicated Emergency Medical Services members.

Adopted by the Council this 2nd day of May, 2023.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

**WINDOM AREA HEALTH
INCOME STATEMENT
FY 2024 BUDGET**

	4/30/2021	4/30/2022	Projected 4/30/2023	2024 Budget
REVENUES				
Total Patient Revenue	40,228,130	46,079,710	49,311,950	55,000,000
Deductions From Revenue	(18,157,844)	(19,758,195)	(23,369,160)	(27,625,000)
Other Income	361,574	273,701	238,130	325,000
Net Revenue from Operations	22,431,860	26,595,216	26,180,920	27,700,000
EXPENSES				
Employee Salaries	7,811,479	8,525,710	8,708,205	9,850,000
Employee Salaries	2,325,216	2,139,657	2,660,809	2,950,000
Pharmaceuticals	807,325	1,085,518	1,020,267	1,200,000
Supplies	1,641,862	1,725,422	1,626,553	2,200,000
Rents/Utilities	294,712	339,431	370,118	400,000
Purchased Services	4,440,544	4,812,091	6,503,804	7,225,000
Other Direct Expenses	1,335,770	1,375,932	1,298,818	1,500,000
Provision for Bad Debt	528,152	524,617	815,840	575,000
Depreciation	1,427,969	1,448,321	1,603,959	1,650,000
Interest Expense	170,884	161,395	152,047	150,000
Total Expense	20,783,913	22,138,094	24,760,420	27,700,000
Net Income from Operations	1,647,947	4,457,122	1,420,500	-
Non-Operating Income	1,217,338	3,396,955	181,325	750,000
Net Income (Loss)	2,865,285	7,854,077	1,601,825	750,000

Agreement for Professional Services

This Agreement is effective as of May 2, 2023, between City of Windom (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Short Form Environmental Assessment: Crosswind Runway 12/30**

Client's Authorized Representative: Steve Nasby
Address: 444 9th Street, Windom, Minnesota, 56101, United States
Telephone: 507-831-6129 **email:** Steve.Nasby@windommn.com

Project Manager: Jacque Zirbes
Address: 3535 Vadnais Center Drive, St. Paul, Minnesota 55110
Telephone: 303-949-2323 **email:** jzirbes@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

See Attachment A for Scope of Services included in this agreement.

Payment: The lump sum fee is **\$72,600** including expenses and equipment, further described in Attachment B.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Windom

By: 
Full Name: Shawn McMahon
Title: Principal

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Windom (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 2, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Attachment A
Scope of Work
Short Form Environmental Assessment
Windom Municipal Airport (MWM)
Windom, Minnesota
April 21st, 2023

General – Runway 17/35 at the Windom Municipal Airport (MWM) currently provides 85.23% wind coverage at 10.5 knots and 91.12% at 13 knots (all weather). This is less than the FAA recommended 95% wind coverage per AC 150/5300-13B, *Airport Design*. The City of Windom desires to meet the FAA's minimum recommended wind coverage of 95% for the category of aircraft utilizing the Airport, which will improve usability and safety of the airfield infrastructure.

Additionally, the Airport's existing AWOS does not meet the siting criteria as defined in FAA Order 6560.20B, *Siting Criteria for Automated Weather Observing Systems (AWOS)*, as there are obstructions (hangars) within the 500-foot Critical Area. The City of Windom desires to clear obstructions from the 500-foot Critical Area to meet FAA AWOS siting criteria.

The City of Windom is planning to complete a Short Form Environmental Assessment (EA) to study alternatives to address the wind coverage needs and obstructions to the AWOS Critical Area. The Short Form EA will study alternatives and the environmental impacts (both positive and negative). Alternatives include construction of a crosswind runway and relocating the AWOS. The alternatives developed as part of the Master Plan process will be the framework for the analysis. The preliminary alternatives can be found in Chapter 5 of the 2020 Master Plan. These alternatives will be considered, and additional alternatives developed if needed, to meet the proposed action. Based on current information, it is anticipated that the Short Form EA will result in a Finding of No Significant Impact (FONSI).

The various project elements anticipated as part of the proposed action include:

1. Address wind coverage needs
2. Address AWOS siting criteria and obstructions to Critical Area
3. Property acquisition

Project Deliverables – The project deliverables of this scope include the following:

1. Short Form Environmental Assessment
2. Wetland Delineation Report
3. Cultural Resources Survey Report
4. Federal closeout report

This work scope includes:

Study Element 1: Project Initiation, Meetings, Coordination and Administration

Task 1.1 – Project Scoping and Contract Development - Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Windom, the Federal Aviation Administration (FAA) and MnDOT Aeronautics to develop the appropriate work scope, define tasks, lines of communication and establish project goals and objectives. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees.

Task 1.2 – Meetings & Coordination – SEH will maintain continuous contact with the City of Windom (sponsor), MnDOT, and FAA through e-mail, regular mail, phone, working papers and deliverables. The sponsor, MnDOT, and FAA will have the opportunity to

review and comment on the project deliverables. These subtasks include time to prepare, coordinate, meet, and build consensus. *No public hearings are included in this scope of work (see Task 3.2).* The following meetings are included.

Task 1.2.1 – Planning Team Meetings – This task includes meetings by the SEH team to discuss project elements, schedule, issues, and provide coordination between team members. Up to five (5) meetings anticipated.

Task 1.2.2 – Agency Meetings – This task includes virtual meetings by the SEH planning team, MnDOT Aeronautics, FAA, airport staff, and other individuals and agencies as needed, to discuss the status of the Environmental Assessment, receive feedback and any other related items. Up to two (2) document review work sessions are anticipated. Meeting topics will include reviews of the Short Form EA. The may cover the following topics or decision points:

1. Purpose and Need, Alternatives, and Review of Owners and Encumbrance findings; Affected Environment & Environmental Consequences, Cumulative Effects and Final Draft EA
2. Draft Short Form EA Comment responses and FONSI attachments.

