# Council Meeting
# Tuesday, November 7, 2023
# City Council Chamber
# 8:01 p.m.
# AGENDA

CITY OF WINDOM

Call to Order
Pledge of Allegiance

1. Consent Agenda
    - Minutes
        - Council Minutes– October 17, 23 & 24, 2023
        - Tree Commission – October 11, 2023
        - Telecom Commission – October 16, 2023
        - HRA – October 18, 2023
        - Utility Commission – October 25, 2023
        - Joint Government Meeting – October 30, 2023
    - License & Permits
        - Exempt Gambling Permit – Ducks Unlimited – April 13, 2024
        - Annual Cigarette License Renewals
        - Annual Game of Skill License Renewals
        - Annual Theatre License Renewal
        - Liquor License Renewals
            - Phat Pheasant Pub
            - Windom Duffy's Inc.
            - Plaza Jalisco II
            - Windom Country Club
            - Windstream Inns LLC
                - Wine On-Sale
                - Beer On-Sale
                - Strong Beer Authorization
    - Regular Bills
2. Department Heads
3. Public Hearing Misc. Special Assessments - Resolution
4. 2023B Electric & Liquor Bond Sale
5. South Cottonwood Lake Subdivision
    - Final Plat - Resolution
    - Planned Unit Development Stage
6. Resolution Designating Annual Polling Place
7. Personnel
    - Union Contracts
        - LELS
        - IBEW
    - Community Center – On-Call
8. Contractor Payments & Change Order
    - Truck Garage – Wilcon Construction Services Pmt #5 - $185,802.87
    - Transmission Line Reconstruction – IES Commercial Inc. Pmt #3 - $401,981.81
    - Liquor Store Change Order #3 – Sussner Construction $18,391.00
9. New Business
10. Old Business
    - Letter to SW/WC Coop – Alternative Learning Center
11. Council Comments
12. Adjourn

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Preliminary

# Regular Council Meeting
# City Hall, Council Chamber
# October 17, 2023
# 6:30 p.m.

1. Call to Order:
   The meeting was called to order by Mayor Dominic Jones

2. Roll Call:

| | |
|---|---|
| Council Present: | Dominic Jones, Dennis Esplan, Marv Grunig, James Nelson, Jenny Quade and Scott Benson |
| Council Absent: | |
| City Staff Present: | Steve Nasby, City Administrator; Scott Peterson, Police Chief.; Ben Derickson, Fire Chief; John Nelson, Liquor Store Manager; Tim Snyder, Community Center Director and Tiffany Lamb, EDA Director |

3. Pledge of Allegiance

4. Agenda Amendment:
   Jones noted an item to add to New Business for the payment to the Public Facilities Authority from the State Appropriation.

   **Motion by Nelson second by Grunig to amend the agenda. Motion carried 5 – 0.**

5. Consent Agenda:
   - Minutes
     - City Council Minutes – October 3, 2023
     - Community Center Commission – October 9, 2023
     - Economic Development Authority – October 9, 2023
     - Library Board – October 10, 2023
     - Planning Commission – October 10, 2023
   - Licenses & Permits – Exempt Gambling Permits
     - Windom Youth Hockey Association – December 13, 2023
     - Des Moines Valley MN Deer Hunters – February 17, 2024
   - Regular Bills

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

6. Department Heads:
   Scott Peterson, Police Chief, said the Trick or Treat hours for 2023 will be from 4-7 pm on October 31st.

7. Public Hearings – Tax Abatement Bonds and SCDP Grant Close-out:
   Jones noted that Todd Hagen, Ehlers Associates, would be joining the meeting via Zoom. Hagen said that the proposal is to issue bonds for the Electric Generation Project and Liquor Store renovations. Both projects are a mix of cash and debt. This will be a rated bond and be repaid through electric and liquor revenues but backed with a tax abatement which will lower the interest

rate. The term will be for 19 years and both the County and School will need to sign off. The bond sale is scheduled for the November 7th City Council meeting.

Jones opened the public hearing at 6:40 pm. No comments were received. Jones closed the public hearing at 6:41 pm.

**Council Member Grunig introduced the Resolution No. 2023-52, entitled "RESOLUTION APPROVING TAX ABATEMENTS". The Resolution was seconded by Quade and on roll call vote: Aye: Nelson, Grunig, Benson, Quade and Esplan. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

Tiffany Lamb, EDA Director, said that the next public hearing is for the close-out of a 2018-2022 Small Cities Development Program (SCDP) grant that was used for housing rehabilitation. Al the projects were done and funds expended.

Ali Joens, SW MN Housing Partnership, had a presentation that reviewed the program parameters, eligibility guidelines and the goals versus actual project numbers. The presentation was provided. Joens noted that a public hearing is required prior to formal close out so that is on the agenda.

Grunig asked how Windom's project went as compared to other communities. Joens said that more projects were done in Windom as there are local contractors willing to do the work, as the program is sometimes difficult.

Jones opened the public hearing at 6:51 pm. No comments were received. Jones closed the public hearing at 6:52 pm.

Quade noted that Windom is lucky to have contractors willing to work with the program and complete projects.

8. Windom Apartments LLC - TIF Amendment:
Lamb said that with the recent State Appropriation and loan to Windom Apartments LLC the City negotiated an elimination of the TIF funding previously approved for the project. The loan was approved contingent on this TIF amendment and the document has been approved by the City's TIF Attorney and signed by Windom Apartments LLC. The low interest loan was more than off-setting the $983,316 in the TIF so this property will go immediately to the tax roll.

Jones said this is good for the community as it reduces risk and has the project paying taxes.

**Motion by Benson second by Nelson to approve the Amendment of Contract for Private Redevelopment between the City of Windom and Windom Apartments LLC. Motion carried 5 – 0.**

9. MN DOT Local Road Improvement Project:
Nasby said the staff is requesting City Council input on the application for a MN DOT grant to help fund the reconstruction of 10th Street from the Highway to CSAH 13. This project is on the capital plan and the City submitted a grant application in 2020 for the project. The 2020 grant was not awarded but the City was close to the funding line. As Windom is under 5,000 population the County has to sponsor the project, which they had done in 2020 and have done a resolution of support for 2024. The cost is about $5.7 million and the State grant would cover $1.5 million.

Some of the project costs would be covered by the Water Fund, Wastewater Fund and Special Assessments but will still need about $2.5 million in general obligation debt.

Esplan asked if approving the resolution applying for the grant committed the City. Nasby said it does not commit the City, but before all the work on the grant is one and costs incurred the staff is seeking Council direction.

Grunig asked if the reconstructed project would be designed to match existing street widths or would the street be widened to match River Road. Nasby said he did not know what the engineers included in the cost estimate, but he would check.

Quade said the Street Committee could discuss but if there is a chance to get some grant funds for a project that needs to be done she is in favor.

Jones said that maybe the Utility Commission could also weigh in with their input on the needs for replacing the water and wastewater mains.

Consensus of the Council to table the resolution of support and refer the project to the Street Committee and Utility Commission.

10. Windom Area Health Community Policing Agreement Renewal:
Nasby said that this is a continuation of an agreement between the City and WAH for having police patrols and staffing as needed on-site. He thanked Chief Peterson and CEO Medina for working on this and renewing the agreement.

Nelson asked if the payment from WAH is sufficient to pay for the time provided. Peterson said that these funds are directed to help off-set the costs of the 10th officer position. He noted that the PD and hospital staff have built good relations and know the facility which is helpful for everyone.

**Motion by Nelson second by Quade to approve the Community Policing Services Agreement between the City and Windom Area Health as presented. Motion carried 5 – 0.**

11. SW\WC Coop Community Policing Agreement Termination:
Peterson said that over the last six years the Windom PD and ELC\ALC schools have had a successful partnership. Positive connections have been made with administrators, staff and most importantly the students. This activity has helped reduce calls to the school and lowered crime. He said the local staff is supportive of the police officers, but the SW\WC Coop administration feels there is liability due to the State's new School Resource Officer (SRO) law. The City Attorney and he had already worked out a plan to comply with the new law and does not feel there is liability and the State Attorney General has issued clarifying opinions. He said the new law deals with use of force and this has happened very little over the last six years. When this community policing arrangement started it was welcomed by the ELC\ALC and he showed the data summarizing the calls. The regular policing activities have a success in lowering the calls from that facility. Peterson said the Windom PD greatly appreciates the local principal and staff at the ELC\ALC and noted the good work of all his officers doing patrols. In comparison of the call data, the Windom Public School had 25 calls last year and that was a very busy year for them. Peterson said he worries about the safety of his officers as well since they will not have the on-going relationships with the students at the ELC\ALC. The ELC\ALC staff and students are also at more risk without the community policing partnership.

Jones asked what happens if the City says "no" to terminating the agreement. Peterson said the advice from the City Attorney is to terminate the agreement as the SW\WC Coop do not want to continue with the program. Jones said he is upset by this action by the SW\WC Coop and the State action that helped create this situation. He has a significant problem with terminating the agreement.

Quade said the community policing arrangement was good for both the ELC\ALC school and the Windom police officers. Having the police work with kids, teachers and learning about the needs of some of these students helps both parties. The students come from difficult situations and having a positive interaction and relationship with an adult and especially law enforcement is key. The local ELC\ALC staff is glad there is a police officer visiting the school. These positive relationships and interactions with students are so beneficial as generally it only happened in a crisis situation. Developing a trust and relationship with law enforcement is the type of support that is needed.

Peterson talked about a relationship he had built with a student who moved from hating the police to becoming friendly and even asking about careers in law enforcement. He said that is only one example of a success story.

Jones said he is concerned about the future and what happens if the number of calls goes up and becomes difficult for PD. Peterson said the City Attorney could better answer that question but there are options. Jones said the ELC\ALC do have a local presence and jobs in town, but he is anticipating that serious issues could arise at the facility.

Nelson said that he thinks terminating the agreement puts kids and staff at risk. Peterson said we did not see this coming as the relationships with the local administration and staff is good, it is all coming from the Coop office in Marshall.

Benson said he would vote no. We need to do what we can to keep kids from falling through the cracks and this is going in the wrong direction.

Jones said that we have the City Attorney's recommendation, but he would like a strongly worded letter from the Council and himself to be sent to the SW\WC Coop with their objections to terminating the community policing agreement and expressing their concerns.

**Motion by Grunig second by Esplan approve the termination agreement and mutual release of the City of Windom – SW\WC Coop Community Policing Agreement. Motion carried 3 – 2 (Grunig and Benson).**

**Motion by Benson second by Quade to send a letter from the Windom City Council and Mayor to the SW\WC Coop expressing their concerns about the termination of the community policing agreement. Motion carried 5 – 0.**

12. <u>Fire Department – MN DNR Grant Agreement:</u>
Ben Derickson, Fire Chief, said that they had applied for a 50/50 grant from the MN DNR for some new fire hose. This is five inch hose and they are asking for six sections which will cost $5,200. The grant will pay for half and the Windom Relief Association is going to donate to the City to cover the other half.

Motion by Benson Second by Quade to Approve the MN DNR grant for fire hose as presented. Motion carried 5 – 0.

Quade asked about the Fire Prevention Week and Operation Edith. Derickson said the week went well with about 325 people coming for the pancake breakfast. They also did visits and tours for school children. The Fire Truck parade was rescheduled to October 25th due to rain last week. He thanked all the fire fighters for helping out.

13. Street Closure Request – Windom Chamber – Spooktacular Event:
Jones said the closure is for three sides of the downtown square on October 26th from 4 -7:15 pm.

**Motion by Benson second by Nelson to approve the Street Closures for the Spooktacular Event on October 26th as presented. Motion carried 5 – 0.**

14. Personnel:
Tim Snyder, Community Center Director, said that he would recommend hiring Connie Lubben at $12/hour as a bartender.

**Motion by Grunig second by Quade to approve hiring Connie Lubben for Community Center bartending at a rate of $12.00/hour. Motion carried 5 – 0.**

Snyder said he is also recommending the hire of Matthew Voehl for on-call help at a rate of $12.50/hour.

**Motion by Quade second by Benson to approve hiring Matthew Voehl for Community Center on-call help at a rate of $12.50/hour. Motion carried 5 – 0.**

15. Liquor Store:
John Nelson, Liquor Store Manager, said that he had several items for Council review and action. First, he had a change order for the renovation project to add spray foam insulation to the show room area. This section of the store will have new interior walls and during the pre-construction meeting the idea of adding insulation between the existing cinder block wall and new wall would help insulate and lower heating\cooling costs. The cost would add $5,297 to the project. Both staff and the Liquor Committee are recommending approval.

**Motion by Benson second by Quade to approve Change Order #1 for Sussner Construction to add interior spray foam insulation. Motion carried 5 – 0.**

John Nelson said the second change order is to consider changing the batt insulation in the new storage area to spray foam. This cost would be to add $3,915. Staff is neutral, but the change is recommended by the Liquor Committee. Benson said spray form insulation is resistant to mold and does not slip out of place behind walls.

**Motion by Benson second by Quade to approve Change Order #2 for Sussner Construction to change the storage area insulation from batt to spray foam. Motion carried 5 – 0.**

John Nelson said the third item for the store project is to re-do the sidewalks at the building. The existing sidewalks are uneven and cause a potential liability. The issue was previously identified and was to be replaced, but with the discussion on the building project and possible new entrance the sidewalk had been included in that project. The Council did not select the new entrance as part of the project so now we need to address the sidewalk outside of the project scope. He got two quotes and is recommending awarding the work to Sussner Construction for $7,825 for the front walk and $2,650 for the side of the building walkway. The Liquor Committee is recommending approval. The project would be funded out of the maintenance budget.

**Motion by Benson second by Quade to approve the quote for the sidewalk work and alternate to Sussner Construction. Motion carried 5 – 0.**

Last, John Nelson, said the Council requested the Liquor Committee to discuss and make a recommendation on selling edible THC products in addition to THC infused beverages. The Liquor Committee is recommending that the RiverBend Liquor Store be enabled to sell whatever products are permitted by State law.

Jones asked if on-sale liquor establishments can sell edibles. John Nelson said he did not know the statutes related to on-sale places. The lower potency edibles are permitted for off-sale stores, the State office of Alcohol does the enforcement and inspections and the Minnesota Municipal Beverage Association recommends the sales of these products. The City's insurance carrier also covers edible sales. He added that the City of Tracy started right away and they do about $1,500\month; Marshall is exclusive sales and does $13,500 - $17,000 a month. Lakeville, which is the biggest municipal store by sales volume does $40,000/month in sales. The list of items allowed municipal liquor stores shows low potency edibles and products for detecting fentanyl.

Jones said he is not in agreement with the City selling THC edibles.

Grunig asked if the insurance rates go up if we sell THC products. Nelson said that it is part of the coverage and not an exclusion or additional coverage. Grunig noted that he is not in favor.

Jones said just having the State law noting that fentanyl detection products are also eligible to sell is very troublesome.

Quade said she understands other opinions on the topic, but we can go back to a time when the alcohol sales were not permitted in town. If THC products are sold at the Liquor Store at least she knows the customers are 21 and the sales rules are followed. Lower potency edibles can be sold anywhere and kids can see what the parents are buying, but that is not the case at the Liquor Store. She noted that where ever the sales occur it is up to the parents to keep kids safe. The fentanyl detection products inclusion in the law is there as it is an issue. Narcan is now carried by police officers and others due to the problems with overdoses.

Jones said this is not any kind of revenue or profit discussion. His opinion is just opposed to sales.

Nelson said he thinks the legalization law is bad for Minnesota and they just dumped this on the Police and cities. He is personally against it but the law permits these sales.

Grunig said kids like gummies and sees nothing but problems.

Benson said it is the law in Minnesota to allow sales and he is not necessarily in favor but there are some people in town that are in favor. THC are enabled in statute so he sees it being accepted.

**Motion by Benson second by Quade to allow RiverBend Liquor to sell products as permitted by State Statute. Motion carried 3 – 2 (Esplan and Grunig).**

16. New Business:
Nasby said the City Council had approved the State Appropriation grant agreement with DEED which included a $2 million allocation for the repayment of wastewater debt to the Minnesota Public Facilities Authority. Staff has worked with PFA and now have an invoice for the $2 million so this will be processed and paid in a lump sum. The pre-payment of this $2 million will save $63,000 in interest cost.

17. Old Business:
None.

18. Council Comments:
Nasby said that both the House and Senate Bonding Committee have listened to presentations from the City for the Red Leaf Court Storm Sewer Project. Also, the League of Minnesota Cities was in town last week for an area visit hosted by Windom.

Benson asked anyone with winter clothing to donate to please do so and help out others.

Quade reminded everyone of the Council budget workshops on October 23rd and 24th. The November 7th City Council meeting will start at 8:05 pm due to election law. She wished a happy birthday to Council member Nelson. Last, she noted a visit on Thursday by an author sponsored by the Library and held at the Cottonwood County Historical Society.

19. Adjournment:
**Mayor Jones adjourned the City Council meeting by unanimous consent at 8:28 p.m.**

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|---|---|
| ______________________________ | Attest: ______________________ |
| Dominic Jones, Mayor | Steve Nasby, City Administrator |

Preliminary

# Special Council Meeting – Budget Workshop
# Windom Community Center
# October 23, 2023
# 6:00 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, Jenny Quade, Jim Nelson and Scott Benson |
| Council Absent: | None |
| City Staff Present: | Steve Nasby, City Administrator and Cheryl Ulferts, Finance Director; Kari Hanson, Library Director; Andy Spielman, Building Official; Tiffany Lamb, EDA Director and Tim Hogan, Recreation Director |

3. 2024 Budget Workshop Meeting #2:
   Jones said the Council will review the Operational budget proposals and Capital Improvement Plan (CIP) requests for Departments within Special Revenue Funds or the General Fund.

   **Library** – Kari Hanson, Library Director, said there were no big changes in the operational budget, but personnel costs and went up. They are busy with Driver's license exams especially after the October 1st State law making them available to non-citizens. The libraries in Cottonwood County did ask the County Board for an increase in funding support but no decision has been made. The capital request is for $4,000 to replace computers at a rate of two per year. They have seven in the library.

   **Airport** – Nasby said the Airport budget is down in revenue and expense this year due to lower fuel sales with the closing of Hylife and no large capital projects underway. There is one capital request for $3,750 for local match on the environmental review previously approved by the Council for the future crosswind runway. He noted that the Airport will get the yellow snow plow truck for seasonal use when the new Street trucks come in.

   **City Hall Building and City Office** – Nasby said the City Hall Building budget was the same as last year with this paying for costs associated with the building including insurance, utilities, etc. There is a capital request for $2,700 to replace the back door which leaks and does not close properly. In the future a decision on the old part of City Hall needs to be made as the brickwork needs tuckpointing, the foundation is bad, windows are inefficient and there is moisture in the basement. The City Office budget is higher in personnel costs and insurance with everything else the same as 2023. The capital request is for $1,300 to fund a share of computer replacements for City Hall staff.

   **Building & Zoning** – Andy Spielman, Building Official, said his operational budget is flat from 2023 to 2024 and that is partly due to 10% of the EDA Director's time being moved back to EDA. He noted there was also an expense in 2023 for the flood study which was run through his budget. The Dilapidated Housing fund has $17,000 remaining and there is a budgeted expense for adding $20,000 more for 2024. This is used to help property owners demo properties in poor condition. Spielman said he may be asking the Council to consider expanding that program to open it up to more uses. Jones asked if there are any homes he is working on cleaning up. Spielman said he is working on two and hoping to avoid having to go to court.

Economic Development Authority – Tiffany Lamb, EDA Director, noted the shift of 10% of her time from Building & Zoning to EDA which increased her budget from 2023. The expense line shown as "other" includes the residential property tax abatements which are approved by the Council so that number is going up as more properties are added. The capital request for EDA is in 2025 and would include the installation of infrastructure\utilities to the south part of the EDA land at the industrial park. Jones noted the Hylife closure this year and how much time that took from the EDA to get through the bankruptcy, state appropriation and related issues. Benson asked about new businesses and small businesses. Lamb said the EDA has done several façade improvement grants, small business loan and is working with several others on projects.

**Arena** – Tim Hogan, Recreation Director, said that there were no major changes in his operational budget other than costs for labor, insurance and supplies going up. His repairs at the Arena are in the budget and they are currently working on the racquetball area restrooms and showers. They need to replace the rubber matts in the hall and by the rink. Jones asked about the horse shows in 2023. Hogan said they had a few more than 2022 and have seven booked for 2024 so far along with one cattle show. Jones asked about the end of season meeting with the user groups and if that had occurred. Hogan said that had not yet been held but the Park & Recreation Commission chair is working on coordinating it for November. Hogan said the capital request shown for 2024 is a carryover from prior years for the construction of an outdoor riding rink. He said that during the discussions last year on horse shows it was clear they wanted to keep indoor shows. He did note that the largest horse show in 2023 was for 109 stalls and that was an all outdoor show. Most of the 2023 shows had 40-50 stalls or were one day shows. The seven one day shows only bring in building rent at $375 per day and no stall income. There was a discussion of the maintenance requirements for a one day show versus a weekend show. Hogan said it depended on the activity, whereas a barrel racing event takes much more work than one that only shows horses. This is due to the amount of dragging needed to maintain the footings the way the users want. It was noted these were items that can be brought up at the user group meeting.

**Recreation** – Hogan said that having Alex Fink as the Summer Baseball coordinator was the highlight from 2023. Everyone had very positive reviews and the kids were much more engaged. The 2024 budget has very little change from 2023. The utility expense was higher due to the amount of water used for irrigation. A lot of discussion on traveling teams, recreation teams, and field usage. Hogan noted the difficulty in finding volunteer coaches for the teams and the cost of umpires going up significantly. Hogan said in 2024 the girls' softball association is going to start to pay a fee to help off set the field prep costs. This will need be reviewed again next year. Scheduling conflicts had also been an issue in the past and progress was made in 2023 to help accommodate the users.

**Pool** – Hogan said the costs for personnel are up as minimum wages go up and there is a small increase for supplies. They try to do repairs as needed and within budget. The water loss at the pool was noticeable this year due to the dry weather. The normal hydraulic pressure was not in the ground to keep the leaks sealed so this led to more water loss. The capital request for the pool is to fund a feasibility study to identify a location, provide options for a new facility and for referendum support if Council goes that direction. Jones said that he is in favor of the study if the Council concurs that a referendum is the path forward and the study will be good so residents have adequate information to decide. Quade said she would prefer the citizens to vote on a pool rather than have it up to the Council. She realizes the amenity is important and promotes safety through swimming lessons, but the costs are high. Nelson said the cost will be the key for the public.

4. Adjournment:
   **Mayor Jones adjourned the meeting by unanimous consent at 8:38 p.m.**

______________________________
Dominic Jones, Mayor

Attest: ______________________________
Steve Nasby, City Administrator

Preliminary

# Special Council Meeting – Budget Workshop
# Windom Community Center
# October 24, 2023
# 6:00 p.m.

1. Call to Order:
   The meeting was called to order by Mayor Dominic Jones

2. Roll Call:

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|---|---|
| Council Present: | Mayor Dominic Jones, Dennis Esplan, Marv Grunig, Jenny Quade, Jim Nelson and Scott Benson |
| Council Absent: | None |
| City Staff Present: | Steve Nasby, City Administrator and Cheryl Ulferts, Finance Director; Jon Ketzenberg, Streets & Parks Superintendent; Police Chief Scott Peterson and Tim Snyder, Community Center Director |

3. 2024 Budget Workshop Meeting #3:
   Jones said the Council will review the Operational budget proposals and Capital Improvement Plan (CIP) requests for Departments within Special Revenue Funds or the General Fund.

   **Community Center** – Tim Snyder, Community Center Director, said that there was a change for increased labor costs. The building is 24 years old and items like HVAC, kitchen equipment and other stuff wears out and needs to be replaced. They are looking to have a small increase in advertising. This year they had good revenue from weddings and events with a bar. The Commission is still talking about how best to use the donation from Robert Byers. Quade said that she would recommend more social media marketing for events, especially for things like the inflatables. She added that the Chamber got a lot of views from the social marketing the youth staff did. Snyder said their capital requests were for table replacements and contributions to the equipment and mechanical funds.

   **Streets** – Nasby said he and the Finance Director will revisit the personnel costs as the amount seems off. Jon Ketzenberg, Streets & Parks Superintendent, said that the budget is about the same as last year. Ulferts noted the expense decrease in the maintenance line item is the new cul-de-sac project was shown in the 2023 budget and there is no project in the 2024 budget. Ketzenberg said the cost of the insect spray is about $6,000 per 55 gallon barrel and depending on the year we use 3-4 barrels. He suggested this may be an area to reduce or eliminate as some people are not in favor of the spraying and the City's sprayer needs to be replaced. Jones said this is one of the things the public calls Council about the most is we do not do enough pest control so he would not want to stop. Also, the spray products are highly regulated and would not permit hazardous applications. Nasby said the Street capital requests were for funding for the equipment reserve of $25,000; a new pesticide sprayer for $18,800; a new Sno-go for $220,000; a new pick up for $47,500 and possibly doing a 2024-25 Street project which could be $5.65 million if the 10th Street Project is approved by the Council. Ketzenberg said the Department did get a new pick up last year and this is the one-ton truck and could be moved into future years.

   **Parks** – Wages were up a little and utilities were increased to get closer to matching actual expenses. The utility cost is primarily water or irrigation. Nasby said there are two capital requests one for $5,000 towards maintenance for park buildings and a second one for a Parks pick-up for $44,000.

Quade asked about the progress on moving the camper dump station. Ketzenberg replied that they still have not heard anything from MN DOT but he would follow up again with the contact person.

**Mayor\Council** – Nasby said that most of the costs are the same as prior years and the large variance in 2020 -21 was the pass through of the CARES funds during covid. The "other" budget line item is the collection and pass through of the hotel\motel tax to the Chamber Convention and Visitor's Bureau. The personnel costs for Council pay are tied to the union increases, but staff will also revisit this number in the budget as it seemed high. No capital requests are in this fund.

**Fire** – Chief Ben Derickson, said that their operational budget was about flat with wages up a little due to number of firefighters and some additional expenses are in building insurance. His primary asks are for equipment. He noted Unit #23 which is a platform truck is up in 2025. In 2024 they are asking for funds to do Unit #24 which is the Wildland Truck and this is part of a USDA grant. Costs are going up quickly and they are looking at several options. This USDA grant also was for the boat and six-wheeler. The boat has been ordered and will be paid for by the Windom Relief Association and donated to the City. The six-wheeler is pending on a grant with Toro for all or part of the unit, but the Department will get other quotes on options as well. Derickson said his number one priority is Unit #26 which is a tanker truck. The current model is 38 years old and leaks badly. They use it to haul water, which is extremely valuable in fires out of town. They do look at the used market but not much is available. Nasby suggested the Windom Fire District checking to see if they could get a USDA grant to help with the cost as most use is rural. Derickson acknowledged that this unit was previously to have come out of the fleet, but they keep finding use for it. Discussion on whether there were other options such as a semi-tanker or type of water truck that would work.

**Council took a 5 minute break.**

**Police** – Chief Scott Peterson, said the budget was consistent with the past years and if something comes up they have tried to save in other areas so to stay within budget. Nasby noted wages are higher with the new labor contract. Peterson said his capital requests are to replace the eight Preliminary Breath Analyzer units in the squads for a cost of $3,200 as the units are 10 years old. He is also asking to replace eight ballistic shields as technology has gotten better the new shields are stronger and lighter. Last, he asked if previously allocated capital funds for weapons cameras could be moved to technology upgrades as the County is working with the Department on security items. Peterson said the weapons camera vendor did not come through on the promises so they are abandoning it.

**Motion by Quade second by Benson to approve moving the weapons camera capital allocation to technology improvements at the Chief's discretion. Motion carried 5 – 0.**

**Sanitation** – Nasby said this is the fund for Spring Clean-up and it generally runs about even with revenue and expenses without much change over the last five years. Quade asked about the new process this year and how that impacted the budget. Nasby said the costs were down with not as much collected at the curb so maybe more drop off sites or higher subsidies could be done in 2024. There are no capital requests.

**Civil Defense** – Nasby said this small budget also has been the same the last five years and currently there is no one in the Emergency Management role so the stipend for pay has not been spent the last couple years, but there are funds for sand bags or other supplies if needed. There are no capital items.

**General Fund and Special Revenue Fund Capital Request Recommendations** – Jones asked if the Council wanted to finish the preliminary budget tonight or meet another time. Consensus was to continue with the budget. Nasby put up the excel spreadsheet on the screen with all the tax funded capital requests and noted that as each one was recommended for an amount the tax levy calculation would update in real time. After discussion on all the project requests the City Council is budgeting for the following items from the property tax levy:

| | |
|---|---|
| • Administration – Computer Upgrades | $1,300 |
| • Elections – Computer Upgrades for Project with the County | $3,600 |
| • Airport – Crosswind Runway Environmental Review – City Match | $3,750 |
| • Building\Zoning – Dilapidated Housing Program | $20,000 |
| • City Hall Building – Backdoor Replacement | $2,700 |
| • Community Center – Table Replacement Fund | $2,500 |
| • Fire – Unit 25 Wildland Truck | $34,500 |
| • Fire – Unit 26 Tanker Truck | $160,000 |
| • Library – Computer Upgrade Program | $4,000 |
| • Multiple Departments – Server & Technology Fund | $1,500 |
| • Parks – Building Maintenance Fund | $5,000 |
| • Parks – Pick-up Replacement | $44,000 |
| • Police – Preliminary Breath Analyzer Units | $3,200 |
| • Police – Ballistic Shield Upgrades | $3,400 |
| • Pool – Feasibility Study | $12,870 |
| • Streets – Insect Sprayer Replacement | $18,800 |

Jones said this budget proposal is very close to the preliminary number set by the Council in September. All the Council members indicated that they would like to see the property tax number lower, but if these capital items are put off it will be even harder in the future to fund them and without cutting any of the facilities and operations we currently offer there are not any other ways to reduce the tax levy.

**Motion by Benson second by Nelson to set the proposed 2024 property tax levy at 5.6% with the budgets as presented. Motion carried 5 – 0.**

Jones thanked the Council and staff for all their work on the budget.

4. Adjournment:
**Mayor Jones adjourned the meeting by unanimous consent at 8:51 p.m.**

________________________________
Dominic Jones, Mayor

Attest: ________________________________
Steve Nasby, City Administrator

**CITY OF WINDOM TREE COMMISSION MEETING MINUTES**
October 11, 2023

1. Call to Order: The meeting was called to order at 5:11 p.m. at the council chambers by Vice-Chairperson Jim Knigge.

2. Roll Call:

| | |
|---|---|
| Commission Present: | Joanne Kaiser, Jim Knigge, Ron Kuecker |
| Commission Absent: | Steve Fresk, Deborah Polzin |
| Council Liaisons: | James Nelson (absent) |
| Public Present: | Breanna Wagner |

3. Treasurer Report: No Treasurer Report given

4. Old Business:
   a. City will not spend money on chemical deterrent of EAB on ash trees in city parks or boulevards.

5. New Business:
   a. Breanna Wagner from Cottonwood County Soil and Water presented the ReLeaf Community Forestry Grant application from MNDNR which was submitted in September for the City of Windom.
   b. A grant of $99,700 was submitted. These funds will be over a 4 year period:
      $56,250 for removal of 75 large trees,
      $30,000 for replanting 150 trees,
      $6,000 will be for preventative measures such as chemical injections
      $750 for tree tubes,
      $750 for tree stakes
      The remainder for pruning tools, maintenance, management plan and training for certificated, educational and outreach for a few years.
   c. Notification of grant acceptance is expected in November or December.

6. Meeting adjourned at 5.46 pm.

**Next Tree Commission Meeting - No meeting has been set.**

ATTEST:

Tree Commission Chair ____________________________

Tree Commission Secretary ____________________________

**TELECOMMUNICATIONS COMMISSION MEETING**
**CITY OF WINDOM COUNCIL CHAMBERS October 16th, 2023**

**I.** Call Meeting to Order. The meeting was called to order by Pres. Abraham at 5:30PM

**II.** Roll Call:

| | | | |
|---|---|---|---|
| President: | Dirk Abraham | City Staff: | Steve Nasby *Absent* |
| V President: | Josh Peterson | City Staff: | Jeff Dahna |
| Secretary: | *vacant* | Council Liaison: | Scott Benson |
| Commissioner: | Jayesun Sherman | Council Liaison: | Dennis Esplan |
| Commissioner: | Tim Hiley *Absent* | Others Present: | - |

**III.** Approval of Minutes from September 25th, 2023 meeting

**Motion by commissioner Peterson, to approve minutes from the September 25th, 2023 meeting. Seconded by commissioner Sherman. Motion approved 3 to 0.**

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

**V. Manager's Report:** Dahna reports:
- Cable TV Headend – Maintaining as necessary. The Emergency Alert Service system was damaged after a recent storm and power outage. See Manager's Report for replacement estimate.
-NOC Generator – Getting preventive maintenance done one the generator. Coolant system flush and load bank testing scheduled for this week.
- Good Samaritan – Phone lines porting into Windomnet.

**VI. New Business**: No New Business to move on.

**VII. Old Business**: No Old Business to move on.

5:55PM City Administer arrived at the meeting.

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

**IX. Set Next Telecom meeting:** November 20th, 2023 at 6:00 pm at the City Council Chambers or City Hall.

**X. Adjourn:** Meeting adjourned by unanimous consent at 6:01pm.

______________________________
Dirk Abraham, Telecom Commission President

______________________________
XXXX, Telecom Commission Secretary

Attest: ______________________________
Jeff Dahna, Telecom General Manager

REGULAR MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN
October 18, 2023 at 8:30 a.m.

A regular meeting of the Board of Directors was held on October 18th, 2023 at the Hillside Manor. Board Members present: Tom White, Margaret McDonald, Joel LaCanne and Sheryl Skarset, Tenant Liaison. Also present was Executive Director Linda Loewen and Operations Managers Tami Wahdan and Michelle Eckert. Absent: Jean Fast, Linda Jaakola and City Liaison Jim Nelson.

The Regular Board Meeting was called to order at 8:44 a.m. with the consent agenda approved which included minutes from the September meeting, the Agenda, Balance Report and Bills Report. (McDonald/LaCanne)

Scheduled Guests: none

Old Business consisted of:

1. The Executive Director reported Kjell is close to finishing up on the RV Entry System.
2. The Executive Director gave an update on the Apartment #113 modification. We are waiting on a boiler switch to be replaced. Once that is completed, she will put the apartment back online with HUD and proceed with a move-in.
3. The Executive Director reported on in-house Inspections. Inspections at the Riverview Apartments will be on November 1st and 2nd and Hillside Manor will be on November 13th and 14th Staff from Jackson and Mt. Lake will assist

New Business consists of:

1. The Executive Director reported Chris is scheduled for boiler training on December 5, 2023.
2. The Executive Director reported on the company work truck. The truck was brought into the shop for an oil change and it was discovered there were other issues. The truck has been completed and in good working condition.
3. The Executive Director reported the new boiler system has been completed at Riverview and Hillside Manor. The final pay request in the amount of $63,000 will be coming from CFP21.
4. The Executive Director reported we received Low Loss Ratio Award from HAI.
5. The Executive Director presented the 2024 employee insurance renewal. After some discussion a motion was made to keep the 2024 insurance policy the same as 2023 with an increase in deductible from $4,400 to $4,600. (McDonald/LaCanne)
6. The Executive Director discussed the current employee HSA contribution. After some discussion a motion was made to increase the HSA contribution from $200.00 to $300.00 a month effective 1/1/2024. (McDonald/LaCanne)
7. The Executive Director reported we are selected for a Revenue Recapture Audit.
8. The Executive Director reported that the new coin operated dryers have been installed at HS.
9. The Executive Director Reported Windom has been awarded $218,623.00 for CFP24.
10. The Executive Director discussed the upcoming holiday events. Board and Staff Christmas meal will be at Kats Hog Heaven in Jackson on Tuesday November 7, 2023. After some discussion a motion was made to give staff bonuses in Visa gift card from Bank Midwest in the amount of $550. Linda $300, Tami $100, Bob $100 and Chris $50, to be run through payroll. (LaCanne/McDonald)
11. The Executive Director is working on the following: Annual CFP Plans, CFP Projects, Policy updated, Preparation of FMR's and Utility allowances for 2024.

Upcoming Board Meetings are scheduled for November 8th (RV) and December 13th (HS) at 8:30 am.

With no further business, the meeting was adjourned at 9:33 a.m. (McDonald/LaCanne)

Jean Fast, Chairman

Linda Loewen, Executive Director

**UTILITY COMMISSION MINUTES**
**Council Chambers**
**October 25, 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
Member Absent: Glen Francis
City Council Liaison: Marv Grunig
Staff Present: Jason Sykora, Electric Superintendent; Ryan Anderson, Water/Wastewater Superintendent; Andy Spielman, Building Official; Jon Ketzenberg, Street Superintendent; Steve Nasby, City Administrator and Leesa Arndt, Utility Billing/Analyst

**APPROVE MINUTES**
**Motion by Riordan second by Schwalbach to approve September 27, 2023 Minutes. Motion carried 2 – 0.**

**ELECTRIC ITEMS**
Transmission Line Project Update
Sykora stated they are currently running on the new South line connection. The contractor has been progressing and expects a substantial completion by November 5th. He said that cleanup and dirt work will be finished in the spring.

Transmission Line Project Pay Request #3
**Motion by Riordan second by Schwalbach to approve Pay Request #3 in the amount of $401,981.81 for the Transmission Line Reconstruction Project. Motion carried 2 – 0.**

Truck Shed Addition Project Update
The contractor has worked on installing a fuel line and a temporary fuel cabinet has been placed. Sykora mentioned the roof panels still have not been received for installation but are expected soon. The contractor plans on putting in some ceiling liner so the garage door installation can begin. Another item noted is the electrical work for the alarms and sensors.

Truck Shed Addition Pay Request #5
**Motion by Riordan second by Schwalbach to approve Pay Request #5 in the amount of $185,802.87 for the Truck Shed Addition Project. Motion carried 2 – 0.**

Generation Plant Project Update
Sykora said the contractor received the notice to proceed on Monday. Demolition has started and they have an aggressive schedule for the project.

DOE Grant #2 Resolution of Support
Sykora explained the resolution of support would include electric utility improvement items beyond the first grant request. The placement of a solar field on the old landfill location is part of the request and has support from the Minnesota Pollution Control Office and Stantec. The solar field placement would be close to the county road and would be placed on a ballast mounted system to have minimal impact to the landfill cap. City labor, boring, and equipment costs can be used to cash match the grant.

**Motion by Riordan second by Schwalbach to approve "RESOLUTION UT #2023-10-01 RESOLUTION REQUESTING U.S. DEPARTMENT OF ENERGY – ENERGY IMPROVEMENTS IN RURAL OR REMOTE AREAS (ERA) GRANT FUNDING". Aye: Riordan, and Schwalbach. Nay: None. Absent: Francis. Motion carried 2 – 0.**

<u>Other Electric Items</u>
Nasby and Sykora will be meeting with MRES regarding the rate study and will present increase requests at the November meeting.

Sykora said staff has been working on reinstalling the service loop at Windom Area Health due to their construction project. They have requested a temporary transformer be placed near the construction site. Sykora is advising an alternate solution as the requested placement site would be vulnerable to potential damages.

Nasby is expecting the first round of DOE grants to be awarded in the coming weeks.

**<u>WATER/WASTEWATER ITEMS</u>**
<u>Street Excavation Permit Fees/Processes</u>
Spielman briefed the Commission on the current processes and fees that homeowners or contractors must complete in order to connect water and/or sewer services to the City's mains. He noted that during the process, many projects are started and even completed before all appropriate departments have approved their portion. Spielman is encouraging a streamlined process that would include utility work and potential street excavation requests to be completed in one application. The proposed permit would be onsite with the contractors and have to be approved at various project stages. Spielman said this would benefit the utility services in both line replacements and new connections to verify alignment with plumbing code. The Commission discussed the street excavation portion of the permit and the legalities if a contractor is able to obtain this on behalf of the property owner. The homeowner would be responsible to costs incurred to restore the street, thus, if unpaid it would be assessed to the property if costs remain unpaid. Commission consensus was to present the streamlined permit in the cost of $100 to legal for further review.

Spielman brought up Chapter 56 in the City Code book. He said the chapter references individual sewage treatment systems and is out of date/compliance. Spielman recommended eliminating the old data and writing new code to comply with the County Soil and Water District regulation as they are responsible to compliance in all areas of the County. The Commission agreed to redact Chapter 56 and rewrite the chapter to comply with current standards and regulations.

Spielman asked the Commission to add verbiage to City Code Chapter 55 in regards to inflow and infiltration due to a non-compliant sewer connection. Added language would mirror Chapter 54 and define ownership/responsibility of the line. The Utility Commission consensus was to review and change the language as discussed.

<u>Water/Wastewater Rate Discussion</u>
Anderson explained his water and wastewater budget worksheets, along with proposed increases to the 2024 rates. He is proposing a break-even budget for both funds, concentrating on inflation and labor cost increases. The Commission agreed to an increase of 4% on water

services and 8% on sewer services. Anderson will have a formal request at the November meeting.

Other Water/Wastewater Items

Anderson said the water purchase agreement with Red Rock Rural Water will be expiring at the end of 2023. Involved parties are discussing future needs. Anderson mentioned that Premium Iowa Pork expressed only purchasing water from the City of Windom instead of using onsite wells when they begin operations. This will help offset the water that RRRW had been contracted. A connection agreement with be drafted between the city and RRRW to continue our long standing partnership.

**REGULAR BILLS**

**Motion by Riordan second by Schwalbach to approve the Regular bills as presented. Motion carried 2 – 0.**

**OLD BUSINESS**

None.

**NEW BUSINESS**

The Local Road Improvement Grant Discussion was moved to the next regular Utility Commission Meeting in November.

**ADJOURN**

Schwalbach adjourned the meeting at 11:23 AM.

______________________________

Mike Schwalbach, Chairperson

Attest: _________________________

Steve Nasby, City Administrator

# Joint Government Meeting Minutes
# October 30, 2023
# (New) Windom Elementary School
# 5:30 p.m.

1. **Call to Order**: Windom Area School District

2. **Roll Call:** James Westerman (City of Storden)
Dean Janzen and Michael Mueller (City of Mountain Lake)
Dominic Jones, Jenny Quade and Steve Nasby (City of Windom)
Larry Anderson and Norm Holmen (Cottonwood County)
Angie Klassen and Jamie Frank (Windom School)

3. **Preliminary Levy Discussion:**
Nasby said that Windom set their preliminary levy at 5.61% and the Council held budget workshops and it appears the final will be at 5.6% or a little less when final numbers are set. Anderson said that the County had a preliminary levy of 6.75% and expects the final number to be the same as labor and supplies costs are going up. Mueller said that Mountain Lake will be around 4.9%. Westerman said that Storden will be under 5%. Frank said the school amount is low this year and will be about 1%.