These meetings will be accomplished either in person (at the FAA ADO or MnDOT), virtually, or via conference call. The FAA and MnDOT may also be invited to other meetings included in **Task 1.2.1**.

Task 1.2.3 – City Meetings – This task includes in-person attendance at City Council meetings to provide project update presentations to the Council. Up to two (2) meetings are anticipated. The various meetings may cover a mix of the following topics:

1. Project kick-off and EA process, Purpose and Need and, Alternatives, Affected Environment & Environmental Consequences, Cumulative Effects, Final Draft Short Form EA, and EA publication process.
2. Short Form EA Comment responses and FONSI

Task 1.3 – Project Administration – SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties will include preparation of a budget and schedule, holding internal project meetings to monitor progress and budget, and preparing monthly invoices. SEH will prepare and submit FAA Quarterly Reports. The monthly status reports will be shared with the FAA Environmental Protection Specialist (EPS) so that progress can be tracked on the infrastructure permitting dashboard, as needed.

Task 1.4 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this Scope of Work.

Deliverable: Project scope, agreement, and meetings.

Study Element 2: Future Parcel Title Work Review

The following identifies the proposed work to assist in the completion of the future Fee Acquisitions for the crosswind runway and relocated AWOS.

Task 2.1 – Initial Owners and Encumbrance Information, and Title Opinions – The City Attorney or his/her designee will obtain Owners and Encumbrance information and prepare an initial Attorney's Title Opinion on P.I.D.s 08.012.0300, 08.012.0400, 08.012.0100. See **Figure 1**. Research for the Attorney's Title Opinion will conform with the MN Marketable Title Act (MMTA). The City Attorney will provide to SEH land record documents for all impacted parcels related to the proposed fee acquisition.

Task 2.2 - Parcel Analysis – To the extent that the land records allow, SEH will map the current parcels of record and any encumbrances upon those parcels which are disclosed in the Title Opinion. SEH will work with the City Attorney to analyze and, if necessary, provide recommended solutions in coordination with the FAA for any encumbrances which are not compatible with the intended airport use as described in Appendix D of Advisory Circular 150/5100-17 Change 17, *Land Acquisition and Relocation Assistance for AIP Assisted Projects*. The initial Title Opinions and proposed actions to obtain clear title will be provided to the FAA for review *prior* to preparing the environmental documentation.

Deliverables: Three Initial Attorney's Title Opinions, Land Records, Maps of Parcels and Encumbrances, Identification of Potential Solution to Title Discrepancies

Study Element 3: Short Form Environmental Assessment (EA) – The National Environmental Policy Act of 1969 (NEPA) process and preparation of the Short Form EA is defined by the Council on Environmental Quality (CEQ) regulations for implementing the provisions of NEPA, 40 Code of Federal Regulations (CFR) parts 1500-1508; Department of Transportation Order DOT 5610.1C, Procedures for Considering Environmental Impacts; and other related statutes and directives. FAA developed Order 1050.1F and Order 5050.4B to define FAA policy and procedures to ensure agency compliance with those requirements. The Short Form EA will be prepared according to those requirements, using planning documentation to support the evaluation.

The following identifies the proposed work program for completion of the Short Form EA:

Task 3.1 – Draft Short Form EA - The Draft Short Form EA will address the following:

- **Purpose and Need** – Description of the project purpose and need.
- **Proposed Action and Alternatives** – The project alternatives to meet the project purpose and need (2 anticipated, excluding no action) and all associated elements will be described, including easement acquisition, obstruction removal, and ground disturbance associated with the project and connected actions. A no action alternative will be included and carried forward throughout the EA. This section will include explanation as to why dismissed alternatives (if any) were eliminated from further study, along with appropriate charts, graphs, and figures to aid in understanding the alternatives.
- **Affected Environment and Environmental Consequences** – The environment on and around the airport will be described and used as the basis to describe the effects of the Proposed Action and No Action alternatives. The section will include exhibits to describe the existing conditions of affected areas, existing and planned land uses, assumptions used to determine the secondary impacts, and other interrelated facility and procedural actions.

The purpose of the environmental consequences section is to examine each of the potential environmental impact categories as defined by FAA Order 1050.1F, Environmental Impacts: Policies and Procedures to determine the potential environmental consequences to environmental resources resulting from the range of feasible alternatives.

- **Air Quality:** MWM is not located in a non-attainment area for any NAAQS criteria pollutant and the proposed project is not expected to adversely affect air quality or result in non-compliance with the Minnesota State Implementation Plan. Therefore, the EA will include an assessment of general conformity requirements under the Clean Air Act. The EA will include description of any measures to be incorporated in the action to minimize adverse air quality effects, including control of air pollution during construction. No air quality modeling or monitoring included in this Scope of Work.