4. **Cannabis Ordinance – Status and Next Steps:**
The County said that their public hearings were held and the Board is making a couple minor changes. The penalty for non-registration and what times the businesses can be open were the points of discussion. The ordinance also includes a set-back from a school or church. The public use section will include a penalty for violation, but the County ordinance will only include unincorporated areas so cities will need to do their own ordinance if they want to enforce public use. Nasby said that the Windom PD had raised the issue of smoking and making distinctions between cannabis and tobacco as both are now legal products in Minnesota. Everyone felt the State rushed this through and the laws were not written very well.

5. **Legislative Priorities:**
Possible legislative issues brought up by the group included the following: Unemployment coverage for summer workers; cannabis; PFAS; Landfill rules; Bonding bill and SRO law change.

6. **Labor Agreements\Settlements\Trends:**
The County said 2024 is the last year of their labor contract and saw a 12.5% increase in health insurance. Windom said that they are working on approval of labor agreements with LELS and IBEW for three year agreements which will include larger wage increases and changes to health benefits. The school said they are in negotiations with their units. Mountain Lake said they have 3% and 3% general wage increases the next two years.

7. **Ideas for Future Topics\Guest Speakers\Invitations to Legislators:**
Agreement that it is beneficial to talk with legislators on topics of interest to all the groups. The County said they are planning a session in January with the area legislators. The suggestion was made to open up that meeting to the Joint Government participants so we can make efficient use of everyone's time.

8. **Old Business:**
   The County provided an update on their broadband project.

9. **New Business:**
   Updates on Premium Iowa Pork and Hospital Medical Office Building were given by Windom. Mountain Lake noted their hotel project is moving ahead and they have a school referendum vote on November 7th. Cottonwood County said that their Public Works complex will go to bid in November and they are planning on opening bids in December.

10. **Adjourn:**
    Meeting adjourned at 6:30 pm.

MINNESOTA LAWFUL GAMBLING

# 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: Des Moines River Ducks Unlimited Chapter 045    Previous Gambling Permit Number: X-17002-23-022

Minnesota Tax ID Number, if any: 3358833    Federal Employer ID Number (FEIN), if any: 13-5643799

Mailing Address: PO Box 142

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

Name of Chief Executive Officer (CEO): Jason Kloss

CEO Daytime Phone: 507-822-1529    CEO Email: jascin4@gmail.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): Windom Community Center

Physical Address (do not use P.O. box): 1750 Cottonwood Lake Drive

Check one:

☑ City: Windom    Zip: 56101    County: Cottonwood

☐ Township:    Zip:    County:

Date(s) of activity (for raffles, indicate the date of the drawing): April 13th, 2024

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

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

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

# LG220 Application for Exempt Permit

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

**CITY APPROVAL**
**for a gambling premises**
**located within city limits**

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: ______________________

Signature of City Personnel: ______________________

Title: ______________ Date: ______________

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

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

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: ______________________

Signature of County Personnel: ______________________

Title: ______________ Date: ______________

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

Print Township Name: ______________________

Signature of Township Officer: ______________________

Title: ______________ Date: ______________

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: ______________________ Date: 11/1/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Jason Kloss

## 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.

# 2024 License Applications

## Cigarette License $20.00

Casey's General Store
Janu-6 Freedom Super Value Center
Hy-Vee
Riverbend Liquor
ExpressWay – Windom - Staples
United Fuels Midwest LLC - Speedway
Dollar General
Family Dollar/Dollar Tree
Kwik Trip
Nash Nash Tobacco

## Game of Skill $50 first game $15.00 each additional game

Phat Pheasant
Godfathers Pizza
C & N Sales – Phat Pheasant
C & N Sales – Windom Country Club
Kyle Pillatzki – Arena

## Theatre $25.00

Windom Theater Inc.

**Minnesota Department of Public Safety**
**Alcohol & Gambling Enforcement Division**
**445 Minnesota Street, 1600**
**St Paul , Minnesota 55101**
**651-201-7507**

## RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

**License Code:** ONSS **License Period Ending:** 12/31/2023 **Iden:** 10046

**Issuing Authority:** Windom

**Licensee Name:** Phat Pheasant Pub Inc.

**Trade Name:** Phat Pheasant Bar et al

**Address:** 2370 Hwy 60 East

Windom, MN 56101

**Business Phone:** 507-831-3977

**License Fees:** **Off Sale:** $0.00 **On Sale:** $2,000.00 **Sunday:** $200.00

**By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.**

**Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

**Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).**

11-14-1960 473-82-9068 10-25-2023

Licensee Signature DOB SSN Date
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

11/1/2023

Police/Sheriff Signature Date
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

☒ The Licensee is requesting an Outdoor Sales/Service of Alcoholic Beverages Endorsement as required per City of Windom Code of Ordinances §118.051. The outdoor area is included and listed in the required liquor liability insurance for the premise.

**Minnesota Department of Public Safety**
**Alcohol & Gambling Enforcement Division**
**445 Minnesota Street, 1600**
**St Paul , Minnesota 55101**
**651-201-7507**

**RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES**

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

**License Code:** ONSS **License Period Ending:** 12/31/2023 **Iden:** 61764

**Issuing Authority:** Windom

**Licensee Name:** Windom Duffy's Inc

**Trade Name:** Duffy's Bar & Grill

**Address:** 745 2nd Ave N
Windom, MN 56101

**Business Phone:** 507-832-8070

**License Fees:** **Off Sale:** $0.00 **On Sale:** $2,000.00 **Sunday:** $200.00

**By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.**

**Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
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5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

**Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).**

Craig T. Hoch 9/21/85 475-06-2685 9/15/23

Licensee Signature DOB SSN Date
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

11-1-2023

Police/Sheriff Signature Date
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

☑ The Licensee is requesting an Outdoor Sales/Service of Alcoholic Beverages Endorsement as required per City of Windom Code of Ordinances §118.051. The outdoor area is included and listed in the required liquor liability insurance for the premise.

**Minnesota Department of Public Safety**
**Alcohol & Gambling Enforcement Division**
**445 Minnesota Street, 1600**
**St Paul , Minnesota 55101**
**651-201-7507**

**RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES**

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

**License Code:** ONSS **License Period Ending:** 12/31/2023 **Iden:** 65969

**Issuing Authority:** Windom

**Licensee Name:** Plaza Jalisco II

**Trade Name:** Plaza Jalisco II

**Address:** 821 4th Ave
Windom, MN 56101

**Business Phone:** 507-832-8060

**License Fees:** **Off Sale:** $0.00 **On Sale:** $2,000.00 **Sunday:** $200.00

**By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.**

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08/03/76 478-33-6331 9/18/2023

Licensee Signature DOB SSN Date
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

11/1/2023

Police/Sheriff Signature Date
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**Minnesota Department of Public Safety**
**Alcohol & Gambling Enforcement Division**
**445 Minnesota Street, 1600**
**St Paul , Minnesota 55101**
**651-201-7507**

## RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

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Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

**License Code:** ONSS **License Period Ending:** 12/31/2023 **Iden:** 5049

**Issuing Authority:** Windom

**Licensee Name:** Windom Country Club Inc.

**Trade Name:** Windom Country Club

**Address:** 2825 Country Club Dr
Windom, MN 56101

**Business Phone:** 507-831-3489

**License Fees:** **Off Sale:** $0.00 **On Sale:** $2,000.00 **Sunday:** $200.00

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12/17/78 469-15-6269 10/03/23

Licensee Signature DOB SSN Date
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
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County Attorney Signature Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

11/1/2023

Police/Sheriff Signature Date
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**Minnesota Department of Public Safety**
**Alcohol & Gambling Enforcement Division**
**445 Minnesota Street, 1600**
**St Paul , Minnesota 55101**
**651-201-7507**

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**License Code:** MWNONSB **License Period Ending:** 12/31/2023 **Iden:** 70605

**Issuing Authority:** Windom

**Licensee Name:** Windstream Inns LLC

**Trade Name:** AmericInn

**Address:** 2270 Hwy 60
Windom, MN 56101

**Business Phone:** 507-832-8300

**License Fees:** **Off Sale:** $0.00 **On Sale:** $150.00 **Sunday:** $0.00

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Kathryne Ward 6/18/1986 464-77-1165 9/25/2023

Licensee Signature DOB SSN Date
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only(Signature certifies licensee is eligible for license).

[illegible] 11/1/2023

Police/Sheriff Signature Date
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**Alcohol & Gambling Enforcement Division**
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**License Code:** 3.2ONSS **License Period Ending:** 12/31/2023 **Iden:** 70606

**Issuing Authority:** Windom

**Licensee Name:** Windstream Inns LLC

**Trade Name:** AmericInn by Wyndham

**Address:** 2270 Hwy 60
Windom, MN 56101

**Business Phone:** 507-832-8300

**License Fees:** **Off Sale:** $0.00 **On Sale:** $150.00 **Sunday:** $0.00

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Kathrine Ward 6/18/1986 464-77-1165 9/20/2023
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CITY OF WINDOM

# INTOXICATING MALT LIQUOR (STRONG BEER) LICENSE AUTHORIZATION

Name of Applicant: WindStream Inns LLC

Home Address: 2270 Hwy 60 Windom Mn 56101

Business in connection with which the proposed license will operate:

AmericInn by Wyndham

Address of Business: 2270 Hwy 60 E. Windom Mn 56101

Required Minnesota Tax ID #: 0477247

Required Federal Tax ID #: 82-2425107

Applicant is (Owner), (Operator)

Name and address of Manager (if applicable) Kathryne Wood 722 2nd Ave Brewster Mn 56119

License fee of $100.00 must accompany this application.

I, the applicant, state that all statements in this application are true and correct. I further acknowledge that I am in receipt of section **118.048 ON-SALE WINE LICENSE REQUIRED** of the Windom City Code detailing license requirements.

Signed: Kathryne Wood

Date: 9/25/2023

Report of Investigation:

Approved by the City Council

star city FOR ECONOMIC DEVELOPMENT

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

Windom, MN

# Expense Approval Report
## By Fund

Payment Dates 10/14/2023 - 11/3/2023

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 100 - GENERAL** | | | | | |
| DIANAH NYANGAU | 03-08-23 | 03/14/2023 | CREDIT BALANCE REFUND | 100-20191 | 3.71 |
| SMITH APPLIANCE - HODKIN | 1324-3 | 10/16/2023 | CREDIT REFUND | 100-20191 | 108.55 |
| TITUS JAMES OBIDO | 15661-0 CREDIT | 07/12/2023 | CREDIT REFUND | 100-20191 | 4.67 |
| CRISTIAN E DE LUNA | 1836-2 | 10/13/2023 | CREDIT REFUND | 100-20191 | 56.93 |
| KATLUN W POHLMAN | 19501-5 | 10/16/2023 | CREDIT REFUND | 100-20191 | 11.60 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 100-20191 | 2.23 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 100-20191 | 2.16 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 100-20191 | 6.71 |
| JESSICA KLUEVER | 26926-3 | 10/13/2023 | CREDIT REFUNDS | 100-20191 | 62.47 |
| ASHLEY WILDE | 42796-9 | 10/13/2023 | CREDIT REFUNDS | 100-20191 | 4.32 |
| HOMETOWN SANITATION SER | 52754-0 | 10/16/2023 | CREDIT REFUND | 100-20191 | 75.52 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 100-20202 | 20,231.00 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 100-20202 | 37.00 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 100-20202 | 61.00 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 100-20202 | -27.52 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 100-20202 | 6,080.00 |
| | | | | | **26,720.35** |
| **Activity: 41110 - Mayor & Council** | | | | | |
| FLAHERTY & HOOD, P.A. | 20154 | 10/13/2023 | MAYOR COUNCIL/LEGAL FEE | 100-41110-304 | 1,920.00 |
| WINDOM COMMUNITY CENT | R2023158 | 10/26/2023 | MN SENATE HOUSING COMM | 100-41110-308 | 74.00 |
| WINDOM COMMUNITY CENT | R2023161 | 10/26/2023 | LEAGUE OF MN/MAJOR/COU | 100-41110-308 | 70.00 |
| CONVENT. & VISITOR BUREAU | OCT 2023 | 10/31/2023 | LODGINIG TAX/RED CARPET | 100-41110-491 | 965.90 |
| CONVENT. & VISITOR BUREAU | OCT 2023 | 10/31/2023 | LODGINIG TAX/AMERICINN | 100-41110-491 | 3,783.38 |
| | | | **Activity 41110 - Mayor & Council Total:** | | **6,813.28** |
| **Activity: 41310 - Administration** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 100-41310-131 | 9.00 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 100-41310-133 | 88.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 100-41310-133 | 88.00 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Property | 10/25/2023 | 2023 Unclaimed Property fee | 100-41310-200 | 1.00 |
| INDOFF, INC | 3679848 | 10/05/2023 | CITY OFFICE/SUPPLIES | 100-41310-200 | 97.14 |
| INDOFF, INC | 3681570 | 10/12/2023 | CITY HALL/SUPPLIES | 100-41310-200 | 177.66 |
| INDOFF, INC | 3684539 | 10/24/2023 | CITY HALL/SUPPLIES | 100-41310-200 | 68.36 |
| LEAGUE OF MN CITIES | 392444 | 10/24/2023 | ADOBE PROCESSING FEE | 100-41310-200 | 218.38 |
| ST LOUIS MRO, INC | 59746 | 10/24/2023 | CITY OF WINDOM/SUPPLIES | 100-41310-200 | 60.00 |
| WEX Health Inc | 0001825258-IN | 10/10/2023 | PARTICIPANT FEE | 100-41310-217 | 126.50 |
| CHERYL ULFERTS | 10-10-23 | 10/12/2023 | COOKIES/LMC MEETING/WCC | 100-41310-217 | 18.97 |
| SCHLENNER WENNER & CO | 5492.0 07-31-2023 | 10/26/2023 | CONSULTING & AUDITING | 100-41310-301 | 4,942.85 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 100-41310-321 | 405.14 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 100-41310-322 | 416.15 |
| | | | **Activity 41310 - Administration Total:** | | **6,717.15** |
| **Activity: 41910 - Building & Zoning** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 100-41910-131 | 1.80 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 100-41910-133 | 24.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 100-41910-133 | 24.00 |
| INDOFF, INC | 3686096 | 10/31/2023 | EDA/B&Z/SUPPLIES | 100-41910-200 | 36.62 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 100-41910-321 | 50.64 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 100-41910-322 | 21.79 |
| | | | **Activity 41910 - Building & Zoning Total:** | | **158.85** |
| **Activity: 41940 - City Hall** | | | | | |
| HOMETOWN SANITATION SER | 0000531727 | 10/09/2023 | CITY HALL/REFUSE DISPOSAL | 100-41940-384 | 108.99 |
| SCHWICKERT'S TECTA AMERIC | S510117217 | 10/24/2023 | CITY HALL/ROOF INSPECTION | 100-41940-402 | 325.00 |
| SANDRA HERDER | OCT 2023 | 10/31/2023 | CLEANING/CITY HALL | 100-41940-406 | 299.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| MELISSA PENAS | OCT 2023 | 10/31/2023 | CLEANING/CITY HALL | 100-41940-406 | 299.00 |
| | | | | **Activity 41940 - City Hall Total:** | **1,031.99** |
| **Activity: 42120 - Crime Control** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 100-42120-131 | 16.20 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 100-42120-133 | 176.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 100-42120-133 | 160.00 |
| INDOFF, INC | 3683632 | 10/19/2023 | POLICE/SUPPLIES | 100-42120-200 | 66.90 |
| KWIK TRIP INC & SUBSIDIARIE | SEPT 2023 | 10/18/2023 | MOTOR FUELS | 100-42120-212 | 367.75 |
| STREICHER'S, INC | I1660711 | 10/24/2023 | POLICE/UNIFORMS | 100-42120-218 | 1,475.98 |
| WINDOM AREA HEALTH | 319277951 | 10/12/2023 | POLICE/MEDICAL FEES | 100-42120-305 | 65.00 |
| MAYO CLINIC HEALTH SYSTEM | 700010123 | 10/17/2023 | POLICE/MEDICAL FEES | 100-42120-305 | 100.00 |
| HUNTER BRAUN | 652a505fd6a41 | 10/17/2023 | POLICE/EMR RECERT REGISTR | 100-42120-308 | 195.00 |
| LYNN LEMBCKE | 23-024 | 10/31/2023 | POLICE/DATA PROCESSING | 100-42120-326 | 1,000.00 |
| LEASE FINANCE PARTNERS | 3250 10-20-23 | 10/26/2023 | POLICE/DATA PROCESSING | 100-42120-326 | 398.00 |
| LANGUAGE LINE SERVICES, IN | 11119317 | 10/17/2023 | POLICE/INTERPRETATION FEE | 100-42120-327 | 87.68 |
| PROFORCE LAW ENFORCEME | 530517 | 10/12/2023 | POLICE/MAINTENANCE - OFFI | 100-42120-404 | 1,213.91 |
| CRYSTAL CLEAN CAR WASH LL | 1063 | 10/10/2023 | POLICE/MAINTENANCE - VEHI | 100-42120-405 | 158.00 |
| PAUL MARSH | 29214 | 10/19/2023 | POLICE/MAINTENANCE - VEHI | 100-42120-405 | 107.04 |
| PAUL MARSH | 29220 | 10/19/2023 | POLICE/MAINTENANCE - VEHI | 100-42120-405 | 27.46 |
| COTTONWOOD CO AUD/TREA | NOV 2023 | 10/17/2023 | RENT | 100-42120-412 | 2,050.00 |
| FLEET SERVICES DIVISION | 2024030001 | 10/17/2023 | POLICE/VEHICLE LEASE | 100-42120-419 | 1,717.66 |
| MN BUREAU OF CRIMINAL AP | 00000762031 | 10/12/2023 | POLICE/DUES | 100-42120-433 | 600.00 |
| AMAZON CAPITAL SERVICES, I | 1J47-JPVQ-3MTX | 10/17/2023 | POLICE/MISC | 100-42120-480 | 15.98 |
| | | | | **Activity 42120 - Crime Control Total:** | **9,998.56** |
| **Activity: 42220 - Fire Fighting** | | | | | |
| ARAMARK | 2560181974 | 10/10/2023 | FIRE/CLEANING/SUPPLIES | 100-42220-211 | 59.18 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 100-42220-321 | 101.29 |
| LUCAN COMMUNITY TV INC | 1682 | 10/24/2023 | FIRE/RADIO UNITS | 100-42220-323 | 385.00 |
| HOMETOWN SANITATION SER | 0000531784 | 10/09/2023 | FIRE/REFUSE DISPOSAL | 100-42220-384 | 43.50 |
| HEIMAN FIRE EQUIP. CO | 0925633-IN | 10/24/2023 | FIRE/MAINTENANCE - OFFICE | 100-42220-404 | 294.72 |
| O'REILLY AUTOMOTIVE, INC | 4425-385287 | 10/17/2023 | FIRE/MAINTENANCE - VEHICL | 100-42220-405 | 7.74 |
| O'REILLY AUTOMOTIVE, INC | 4425-385965 | 10/24/2023 | FIRE/MAINTENANCE - VEHICL | 100-42220-405 | 27.98 |
| SCHWICKERT'S TECTA AMERIC | S510117067 | 10/24/2023 | FIRE/MAINTENANCE - GROUN | 100-42220-406 | 90.00 |
| SCHWICKERT'S TECTA AMERIC | S510117222 | 10/24/2023 | FIRE/ROOF INSPECTION | 100-42220-406 | 276.00 |
| | | | | **Activity 42220 - Fire Fighting Total:** | **1,285.41** |
| **Activity: 42500 - Civil Defense** | | | | | |
| US GEOLOGICAL SURVEY | 91101931 | 09/21/2023 | 6000007870/WATER/SEWER | 100-42500-215 | 834.00 |
| | | | | **Activity 42500 - Civil Defense Total:** | **834.00** |
| **Activity: 42700 - Animal Control** | | | | | |
| COTTONWOOD VET CLINIC | 269967 | 10/05/2023 | CITY POUND/SERVICES | 100-42700-300 | 101.50 |
| | | | | **Activity 42700 - Animal Control Total:** | **101.50** |
| **Activity: 43100 - Streets** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 100-43100-131 | 7.20 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 100-43100-133 | 80.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 100-43100-133 | 80.00 |
| COUNTRY PRIDE SERVICE | 9026546 | 10/16/2023 | STREET/STREET MAINTENANC | 100-43100-224 | 60.00 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 100-43100-321 | 151.93 |
| MN DEPT OF LABOR & INDUS | ABR0310986X | 10/16/2023 | STREET/SERVICES | 100-43100-401 | 10.00 |
| SCHWICKERT'S TECTA AMERIC | S510117069 | 10/19/2023 | CITY HALL ROOF REPAIR | 100-43100-402 | 275.00 |
| COTTONWOOD CO AUD/TREA | 10-2-2023 | 10/24/2023 | 9TH AVE MILL & OVERLAY, PA | 100-43100-406 | 2,000.00 |
| COTTONWOOD CO AUD/TREA | 10-2-2023 | 10/24/2023 | 9TH AVE MILL & OVERLAY, PA | 100-43100-407 | 10,910.59 |
| | | | | **Activity 43100 - Streets Total:** | **13,574.72** |
| **Activity: 45202 - Park Areas** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 100-45202-131 | 1.80 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 100-45202-133 | 16.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 100-45202-133 | 16.00 |
| HOMETOWN SANITATION SER | 0000531728 | 10/09/2023 | STREET/REFUSE DISPOSAL | 100-45202-384 | 108.99 |
| HOMETOWN SANITATION SER | 0000531729 | 10/09/2023 | SQUARE/REFUSE DISPOSAL | 100-45202-384 | 62.98 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| HOMETOWN SANITATION SER | 0000531745 | 10/09/2023 | ISLAND PARK/REFUSE DISPOS | 100-45202-384 | 45.30 |
| HOMETOWN SANITATION SER | 0000531746 | 10/09/2023 | TEGELS/REFUSE DISPOSAL | 100-45202-384 | 39.98 |
| HOMETOWN SANITATION SER | 0000531747 | 10/09/2023 | WRA/REFUSE DISPOSAL | 100-45202-384 | 38.98 |
| HOMETOWN SANITATION SER | 0000531748 | 10/09/2023 | KASTLE KINGDOM/REFUSE DI | 100-45202-384 | 69.98 |
| HOMETOWN SANITATION SER | 0000531790 | 10/09/2023 | ABBY PARK/REFUSE DISPOSAL | 100-45202-384 | 21.98 |
| HOMETOWN SANITATION SER | 000531762 | 10/09/2023 | MAYFLOWER/REFUSE DISPOS | 100-45202-384 | 45.98 |
| KULSETH LAWN LANDSCAPE | 4110 | 10/31/2023 | STREET/LIONS SHELTER/CONC | 100-45202-402 | 1,600.00 |
| SCHILLING SUPPLY COMPANY | 928821-00 | 10/16/2023 | STREET/MAINTENANCE - STR | 100-45202-402 | 428.19 |
| SCHILLING SUPPLY COMPANY | 932334-00 | 10/16/2023 | STREET/MAINTENANCE - STR | 100-45202-402 | 483.00 |
| COUNTRY PRIDE SERVICE | 5593 | 10/23/2023 | STREET/MAINTENANCE - GRO | 100-45202-406 | 262.35 |
| | | | | **Activity 45202 - Park Areas Total:** | **3,241.51** |
| **Activity: 49980 - Debt Service** | | | | | |
| CITY OF WINDOM | 10-11-2023 | 10/11/2023 | CLOSE OUT 2007STREET IMPR | 100-49980-720 | 283,631.34 |
| | | | | **Activity 49980 - Debt Service Total:** | **283,631.34** |
| | | | | **Fund 100 - GENERAL Total:** | **354,108.66** |
| **Fund: 211 - LIBRARY** | | | | | |
| **Activity: 45501 - Library** | | | | | |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 211-45501-133 | 16.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 211-45501-133 | 16.00 |
| INDOFF, INC | 3683987 | 10/24/2023 | LIBRARY/SUPPLIES | 211-45501-200 | 18.16 |
| INDOFF, INC | 3685181 | 10/24/2023 | LIBRARY/SUPPLIES | 211-45501-200 | -6.98 |
| INDOFF, INC | 3685246 | 10/24/2023 | LIBRARY/SUPPLIES | 211-45501-200 | 6.78 |
| DEMCO | 7377694 | 10/12/2023 | LIBRARY/OPERATING SUPPLIE | 211-45501-217 | 289.03 |
| MELISSA PENAS | OCT 2023 | 10/31/2023 | CLEANING/LIBRARY | 211-45501-402 | 299.00 |
| SANDRA HERDER | OCT 2023 | 10/31/2023 | CLEANING/LIBRARY | 211-45501-402 | 299.00 |
| SCHWICKERT'S TECTA AMERIC | S510117068 | 10/19/2023 | LIBRARY/MAINTENANCE - STR | 211-45501-402 | 500.00 |
| SCHWICKERT'S TECTA AMERIC | S510117218 | 10/24/2023 | LIBRARY/ROOF INSPECTION | 211-45501-402 | 130.00 |
| MICROMARKETING, LLC | 506967 | 10/19/2023 | LIBRARY/BOOKS/PAMPHLETS | 211-45501-435 | 34.00 |
| | | | | **Activity 45501 - Library Total:** | **1,600.99** |
| | | | | **Fund 211 - LIBRARY Total:** | **1,600.99** |
| **Fund: 225 - AIRPORT** | | | | | |
| **Activity: 45127 - Airport** | | | | | |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 225-45127-217 | 1.19 |
| SOUTHWEST MN BROADBAN | 10-15-2023 | 10/18/2023 | AIRPORT/TELEPHONE | 225-45127-321 | 27.49 |
| MINNESOTA PETROLEUM SER | 0000132779 | 10/17/2023 | AIRPORT/MAINTENANCE | 225-45127-404 | 1,085.00 |
| SCHLENNER WENNER & CO | 5492.0 07-31-2023 | 10/26/2023 | CONSULTING & AUDITING | 225-45127-480 | 617.86 |
| | | | | **Activity 45127 - Airport Total:** | **1,731.54** |
| **Activity: 49950 - Capital Outlay** | | | | | |
| SEH | 454037 | 10/17/2023 | AIRPORT/CROSSWIND RUNW | 225-49950-500 | 7,260.00 |
| SCHRAMEL LAW OFFICE | OCT 16, 2023 | 10/24/2023 | CITY OF WINDOM/CROSSWIN | 225-49950-500 | 900.00 |
| | | | | **Activity 49950 - Capital Outlay Total:** | **8,160.00** |
| | | | | **Fund 225 - AIRPORT Total:** | **9,891.54** |
| **Fund: 230 - POOL** | | | | | |
| **Activity: 45124 - Pool** | | | | | |
| MN DEPT OF LABOR & INDUS | ABR0310991X | 10/24/2023 | ARENA/OPERATING SUPPLIES | 230-45124-217 | 10.00 |
| | | | | **Activity 45124 - Pool Total:** | **10.00** |
| | | | | **Fund 230 - POOL Total:** | **10.00** |
| **Fund: 235 - AMBULANCE** | | | | | |
| **Activity: 42153 - Ambulance** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 235-42153-131 | 1.80 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 235-42153-133 | 16.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 235-42153-133 | 16.00 |
| HOMETOWN SANITATION SER | 0000531784 | 10/09/2023 | AMBO/REFUSE DISPOSAL | 235-42153-217 | 43.49 |
| ARAMARK | 2560181974 | 10/10/2023 | AMBO/CLEANING/SUPPLIES | 235-42153-217 | 59.17 |
| LINDE GAS & EQUIPMENT INC | 38640309 | 10/12/2023 | AMBO/OTHER MERCHANDISE | 235-42153-261 | 599.33 |
| EMSRB | 00002121 | 10/12/2023 | AMBO/TRAINING & REGISTRA | 235-42153-308 | 534.00 |
| AT & T MOBILITY | 287304392280X10032023 | 10/13/2023 | AMBO/TELEPHONE | 235-42153-321 | 306.84 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 235-42153-321 | 202.57 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 235-42153-322 | 21.82 |
| DAN MESNER | 10-12-23 | 10/16/2023 | AMBO/MEALS | 235-42153-334 | 25.19 |
| TIM HACKER | 10-15-23 | 10/16/2023 | AMBO/MEALS | 235-42153-334 | 28.45 |
| MEGAN BRAMSTEDT | 10-16-23 - 10-29-23 | 10/31/2023 | AMBO/MEALS | 235-42153-334 | 49.59 |
| KRISTEN PORATH | 10-17-23 - 10-25-23 | 10/31/2023 | AMBO/MEALS | 235-42153-334 | 104.13 |
| REBEKAH ELLINGSON | 10-18-23 | 10/31/2023 | AMBO/MEALS | 235-42153-334 | 3.88 |
| ROB VISKER | 10-19-23 - 10-26-23 | 10/31/2023 | AMBO/MEALS | 235-42153-334 | 90.84 |
| JIM AXFORD | 10-21-23 - 10-26-23 | 10/31/2023 | AMBO/MEALS | 235-42153-334 | 68.17 |
| KRISTEN PORATH | 10-2-23 - 10-6-23 | 10/16/2023 | AMBO/MEALS | 235-42153-334 | 94.94 |
| DAN MESNER | 10-26-23 - 10-29-23 | 10/31/2023 | AMBO/MEALS | 235-42153-334 | 36.34 |
| JUSTIN HARRINGTON | 10-3-23 | 10/16/2023 | AMBO/MEALS | 235-42153-334 | 31.32 |
| JODI JOHNSON | 10-7-23 - 10-8-23 | 10/16/2023 | AMBO/MEALS | 235-42153-334 | 57.51 |
| AMAZON CAPITAL SERVICES, I | 1YCF-JYD7-7LWX | 09/28/2023 | AMBO/MAINTENANCE - VEHI | 235-42153-405 | 87.76 |
| PAUL MARSH | 29093 | 10/16/2023 | AMBO/MAINTENANCE - VEHI | 235-42153-405 | 321.96 |
| SIRIUS XM RADIO INC | X7-1981716058 | 10/23/2023 | AMBO/MAINTENANCE - VEHI | 235-42153-405 | 18.15 |
| SCHWICKERT'S TECTA AMERIC | S510117067 | 10/24/2023 | AMBO/MAINTENANCE - GRO | 235-42153-406 | 60.00 |
| SCHWICKERT'S TECTA AMERIC | S510117222 | 10/24/2023 | AMBO/ROOF INSPECTION | 235-42153-406 | 184.00 |
| | | | | **Activity 42153 - Ambulance Total:** | **3,063.25** |
| | | | | **Fund 235 - AMBULANCE Total:** | **3,063.25** |
| **Fund: 250 - EDA GENERAL** | | | | | |
| **Activity: 46520 - EDA** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 250-46520-131 | 1.80 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 250-46520-133 | 24.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 250-46520-133 | 24.00 |
| INDOFF, INC | 3686096 | 10/31/2023 | EDA/SUPPLIES | 250-46520-200 | 36.61 |
| LEAGUE OF MN CITIES | 392444 | 10/24/2023 | ADOBE PROCESSING FEE | 250-46520-200 | 109.19 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 250-46520-321 | 101.29 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 250-46520-322 | 1.87 |
| | | | | **Activity 46520 - EDA Total:** | **298.76** |
| | | | | **Fund 250 - EDA GENERAL Total:** | **298.76** |
| **Fund: 274 - TIF 1-19 NWIP II** | | | | | |
| **Activity: 46530 - TIF Districts** | | | | | |
| SCHLENNER WENNER & CO | 5492.0 07-31-2023 | 10/26/2023 | CONSULTING & AUDITING | 274-46530-301 | 617.86 |
| | | | | **Activity 46530 - TIF Districts Total:** | **617.86** |
| | | | | **Fund 274 - TIF 1-19 NWIP II Total:** | **617.86** |
| **Fund: 401 - GENERAL CAPITAL PROJECTS** | | | | | |
| **Activity: 49950 - Capital Outlay** | | | | | |
| PROFORCE LAW ENFORCEME | 530517 | 10/12/2023 | POLICE/MAINTENANCE - OFFI | 401-49950-501 | 1,000.00 |
| CITY OF WINDOM | INV01820 | 11/01/2023 | CITY WETERANS MEMORIAL | 401-49950-504 | 235.55 |
| | | | | **Activity 49950 - Capital Outlay Total:** | **1,235.55** |
| | | | | **Fund 401 - GENERAL CAPITAL PROJECTS Total:** | **1,235.55** |
| **Fund: 601 - WATER** | | | | | |
| **Activity: 49400 - Water** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 601-49400-131 | 5.40 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 601-49400-133 | 48.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 601-49400-133 | 48.00 |
| LEAGUE OF MN CITIES | 392166 | 10/26/2023 | WATER/ADOBE | 601-49400-200 | 102.94 |
| DACOTAH PAPER CO | 66155 | 10/26/2023 | WATER/CLEANING/SUPPLIES | 601-49400-211 | 270.18 |
| MN VALLEY TESTING | 1220481 | 10/09/2023 | WATER/LAB TESTING | 601-49400-310 | 85.25 |
| GOPHER STATE ONE CALL | 3090846 | 10/09/2023 | LOCATES | 601-49400-321 | 24.64 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 601-49400-321 | 151.93 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 601-49400-322 | 128.11 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | POSTAGE | 601-49400-322 | 256.27 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 601-49400-326 | 517.50 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 601-49400-326 | 876.77 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | PROCESSING | 601-49400-326 | 161.44 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | INSERTS | 601-49400-350 | 83.71 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| ITRON INC. | 662212 | 10/24/2023 | WATER/MAINTENANCE - OFFI | 601-49400-404 | 755.75 |
| US GEOLOGICAL SURVEY | 91101931 | 09/21/2023 | 6000007870/WATER | 601-49400-404 | 278.00 |
| SCOTT VEENKER | 30074 | 10/09/2023 | WATER/MAINTENANCE - DIST | 601-49400-408 | 119.04 |
| METRON FARNIER, LLC | 39014 | 10/26/2023 | WATER/MAINTENANCE - DIST | 601-49400-408 | 3,683.20 |
| METRON FARNIER, LLC | 39053 | 10/26/2023 | WATER/MAINTENANCE - DIST | 601-49400-408 | 1,305.33 |
| CORE & MAIN LP | T687069 | 10/26/2023 | WATER/MAINTENANCE - DIST | 601-49400-408 | 1,621.25 |
| SW/WC SERVICE COOPERATIV | NOV 2023 | 11/01/2023 | HEALTH INSURANCE | 601-49400-480 | 862.98 |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 601-49400-480 | 1.80 |
| | | | | **Activity 49400 - Water Total:** | **11,387.49** |
| | | | | **Fund 601 - WATER Total:** | **11,387.49** |
| **Fund: 602 - SEWER** | | | | | |
| DGR ENGINEERING | 00263779 | 10/26/2023 | SEWER/CIP ROLLING GREEN P | 602-16300 | 7,759.75 |
| | | | | | **7,759.75** |
| **Activity: 49450 - Sewer** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 602-49450-131 | 1.80 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 602-49450-133 | 32.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 602-49450-133 | 32.00 |
| DACOTAH PAPER CO | 66155 | 10/26/2023 | SEWER/CLEANING/SUPPLIES | 602-49450-211 | 270.18 |
| MN VALLEY TESTING | 1219279 | 10/09/2023 | SEWER/LAB TESTING | 602-49450-310 | 200.86 |
| MN VALLEY TESTING | 1219300 | 10/09/2023 | SEWER/LAB TESTING | 602-49450-310 | 324.06 |
| MN VALLEY TESTING | 1219316 | 10/09/2023 | SEWER/LAB TESTING | 602-49450-310 | 130.46 |
| MN VALLEY TESTING | 1219667 | 10/09/2023 | SEWER/LAB TESTING | 602-49450-310 | 200.86 |
| MN VALLEY TESTING | 1220038 | 10/09/2023 | SEWER/LAB TESTING | 602-49450-310 | 130.46 |
| MN VALLEY TESTING | 1220377 | 10/09/2023 | SEWER/LAB TESTING | 602-49450-310 | 324.06 |
| MN VALLEY TESTING | 1220841 | 10/12/2023 | SEWER/LAB TESTING | 602-49450-310 | 200.86 |
| MN VALLEY TESTING | 1220845 | 10/12/2023 | SEWER/LAB TESTING | 602-49450-310 | 155.76 |
| MN VALLEY TESTING | 1221374 | 10/17/2023 | SEWER/LAB TESTING | 602-49450-310 | 324.06 |
| MN VALLEY TESTING | 1221388 | 10/17/2023 | SEWER/LAB TESTING | 602-49450-310 | 130.46 |
| GOPHER STATE ONE CALL | 3090846 | 10/09/2023 | LOCATES | 602-49450-321 | 24.64 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 602-49450-321 | 101.29 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 602-49450-322 | 1.34 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 602-49450-322 | 128.11 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | POSTAGE | 602-49450-322 | 256.27 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 602-49450-326 | 876.78 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 602-49450-326 | 517.50 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | PROCESSING | 602-49450-326 | 161.44 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | INSERTS | 602-49450-350 | 83.71 |
| HOMETOWN SANITATION SER | 0000531731 | 10/09/2023 | WASTEWATER/REFUSE DISPO | 602-49450-384 | 113.98 |
| SCHWICKERT'S TECTA AMERIC | S510117072 | 10/26/2023 | SEWER/MAINTENANCE - STR | 602-49450-402 | 500.00 |
| SCHWICKERT'S TECTA AMERIC | S510117220 | 10/24/2023 | SEWER//ROOF INSPECTION | 602-49450-402 | 160.00 |
| SCHWICKERT'S TECTA AMERIC | S510117221 | 10/24/2023 | WWTP/ROOF INSPECTION | 602-49450-402 | 200.00 |
| BDG, INC. - FLEXIBLE PIPE TO | 29263 | 10/09/2023 | SEWER/MAINTENANCE - OFFI | 602-49450-404 | 203.10 |
| ITRON INC. | 662212 | 10/24/2023 | SEWER/MAINTENANCE - OFFI | 602-49450-404 | 755.76 |
| US GEOLOGICAL SURVEY | 91101931 | 09/21/2023 | 6000007870/SEWER | 602-49450-404 | 278.00 |
| BDG, INC. - FLEXIBLE PIPE TO | 29245 | 10/09/2023 | SEWER/MAINTENANCE - DIST | 602-49450-408 | 1,745.05 |
| | | | | **Activity 49450 - Sewer Total:** | **8,564.85** |
| | | | | **Fund 602 - SEWER Total:** | **16,324.60** |
| **Fund: 604 - ELECTRIC** | | | | | |
| MBS - MULTI-BANK SECURITIE | 173189 | 10/18/2023 | 3 MONTH 5.35% CD THE FIRS | 604-10400 | 246,000.00 |
| ELECTRIC FUND | # 487 RETURN | 10/12/2023 | EL/1105 1ST AVE N/INVENTO | 604-14200 | 471.08 |
| ELECTRIC FUND | # 489 RETURN | 10/23/2023 | EL/INVENTORY/1105 1ST AVE | 604-14200 | 14.08 |
| ELECTRIC FUND | # 491 RETURN | 10/27/2023 | EL/INVENTORY | 604-14200 | 91.73 |
| ELECTRIC FUND | #488 RETURN | 10/17/2023 | EL/1105 1ST AVE NORTH | 604-14200 | 33.54 |
| RESCO - RURAL ELECTRIC SUP | 3006913 | 10/06/2023 | EL/INVENTORY | 604-14200 | 501.90 |
| DAKOTA SUPPLY GROUP | S103026171.003 | 10/23/2023 | EL/INVENTORY | 604-14200 | 416.25 |
| DGR ENGINEERING | 00263516 | 10/31/2023 | EL/TRUCK GARAGE | 604-16200 | 5,541.77 |
| ELECTRIC FUND | # 821 | 10/12/2023 | EL/EAST HILL | 604-16300 | 464.98 |
| ELECTRIC FUND | # 824 | 10/17/2023 | EL/EAST HILL | 604-16300 | 19.52 |
| ELECTRIC FUND | # 825 | 10/23/2023 | EL/EAST HILL CONTRUCTION | 604-16300 | 103.28 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| ELECTRIC FUND | 10-16-2023 - 10-29-2023 | 10/31/2023 | EL/EAST HILL | 604-16300 | 17,479.08 |
| ELECTRIC FUND | 10-2-23 - 10-15-23 | 10/17/2023 | EL/EAST HILL 4 | 604-16300 | 15,959.16 |
| CLARK EQUIPMENT CO | 3521400 | 10/06/2023 | EL/MACHINERY | 604-16400 | 60,327.20 |
| DGR ENGINEERING | 00263514 | 10/27/2023 | EL/TRANSMISSION LINE | 604-16480 | 3,537.25 |
| DGR ENGINEERING | 00263515 | 10/27/2023 | EL/GENERATION BLDG | 604-16480 | 12,216.64 |
| UNION PACIFIC RAILROAD CO | 329431799 | 10/31/2023 | TRANSMISSION PROJECT | 604-16480 | 755.00 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 604-20202 | 1.00 |
| LEORA PAPLOW | 10764-4 | 10/16/2023 | UTILITY DEPOSIT REFUND | 604-22000 | 300.00 |
| TITUS JAMES OBIDO | 15661-0 | 07/12/2023 | DEPOSIT REFUND | 604-22000 | 300.00 |
| DANIEL CORY | 17161-9 | 07/12/2023 | DEPOSIT REFUND | 604-22000 | 300.00 |
| JOSE BERLIN CANTERO CARD | 17709-1 | 08/14/2023 | DEPOSIT REFUND | 604-22000 | 300.00 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 117.71 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 105.46 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 206.57 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 33.24 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 10.36 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 50.44 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 274.12 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 283.33 |
| MN DEPT OF COMMERCE | 2023 Unclaimed Prop | 10/26/2023 | 2023 Unclaimed Property | 604-22000 | 300.00 |
| TYLER C MAU | 26922-9 | 03/14/2023 | REFUND/UTILITY PREPAYMEN | 604-22000 | 300.00 |
| RYAN BARRY | 39725-7 | 10/16/2023 | UTILITY DEPOSIT REFUND | 604-22000 | 300.00 |
| ROGER MORPHEW ESTATE | 41232-6 | 08/16/2021 | ELECTRIC UTILITY PREPAYMEN | 604-22000 | 300.00 |
| ERIN THIESSEN | 46594-3 | 12/21/2021 | EL/PREPAYMENT REFUND | 604-22000 | 300.00 |
| ENCARNACION LOPEZ ZETINO | 47146-3 | 10/16/2023 | DEPOSIT REFUND | 604-22000 | 300.00 |
| ANDREW BOECKMAN | 47659-3 | 10/12/2022 | UTLITIY DEPOSIT | 604-22000 | 300.00 |
| ANA MARIA MACIN MENDOZ | 47916-5 | 10/16/2023 | UTILITY DEPOSIT REFUND | 604-22000 | 300.00 |
| ZACHARY D HOFFMANN | 52524-2 | 10/16/2023 | UTILITY DEPOSIT REFUND | 604-22000 | 300.00 |
| EDITH JESSENIA BEHR | 55594-2 | 01/17/2023 | ELECTRIC PREPAYMENT REFU | 604-22000 | 300.00 |
| MORELIA MONTANO | 61228-2 | 07/12/2023 | DEPOSIT REFUND | 604-22000 | 284.22 |
| VICENTE BREA MARTINEZ | 63021-7 | 10/16/2023 | UTILITY DEPOSIT REFUND | 604-22000 | 296.32 |
| JOSE G PATINO MEDINA | 65069-7 | 10/16/2023 | UTILITY DEPOSIT REFUND | 604-22000 | 249.99 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 604-37460 | 27.52 |
| | | | | | **370,072.74** |
| **Activity: 49550 - Electric** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 604-49550-131 | 9.00 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 604-49550-133 | 88.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 604-49550-133 | 88.00 |
| AMAZON CAPITAL SERVICES, I | 13YM-9VNV-PD49 | 10/12/2023 | EL/SUPPLIES | 604-49550-200 | 65.96 |
| FRANKS SHOE REPAIR | 10-13-23 | 10/24/2023 | EL/UNIFORMS | 604-49550-218 | 242.00 |
| CMP - CENTRAL MUNICIPAL P | 7583 | 10/12/2023 | EL/ENERGY | 604-49550-263 | 28,380.96 |
| CMP - CENTRAL MUNICIPAL P | 7583 | 10/12/2023 | EL/TRANSMISSION | 604-49550-263 | 154,546.89 |
| DEPARTMENT OF ENERGY | BFPB000900923 | 10/06/2023 | EL/MERCHANDISE FOR RESAL | 604-49550-263 | 97,701.38 |
| GOPHER STATE ONE CALL | 3090846 | 10/09/2023 | LOCATES | 604-49550-321 | 24.64 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 604-49550-321 | 253.22 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 604-49550-322 | 6.53 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 604-49550-322 | 128.11 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | POSTAGE | 604-49550-322 | 256.28 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 604-49550-326 | 1,753.54 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 604-49550-326 | 1,035.00 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | PROCESSING | 604-49550-326 | 161.44 |
| STEVE NASBY | OCT 18, 2023 | 10/24/2023 | TRAVEL EXPENSE | 604-49550-331 | 169.65 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | INSERTS | 604-49550-350 | 83.71 |
| HOMETOWN SANITATION SER | 0000531732 | 10/09/2023 | EL/REFUSE DISPOSAL | 604-49550-384 | 111.98 |
| ITRON INC. | 662212 | 10/24/2023 | EL/MAINTENANCE - OFFICE | 604-49550-404 | 755.75 |
| WINDOM TOWING LLC | 10210 | 09/26/2023 | EL/MAINTENANCE - VEHICLE | 604-49550-405 | 151.34 |
| ELECTRIC FUND | # 823 | 10/17/2023 | EL/MAINTENANCE - DISTRIBU | 604-49550-408 | 54.56 |
| ELECTRIC FUND | # 826 | 10/31/2023 | EL/DISTRIBUTION | 604-49550-408 | 235.43 |
| ELECTRIC FUND | # 827 | 10/31/2023 | EL/TRUCK STOCK | 604-49550-408 | 120.11 |
| MINNESOTA PETROLEUM SER | 0000132778 | 10/24/2023 | EL/MAINTENANCE - GENERAT | 604-49550-410 | 696.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| ELECTRIC FUND | # 822 | 10/12/2023 | EL/MAINTENANCE - TRANSMI | 604-49550-413 | 48.48 |
| HAROLD CRISPIN | 10-23-23 | 10/23/2023 | EL/CONSERVATION - ENERGY | 604-49550-450 | 275.00 |
| LEAH GARMS | 10-25-23 | 10/27/2023 | EL/CONSERVATION - ENERGY | 604-49550-450 | 350.00 |
| JERRY PULLAR | 10-26-23 | 10/26/2023 | EL/CONSERVATION - ENERGY | 604-49550-450 | 300.00 |
| CMP - CENTRAL MUNICIPAL P | 7583 | 10/12/2023 | EL/CIP | 604-49550-450 | 3,610.30 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 604-49550-460 | 241.00 |
| | | | | **Activity 49550 - Electric Total:** | **291,944.26** |
| | | | | **Fund 604 - ELECTRIC Total:** | **662,017.00** |
| **Fund: 609 - LIQUOR STORE** | | | | | |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 609-20202 | 18,001.00 |
| | | | | | **18,001.00** |
| **Activity: 49751 - Liquor Store** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 609-49751-131 | 3.60 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 609-49751-133 | 32.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 609-49751-133 | 32.00 |
| ARAMARK | 2560184373 | 10/17/2023 | LIQUOR S/SUPPLIES | 609-49751-211 | 66.38 |
| MN DEPT OF EMPLY & ECON | 07973084 3rd Qtr 2023 | 10/13/2023 | LIQUOR S/WCC/OPERATING S | 609-49751-217 | 222.87 |
| AH HERMEL COMPANY | 992684/992684 | 10/05/2023 | LIQUOR S/OPERATING SUPPLI | 609-49751-217 | 125.77 |
| VINOCOPIA, INC | 0336877-IN | 10/05/2023 | LIQUOR S/LIQOUR/BEER/FREI | 609-49751-251 | 162.00 |
| BREAKTHRU BEVERAGE MN | 112550489 | 10/17/2023 | LIQUOR S/LIQUOR/MERCHAN | 609-49751-251 | 2,368.29 |
| DOLL DISTRIBUTING, LLC | 1346509 | 10/05/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-251 | 55.50 |
| DOLL DISTRIBUTING, LLC | 1351542 | 10/12/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-251 | 84.30 |
| DOLL DISTRIBUTING, LLC | 1356587 | 10/17/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-251 | 80.38 |
| SOUTHERN GLAZER'S OF MN | 2393027 | 09/25/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 4,406.71 |
| SOUTHERN GLAZER'S OF MN | 2395622 | 10/05/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 958.06 |
| JOHNSON BROS. | 2397478 | 10/12/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 562.80 |
| SOUTHERN GLAZER'S OF MN | 2398141 | 10/12/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 2,391.62 |
| SOUTHERN GLAZER'S OF MN | 2400697 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 795.03 |
| JOHNSON BROS. | 2401858 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 3,653.49 |
| JOHNSON BROS. | 2406432 | 10/23/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 1,671.75 |
| JOHNSON BROS. | 270645 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | -360.00 |
| BEVERAGE WHOLESALERS | 295357 | 10/12/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-251 | 54.00 |
| BEVERAGE WHOLESALERS | 296401 | 10/17/2023 | LIQUOR S/LIQUOR/BEER | 609-49751-251 | 638.00 |
| PHILLIPS WINE & SPIRITS | 510877 | 10/23/2023 | LIQUOR S/LIQUOR/WINE | 609-49751-251 | -6.00 |
| PHILLIPS WINE & SPIRITS | 510878 | 10/23/2023 | LIQUOR S/LIQUOR | 609-49751-251 | -10.38 |
| PHILLIPS WINE & SPIRITS | 510879 | 10/23/2023 | LIQUOR S/LIQUOR | 609-49751-251 | -2.25 |
| PHILLIPS WINE & SPIRITS | 6669344 | 10/12/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 1,616.40 |
| PHILLIPS WINE & SPIRITS | 6672892 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 1,935.93 |
| PHILLIPS WINE & SPIRITS | 6676552 | 10/23/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 1,285.60 |
| LOST SANITY BREWING LLC | 000666 | 10/23/2023 | LIQUOR S/BEER | 609-49751-252 | 355.00 |
| DOLL DISTRIBUTING, LLC | 1343771 | 10/23/2023 | LIQUOR S/BEER | 609-49751-252 | -58.70 |
| DOLL DISTRIBUTING, LLC | 1343772 | 10/23/2023 | LIQUOR S/BEER | 609-49751-252 | 82.50 |
| DOLL DISTRIBUTING, LLC | 1346507 | 10/05/2023 | LIQUOR S/BEER | 609-49751-252 | 292.00 |
| DOLL DISTRIBUTING, LLC | 1346509 | 10/05/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-252 | 12,425.62 |
| DOLL DISTRIBUTING, LLC | 1351542 | 10/12/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-252 | 6,430.15 |
| DOLL DISTRIBUTING, LLC | 1351544 | 10/12/2023 | LIQUOR S/BEER | 609-49751-252 | 292.00 |
| DOLL DISTRIBUTING, LLC | 1356586 | 10/17/2023 | LIQUOR S/BEER | 609-49751-252 | 576.15 |
| DOLL DISTRIBUTING, LLC | 1356587 | 10/17/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-252 | 3,098.05 |
| DOLL DISTRIBUTING, LLC | 1361435 | 10/23/2023 | LIQUOR S/BEER/NON-ALCOLI | 609-49751-252 | 4,996.10 |
| JOHNSON BROS. | 271429 | 10/23/2023 | LIQUOR S/BEER | 609-49751-252 | -7.50 |
| BEVERAGE WHOLESALERS | 295357 | 10/12/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-252 | 3,257.05 |
| BEVERAGE WHOLESALERS | 296401 | 10/17/2023 | LIQUOR S/LIQUOR/BEER | 609-49751-252 | 4,369.62 |
| BEVERAGE WHOLESALERS | 297442 | 10/23/2023 | LIQUOR S/BEER | 609-49751-252 | -30.00 |
| BEVERAGE WHOLESALERS | 297443 | 10/23/2023 | LIQUOR S/BEER/NON-ALCOLI | 609-49751-252 | 6,218.90 |
| BEVERAGE WHOLESALERS | 297443-C | 10/23/2023 | LIQUOR S/BEER | 609-49751-252 | -9.60 |
| BEVERAGE WHOLESALERS | 297882 | 10/23/2023 | LIQUOR S/BEER | 609-49751-252 | 17.00 |
| ARTISAN BEER COMPANY | 3632807 | 10/12/2023 | LIQUOR S/BEER | 609-49751-252 | 325.00 |
| ARTISAN BEER COMPANY | 3634269 | 10/17/2023 | LIQUOR S/BEER | 609-49751-252 | 443.05 |
| ARTISAN BEER COMPANY | 3635694 | 10/23/2023 | LIQUOR S/BEER | 609-49751-252 | 104.55 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| DOLL DISTRIBUTING, LLC | 609252 | 10/17/2023 | LIQUOR S/BEER | 609-49751-252 | -60.00 |
| VINOCOPIA, INC | 0336877-IN | 10/05/2023 | LIQUOR S/LIQOUR/BEER/FREI | 609-49751-253 | 176.00 |
| BREAKTHRU BEVERAGE MN | 112550489 | 10/17/2023 | LIQUOR S/LIQUOR/MERCHAN | 609-49751-253 | 524.00 |
| SOUTHERN GLAZER'S OF MN | 2393028 | 09/25/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 352.00 |
| SOUTHERN GLAZER'S OF MN | 2395623 | 10/05/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 303.92 |
| JOHNSON BROS. | 2397479 | 10/12/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 628.54 |
| SOUTHERN GLAZER'S OF MN | 2400698 | 10/17/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 56.00 |
| JOHNSON BROS. | 2401859 | 10/17/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 1,166.00 |
| JOHNSON BROS. | 2406433 | 10/23/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 853.00 |
| ROUND LAKE VINEYARDS & W | 3987 | 10/05/2023 | LIQUOR S/WINE | 609-49751-253 | 187.50 |
| PHILLIPS WINE & SPIRITS | 510877 | 10/23/2023 | LIQUOR S/LIQUOR/WINE | 609-49751-253 | -14.86 |
| PHILLIPS WINE & SPIRITS | 510880 | 10/23/2023 | LIQUOR S/WINE | 609-49751-253 | -52.00 |
| PHILLIPS WINE & SPIRITS | 6669345 | 10/12/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 926.50 |
| PHILLIPS WINE & SPIRITS | 6672893 | 10/17/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 272.10 |
| PHILLIPS WINE & SPIRITS | 6676553 | 10/23/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 395.50 |
| BREAKTHRU BEVERAGE MN | 112550489 | 10/17/2023 | LIQUOR S/LIQUOR/MERCHAN | 609-49751-254 | 48.00 |
| BEVERAGE WHOLESALERS | 297444 | 10/23/2023 | LIQUOR S/SOFT DRINKS & MI | 609-49751-254 | 120.50 |
| ATLANTIC COCA-COLA | 4195360 | 10/17/2023 | LIQUOR S/SOFT DRINKS & MI | 609-49751-254 | 152.00 |
| ATLANTIC COCA-COLA | 4234284 | 10/23/2023 | LIQUOR S/SOFT DRINKS & MI | 609-49751-254 | 177.00 |
| RED BULL DISTRIBUTION CO, I | 5007842591 | 10/12/2023 | LIQUOR S/SOFT DRINKS & MI | 609-49751-254 | 116.64 |
| AH HERMEL COMPANY | 992682/992682 | 10/05/2023 | LIQUOR S/MERCHANDISE/FRE | 609-49751-254 | 42.90 |
| AH HERMEL COMPANY | 992682/992682 | 10/05/2023 | LIQUOR S/MERCHANDISE/FRE | 609-49751-256 | 217.34 |
| HOME CITY ICE COMPANY | 6782230807 | 10/26/2023 | LIQUOR S/ICE/FREIGHT | 609-49751-257 | 135.14 |
| HOME CITY ICE COMPANY | 7053230511 | 10/17/2023 | LIQUOR S/ICE/FREIGHT | 609-49751-257 | 90.70 |
| DOLL DISTRIBUTING, LLC | 1346509 | 10/05/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-259 | 255.25 |
| DOLL DISTRIBUTING, LLC | 1351542 | 10/12/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-259 | 167.50 |
| DOLL DISTRIBUTING, LLC | 1356587 | 10/17/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-259 | 186.40 |
| DOLL DISTRIBUTING, LLC | 1361435 | 10/23/2023 | LIQUOR S/BEER/NON-ALCOLI | 609-49751-259 | 27.45 |
| BEVERAGE WHOLESALERS | 295357 | 10/12/2023 | LIQUOR S/LIQUOR/BEER/NON | 609-49751-259 | 58.75 |
| BEVERAGE WHOLESALERS | 297443 | 10/23/2023 | LIQUOR S/BEER/NON-ALCOLI | 609-49751-259 | 104.60 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 609-49751-321 | 151.93 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 609-49751-322 | 11.26 |
| VINOCOPIA, INC | 0336877-IN | 10/05/2023 | LIQUOR S/LIQOUR/BEER/FREI | 609-49751-333 | 10.00 |
| BREAKTHRU BEVERAGE MN | 112550489 | 10/17/2023 | LIQUOR S/LIQUOR/MERCHAN | 609-49751-333 | 41.01 |
| SOUTHERN GLAZER'S OF MN | 2393027 | 09/25/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 76.79 |
| SOUTHERN GLAZER'S OF MN | 2393028 | 09/25/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 6.49 |
| SOUTHERN GLAZER'S OF MN | 2395622 | 10/05/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 12.51 |
| SOUTHERN GLAZER'S OF MN | 2395623 | 10/05/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 4.27 |
| JOHNSON BROS. | 2397478 | 10/12/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 6.44 |
| JOHNSON BROS. | 2397479 | 10/12/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 18.27 |
| SOUTHERN GLAZER'S OF MN | 2398141 | 10/12/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 39.67 |
| SOUTHERN GLAZER'S OF MN | 2400697 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 6.15 |
| SOUTHERN GLAZER'S OF MN | 2400698 | 10/17/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 2.05 |
| JOHNSON BROS. | 2401858 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 47.73 |
| JOHNSON BROS. | 2401859 | 10/17/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 36.89 |
| JOHNSON BROS. | 2406432 | 10/23/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 18.53 |
| JOHNSON BROS. | 2406433 | 10/23/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 24.36 |
| JOHNSON BROS. | 270645 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | -0.50 |
| SOUTHERN GLAZER'S OF MN | 5103158 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 4.91 |
| PHILLIPS WINE & SPIRITS | 6669344 | 10/12/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 20.98 |
| PHILLIPS WINE & SPIRITS | 6669345 | 10/12/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 28.42 |
| PHILLIPS WINE & SPIRITS | 6672892 | 10/17/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 25.55 |
| PHILLIPS WINE & SPIRITS | 6672893 | 10/17/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 8.29 |
| PHILLIPS WINE & SPIRITS | 6676552 | 10/23/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 12.70 |
| PHILLIPS WINE & SPIRITS | 6676553 | 10/23/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 14.21 |
| HOME CITY ICE COMPANY | 6782230807 | 10/26/2023 | LIQUOR S/ICE/FREIGHT | 609-49751-333 | 5.25 |
| HOME CITY ICE COMPANY | 7053230511 | 10/17/2023 | LIQUOR S/ICE/FREIGHT | 609-49751-333 | 5.25 |
| AH HERMEL COMPANY | 992682/992682 | 10/05/2023 | LIQUOR S/MERCHANDISE/FRE | 609-49751-333 | 8.95 |
| KDOM RADIO | 0229 9-30-23 | 10/05/2023 | LIQUOR S/ADVERTISING | 609-49751-340 | 1,489.30 |
| COMMUNITY FIRST BROADCA | 101449 9-30-2023 | 10/12/2023 | LIQUOR S/ADVERTISING | 609-49751-340 | 375.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| HOMETOWN SANITATION SER | 0000531730 | 10/09/2023 | LIQUOR S/REFUSE DISPOSAL | 609-49751-384 | 183.99 |
| CITY OF WINDOM | 11-8-23 | 10/26/2023 | LIQUOR S/LICENSE FEES | 609-49751-444 | 20.00 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 609-49751-460 | 20.00 |
| O'MALLEY'S STORAGE AND RE | 3096 | 10/23/2023 | LIQUOR S/MISC | 609-49751-480 | 200.00 |
| | | | | **Activity 49751 - Liquor Store Total:** | **76,551.81** |
| | | | | **Fund 609 - LIQUOR STORE Total:** | **94,552.81** |

**Fund: 614 - TELECOM**

**Activity: 49870 - Telecom**

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 614-49870-131 | 9.00 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 614-49870-133 | 80.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 614-49870-133 | 80.00 |
| LEAGUE OF MN CITIES | 392444 | 10/24/2023 | ADOBE PROCESSING FEE | 614-49870-200 | 109.19 |
| CITY LAUNDERING CO. | 1935746 | 10/05/2023 | TELECOM/CLEANING | 614-49870-211 | 21.38 |
| CITY LAUNDERING CO. | 1940355 | 10/10/2023 | TELECOM/CLEANING/SUPPLIE | 614-49870-211 | 21.38 |
| AMAZON CAPITAL SERVICES, I | 1MX1-H4MF-1PDV | 10/26/2023 | TELECOM/UTILITY SYSTEM | 614-49870-227 | 786.25 |
| MONTCLAIR FIBER OPTICS, IN | IN0009268 | 10/26/2023 | TELECOM/UTILITY SYSTEM | 614-49870-227 | 579.85 |
| SCHLENNER WENNER & CO | 5492.0 07-31-2023 | 10/26/2023 | CONSULTING & AUDITING | 614-49870-301 | 2,471.43 |
| INTERSTATE TRS FUND | 82580760070-1023 | 10/23/2023 | #4 OF 12 514b Obligation Inte | 614-49870-304 | 2.05 |
| INTERSTATE TRS FUND | 82580760070-1023 | 10/23/2023 | #4 OF 12 514a Obligation/Tot | 614-49870-304 | 597.44 |
| GOPHER STATE ONE CALL | 3090846 | 10/09/2023 | LOCATES | 614-49870-321 | 24.63 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 614-49870-321 | 405.15 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 614-49870-322 | 4.36 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 614-49870-322 | 128.11 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | POSTAGE | 614-49870-322 | 256.28 |
| INNOVATIVE SYSTEMS LLC | INV-13105 | 10/05/2023 | TELECOM/ACS QUARTERLY | 614-49870-326 | 1,200.00 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 614-49870-326 | 936.25 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 614-49870-326 | 1,753.54 |
| INNOVATIVE SYSTEMS LLC | INV-13409 | 10/05/2023 | DATA PROCESSING | 614-49870-326 | 1,035.00 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | PROCESSING | 614-49870-326 | 161.44 |
| NEUSTAR, INC. | L-0000044385 | 10/10/2023 | TELECOM/DATA PROCESSING | 614-49870-326 | 403.50 |
| KDOM RADIO | 23090451 | 10/05/2023 | TELECOM/ADVERTISING | 614-49870-340 | 151.98 |
| CITY OF WINDOM | INV01866 | 10/17/2023 | TELECOM/ARENA SIGN | 614-49870-340 | 200.00 |
| INNOVATIVE SYSTEMS LLC | INV-13606 | 10/09/2023 | INSERTS | 614-49870-350 | 83.71 |
| HOMETOWN SANITATION SER | 0000531733 | 10/09/2023 | TELECOM//REFUSE DISPOSAL | 614-49870-384 | 99.99 |
| SCHWICKERT'S TECTA AMERIC | S510117070 | 10/26/2023 | TELECOM/MAINTENANCE - ST | 614-49870-402 | 450.00 |
| SCHWICKERT'S TECTA AMERIC | S510117219 | 10/24/2023 | TELECOM/ROOF INSPECTION | 614-49870-402 | 110.00 |
| TITAN ENERGY SYSTEMS INC | 231010-002 | 10/31/2023 | TELECOM/MAINTENANCE - O | 614-49870-404 | 629.00 |
| TITAN ENERGY SYSTEMS INC | 231010-003 | 10/31/2023 | TELECOM/MAINTENANCE - O | 614-49870-404 | 1,848.20 |
| TITAN ENERGY SYSTEMS INC | 231017-022 | 10/31/2023 | TELECOM/MAINTENANCE - O | 614-49870-404 | 180.00 |
| COLBERT'S SERVICES | 5087 | 10/26/2023 | TELECOM/MAINTENANCE - O | 614-49870-404 | 1,373.50 |
| HIGLEY FORD | 08574 | 10/26/2023 | TELECOM/MAINTENANCE - V | 614-49870-405 | 61.86 |
| CENTURY LINK | 536496 | 10/24/2023 | DIRECTORY LISTINGS | 614-49870-441 | 382.70 |
| CENTURY LINK | 7242105D-D-23290 | 10/24/2023 | CABS | 614-49870-441 | 40.98 |
| BIG TEN NETWORK, LLC | 245951 | 10/17/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 1,386.66 |
| FOX TELEVISION STATIONS, LL | 245952 | 10/17/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 242.72 |
| FOX TELEVISION STATIONS, LL | 245953 | 10/17/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 3,017.60 |
| CONSOLIDATED COMMUNICA | 507-151-0204/0 10-01-23 | 10/10/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 1,444.95 |
| NEXSTAR BROADCASTING GR | 536597 | 10/17/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 217.51 |
| MLB NETWORK | 537168 | 10/17/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 355.26 |
| SHOWTIME NETWORKS INC | 71426 | 10/17/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 171.82 |
| BALLY SPORTS NORTH | V46978 | 10/17/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 6,595.23 |
| UNIVERSAL SERVICE ADMIN C | UBD10001400569 | 10/24/2023 | 499A CONTRIBUTION | 614-49870-443 | 2,030.78 |
| CONSOLIDATED CALL CENTER | 24009 | 10/10/2023 | TELECOM/SWITCH FEES | 614-49870-445 | 122.93 |
| 1623 FARNAM LLC | 00008451 | 10/03/2023 | TELECOM/INTERNET EXPENSE | 614-49870-447 | 200.00 |
| ZAYO GROUP, LLC | 2023100027696 | 10/10/2023 | TELECOM/INTERNET EXPENSE | 614-49870-447 | 1,950.00 |
| SWWC - SOUTHWEST WEST C | 73546 | 10/10/2023 | TELECOM/ON CALL SUPPORT | 614-49870-448 | 950.00 |
| JEFFREY DAHNA | MAY-23 - OCT-23 | 10/12/2023 | INT REIMBURSEMENT | 614-49870-448 | 180.00 |
| ZAYO GROUP, LLC | 2023100002376 | 10/10/2023 | TELECOM/CALL COMPLETION | 614-49870-451 | 4,355.22 |
| ONVOY, LLC dba INTELIQUENT | 375010 | 10/10/2023 | TELECOM/CALL COMPLETION | 614-49870-451 | 3,034.73 |
| ONVOY, LLC dba INTELIQUENT | 375078 | 10/10/2023 | TELECOM/CALL COMPLETION | 614-49870-451 | 199.37 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| CENTURY LINK | OCT 16, 2023 | 10/26/2023 | SERVICES/507 831-1075 104 | 614-49870-451 | 90.53 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 614-49870-460 | 277.00 |
| | | | | **Activity 49870 - Telecom Total:** | **43,500.46** |
| | | | | **Fund 614 - TELECOM Total:** | **43,500.46** |
| **Fund: 615 - ARENA** | | | | | |
| **Activity: 49850 - Arena** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 615-49850-131 | 3.60 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 615-49850-133 | 32.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 615-49850-133 | 32.00 |
| ARAMARK | 2560186825 | 10/24/2023 | ARENA/CLEANING/SUPPLIES | 615-49850-211 | 50.65 |
| COUNTRY PRIDE SERVICE | 9026463 | 10/24/2023 | ARENA/MOTOR FUELS | 615-49850-212 | 150.00 |
| COUNTRY PRIDE SERVICE | 9026544 | 10/24/2023 | ARENA/MOTOR FUELS | 615-49850-212 | 382.85 |
| AMAZON CAPITAL SERVICES, I | 1WCJ-VXL6-1L3P | 10/24/2023 | ARENA/MATERIALS | 615-49850-215 | 299.98 |
| COUNTRY PRIDE SERVICE | 9026545 | 10/24/2023 | ARENA/OPERATING SUPPLIES | 615-49850-217 | 30.00 |
| AMAZON CAPITAL SERVICES, I | 19G4-7Y3F-FQ9J | 10/24/2023 | ARENA/SMALL TOOLS | 615-49850-241 | 294.95 |
| WINDOM AREA SCHOOLS | 2876 | 10/24/2023 | ARENA/ADVERTISING | 615-49850-340 | 25.00 |
| HOMETOWN SANITATION SER | 0000531734 | 10/09/2023 | ARENA/REFUSE DISPOSAL | 615-49850-384 | 169.99 |
| ELITE MECHANICAL SYSTEMS | 17012 | 10/24/2023 | ARENA/MAINTENANCE - STR | 615-49850-402 | 112.50 |
| COTTONWOOD CO AUD/TREA | 10-2-2023 | 10/24/2023 | 9TH AVE MILL & OVERLAY, PA | 615-49850-406 | 6,820.00 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 615-49850-460 | 5.00 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 615-49850-460 | 570.00 |
| SW/WC SERVICE COOPERATIV | NOV 2023 | 11/01/2023 | HEALTH INSURANCE | 615-49850-480 | 862.98 |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 615-49850-480 | 1.80 |
| | | | | **Activity 49850 - Arena Total:** | **9,843.30** |
| | | | | **Fund 615 - ARENA Total:** | **9,843.30** |
| **Fund: 617 - M/P CENTER** | | | | | |
| MBS - MULTI-BANK SECURITIE | 173583 | 10/25/2023 | INVESTMENTS/1 YEAR 5.8% C | 617-10400 | 236,000.00 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 617-20202 | 684.80 |
| JUDY HOLT | SEPT 21, 2024 | 10/26/2023 | RESERVATION CANCELLATION | 617-38510 | 200.00 |
| | | | | | **236,884.80** |
| **Activity: 49860 - M/P Center** | | | | | |
| SW/WC SERVICE COOPERATIV | NOVEMBER 2023 | 11/01/2023 | EAP | 617-49860-131 | 3.60 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE | 617-49860-133 | 48.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 617-49860-133 | 48.00 |
| INDOFF, INC | 3682537 | 10/13/2023 | WCC/SUPPLIES | 617-49860-200 | 12.00 |
| ARAMARK | 2560184364 | 10/19/2023 | WCC/CLEANING/SUPPLIES | 617-49860-211 | 178.46 |
| KWIK TRIP INC & SUBSIDIARIE | SEPT 2023 | 10/18/2023 | MOTOR FUELS | 617-49860-212 | 92.80 |
| MN DEPT OF EMPLY & ECON | 07973084 3rd Qtr 2023 | 10/13/2023 | LIQUOR S/WCC/OPERATING S | 617-49860-217 | 4,029.51 |
| AGC NETWORKS, INC. | 9000015515 | 10/10/2023 | ANNUAL MAINTENANCE | 617-49860-321 | 202.57 |
| USPS-POC | 9-22-23 | 09/25/2023 | POSTAGE MACHINE | 617-49860-322 | 1.25 |
| HOMETOWN SANITATION SER | 0000531735 | 10/09/2023 | WCC/REFUSE DISPOSAL | 617-49860-384 | 157.99 |
| SCHWICKERT'S TECTA AMERIC | S510110400 | 10/19/2023 | WCC/MAINTENANCE - STRUC | 617-49860-402 | 250.00 |
| SCHWICKERT'S TECTA AMERIC | S510110520 | 10/19/2023 | WCC/MAINTENANCE - STRUC | 617-49860-402 | 600.00 |
| INDOFF, INC | 3682537 | 10/13/2023 | WCC/MAINTENANCE - GROU | 617-49860-406 | 43.99 |
| MN REVENUE | SEPT 2023 | 10/18/2023 | SALES TAX | 617-49860-460 | 593.20 |
| | | | | **Activity 49860 - M/P Center Total:** | **6,261.37** |
| | | | | **Fund 617 - M/P CENTER Total:** | **243,146.17** |
| **Fund: 700 - PAYROLL** | | | | | |
| Internal Revenue Service-Payr | INV0002345 | 10/20/2023 | Federal Tax Withholding | 700-21701 | 10,932.36 |
| Internal Revenue Service-Payr | INV0002352 | 11/03/2023 | Federal Tax Withholding | 700-21701 | 10,817.92 |
| MN Department of Revenue - | INV0002346 | 10/20/2023 | State Withholding | 700-21702 | 5,442.28 |
| MN Department of Revenue - | INV0002353 | 11/03/2023 | State Withholding | 700-21702 | 5,407.63 |
| Internal Revenue Service-Payr | INV0002345 | 10/20/2023 | Social Security | 700-21703 | 13,537.68 |
| Internal Revenue Service-Payr | INV0002352 | 11/03/2023 | Social Security | 700-21703 | 13,483.92 |
| MN Pera | INV0002343 | 10/20/2023 | PERA | 700-21704 | 15,252.78 |
| MN Pera | INV0002343 | 10/20/2023 | PERA | 700-21704 | 8,293.74 |
| MN Pera | INV0002343 | 10/20/2023 | PERA | 700-21704 | 733.96 |
| MN Pera | INV0002343 | 10/20/2023 | PERA | 700-21704 | 10.00 |

Expense Approval Report

Payment Dates: 10/14/2023 - 11/3/2023

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| MN Pera | INV0002350 | 11/03/2023 | PERA | 700-21704 | 15,048.03 |
| MN Pera | INV0002350 | 11/03/2023 | PERA | 700-21704 | 917.18 |
| MN Pera | INV0002350 | 11/03/2023 | PERA | 700-21704 | 8,285.88 |
| MN Pera | INV0002350 | 11/03/2023 | PERA | 700-21704 | 30.00 |
| MN State Deferred | INV0002344 | 10/20/2023 | Deferred Compensation | 700-21705 | 5,499.66 |
| MN State Deferred | INV0002344 | 10/20/2023 | Deferred Roth | 700-21705 | 1,752.00 |
| MN State Deferred | INV0002351 | 11/03/2023 | Deferred Compensation | 700-21705 | 5,499.66 |
| MN State Deferred | INV0002351 | 11/03/2023 | Deferred Roth | 700-21705 | 1,752.00 |
| SW/WC SERVICE COOPERATIV | NOV 2023 | 11/01/2023 | HEALTH INSURANCE | 700-21706 | 67,104.78 |
| LOCAL UNION #949 | OCT 2023 | 11/01/2023 | UNION DUES | 700-21707 | 1,719.28 |
| LAW ENFORCEMENT LABOR S | OCT 2023 | 11/01/2023 | POLICE UNION DUES | 700-21708 | 472.50 |
| Internal Revenue Service-Payr | INV0002345 | 10/20/2023 | Medicare Withholding | 700-21711 | 3,935.32 |
| Internal Revenue Service-Payr | INV0002352 | 11/03/2023 | Medicare Withholding | 700-21711 | 3,945.06 |
| WEX Health Inc | 10-17-2023 | 10/17/2023 | FLEX SPENDING | 700-21712 | 262.20 |
| WEX Health Inc | 10-17-23 | 10/17/2023 | FLEX SPENDING | 700-21712 | 256.68 |
| WEX Health Inc | INV0002347 | 10/19/2023 | WEX flex spending 20231019 | 700-21712 | 1,138.65 |
| WEX Health Inc | INV0002348 | 10/21/2023 | WEX flex spending 20231021 | 700-21712 | 94.00 |
| WEX Health Inc | OCT-17-2023 | 10/17/2023 | FLEX SPENDING | 700-21712 | 216.09 |
| AFLAC | 590074 | 10/24/2023 | INSURANCE OCT 2023 | 700-21715 | 263.93 |
| AFLAC | 590074 | 10/24/2023 | INSURANCE OCT 2023 | 700-21716 | 704.23 |
| MN BENEFIT ASSOCIATION | 2023-0223582 | 10/17/2023 | INSURANCE | 700-21717 | 5.84 |
| NCPERS MINNESOTA | 844600092023 | 10/24/2023 | INSURANCE 9-1-2023 - 9-30-2 | 700-21718 | 16.00 |
| NCPERS MINNESOTA | 844600102023 | 10/24/2023 | INSURANCE 10-1-2023 - 10-3 | 700-21718 | 16.00 |
| MN BENEFIT ASSOCIATION | 2023-0223582 | 10/17/2023 | INSURANCE | 700-21719 | 539.55 |
| WEX Health Inc | INV0002342 | 10/20/2023 | VEBA Employer Contribution | 700-21720 | 8,645.95 |
| WEX Health Inc | INV0002341 | 10/20/2023 | HSA Employer Contribution | 700-21722 | 4,687.59 |
| WEX Health Inc | INV0002340 | 10/20/2023 | HSA Employee Contribution | 700-21723 | 671.54 |
| WEX Health Inc | INV0002349 | 11/03/2023 | HSA Employee Contribution | 700-21723 | 671.54 |
| | | | | | **218,063.41** |
| | | | | **Fund 700 - PAYROLL Total:** | **218,063.41** |
| | | | | **Grand Total:** | **1,669,661.85** |

# Report Summary

## Fund Summary

| Fund | Payment Amount |
| --- | --- |
| 100 - GENERAL | 354,108.66 |
| 211 - LIBRARY | 1,600.99 |
| 225 - AIRPORT | 9,891.54 |
| 230 - POOL | 10.00 |
| 235 - AMBULANCE | 3,063.25 |
| 250 - EDA GENERAL | 298.76 |
| 274 - TIF 1-19 NWIP II | 617.86 |
| 401 - GENERAL CAPITAL PROJECTS | 1,235.55 |
| 601 - WATER | 11,387.49 |
| 602 - SEWER | 16,324.60 |
| 604 - ELECTRIC | 662,017.00 |
| 609 - LIQUOR STORE | 94,552.81 |
| 614 - TELECOM | 43,500.46 |
| 615 - ARENA | 9,843.30 |
| 617 - M/P CENTER | 243,146.17 |
| 700 - PAYROLL | 218,063.41 |
| **Grand Total:** | **1,669,661.85** |

## Account Summary

| Account Number | Account Name | Payment Amount |
| --- | --- | --- |
| 100-20191 | Unapplied Cash | 338.87 |
| 100-20202 | Sales Tax Payable | 26,381.48 |
| 100-41110-304 | Legal Fees | 1,920.00 |
| 100-41110-308 | Training & Registrations | 144.00 |
| 100-41110-491 | Payments to Other Orga | 4,749.28 |
| 100-41310-131 | Employer Paid Insurance | 9.00 |
| 100-41310-133 | Employer Paid Insurance | 176.00 |
| 100-41310-200 | Office Supplies | 622.54 |
| 100-41310-217 | Other Operating Supplie | 145.47 |
| 100-41310-301 | Auditing & Consulting Se | 4,942.85 |
| 100-41310-321 | Telephone | 405.14 |
| 100-41310-322 | Postage | 416.15 |
| 100-41910-131 | Employer Paid Insurance | 1.80 |
| 100-41910-133 | Employer Paid Insurance | 48.00 |
| 100-41910-200 | Office Supplies | 36.62 |
| 100-41910-321 | Telephone | 50.64 |
| 100-41910-322 | Postage | 21.79 |
| 100-41940-384 | Refuse Disposal | 108.99 |
| 100-41940-402 | Repairs & Maint - Struct | 325.00 |
| 100-41940-406 | Repairs & Maint - Groun | 598.00 |
| 100-42120-131 | Employer Paid Insurance | 16.20 |
| 100-42120-133 | Employer Paid Insurance | 336.00 |
| 100-42120-200 | Office Supplies | 66.90 |
| 100-42120-212 | Motor Fuels | 367.75 |
| 100-42120-218 | Uniforms | 1,475.98 |
| 100-42120-305 | Medical & Dental Fees | 165.00 |
| 100-42120-308 | Training & Registrations | 195.00 |
| 100-42120-326 | Data Processing | 1,398.00 |
| 100-42120-327 | Interpretation Fees | 87.68 |
| 100-42120-404 | Repairs & Maint - M&E | 1,213.91 |
| 100-42120-405 | Repairs & Maint - Vehicl | 292.50 |
| 100-42120-412 | Rentals - Building | 2,050.00 |
| 100-42120-419 | Vehicle Lease | 1,717.66 |
| 100-42120-433 | Dues & Subscriptions | 600.00 |
| 100-42120-480 | Other Miscellaneous | 15.98 |
| 100-42220-211 | Cleaning Supplies | 59.18 |
| 100-42220-321 | Telephone | 101.29 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 100-42220-323 | Radio Units | 385.00 |
| 100-42220-384 | Refuse Disposal | 43.50 |
| 100-42220-404 | Repairs & Maint - M&E | 294.72 |
| 100-42220-405 | Repairs & Maint - Vehicl | 35.72 |
| 100-42220-406 | Repairs & Maint - Groun | 366.00 |
| 100-42500-215 | Materials & Equipment | 834.00 |
| 100-42700-300 | Charges for Services | 101.50 |
| 100-43100-131 | Employer Paid Insurance | 7.20 |
| 100-43100-133 | Employer Paid Insurance | 160.00 |
| 100-43100-224 | Street Maint Materials | 60.00 |
| 100-43100-321 | Telephone | 151.93 |
| 100-43100-401 | Repairs & Maint - Buildi | 10.00 |
| 100-43100-402 | Repairs & Maint - Struct | 275.00 |
| 100-43100-406 | Repairs & Maint - Groun | 2,000.00 |
| 100-43100-407 | Repairs & Maint - Seal C | 10,910.59 |
| 100-45202-131 | Employer Paid Insurance | 1.80 |
| 100-45202-133 | Employer Paid Insurance | 32.00 |
| 100-45202-384 | Refuse Disposal | 434.17 |
| 100-45202-402 | Repairs & Maint - Struct | 2,511.19 |
| 100-45202-406 | Repairs & Maint - Groun | 262.35 |
| 100-49980-720 | Transfers for Debt Servic | 283,631.34 |
| 211-45501-133 | Employer Paid Insurance | 32.00 |
| 211-45501-200 | Office Supplies | 17.96 |
| 211-45501-217 | Other Operating Supplie | 289.03 |
| 211-45501-402 | Repairs & Maint - Struct | 1,228.00 |
| 211-45501-435 | Books and Pamphlets | 34.00 |
| 225-45127-217 | Other Operating Supplie | 1.19 |
| 225-45127-321 | Telephone | 27.49 |
| 225-45127-404 | Repairs & Maint - M&E | 1,085.00 |
| 225-45127-480 | Other Miscellaneous | 617.86 |
| 225-49950-500 | Capital Outlay | 8,160.00 |
| 230-45124-217 | Other Operating Supplie | 10.00 |
| 235-42153-131 | Employer Paid Insurance | 1.80 |
| 235-42153-133 | Employer Paid Insurance | 32.00 |
| 235-42153-217 | Other Operating Supplie | 102.66 |
| 235-42153-261 | Other Merchandise-Med | 599.33 |
| 235-42153-308 | Training & Registrations | 534.00 |
| 235-42153-321 | Telephone | 509.41 |
| 235-42153-322 | Postage | 21.82 |
| 235-42153-334 | Meals/Lodging | 590.36 |
| 235-42153-405 | Repairs & Maint - Vehicl | 427.87 |
| 235-42153-406 | Repairs & Maint - Groun | 244.00 |
| 250-46520-131 | Employer Paid Insurance | 1.80 |
| 250-46520-133 | Employer Paid Insurance | 48.00 |
| 250-46520-200 | Office Supplies | 145.80 |
| 250-46520-321 | Telephone | 101.29 |
| 250-46520-322 | Postage | 1.87 |
| 274-46530-301 | Auditing & Consulting Se | 617.86 |
| 401-49950-501 | Capital Outlay - Police | 1,000.00 |
| 401-49950-504 | Capital Outlay - Parks | 235.55 |
| 601-49400-131 | Employer Paid Insurance | 5.40 |
| 601-49400-133 | Employer Paid Insurance | 96.00 |
| 601-49400-200 | Office Supplies | 102.94 |
| 601-49400-211 | Cleaning Supplies | 270.18 |
| 601-49400-310 | Lab Testing | 85.25 |
| 601-49400-321 | Telephone | 176.57 |
| 601-49400-322 | Postage | 384.38 |
| 601-49400-326 | Data Processing | 1,555.71 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 601-49400-350 | Printing & Design | 83.71 |
| 601-49400-404 | Repairs & Maint - M&E | 1,033.75 |
| 601-49400-408 | Repairs & Maint - Distrib | 6,728.82 |
| 601-49400-480 | Other Miscellaneous | 864.78 |
| 602-16300 | Improvements Other Th | 7,759.75 |
| 602-49450-131 | Employer Paid Insurance | 1.80 |
| 602-49450-133 | Employer Paid Insurance | 64.00 |
| 602-49450-211 | Cleaning Supplies | 270.18 |
| 602-49450-310 | Lab Testing | 2,121.90 |
| 602-49450-321 | Telephone | 125.93 |
| 602-49450-322 | Postage | 385.72 |
| 602-49450-326 | Data Processing | 1,555.72 |
| 602-49450-350 | Printing & Design | 83.71 |
| 602-49450-384 | Refuse Disposal | 113.98 |
| 602-49450-402 | Repairs & Maint - Struct | 860.00 |
| 602-49450-404 | Repairs & Maint - M&E | 1,236.86 |
| 602-49450-408 | Repairs & Maint - Distrib | 1,745.05 |
| 604-10400 | Investments - Current | 246,000.00 |
| 604-14200 | Inventory | 1,528.58 |
| 604-16200 | Buildings | 5,541.77 |
| 604-16300 | Improvements Other Th | 34,026.02 |
| 604-16400 | Machinery & Equipment | 60,327.20 |
| 604-16480 | CIP-Const in Progress | 16,508.89 |
| 604-20202 | Sales Tax Payable | 1.00 |
| 604-22000 | Prepayments | 6,111.76 |
| 604-37460 | Electric Penalities | 27.52 |
| 604-49550-131 | Employer Paid Insurance | 9.00 |
| 604-49550-133 | Employer Paid Insurance | 176.00 |
| 604-49550-200 | Office Supplies | 65.96 |
| 604-49550-218 | Uniforms | 242.00 |
| 604-49550-263 | Merchandise for Resale - | 280,629.23 |
| 604-49550-321 | Telephone | 277.86 |
| 604-49550-322 | Postage | 390.92 |
| 604-49550-326 | Data Processing | 2,949.98 |
| 604-49550-331 | Travel Expense | 169.65 |
| 604-49550-350 | Printing & Design | 83.71 |
| 604-49550-384 | Refuse Disposal | 111.98 |
| 604-49550-404 | Repairs & Maint - M&E | 755.75 |
| 604-49550-405 | Repairs & Maint - Vehicl | 151.34 |
| 604-49550-408 | Repairs & Maint - Distrib | 410.10 |
| 604-49550-410 | Repairs & Maint - Gener | 696.00 |
| 604-49550-413 | Repairs & Maint - Trans | 48.48 |
| 604-49550-450 | Conservation | 4,535.30 |
| 604-49550-460 | Miscellaneous Taxes | 241.00 |
| 609-20202 | Sales Tax Payable | 18,001.00 |
| 609-49751-131 | Employer Paid Insurance | 3.60 |
| 609-49751-133 | Employer Paid Insurance | 64.00 |
| 609-49751-211 | Cleaning Supplies | 66.38 |
| 609-49751-217 | Other Operating Supplie | 348.64 |
| 609-49751-251 | Liquor | 22,341.23 |
| 609-49751-252 | Beer | 43,116.94 |
| 609-49751-253 | Wine | 5,774.20 |
| 609-49751-254 | Soft Drinks & Mix | 657.04 |
| 609-49751-256 | Tobacco Products | 217.34 |
| 609-49751-257 | Ice | 225.84 |
| 609-49751-259 | Non- Alcholic | 799.95 |
| 609-49751-321 | Telephone | 151.93 |
| 609-49751-322 | Postage | 11.26 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 609-49751-333 | Freight and Express | 485.17 |
| 609-49751-340 | Advertising & Promotion | 1,864.30 |
| 609-49751-384 | Refuse Disposal | 183.99 |
| 609-49751-444 | License Fees | 20.00 |
| 609-49751-460 | Miscellaneous Taxes | 20.00 |
| 609-49751-480 | Other Miscellaneous | 200.00 |
| 614-49870-131 | Employer Paid Insurance | 9.00 |
| 614-49870-133 | Employer Paid Insurance | 160.00 |
| 614-49870-200 | Office Supplies | 109.19 |
| 614-49870-211 | Cleaning Supplies | 42.76 |
| 614-49870-227 | Utility System Maint Sup | 1,366.10 |
| 614-49870-301 | Auditing & Consulting Se | 2,471.43 |
| 614-49870-304 | Legal Fees | 599.49 |
| 614-49870-321 | Telephone | 429.78 |
| 614-49870-322 | Postage | 388.75 |
| 614-49870-326 | Data Processing | 5,489.73 |
| 614-49870-340 | Advertising & Promotion | 351.98 |
| 614-49870-350 | Printing & Design | 83.71 |
| 614-49870-384 | Refuse Disposal | 99.99 |
| 614-49870-402 | Repairs & Maint - Struct | 560.00 |
| 614-49870-404 | Repairs & Maint - M&E | 4,030.70 |
| 614-49870-405 | Repairs & Maint - Vehicl | 61.86 |
| 614-49870-441 | Transmission Fees | 423.68 |
| 614-49870-442 | Subscriber Fees | 13,431.75 |
| 614-49870-443 | Intergovernmental Fees | 2,030.78 |
| 614-49870-445 | Switch Fees | 122.93 |
| 614-49870-447 | Internet Expense | 2,150.00 |
| 614-49870-448 | On-Call Support | 1,130.00 |
| 614-49870-451 | Call Completion | 7,679.85 |
| 614-49870-460 | Miscellaneous Taxes | 277.00 |
| 615-49850-131 | Employer Paid Insurance | 3.60 |
| 615-49850-133 | Employer Paid Insurance | 64.00 |
| 615-49850-211 | Cleaning Supplies | 50.65 |
| 615-49850-212 | Motor Fuels | 532.85 |
| 615-49850-215 | Materials & Equipment | 299.98 |
| 615-49850-217 | Other Operating Supplie | 30.00 |
| 615-49850-241 | Small Tools | 294.95 |
| 615-49850-340 | Advertising & Promotion | 25.00 |
| 615-49850-384 | Refuse Disposal | 169.99 |
| 615-49850-402 | Repairs & Maint - Struct | 112.50 |
| 615-49850-406 | Repairs & Maint - Groun | 6,820.00 |
| 615-49850-460 | Miscellaneous Taxes | 575.00 |
| 615-49850-480 | Other Miscellaneous | 864.78 |
| 617-10400 | Investments - Current | 236,000.00 |
| 617-20202 | Sales Tax Payable | 684.80 |
| 617-38510 | M/P Room Rent | 200.00 |
| 617-49860-131 | Employer Paid Insurance | 3.60 |
| 617-49860-133 | Employer Paid Insurance | 96.00 |
| 617-49860-200 | Office Supplies | 12.00 |
| 617-49860-211 | Cleaning Supplies | 178.46 |
| 617-49860-212 | Motor Fuels | 92.80 |
| 617-49860-217 | Other Operating Supplie | 4,029.51 |
| 617-49860-321 | Telephone | 202.57 |
| 617-49860-322 | Postage | 1.25 |
| 617-49860-384 | Refuse Disposal | 157.99 |
| 617-49860-402 | Repairs & Maint - Struct | 850.00 |
| 617-49860-406 | Repairs & Maint - Groun | 43.99 |
| 617-49860-460 | Miscellaneous Taxes | 593.20 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 700-21701 | Federal Withholding | 21,750.28 |
| 700-21702 | State Withholding | 10,849.91 |
| 700-21703 | FICA Tax Withholding | 27,021.60 |
| 700-21704 | PERA Contributions | 48,571.57 |
| 700-21705 | Retirement | 14,503.32 |
| 700-21706 | Medical Insurance | 67,104.78 |
| 700-21707 | Union Dues | 1,719.28 |
| 700-21708 | PD Union Dues | 472.50 |
| 700-21711 | Medicare Tax Withholdi | 7,880.38 |
| 700-21712 | Flex Account | 1,967.62 |
| 700-21715 | Individual Insurance-Afla | 263.93 |
| 700-21716 | Individual Insurance-Afla | 704.23 |
| 700-21717 | Individual Insurance-MB | 5.84 |
| 700-21718 | Individual Insurance-NC | 32.00 |
| 700-21719 | Individual Insurance-MB | 539.55 |
| 700-21720 | VEBA Contributions | 8,645.95 |
| 700-21722 | HSA Contribution | 4,687.59 |
| 700-21723 | HSA Employee Contribu | 1,343.08 |
| | **Grand Total:** | **1,669,661.85** |