- **Biological Resources (including fish, wildlife, and plants):** The Short Form EA will describe the fish and wildlife habitat, flora and fauna, and presence or habitat suitable for listed or proposed endangered or threatened species in the project area. The Short Form EA will include a description of the significance of impacts on biotic communities and water resources. Consultation with appropriate local, state and federal agencies will be made for the purpose of determining possible impacts to wildlife resources (flora and fauna), including the U.S. Fish and Wildlife Service, and the Minnesota Department of Natural Resources. The results of this evaluation and consultation will be reported in the EA. *A botanical survey, wildlife resource survey, or wildlife hazard assessment are not included in this Scope of Work.*
- **Climate:** The Short Form EA will discuss potential climate impacts, including a discussion of greenhouse gases (GHG). It is anticipated that GHG emissions will not change, which will require a factual basis to support this assessment. A discussion of GHG emissions during construction will also be included.
- **Coastal Resources:** The project area is beyond the 20 coastal counties designated by the Division of Coastal Management (NCDQM) and beyond the coastal barriers resource system or otherwise protected areas. The Short Form EA will describe that no impacts to the Coastal Zone Management Program or to Coastal Barriers are anticipated.
- **Department of Transportation Act, Section 4(f):** The Short Form EA will provide verification that the proposed action will not require the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance as determined by the officials having jurisdiction thereof. *Therefore, no Section 4(f) analysis is included in this scope of work.*
- **Farmland:** Applicability of the Farmland Protection Policy Act will be reviewed and reported in the Short Form EA. The most current County Soil Survey will be reviewed for incidence of prime, unique, and statewide important farmland in the project area. Coordination with and response from the U.S. Department of Agriculture, Soil Conservation Service will be included in the Short Form EA, as needed. An AD-1006 Farmland Conversion Impact Rating form will be completed as a part of this project. Soil boundaries will be shown on a figure.
- **Hazardous Materials, Pollution Prevention, and Solid Waste:** A Phase I Environmental Site Assessment (ESA) will be conducted on any property which needs to be acquired for alternatives carried forward for consideration. This ESA will document any recognized environmental conditions (RECs) on property being considered for acquisition. Any other known or previously documented environmental conditions will also be described. The Short Form EA will describe the potential for the Proposed Action to disturb or otherwise impact or be affected by any known or found contamination. An ESA on up to four (4) parcels is included. SEH will perform the Phase I ESA tasks in accordance with ASTM Standard Method E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. HIG Historical will provide product historical information for the Phase I ESA. ***No Phase II Assessment or contaminant testing is included in this scope of work.***

Airport actions which relate only to airfield development (runways taxiways, and related items) will not normally include any direct relationship to solid waste collection, control, or disposal other than that associated with the construction itself. The Short Form EA will conduct a preliminary review to indicate if the projected quantity or type of waste generated or method of collection or disposal will be appreciably different than would be the case without the proposed actions.

- **Historical, Architectural, Archeological and Cultural Resources:** There are no known historical, architectural, archeological, or cultural resources on or near the airport. SEH will work with the FAA to determine an Area of Potential Effect (APE) for the proposed action and considered alternatives.

Because of the assumed age (less than 50 years) and nature of the structures located on and near the anticipated site alternatives, it is assumed that they are not historically significant; and therefore, no architectural history surveys are included in this scope of work.

This task will be completed by the subconsultant (SWCA Environmental Consultants). A literature assessment and an archeological assessment will be prepared to identify known archeological resources within the APE that may be potentially impacted. A Phase I Archeological Survey will be completed within the APE. This task includes archaeological survey and reporting in accordance with the State Archaeologist's *Guide for Archaeological Projects in Minnesota* (2011) and the SHPO *Manual for Archaeological Projects in Minnesota* (2005). The results of the Survey will be submitted to FAA for the appropriate coordination with the Minnesota State Historic Preservation Office (SHPO). SEH will share a survey APE map with the FAA EPS who will coordinate with THPO(s) to gauge interest in participation with cultural resource survey work. If a THPO is interested, FAA will relay information to SEH and the project archaeologist will coordinate with the THPO's Traditional Cultural Specialist (TCS) to schedule survey work. It is expected that any needed tribal consultation or coordination will be conducted by the FAA. Any consultation or coordination will be summarized in the EA.

The Short Form EA will document any historical, architectural, archeological, and cultural resources located on and near the airport. The Short Form EA will also document FAA coordination with the SHPO and any tribal nations.

- **Land Use:** The Compatible Land Use section will review all the relevant zoning and land use plans for conflicts with the proposed action, and will also review the potential for conflict with planned land use districts. An exhibit of land uses and/or zoning districts will be included. Land use impacts resulting from other impacts exceeding the thresholds of significance which have land use ramifications (for example, disruption of communities, relocation, induced socioeconomic impacts, wetlands, floodplains, critical habitat or endangered or threatened species) will be analyzed in this context and described accordingly under the appropriate impact category with any necessary cross-references to the Compatible Land Use section to avoid duplication.
- **Natural Resources and Energy Supply:** Energy supply and natural resource demands will be reviewed for stationary facilities (e.g., airfield lighting and navigational aids). Use of natural resources other than fuel needs will only be examined in this category if the action involves a need for unusual materials or those in short supply, which is not anticipated. Results of the determination will be reported in the Short Form EA.
- **Noise:** FAA guidelines state that no noise analysis is necessary for proposals involving Design Group I and II airplanes in Approach Categories A through D operating at airports whose forecast operations do not exceed 90,000 propeller operations or 700 jet operations. Although the annual jet operations exceed 700, the alternatives considered in the EA are anticipated to decrease the total annual jet and propeller operations for the year of implementation due to construction impacts. The alternatives are anticipated to cause a temporary decrease in noise due to fewer aircraft operations during construction. However, the alternatives are not anticipated to have any impact to aircraft operations, flight tracks or noise impacts after

construction is complete. The noise impacts from each alternative will be discussed qualitatively. *No noise analysis is included in this scope of work.*

- **Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks:**

- a. Socioeconomic Impacts: Principal social impacts to be considered are those associated with relocation or other community disruption which may be caused by the proposal. The EA will also consider the degree of controversy generated by the project on environmental grounds, as much as can be determined from agency communication, published articles, and correspondence received from the Airport Sponsor or on its behalf. The Short Form EA will also describe the socioeconomic benefits of the airport.

It is anticipated that the Short Form EA will describe the proposed purchase of residential parcels as part of one alternative and the need to relocate those residences under the requirements of the Uniform Act.

- b. Environmental Justice: The impact of the proposed actions on environmental justice claims will be reviewed for "disproportionately high and adverse" effects on minority and low-income populations. The evaluation, as appropriate, will be made using 2010 US Census bureau data information.

- c. Children's Health and Safety: The Short Form EA will identify and assess environmental health risks and safety risks that could disproportionately affect children.