## Project Account Summary

| Project Account Key | | Payment Amount |
|---|---|---|
| **None** | | 1,669,661.85 |
| | **Grand Total:** | **1,669,661.85** |

AA 11/2/23

## NOTICE OF PUBLIC HEARING

2023 Miscellaneous Special Assessments

Notice is hereby given that the City Council of Windom, Minnesota, will meet in the Council Chambers of the City Hall, 444 9th Street, at 6:30 p.m. on November 7, 2023, to consider, and possibly adopt, the proposed assessments for 2023 Miscellaneous Special Assessments. The assessments are for city services, such as repairs, mowing, snow removal, or rubbish removal completed by the City to correct nuisance violations, and emergency response by the Windom Fire Department; and these services have not been paid by the property owners. The properties are legally described as follows:

| | | |
|---|---|---|
| Cottonwood County – Windom, MN | | |
| 25-821-0340 | Windom East Addition | Lot 6/Block 29 |
| 25-352-1140 | Hutton Collin Subd | Lot 14/Block 9 |
| 25-821-0260 | Windom East Addition | Lot 5/Block 28 |
| 25-822-1120 | Windom Second Addition | Lot 5/Block 52 |
| 25-351-0340 | Hutton & Collin Addition | Lot 12/Block 3 |
| Cottonwood County – Bingham Lake, MN | | |
| 19-751-0130 | Taggart's 2nd Addition | Lot 20/Block 4 |
| 19-130-0270 | Bingham Lake – Original Townsite | Lot 3/Block 11 |
| Jackson County - Windom | | |
| 04-027-0530 | Sect 17 TWP 104 Range 036 | |
| Jackson County – Heron Lake | | |
| 24-341-0350 | Falcon Heights Subdivison | Lot 2/Blk 1 |
| Stearns County - Paynesville, MN | | |
| 70-38941-0000 | Section 16 Twp 122 Range 032 | |

The proposed assessment roll is on file for public inspection at the City Administrator's Office. The total amount of the proposed Miscellaneous Special Assessments is $11,556.19 Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection, signed by the affected property owners, is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. Such persons as desire to be heard with reference to the proposed miscellaneous special assessments will be heard at this meeting.

An owner may appeal an assessment to District Court, pursuant to Minnesota Statute § 429.081, by serving notice of the appeal upon the Mayor or City Administrator of the City of Windom within 30 days after the adoption of the assessment, and filing such notice with the Cottonwood County District Court Administrator within ten (10) days after service upon the Mayor or City Administrator.

Steve Nasby
City Administrator

Published October 25 & November 1, 2023

**2023 Misc. Assessment List** **9/15/2023**

**1 year 6%**

| Property ID | Description | Owner | Address | Service | Amount |
|---|---|---|---|---|---|
| 19-751-0130 | Lot 20/Block 4<br>Taggart's 2nd Addition<br>340 9th St S | Matt Macgregor | 340 9th St S<br>Bingham Lake, MN 56118 | Fire Call 7-30-22<br>TOTAL $ | 420.00 |
| 25-821-0340 | Lot 6/Block 29<br>Windom East Addition<br>164 9t St | Mark Ngamsaga | 164 9th St<br>Windom, MN 56101 | Fire Call 9-11-22<br>TOTAL $ | 1,000.00 |
| 19-130-0270 | Lot 3/Block 11<br>Bingham Lake - Orig Townsite<br>746 3rd Ave N | Hunter Konz | Travis Konz<br>746 3rd Ave N<br>Bingham Lake, MN 56118 | Fire Call 1-25-23<br>TOTAL $ | 1,000.00 |
| 25-352-1140 | Lot 14/Block 9<br>Hutton & Collin Subd<br>1165 Prospect Ave | Gerald & Rosanna Nye | P O Box 474<br>Mediapolis IA 52637-0474 | Mow Grass 8-29-22<br>TOTAL $ | 200.00 |
| 25-821-0260 | Lot 5/Block 28<br>Windom East Addition<br>1015 Hale Place | Brandon Busch & Carolyn D | Brandon Busch & Carolyn Dou<br>1015 Hale Place<br>Windom, MN 56101 | Snow on sidewalk 2-8-23<br>TOTAL $ | 100.00 |
| 25-822-1120 | Lot 5/Block 52<br>Windom Second Addition<br>635 3rd Ave | Kory Flatgard | Kory Flatgard<br>635 3rd Ave<br>Windom, MN 56101 | Nuisance Abatement 8-8-22<br>TOTAL $ | 771.19 |
| 25-351-0340 | Lot 12/Block 3<br>Hutton & Collin Add<br>1453 4th Ave | Michael Bogle | 1453 4th Ave<br>Windom, MN 56101 | Nuisance Abatement 8-17-22<br>TOTAL $ | 5,065.00 |
| 70-38941-0000 | Section 16 Twp 122 Range 032<br>Paynesville, MN Stearns County | Voss Plumbing & Heating | 316 Business 23 East<br>Paynesville, MN 56362 | Fire Call 7-19-22<br>TOTAL $ | 1,000.00 |
| 04-027-0530 | Sect 17 Twp 104 Range 036<br>Windom, MN Jackson County | Timothy Hinkeldey | 89313 470th Ave<br>Windom, MN 56101 | Fire Call 12-27-22<br>TOTAL $ | 1,000.00 |
| 24-341-0350 | Lot 2/Blk 1<br>Falcon Heights Subdv<br>Heron Lake, MN Jackson County | Agnes Lohse | 521 11th St<br>Heron Lake, MN 56137 | Fire Call 7-26-22<br>TOTAL $ | 1,000.00 |
| | | | | $ | 11,556.19 |

# Fire Dept Pardon Request

**juliannemh3@gmail.com**
Nov 2, 2023 4:18 PM
to: steve.nasby@windommn.com

Encrypted

Appeal Request for Debt Forgiveness to Fire Dept of Windom for a bill undisclosed.

The owners of 89313 470th Avenue are requesting a pardon/forgiveness for a debt of $1000.00 on a non-emergency call request inquiry on December 27th , 2022 regarding a stated C02 courtesy "free" check-test of our carbon monoxide detector which was not working properly that morning after battery replacement.

On the morning of December 27, 2022, upon malfunctioning unsure why our carbon monoxide detector was not working properly, owners called our service providers to come inspect the home.

We had scheduled our family furnace provider for many years and also contacted and scheduled a courtesy visit by Crystal Valley.

Owner asked Crystal Valley if they could come out and check the carbon monoxide detector for any concerns as it was not working properly after battery replacement, and they said they do not do that test for that, and she (C.V. woman on phone) referred owner to the local fire department, stating they performed a non-emergency CO2 test for detectors as a "courtesy check" free of charge, to provide some peace of mind prior to the couple of hours wait before their service provider was able to be here.

Owner thanked Crystal Valley and called the non-emergency fire inquiry regarding the request after that call to C.Valley.

Owner called the non-emergency # and was directed to a man who represented the fire dept of windom. Owner told the gentleman above relay of C.Valley conversation and we were waiting for our service providers and wanted to "just be sure all was well in the air quality or if it was better for us to leave until they arrived? Making it clear we could leave the home right away and wait if needed until they arrived if there was "any fee or charge for the service." The man did not state any service fee or charge upon inquiries.

The fire person stated it was fine (male) and he could come take a look. It was stated on call more than once my owner "as long as this is a free courtesy visit." Had we been told on phone there was a charge, we would have left for 2+ hours until our service providers arrived. It was made clear we only wanted the service if there was no charge for the check.

When man arrived, owner noticed there was a large crew and medics. At door, owner asked why there were so many at our home for the carbon monoxide check? Adding, we don't need this many people here for this do we? Reminding them our service people including C.Valley would soon be there. Owner was told this was standard practice.

Owner was puzzled, appreciative, but wondered why there were so many and why it took so long to determine. Later when our furnace man arrived, he pulled out his tester and gave us a clear you are good in here in moments time.

We appreciated the service and duty of care and it was made clear that we didn't want them to come out if there was any charge. This was the puzzling part of it.

I spoke with Mr. Steve Nasby last week and he disclosed on phone that this has happened before to other people. I hope there can be a resolve for future customers in need of the courtesy check, where both parties are clearly understanding the next steps.

Thank you for your consideration in this and our sincere thanks for your patronage to the community.

Any other documentation regarding our other two providers visits that day pre-made prior to this call we can send if needed.

Thank you again,

Owners of home

# RESOLUTION #2023-

**INTRODUCED:**
**SECONDED:**
**VOTED:** **Aye:**
**Nay:**
**Absent:**

## RESOLUTION ADOPTING AN ASSESSMENT ROLL FOR THE "2023 MISCELLANEOUS SPECIAL ASSESSMENTS"

**WHEREAS,** pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for the "2023 Miscellaneous Special Assessments"; and

**WHEREAS,** the City Council finds that services, as set forth in Minnesota Statutes §429.101, were performed by the City and these special charges were billed to the affected property owners and remain unpaid; and

**WHEREAS,** the City Council finds the evidence supports findings that assessment calculations are correct and the assessments are valid; and

**WHEREAS,** the City Council finds that the services have benefited the properties.

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

1. Such proposed assessments, a copy of which is filed in the Office of the City Administrator and made a part hereof as if fully set forth herein, are hereby accepted and shall constitute the special assessments against the lands named therein; and each tract of land therein included is hereby found to have benefited by the services performed and special charges levied against it.

2. Such assessments shall be payable in equal annual installments extending over a period of one (1) year at six percent (6%) interest.

3. The owners of property so assessed may, at any time prior to December 31, 2023, pay the City Clerk's Office the entire amount of the assessment on their property without interest. Any amounts not paid by December 31, 2023, will be certified to the County Auditor for collection in the same manner as other municipal taxes. After said date, a property owner may at any time pay the remaining balance of the assessment to the City Clerk's Office with interest accrued to December 31 of the year in which such payment is made.

4. The Clerk shall forthwith transmit a certified duplicate of these assessments to the County Auditor to be extended on the property tax lists of the county, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

**Adopted this 7th day of November, 2023.**

______________________________
Dominic Jones, Mayor

ATTEST:______________________________
Steven Nasby, City Clerk/City Administrator

S&P Global
Ratings

# RatingsDirect®

Summary:

# Windom, Minnesota; Appropriations; General Obligation; Non-School State Programs

**Primary Credit Analyst:**
Joseph Vodziak, Chicago + 1 312 233 7094; joseph.vodziak@spglobal.com

**Secondary Contact:**
Rebecca Y Roman, Chicago (1) 708-219-0455; rebecca.roman@spglobal.com

## Table Of Contents

**Summary:**

# Windom, Minnesota; Appropriations; General Obligation; Non-School State Programs

| Credit Profile | | |
|---|---|---|
| US$7.23 mil GO bnds ser 2023B due 11/30/2043 | | |
| *Long Term Rating* | A+/Stable | New |

## Credit Highlights

- S&P Global Ratings assigned its 'A+' long-term rating and stable outlook to Windom, Minn.'s $7.23 million series 2023B general obligation (GO) bonds.
- At the same time, S&P Global Ratings affirmed its 'A+' long-term rating and underlying rating (SPUR) on the city's existing GO debt and its 'A-' rating on the city's annual appropriation communication bonds.
- The outlook on all ratings is stable.

### Security

The 2023B GO bonds are secured by the city's full faith and credit and unlimited taxing powers. Windom intends to use specific revenues to pay a portion of the bonds; however, the bonds are not secured by these revenues. Bond proceeds will be used to construct and equip a new electric generation building and renovate the municipal liquor store.

Net revenue of the city's municipal broadband system and legally available funds, on an appropriation basis, secure the annual appropriation communication bonds. Based on the application of our criteria, titled "Issue Credit Ratings Linked To U.S. Public Finance Obligors' Creditworthiness," published Nov. 20, 2019, we rate the appropriation bonds two notches below the GO rating to reflect our view of the degree of appropriation risk associated with the bonds and the nonbasic auxiliary services provided by the enterprise primarily supporting the debt and partially because the intended payment source includes revenue not tied directly to the obligor's core function.

### Credit overview

Windom benefits from a strong financial profile and strong management. However, overall creditworthiness remains constrained by an economy with below-average incomes, dwindling population, and above-average employment and taxpayer concentration; in addition, the city has an above average debt burden. Recently, the city's top taxpayer and one of its largest employers (HyLife Foods) closed. The financial impact of this closure should be minimal, as HyLife was located in a tax increment financing (TIF) district and the increment payments were being reinvested in the district. The unemployment rate in the county has been very low and management reports that many of the HyLife workers were able to find new jobs. The plant was recently sold and will be reopening as a pork processing plant, although it likely will have fewer employees. Even considering new housing developments recently completed and other housing under development, in our view, the city's economic growth prospects remain limited due to the HyLife closure and the county's falling population.

Despite the economic weakness, the city's financial profile remains strong, as Windom uses expenditure control efforts that allow it to consistently end the year better than budgeted and it has a high willingness to adjust proactively. Expenditures coming in under budget, along with higher-than-anticipated investment returns and charges for services, which mostly consisted of development permits, drove the fiscal 2022 operating surplus. A 7.8% levy increase was adopted in the fiscal 2023 budget to help offset inflationary cost increases and help prepare for contract negotiations. Officials report fiscal 2023 is on pace to end with a slight surplus after transfers. For fiscal 2024, Windom has agreed on new contracts with bargaining units, including an increase in public safety salaries of more than 20%. Officials indicate that this increase has been offset with an additional levy increase and budgetary adjustments so that it will be paid by recurring revenue. As a result, we expect the city's budgetary results, reserves, and liquidity will remain stable.

The rating also reflects our view of Windom's:

- Very weak economy due to a shrinking population throughout Cottonwood County and a concentration of employment in the manufacturing industry. We view the employment concentration as a risk should the industry experience more pronounced effects during an economic downturn;
- Above-average debt profile, with elevated carrying charges; after adjusting for self-supporting GO debt paid by enterprise revenue, direct debt remains almost 6x the city's total governmental funds' revenue;
- Fixed costs related to pension and other postemployment benefits are higher than those of most peers in the state and we believe outsize budgetary pressure could arise should legislative changes occur to improve funding practices. We do not believe current fixed-rate contribution practices for the plans will materially reduce unfunded liabilities. For more information, see "Pension Spotlight: Minnesota," published Aug. 10, 2023, on RatingsDirect;
- Good financial policies and practices under our Financial Management Assessment methodology including strong budgetary practices, strong long-term forecasting and planning; and adequate investment, debt, and reserve management policies, along with a strong institutional framework score; and
- Strong budgetary performance, reflecting consistent surpluses and expectations that similar results will persist in the near term, which will support very strong reserves and liquidity.

### Environmental, social, and governance

Although the Des Moines River runs through the city and has flooded in the past, we understand that most of the surrounding land is undeveloped and flood plain mapping has been completed to prevent significant effects on the city. Despite these efforts, we still believe physical risks are above average and could limit economic development and strain Windom's resources should storm and flood patterns worsen. We also view social risks as slightly elevated, given the falling population and employment concentration, which could limit the city's economic growth prospects and revenue-raising ability. We view governance risks as neutral.

## Outlook

We believe the city's strong reserves and liquidity will provide significant cushion at the rating level to help combat potential risks that could weaken Windom's overall creditworthiness over the two-year outlook horizon.

### Downside scenario

We could lower the rating if the budget were to become imbalanced or available reserves were to decrease significantly.

### Upside scenario

We could raise the rating if the economy diversifies, population growth rebounds, and incomes increase while debt moderates.

**Windom, Minnesota -- key credit metrics**

| | Most recent | --Historical information-- | | |
|---|---|---|---|---|
| | | 2022 | 2021 | 2020 |
| **Very weak economy** | | | | |
| Projected per capita EBI % of U.S. | 72 | | | |
| Market value per capita ($) | 90,263 | | | |
| Population | | 4,587 | 4,538 | 4,580 |
| County unemployment rate(%) | | 2.8 | | |
| Market value ($000) | 414,037 | 367,968 | 325,261 | 315,681 |
| Ten largest taxpayers % of taxable value | 24.0 | | | |
| **Strong budgetary performance** | | | | |
| Operating fund result % of expenditures | | 1.7 | 9.9 | 4.9 |
| Total governmental fund result % of expenditures | | 11.4 | 6.9 | 4.1 |
| **Very strong budgetary flexibility** | | | | |
| Available reserves % of operating expenditures | | 112.8 | 123.2 | 111.0 |
| Total available reserves ($000) | | 5,029 | 4,924 | 4,543 |
| **Very strong liquidity** | | | | |
| Total government cash % of governmental fund expenditures | | 670 | 652 | 366 |
| Total government cash % of governmental fund debt service | | 3775 | 3401 | 2131 |
| **Strong management** | | | | |
| Financial Management Assessment | Good | | | |
| **Very weak debt & long-term liabilities** | | | | |
| Debt service % of governmental fund expenditures | | 17.8 | 19.2 | 17.2 |
| Net direct debt % of governmental fund revenue | 580 | | | |
| Overall net debt % of market value | 13.0 | | | |
| Direct debt 10-year amortization (%) | 54 | | | |
| Required pension contribution % of governmental fund expenditures | | 13.1 | | |
| OPEB actual contribution % of governmental fund expenditures | | 0.0 | | |
| **Strong institutional framework** | | | | |

EBI--Effective buying income. OPEB--Other postemployment benefits. Data points and ratios may reflect analytical adjustments.

## Related Research

Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

| Ratings Detail (As Of November 2, 2023) | | |
|---|---|---|
| Windom communication sys ann approp rfdg bnds ser 2020A due 06/01/2033 | | |
| *Long Term Rating* | A-/Stable | Affirmed |
| Windom GO bnds ser 2018A dtd 03/28/2018 due 02/01/2038 | | |
| *Long Term Rating* | A+/Stable | Affirmed |
| Windom GO equip certs ser 2017B dtd 06/15/2017 due 02/01/2027 | | |
| *Long Term Rating* | A+/Stable | Affirmed |
| Windom GO imp bnds | | |
| *Long Term Rating* | AAA/Stable | Current |
| *Underlying Rating for Credit Program* | A+/Stable | Affirmed |
| Windom GO imp bnds | | |
| *Long Term Rating* | A+/Stable | Affirmed |
| Windom GO imp rfdg bnds | | |
| *Long Term Rating* | A+/Stable | Affirmed |
| Windom GO rfdg bnds ser 2020D dtd 12/03/2020 due 02/01/2037 | | |
| *Long Term Rating* | A+/Stable | Affirmed |
| Windom GO wtr & swr rev bnds ser 2011A dtd 12/08/2011 due 02/01/2014-2029 | | |
| *Long Term Rating* | AAA/Stable | Current |
| *Underlying Rating for Credit Program* | A+/Stable | Affirmed |

S&P Global
Ratings

130 East Randolph Street
Suite 2900
Chicago, IL 60601
tel 312-233-7000
reference no.: 1766698

November 1, 2023

City of Windom
444 9th Street
P. O. Box 38
Windom, MN 56101--0038
Attention: Steven Nasby, City Administrator

Re: ***US$7,230,000 City of Windom, (Cotton Wood County), Minnesota, General Obligation Bonds, Series 2023B, dated: Date of delivery, due: November 30, 2043***

Dear Steven Nasby,

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "A+" . S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
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S&P Global
Ratings

**S&P Global Ratings**
**Terms and Conditions Applicable To Public Finance Credit Ratings**

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No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

**RESOLUTION #2023-**

**INTRODUCED:**
**SECONDED:**
**VOTED:** **Aye:**
**Nay:**
**Absent:**

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF $7,230,000 GENERAL OBLIGATION BONDS, SERIES 2023B**

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

Section 1. Purpose, Authorization, and Award.

1.01 Authority; Purpose. Pursuant to authority contained in Minnesota Statutes, Sections 410.32, 412.301 and 469.1814 and Chapters 469 and 475 (the "Act") and the Issuer's Charter, the Issuer is authorized to issue its obligations to provide funds for the construction and equipping of a new electric generation building and renovations to the municipal liquor store in the Issuer (collectively, the "Project").

1.02 Abatement Recitals.

A. The Issuer has previously granted a property tax abatement (the "Abatement") in order to help finance a portion of the Project located in the City (the "Building Project"), pursuant to the Act.

B. The Issuer has identified the property, as described in Exhibit A to the Abatement Resolution (defined below) (the "Abatement Property"), which Abatement Property will be benefitted by the Building Project and from which the Issuer proposes to abate a portion of the Issuer's share of taxes to help finance the Building Project, subject to the terms and conditions of the resolution adopted by the Council (the "Abatement Resolution").

C. The Abatement Property is not within a tax increment financing district.

D. The City Council has on October 17, 2023 held a public hearing on the Abatement at which all those wishing to speak were heard.

E. The Abatement has been approved by the City Council on October 17, 2023 after the public hearing in the Abatement Resolution.

1.03 Findings.

A. The Issuer determines that it is necessary, expedient and in the best interest of the residents of the Issuer that the Issuer issue and sell its General Obligation Bonds, Series 2023B, in the original principal amount of $7,230,000 (the "Bonds") for the purpose of financing the Project and part of the issuance costs of the Bonds.

B. The principal of and interest on, along with the allocable portion of the issuance costs for, the Building Project portion of the Bonds (the "Building Portion") shall be paid primarily from the Abatement defined in Section 1.02A. above and ad valorem taxes (the "Taxes"). The principal of and interest on, along with the allocable portion of the issuance costs for, the Equipment Project portion of the Bonds (the "Equipment Portion") shall be paid primarily from the Taxes (the Abatement and the Taxes are collectively referred to as the "Pledged Revenues").

C. The Bonds shall provide funds to finance the Building Project. The amount of the Abatement is equal to the part of the property tax amount payable to the Issuer on the Abatement Property during the term of the Abatement, which is presently estimated not to exceed $197,139 in any year. The total amount of property taxes abated by the Issuer in any year does not exceed the greater of (1) ten percent of the net tax capacity of the Issuer, or (2) $200,000. Work on the Building Project shall proceed with due diligence to completion.

D. The principal amount of the Equipment Portion of the Bonds exceeds 0.25% of the market value of taxable property in the Issuer. The City Council adopted a resolution expressing its intent to issue the Equipment Project portion of the Bonds on September 19, 2023 (the "Initial Resolution") and published the Initial Resolution on October 4, 2023.

E. Upon publication of the Initial Resolution and the passing of ten days during which no petition for an election on the issuance of the Bonds has been filed with the Administrator, all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law.

F. It is necessary for the Issuer to establish the form and terms of the Bonds, to provide for the security thereof, and to provide for the issuance of the Bonds forthwith.

1.04 Municipal Advisor. The Issuer has retained the services of Ehlers & Associates, Inc. as its municipal advisor.

1.05 Award of Sale. The Issuer has received an offer from _______________, of _____________, ____________, (the "Purchaser"), to purchase the Bonds at a cash price of $2,138,604.30 plus accrued interest on the total principal amount from November 30, 2023, to the date of delivery of the Bonds (the "Accrued Interest") and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The Issuer, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The actions of the Mayor and the Administrator taken with respect to execution on the part of the Issuer of a contract for the sale of the Bonds in accordance with the Purchaser's proposal are hereby ratified and approved.

Section 2. Terms of the Bonds.

2.01. Date, Maturities and Interest Rates. A. The Bonds shall be dated November 30, 2023, as the date of original issue, shall be issued in the denomination of $5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward. The Bonds shall bear interest at the annual rates indicated below and shall mature on February 1 in the following respective years and amounts:

| Year (February 1) | Total Principal Amount | Building Portion | Equipment Portion | Interest Rate |
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B. The maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Redemption. A. The Bonds maturing prior to February 1, 2033 shall not be subject to redemption and prepayment before maturity. Bonds maturing on or after February 1, 2034 are callable on February 1, 2033 or any date thereafter at a price equal to the principal amount thereof plus accrued interest to the redemption date.

B. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar and by publishing the notice of redemption, if required by law, in the manner required by Minnesota Statutes, Section 475.54, Subdivision 4; provided, however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the Representation Letter. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

C. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

D. The Bonds maturing on February 1 in the years _____, _____ and _____ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.02D at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts:

For Bonds maturing on February 1, 20____:

| Year | Building Portion | Equipment Portion | Total Amount |
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For Bonds maturing on February 1, 20____:

| Year | Building Portion | Equipment Portion | Total Amount |
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| | | | |

For Bonds maturing on February 1, 20____:

| Year | Building Portion | Equipment Portion | Total Amount |
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2.03 Interest Payment Dates. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each herein referred to as an "Interest Payment Date") commencing on August 1, 2024. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar appointed below shall make all interest payments with respect to the Bonds by check or draft mailed to the registered owners of the Bonds shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners' addresses shown on such bond registration records.

2.04 Preparation and Execution. A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Administrator. The corporate seal of the Issuer may be omitted from the Bonds as permitted by law. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

B. The Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete and cause the opinion to be attached to the Bonds.

2.05 Appointment and Duties of Bond Registrar; Record Date. The Council hereby appoints Bond Trust Services Corporation, of Roseville, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Bonds (such bank or its successor is herein referred to as the "Bond Registrar"). No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar's authentication certificate on such Bond, substantially set forth in Section 2.08 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the Issuer. Authentication certificates on different Bonds need not be signed by the same representative. The executed Authentication Certificate or the manual signature of at least one officer of the Issuer on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

2.06 Global Book Entry. A. There has been previously submitted to this City Council a form of Blanket Issuer Letter of Representations (the "Representation Letter") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Representation Letter are ratified.

B. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the Issuer on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

C. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Representation Letter, as it may be amended or supplemented from time to time.

D. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Representation Letter.

E. The provisions in the Representation Letter are incorporated herein by reference and made a part of this resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Representation Letter shall control.

2.07 Registration, Transfer and Exchange. A. The Issuer shall cause to be kept at the principal corporate office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the Council.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute and the Bond Registrar shall authenticate if required by this Resolution and deliver, in the names(s) of the designated transferee(s), one or more new bonds of a like aggregate principal amount, as requested by the transferor.

C. At the option of the registered owners, the Bonds may be exchanged for other Bonds of any authorized denomination, of a like aggregate principal amount, maturing upon the same date, upon surrender of the Bonds to be exchanged at the principal corporate office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Bond Registrar shall authenticate if required by this Resolution and deliver the Bonds which the registered owner making the exchange is entitled to receive.

D. All Bonds surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the Council.

E. All Bonds issued in exchange for or upon transfer of the Bonds shall be valid obligations of the Issuer evidencing the same debt and entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer.

F. Every Bond presented for a transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Issuer and the Bond Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing.

G. The Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Bonds, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

H. If a Bond becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to them that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar and the Issuer of an appropriate bond or indemnity in form, substance and amount satisfactory to them and as provided by law, in which both the Issuer and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.08 Authentication. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. Each Bond shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

2.09 Payment. A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and interest on such Bond and for all other purposes whatsoever, whether or not such Bond be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

2.10 Delivery. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten and executed Bonds shall be furnished by the Issuer without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Administrator to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF COTTONWOOD

R-1 $7,230,000

CITY OF WINDOM
GENERAL OBLIGATION BONDS, SERIES 2023B

| Rate | Maturity Date | Date of Original Issue | CUSIP |
|---|---|---|---|
| ______ | February 1, 20___ | November 30, 2023 | ________ |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ____________________ DOLLARS

The City of Windom, Cottonwood County, Minnesota (the "Issuer"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest on said principal amount to the registered owner hereof from November 30, 2023, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount is paid or discharged, said interest being at the interest rate per annum specified above.

**Payment.** Interest is payable semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on August 1, 2024. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the main office of Bond Trust Services Corporation in Roseville, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. The Bond Registrar shall make all interest payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the Issuer by the Bond Registrar at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. Payment of principal shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

**Authority; Purpose.** This Bond comprises the entire amount of this series issued by the Issuer as one fully registered Bond without coupons, in the aggregate amount of $7,230,000, pursuant to: (i) the authority contained in Minnesota Statutes, Sections 410.32, 412.301 and 469.1814 and Chapters 469 and 475 (the "Act"); (ii) the Issuer's Charter; (iii) the Constitution of the State of Minnesota and all other laws thereunto enabling; and (iv) an authorizing resolution adopted by the governing body of the Issuer on November 7, 2023 (the "Resolution"), and is issued for the purpose of financing the construction and equipping of a new electric generation building and renovations to the municipal liquor store in the Issuer (the "Project"). The principal of and interest on is payable from an abatement of taxes imposed by the Issuer on certain property; and (ii) from ad valorem taxes hereinafter levied, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

**Optional Redemption.** The Bonds maturing prior to February 1, 2033 shall not be subject to redemption and prepayment before maturity. Bonds maturing on or after February 1, 2034 are callable on February 1, 2033 or any date thereafter at a price equal to the principal amount thereof plus accrued interest to the redemption date.

**Mandatory Sinking Fund Redemption.** The Bonds maturing on February 1 in the years ____, ____ and ____ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Resolution at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium.

**Notice of Redemption.** In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar and by publishing the notice of redemption, if required by law, in the manner required by Minnesota Statutes, Section 475.54, Subdivision 4; provided, however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Letter of Representations between the issuer and DTC. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

If less than all of the bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

**Transfer and Exchange.** The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of $5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate, if required by the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate. No service charge shall be made for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or this Bond has been manually executed by at least one officer of the Issuer.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the Issuer in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the Issuer is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Windom, Cottonwood County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor and the Administrator.

ATTEST:

| | |
|---|---|
| *(form – no signature required)* | *(form – no signature required)* |
| Administrator | Mayor |

Date of Authentication: ____________________

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of this Bond registered in the name of the owner named above in the principal amount and maturing on the date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA
Bond Registrar

By____________________________________
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by Bond Trust Services Corporation of Roseville, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Bond Registrar, in the name of the registered owner last noted below.

| Date | Registered Owner | Signature of Bond Registrar |
|---|---|---|
| 8/30/2023 | Cede & Co.<br>c/o The Depository Trust Company<br>570 Washington Blvd.<br>Jersey City, NJ 07310<br>Federal Taxpayer I.D. No.: 13-2555119 | ______________________ |

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto ______________________________________________

______________________________________________

______________________________________________

(Name and Address of Assignee)

______________________ Social Security or Other
______________________ Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint ______________________________________________ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ____________________

______________________________

______________________________

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

______________________________

(Bank, Trust Company, member of National Securities Exchange)

*Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or* *its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

Section 4. Covenants, Accounts and Tax Levies.

4.01 Covenants. The Issuer covenants with the holders from time to time of the Bonds as follows:

A. Notwithstanding anything in this resolution to the contrary, the Issuer warrants, represents and covenants that the Abatement will be spent only in accordance with this resolution. The Issuer further warrants, represents and covenants that unless otherwise provided in this resolution, the Abatement shall be deposited, as received, in the Debt Service Fund and shall only be spent for payment of the principal of and interest on the Bond.

B. It is recognized, however, that the Issuer's liability on the Bond is not limited to the Abatement and Taxes so pledged, and the City Council covenants and agrees that it will levy upon all taxable property within the Issuer, and cause to be extended, levied and collected, any taxes found necessary for full payment of the principal of and interest on the Bonds, without limitation as to rate or amount.

4.02 The Fund. There is created a special fund to be designated the "2023B General Obligation Bonds Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Construction Account" and "Debt Service Account" respectively:

A. *Construction Account*. On receipt of the purchase price of the Bonds, the Issuer shall credit proceeds from the sale of the Bonds, less any accrued interest paid by the Lender upon closing and delivery of the Bonds (the "Accrued Interest") and less any capitalized interest funded from the proceeds of the Bonds ("Capitalized Interest"), to the Construction Account. Proceeds from the Bonds on deposit in the Construction Account, along with other monies of the Issuer available therefor, shall be used from time to time to pay, or reimburse the Issuer for payment of, the capital costs of the Project and costs of legal, financial advisory, and other professional services, printing and publication costs, and costs of issuance of the Bonds and interest due on the Bonds prior to completion of the Project, as such become due. Any funds remaining in the Construction Account after completion of the Projects shall be transferred to the Debt Service Fund.

B. *Debt Service Account.* There is pledged and appropriated to the Debt Service Account: (1) the Abatement for the Abatement Portion when due; (2) all Capitalized Interest funded from proceeds of the Bonds, if any; (3) Accrued Interest, if any; (4) any funds remaining in the Construction Account after completion of the Project; (5) ad valorem taxes levied hereinafter for payment of a portion for the Abatement Portion and Equipment Portion when due; and (6) all investment earnings on funds in the Debt Service Account. The money in the Debt Service Account shall be used for no purpose other than the payment of principal and interest on the Bonds; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Account, the Administrator shall pay the same from any other fund of the Issuer, which fund shall be reimbursed from the Debt Service Fund when the balance therein is sufficient.

4.03 <u>Tax Levy</u>. A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the Issuer are irrevocably pledged. There is levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said levies are for the years and in the amounts set forth in Exhibit A hereto, which is incorporated by reference as though fully set forth herein.

B. The tax levies are such that if collected in full they, together with estimated collections of investment earnings and the Tax Increments herein pledged for payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. The tax levies shall be irrepealable so long as any of the Bonds are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds remain outstanding, the City Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

4.04 <u>Investments</u>. Monies on deposit in the Debt Service Account may, at the discretion of the Administrator, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of project costs and/or payment of the principal and interest on the Bonds when due.

Section 5. <u>Certificate of Proceedings</u>.

5.01 <u>Filing of Resolution; County Auditor Certificate</u>. The Administrator or the designee thereof is directed to file a certified copy of this Resolution in the office of the County Auditor of Cottonwood County, along with such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

5.02 Authentication of Transcript. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the Issuer and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

5.03 Offering Materials. The Mayor and the Administrator are authorized and directed to certify that they have examined the offering materials prepared and circulated in connection with the reoffering of the Bonds by the Purchaser and that to the best of their knowledge and belief the offering materials are a complete and accurate representation of the facts and representations made therein as of the date of the offering materials.

5.04 Absent or Disabled Officers. In the event of the absence or disability of the Mayor or the Administrator, such officers or members of the City Council as in the opinion of the Issuer's attorney, may act in their behalf, shall without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

5.05 Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Issuer may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Chapter 118A bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Tax Covenants.

6.01 General.

A. The Issuer covenants and agrees with the Holders of the Bonds that the Issuer will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

B. The Issuer covenants with the Holders from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the Internal Revenue Code; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

C. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or $100,000. To this effect any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

6.02 Twenty-four Month Spending Exemption to Rebate. The proceeds of the Bonds will be used to finance construction expenditures, including payment of interest on the Bonds (the "available construction proceeds"). The Issuer reasonably expects that the proceeds of the Bonds and investment earnings thereon will be allocated to project costs allocable to the Bonds:

A. at least 75 percent of the available construction proceeds are to be used for construction expenditures with respect to property which is to be owned by the Issuer;

B. that with respect to the available construction proceeds, the following spending requirements will be met:

(i) 10 percent of the available construction proceeds will be spent for the Project within six months of the date hereof;

(ii) 45 percent of the available construction proceeds will be spent for the Project within one year of the date hereof;

(iii) 75 percent of the available construction proceeds will be spent for the Project within 18 months of the date hereof; and

(iv) 100 percent of the available construction proceeds will be spent for the Project within two years of the date hereof;

subject to an exception for reasonable retainage of five percent of the available construction proceeds; and that 100 percent of the available construction proceeds will be spent within three years from the date of closing and delivery thereof. In the event proceeds of the Bonds are not so spent, the Issuer will compute and cause the payment to the United States of all amounts required under the rebate requirement of Section 148(f) of the Code and the Regulations issued thereunder.

6.03 Arbitrage Certification. The Mayor and Administrator, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

6.05 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder may be deemed inapplicable and of no force or effect if an opinion of counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely affect the tax exempt status of interest on the Bonds.