- **Visual Effects Including Light Emissions:** The Short Form EA will consider the extent to which any lighting or visual effects associated with the proposed actions will create an annoyance among people in the vicinity of the installation. If the potential for annoyance exists, the report will include a description of the light locations, light systems, pertinent characteristics of the systems (including purpose, method of installation, beam angle, intensity, color, etc.), and mitigation to lessen any annoyance, such as shielding or angular adjustments.

- **Water Resources:**

- a. Floodplains: The study area and proposed actions will be reviewed to provide an assessment of any direct and indirect impacts due to floodplains. The examination of applicable Flood Hazard Boundary Maps prepared by the Federal Emergency Management Agency and consultation with the Army Corps of Engineers and Minnesota Department of Natural Resources will be conducted to determine identify potential floodplain impacts. The location of the 100-year floodplain relative to the proposed action will be determined and reported, including determining whether impacts are of concern to a base floodplain even if the proposed action is outside the floodplain. The floodplain analysis will be based on conceptual design, including the effects of increased runoff from impermeable surfaces, alteration of hydrologic patterns, induced secondary impacts, and construction impacts.

- b. Water Quality: The Short Form EA will describe surface water resources in the project vicinity, and include sufficient description of planning design, mitigation measures and construction controls applicable to the proposed action to demonstrate that state water quality standards and federal, state and local permit requirements will be met. The EA will reflect the results of consultation with regulating and permitting agencies and with agencies that must review permit applications, such as the Minnesota Pollution Control Agency, the U.S. Army Corps of Engineers, and Koochiching County. Such factors as storm and sanitary sewer design, requirements for additional water supplies or waste treatment capacity, erosion controls to prevent siltation, provisions for containing fuel spills and waste water from aircraft washing, designs to preserve existing drainage or to minimize dredge and fill, and location with regard to an aquifer or sensitive ecological area such as wetlands and streams will be considered to the extent applicable to the

individual proposed action. The EA document will include recommendations for mitigation by avoidance and minimization of adverse impacts to water quality matters via conceptual design, construction, and land management practices. The preparation of project design or preliminary engineering for water quality treatment and management is not included within this scope.

c. Wetlands: The potential impacts to wetlands and streams will be assessed using wetland delineation performed by SEH as part of this project. This task includes preparation of a wetland delineation report. Procedures for mapping wetlands will follow the 1987 U.S. Army Corps of Engineers *Wetlands Delineation Manual* and the methods set forth in the applicable *Regional Supplement*. Results of coordination with officials having jurisdiction (Army Corps of Engineers – Section 404 permits and Minnesota Wetland Conservation Act) will be reported in the EA. SEH will copy the FAA EPS on submittals and correspondence with the wetland regulatory authorities. In addition, current information about state sensitive and/or federally proposed or listed species will be examined to determine the potential impacts to wildlife based on proposed impacts to wetlands and streams. Preparation of wetland permit applications are not included in this Scope of Work.

d. Wild and Scenic Rivers: The location of designated Wild and Scenic Rivers will be reviewed and identified. No impacts to Wild and Scenic Rivers are anticipated.

- **Cumulative Effects** – Cumulative effects are impacts “on the environment which result from the incremental impact of the action when added to other past, present and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions (40 CFR § 1508.7).” Council on Environmental Quality (CEQ) regulations require assessment of cumulative effects when an EA is prepared and when the proposed action under review would have a direct and/or indirect effect on a specific natural, historic, or cultural resource or population. The level of analysis and scope of cumulative effect assessment are typically commensurate with the potential impacts, resources affected, project scale, and other factors. If no direct and/or indirect effect to a specific resource is suspected, there is no need to consider cumulative effects to that resource.

The Short Form EA will describe the potential future actions anticipated within the 20-year planning period as evaluated in the Airport Master Plan (AMP) along with the potential for impacts to known resources.

- **Short Form EA Report** - The “draft” Short Form EA containing all previously described work tasks will be assembled, including a cover sheet and appropriate appendices. The report will be substantially complete, including text and graphics, as necessary for agency review.

Prior to publication, review will be completed with the FAA ADO, other FAA lines of business, and FAA legal sufficiency review. SEH will respond to FAA comments and provide a revised Short Form EA for approval prior to publication. Upon FAA approval, SEH will prepare, publish, and distribute the Short Form EA for publication. The Short Form EA reports will contain all necessary materials (text, figure, exhibits, drawings, coordination letters, appendices), and will be printed double-sided in black and white. Color figures will be used when needed to fully illustrate impacts.

The Short Form EA will be published and circulated for public and agency comment for a 30-day comment period. Public review copies will be made available online, as well as at Windom City Hall, the Airport Arrival/Departure (A/D) Building, and the Windom Public Library. SEH will prepare a notice of availability of the Short Form EA. SEH will publish the notice in the official newspaper of the City and any other desired locations. SEH will provide public review copies to appropriate locations.

Task 3.2 – Opportunity for Public Meeting - The opportunity for a public meeting will be offered in accordance with 49 USC 47106(c)(1)(A)(i). SEH will prepare a “Notice of

Opportunity for a Public Meeting." The notice will include a statement of the sponsor's intent to undertake the proposed action, a concise description of the proposed action, a concise statement that the meeting's purpose is to address the proposed actions, potential economic, social, and environmental and the project's consistency with the goals and objectives of each affected area's land use or planning strategy, and the locations and times where the Short Form EA will be available for public review. SEH, with the City of Windom's support, will be responsible to arrange for the publication of the notice to appear in an area-wide or local newspaper having general circulation.

A public meeting will be held only if requested during the time of the notice.

Task 3.3 - FONSI Publication - If needed, SEH will prepare an errata document for publication with the FONSI to note any changes to the Short Form EA. SEH will provide public involvement summary information to the FAA for inclusion in the FONSI. Public review copies of the FONSI will be made available at the same locations as the Short Form EA. A notice of availability of the FONSI will be prepared by SEH. SEH will be responsible for publishing the notice in the official newspaper and any other desired locations. SEH will provide public review copies to appropriate locations.

Deliverables: Short Form Environmental Assessment, Notice of Opportunity for a Public Meeting, Errata document, FONSI

Study Element 4: Closeout Report

A grant closeout report will be completed as part of this scope of work.

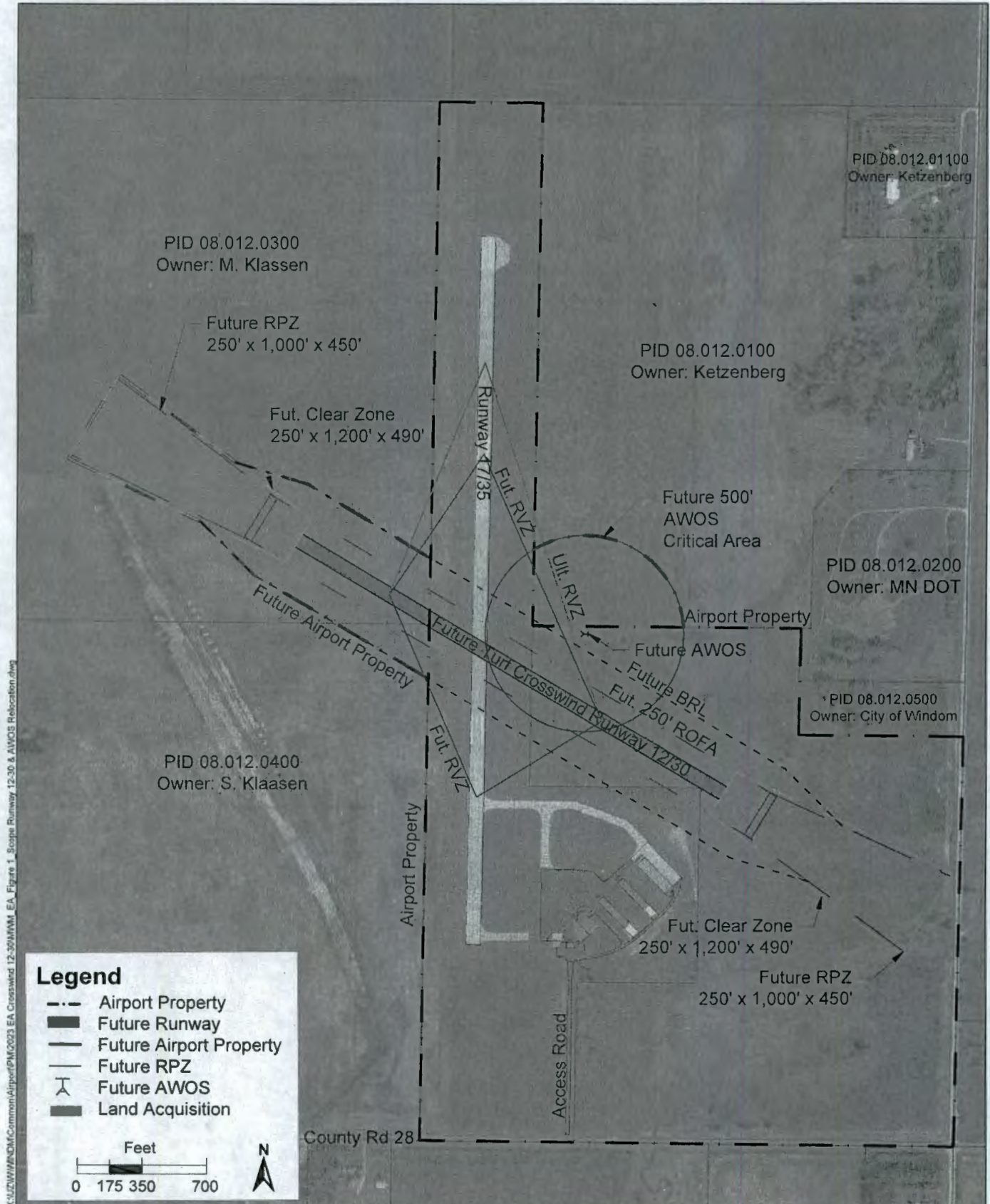


2023 Environmental Assessment Scope

Figure 1

Windom Municipal Airport
Windom, Minnesota

Crosswind Runway 12/30 & AWOS Relocation Projects
04/2023; WINDM



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Attachment B
Estimated Fee and Expenses
Short Form Environmental Assessment
Windom Municipal Airport (MWM)
Windom, Minnesota

Task No.	Task Description	Project Manager	Senior Scientist	Scientist	Land Surveyor	Project Engineer	Senior Engineer	Admin Technician
<i>Study Element 1: Project Initiation, Coordination and Administration</i>								
1.1	Project Scoping and Contract Development	8	8					2
1.2	Meetings & Coordination	8	8				2	
1.2.1	Planning Team Meetings (10 Internal)	4	10	10	2	4	4	
1.2.2	Agency Meetings (2 virtual)	4	4	4			4	
1.2.3	City Meetings (2 In-person)	4	24	4				
1.3	Project Administration	8	8					
1.4	Quality Assurance and Control	4	12					
<i>Study Element 2: Initial Owners and Encumbrance Information, and Title Opinions</i>								
2.1	Initial O&E Information, & Title Opinions	2			4			
2.2	Parcel Analysis (3 PID Parcels)	8			18			
<i>Study Element 3: Short Form Environmental Assessment (EA)</i>								
3.1	Draft Short Form EA	40	44	124				
3.2	Opportunity for Public Meeting	8	18					
3.3	FONSI Publication	1	4					
<i>Closeout Report</i>								
4.0	Grant Closeout Report	4						8
Total hours per labor category		103	140	142	24	4	10	10