Section 7. Continuing Disclosure. The City Council acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Mayor and the Administrator are authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

Section 8. Post-Issuance Tax Compliance. The Issuer has previously approved a Pre- and Post-Issuance Compliance Policy and Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The Issuer hereby ratifies the Policy and Procedures for the Bonds. The Administrator continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted by the Council this 7th day of November, 2023.

____________________________
Dominic Jones, Mayor

Attest:______________________________
Steve Nasby, City Administrator

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**ATTACHMENT A**

**$7,230,000 General Obligation Bonds, Series 2023B**
**City of Windom, Minnesota**

| | | |
|---|---|---|
| 2023 | 2024 | |
| 2024 | 2025 | |
| 2025 | 2026 | |
| 2026 | 2027 | |
| 2027 | 2028 | |
| 2028 | 2029 | |
| 2029 | 2030 | |
| 2030 | 2031 | |
| 2031 | 2032 | |
| 2032 | 2033 | |
| 2033 | 2034 | |
| 2034 | 2035 | |
| 2035 | 2036 | |
| 2036 | 2037 | |
| 2037 | 2038 | |
| 2038 | 2039 | |
| 2039 | 2040 | |
| 2040 | 2041 | |
| 2041 | 2042 | |
| 2042 | 2043 | |

**EXTRACT OF MINUTES OF A MEETING OF THE**
**CITY COUNCIL OF THE**
**CITY OF WINDOM, MINNESOTA**
**HELD: NOVEMBER 7, 2023**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Windom, Cottonwood County, Minnesota, was duly held in council chambers on November 7, 2023, at ____ P.M.

The following voting members were present:

and the following voting members were absent:

Member ____________________ introduced the following resolution and moved its adoption the reading of which was dispensed with by unanimous consent:

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF $7,230,000 GENERAL OBLIGATION BONDS, SERIES 2023B**

The motion for the adoption of the foregoing resolution was duly seconded by member ______________ and upon a vote being taken thereon, the following voted in favor of the resolution:

and the following voted against the resolution:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA )
) ss.
COUNTY OF COTTONWOOD )

I, the duly qualified and acting City Administrator of the City of Windom, Minnesota, do hereby certify that I am the official custodian of the records of the City, and that I have compared the attached copy with the original records of the City, and that it is a true and correct transcript taken from the records of the proceedings of the regular meeting of the Council, held at the City of Windom, Minnesota, on November 7, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of November, 2023.

________________________________
City Administrator

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# 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:** Building & Zoning Office
**DATE:** November 7, 2023 (City Council Meeting Date)
**RE:** Planning Commission Recommendation – Final Plat & Proposed Restrictive Covenants
**DEPT:** Building & Zoning
**CONTACT:** Andrew Spielman, Building & Zoning Official, at 832-8660 or andrew.spielman@windommn.com

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## Recommendations/Options/Action Requested

Adopt a Resolution approving the Final Plat and proposed restrictive covenants for "South Cottonwood Lake Subdivision" submitted by DVK Diversified, LLC and Cemstone Concrete Materials, LLC.

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## Issue Summary/Background

Final Plat:

Legally described as follows: A portion of the real estate described as All of Government Lot 2 in Section 25, Township 105 North, Range 36 West of the 5th P.M. in the City of Windom, Cottonwood County, Minnesota, EXCEPT a tract described as follows…… containing 0.348 acres, AND INCLUDING a tract in Government Lot 1 in Section 25, Township 105 North, Range 36 West of the 5th P.M. in the City of Windom, Cottonwood County, Minnesota, described as follows….. containing 0.097 acres. (brief description) This subdivision contains approximately 34.582 acres and is subject to easements of record or apparent.

Note: The Final Plat includes Blocks 1, 2, and 3, and Outlots A, B, and C of the proposed new residential subdivision entitled "South Cottonwood Lake Subdivision".

Parcel ID #: 25-025-0200 & 25-025-0201

Address/Location of the Property is: 1405 Cottonwood Lake Drive, Windom, MN

Applicants/Owners: **DVK DIVERSIFIED, LLC & CEMSTONE CONCRETE MATERIALS**

The Applicants/Owners submitted a Final Plat for a new residential subdivision to be known as "South Cottonwood Lake Subdivision". The Planning Commission reviewed the Final Plat at its regular meeting on October 10, 2023, and recommended City Council approval of the final plat.

At the October 10th Meeting, the Planning Commission also reviewed the proposed restrictive covenants covering the entire subdivision. The Planning Commission approved the draft of the covenants with recommended revisions.

Attached are excerpts from the Minutes for this Meeting that set forth the discussion and motions concerning the Planning Commission's recommendations to approve this Final Plat and the restrictive covenants with revisions.

## Fiscal Impact

There is no fiscal impact for the City.

## Attachments

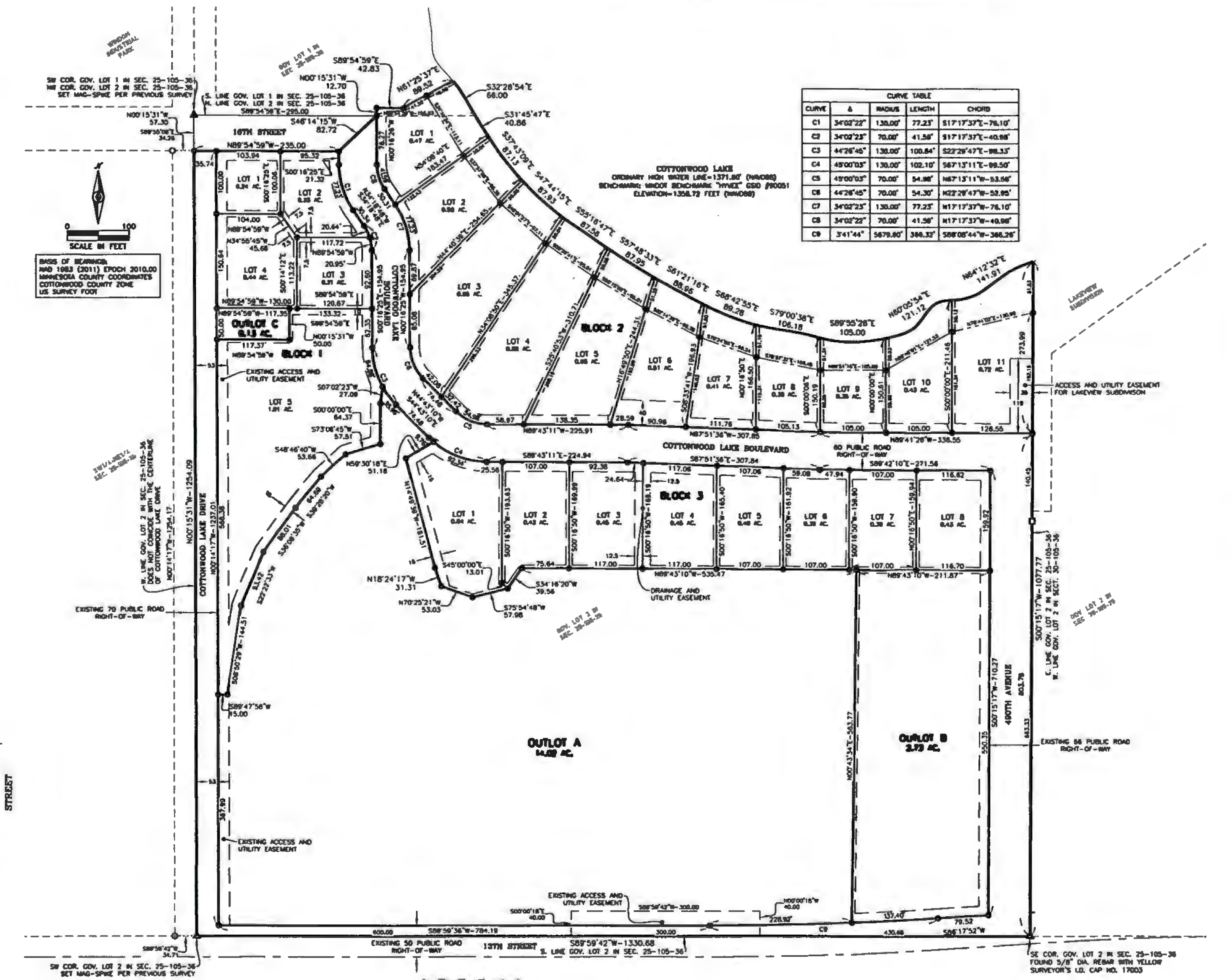
1. Final Plat of "South Cottonwood Lake Subdivision";
2. Resolution Approving Final Plat of "South Cottonwood Lake Subdivision";
3. Proposed Restrictive Covenants for "South Cottonwood Lake Subdivision";
4. Excerpts from Planning Commission's Minutes for Meeting held on October 10, 2023.

AWS:mah

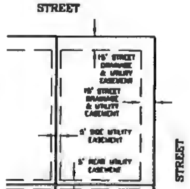
PREPARED BY: DGR ENGINEERING 1302 S. UNION STREET, P.O. BOX 511, ROCK RAPIDS, IOWA 51246 712-472-2531

COPY

# SOUTH COTTONWOOD LAKE SUBDIVISION
# TO THE CITY OF WINDOM
# COTTONWOOD COUNTY, MINNESOTA




| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | Δ | RADIUS | LENGTH | CHORD |
| C1 | 34°02'22" | 130.00' | 77.23' | S17°17'37"E–76.10' |
| C2 | 34°02'23" | 70.00' | 41.58' | S17°17'37"E–40.98' |
| C3 | 44°26'45" | 130.00' | 100.84' | S22°29'47"E–98.33' |
| C4 | 45°00'03" | 130.00' | 102.10' | S67°13'11"E–99.50' |
| C5 | 45°00'03" | 70.00' | 54.98' | N67°13'11"W–53.58' |
| C6 | 44°26'45" | 70.00' | 54.30' | N22°29'47"W–52.95' |
| C7 | 34°02'23" | 130.00' | 77.23' | N17°17'37"W–76.10' |
| C8 | 34°02'22" | 70.00' | 41.58' | N17°17'37"W–40.98' |
| C9 | 3°41'44" | 5679.60' | 366.32' | S88°08'44"W–366.26' |




TYPICAL EASEMENTS
UNLESS OTHERWISE NOTED

KNOW ALL MEN BY THESE PRESENTS: That Cemstone Concrete Materials, LLC, a Minnesota limited liability company, and DVK Diversified, LLC, a Minnesota limited liability company, owners and proprietors of the following described property situated in the City of Windom, in the County of Cottonwood, State of Minnesota, to wit:

All of Government Lot Two (2) in Section 25, Township 105 North, Range 36 West of the 5th P.M., in the City of Windom, Cottonwood County, Minnesota, EXCEPT all that part of Government Lot 2 in Section 25, Township 105 North, Range 36 West of the 5th P.M., in the City of Windom, Cottonwood County, Minnesota, described as follows: Beginning at the Northwest corner of said Government Lot 2; thence South 89°54'59"East (on the Minnesota County Coordinate System, Cottonwood County Zone) along the North line of said Government Lot 2 for a distance of 295.00 feet; thence South 46°14'15"West for a distance of 82.72 feet; thence North 89°54'59"West for a distance of 235.00, feet, more or less, to the West line of said Government Lot 2; thence North 00°15'31"West along the West line of said Government Lot 2 for a distance of 57.30 feet, more or less, to the point of beginning, containing 0.349 acres, more or less; AND INCLUDING all that part of Government Lot One (1) in Section 25, Township 105 North, Range 36 West of the 5th P.M., in the City of Windom, Cottonwood County, Minnesota, described as follows: Commencing at the Southwest corner of said Government Lot 1; thence South 89°54'59"East (on the Minnesota County Coordinate System, Cottonwood County Zone) along the South line of said Government Lot 1 for a distance of 295.00 feet to the point of beginning; thence North 00°15'31"West for a distance of 12.70 feet; thence South 89°54'58"East for a distance of 42.83 feet; thence North 61°25'37"East for a distance of 89.52 feet, more or less, to the Ordinary High Water Line of Cottonwood Lake; thence Southeasterly on and along said Ordinary High Water Line of Cottonwood Lake for a distance of 66.00 feet, more or less, to the South line of said Government Lot 1; thence North 89°54'59"West along the South line of said Government Lot 1 for a distance of 156.83 feet, more or less, to the point of beginning. This additional tract contains 0.097 acres more or less. Subject to easements, if any, of record or apparent.

The total acreage in this Subdivision is 34.58 acres, more or less.

Have caused the same to be surveyed and platted as the SOUTH COTTONWOOD LAKE SUBDIVISION, and do hereby dedicate to the public for public use Outlot A as open space and the public ways and the drainage and utility easements as created by this plat.

In witness whereof, said Cemstone Concrete Materials, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this 23 day of October, 2023

Signed: Cemstone Concrete Materials, LLC

By ______________________
Timothy Becken, Manager

MELISSA A. SCHMID
Notary Public-Minnesota
My Commission Expires Jan. 31, 2029

ACKNOWLEDGEMENT:
STATE OF Minnesota
COUNTY OF Dakota
This instrument was acknowledged before me this 23 day of October, 2023
by Timothy Becken, Manager of Cemstone Concrete Materials, LLC, a Minnesota limited liability company.
Melissa A Schmid
Signature
Minnesota Notary
Title (or Rank)
My commission expires 1-31-2029

In witness whereof, said DVK Diversified, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this 30 day of October 2023

Signed: DVK Diversified, LLC

By ______________________
David Voss, Vice President

ACKNOWLEDGEMENT:
STATE OF Minnesota
COUNTY OF Stearns
This instrument was acknowledged before me this 30 day of October 2023
by David Voss, Vice President of DVK Diversified, LLC, a Minnesota limited liability company.
Tammy J Braun
Signature
Minnesota Notary
Title (or Rank)
My commission expires 1/31/2027

TAMMY J BRAUN
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2027

CITY COUNCIL, CITY OF WINDOM, MINNESOTA

This plat of SOUTH COTTONWOOD LAKE SUBDIVISION was approved and accepted by the City Council of the City of Windom, Minnesota at a regular meeting thereof held this ___ day of __________, 20___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 1.

City Council, City of WINDOM, Minnesota

By ______________________ Dominic Jones, Mayor

By ______________________ Steven Nasby, City Administrator

WINDOM CITY PLANNING COMMISSION

Be it known that at a meeting held on this ___ day of __________, 20___, the Planning Commission of the City of Windom, Minnesota, did hereby review and approve this plat of SOUTH COTTONWOOD LAKE SUBDIVISION.

By ______________________ Brett Mattson, Chairman

By ______________________ Andrew Spielman, Zoning Administrator

WINDOM ATTORNEY

This plat of SOUTH COTTONWOOD LAKE SUBDIVISION was reviewed and approved by the City Attorney for the City of Windom this ___ day of ______________, 20___.

City Attorney, City of Windom, Minnesota

By ______________________
Ron Schramel, City Attorney

COUNTY AUDITOR/TREASURER, COTTONWOOD COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Section 272.12, there are no delinquent taxes and transfer entered this day of ______________, 20___.

Cottonwood County Auditor

______________________, Auditor/Treasurer By______________________, Deputy

COUNTY RECORDER, COTTONWOOD COUNTY, MINNESOTA

I hereby certify that this plat of SOUTH COTTONWOOD LAKE SUBDIVISION was filed in the office of the County Recorder for public record on this ____ day of __________, 20___, at _____ o'clock __.M. and was duly filed as Document Number ______________.

______________________, County Recorder By______________________, Deputy

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Adam N. Wiersma, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year as indicated on this plat; that all water boundaries and wet lands as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this 5th day of October, 2023
Adam Wiersma
Adam N. Wiersma, Licensed Land Surveyor
Minnesota License No. 51727

ADAM N. WIERSMA
LICENSED LAND SURVEYOR
51727
STATE OF MINNESOTA

ACKNOWLEDGEMENT:
STATE OF Iowa
COUNTY OF Lyon
This instrument was acknowledged before me this 5th day of October, 2023 by Adam N. Wiersma.
Jennifer Miss
Signature
Title (or Rank)
My commission expires 2/14/25

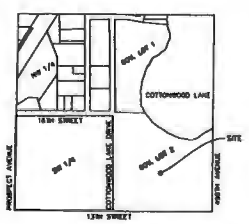
JENNIFER MISS
Notarial Seal - Iowa
Commission Number 815309
My Commission Expires Feb 14, 2025

LEGEND
- SECTION CORNER AS NOTED
- SET 1/2" X 24" REBAR WITH RED SURVEYOR'S I.D. CAP NO. 51727
- FOUND 5/8" DIA. REBAR
- FOUND 5/8" DIA. REBAR WITH YELLOW SURVEYOR'S I.D. CAP NO. 23008
- FOUND 5/8" DIA. REBAR WITH RED SURVEYOR'S I.D. CAP NO. 43803
- SUBDIVISION BOUNDARY LINE
- INTERIOR LOT LINE
- EASEMENT LINE
- MEANDER LINE
- HIGHWAY CENTERLINE
- MISCELLANEOUS SURVEY LINE

PREPARED FOR: CEMSTONE CONCRETE MATERIALS, LLC
2025 CENTRE POINTE BLVD., #300
MENDOTA HEIGHTS, MN 55120-1221

DVK DIVERSIFIED LLC
316 BUSINESS 23 EAST
P.O. BOX 77
PAYNESVILLE, MN 56101

PREPARED BY: DGR ENGINEERING
ADAM WIERSMA, LICENSED LAND SURVEYOR
1302 SOUTH UNION STREET
P.O. BOX 511
ROCK RAPIDS, IA 51246




VICINITY MAP

| | | | |
|---|---|---|---|
| DGR ENGINEERING | DGR ENGINEERING<br>Rock Rapids, Iowa 712-472-2531<br>Sioux City, Iowa<br>Ankeny, Iowa<br>Sioux Falls, South Dakota | Date 10-05-23<br>Drawn By ANW<br>Approved ANW<br>Revised | PROJECT NO. 372172<br>DWG. # P:\03\069\2023\369202\DWG\3692023SUBDIVISION.DWG |

# RESOLUTION # 2023-

**INTRODUCED:**

**SECONDED:**

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

## CITY OF WINDOM

### RESOLUTION APPROVING THE FINAL PLAT OF "SOUTH COTTONWOOD LAKE SUBDIVISION" IN THE CITY OF WINDOM, MINNESOTA

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**WHEREAS,** the Windom Planning Commission ("Planning Commission") held a public hearing on September 12, 2023, concerning the Preliminary Plat for "South Cottonwood Lake Subdivision"; and

**WHEREAS**, the Planning Commission recommended that the City Council approve the Preliminary Plat with the proposed easements along the new street in the subdivision to be identified as street drainage and utility easements; and

**WHEREAS,** the City Council reviewed the Preliminary Plat on September 19, 2023, and approved the Preliminary Plat for "South Cottonwood Lake Subdivision", as revised, pursuant to the Planning Commission's recommendation; and

**WHEREAS,** the Planning Commission reviewed the Final Plat and proposed restrictive covenants for "South Cottonwood Lake Subdivision" at its meeting on October 10, 2023, and recommended to the City Council that the Final Plat be approved and that the restrictive covenants be approved with a few revisions; and

**WHEREAS**, the City Council has reviewed the Final Plat of "South Cottonwood Lake Subdivision" and finds that the Final Plat is in compliance with the City Code requirements; and

**WHEREAS,** the City Council has reviewed the proposed restrictive covenants, as revised, pursuant to the Planning Commission's recommendations.

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

1. The Final Plat of "SOUTH COTTONWOOD LAKE SUBDIVISION" is hereby approved and the Mayor and City Administrator are authorized to sign said Final Plat.

2. The proposed Restrictive Covenants for "South Cottonwood Lake Subdivision" are hereby approved for recording with the Final Plat of "South Cottonwood Lake Subdivision".

**Adopted this 7th day of November, 2023.**

______________________________
Dominic Jones, Mayor

ATTEST:______________________________
Steven Nasby, City Administrator

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTH COTTONWOOD LAKE SUBDIVISION CITY OF WINDOM COTTONWOOD COUNTY, MINNESOTA

DVK Diversified, LLC, a limited liability company under the laws of Minnesota, the owners of the following property situated in the County of Cottonwood, State of Minnesota, hereby make the following declarations, conditions and restrictions as to the use which the lots or tracts constituting the property may be put. These conditions and restrictions shall constitute Covenants to run with the land as provided by law, and shall be binding upon all owners of the tracts, lots or parcels and all persons claiming under them, and for the benefit of, and the limitations on, all future owners of said property, these Covenants, Conditions or Restrictions being designed for the purpose of insuring the use of this property for attractive residential and recreational purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the area, and thereby to secure to such lot owner the full benefit and enjoyment of his or her home, with no greater restrictions on the free and undisturbed use of his or her lot than is necessary to insure the same advantages to other lot owners. These Covenants are to run with the land and shall be binding on all parties, and all persons claiming under them until 5 years, at which time, said Covenants shall be automatically extended for successive period of five years, unless eighty percent (80%) of the lot owners agree to change said Covenants in whole or in part. Notice of said amendments or termination shall be filed with the Cottonwood County Recorder's Office.

PROPERTY LEGAL DESCRIPTION. *Lots 1, 2, 3, 4 and 5, of Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, of Block 2; Lots 1, 2, 3, 4, 5, 6, 7 and 8, of Block 3; and Outlot B of South Cottonwood Lake Subdivision to the City of Windom, Cottonwood County, Minnesota.*

> *NOTE: Outlots A and C are specifically omitted from these Covenants. Outlot A is dedicated to the City in the Final Plat as open space. Outlot C will be deed to the City of Windom for its "production well".*

1. All drainage easements shown on the plat must be maintained at all times for the purpose of water drainage.

2. All lots other than those in the PUD shall be limited to 1 access point (driveway) and shall have a minimum of 15 inch culvert under driveway.

3. A lot or parcel of land shall be used for residential purposes. There shall not exist on any lot at any time more than one residence. The owners, their agents, successors, assigns and grantees shall not conduct or permit to be conducted on any of the above-described premises any trade and/or business of any type or description, nor shall the premises be used for any purpose other than as a private single family dwelling or residence hereafter described. In-home businesses shall be allowed as long as they are conducted strictly within the dwelling. If the owners of the plat ever change these covenants, any business that is being conducted shall be allowed to be continued. If they discontinue the business and the covenants no longer allow said business, said home owner shall not be allowed to restart said business.

4. No dwelling shall have a ground floor area of less than 1,400 square feet in the case of a one-story structure, exclusive of garages, porches and terraces. Any one and one-half story residence, or any two-story residence, the total square footage shall be at a minimum of 2,000 square feet, exclusive of garages, porches or terraces. All dwellings must be stick built on the premises with a minimum 6 – 12 pitch shall be required to have multiple roof lines. No modular or any type of mobile home or any building of any kind shall be moved on the premises. Temporary dwelling on the premises while the home is constructed is not allowed.

5. All of the residential units shall have an attached garage with a minimum of two stalls.

6. No detached outbuildings shall be constructed prior to the completion of the single-family residential unit. If a detached outbuilding is constructed after completion of the residential unit, it shall have the same siding as the residential unit. The minimum square footage for such outbuildings shall be 350 square feet.

7. No lot owner shall permit the storage of vehicles, boats, campers or recreational vehicles by anyone occupying that lot other than in an enclosed garage building, except one (1) recreational vehicle in season is allowed such as one boat and trailer, or one camper in the summer months, or one snowmobile and trailer in the winter months.

8. Any residential unit shall be completed within twelve (12) months from the date of commencement of construction. The exterior, including all excess building materials, fallen timber and debris shall be removed from the premises, and the premises shall be graded, seeded, sodded and landscaped in general conformity with the other homes in the subdivision within six months of the completion of the residence.

9. No prefabricated, manufactured buildings or trailer homes will be allowed or constructed on any of the above described lots.

10. No animals, horses, cattle, swine, goats, poultry or other farm or wild animals shall be raised, bred, or kept on any of the above described lots, except dogs, cats, and other household pets which may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

11. Homeowners must finish their driveway so as to eliminate dust and unsightly conditions pursuant to the requirements of Windom City Code.

12. No chain link or six foot tall privacy fences are allowed. No split rail or other fences permitted unless small picket or trellis type for a flower garden, not too exceed three feet in height. Fence immediately around in ground swimming pools shall be constructed according to insurance regulations.

13. These covenants shall be effective upon the recording of the declaration with the Cottonwood County Recorder's Office.

14. If any parties shall violate or attempt to violate any of the covenants or restrictions prior to their expiration, it shall be lawful for any party or parties of interest in any plat, parcel or lot in said tract to institute and prosecute proceedings at law or in equity against the party or parties violating or attempting to violate the same, either to prevent the said violation or to recover damages. If a party is found to be in violation of these covenants or restrictions, the party instituting proceedings may recover their attorney fees and costs incurred.

15. Invalidation of any of the conditions, restrictions, reservations or covenants noted herein by judgment or court order shall in no way affect any of the remaining other conditions, restrictions, reservations and covenants which shall remain in full force and effect.

16. The provisions of this declaration shall in no way be construed as diminishing the building requirements now or hereafter in force in the City of Windom or the County of Cottonwood or the State of Minnesota or any other governmental body with respect to said premises or authorizing a structure to be erected contrary to the same.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands this 1st day of November, 2023.

DVK DIVERSIFIED, LLC

By: ______________________
David Voss
Its Manager / Treasurer / Secretary

STATE OF MINNESOTA )
) ss.
COUNTY OF STEARNS )

This instrument was acknowledged before me on the 1st day of November, 2023, by David Voss, as Manager/Treasurer/Secretary, of DVK Diversified, LLC, a limited liability company under the laws of Minnesota.

SHERI LYNN BLONIGEN
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

______________________
Notary Public

Drafted by:
*David T. Johnson (DTJ/sb), Amundson, Johnson & Schrader, PA, 217 West James Street, P.O. Box 241, Paynesville, MN 56362; Tel: 320/243-3878; Attorney License No.: 291055*

**EXCERPTS FROM:**
**CITY OF WINDOM**
**PLANNING COMMISSION**
**MINUTES**
**OCTOBER 10, 2023**

1. Call to Order: The meeting was called to order by Vice Chairman Jared Baloun at 7:18 p.m.

2. Roll Call & Guest Introductions:

   Planning Commission: Jared Baloun, Dustin Harrold, Carol Hartman, Brandon Pletcher, and newly-appointed Commissioner Tom Tegels.
   Absent: Brett Mattson, Ben Byam, and Lorri Cole.
   Also Present: B&Z Staff: Zoning Admin. Andy Spielman and Admin. Asst. Mary Hensen; and Bob Braun with DVK Diversified, LLC.

……

6. South Cottonwood Lake Subdivision:

   A. Final Plat: Zoning Admin. Spielman reviewed the Final Plat with the Commissioners. The final plat covers all of Blocks 1, 2, and 3, and Outlots A, B, and C of the proposed new residential subdivision entitled South Cottonwood Lake Subdivision. The street right-of-way, sizes of blocks and lots, and easements remain the same as submitted on the Preliminary Plat. The easements along the street have been retitled as street drainage and utility easements and are 15 feet in width. There is a 40-foot easement on the front of Lot 6, Block 2 for drainage purposes and that will drain through a 25-foot easement between Lots 3 and 4 in Block 3. The final plat will be signed by David Voss for DVK Diversified, LLC (Property Owner) and Timothy Becken for Cemstone Concrete Materials, LLC (Property Owner of Lots 1 and 2 in Block 3).

   In response to a question, Zoning Admin. Spielman replied that Cemstone had retained two lots in the new subdivision for the purpose of constructing two concrete spec homes to showcase their products.

   Zoning Admin. Spielman reported that the title opinion covering the property in the new subdivision has been prepared by the City Attorney. There are no issues listed in the title opinion that would delay approval of the final plat.

   A preliminary draft of proposed restrictive covenants for the new subdivision was submitted by DVK Diversified, LLC (Developer) and was sent to the Commissioners after the packet. Zoning Admin. Spielman reviewed the proposed covenants. He advised that City Code does not require covenants for new subdivisions and it is at the discretion of the property owner/developer. Bob Braun from DVK was present and entered into the discussion with the Commissioners concerning the covenants. Because the new subdivision will be utilizing an open ditch system for drainage, the property owners who purchase the lots will need to install a culvert under each of the driveways along the new street. The covenants list a 12-inch culvert. Zoning Admin. Spielman reported that the City's Street Superintendent wanted the minimum size of the required culverts set out in the covenants and was recommending a larger size. In the preliminary infrastructure plans submitted by DGR Engineering, the detail shows a 15-inch culvert under each driveway instead of the 12-inch proposed in the covenants. Vice Chairman Baloun said a 15-inch culvert is the standard size culvert for county roads in Jackson County. Zoning Admin. Spielman said that his main concern is because the City is to regulate and maintain what's in the design standards. Mr. Braun agreed to revise the culvert size to 15 inches.

   There was a discussion concerning removing language in the covenants regarding township approval of a conditional use permit regarding outbuildings as the property is in City limits and also removal or rewording of language concerning brick exterior as it implies that would also be required on outbuildings. Mr. Braun indicated that the intent is that the outbuildings will have the same siding as the residential unit. There was a recommendation to remove the reference to granite chips in driveways as City Code requires a hard-surface driveway adjacent to hard-surface streets. Mr. Braun agreed to these revisions. Zoning

Admin. Spielman advised that the City does not enforce restrictive covenants. Those are enforced by the property owners in the subdivision as civil matters.

Zoning Admin. Spielman recapped the recommended revisions to the proposed restrictive covenants for the new subdivision pursuant to the discussion: Change the culvert size in No. 2 from 12 inches to 15 inches; remove the reference to township approval of outbuildings in No. 6 and delete or reword the reference to brick siding particularly relating to outbuildings also in No. 6; and delete the reference to granite chips in No. 12 and follow City Code concerning driveway specifications.

In response to a question, Zoning Admin. Spielman replied that these covenants cover all of the lots in the subdivision. There will be another set of covenants to cover the lots in the PUD that would potentially include most of the language in the covenants for the subdivision, but would also make specific reference to the two-family dwellings and apartment building proposed for lots in Block 1 and the number of accesses for those structures, etc.

**Motion by Commissioner Pletcher, seconded by Commissioner Tegels, to recommend that the City Council approve the Final Plat for South Cottonwood Lake Subdivision as presented. Motion carried 5-0.**

**Motion by Commissioner Harrold, seconded by Commissioner Hartman, to recommend that the City Council approve the proposed covenants for South Cottonwood Lake Subdivision with the revisions recommended by the Planning Commission. Motion carried 5-0.**

Mr. Braun indicated that he will forward the draft of the covenants to DVK's attorney to prepare a final set of the covenants for the new subdivision incorporating the recommendations from the Planning Commission. The revised covenants will come before the City Council with the final plat.

B. Planned Unit Development – Development Stage: The Commissioners received a copy of the Development Stage Plan for the PUD in the new subdivision with their packets. Zoning Admin. Spielman advised that the PUD covers all of Block 1, Block 3, and Outlots A, B, and C. The riparian lots in Block 2 are not included in the PUD. The lots in Block 3 are proposed for single-family dwellings and these lots meet the minimum size for single-family dwellings. In Block 1, the Developer is proposing up to a two-unit dwelling on each of Lots 1, 2, 3, and 4 with potentially two access points to the street per lot. The plan does not show any reduced setbacks. A 50-unit apartment building with a footprint of approximately 18,000 square feet is proposed for Lot 5 in Block 1. Block 5 would have an access to the new street and two accesses to Cottonwood Lake Drive. Because of the contours of Lot 5, the Apartment Developer is proposing underground parking for the building which would be accessed from the new street. The Apartment Developer has indicated that he would like enough spaces in the underground parking area to allow one per unit. Two parking spaces are required for each unit. There is a 27,000 square foot surface parking area for the remainder of the required spaces which will be accessed from Cottonwood Lake Drive. Outlot C will be deeded to the City as this is the location of the City's production well. Outlot A is being dedicated to the City in the Final Plat for open space. Outlot B will be deeded to the EDA for potential future development of part of that outlot. However, there are no present plans for the development of Outlot B. The Developer is not proposing any reduction in setbacks on the lots in the PUD.

In answer to a question, Zoning Admin. Spielman indicated that the placement of the two-unit dwellings on the lots in Block 1 will probably remain as shown. In response to a question, Zoning Admin. Spielman advised that a property owner could build a single-family home on Lots 1, 2, 3, or 4 in Block 1 instead of a two-family dwelling. However, the Developer is requesting approval of the Development Stage as presented to allow for two-family dwellings on those lots.

If the Development Stage is approved, the next step in the PUD process would be the Final Plan which would include restrictive covenants specific to the PUD.

In response to a question, Zoning Admin. Spielman replied that the engineering and design processes for the platting of this new subdivision and the potential PUD began a year or so ago before the Land Usage Code was amended. Because of these factors, the preliminary and final plats and PUD submittals are being reviewed pursuant to the previous code. The new subdivision is located in the Shoreland District and the provisions in the City Code for this District did not change. The City follows the provisions of the Shoreland District regarding platting and PUDs except when those code sections direct us to the subdivision provisions of the land usage code. The PUD section of the Shoreland Code is more restrictive and does not direct us back to the PUD sections in the land usage code. However, we have been following the stages set forth in the land usage code for the processing of the PUD. In response to a follow-up question, Zoning Admin. Spielman said that there would not have been many changes in the subdivision sections that would have affected this proposed new subdivision. There were some design changes for residential PUDS in the new land usage code, but most of the changes made in the PUD Sections covered commercial PUDS.

Commissioner Hartman said it is important for the whole community to preserve trees and she asked if there was any goal to preserve trees in the new subdivision. Bob Braun indicated that the most of the trees in Outlot A would be removed because that property is to be converted to a prairie. In the rest of the subdivision, they will just be removing the trees that need to be removed for grading or infrastructure purposes. Zoning Admin. Spielman advised that the 50-foot shore impact zone requires as little disturbance as possible to soil and vegetation pursuant to DNR regulations.

In response to a question, Bob Braun indicated that the actual footprints for the two-family dwellings in Block 1 will be similar to what is shown on the PUD Development Stage. Vice Chairman Baloun had a question concerning people backing out of Lot 1, Block 1 and coming out of Lot 5, Block 1 onto Cottonwood Lake Boulevard because of curves and site lines. Commissioner Harrold asked if the lots meet the vision clearance triangle provisions of Code. Zoning Admin. Spielman responded that it appears that they will because of the setback requirements. He advised that there had been a discussion with the Street Superintendent and the Police Chief concerning the placement of stop signs in the new Subdivision and he outlined those locations.

**Motion by Commissioner Hartman, seconded by Commissioner Harrold, to recommend that the City Council approve the Development Stage layout of the PUD for South Cottonwood Lake Subdivision with the structures and accesses as shown on the plan. Motion carried 5-0.**

Zoning Admin. Spielman advised Bob Braun that these two items will go to the City Council on October 17th for review. The Council Meeting begins at 6:30 p.m. Admin. Asst. Hensen advised Mr. Braun concerning the required submissions of the final plat and he advised that he would be obtaining final signatures by the Cemstone Manager. Following this agenda item, Mr. Braun left the meeting.

.......

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

Attest: ______________________________ ______________________________

Andy Spielman, Zoning Administrator Jared Baloun, Vice Chairman

# 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:** Building & Zoning Office
**DATE:** November 7, 2023 (City Council Meeting Date)
**RE:** PUD - Development Stage Plan – South Cottonwood Lake Subdivision
**DEPT:** Building & Zoning
**CONTACT:** Andrew Spielman, Building & Zoning Official, at 832-8660 or andrew.spielman@windommn.com

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**Recommendations/Options/Action Requested**

Approve the Development Stage Plan for the proposed residential Planned Unit Development (PUD) in the South Cottonwood Lake Subdivision by motion.

(Note: The PUD covers all of Block 1, Block 3, and Outlots A, B, and C. The lots in Block 2 of the subdivision are not included in the PUD.)

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**Issue Summary/Background**

At its meeting on October 10th, the Planning Commission reviewed the Development Stage Plan for the proposed residential PUD in the South Cottonwood Lake Subdivision and recommended approval of the Development Stage Plan by the City Council.

Attached are excerpts from the Minutes of the Planning Commission's October 10th Meeting that set forth the discussion and motion concerning the Planning Commission's recommendation.

A copy of the Development Stage Plan is attached.

**Fiscal Impact**

There is no fiscal impact for the City if the City Council approves the Development Stage Plan.

**Attachments**

1. Development Stage Plan for PUD for South Cottonwood Lake Subdivision;
2. Excerpts from Planning Commission's Minutes for Meeting held on October 10, 2023 (*included with packet attachments for agenda item covering Final Plat of new subdivision)*.

AWS:mah

# PLANNED UNIT DEVELOPMENT
# SOUTH COTTONWOOD LAKE SUBDIVISION
# TO THE CITY OF WINDOM
# COTTONWOOD COUNTY, MINNESOTA

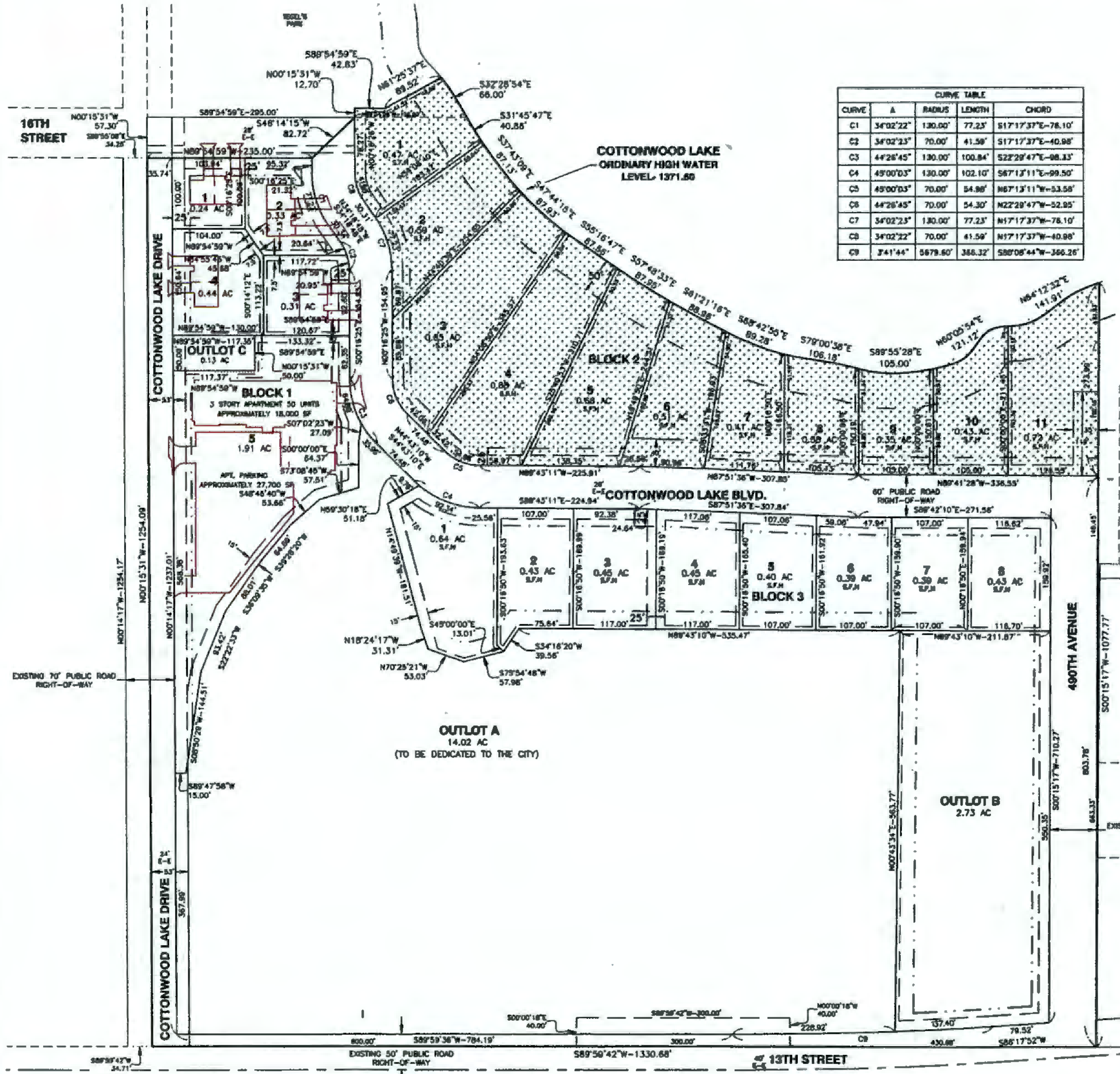
SCALE IN FEET 0 – 100

BASIS OF BEARINGS:
NAD 1983 (2011) EPOCH 2010.00
MINNESOTA COUNTY COORDINATES
COTTONWOOD COUNTY
DATUM: NAVD 88 (GEOID 12B)
US SURVEY FOOT

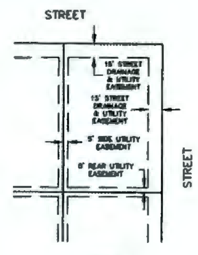
**Legal Description for "South Cottonwood Lake Subdivision":**

All of Government Lot Two (2) in Section 25, Township 105 North, Range 36 West of the 5th P.M., in the City of Windom, Cottonwood County, Minnesota, EXCEPT all that part of Government Lot 2 in Section 25, Township 105 North, Range 36 West of the 5th P.M., in the City of Windom, Cottonwood County, Minnesota, described as follows: Beginning at the Northwest corner of said Government Lot 2; thence South 89°54'59"East (on the Minnesota County Coordinate System, Cottonwood County Zone) along the North line of said Government Lot 2 for a distance of 295.00 feet; thence South 46°14'15"West for a distance of 82.72 feet; thence North 89°54'59"West for a distance of 235.00, feet, more or less, to the West line of said Government Lot 2; thence North 00°15'31"West along the West line of said Government Lot 2 for a distance of 57.30 feet, more or less, to the point of beginning, containing 0.349 acres, more or less; AND INCLUDING all that part of Government Lot One (1) in Section 25, Township 105 North, Range 36 West of the 5th P.M., in the City of Windom, Cottonwood County, Minnesota, described as follows: Commencing at the Southwest corner of said Government Lot 1; thence South 89°54'59"East (on the Minnesota County Coordinate System, Cottonwood County Zone) along the South line of said Government Lot 1 for a distance of 295.00 feet to the point of beginning; thence North 00°15'31"West for a distance of 12.70 feet; thence South 89°54'59"East for a distance of 42.83 feet; thence North 61°25'37"East for a distance of 89.52 feet, more or less, to the Ordinary High Water Line of Cottonwood Lake; thence Southeasterly on and along said Ordinary High Water Line of Cottonwood Lake for a distance of 66.00 feet, more or less, to the South line of said Government Lot 1; thence North 89°54'59"West along the South line of said Government Lot 1 for a distance of 156.83 feet, more or less, to the point of beginning. This additional tract contains 0.097 acres more or less. Subject to easements, if any, of record or apparent.