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	103	\$54.76	\$5,640.24
Senior Scientist	140	\$48.55	\$6,796.72
Scientist	142	\$37.00	\$5,254.65
Land Surveyor	24	\$47.40	\$1,137.68
Project Engineer	4	\$42.15	\$168.58
Senior Engineer	10	\$77.88	\$778.78
Admin Technician	10	\$34.40	\$343.97
Total Direct Labor Costs:	433		\$20,120.62
General and Administrative Overhead (172%)			\$34,607.47
Total Labor Costs			\$54,728.09
Fee (15%)			\$ 8,209.21

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Phase I Archeological Survey (SWCA)	1	\$5,345.00	\$5,345.00
Phase I Environmental Site Assessment (HIG)	1	\$350.00	\$350.00
FONSI Publication Fee	1	\$100.00	\$100.00
Mileage	1,250	\$0.65	\$812.50
Travel Expenses	3	\$160.00	\$480.00
Survey Truck	5	\$4.90	\$24.50
Equipment Usage	433	\$5.80	\$2,511.40
Total Expenses			\$9,623.40

SUMMARY:

Total Labor Costs + Fees + Expenses	\$72,560.70
Total	\$72,560.70
Estimated Total	\$72,600.00

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation

Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime

contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

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

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT

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

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

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OCCUPATIONAL SAFETY AND HEALTH ACT

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

RIGHTS TO INVENTIONS

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Default (Professional Services)

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

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

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112.

Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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: Jeff Dahna, Telecom General Manager
DATE: 4/28/2023
RE: Telecom Showtime Rate
DEPT: Telecom
CONTACT: Jeff Dahna

Recommendations/Options/Action Requested

The Telecom Commission recommends that the City Council adopt the following rate effective on or before June 1, 2023, for the Showtime video package rate change.

Showtime video package rate/fee	\$15.99 MRC
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Issue Summary/Background

The Telecom Commission met on April 17, 2023, and reviewed a proposal to change rate/fee for Showtime video package subscribers. Windomnet's cost of subscription has increased to \$14.94 per subscriber.

WindomNet email system has about 11 Showtime video package subscribers. Revenues generated from this service will cover cost of subscription and some of the delivery of service.

Fiscal Impact

The service rates/fees will generate revenue for subscription and operational costs.

Attachments

Resolution Establishing Rates, Charges and Fees for Telecommunication Enterprise Fund

RESOLUTION #2023-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR TELECOMMUNICATIONS ENTERPRISE FUND

WHEREAS, City Code Section 3.02 authorizes the City Council to establish rates and charges for municipal utilities (including, but not limited to, services, permit fees, connection and meter reading and checking fees, disconnection fees, reconnection fees including penalties for non-payment); and

WHEREAS, the City Council periodically establishes rates and fees for municipal utilities; and

WHEREAS, the Windom Telecommunication Commission recommends to the Windom City Council to change the monthly rate for the following Telecommunications service; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Windom, Minnesota, to amend the telecommunications' rate schedule as follows:

New monthly rate for Showtime Video Packages: \$15.99

This rate change shall be effective as of June 1, 2023.

Adopted this 2nd day of May, 2023.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: Steve Nasby and City Council
FROM: Jon Ketzenberg, Street and Parks Superintendent
DATE: May 2, 2023 (City Council Meeting Date)
RE: Street Closures - Riverfest
DEPT: Street & Parks Department
CONTACT: Jon Ketzenberg, Street Superintendent: Jon.Ketzenberg@windommn.com

Recommendations/Options/Action Requested

Review and approve the street closure requests submitted by Emily Cenzano, Windom Chamber Director, and the Riverfest Committee for Riverfest activities and the parade route on Saturday, June 10, 2023.

Issue Summary/Background

The Windom Chamber and Riverfest Committee have requested the following street closures for Riverfest activities on **Saturday, June 10, 2023**:

3rd Avenue – Between 9th Street and 10th Street: 8:00 A.M. to 8:30 P.M.

9th Street – Between 3rd and 4th Avenues: 8:00 A.M. to 8:30 P.M.

4th Avenue – Between 9th Street and 10th Street: 12:00 p.m. to 8:30 p.m.

Parade Route: Start at 6th Avenue – East along 14th Street to 4th Avenue – South to 8th Street – East to 3rd Avenue, and proceeding North on 3rd Avenue and ending just before 12th Street – Parade begins at 6:00 p.m.

There will be food trucks and craft vendors on 9th Street, entertainment on 4th Avenue, and turtle races and Fire Department activities on 3rd Avenue.

The Street Department will bring street barricades up for their use during the events and will pick up the barricades after the events.

Fiscal Impact

None.

Attachments

1. Street Closure Request from Windom Chamber,
2. Riverfest Parade Route.



WINDOM CHAMBER

PROMOTE · UNITE · DEVELOP

303 9th Street ♦ Windom, MN 56101 ♦ Phone: 507.831.2752
director@windomchamber.com ♦ www.windomchamber.com

April 28, 2023

The Windom Chamber, on behalf of the Riverfest Committee, is requesting the following street closures:

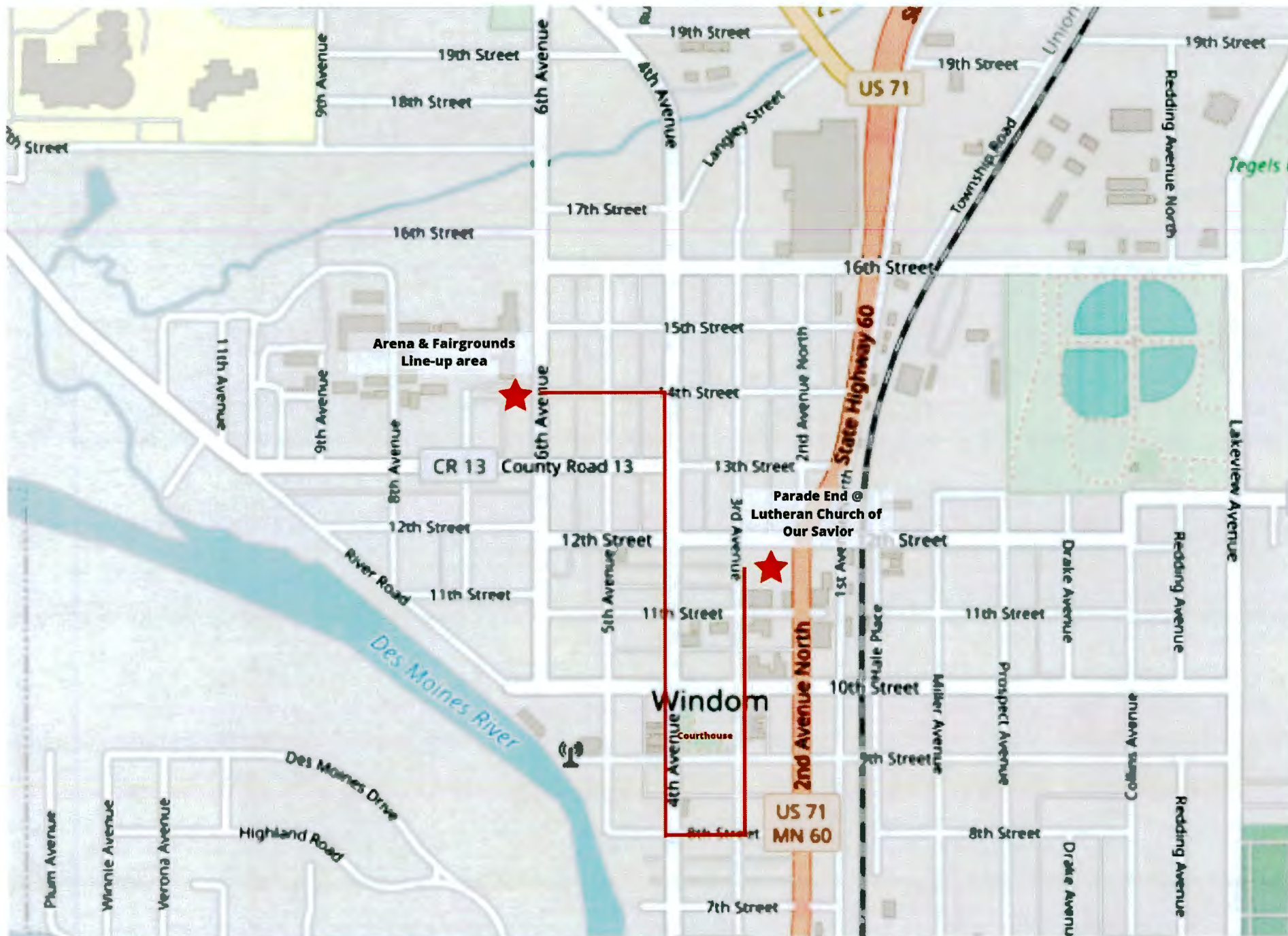
Saturday, June 10, 2023- 3rd Avenue between 9th Street and 10th Street
 9th Street between 3rd and 4th Ave
 This is around the square and would be from 8 a.m. to 8:30 p.m.

 4th Avenue between 9th Street and 10th Street
 12:00 p.m. to 8:30 p.m.

 There will be food trucks and craft vendors on 9th Street, turtle races and
 fireman on 3rd Ave and entertainment on 4th Ave.

 The parade route will start at 6th Ave going East along 14th Street to 4th
 Avenue South to 8th Street East to 3rd Ave North ending before 12th
 Street. The parade is schedule to begin at 6 p.m.

Thank you,
Emily Cenzano and the Riverfest Committee



ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: Steve Nasby and the City Council
FROM: Jon Ketzenberg, Street and Parks Superintendent
DATE: April 15th, 2023
RE: 2023 Seasonal Hire
DEPT: Street & Parks Department
CONTACT: Jon.Ketzenberg@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the Council take the following actions:

Hire Camryn Elness, Henry Erickson and Ken Derickson as seasonal workers for this spring and summer. Ken's starting date will be mid-May 2023. Henry & Camryn will both start May 30th.

Part-time Seasonal Pay Rates

Camryn Elness-\$13.00

Henry Erickson- \$13.00

Ken Derickson- \$13.60

Issue Summary/Background

Ken has worked for the Street and Parks Department for seven years now. Henry & Camryn are fresh out of school & will be the first year that they work for the Street & Parks Department.

Fiscal Impact

The Street and Parks Department has three seasonal workers budgeted for 2023.

Attachments

None

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Tim Hogan, Recreation Director
DATE: May 2, 2023
RE: Seasonal Part Time
DEPT: Pool and Recreation
CONTACT: Tim Hogan 507-822-0514 (e-mail- tim.hogan@windommn.com)

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding the rehiring of the following Recreation and Pool employees for 2023 season.

Pool Staff

Claire Walinga	Jenna Veenker	Kaylan Donchez	Lindsey Powers
Sadie Tjentland	Brooklyn Flaherty	Brita Tjentland	Haily Veenker
Tristyn Maras	Leah Smith	Addison Powers	Jackson Veenker
Trent Rothenberger	Tyler Maras	Natalie Hodgins	Brooklyn Prokosch
Leah Hauge	Zadie-Ann Johnson	Sadie Raverty	Rylie Raverty
Grace Sheitel			

Recreation

Alex Fink	Steven Meyer	Adam Perrizo	
Drew Rothenberger	Jackson Joyce	Cody Barfnecht	Charlee Huska
Anja Nielsen	Haidyn Sammons	David Perrizo	Gracie Buckentin
Adam Perrizo	Matthew Voehl	Charlie Erickson	

Issue Summary/Background

The above list of employees are recommended for rehire by the pool and recreation department after satisfactory performance in Summer 2022.

Fiscal Impact

Money is budgeted to pay the wages of seasonal employees of the pool and recreation.

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 Snyder, Community Center Director
DATE: 4/27/23
RE: Community Center –Full-Time Administrative Asst. / Receptionist Position
DEPT: Community Center
CONTACT: Tim.Snyder@windommn.com

Recommendations/Options/Action Requested

The Community Center Director recommends the hiring of Rachael Caspers for the Union Full-time Administrative/Receptionist position. This is a Grade 3 position. It is recommended to hire Rachael at Step 6 (17.89) of the 2023 Union Wage Schedule with a 6-month probationary period. Upon successful completion, a step increase would be received.

Issue Summary/Background

This position has been advertised since April of 2023 internally and externally with 5 applicants being received. Interviews were conducted with Commission President Linda Stuckenbroker and Director Tim Snyder. Rachael's background and experience in clerical and computer skills separated her from the other applicants.

Fiscal Impact

This position is budgeted for in the 2023 fiscal year. There will be some increase in costs as the position is a higher paid wage due to the Union Scale and her experience in clerical.

Attachments

1. None

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Tim Snyder, Community Center Director
DATE: 4/27/23
RE: Community Center –Full-Time Maintenance Position
DEPT: Community Center
CONTACT: Tim.Snyder@windommn.com

Recommendations/Options/Action Requested

The Community Center Director and Commission recommends the hiring of Mardi Robben for the Union Full-time Community Center - Maintenance position. This is a Grade 1 position. It is recommended to hire him at Step 8 (16.89) of the 2023 Union Wage Schedule with a 6-month probationary period. Upon successful completion, a step increase would be received.

Issue Summary/Background

This position has been advertised since April of 2023 internally and externally with 0 applicants being received. With our Full-time custodian /maintenance position open on April 3rd, Mardi Robben has expressed interest and has experience in maintenance. Mardi is currently hired as the part-time Maintenance position and has shown his skills in maintenance and work ethic to date.

Fiscal Impact

This position is budgeted for in the 2023 fiscal year. There will be some increase in costs as the position is a higher paid wage due to the Union Scale and his experience in maintenance.

Attachments

1. None

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Tim Snyder, Community Center Director
DATE: 4/27/23
RE: Community Center/Arena - PT/Maintenance Assistant
DEPT: Community Center
CONTACT: Tim.Snyder@windommn.com

Recommendations/Options/Action Requested

The Community Center Director recommends the hiring of Joshua Weinberg for the Union Part-time Community Center/Arena Maintenance Assistant. This is a Grade 1 position. It is recommended to hire him at Step 5 (15.77) of the 2023 Union Wage Schedule with a 6-month probationary period. Upon successful completion, a step increase would be received.

Issue Summary/Background

This position has been advertised since December of 2022 internally and externally with 2 applicants being received. With our Full-time custodian /maintenance position open on April 3rd, we are still looking for that position to be filled. Josh Weinberg has experience in maintenance and is only seeking part-time hours at this time.

Fiscal Impact

This position is budgeted for in the 2023 fiscal year. There will be some increase in costs as the position is a higher paid wage due to the Union Scale, but will cover hours currently being worked by Non-Union On-Call/Part-Time Employees. This position will be split between the Community Center and Arena with 20-28 hours being scheduled per week.

Attachments

1. None

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: CITY OF WINDOM 444 9TH STREET WINDOM, MN 56101	PROJECT: CITY OF WINDOM CITY HALL WINDOM CITY HALL 444 9TH ST WINDOM, MN 56101	APPLICATION NO: 003 PERIOD TO: April 30, 2023 CONTRACT FOR: General Construction CONTRACT DATE: November 02, 2022 PROJECT NOS: 510223054 6054 / /	Distribution to: OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM Schwickert's Tecta America CONTRACTOR: 330 Poplar St Mankato, MN 56001	VIA ARCHITECT:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$89,663.00
2. NET CHANGE BY CHANGE ORDERS	\$4,200.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$93,863.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$93,863.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$93,863.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$58,721.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$35,142.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$4,200.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$4,200.00	\$0.00
NET CHANGES by Change Order		\$4,200.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: -See attached signatures page-

Date: April 28, 2023

State of: MINNESOTA

County of: BLUE EARTH

Subscribed and sworn to before
me this day of

Notary Public: SARAH FARRIS

My Commission expires: January 31, 2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$35,142.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: -See attached signatures page-

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Signatures Page

Kirsten R
Becker

Digitally signed by Kirsten R Becker
DN: cn=Kirsten R Becker, gn=Kirsten R
Becker, c=US, United States, l=US, United
States, e=kbecker@tectaamerica.com
Reason: I am the author of this
document
Location:
Date: 2023-04-28 11:08-05:00

Sarah
Farris

Digitally signed by
Sarah Farris
Date: 2023.04.28
14:34:59 -05'00'

**Continuation Sheet**

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

510223054 6054

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Rock Vacuum Services	5,305.00	5,305.00	0.00	0.00	5,305.00	100.00%	0.00	0.00
	Permit	869.75	869.75	0.00	0.00	869.75	100.00%	0.00	0.00
	Roofing Material	41,776.25	41,776.25	0.00	0.00	41,776.25	100.00%	0.00	0.00
	Roofing Labor	29,821.00	5,560.00	24,261.00	0.00	29,821.00	100.00%	0.00	0.00
	Sheetmetal Material	2,405.00	2,405.00	0.00	0.00	2,405.00	100.00%	0.00	0.00
	Sheetmetal Labor	9,486.00	0.00	9,486.00	0.00	9,486.00	100.00%	0.00	0.00
	Change Order #1	4,200.00	2,805.00	1,395.00	0.00	4,200.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$93,863.00	\$58,721.00	\$35,142.00	\$0.00	\$93,863.00	100.00%	\$0.00	\$0.00