The total acreage in this Subdivision is 34.58 acres, more or less.




| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | Δ | RADIUS | LENGTH | CHORD |
| C1 | 34°02'22" | 130.00' | 77.23' | S17°17'37"E–76.10' |
| C2 | 34°02'23" | 70.00' | 41.59' | S17°17'37"E–40.98' |
| C3 | 44°26'45" | 130.00' | 100.84' | S22°29'47"E–98.33' |
| C4 | 45°00'03" | 130.00' | 102.10' | S67°13'11"E–99.50' |
| C5 | 45°00'03" | 70.00' | 54.98' | N67°13'11"W–53.58' |
| C6 | 44°26'45" | 70.00' | 54.30' | N22°29'47"W–52.95' |
| C7 | 34°02'23" | 130.00' | 77.23' | N17°17'37"W–76.10' |
| C8 | 34°02'22" | 70.00' | 41.59' | N17°17'37"W–40.98' |
| C9 | 3°41'44" | 5679.60' | 366.32' | S88°08'44"W–366.26' |


TYPICAL EASEMENTS

OWNER
DVK DIVERSIFIED LLC
316 BUSINESS 23 EAST
P.O. BOX 27
PAYNSVILLE, MN 56362

CEMSTONE CONCRETE MATERIALS, LLC
2025 CENTRE POINTE BLVD., #300
MENDOTA HEIGHTS, MN 55120-1221

CURRENT ZONING CLASSIFICATION
R2–URBAN 1 & 2 FAMILY

S.F.H– SINGLE FAMILY HOME

LEGEND
- PROPERTY LINE
- SETBACK LINE
- LOT LINE
- DRAINAGE & UTILITY EASEMENT LINE
- STRUCTURE OUTLINE
- AREA NOT INCLUDED IN PUD

DAN L. VAN SCHEPEN
LICENSED PROFESSIONAL ENGINEER
45586
STATE OF MINNESOTA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BY: DATE: 10-04-2023
DANIEL L. VAN SCHEPEN, P.E. LICENSE NO. 45586
MY LICENSE RENEWAL DATE IS JUNE 30, 2024
PAGES OR SHEETS COVERED BY THIS SEAL: ALL

DGR ENGINEERING
Rock Rapids, Iowa 712-472-2531
Sioux City, Iowa
Ankeny, Iowa
Sioux Falls, South Dakota

Date 9-13-23
Drawn By ANW
Approved DLV
Revised

PROJECT NO. 372172

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# RESOLUTION #2023-

**Introduced:**
**Seconded:**
**Voted: Aye:**
**Nay:**
**Absent:**

## RESOLUTION DESIGNATING ANNUAL POLLING PLACE

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**WHEREAS,** for election purposes, the territory which comprises the City of Windom was divided into two wards and four precincts; and

**WHEREAS,** MN Statutes §204B.16 requires the Windom City Council to designate its local polling place for elections annually; and

**WHEREAS,** the designated polling place for all City of Windom precincts remains unchanged; and

**WHEREAS,** the Windom Community Center has been designated as the polling place for all City of Windom precincts.

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

> In accordance with Minnesota Statutes §204B.16, the Windom City Council hereby designates the Windom Community Center, located at 1750 Cottonwood Lake Drive, Windom, Cottonwood County, Minnesota, as its polling place for all City of Windom precincts for 2024 elections.

**BE IT FURTHER RESOLVED,** that the City of Windom will notify residents of any change in this designation by following the requirements of MN Statutes §204B.16 & §204B.175.

Adopted this 7th day of November, 2023.

____________________________
**Dominic Jones, Mayor**

**Attest:**____________________________
**Steven Nasby, City Administrator**

# ACTION ITEM

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

**TO:** City Council
**FROM:** Personnel Committee
**DATE:** November 2, 2023
**RE:** Approval of Labor Agreements – IBEW & LELS
**DEPT:** Administration
**CONTACT:** Steve Nasby, City Administrator: Steve.Nasby@windommn.com

**Recommendations/Options/Action Requested**

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

1. Approve the labor agreement with the International Brotherhood of Electrical Workers, Local 949.
2. Approve the labor agreement with Law Enforcement Labor Services, Local #351.

**Issue Summary/Background**

The Personnel Committee met with the business agents of IBEW, LELS and the bargaining unit representatives many times over the last few months to work out these agreements. The negotiation process was assisted by a mediator from the State Bureau of Mediation Services for the IBEW agreement.

The City also consulted with an attorney from Flaherty & Hood to help with the process and review contract language. The Personnel Committee also met with the City Council twice to discuss strategy and set financial parameters for the labor agreements.

Labor agreements covering 2024 -2026 have tentatively been completed with both unions and the Personnel Committee is recommending approval.

**Fiscal Impact**

New funds from the State of Minnesota for local government aid and public safety aid will be used to help off-set the increases in labor costs. Health insurance costs continue to rise and there was considerable discussion between all the parties on how to handle them. Both labor agreements lock in City health insurance contributions for the term of the agreements. Overall, the two labor agreement settlements are within the budget parameters outlined by the City Council.

**Attachments**

1. International Brotherhood of Electrical Workers, Local 949 labor agreement.
2. Law Enforcement Labor Services, Local #351 labor agreement.

# LABOR AGREEMENT

**BETWEEN**

# CITY OF WINDOM

**AND**

# LAW ENFORCEMENT LABOR SERVICES, INC.
# (LOCAL #351)

October 2, 2023 - DECEMBER 31, 2026

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**MASTER LABOR AGREEMENT**

**BETWEEN**

**CITY OF WINDOM**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL#351**

# ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Windom, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. (Local #351) hereinafter called the Union.

1.1 It is the intent and purpose of this Agreement to:

1.11 Establish an equitable and orderly procedure for the resolution of disputes concerning this Agreement's interpretation and application; and

1.12 Place in written form the parties agreement upon the rates of pay, hours of work, and other terms and conditions of employment contained herein.

# ARTICLE II. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for:

All essential employees of the City of Windom Police Department, Windom, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory and confidential employees.

2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

# ARTICLE III. DEFINITIONS

3.1 **UNION**: Law Enforcement Labor Services, Inc., Local #351.

3.2 **UNION MEMBER:** A member of Law Enforcement Labor Services, Inc., Local #351

3.3 **EMPLOYEE:** A member of the exclusively recognized bargaining unit as described in Article II of this Agreement.

3.4 **REGULAR EMPLOYEE:** An employee who has completed the required probationary period.

3.5 **PROBATIONARY EMPLOYEE:** An employee who has not completed the required probationary period.

3.6 **EMPLOYER:** The City of Windom.

3.7 **DEPARTMENT:** The City of Windom Police Department.

3.8 **UNION OFFICER:** Officer elected or appointed by Law Enforcement Labor Services, Inc. Local #351

3.9 **STRIKE:** Concerted action in failing to report for duty, the willful. absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

3.10 **BASE PAY RATE:** The employee's pay rate is exclusive of any other special allowances.

3.11 **SENIORITY:**

a) Job Classification Seniority: Length of continuous service in a job classification included in the unit in accordance with Article II, Recognition. Job classification seniority shall reflect the length of continuous employment in an individual job classification from the date the employee assumed his/her current job classification title.

b) Employer Seniority: Length of continuous service with the Employer.

c) Bargaining Unit Seniority: Length of continuous service in all job classifications included in the unit in accordance with Article II, Recognition. Bargaining unit seniority shall reflect the length of continuous employment in all job classifications within the unit from the date the employee assumed his/her employment in any job classification included in the bargaining unit.

3.12 **WORK SHIFT:** A work period including rest breaks and a lunch break.

3.13 **REST BREAKS:** Periods during the work shift during which the employee remains on continual duty and is responsible for assigned duties. A rest break shall consist of a fifteen (15) minute period.

3.14 **LUNCH BREAK:** A period during the work shift during which the employee remains on continual duty and is responsible for assigned duties. A lunch break shall consist of a sixty (60) minute period.

3.15 Domestic Partner. Any two adults who meet all the following:

(1) Are not related by blood closer than permitted under marriage laws of the state.

(2) Are not married

(3) Are jointly responsible to each other for the necessities of life.

(4) Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.

(5) Do not have any other domestic partner(s).

(6) Are both at least 18 years of age.

(7) At least one of who is employed by City of Windom.

## ARTICLE IV. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down, or other interruption of or interference with the normal functions of the Employer.

## ARTICLE V. EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment to establish functions and Programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## ARTICLE VI. UNION SECURITY

6.1 Upon receipt of written notice from the Union, the Employer agrees to deduct from the wages of employees who authorize such a deduction in writing an amount to equal monthly Union dues. Such monies shall be remitted to the designated officer of the Union, together with a list of the names of the employees from whose wages deductions were made. The Union shall not be entitled to collect dues which may have accrued prior to the receipt of written notice to the Employer.

6.2 Sections 6.1 shall remain operative only as long as it is specifically provided by law and is otherwise legal.

6.3 The Union may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the Employer in writing of such notice and changes in the position of Steward and/or alternate.

6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

6.5 The Employer shall make space available on the bulletin board for posting Union notice(s) and announcement(s) with specific prior approval of the Employer.

6.6 The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment which conflict with this Agreement.

6.7 The Employer agrees to allow employees time off in accordance with applicable law for the purposes of conducting Union business and investigating grievances. Such time off must have the prior approval of the Employer-designated representative and shall be provided when time off will not interfere with service needs of the department.

## ARTICLE VII. EMPLOYEE RIGHTS GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 Union Representatives

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by 6.2 of this Agreement.

7.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hams only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following Procedure:

**Step 1:** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Chief of Police. The Chief of Police will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Chief of Police's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**Step 2:** If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police. The Chief of Police shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**Step 3:** If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's answer in writing within twenty-one (21) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**Step 4:** A grievance unresolved in Step 3 and appealed to Step 4 by the Union may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the City Administrator's final Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services. If the grievance arbitration is for written disciplinary action, discharge or termination it shall be subject to Minnesota Statue 626.892 and the appointment language in this statute.

7.5 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

## ARTICLE VIII. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Windom. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## ARTICLE IX. DISCIPLINE

9.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a) Oral reprimand

b) Written reprimand

c) Suspension

d) Demotion to job classifications as are included in this labor agreement; or

e) Discharge.

9.2 Notice of suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The Union will be provided with a copy of such notice.

9.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged for receipt by signature of the employee. The employee will receive a copy of such reprimands and notices.

9.4 Employees will not be questioned concerning events or circumstances which may lead to disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

9.5 Grievances relating to this Article shall be initiated by the Union in Step 3 of the Grievance Procedure under Article VII.

## ARTICLE X. WORK SCHEDULES

10.1 The sole authority in establishing work schedules is the Employer. The work period shall be twenty-eight (28) consecutive days coinciding with two (2) payroll periods. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee's:

a) Hours worked on assigned shifts

b) Assigned training hours; and

c) Authorized paid leave time

10.2 Nothing contained in this, or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

10.3 A normal work shift shall consist of a consecutive work period including two (2) fifteen (15) minute rest breaks and a lunch break of sixty (60) minutes. Except in the case of emergency, the

Employer-designated representative will provide twenty-one (21) days advance notice of a change in the employee's work schedule in the event the change will affect the employee's scheduled days off.

10.4 Work schedules which indicate the employee's shifts, work days and hours shall be established and posted by the Employer. Such schedules shall remain in effect unless changed by the Employer.

10.5 Employees may voluntarily switch shifts with the prior approval of the Employer- designated representative. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

## ARTICLE XI. OVERTIME

11.1 Regular full-time employees will be compensated at one and one-half (1-1/2) times the employee's regular base rate of pay for hours worked in excess of the employee's scheduled shift or shifts assigned with less than twenty-one (21) days advance notice which affect the employee's scheduled days off or hours worked in excess of one hundred sixty (160) hours in a work period. Changes of shifts with twenty-one (21) or more days of advance notice do not qualify the employee for overtime under this Article. All overtime will be authorized by the Employer in advance, except in case of emergency or as otherwise directed by the Employer-designated representative.

11.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

11.3 Overtime will be calculated to the nearest fifteen (15) minutes.

11.4 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.

11.5 Employees may be paid for overtime worked in accordance with Section 11.1 or be allowed to accumulate compensatory time off in accordance with Section 11.1 at the discretion of the Employer. Accrual and use of compensatory time off shall be subject to the prior approval of the Employer and accrual shall not exceed sixty (60) hours. The Canine officer may accrue additional hours beyond the limit herein as long as the Department has a Canine; however, such accrual shall not exceed one hundred (100) hours. " Employee' s shall have the option to cash out compensatory time once per calendar year with said payment made in conjunction with normal payroll."

11.6 For the purpose of computing overtime compensation, hours paid for but not worked shall be counted as hours worked.

## ARTICLE XII. SENIORITY

12.1 Seniority rosters shall be maintained by the Employer on the basis of job classification seniority, bargaining unit seniority, and Employer seniority as defined in Article III, Definitions, Section 3.11.

12.2 The Employer will provide the Union with an updated seniority roster on January 1st of each year which will include the job classification seniority, bargaining unit seniority, and Employer seniority for each employee.

12.3 Employees who separate from employment shall lose their seniority except when such separation is due to layoff. An employee shall be considered separated from employment in case of resignation, retirement, discharge and unauthorized absence for a period of three (3) or more consecutive work days.

12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.

## ARTICLE XIII. LAYOFF AND RECALL

13.1 The Employer shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a layoff. Employees shall be laid off on the basis of job classification seniority only when the job-relevant qualification factors between employees are equal. In case job classification seniority between two employees is equal, bargaining unit seniority shall prevail.

13.2 Employees laid off by the Employer shall retain recall rights for a period of twenty-four (24) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twenty-four (24) month recall period, the employee will be recalled to fill that position, provided that at the time of recall, the employee meets the qualifications and other conditions of employment as determined by the Employer. It shall be the employee's responsibility to keep the Employer informed of the employee's current address. The Employer shall notify employees on layoff to return to work within two (2) weeks of receipt of receipt of notification to be eligible for re-employment. If the Employer does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the Employer may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

13.3 An employee laid off in one job classification shall have the right to displace an employee in a job classification of equal or less pay within the bargaining unit in accordance with Section 13.1 provided that:

13.31 The employee meets the qualifications and other conditions of employment of the job classification as determined by the Employer.

13.32 The employee's job performance is satisfactory as determined by the Employer.

13.33 The employee has job-relevant qualifications which are equal to those of the employee who would be displaced as determined by the Employer; and

13.34 The employee has greater bargaining unit seniority than that of the employee who would be displaced.

## ARTICLE XIV. PROBATIOARY PERIOD

14.1 The probationary period for a newly hired full-time or part-time employee shall extend two thousand and eighty (2080) hours from the date of hire.

14.2 The probationary period for a promoted full-time employee shall extend one thousand and forty (1040) hours from the date of promotion, and the probationary period for a promoted part-time employee shall extend five hundred and twenty (520) hours from the date of promotion.

14.3 A newly hired probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave may be used by a probationary employee in accordance with Article XVIII, Sick Leave. Earned vacation and the floating holiday may not be used until after completion of 1040 hours of the probationary period.

14.4 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in the position previously held at the discretion of the Employer. An employee who has been promoted may elect to return to the employee's former position within thirty (30) calendar days of the promotion.

14.5 A probationary employee who completes his/her probationary period shall be listed on the seniority roster as follows:

14.51 As of the last date of hire into the employee's current job classification for job classification seniority;

14.52 As of the last date of hire into any job classification within the bargaining unit for bargaining unit seniority; and

14.53 As of the last date of hire for Employer seniority.

14.6 A newly hired employee who fails to complete the probationary period will not be paid for accrued unused sick leave or vacation.

## ARTICLE XV. JOB POSTING

15.1 When job vacancies occur within the bargaining unit or when new job classifications are created within the bargaining unit, notices of such vacancies or new classifications will be posted within the department for fourteen (14) calendar days prior to the filling of such vacancies. Interested employees shall apply in writing in accordance with procedures established by the Employer.

15.2 Job vacancies within the bargaining unit shall be filled whenever practicable by transfer or promotion from within. The Employer retains the right of final decision in filling the vacancy. Job vacancies may be simultaneously posted internally and announced externally.

15.3 To be considered for a job vacancy, an employee must:

15.31 Apply for the job opening in the manner specified in the job posting;

15.32 Meet the job-relevant qualifications and other conditions of employment of the job classification as determined by the Employer, and

15.33 Be performing satisfactorily in the employee 's current position as determined by the Employer.

15.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the Employer and seniority. In the event that the job-relevant qualifications of employees are equal as determined by the Employer, bargaining unit seniority shall prevail. In the event of a tie with respect to bargaining unit seniority. Employer seniority shall prevail.

15.5 An employee who is promoted or transferred shall be subject to the conditions of Article XIV, Probationary Period.

## ARTICLE XVI. HOLIDAYS

16.1 Regular full-time employees who are scheduled to work on any of the holidays observed by the Employer will receive ten (10) hours of holiday pay at the straight time rate plus an additional ten (10) hours of pay at one and one-half (1-1/2) times the employee's regular base pay rate for any portion of the work schedule which falls on the actual holiday.

These holidays are as follows:

| | |
|---|---|
| New Year's Day | Labor Day |
| President's Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Eve Day |
| Independence Day | Christmas Day |
| Martin Luther King Day | Floating Day (1) |

Easter Sunday will be a paid holiday only for those employees who are scheduled to work on that day. Pay will be calculated as per paragraph one (l) of Section 16. l.

16. 2 Regular full-time employees who are off-duty on any of the holidays observed by the Employer will receive ten (10) hours of holiday pay at straight time.

16.3 Regular full-time employees will receive one (1) ten (10) hour floating holiday as time off. The floating holiday will be scheduled with the prior approval of the Employer- designated representative. If the floating holiday is not utilized by an employee prior to the employee's termination from employment, the employee will not be paid for it. To be eligible for the floating holiday, a newly hired employee must have completed the first 1040 hours of the probationary period. The floating holiday must be utilized within the year it accrued.

16.4 When a holiday observed by the Employer occurs during an employee's vacation period it will not be subtracted from the employee's accrued vacation.

## ARTICLE XVII. VACATION

17.1 The maximum amount of vacation that can be earned/accrued, at any time, is two hundred-thirty (230) hours.

Employees reaching the maximum level of two hundred - thirty (230) hours will not earn/accrue additional vacation until their vacation balance is under two hundred thirty (230) hours.

Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on completion of years of continuous service.

**Years of Continuous Service Completed Hours of Vacation**

| | |
|---|---|
| 1 year | 40 hours (3.33 hours per month) |
| 2 years | 80 hours (6.67 hours per month) |
| 4 years | 96 hours (8.00 hours per month) |
| 7 years | 120 hours (10.00 hours per month) |
| 8 years | 128 hours (10.67 hours per month) |
| 9 years | 136 hours (11.33 hours per month) |
| 10 years | 144 hours (12.00 hours per month) |
| 11 years | 152 hours (12.67 hours per month) |
| 12 years | 160 hours (13.33 hours per month) |
| 13 years | 168 hours (14.00 hours per month) |
| 14 years | 176 hours (14.367 hours per month) |
| 15 years | 184 hours (15.33 hours per month) |
| 16 years | 192 hours (16.00 hours per month) |
| 17 years | 200 hours (16.67 hours per month) |
| 20 years | 216 hours (18.00 hours per month) |
| 25 years | 230 hours (19.17 hours per month) |

17.2 Time on suspension without pay, unpaid leave of absence or lay off shall not be counted in accruing vacation.

17.3 Vacation may be used as it is accrued, except as provided for in Section 17.4, but not in anticipation of accruals.

17.4 An employee may not take vacation until after six (6) months (1040 hours) of continuous service has been completed.

17.5 Employees shall submit vacation requests at least thirty (30) days prior to the date requested off, whenever possible. Vacation requests submitted with less than thirty (30) days advance notice may be granted, at the discretion of the Employer- designated representative. The times during which vacation may be used must be approved in advance by the Department Head or designee. Scheduled vacations are subject to postponement by the Employer or Employer-designated representative in case of emergency. The Employer-designated representative shall respond in writing to requests for vacation as soon as is practicable.

17.6 Upon resignation, retirement, termination, or other separation of service an employee who has completed a minimum of one (1) year of continuous service and who resign in good standing with two (2) weeks of advance notice shall be compensated for vacation benefits earned and not used at the time of separation up to a maximum of eighty (80) hours. Accrued, unused vacation leave shall be calculated to the nearest hours per month at the employee's base pay rate which is in effect at the time of separation. Credit for the month in which the employee leaves will be given only when the employee is on paid status through the fifteenth of that month.

17.7 Employees with greater bargaining unit seniority will be given preference in scheduling vacations until April 1st of each year. After April 1st, bargaining unit seniority shall not apply and consideration shall be made on a "first come, first served basis.

17.8 In case of extenuating circumstances, such as staffing shortages or other reasons of business necessity, accrued vacation beyond the maximum identified in Section 17.1 may be allowed only at the sole discretion of the Employer-designated representative and subject to approval by the City Council. Under no circumstances may an employee waive vacation rights for the purpose of earning double pay. Requests shall be granted or denied on the basis of business-related reasons.

17.9 In the event of the employee's separation from employment due to sickness, injury, or death, payment shall be made to the employee or the employee's beneficiary for accrued unused vacation.

## ARTICLE XVIII. SICK LEAVE

18.1 Regular full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousand (1000) hours.

18.2 Employees who are employed before the fifteen the of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.

18.3 Sick leave benefits shall only accrue when an employee is on paid leave status or, in accordance with state and federal laws, or when an employee is on approved military leave. Sick leave shall not accrue during unpaid leave of absence.

18.4 Paid sick leave may be granted only if it has been earned and it shall be deducted from accrued sick leave in hourly increments. To be eligible for sick leave payment, an employee must notify the Employer-designated representative as soon as possible from the starting time of the employee's scheduled shift. This notice may be waived if the employee can conclusively establish that the employee could not reasonably have been expected to comply with this requirement due to circumstances beyond the control of the employee. The employee must keep the Employer-designated representative informed of the approximate date of the employee's return to work.

18.5 An employee may utilize his/her earned sick leave on the basis of a request approved by the Employer far absences necessitated by the following:

18.51 Inability to perform the duties of his/ her position because of illness or injury;

18.52 Exposure to contagious disease or legal quarantine;

18.53 Illness of the employee's children for such reasonable periods as his/her attendance with the child may be necessary and in accordance with state and federal laws; and

18.54 Serious Illness or death of a member of the employee's immediate family

18.6 In case of serious illness or death of a member of the employee's immediate family, the amount of sick leave which may be granted will be up to a maxim um of five (5) work days or forty (40) duty hours per occasion. The term "immediate family" shall include: The employee's spouse, parents, siblings, children, stepchildren, domestic partner (as specified in Article 3.5), grandparents and spouse's parents. The employee is required to provide advance notice of such leave to the Employer-designated representative as soon as possible and must keep that representative info rm ed of the date that the employee expects to return to work.

18.7 An employee shall not be eligible to use sick leave due to inability to perform the duties of his/her position because of injury incurred while working for another employer.

18.8 Sick leave usage will not be allowed for illness or injury resulting from misconduct on duty.

18.9 Sick leave usage shall be subject to approval and verification by the Employer.

## ARTICLE XIX. JURY DUTY

19.1 An employee who is required to serve as a juror will be paid the employee's regular base pay. Following completion of jury service, an employee shall present the check received for jury service to the Employer. The Employer shall allow the employee to keep any check issued by the court for mileage, fees and expenses.

19.2 An employee shall notify the Employer-designated representative in advance of the required reporting time for jury service.

19.3 An employee who is excused from jury service prior to the end of the employee's duty day shall return to work.

19.4 In the event that an employee leaves the City's employment prior to completion of jury service, the Employer shall deduct the appropriate amount of reimbursement which the employee is owed for jury service from the employee's final paycheck and benefits.

## ARTICLE XX. SEVERANCE PAY

20.1

A regular, full-time employee who is separated from employment due to retirement or death shall receive severance in an amount to be calculated at the employee's base pay rate upon retirement or death for fifty percent (50%) of the employee's accrued, unused sick leave to a maximum of five hundred (500) hours.20.2

All employees who qualify for a Severance Benefit under Article XX Section 20.1 of the Labor Agreement shall have the full amount of said accumulated sick leave as defined in Article XX Section 20.1, remitted by the employer to the Minnesota State Retirement System to be deposited to the Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Status Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.

No Employer contribution shall be made to the said plan, and the Employer shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

20.3 Upon retirement employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws.

## ARTICLE XXI. CALLBACK

21.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/ 2) times the employee's base pay rate.

21.2 An employee on call back is considered to be on duty for the full three hours. Additional call backs received within the same three-hour call back period do not qualify for additional call back pay.

21.3 When an employee is required to sign a complaint on the employee's off-duty time, it shall be considered a call back and will be compensated for in accordance with this Article.

## ARTICLE XXII. COURT TIME

22.1 An employee who is required by the Employer to appear in court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one- half (1 ½) times the employee's base pay rate.

22.2 An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

## ARTICLE XXIII. MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

## ARTICLE XXIV. INSURANCE

24.1 A. The Employer will pay 75% of the premium cost for group health insurance for each full-time employee who selects either single or family coverage. The employee will pay the remaining 25% of the premium cost. In subsequent years where insurance premiums increase or decrease, the total cost of the premium will continue to be paid at the rate of 75% by the employer, and the remaining 25% will be paid by the EMPLOYEE.

B. The CITY will offer Plan #860 consisting of a 3375/6750 deductible for both single and family coverage, where the CITY' s annual contribution into the EMPLOYEE' S VEBA or HSA, as defined within Section 24.6 herein. If such a health plan is no longer available City and the Union agree to meet and reopen this section (Article XXIV) of the contract for renegotiation.

C. The CITY'S contribution for insurance premiums, VEBA and\or HSA will be made in monthly installments of equal payments or as close as possible.

24.2 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums and VEBA\HSA as agreed to herein. The Employer is not liable for claims as a result of the denial of insurance benefits by an insurance carrier.

24.3 <u>VEBA:</u> On January 1, 2005, the CITY adopted the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitutes a voluntary employee; beneficiary association under Section (c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2202-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).

24.4 Benefits provided through the VEBA. The CITY shall provide the following welfare benefit arrangement through the VEBA Plan.

The Health Reimbursement Arrangement for Active Employees.

24.5 Payment of Fees. The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

24.6 City Contributions to the Health Reimbursement Arrangement for Active Employees:

A. Contributions to the Active Employees' Health Reimbursement: The CITY will make a monthly contribution to the employee accounts under the Health Reimbursement Arrangements for Active Employees who are members of this Collective Bargaining Agreement in accordance with the following for the term of January 2024 - December 2026. Employees may annually select that this contribution go to an established VEBA Account, to a Health Savings Account (I-ISA) or a 50/50 split between VEBA and HSA if the employee is eligible for an HSA under federal law. Employee shall make this election annually.

$83.33 for each qualified employee who elects single coverage under the group health plan described in 24.1B. The City's contribution to VEBA and\or HSA shall be reduced to maintain a not to exceed annual contribution by the City (premium and VEBA\HSA) of $8,333 in 2024; $8333 in 2025 and $8333 in 2026; and

$83.33 for each qualified employee who elects family coverage under the group health plan described in 24.1B. The City's contribution to VEBA and\or I-ISA shall be reduced to maintain a not to exceed annual contribution by the City (premium and VEBA\HSA) of $21502 in 2024; $21502 in 2025 and $21502 in 2026.

B. Grants: The City agrees to pass through each individual employee's account, unit incentive program grants received from the SW/WC Co-op.

24.7 Full-time regular employees will be eligible to participate in the City's insurance program. All seasonal, temporary and intermittent employees and regular part-time employees will not qualify for insurance coverage.

24.8 The City shall pay the premium for PERA Life Insurance.

24.9 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or ca use the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.**ARTICLE XXV. UNIFORMS**

25.1 The Employer shall furnish each new employee the uniform as required by the Employer. Initial Uniform Issue shall be as follows:

- 3 Summer Shirts
- 3 Winter Long Sleeve Shirts
- 2 Uniform Pants
- 2 Name Tags
- Collar Brass
- 2 Badges
- l Tie
- 1 Winter Weight Jacket
- 1 Rain Jacket
- 1 Winter Hat
- 1 Summer Cap
- 1 Pair of Search Gloves
- 1 Pair of Boots
- 1 Inner Belt
- 1 Duty Belt
- 4 Belt Keepers
- 1 Holster for handgun
- 1 Handcuff and holder
- 1 Key Holder
- 1 Magazine Holster
- 1 Radio and Holder
- 1 Taser and Holster
- 1 Taser Cartridge Holder
- 1 Latex Glove Holder
- Business Cards
- 1 Bullet Resistant Vest
- 2 Turtleneck Winter Undershirts
- Dept. ID Card

25.2 The Employer will provide each full-time employee with an annual uniform allowance of $788.85 for 2024, $828.85 for 2025 and $868.85 for 2026. The uniform allowance will be paid to eligible officers as defined herein. Eligible officers are those that have completed their first year of employment with the City of Windom. The uniform allowance will be paid at a rate of 50% in July and 50% in December of each calendar year. An officer must be an active employee of the City of Windom the month of the uniform allowance disbursements. Employees shall have the option to turn in receipts for reimbursement (in lieu of uniform payments) at the same times as the uniform payouts outlined herein.

25.3 The City will provide a duty weapon for each officer. The weapon will remain the property of the City. The Police Chief will meet and confer with the officers in the selection of the weapon model and caliber. The City of Windom or its designated representative will have final authority approving purchase.

## ARTICLE XXVI. STANDBY PAY

An employee who is scheduled to standby during the employee's scheduled off-duty time shall be compensated at the rate of two dollars and fifty cents ($2.50) for each hour served on standby status.

## ARTICLE XXVII. TRAINING AND EXPENSES

27.1 Time assigned to training which is required and authorized by the Employer will be compensated for in accordance with Appendix A, Wage Schedule, Article XI, Overtime, where applicable and prevailing laws.

27.2 At the discretion of the Employer, compensation for training assigned during an employee's scheduled off-duty time shall be provided for either in pay or compensatory time off at the applicable rate.

27.3 Expenses incurred by the employee for training assigned by the Employer shall be reviewed by the Employer-designated representative. Reasonable expenses as determined by the Employer shall be reimbursed.

27.4 Mileage reimbursement for Employer business use of an employee's vehicle shall be made in accordance with the rate currently established by the Internal Revenue Service (IRS). Such rate will become effective as of the date on which the Employer receives notice of the established rate.

## ARTICLE XXVIII. WORKERS COMPENSATION SUPPLEMENT

28.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers Compensation benefits may receive a supplement to the Workers Compensation benefits as follows:

28.11 The Employer will pay the difference between the employee's regular pay and Worker's Compensation insurance payments for a period of up to sixty (60) calendar days per injury without deductions to employee' s vacation or sick leave. The difference in pay will be paid by the City for an initial period of thirty (30) days, the next thirty (30) days may be covered through the use of sick leave or vacation (employee's option) and the City shall cover the last thirty (30) days of payment of difference between the employee' s regular pay and Worker's Compensation insurance payments.

28.12 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave, and accrued compensatory time off shall be the difference between the Workers Compensation benefit and compensation for the employee's normal work day or work week.

28.13 Under no circumstances shall an employee who receives Workers Compensation benefits and the supplement noted in Sections 28.11 and 28.12 receive compensation which is in excess of the employee's normal work day or normal work week.

28.2 An employee may receive the supplement noted in Sections 28.11 and 28.12 as deducted from the employee's accrued sick leave, earned accrued vacation leave, and accrued compensatory time off until such leave is exhausted. At such time, the supplement shall cease, and the employee shall receive only the Workers Compensation benefits.

## ARTICLE XXIX. LIABILITY INSURANCE

The Employer will continue to provide and pay for liability insurance and to indemnify employees in accordance with the statutory provisions of M.S. 466.07.

## ARTICLE XXX. UNPAID LEAVE OF ABSENCE

30.1 An employee may request an unpaid leave of absence not to exceed one (1) year by submitting such request in writing to the Employer-designated representative and simultaneously to the City Council. The request must state the length of the proposed leave, the reason therefore, and the requested starting date of the leave.

30.2 The City Council may, at its sole discretion, approve or deny the request and will provide a written response to the employee as soon as is practicable.

30.3 During an unpaid leave of absence, seniority shall not accrue.

## ARTICLE XXXI. FIELD TRAINING OFFICER STIPEND

The Employer shall pay a five-hundred-dollar ($500) stipend to a primarily assigned Field Training Officer (FTO) for each trainee that successfully completes field training. Determination of successful completion of training shall be at the sole discretion of the Police Chief upon which a written notice will be provided to the FTO and City Administrator. The Employer shall then make the stipend payment to the FTO in the next applicable regular payroll distribution. The FTO stipend shall be paid only once per trainee (e.g., if more than one officer participates as the FTO the stipend is paid to only the assigned FTO).

## ARTICLE XXXII. WAIVER

32.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.

32.2 The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

The Employer and the Union, each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

## ARTICLE XXXIII. DURATION

33.1 This Agreement shall be effective as of October 2, 2023, and shall remain in full force and effect unit December 31,2026.

33.2 If the City of Windom's Local Government Aid (LGA) distribution for the State of Minnesota is reduced by ten percent (10%) or more from the 2021Certified amount (as of October 15, 2020) at any time over the duration of this agreement and the Employer may at its sole discretion have the option to re-open Article XXIV (INSURANCE) and/or APPENDIX A (WAGE RATES FOR POLICE OFFICERS).

In witness whereof, the parties hereto have executed this Agreement on this ________ day of _______________, 2023.

| For the City of Windom | Law Enforcement Labor Services, Inc. |
|---|---|
| ______________________________ | ______________________________ |
| Mayor | Steward |
| ______________________________ | ______________________________ |
| City Administrator | Business Agent |

## APPENDIX A
## WAGE RATES FOR POLICE OFFICERS

The wage schedule shall be as follows:

| Years of Continuous Service | Effective 10/02/2023 | 2.5 % Effective 01/01/2025 | 2.4% Effective 01/01/2026 |
|---|---|---|---|
| Beginning 1st year | 31.03 | 31.81 | 32.57 |
| Beginning 6 months | 32.27 | 33.08 | 33.87 |
| Beginning 1st year | 33.56 | 34.40 | 35.23 |
| Beginning 2 year | 34.90 | 35.77 | 36.63 |
| Beginning3 year | 36.30 | 37.21 | 38.10 |
| Beginning 4th year | 37.75 | 38.69 | 39.62 |
| Beginning5th year | 39.26 | 40.24 | 41.21 |
| Beginning 6th year | 40.00 | 41.00 | 42.00 |
| | | | |
| | | | |
| | | | |
| | | | |

The preceding wage schedules shall not constrain the Employer from hiring an employee at any step in the schedule.

Progression through the wage schedule on the employee's anniversary date shall require satisfactory performance as determined by the Employer, but nothing will prevent accelerated movement throughout the step schedule at the discretion of the Employer.

The Employer has recognized that because of the implementation of this new wage scale, placement of each employee shall be articulated in this document:

1. Donna Marcy – year 6
2. Dana Wallace – year 6
3. Sgt. Devin Kopperud – year 6
4. Isaak Paulson – year 3
5. Hunter Braun – year 1
6. Austin Lasky – year 1
7. Andrew Kinnetz – year 1

## APPENDIX B

## RETIRING CITY EMPLOYEE ELECTION TO APPLY ACCRUED SICK LEAVE BENEFITS TO GROUP HEALTH INSURANCE PROGRAM

**WHEREAS,** the undersigned, an employee of the City of Windom ("Employer") is contemplating retirement from the Employer, and

**WHEREAS,** the undersigned has accrued sick leave benefits, which sums are currently held in an account maintained by the Employer, and pursuant to the current labor contract between the Employer and its employees, said accrued sick leave benefits will vest to the undersigned upon his/her retirement from the Employer; and

**WHEREAS,** the current labor contract with the Employer also provides that retired employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws which the employee would pay for. Further, a retiring employee may elect, irrevocably, prior to sixty (60) days of his/her actual retirement date, to apply some or all of the sick leave benefits, on a pre-taxed basis, to a maximum of fifty percent (50%) (instead of 35%), of the maximunl of 1000 hours referred to in the employment contract toward payment of the monthly premiums of such health insurance program.

**NOW THEREFORE,** the undersigned does hereby agree as follows:

1. The undersigned irrevocably elects to apply 50% (valued as of the date of retirement from the Employer) of his/her accrued sick leave benefits toward payment of monthly premiums of the undersigned's group health insurance as provided by Employer. The premium payments may also apply for coverage of the undersigned's family members or other qualified persons, as provided in the labor contract and the group health insurance plan.

   The undersigned understands that upon his/her retirement date, the amount of his/her accrued sick leave benefits will be calculated based upon a maximum of 50% of the maximum of 1000 hours referenced in the employment contract, and the percentage elected above will then be applied to that amount, thereby representing the designated amount to be held by the Employer for payment of the aforementioned premiums. Premiums will then be paid out of the account and applied for coverage until fully depleted. The account will not bear interest. The undersigned may request a written statement of current balance of the account, but not more than twice per annual period.

2. Employer is instructed to and agrees to maintain the designated amount of the undersigned's accrued sick leave benefits in an escrow account of Employer's choosing. Employer may not release any of these designated funds to the undersigned, his/her heirs, successors or assigns.

3. This election is in-evocable to the undersigned employee, his/her heirs, successors or assigns.

4. Once this election is made, the undersigned, his/her heirs, successors or assigns understand that they shall forfeit any right to the cash payment or other use of the designated amount of the benefits retained by the Employer, except for the purpose of the Employer applying said benefits toward the health insurance coverage mentioned herein.

   Should the undersigned, his/her heirs, successors or assigns, and any other qualified group hea lth program recipient associated with the undersigned either terminate their participation in the group health program for any reason, whether by voluntary termination, death or otherwise, the Employer shall be entitled to any remaining funds in the escrow account.

5. The undersigned agrees that he/she is solely responsible for any and all liability created under the federal and state income tax laws attributable to the retirement of his/her accrued sick leave benefits and the election made herein. The undersigned agrees to indemnify and hold the Employer harmless for any such liability or obligations, if any. Further, the undersigned agrees that the Employer makes no representations concerning the tax treatment of accrued sick leave payments and the election made herein, and the undersigned has not relief upon any such representation. The undersigned agrees that he/she has had the opportunity, if so desired, to consult with an attorney or tax advisor prior to making this election.

DATED: ___________ **EMPLOYEE**

______________________________

(Signature)

______________________________

(Social Security Number)

______________________________

(Address)

DATED: ___________ **EMPLOYER – CITY OF WINDOM**

By ___________________________

Its ___________________________

# APPENDIX C

**Investigator Position**

1. Position will be an assignment by the City of Windom. Officer to be selected by the City at its sole discretion.

2. Compensation for officer assigned to this investigator position will be five percent (5%) above the officer's current pay at whatever step the assigned officer is at on the LELS pay scale shown herein.

3. The investigator assigned to this position chooses to rotate out of the position at any time the officer shall notify the Police Chief in writing. Said officer shall be returned to a Patrol Officer classification. If a change is made, either by the member or Police Chief to switch back to patrol, the member holding the Investigator position will fill the shift of the member they are changing positions with until the next bidding process for shifts occurs.

4. Covering Patrol Shifts - The investigator shall be required to cover patrol shifts as directed by the Police Chief or Assistant Chief. Investigator shall receive compensation as defined in #2 if covering a patrol officer shift.

5. Absence of investigator (vacation, sick leave, etc.) - If City assigns another officer to fill for investigator in excess of 5 (five) shift rotations the assigned officer shall receive compensation as shown in #4 above.

## APPENDIX D

Memorandum of Understanding - School Resource Officer

1. Employer agrees to a 3% wage adjustment for officers assigned to the position of School Resource Officer, this additional wage will only apply while the officer is acting in the capacity of SRO. This will be funded by School District #177 but paid by the employer.

# APPENDIX E

**K-9 Officer**

1. The K-9 Officer will be credited with one-half hour (1/2) per day for each day the K-9 Officer performs K-9 care.

2. The time credited for K-9 care will be credited as compensatory time ("Comp Time Off '). Any K-9 care time that would result in or does exceed the Labor Agreement compensatory time accrual limit in 11.5 of the Labor Agreement of 100 hours, will be credited as paid time off ("K-9 Paid Time Off ').

3. Comp Time Off is subject to 11.5 of the Labor Agreement.

4. K-9 Paid Time Off must be used in increments of ten (10) hours. At least ten (10) hours must be used each month. No more than two ten (10) hour shifts of this time off may be used in a calendar month. The Bargaining Unit Employee may use such time in advance of earning it to the extent approved by Employer.

5. If the Employer discontinues the K-9 Officer assignment, any accrued unused K-9 Paid Time Off remaining will be cashed out to the K-9 Officer. At the end of each calendar year, any accrued unused K-9 Paid Time Off will be cashed out to the K-9 Officer.

6. Canine Food, Care, Kennel and Insurance -

   o The Employer shall provide all food for the canine as determined and approved by the Police Chief or Assistant Police Chief.

   o Medical care of the canine (i.e., vitamins, medication, check-ups, vaccinations, prescriptions and any other items deemed necessary by a veterinarian) will be paid for by Employer as approved by the Police Chief or Assistant Police Chief

   o The K-9 Officer must notify their supervisory whenever the canine is placed in a kennel prior to the canine being placed in a kennel. All kennel fees will be paid for by Employer as approved by the Police Chief or Assistant Police Chief

   o The Employer will provide insurance coverage for the canine.

## MEMORANDUM OF AGREEMENT

This Memorandum of Understanding is made and entered into by and between the City of Windom (hereinafter referred to as the "Employer") and LELS - Licensed Peace Officer Unit (hereinafter referred to as the "Union").

**WHEREAS,** the Employer and Union are parties to a collective bargaining agreement which includes the classification of Licensed Peace Officer; and

**WHEREAS,** as of March 21st, 2023, The City of Windom wishes to establish the position of Sergeant.

**NOW, THEREFORE,** the Employer and Union agree as follows:

## APPENDIX F

### Sergeant Position

1. Position will be an assignment by the City of Windom within its managerial rights to establish an organizational structure, the officer to be selected for the Sergeant position will be by the City at its sole discretion.
2. There shall be a six (6) month probation period for evaluation of the Officer assigned to the Sergeant position.
3. Upon successful completion of the probationary period, compensation for the Officer assigned to this Sergeant position will be eight percent (8%) above the Officer's current pay at whatever step the assigned Officer is at on the LELS pay scale shown within the applicable labor agreement. Said compensation will phase in as two steps of four percent (4%), The newly appointed Sergeant will receive 4% of his or her wages and an additional 4% in wages upon successful completion of a six-month probation. If for some reason the individual appointed to the sergeant position is not at top officer pay the city will consult and negotiate wages with the Union.
4. If the Officer assigned to this Sergeant position chooses to rotate out of the position at any time the Officer shall notify the Police Chief in writing. Said Officer shall be returned to a Patrol Officer classification. If a change is made, either by the Officer or Police Chief to switch back to patrol, the Officer holding the Sergeant position will fill the shift of the Officer they are changing positions with until the next bidding process for shifts occurs.
5. Covering Patrol Shifts - The Sergeant shall be required to cover patrol shifts as directed by the Police Chief or Assistant Chief. A sergeant shall receive compensation as defined in #3 if covering a patrol officer shift.

6. Absence of Sergeant (vacation, sick leave, etc.) - If the City assigns another Officer to fill in for the Sergeant in excess of 5 (five) shift rotations the assigned Officer shall receive compensation as shown in #3 above for only the time they fill the Sergeant position.

7. The annual schedule for the Sergeant will consist of nine (9) months of nights and three (3) months of days; with three months on nights and one-month days (e.g., Jan - March nights, April days). Overnight schedule to be determined by Police Chief with consultation of Officer assigned to Sergeant position, the City retains all managerial rights to schedule.

8. The sergeant position will be subject to call-out. Off-duty call out for Supervisory assistance will be directed to the Chief, Assistant Chief or directed to the Sergeant at management's discretion. The city and union agree that the Sergeant is a non-exempt position.

This Memorandum of Understanding represents the complete agreement between the parties relative to this matter.

Dated this ________ day of ____________, 2023.

| | |
|---|---|
| **City of Windom** | **Law Enforcement Labor Services, Inc.** |
| ______________________________ | ______________________________ |
| Mayor, City of Windom | Business Agent |
| ______________________________ | ______________________________ |
| City Administrator, City of Windom | Union Steward |

LABOR AGREEMENT

BETWEEN

**CITY OF WINDOM**

AND THE

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION 949**

**JANUARY 1, 2024 THROUGH DECEMBER 31, 2026**

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MASTER LABOR AGREEMENT
BETWEEN
CITY OF WINDOM
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 949

## ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF WINDOM, hereinafter called the EMPLOYER, and I.B.E.W. LOCAL UNION 949, hereinafter called the UNION.

1.1 It is the intent and purpose of this AGREEMENT to:

1.1.1 Establish an equitable and orderly procedure for the resolution of disputes concerning this AGREEMENT'S interpretation and application; and

1.1.2 Place in written form the parties' agreement upon the rates of pay, hours of work and other terms and conditions of employment contained herein; and

1.1.3 Promote harmonious relations between the EMPLOYER and the UNION.

1.2 The EMPLOYER and the UNION, through this AGREEMENT continue and pledge their dedication to the highest quality of public service.

## ARTICLE II - RECOGNITION

2.1 The EMPLOYER recognized the UNION as the exclusive representative for:

"All employees of the City of Windom, Minnesota, who are public employees within the meaning of Minnesota Statutes, 179A.03, Subd. 14, excluding supervisory, confidential and all other employees."

2.2 "All other employees" as referred to in Section 2.1 includes essential employees and employees of the Windom City Hospital.

2.3 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

2.4 For the purposes of determining inclusion or exclusion of part-time employees whose job class falls within the definition of the unit, employees must work fourteen (14) or more hours in twenty-six (26) or more weeks per year.

<u>ARTICLE III - DEFINITIONS</u>

3.1 UNION: The International Brotherhood of Electrical Workers, Local Union 949.

3.2 UNION MEMBER: A member of I.B.E.W., Local Union 949.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as described in ARTICLE II of this AGREEMENT.

3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period.

3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.

3.6 EMPLOYER: The City of Windom

3.7 UNION OFFICER: Officer elected or appointed by I.B.E.W., Local Union 949.

3.8 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.

3.9 WORK SHIFT: A work period including rest breaks and a lunch break.

3.10 REST BREAKS: A rest break shall consist of a fifteen (15) minute paid period.

3.11 LUNCH BREAKS: A lunch break shall consist of a sixty (60) minute unpaid period.

3.12 RETIREMENT: Shall mean a bona fide retirement as defined by the Minnesota Public Employees Retirement Association (PERA) or an employee's retirement age as defined by the Federal Social Security Administration.

## ARTICLE IV - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER as prohibited by Minnesota Statutes, chapter 179A.

## ARTICLE V - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to establish work schedules and to perform any inherent managerial function not specifically limited by this AGREEMENT.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

## ARTICLE VI - UNION SECURITY

6.1 Upon receipt of written notice from the UNION, the EMPLOYER agrees to deduct from the wages of employees who authorize such deduction in writing an amount to equal monthly UNION dues. Such monies shall be remitted to the designated officer of the UNION, together with a list of the names of the employees from whose wages deductions were made. Written notice of any change in monthly deductions will be submitted thirty (30) calendar days in advance by the UNION to the EMPLOYER.

6.2 The UNION may designate employees from the bargaining unit to act as Stewards and alternates and shall inform the EMPLOYER in writing of such notice and changes in the position of Stewards and/or alternates.

6.3 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

6.4 UNION Stewards and representatives shall have access to the premises of the EMPLOYER with the prior approval of the EMPLOYER-designated representative at reasonable times and subject to reasonable rules to investigate and process grievances.

## ARTICLE VII - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITIONS OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal work hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal work hours provided that the employee and the UNION representative have notified and received prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a grievance as defined in Section 7.1, shall, with the employee's UNION representative, present the grievance to the employee's supervisor as designated by the EMPLOYER within five (5) work days after such alleged violation has occurred. The employee's supervisor will discuss and provide an oral answer within five (5) workdays after receipt.

Step 2: In the event that the grievance is not resolved in Step 1, the UNION may present and discuss the written grievance to the EMPLOYER-designated Step 2 representative within five (5) work days of the Step 1 response or be considered waived. The written grievance must include the nature of the grievance, the facts on which it is based, the specific provision(s) of the AGREEMENT allegedly violated and the remedy sought. The EMPLOYER-designated representative shall provide a written response within twenty-one (21) work days after receipt of the Step 2 grievance.

Step 3: In the event that the grievance is not resolved in Step 2, the UNION may submit the grievance to the Minnesota Bureau of Mediation Services within five (5) work days of the Step 2 response or be considered waived. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within five (5) work days following the EMPLOYER-designated representative's final Step 3 answer.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION may be submitted to arbitration by request for a list of arbitrators made within five (5) work days following the EMPLOYER-designated representative's final Step 3 answer. The request shall be made to the Minnesota Bureau of Mediation Services which shall provide a list of arbitrators in accordance with its rules. The parties shall determine who strikes first by a flip of the coin with the loser striking first. The parties shall alternately strike names until one (1) name remains on the list. The arbitrator shall be notified of his/her selection by a letter from the parties.

7.5 ARTIBRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented or appealed by the UNION within the time limits set forth above, the grievance shall be considered waived. The time limits as stated may be extended upon mutual agreement. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied and may proceed to the next step.

## ARTICLE VIII - SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## ARTICLE IX - DISCIPLINE

9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a) oral reprimand

b) written reprimand

c) suspension

d) demotion

e) discharge

9.2 Notice of suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The UNION shall be proved with the copy of such notice.

9.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

9.4 Employees will not be questioned concerning the investigation of events or circumstances which may lead to disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such meeting.

9.5 Prior to taking disciplinary action, if the EMPLOYER requires the employee to meet concerning possible disciplinary action, the employee will be given an opportunity to have a UNION representative present at such meeting.

9.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure under ARTICLE VII.

## ARTICLE X - WORK SCHEDULES

10.1 The sole authority in establishing work schedules is the EMPLOYER. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee through:

a) hours worked on assigned shifts

b) assigned training hours

c) authorized paid leave time

10.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

10.3 Full-time employees who work an eight (8) hour day shall receive a rest break of fifteen (15) minutes in the morning and in the afternoon. Part-time employees who work less than an eight (8) hour day shall receive a fifteen (15) minute rest break during each four (4) hour period of work.

10.4 Full-time employees shall receive a one (1) hour lunch break during each eight (8) hour day.

10.5 The EMPLOYER will give no less than seven (7) calendar days of advance notice to the employees affected by a change in scheduled shifts and to the steward. In the event that work is required because of unusual or emergency circumstances such as, but not limited to, fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given.

10.6 The normal work day for a full-time employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.

10.7 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal work day.

10.7.1 The normal work day and work week for Electric Distribution and Telecom Departments currently are 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday.

10.7.2 The normal work day and work week for the Water and Waste Water Department and Park and Street Department currently are 7:00 a.m. to 4:00 p.m. with one (1) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday.

10.7.3 The normal work day and work week for the Arena Department are based on service needs and currently vary Monday through Sunday to provide the required coverage. Work shifts currently include one (1) hour for lunch and breaks as scheduled.

10.7.4 The normal workday and work week for the Municipal Liquor Store Department are based on service needs and currently vary between the hours of 9:00 a.m. to 10:00 p.m. Monday through Saturday and 1:00 p.m. to 5:00 p.m. on Sunday to provide the required coverage. Work shifts currently include one (1) hour for lunch and breaks as scheduled. Hours of operation on Sunday may be subject to change to allow for extended coverage up to what is allowed by State law.

10.7.5 The normal workday and work week for City Hall Administration Department is currently 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday. The City agrees to a flexible work schedule for summer hours from May 1st through Labor Day to be determined within the department.

10.8 Service to the public may require the establishment of regular work weeks during which work is scheduled on Saturdays and/or Sundays.

10.9 The normal work day and the normal work week for part-time employees will be scheduled by the EMPLOYER in accordance with service needs.

## ARTICLE XI - OVERTIME

11.1 Regular, full-time employees will be compensated at one-and-one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of forty (40) hours in a seven (7) day period. Changes of shifts do not qualify an employee for overtime under this Article.

11.2 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

11.3 Overtime will be calculated to the nearest fifteen (15) minutes.

11.4 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

11.5 At the discretion of the EMPLOYER-designated representative, employees may be paid for overtime worked in accordance with Section 11.1 or be allowed to use compensatory time off in accordance with Section 11.1. Accrual and use of compensatory time off shall be subject to the prior approval of the EMPLOYER and accrual shall not exceed sixty (60) hours without EMPLOYER or EMPLOYER-designated representative approval. Employees shall have the option to cash out compensatory time once per calendar year with said payment made in conjunction with normal payroll.

11.6 Employees at the Community Center will be compensated at one-and one-half (1-1/2) times the employee's regular base rate for any shift exceeding eight (8) hours.

## ARTICLE XII - SENIORITY

12.1 Seniority rosters shall be maintained by the EMPLOYER as follows:

12.1.1 EMPLOYER seniority will be determined by the employee's length of continuous service with the City of Windom.

12.1.2 Bargaining unit seniority will be determined by the employee's length of continuous service in all positions covered by this AGREEMENT.

12.1.3 Job classification seniority will be determined by the employee's length of continuous service in a position covered by this AGREEMENT.

12.2 The EMPLOYER will provide the UNION with an updated seniority roster annually.

12.3 Employees who separate from employment shall lose their seniority except when such separation is due to lay-off. An employee shall be considered separated from employment in cases of: resignation, retirement, discharge and unauthorized absence for a period of three (3) or more consecutive work days.

12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.

12.5 An employee who has been suspended without pay for thirty (30) or more work days shall have his/her seniority date reduced by the number of work days on suspension without pay. An employee who has been found to have been suspended without pay or discharged without cause shall have his/her seniority reinstated.

12.6 An employee who has completed the probationary period shall have his/her seniority dates established retroactively.

12.7 An employee who is injured while on duty shall retain and continue to accrue seniority while on paid or unpaid approved leave of absence due to such injury. For purposes of progression through the wage schedule, unpaid approved leaves of absence shall not be credited and the employee's anniversary review date shall be set forward by the amount of time on unpaid leave of absence. When an employee who has been injured on duty returns to work, he/she shall be credited with seniority accrued while on paid or unpaid approved leave of absence due to such injury.

# ARTICLE XIII - LAY OFF AND RECALL

13.1 The EMPLOYER shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay off. Employees shall be laid off on the basis of job classification and seniority only when the job relevant qualification factors between employees are equal. In case job classification seniority between two (2) employees is equal, employer seniority shall prevail.

13.2 Employees laid off by the EMPLOYER shall retain recall rights for a period of twelve (12) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twelve (12) month recall period, the employee with greater job classification seniority will be recalled to fill that position provided that at the time of recall, the employee has maintained the job-relevant qualifications required by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER shall notify employees on layoff to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the EMPLOYER does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee losses recall rights to that position.

## ARTICLE XIV - PROBATIONARY PERIOD

14.1 The probationary period for a newly hired or promoted full-time employee shall extend six (6) months from the date of hire or promotion.

14.2 The probationary period for a newly hired or promoted part-time employee shall extend one thousand and forty (1,040) hours from the date of hire or promotion.

14.3 A probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave and the floating holiday may not be used by a newly hired probationary employee until after completion of the probationary period. Earned vacation may not be used by a newly hired probationary employee until after completion of the probationary period.

14.4 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or transferred employee may be replaced in the position previously held at the discretion of the EMPLOYER. A promoted or transferred employee may elect to return to the position previously held within thirty (30) calendar days of transfer or promotion.

## ARTICLE XV - JOB POSTING

15.1 Job vacancies within the designated bargaining unit will be posted for five (5) work days prior to the filling of such vacancies.

15.2 EMPLOYER seniority will be the determining criterion for transfers and promotions within the bargaining unit only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.

15.3 To be considered for a job vacancy, an employee must:

15.3.1 apply for the job opening in the manner specified in the job posting

15.3.2 meet the job-relevant qualifications and other conditions of employment for the job classification as determined by the EMPLOYER.

15.3.3 be performing satisfactorily in the employee's current position as determined by the EMPLOYER.

15.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the EMPLOYER and seniority. In the event that the job-relevant qualifications of employees are equal as determined by the EMPLOYER, bargaining unit seniority shall prevail.

15.5 An employee who is promoted or transferred shall be subject to the conditions of ARTICLE XIV-PROBATIONARY PERIOD.

15.6 EMPLOYER seniority will be the determining criterion for transfers and promotions within the bargaining unit only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.

## ARTICLE XVI - HOLIDAYS

16.1 Full-time employees shall be compensated for the following holidays which shall consist of eight (8) hours except as otherwise noted:

| | |
|---|---|
| New Year's Day | Martin Luther King Day |
| Presidents' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Eve Day |
| Juneteenth | Christmas Day |
| Labor Day | One (1) Floating Holiday |

16.2 In the event that an eight (8) hour holiday falls on a Sunday, the following Monday shall be observed as the holiday. In the event that an eight (8) hour holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. In the event that Christmas falls on a Saturday, the preceding Friday shall be observed as the Christmas holiday and the preceding Thursday shall be observed as the Christmas Eve holiday. In the event that Christmas falls on a Sunday, the following Monday shall be observed as the Christmas holiday and the preceding Friday shall be observed as Christmas Eve. In the event Christmas falls on a Monday, the preceding Friday will be observed as the Christmas Eve holiday.

16.3 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day following the holiday in order to receive holiday pay unless the employee has an approved absence due to illness or injury or is on approved vacation leave.

16.4 The floating holiday will be scheduled with the prior approval of the EMPLOYER-designated representative. If the floating holiday is not utilized by an employee prior to the employee's termination from employment, the employee will not be paid for it. Floating holiday shall not be carried over from one calendar year to the next if not used by the employee in the year it was earned. To be eligible for the floating holiday, a newly hired employee must have completed the probationary period.

16.5 An employee who is required by the EMPLOYER to work on a designated holiday will be paid at the rate of one and one-half (1-1/2) times the employee's base pay rate for actual hours worked. The employee will also receive pay for the holiday in accordance with Section 16.1 at the employee's base pay rate.

16.6 An employee who is scheduled to work a shift where the "actual" holiday falls on a Saturday or Sunday, will be paid at the rate of one and one-half (1-1/2) times the employee's base pay rate for actual hours worked. This does not apply to time compensated under Article XXII.

## ARTICLE XVII – VACATION

17.1 For employees hired prior to December 31, 2008, the vacation accrual rate will change on January 1 of each year based on the number of years of service according to the schedule herein. The vacation accrual rate for employees hired after December 31, 2008 will change annually upon the anniversary of their hire date according to the schedule herein.

- Starting in 2015 the maximum vacation that may be carried over and/or accrued at any time is limited to 230 hours. Upon separation by resignation, death, serious illness or retirement the maximum pay out of vacation time shall be 80 hours.

**NOTE:** Employees reaching the maximum accrual level of 230 hours at any time within the term of this agreement shall not accrue or have credited to their account any additional vacation time until their vacation balance is under the maximum allowed herein.

Vacation may be used as it is accrued, but not in anticipation of accruals. No vacation may be used before completion of the probationary period.

Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on completion of years of continuous service:

| YEARS OF CONTINUOUS SERVICE COMPLETED | HOURS OF VACATION |
|---|---|
| 1 year | 40 hours (3.33 hrs per month) |
| 2 years | 80 hours (6.67 hrs per month) |
| 5 years | 120 hours (10.00 hrs per month) |
| 8 years | 128 hours (10.67 hrs per month) |
| 9 years | 136 hours (11.33 hrs per month) |
| 10 years | 144 hours (12.00 hrs per month) |
| 11 years | 152 hours (12.67 hrs per month) |
| 12 years | 160 hours (13.33 hrs per month) |
| 13 years | 168 hours (14.00 hrs per month) |
| 14 years | 176 hours (14.67 hrs per month) |
| 15 years | 184 hours (15.33 hrs per month) |
| 16 years | 192 hours (16.00 hrs per month) |
| 17 years | 200 hours (16.67 hrs per month) |
| 20 years | 216 hours (18 hrs per month) |

17.2 Part-time employees who are regularly scheduled to work forty (40) hours or more in a payroll period shall accumulate paid vacation on a pro-rata basis in accordance with the accrual schedule established in Section 17.1.

17.3 Time on suspension without pay, unpaid leave of absence or lay off shall not be counted in accruing vacation.

17.4 No vacation may be used before completion of an employee's probationary period.

17.5 The times during which vacation may be used must be approved in advance by the Department Head or designee. Scheduled vacations are subject to postponement by the EMPLOYER or EMPLOYER-designated representative in case of emergency.

17.6 In determining vacation schedules, the Department Head shall consider the following:

17.6.1 First, the service needs of the EMPLOYER.

17.6.2 Second, the wishes of the employees in regard to vacation dates and preference for vacation periods for the coming calendar year.

17.7 Preference for vacation periods for the coming year shall be made known to the EMPLOYER or the EMPLOYER-designated representative before May 1 of each calendar year. In the case of conflict for a preferred vacation period(s), the employee with greater EMPLOYER seniority will be given preference. After May 1, vacation scheduling will be on a "first come, first served" basis.

17.8 Split vacations may be taken at the discretion of the Department Head.

17.9 Cash payment subject to the approval of the EMPLOYER may be made to the employee or the employee's estate for accrued unused vacation only in the event of the employee's separation from employment due to sickness, injury or death.

17.10 Employees who have completed a minimum of one (1) year of continuous service and who resign in good standing with two (2) weeks of advance notice shall be compensated for vacation benefits earned and not used at the time of separation. Accrued, unused vacation leave shall be calculated to the nearest hour per month at the employee's base pay rate which is in effect at the time of termination. Credit for the month in which the employee leaves will be given only when the employee is on paid status through the fifteenth of that month.

17.11 When a holiday as designated in ARTICLE XVI - HOLIDAYS Section 16.1 (except for the floating holiday) occurs during an employee's vacation, the employee shall be allowed to schedule an additional work day off with pay with the prior approval of the Department Head.

## ARTICLE XVIII - SICK LEAVE

18.1 Regular, full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousanc (1000) hours.

18.2 Employees who are employed before the fifteenth of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.

18.3 Employees who are granted a leave of absence with pay shall continue to earn sick leave at the regular prescribed rate. Sick leave cannot be earned for leaves without pay except when required in accordance with state and federal laws for military leave.

18.4 Paid sick leave may be granted only if it has been earned and it shall be deducted from accrued sick leave in hourly increments. Any fraction of an hour of sick leave expended shall be considered as a whole hour of sick leave over the term of the sick leave or recuperation period.

18.5 To be eligible for sick leave payment, an employee must notify the EMPLOYER-designated representative as soon as possible in order to enable the EMPLOYER to plan to meet service needs. The employee must keep the EMPLOYER-designated representative informed of the approximate date of the employee's return to work.

18.6 Sick leave may be utilized by an employee when the employee is incapacitated due to sickness or injuries. Employees may also use sick leave for the illness of their children for such reasonable periods as the employee's attendance with the child may be necessary.

18.7 No sick leave will be allowed for time off due to an injury incurred while working for another employer.

18.8 Sick leave usage shall be subject to approval and verification by the EMPLOYER.

18.9 In case of serious illness or death of a member of the employee's immediate family, the amount of sick leave which may be granted will be up to a maximum of five (5) work days or forty (40) duty hours per occasion. This maximum shall no apply to the illness of an employee's child or stepchild. The employee is required to provide notice of sick leave to the EMPLOYER-designated representative as soon as possible and must keep that representative informed of the date that the employee expects to return to work.

18.10 The term "immediate family" shall include; the employee's spouse, domestic partner, parents, siblings, children, step-children, grandchildren, and spouse's parents.

## ARTICLE XIX - JURY DUTY

19.1 An employee absent from work because of jury service shall be paid his or her regular base salary by the EMPLOYER with the understanding that at the completion of the jury service, the employee shall present the check for such jury service to the EMPLOYER. The EMPLOYER shall reimburse the employee for mileage and any other expenses which have been included in the check for jury service.

19.2 An employee shall notify the EMPLOYER-designated representative in advance of the required reporting time for jury service.

19.3 An employee who is excused from jury service prior to the end of the employee's duty shall return to work.

19.4 In the event that an employee leaves the City's employment prior to completion of jury service, the EMPLOYER shall deduct the appropriate amount of reimbursement which the employee is owed for jury service from the employee's final paycheck and benefits.

## ARTICLE XX - SEVERANCE PAY

20.1 A regular, full-time employee who is separated from employment due to retirement or death shall receive severance in an amount to be calculated at the employee's base pay rate upon retirement or death for fifty percent (50%) of the employee's accrued, unused sick leave to a maximum of five hundred (500) hours.

20.2 All employees who qualify for a Severance Benefit under Article XX Section 20.1 of the Labor Agreement shall have the full amount of said accumulated sick leave as defined in Article XX Section 20.1, remitted by the employer to the Minnesota State Retirement System to be deposited to the Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Status Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.

No Employer contribution shall be made to the said plan, and the Employer shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

20.3 Upon retirement employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws.

## ARTICLE XXI - CALL BACK

21.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-12/) times the employee's base pay rate.

21.2 An employee on call back is considered to be on duty for the full two (2) hours. Additional call backs received within the same two (2) hour call back period do not qualify for additional call back pay.

21.3 Language in Section 21.1 will apply to the Street Department.

## ARTICLE XXII - STANDBY

22.1 An employee who is scheduled to stand by during the employee's scheduled off-duty time shall be compensated for ten (10) hours at one and one-half (1-1/2) times the employee's regular base pay rate for each seven (7) calendar day period during which the employee is on standby status.

22.2 Employees in the Water/Wastewater Department who are assigned by the EMPLOYER to perform duties to monitor the Water/Wastewater system shall the following Friday off with pay for each week they are on standby status.

## ARTICLE XXIII - MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

## ARTICLE XXIV – WORKERS' COMPENSATION SUPPLEMENT

24.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers' Compensation benefits may at the employee's discretion receive a supplement to the Workers' Compensation benefit as follows:

24.1.1 The employer will pay the difference between the employee's regular pay and Workers' Compensation insurance payments for a period of up to sixty (60) calendar days per injury, without deductions to employee's vacation or sick leave. The difference in pay will be paid by the City for an initial period of thirty (30) days, the next thirty (30) days may be covered through the use of sick leave or vacation (employee's option) and the City shall cover the last thirty (30) days of payment of the difference between the employee's regular pay and Workers' Compensation insurance payments.

24.1.2 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time shall be the difference between the Workers' Compensation benefits and compensation for the employee's normal work day or work week.

24.1.3 Under no circumstances shall an employee who receives Workers' Compensation benefits and the supplement noted in Section 24.1.1 and 24.1.2 receive compensation which is in excess of the employee's normal work day or normal work week.

24.2 An employee may at the employee's discretion receive the supplement noted in Section 24.1.1 and 24.1.2 as deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off until sick leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers' Compensation benefits.

ARTICLE XXV - INSURANCE

25.1 A. The Employer will pay 75% of the premium cost for group health insurance for each full-time employee who selects either single, family, **employee + spouse, or employee + child(ren) coverage**. The employee will pay the remaining 25% of the premium cost. In subsequent years where insurance premiums increase or decrease, the total cost of the premium will continue to be paid at the rate of 75% by the employer, and the remaining 25% will be paid by the EMPLOYEE.

B. The **UNION** will offer the **FMCP Plan** consisting of a **$200.00** deductible for single, **and a $400.00 deductible for** family, **employee + spouse, or employee + child(ren) coverage**, where the CITY'S annual contribution into EMPLOYEES' VEBA, as defined in 25.6 herein. If such a health plan is no longer available, City and Union agree to meet and reopen this section (Article XXV) of the contract for negotiation.

C. The CITY'S contribution for insurance premiums and VEBA will be made in monthly installments of equal payments or as close as possible.

25.2 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums as agreed to herein. The Employer is not liable for claims as a result of the denial of insurance benefits by an insurance carrier.

25.3 VEBA:_ On January 1, 2005, the CITY adopted the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employee; beneficiary association under Section (c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2202-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).

25.4 Benefits provided through the VEBA. The CITY shall provide the following welfare benefit arrangement through the VEBA Plan.

The Health Insurance Arrangement for Active Employees.

25.5 Payment of Fees. The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

25.6 City Contributions to the Health Reimbursement Arrangement for Active Employees:

A. Contributions to the Active Employees' Health Insurance Benefits: The CITY will make a monthly contribution to the employee accounts under the Health Insurance Benefits Arrangements for Active Employees who are members of this Collective Bargaining Agreement in accordance with the following for the term of January 2024 – December 2026.

For each qualified employee who elects single coverage under the FMCP group health plan described in 25.1B. The City's contribution to health insurance benefits will be divided into the payment of premium and then to VEBA if there is any residual amount over the City's annual contribution limit. Any VEBA payment shall be reduced to maintain the premium cost and not to exceed annual contributions by the City (premium and VEBA) of $8,700 per year.

For each qualified employee who elects family coverage under the FMCP group health plan described in 25.1B. The City's contribution to health insurance benefits will be divided into the payment of premium and then to

VEBA if there is any residual amount over the City's annual contribution limit. Any VEBA payment shall be reduced to maintain the premium cost and not to exceed annual contributions by the City (premium and VEBA) of $25,000 per year.

For each qualified employee who elects employee + spouse coverage under the FMCP group health plan described in 25.1B. The City's contribution to health insurance benefits will be divided into the payment of premium and then to VEBA if there is any residual amount over the City's annual contribution limit. Any VEBA payment shall be reduced to maintain the premium cost and not to exceed annual contributions by the City (premium and VEBA) of $16,500 per year.

For each qualified employee who elects employee + child(ren) coverage under the FMCP group health plan described in 25.1B. The City's contribution to health insurance benefits will be divided into the payment of premium and then to VEBA if there is any residual amount over the City's annual contribution limit. Any VEBA payment shall be reduced to maintain the premium cost and not to exceed annual contributions by the City (premium and VEBA) of $14,200 per year.

25.7 Full-time regular employees will be eligible to participate in the Union's FMCP insurance program. All seasonal, temporary and intermittent employees and regular part-time employees will not qualify for insurance coverage.

25.8 The City shall pay the premium for PERA Life Insurance.

25.9 In the event the health insurance provision of this Agreement fails to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

## ARTICLE XXVI - RIGHT OF SUBCONTRACT

26.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

26.2 The EMPLOYER will provide the UNION with an opportunity to meet and confer as defined by M.S. 179A.01, Subd. 10 prior to subcontracting.

## ARTICLE XXVII - RESIGNATION

27.1 Two (2) weeks of prior notice shall constitute proper notice for an employee who is planning to resign in good standing.

27.2 Employees who leave without notice as provided herein shall forfeit any accumulated leave time they may have earned and shall be entitled to no other compensation other than the regular salary due on the date last worked.

## ARTICLE XXVIII - WAIVER

28.1 Any and all prior agreements, resolutions, practices, rules and regulations regarding terms and conditions of employment, to the extent consistent with the provisions of this AGREEMENT, are hereby superseded.

28.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in the AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

## ARTICLE XXIX - SAFETY

The EMPLOYER will provide all initial and replacement flame retardant clothing as required by the City. Replacement clothing is subject to Department Head approval.

Safety shoes are required to be worn as personal protective equipment while on duty in the Water, Wastewater, Electric, Street & Parks and Telecommunications Departments. Safety shoes shall meet OSHA standards. The City will reimburse employees up to **$200.00** annually for the purchase of OSHA approved safety shoes.

ARTICLE XXX - DURATION

This AGREEMENT shall be effective as of **January 1, 2024**, and shall remain in full force and effect until **December 31, 2026**.

30.1 If the City of Windom's Local Government Aid (LGA) distribution from the State of Minnesota is reduced by ten percent (10%) or more from the 2021 Certified amount (as of October 15, 2020). At any time over the duration of this agreemen the Employer may, at its sole discretion, have the option to re-open Article XXV (INSURANCE) and/or Appendix D (WAGE SCHEDULES).

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of ________________________.

FOR THE CITY OF WINDOM:

_______________________________

_______________________________

_______________________________

FOR THE UNION:

_______________________________

_______________________________

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# APPENDIX D

## WAGE SCHEDULES

| | | | | | 2024 STEPS | (5.0% General Wage Adjustment) | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **JOB CLASSIFICATIONS** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** |
| Line Crew Foreman | $31.66 | $32.30 | $32.94 | $33.60 | $34.32 | $35.02 | $35.71 | $36.46 | $37.22 | $37.98 | $38.78 | $39.60 |
| NOC Tech | $28.22 | $28.88 | $29.51 | $30.18 | $30.88 | $31.57 | $32.27 | $33.03 | $33.80 | $34.53 | $35.33 | $36.17 |
| Lineman | $30.04 | $30.65 | $31.28 | $31.89 | $32.53 | $33.18 | $33.85 | $34.52 | $35.27 | $35.96 | $36.70 | $37.45 |
| Outside Plant Tech | $26.61 | $27.21 | $27.84 | $28.46 | $29.09 | $29.75 | $30.41 | $31.08 | $31.85 | $32.54 | $33.26 | $34.02 |
| Finance & Information Analyst | $25.71 | $26.31 | $26.94 | $27.56 | $28.19 | $28.85 | $29.52 | $30.19 | $30.94 | $31.64 | $32.36 | $33.13 |
| IT Analyst/ Billing/Payroll Clerk | $23.28 | $23.81 | $24.35 | $24.92 | $25.52 | $26.08 | $26.68 | $27.36 | $27.96 | $28.60 | $29.25 | $30.14 |
| FT Mechanic | $22.68 | $23.22 | $23.73 | $24.28 | $24.85 | $25.42 | $26.01 | $26.60 | $27.23 | $27.84 | $28.48 | $29.15 |
| Cable Tech | $22.52 | $23.05 | $23.56 | $24.08 | $24.61 | $25.16 | $25.71 | $26.29 | $26.90 | $27.49 | $28.12 | $28.75 |
| Assistant Liquor Store Manager | $20.84 | $21.29 | $21.80 | $22.31 | $22.83 | $23.35 | $23.91 | $24.45 | $25.00 | $25.59 | $26.18 | $26.80 |
| Water/Wastewater Foreman | $22.22 | $22.68 | $23.18 | $23.69 | $24.20 | $24.73 | $25.28 | $25.84 | $26.38 | $26.96 | $27.55 | $28.17 |
| Mechanic (80%) | $21.53 | $21.99 | $22.49 | $23.00 | $23.51 | $24.05 | $24.59 | $25.15 | $25.68 | $26.27 | $26.86 | $27.49 |
| Street Foreman | $21.70 | $22.16 | $22.66 | $23.17 | $23.69 | $24.21 | $24.77 | $25.32 | $25.86 | $26.45 | $27.04 | $28.49 |
| Water/Wastewater Operator | $20.86 | $21.34 | $21.80 | $22.31 | $22.80 | $23.28 | $23.79 | $24.33 | $24.89 | $25.47 | $26.02 | $26.84 |
| Arena Coordinator | $20.00 | $20.48 | $20.94 | $21.45 | $21.93 | $22.42 | $22.93 | $23.47 | $24.02 | $24.61 | $25.16 | $25.98 |
| Legal Secretary | $20.00 | $20.48 | $20.94 | $21.45 | $21.93 | $22.42 | $22.93 | $23.47 | $24.02 | $24.61 | $25.16 | $25.98 |
| Inventory Clerk | $20.00 | $20.48 | $20.94 | $21.45 | $21.93 | $22.42 | $22.93 | $23.47 | $24.02 | $24.61 | $25.16 | $25.98 |
| TeleComm Worker/Installer | $20.50 | $20.55 | $20.98 | $21.45 | $21.89 | $22.42 | $22.92 | $23.43 | $23.94 | $24.49 | $25.02 | $25.56 |
| Liquor Store Clerk II | $19.60 | $19.66 | $20.08 | $20.55 | $21.00 | $21.53 | $22.02 | $22.52 | $23.04 | $23.57 | $24.13 | $24.66 |
| Librarian Assistant | $19.60 | $19.66 | $20.08 | $20.55 | $21.00 | $21.53 | $22.02 | $22.52 | $23.04 | $23.57 | $24.13 | $24.66 |
| Street/Park Maintenance Worker | $20.12 | $20.17 | $20.59 | $21.06 | $21.53 | $22.04 | $22.53 | $23.04 | $23.55 | $24.10 | $24.64 | $25.19 |
| Inventory Clerk/Admin Assistant | $19.13 | $19.56 | $20.02 | $20.48 | $20.95 | $21.40 | $21.89 | $22.38 | $22.89 | $23.43 | $23.97 | $24.63 |
| Custodian Supervisor | $18.42 | $18.82 | $19.27 | $19.69 | $20.17 | $20.59 | $21.07 | $21.56 | $22.06 | $22.59 | $23.10 | $23.63 |
| Sr. Administrative Assistant | $18.26 | $18.65 | $19.11 | $19.51 | $19.95 | $20.38 | $20.86 | $21.28 | $21.77 | $22.25 | $22.79 | $23.28 |
| Community Center Worker II | $16.78 | $17.18 | $17.54 | $18.20 | $18.38 | $18.78 | $19.18 | $19.66 | $20.08 | $20.54 | $21.00 | $21.53 |
| Administrative Assistant II | $16.78 | $17.18 | $17.54 | $18.20 | $18.38 | $18.78 | $19.18 | $19.66 | $20.08 | $20.54 | $21.00 | $21.53 |
| Liquor Clerk I | $16.78 | $17.18 | $17.54 | $18.20 | $18.38 | $18.78 | $19.18 | $19.66 | $20.08 | $20.54 | $21.00 | $21.53 |
| Receptionist/Administrative Asst I | $15.96 | $16.31 | $16.67 | $17.07 | $17.47 | $17.86 | $18.26 | $18.68 | $19.10 | $19.55 | $19.96 | $20.44 |
| Arena & Comm Ctr Maintenance | $15.12 | $15.49 | $15.84 | $16.20 | $16.56 | $16.95 | $17.30 | $17.73 | $18.12 | $18.52 | $18.96 | $19.86 |
| Library Clerk | $15.12 | $15.49 | $15.84 | $16.20 | $16.56 | $16.95 | $17.30 | $17.73 | $18.12 | $18.52 | $18.96 | $19.86 |
| Custodian | $15.12 | $15.49 | $15.84 | $16.20 | $16.56 | $16.95 | $17.30 | $17.73 | $18.12 | $18.52 | $18.96 | $19.86 |
| Assistant Liquor Store Clerk | $15.12 | $15.49 | $15.84 | $16.20 | $16.56 | $16.95 | $17.30 | $17.73 | $18.12 | $18.52 | $18.96 | $19.86 |

| | | | | 2025 STEPS | (5.0% General Wage Adjustment) | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **JOB CLASSIFICATIONS** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** |
| Line Crew Foreman | $33.24 | $33.92 | $34.59 | $35.28 | $36.04 | $36.77 | $37.50 | $38.28 | $39.08 | $39.88 | $40.72 | $41.58 |
| NOC Tech | $29.63 | $30.32 | $30.99 | $31.69 | $32.42 | $33.15 | $33.88 | $34.68 | $35.49 | $36.26 | $37.10 | $37.98 |
| Lineman | $31.54 | $32.18 | $32.84 | $33.48 | $34.16 | $34.84 | $35.54 | $36.25 | $37.03 | $37.76 | $38.54 | $39.32 |
| Outside Plant Tech | $27.94 | $28.57 | $29.23 | $29.88 | $30.54 | $31.24 | $31.93 | $32.62 | $33.44 | $34.17 | $34.92 | $35.72 |
| Finance & Information Analyst | $27.00 | $27.63 | $28.29 | $28.94 | $29.60 | $30.29 | $31.00 | $31.70 | $32.49 | $33.22 | $33.98 | $34.79 |
| IT Analyst/ Billing/Payroll Clerk | $24.44 | $25.00 | $25.57 | $26.17 | $26.80 | $27.38 | $28.01 | $28.73 | $29.36 | $30.03 | $30.71 | $31.65 |
| FT Mechanic | $23.81 | $24.38 | $24.92 | $25.49 | $26.09 | $26.69 | $27.31 | $27.93 | $28.59 | $29.23 | $29.90 | $30.61 |
| Cable Tech | $23.65 | $24.20 | $24.74 | $25.28 | $25.84 | $26.42 | $27.00 | $27.60 | $28.25 | $28.86 | $29.53 | $30.19 |
| Assistant Liquor Store Manager | $21.88 | $22.35 | $22.89 | $23.43 | $23.97 | $24.52 | $25.11 | $25.67 | $26.25 | $26.87 | $27.49 | $28.14 |
| Water/Wastewater Foreman | $23.33 | $23.81 | $24.34 | $24.87 | $25.41 | $25.97 | $26.54 | $27.13 | $27.70 | $28.31 | $28.93 | $29.58 |
| Mechanic (80%) | $22.61 | $23.09 | $23.61 | $24.15 | $24.69 | $25.25 | $25.82 | $26.41 | $26.96 | $27.58 | $28.20 | $28.86 |
| Street Foreman | $22.79 | $23.27 | $23.79 | $24.33 | $24.87 | $25.42 | $26.01 | $26.59 | $27.15 | $27.77 | $28.39 | $29.91 |
| Water/Wastewater Operator | $21.90 | $22.41 | $22.89 | $23.43 | $23.94 | $24.44 | $24.98 | $25.55 | $26.13 | $26.74 | $27.32 | $28.18 |
| Arena Coordinator | $21.00 | $21.50 | $21.99 | $22.52 | $23.03 | $23.54 | $24.08 | $24.64 | $25.22 | $25.84 | $26.42 | $27.28 |
| Legal Secretary | $21.00 | $21.50 | $21.99 | $22.52 | $23.03 | $23.54 | $24.08 | $24.64 | $25.22 | $25.84 | $26.42 | $27.28 |
| Inventory Clerk | $21.00 | $21.50 | $21.99 | $22.52 | $23.03 | $23.54 | $24.08 | $24.64 | $25.22 | $25.84 | $26.42 | $27.28 |
| TeleComm Worker/Installer | $21.53 | $21.58 | $22.03 | $22.52 | $22.98 | $23.54 | $24.07 | $24.60 | $25.14 | $25.71 | $26.27 | $26.84 |
| Liquor Store Clerk II | $20.58 | $20.64 | $21.08 | $21.58 | $22.05 | $22.61 | $23.12 | $23.65 | $24.19 | $24.75 | $25.34 | $25.89 |
| Librarian Assistant | $20.58 | $20.64 | $21.08 | $21.58 | $22.05 | $22.61 | $23.12 | $23.65 | $24.19 | $24.75 | $25.34 | $25.89 |
| Street/Park Maintenance Worker | $21.13 | $21.18 | $21.62 | $22.11 | $22.61 | $23.14 | $23.66 | $24.19 | $24.73 | $25.31 | $25.87 | $26.45 |
| Inventory Clerk/Admin Assistant | $20.09 | $20.54 | $21.02 | $21.50 | $22.00 | $22.47 | $22.98 | $23.50 | $24.03 | $24.60 | $25.17 | $25.86 |
| Custodian Supervisor | $19.34 | $19.76 | $20.23 | $20.67 | $21.18 | $21.62 | $22.12 | $22.64 | $23.16 | $23.72 | $24.26 | $24.81 |
| Sr. Administrative Assistant | $19.17 | $19.58 | $20.07 | $20.49 | $20.95 | $21.40 | $21.90 | $22.34 | $22.86 | $23.36 | $23.93 | $24.44 |
| Community Center Worker II | $17.62 | $18.04 | $18.42 | $19.11 | $19.30 | $19.72 | $20.14 | $20.64 | $21.08 | $21.57 | $22.05 | $22.61 |
| Administrative Assistant II | $17.62 | $18.04 | $18.42 | $19.11 | $19.30 | $19.72 | $20.14 | $20.64 | $21.08 | $21.57 | $22.05 | $22.61 |
| Liquor Clerk I | $17.62 | $18.04 | $18.42 | $19.11 | $19.30 | $19.72 | $20.14 | $20.64 | $21.08 | $21.57 | $22.05 | $22.61 |
| Receptionist/Administrative Asst I | $16.76 | $17.13 | $17.50 | $17.92 | $18.34 | $18.75 | $19.17 | $19.61 | $20.06 | $20.53 | $20.96 | $21.46 |
| Arena & Comm Ctr Maintenance | $15.88 | $16.26 | $16.63 | $17.01 | $17.39 | $17.80 | $18.17 | $18.62 | $19.03 | $19.45 | $19.91 | $20.85 |
| Library Clerk | $15.88 | $16.26 | $16.63 | $17.01 | $17.39 | $17.80 | $18.17 | $18.62 | $19.03 | $19.45 | $19.91 | $20.85 |
| Custodian | $15.88 | $16.26 | $16.63 | $17.01 | $17.39 | $17.80 | $18.17 | $18.62 | $19.03 | $19.45 | $19.91 | $20.85 |
| Assistant Liquor Store Clerk | $15.88 | $16.26 | $16.63 | $17.01 | $17.39 | $17.80 | $18.17 | $18.62 | $19.03 | $19.45 | $19.91 | $20.85 |

**2026 STEPS (5.0% General Wage Adjustment)**

| JOB CLASSIFICATIONS | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Line Crew Foreman | $34.90 | $35.62 | $36.32 | $37.04 | $37.84 | $38.61 | $39.38 | $40.19 | $41.03 | $41.87 | $42.76 | $43.66 |
| NOC Tech | $31.11 | $31.84 | $32.54 | $33.27 | $34.04 | $34.81 | $35.57 | $36.41 | $37.26 | $38.07 | $38.96 | $39.88 |
| Lineman | $33.12 | $33.79 | $34.48 | $35.15 | $35.87 | $36.58 | $37.32 | $38.06 | $38.88 | $39.65 | $40.47 | $41.29 |
| Outside Plant Tech | $29.34 | $30.00 | $30.69 | $31.37 | $32.07 | $32.80 | $33.53 | $34.25 | $35.11 | $35.88 | $36.67 | $37.51 |
| Finance & Information Analyst | $28.35 | $29.01 | $29.70 | $30.39 | $31.08 | $31.80 | $32.55 | $33.29 | $34.11 | $34.88 | $35.68 | $36.53 |
| IT Analyst/ Billing/Payroll Clerk | $25.66 | $26.25 | $26.85 | $27.48 | $28.14 | $28.75 | $29.41 | $30.17 | $30.83 | $31.53 | $32.25 | $33.23 |
| FT Mechanic | $25.00 | $25.60 | $26.17 | $26.76 | $27.39 | $28.02 | $28.68 | $29.33 | $30.02 | $30.69 | $31.40 | $32.14 |
| Cable Tech | $24.83 | $25.41 | $25.98 | $26.54 | $27.13 | $27.74 | $28.35 | $28.98 | $29.66 | $30.30 | $31.01 | $31.70 |
| Assistant Liquor Store Manager | $22.97 | $23.47 | $24.03 | $24.60 | $25.17 | $25.75 | $26.37 | $26.95 | $27.56 | $28.21 | $28.86 | $29.55 |
| Water/Wastewater Foreman | $24.50 | $25.00 | $25.56 | $26.11 | $26.68 | $27.27 | $27.87 | $28.49 | $29.09 | $29.73 | $30.38 | $31.06 |
| Mechanic (80%) | $23.74 | $24.24 | $24.79 | $25.36 | $25.92 | $26.51 | $27.11 | $27.73 | $28.31 | $28.96 | $29.61 | $30.30 |
| Street Foreman | $23.93 | $24.43 | $24.98 | $25.55 | $26.11 | $26.69 | $27.31 | $27.92 | $28.51 | $29.16 | $29.81 | $31.41 |
| Water/Wastewater Operator | $23.00 | $23.53 | $24.03 | $24.60 | $25.14 | $25.66 | $26.23 | $26.83 | $27.44 | $28.08 | $28.69 | $29.59 |
| Arena Coordinator | $22.05 | $22.58 | $23.09 | $23.65 | $24.18 | $24.72 | $25.28 | $25.87 | $26.48 | $27.13 | $27.74 | $28.64 |
| Legal Secretary | $22.05 | $22.58 | $23.09 | $23.65 | $24.18 | $24.72 | $25.28 | $25.87 | $26.48 | $27.13 | $27.74 | $28.64 |
| Inventory Clerk | $22.05 | $22.58 | $23.09 | $23.65 | $24.18 | $24.72 | $25.28 | $25.87 | $26.48 | $27.13 | $27.74 | $28.64 |
| TeleComm Worker/Installer | $22.61 | $22.66 | $23.13 | $23.65 | $24.13 | $24.72 | $25.27 | $25.83 | $26.40 | $27.00 | $27.58 | $28.18 |
| Liquor Store Clerk II | $21.61 | $21.67 | $22.13 | $22.66 | $23.15 | $23.74 | $24.28 | $24.83 | $25.40 | $25.99 | $26.61 | $27.18 |
| Librarian Assistant | $21.61 | $21.67 | $22.13 | $22.66 | $23.15 | $23.74 | $24.28 | $24.83 | $25.40 | $25.99 | $26.61 | $27.18 |
| Street/Park Maintenance Worker | $22.19 | $22.24 | $22.70 | $23.22 | $23.74 | $24.30 | $24.84 | $25.40 | $25.97 | $26.58 | $27.16 | $27.77 |
| Inventory Clerk/Admin Assistant | $21.09 | $21.57 | $22.07 | $22.58 | $23.10 | $23.59 | $24.13 | $24.68 | $25.23 | $25.83 | $26.43 | $27.15 |
| Custodian Supervisor | $20.31 | $20.75 | $21.24 | $21.70 | $22.24 | $22.70 | $23.23 | $23.77 | $24.32 | $24.91 | $25.47 | $26.05 |
| Sr. Administrative Assistant | $20.13 | $20.56 | $21.07 | $21.51 | $22.00 | $22.47 | $23.00 | $23.46 | $24.00 | $24.53 | $25.13 | $25.66 |
| Community Center Worker II | $18.50 | $18.94 | $19.34 | $20.07 | $20.27 | $20.71 | $21.15 | $21.67 | $22.13 | $22.65 | $23.15 | $23.74 |
| Administrative Assistant II | $18.50 | $18.94 | $19.34 | $20.07 | $20.27 | $20.71 | $21.15 | $21.67 | $22.13 | $22.65 | $23.15 | $23.74 |
| Liquor Clerk I | $18.50 | $18.94 | $19.34 | $20.07 | $20.27 | $20.71 | $21.15 | $21.67 | $22.13 | $22.65 | $23.15 | $23.74 |
| Receptionist/Administrative Asst I | $17.60 | $17.99 | $18.38 | $18.82 | $19.26 | $19.69 | $20.13 | $20.59 | $21.06 | $21.56 | $22.01 | $22.53 |
| Arena & Comm Ctr Maintenance | $16.67 | $17.07 | $17.46 | $17.86 | $18.26 | $18.69 | $19.08 | $19.55 | $19.98 | $20.42 | $20.91 | $21.89 |
| Library Clerk | $16.67 | $17.07 | $17.46 | $17.86 | $18.26 | $18.69 | $19.08 | $19.55 | $19.98 | $20.42 | $20.91 | $21.89 |
| Custodian | $16.67 | $17.07 | $17.46 | $17.86 | $18.26 | $18.69 | $19.08 | $19.55 | $19.98 | $20.42 | $20.91 | $21.89 |
| Assistant Liquor Store Clerk | $16.67 | $17.07 | $17.46 | $17.86 | $18.26 | $18.69 | $19.08 | $19.55 | $19.98 | $20.42 | $20.91 | $21.89 |

APPENDIX E

NOTES REGARDING WAGE SCHEDULES

A. The preceding wage schedules for **2024, 2025 and 2026** shall not constrain the EMPLOYER from hiring an employee at any step in the schedule.

B. Temporary employees employed for no more than 960 hours per calendar year either in a full-time or part-time capacity will be paid at an hourly rate as determined by the EMPLOER for the term of their employment. Such employees will not be eligible for any rights or benefits under this AGREEMENT including ARTICLE VII-EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.

C. Progression through the step schedule on January 1 of each calendar year shall require satisfactory performance as determined by the EMPLOYER, but nothing will prevent accelerated movement throughout the step schedule at the discretion of the EMPLOYER. Part-time employees included in the bargaining unit in accordance with ARTICLE II - RECOGNITION shall be eligible for step increases on a calendar year basis.

D. Pay for licenses for employees as defined below shall be as follows for **2024, 2025 and 2026**:

Class A License ($2.50/hour) – Water\Wastewater

Class B License ($1.25/hour) – Water\Wastewater

Class C License ($0.65/hour) – Water\Wastewater

Class D License ($0.35/hour) – Water\Wastewater

*Type IV Bio-solids License ($0.20/hour) – Water\Wastewater

*Low Power License ($0.20/hour) - Telecom

Compensation for licenses for water\wastewater department employees may be for either or both water and wastewater licenses, if dual licenses are held by the same employee. The purpose of this is to promote cross-training and certifications. Employees will be paid for the highest license held by that employee in each area (water and\or wastewater), but pay shall not be compounded or pyramided (e.g., pay for the D + C + B licenses within water or wastewater).

* These licenses shall be limited to one employee per identified department or to as many licenses as required by law.

# 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:** 10/31/23
**RE:** Community Center : On-Call Part-Time Worker
**DEPT:** Community Center
**CONTACT:** Tim.Snyder@windommn.com

**Recommendations/Options/Action Requested**

Director of Community Center recommends that the City Council approve the hiring of Evan Oltmans for the position of on-call part time at the wage of 12.50 per hour.

**Issue Summary/Background**

The Community Center is replacing previous on call part time workers. Matt is needed to work at events as well as set up and take down for events at the Community Center. We currently share 1 part-time employee with the arena and he will be working at the arena more in the winter season.

**Fiscal Impact**

The Community Center has budgeted hours for these on-call part time positions.

**Attachments**

1. No attachments

**PAY ESTIMATE No. 5**
CONSTRUCTION OF A TRUCK GARAGE ADDITION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425306

For Period From: 09/20/2023 To: 09/30/2023
Contractor: Wilcon Construction Services LLC
Bid Date: May 4, 2023

DGR ENGINEERING

***SUMMARY***

| | | |
|---|---|---|
| VALUE OF WORK COMPLETED TO DATE | | $955,767.07 |
| LESS RETAINAGE (5%) | | $47,788.35 |
| TOTAL AMOUNT DUE INCLUDING THIS PAYMENT | | $907,978.72 |
| LESS ESTIMATES PREVIOUSLY APPROVED | Pay Estimate No. 1 | $346,137.50 |
| | Pay Estimate No. 2 | $95,077.10 |
| | Pay Estimate No. 3 | $249,154.30 |
| | Pay Estimate No. 4 | $31,806.95 |
| | Pay Estimate No. 5 | |
| | Pay Estimate No. 6 | |
| | Pay Estimate No. 7 | |
| | Pay Estimate No. 8 | |
| | Pay Estimate No. 9 | |
| | Pay Estimate No. 10 | |
| | Pay Estimate No. 11 | |
| | Pay Estimate No. 12 | |
| TOTAL AMOUNT DUE THIS ESTIMATE | | $185,802.87 |

| | |
|---|---|
| ORIGINAL CONTRACT PRICE | $1,422,793.95 |
| EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions) | $1,422,793.95 |
| LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT | $907,978.72 |
| EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT | $514,815.23 |
| % OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT | 64% |

less retention per contract on subcontractors

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

This statement becomes true

September 2023 labor + materials, and the check

When payment, less retention (per contract) is made

Successfully clears all banks.

By WILCON CONSTRUCTION SERVICES, LLC, Contractor

By Kristen J. Kretzer CFO Date 10-9-2023

TIMOTHY SCOTT MATTISON
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

Timothy S Mattison

***CERTIFICATE***

THE AMOUNT OF $185,802.87 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

CITY OF WINDOM ELECTRIC DEPARTMENT, Owner

By ____________________

Title ____________________

Date ____________________

DGR ENGINEERING, Engineer

By Travis Zeil

Title Project Engineer

Date 10/9/2023

PAY ESTIMATE No. 5
CONSTRUCTION OF A TRUCK GARAGE ADDITION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425306

For Period From: 09/20/2023 To: 09/30/2023
Contractor: Wilcon Construction Services LLC
Bid Date: May 4, 2023

DGR ENGINEERING

| Unit No. | Name and Description of Construction Unit | No. of Units | UNIT PRICE Labor | Material | L & M | Ext. Price L & M | WORK COMPLETED TO DATE (Including this Pay Period) Units Comp. | % Comp. | Value of Comp. Work | WORK COMPLETED THIS PERIOD Units Comp. | % Comp. | Value of Comp. Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| C1 | Excavation and Embankment (cu. yd.) | 500 | $ 81.25 | | $ 81.25 | $ 40,625.00 | 500 | 100% | $ 40,625.00 | | | $ - |
| C2 | 12" granular building fill (tons) | 575 | $ 33.75 | $ 12.50 | $ 46.25 | $ 26,593.75 | 57.50 | 10% | $ 2,659.38 | | | $ - |
| C3 | 12" Subgrade Preparation (sq. yd.) | 900 | $ 11.25 | | $ 11.25 | $ 10,125.00 | 450 | 50% | $ 5,062.50 | | | $ - |
| C4 | 7" PCC Surfacing (sq. yd.) | 125 | $ 43.62 | $ 49.50 | $ 93.12 | $ 11,640.00 | 125 | 100% | $ 11,640.00 | 125 | 100% | $ 11,640.00 |
| C5 | Pavement Removal (sq. yd.) | 250 | $ 28.75 | | $ 28.75 | $ 7,187.50 | 250 | 100% | $ 7,187.50 | | | $ - |
| C6 | 12" Class 5 Surfacing (tons) | 600 | $ 25.00 | $ 16.25 | $ 41.25 | $ 24,750.00 | 150 | 25% | $ 6,187.50 | | | $ - |
| C7 | PVC Water Service (ln. ft.) | 115 | $ 70.00 | $ 7.50 | $ 77.50 | $ 8,912.50 | 115 | 100% | $ 8,912.50 | | | $ - |
| C8 | 6" SDR-26 PVC Santitary Sewer Service (ln. ft.) | 65 | $ 142.50 | $ 20.00 | $ 162.50 | $ 10,562.50 | 65 | 100% | $ 10,562.50 | | | $ - |
| C9 | 8" PVC Roof Drain (ln. ft.) | 202 | $ 85.00 | $ 20.00 | $ 105.00 | $ 21,210.00 | 202 | 100% | $ 21,210.00 | | | $ - |
| C10 | 4" Perforated Subdrain (ln. ft.) | 225 | $ 8.75 | $ 10.00 | $ 18.75 | $ 4,218.75 | 225 | 100% | $ 4,218.75 | | | $ - |
| C11 | Curb Stop w/ box (ea.) | 1 | $ 1,250.00 | $ 2,500.00 | $ 3,750.00 | $ 3,750.00 | 1 | 100% | $ 3,750.00 | | | $ - |
| C12 | Sanitary Sewer Cleanout (ea.) | 1 | $ 1,025.00 | $ 750.00 | $ 1,775.00 | $ 1,775.00 | 1 | 100% | $ 1,775.00 | | | $ - |
| C13 | Storm Sewer Cleanout (ea.) | 3 | $ 1,125.00 | $ 1,375.00 | $ 2,500.00 | $ 7,500.00 | 3 | 100% | $ 7,500.00 | | | $ - |
| C14 | Connect to Existing Sanitary Service Tee (ea.) | 1 | $ 4,282.50 | $ 312.50 | $ 4,595.00 | $ 4,595.00 | 1 | 100% | $ 4,595.00 | | | $ - |
| C15 | Corporation Stop (ea.) | 1 | $ 1,015.00 | $ 1,125.00 | $ 2,140.00 | $ 2,140.00 | 1 | 100% | $ 2,140.00 | | | $ - |
| C16 | Connect to Existing Storm Outlet (ea.) | 1 | $ 1,093.75 | $ 437.50 | $ 1,531.25 | $ 1,531.25 | 1 | 100% | $ 1,531.25 | | | $ - |
| C17 | Pipe Bollards (ea.) | 4 | $ 391.00 | $ 984.00 | $ 1,375.00 | $ 5,500.00 | 4 | 100% | $ 5,500.00 | 4 | 100% | $ 5,500.00 |
| C18 | Silt Fence (ln. ft.) | 250 | $ 5.00 | $ 1.25 | $ 6.25 | $ 1,562.50 | 250 | 100% | $ 1,562.50 | | | $ - |
| C19 | SWPPP compliance (ea.) | 1 | $ 6,400.00 | $ 3,125.00 | $ 9,525.00 | $ 9,525.00 | 0.60 | 60% | $ 5,715.00 | 0.20 | 20% | $ 1,905.00 |
| C20 | Seeding, Fertilizing and Mulching (as req.) | 1 | $ 4,500.00 | $ 2,125.00 | $ 6,625.00 | $ 6,625.00 | | | $ - | | | $ - |
| C21 | Clearing and Grubbing (as req.) | 1 | $ 6,125.00 | | $ 6,125.00 | $ 6,125.00 | 1 | 100% | $ 6,125.00 | | | $ - |
| M22 | Building Core-out & Disposal | 1,780 | $ 31.25 | | $ 31.25 | $ 55,625.00 | 1,780 | 100% | $ 55,625.00 | | | $ - |
| M23 | 6" Granular Fill (cu. yd.) | 150 | $ 40.00 | $ 12.50 | $ 52.50 | $ 7,875.00 | 150 | 100% | $ 7,875.00 | | | $ - |
| M24 | Embankment Borrow (cu. yd.) | 1,630 | $ 42.50 | $ 12.50 | $ 55.00 | $ 89,650.00 | 1,630 | 100% | $ 89,650.00 | | | $ - |

**PAY ESTIMATE No. 5**
CONSTRUCTION OF A TRUCK GARAGE ADDITION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425306

For Period From: 09/20/2023 To: 09/30/2023
Contractor: Wilcon Construction Services LLC
Bid Date: May 4, 2023

DGR ENGINEERING

| | | | UNIT PRICE | | | | WORK COMPLETED TO DATE (Including this Pay Period) | | | WORK COMPLETED THIS PERIOD | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Unit No. | Name and Description of Construction Unit | No. of Units | Labor | Material | L & M | Ext. Price L & M | Units Comp. | % Comp. | Value of Comp. Work | Units Comp. | % Comp. | Value of Comp. Work |
| A1 | New wood-framed builidng (as req'd) | 1 | $ 154,412.00 | $ 368,000.00 | $ 522,412.00 | $ 522,412.00 | 0.645 | 65% | $ 336,955.74 | 0.230 | 23% | $ 120,154.76 |
| S1 | Foundation, building (as req'd.) | 1 | $ 31,894.00 | $ 22,605.00 | $ 54,499.00 | $ 54,499.00 | 1.000 | 100% | $ 54,499.00 | | | $ - |
| S2 | Concrete floor, building (as req'd) | 1 | $ 26,725.00 | $ 36,496.00 | $ 63,221.00 | $ 63,221.00 | 1.000 | 100% | $ 63,221.00 | | | $ - |
| M1 | Plumbing system, building (as req'd.) | 1 | $ 12,500.00 | $ 35,625.00 | $ 48,125.00 | $ 48,125.00 | 0.310 | 31% | $ 14,918.75 | | | $ - |
| M2 | HVAC system, building (as req'd.) | 1 | $ 12,500.00 | $ 64,360.00 | $ 76,860.00 | $ 76,860.00 | | | $ - | | | $ - |
| M3 | Fuel System (as req'd) | 1 | $ 15,000.00 | $ 43,798.00 | $ 58,798.00 | $ 58,798.00 | | | $ - | | | $ - |
| G1 | Mobilization (as req'd) | 1 | $ 38,200.00 | $ 46,500.00 | $ 84,700.00 | $ 84,700.00 | 1 | 100% | $ 84,700.00 | | | $ - |
| G2 | General construction allowance (as req'd.) | 1 | $ 50,000.00 | | $ 50,000.00 | $ 50,000.00 | 0.67 | 67% | $ 33,481.00 | | | $ - |
| **ALTERNATE ADDER #1** | | | | | | | | | | | | |
| AC1 | 7" PCC Surfacing (sq. yd.) | 805 | $ 29.70 | $ 40.34 | $ 70.04 | $ 56,382.20 | 805 | 100% | $ 56,382.20 | 805 | 100% | $ 56,382.20 |
| **ALTERNATE ADDER #2** | | | | | | | | | | | | |
| AA2 | Standing seam roof system (as req'd) | 1 | $ 12,500.00 | $ 25,693.00 | $ 38,193.00 | $ 38,193.00 | | | $ - | | | $ - |
| | | | | | TOTAL CONTRACT PRICE: | $1,422,793.95 | | TOTAL TO DATE: | $955,767.07 | | CONTRACT TOTAL THIS PERIOD: | $195,581.96 |

**PAY ESTIMATE No. 3**
69 KV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425303

For Period From: 08/31/2023 To: 09/30/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022

DGR ENGINEERING

***SUMMARY***

| | | |
|---|---|---|
| VALUE OF WORK COMPLETED TO DATE | | $2,119,801.11 |
| LESS RETAINAGE...(5%) | | $105,990.06 |
| TOTAL AMOUNT DUE INCLUDING THIS PAYMENT | | $2,013,811.05 |
| LESS ESTIMATES PREVIOUSLY APPROVED | Pay Estimate No. 1 | $221,159.83 |
| | Pay Estimate No. 2 | $1,390,669.41 |
| | Pay Estimate No. 3 | |
| | Pay Estimate No. 4 | |
| | Pay Estimate No. 5 | |
| | Pay Estimate No. 6 | |
| | Pay Estimate No. 7 | |
| | Pay Estimate No. 8 | |
| | Pay Estimate No. 9 | |
| | Pay Estimate No. 10 | |
| | Pay Estimate No. 11 | |
| | Pay Estimate No. 12 | |
| TOTAL AMOUNT DUE THIS ESTIMATE | | $401,981.81 |

| | |
|---|---|
| ORIGINAL CONTRACT PRICE | $2,999,408.32 |
| EXPECTED FINAL CONTRACT COST (w/C.O.s. Additions & Deletions) | $2,999,408.32 |
| LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT | $2,013,811.05 |
| EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT | $985,597.27 |
| % OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT | 67% |

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

By IES Commercial Inc., Contractor

By Bob P[illegible] Date 10-4-23

***CERTIFICATE***

THE AMOUNT OF $401,981.81 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

CITY OF WINDOM ELECTRIC DEPARTMENT, Owner

By

Title

Date

DGR ENGINEERING, Engineer

By [illegible]

Title Project Manager

Date 10-4-2023

For Period From: 08/31/2023 To: 09/30/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022

DGR ENGINEERING

| Unit No. | Name and Description of Construction Unit | No. of Units | UNIT PRICE Labor | Material | L & M | Ext. Price L & M | WORK COMPLETED TO DATE (Including this Pay Period) Units Comp. | % Comp. | Value of Comp. Work | WORK COMPLETED THIS PERIOD Units Comp. | % Comp. | Value of Comp. Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 35(4) | Wood Pole, Length 35', Class 4 (ea.) | 1 | $ 1,088.99 | $ 639.38 | $ 1,728.37 | $ 1,728.37 | 1 | 100% | $ 1,728.37 | 1 | 100% | $ 1,728.37 |
| 50(2) | Wood Pole, Length 50', Class 2 (ea.) | 1 | 1,283.45 | 1,343.67 | 2,627.12 | 2,627.12 | 1 | 100% | 2,627.12 | 1 | 100% | 2,627.12 |
| 65(H1) | Wood Pole, Length 65', Class H1 (ea.) | 4 | 1,477.92 | 3,253.41 | 4,731.33 | 18,925.32 | 4 | 100% | 18,925.32 | | | - |
| 70(1) | Wood Pole, Length 70', Class 1 (ea.) | 3 | 1,808.50 | 3,301.48 | 5,109.98 | 15,329.94 | 3 | 100% | 15,329.94 | | | - |
| 70(H1) | Wood Pole, Length 70', Class H1 (ea.) | 4 | 1,847.40 | 4,315.84 | 6,163.24 | 24,652.96 | 4 | 100% | 24,652.96 | | | - |
| 75(H1) | Wood Pole, Length 75', Class H1 (ea.) | 9 | 2,100.20 | 4,911.96 | 7,012.16 | 63,109.44 | 9 | 100% | 63,109.44 | | | - |
| 75(H2) | Wood Pole, Length 75', Class H2 (ea.) | 5 | 2,100.20 | 5,546.54 | 7,646.74 | 38,233.70 | 5 | 100% | 38,233.70 | 2 | 40% | 15,293.48 |
| 80(1) | Wood Pole, Length 80', Class H1 (ea.) | 3 | 2,100.20 | 4,512.95 | 6,613.15 | 19,839.45 | 3 | 100% | 19,839.45 | | | - |
| 80(H1) | Wood Pole, Length 80', Class H1 (ea.) | 8 | 2,100.20 | 5,556.15 | 7,656.35 | 61,250.80 | 8 | 100% | 61,250.80 | | | - |
| 80(H2) | Wood Pole, Length 80', Class H2 (ea.) | 2 | 2,100.20 | 6,262.84 | 8,363.04 | 16,726.08 | 2 | 100% | 16,726.08 | | | - |
| 80(H3) | Wood Pole, Length 80', Class H3 (ea.) | 1 | 2,100.20 | 7,114.95 | 9,215.15 | 9,215.15 | 1 | 100% | 9,215.15 | | | - |
| 85(1) | Wood Pole, Length 85', Class 1 (ea.) | 1 | 2,197.43 | 5,188.39 | 7,385.82 | 7,385.82 | | | - | | | - |
| 85(H1) | Wood Pole, Length 85', Class H1 (ea.) | 5 | 2,197.43 | 6,095.78 | 8,293.21 | 41,466.05 | 4 | 80% | 33,172.84 | | | - |
| 85(H2) | Wood Pole, Length 85', Class H2 (ea.) | 1 | 2,197.43 | 7,034.43 | 9,231.86 | 9,231.86 | 1 | 100% | 9,231.86 | | | - |
| 85(H3) | Wood Pole, Length 85', Class H3 (ea.) | 2 | 2,197.43 | 7,885.34 | 10,082.77 | 20,165.54 | 2 | 100% | 20,165.54 | | | - |
| 90(H1) | Wood Pole, Length 90', Class H1 (ea.) | 1 | 2,294.66 | 6,598.16 | 8,892.82 | 8,892.82 | 1 | 100% | 8,892.82 | | | - |
| 90(H4) | Wood Pole, Length 90', Class H4 (ea.) | 4 | 2,294.66 | 9,875.60 | 12,170.26 | 48,681.04 | 4 | 100% | 48,681.04 | | | - |
| SSSP-N-17 | Self-Supporting Steel Pole #N-17, Contractor-furnished (ea.) | 1 | 2,878.05 | 42,760.10 | 45,638.15 | 45,638.15 | 1 | 100% | 45,638.15 | 1 | 100% | 45,638.15 |
| LWP-N-1 | Laminated Wood Pole #N-1, Contractor-furnished (ea.) | 1 | 3,266.97 | 20,941.62 | 24,208.59 | 24,208.59 | | | - | | | - |
| LWP-N-2 | Laminated Wood Pole #N-2, Contractor-furnished (ea.) | 1 | 3,266.97 | 34,134.99 | 37,401.96 | 37,401.96 | | | - | | | - |
| LWP-N-3 | Laminated Wood Pole #N-3, Contractor-furnished (ea.) | 1 | 3,266.97 | 95,587.54 | 98,854.51 | 98,854.51 | | | - | | | - |
| LWP-N-6 | Laminated Wood Pole #N-6, Contractor-furnished (ea.) | 1 | 3,266.97 | 86,868.00 | 90,134.97 | 90,134.97 | | | - | | | - |
| LWP-N-9 | Laminated Wood Pole #N-9, Contractor-furnished (ea.) | 1 | 3,266.97 | 97,868.60 | 101,135.57 | 101,135.57 | | | - | | | - |
| LWP-N-14 | Laminated Wood Pole #N-14, Contractor-furnished (ea.) | 1 | 3,266.97 | 67,618.77 | 70,885.74 | 70,885.74 | | | - | | | - |

**PAY ESTIMATE No. 3**
69 kV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
**DGR Project Number 425303**

For Period From: 08/31/2023 To: 09/30/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022

DGR ENGINEERING

| Unit No. | Name and Description of Construction Unit | No. of Units | UNIT PRICE Labor | Material | L & M | Ext. Price L & M | WORK COMPLETED TO DATE (Including this Pay Period) Units Comp. | % Comp. | Value of Comp. Work | WORK COMPLETED THIS PERIOD Units Comp. | % Comp. | Value of Comp. Work |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LWP-N-32 | Laminated Wood Pole #N-32, Contractor-furnished (ea.) | 1 | 3,266.97 | 82,909.25 | 86,176.22 | 86,176.22 | 1 | 100% | 86,176.22 | | | - |
| LWP-N-33 | Laminated Wood Pole #N-33, Contractor-furnished (ea.) | 1 | 3,266.97 | 81,635.05 | 84,902.02 | 84,902.02 | 1 | 100% | 84,902.02 | | | - |
| LWP-N-37 | Laminated Wood Pole #N-37, Contractor-furnished (ea.) | 1 | 3,266.97 | 80,060.38 | 83,327.35 | 83,327.35 | 1 | 100% | 83,327.35 | | | - |
| LWP-N-38 | Laminated Wood Pole #N-38, Contractor-furnished (ea.) | 1 | 3,266.97 | 75,485.99 | 78,752.96 | 78,752.96 | 1 | 100% | 78,752.96 | | | - |
| LWP-N-50 | Laminated Wood Pole #N-50, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,923.57 | 16,190.54 | 16,190.54 | 1 | 100% | 16,190.54 | | | - |
| LWP-N-51 | Laminated Wood Pole #N-51, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,575.28 | 15,842.25 | 15,842.25 | 1 | 100% | 15,842.25 | | | - |
| LWP-N-52 | Laminated Wood Pole #N-52, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,923.57 | 16,190.54 | 16,190.54 | 1 | 100% | 16,190.54 | | | - |
| LWP-N-53 | Laminated Wood Pole #N-53, Contractor-furnished (ea.) | 1 | 3,266.97 | 39,491.81 | 42,758.78 | 42,758.78 | 1 | 100% | 42,758.78 | | | - |
| LWP-S-1 | Laminated Wood Pole #S-1, Contractor-furnished (ea.) | 1 | 3,266.97 | 22,544.49 | 25,811.46 | 25,811.46 | 1 | 100% | 25,811.46 | 1 | 100% | 25,811.46 |
| LWP-S-2 | Laminated Wood Pole #S-2, Contractor-furnished (ea.) | 1 | 3,266.97 | 32,495.33 | 35,762.30 | 35,762.30 | | | - | | | - |
| LWP-S-3 | Laminated Wood Pole #S-3, Contractor-furnished (ea.) | 1 | 3,266.97 | 75,077.61 | 78,344.58 | 78,344.58 | 1 | 100% | 78,344.58 | | | - |
| LWP-S-6 | Laminated Wood Pole #S-6, Contractor-furnished (ea.) | 1 | 3,266.97 | 20,155.52 | 23,422.49 | 23,422.49 | 1 | 100% | 23,422.49 | | | - |
| LWP-S-7 | Laminated Wood Pole #S-7, Contractor-furnished (ea.) | 1 | 3,266.97 | 17,447.68 | 20,714.65 | 20,714.65 | 1 | 100% | 20,714.65 | | | - |
| LWP-S-12 | Laminated Wood Pole #S-12, Contractor-furnished (ea.) | 1 | 3,266.97 | 23,455.70 | 26,722.67 | 26,722.67 | 1 | 100% | 26,722.67 | | | - |
| LWP-S-13 | Laminated Wood Pole #S-13, Contractor-furnished (ea.) | 1 | 3,266.97 | 21,337.74 | 24,604.71 | 24,604.71 | 1 | 100% | 24,604.71 | | | - |
| LWP-S-22 | Laminated Wood Pole #S-22, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-23 | Laminated Wood Pole #S-23, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-24 | Laminated Wood Pole #S-24, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-25 | Laminated Wood Pole #S-25, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-26 | Laminated Wood Pole #S-26, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-27 | Laminated Wood Pole #S-27, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-28 | Laminated Wood Pole #S-28, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-29 | Laminated Wood Pole #S-29, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-30 | Laminated Wood Pole #S-30, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |

**PAY ESTIMATE No. 3**
69 kV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425303

For Period From: 08/31/2023 To: 09/30/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022

DGR ENGINEERING

| | | | UNIT PRICE | | | | WORK COMPLETED TO DATE (Including this Pay Period) | | | WORK COMPLETED THIS PERIOD | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Unit No. | Name and Description of Construction Unit | No. of Units | Labor | Material | L & M | Ext. Price L & M | Units Comp. | % Comp. | Value of Comp. Work | Units Comp. | % Comp. | Value of Comp. Work |
| LWP-S-31 | Laminated Wood Pole #S-31, Contractor-furnished (ea.) | 1 | 3,266.97 | 12,304.25 | 15,571.22 | 15,571.22 | 1 | 100% | 15,571.22 | | | - |
| LWP-S-32 | Laminated Wood Pole #S-32, Contractor-furnished (ea.) | 1 | 3,266.97 | 13,947.59 | 17,214.56 | 17,214.56 | 1 | 100% | 17,214.56 | | | - |
| LWP-S-33 | Laminated Wood Pole #S-33, Contractor-furnished (ea.) | 1 | 3,266.97 | 15,535.75 | 18,802.72 | 18,802.72 | 1 | 100% | 18,802.72 | | | - |
| LWP-S-34 | Laminated Wood Pole #S-34, Contractor-furnished (ea.) | 1 | 3,266.97 | 39,818.02 | 43,084.99 | 43,084.99 | 1 | 100% | 43,084.99 | | | - |
| LWP-S-36 | Laminated Wood Pole #S-36, Contractor-furnished (ea.) | 1 | 3,266.97 | 47,956.27 | 51,223.24 | 51,223.24 | 1 | 100% | 51,223.24 | | | - |
| FDN-N-17 | Self-supporting Pier Foundation #N-17 (ea.) | 1 | 26,598.79 | 25,302.38 | 51,901.17 | 51,901.17 | 1 | 100% | 51,901.17 | 1 | 100% | 51,901.17 |
| TM-1 | 69 kV Phase Conductor Deadend, Quadrant, 1Ø (ea.) | 12 | 194.46 | 228.17 | 422.63 | 5,071.56 | 3 | 25% | 1,267.89 | | | - |
| TM-2 | Shield Wire Deadend (ea.) | 8 | 324.10 | 113.26 | 437.36 | 3,498.88 | 1 | 13% | 437.36 | | | - |
| TP-69 | 69 kV Tangent, Horizontal Line Post, 3Ø (ea.) | 27 | 285.21 | 1,877.33 | 2,162.54 | 58,388.58 | 26 | 96% | 56,226.04 | | | - |
| TP-69B | 69 kV Tangent, Stacked, Horizontal Line Post, 3Ø (ea.) | 40 | 285.21 | 1,877.33 | 2,162.54 | 86,501.60 | 40 | 100% | 86,501.60 | | | - |
| TP-69CL | 69 kV Tangent, Clearance Structure, Horizontal Line Post, 3Ø (ea.) | 1 | 356.51 | 1,886.33 | 2,242.84 | 2,242.84 | 1 | 100% | 2,242.84 | | | - |
| TS-4L | 69 kV Vertical, Medium Angle, Laminated Wood Pole (ea.) | 4 | 427.82 | 920.88 | 1,348.70 | 5,394.80 | 4 | 100% | 5,394.80 | | | - |
| TS-5GL | 69 kV Vertical, Double Deadend, Corner, Laminated Wood Pole (ea.) | 5 | 570.42 | 2,376.84 | 2,947.26 | 14,736.30 | 5 | 100% | 14,736.30 | | | - |
| TS-5GAL | 69 kV Vertical, Double Deadend, Large Angle, Laminated Wood Pole (ea.) | 6 | 784.33 | 3,501.11 | 4,285.44 | 25,712.64 | 6 | 100% | 25,712.64 | | | - |
| TS-5CL | 69 kV Double Deadend, Clearance Structure, Laminated Wood Pole (ea.) | 1 | 855.64 | 2,555.06 | 3,410.70 | 3,410.70 | 1 | 100% | 3,410.70 | | | - |
| TS-5GS | 69 kV Vertical, Double Deadend, Corner, Steel Pole (ea.) | 1 | 570.42 | 1,627.87 | 2,198.29 | 2,198.29 | 1 | 100% | 2,198.29 | 1 | 100% | 2,198.29 |
| SW-1I | 69 kV 1-Way Switch Assembly (ea.) | 2 | 3,889.25 | 25,017.40 | 28,906.65 | 57,813.30 | 2 | 100% | 57,813.30 | 1 | 50% | 28,906.65 |
| SW-2I | 69 kV 2-Way Switch Assembly (ea.) | 1 | 5,185.67 | 33,773.94 | 38,959.61 | 38,959.61 | | | - | | | - |
| SW-3I | 69 kV 3-Way Switch Assembly (ea.) | 1 | 6,482.09 | 40,949.71 | 47,431.80 | 47,431.80 | | | - | | | - |
| C1.11 | 15 kV Three Phase Tangent, Low Neutral, 10' Crossarm (ea.) | 4 | 259.28 | 602.28 | 861.56 | 3,446.24 | 3 | 75% | 2,584.68 | 3 | 75% | 2,584.68 |
| C1.11L | 15 kV Three Phase Tangent, Low Neutral, 14' Lminated Wood Crossarm (ea.) | 1 | 298.18 | 265.42 | 563.60 | 563.60 | | | - | | | - |
| C1.41 | 15 kV Three Phase Tangent, 10' Crossarm (ea.) | 23 | 259.28 | 584.48 | 843.76 | 19,406.48 | 18 | 78% | 15,187.68 | 4 | 17% | 3,375.04 |
| C5.21 | 15 kV Three Phase Deadend, Low Neutral, 10' Crossarm (ea.) | 1 | 388.93 | 1,141.17 | 1,530.10 | 1,530.10 | | | - | | | - |
| C6.51-10 | 15 kV Three Phase Double Deadend, 10' Crossarm (ea.) | 2 | 713.03 | 1,217.32 | 1,930.35 | 3,860.70 | 1 | 50% | 1,930.35 | | | - |

**PAY ESTIMATE No. 3**
69 kV TRANSMISSION LINE RECONSTRUCTION
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425303

For Period From: 08/31/2023 To: 09/30/2023
Contractor: IES Commercial Inc.
Bid Date: 09/07/2022

DGR ENGINEERING

| | | | UNIT PRICE | | | | WORK COMPLETED TO DATE (Including this Pay Period) | | | WORK COMPLETED THIS PERIOD | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Unit No. | Name and Description of Construction Unit | No. of Units | Labor | Material | L & M | Ext. Price L & M | Units Comp. | % Comp. | Value of Comp. Work | Units Comp. | % Comp. | Value of Comp. Work |
| C6.51-14 | 15 kV Three Phase Double Deadend, 14' Crossarm (ea.) | 4 | 777.85 | 1,460.31 | 2,238.16 | 8,952.64 | 4 | 100% | 8,952.64 | 1 | 25% | 2,238.16 |
| C6.52 | 15 kV Three Phase Deadend Buckarms, 10' Crossarm (ea.) | 2 | 725.99 | 1,817.28 | 2,543.27 | 5,086.54 | 2 | 100% | 5,086.54 | 2 | 100% | 5,086.54 |
| C6.53 | 15 kV Three Phase Deadend Buckarms, 14' laminated Wood Crossarm (ea.) | 1 | 816.74 | 920.18 | 1,736.92 | 1,736.92 | | | - | | | - |
| 4/0 ACSR | Phase Conductor, 4/0 ACSR, Penguin (Mft.) | 78 | 2,320.59 | 1,767.68 | 4,088.27 | 318,885.06 | 45 | 58% | 183,972.15 | 21 | 27% | 85,853.67 |
| 3/8" EHS | Shield Wire, 3/8" EHS (Mft.) | 26 | 2,320.59 | 833.22 | 3,153.81 | 81,999.06 | 13 | 50% | 40,999.53 | 5 | 19% | 15,769.05 |
| E1.1L | Distribution Down Guy, 3/8" EHS, Single (ea.) | 5 | 207.43 | 198.68 | 406.11 | 2,030.55 | 4 | 80% | 1,624.44 | 4 | 80% | 1,624.44 |
| E2.1L | Distribution Down Guy, Crossarm Attachment, 3/8" EHS, Single (ea.) | 10 | 259.28 | 234.73 | 494.01 | 4,940.10 | 8 | 80% | 3,952.08 | 8 | 80% | 3,952.08 |
| F2.12 | Distrbution Screw Anchor, Double Helix (ea.) | 10 | 145.85 | 269.47 | 415.32 | 4,153.20 | 8 | 80% | 3,322.56 | 8 | 80% | 3,322.56 |
| E5 | 5' Anchor Extension (ea.) | 20 | 194.46 | 99.15 | 293.61 | 5,872.20 | 16 | 80% | 4,697.76 | 16 | 80% | 4,697.76 |
| RC | Remove Conductor (Mft.) | 66 | 369.48 | | 369.48 | 24,385.68 | 43 | 65% | 15,887.64 | 43 | 65% | 15,887.64 |
| RCL | Remove Clamp (ea.) | 4 | 259.28 | | 259.28 | 1,037.12 | 1 | 25% | 259.28 | | | - |
| RI | Remove Insulator (ea.) | 9 | 518.57 | | 518.57 | 4,667.13 | 3 | 33% | 1,555.71 | | | - |
| RP | Remove Pole & Pole Top Assembly (ea.) | 64 | 1,037.13 | | 1,037.13 | 66,376.32 | 47 | 73% | 48,745.11 | 47 | 73% | 48,745.11 |
| RSW | Remove Switch Structure (ea.) | 2 | 5,056.03 | | 5,056.03 | 10,112.06 | | | - | | | - |
| TOP | Top Off Pole (ea.) | 27 | 486.16 | | 486.16 | 13,126.32 | 20 | 74% | 9,723.20 | 20 | 74% | 9,723.20 |
| XC-15-() | Transfer (4) 15 kV Conductor (ea.) | 36 | 129.64 | | 129.64 | 4,667.04 | 29 | 81% | 3,759.56 | 29 | 81% | 3,759.56 |
| SPG | Steel Pole Ground (ea.) | 1 | 129.64 | 34.59 | 164.23 | 164.23 | 1 | 100% | 164.23 | 1 | 100% | 164.23 |
| WPG | Wood Pole Ground (ea.) | 90 | 168.53 | 127.26 | 295.79 | 26,621.10 | 90 | 100% | 26,621.10 | 1 | 1% | 295.79 |
| PSB-8 | Structure Reinforcement (ea.) | 3 | 777.85 | 3,004.63 | 3,782.48 | 11,347.44 | 3 | 100% | 11,347.44 | | | - |
| EC | Erosion Control (lin. ft.) | 320 | 66.94 | | 66.94 | 21,420.80 | | | - | | | - |
| TC | Traffic Control (as req'd) | 1 | 16,065.00 | | 16,065.00 | 16,065.00 | | | - | | | - |
| U1 | Mobilization (as req'd) | 1 | 32,410.44 | | 32,410.44 | 32,410.44 | 1 | 100% | 32,410.44 | | | - |
| V1 | Construction Allowance (as req'd) | 1 | 80,000.00 | | 80,000.00 | 80,000.00 | 1 | 52% | 41,954.55 | 0.52 | 52% | 41,954.55 |

TOTAL CONTRACT PRICE: $2,999,408.32 TOTAL TO DATE: $2,119,801.11 CONTRACT TOTAL THIS PERIOD: $423,138.75

# Action Memo

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

**TO:** City Council
**FROM:** John Nelson, Manager, River Bend Liquor
**DATE:** November 2, 2023
**RE:** Liquor Store – Change Order #3
**DEPT:** Liquor Store
**CONTACT:** John Nelson Email: John.Nelson@windommn.com Phone: (507) 831-6132

## Recommendations/Options/Action Requested

1. The Liquor Committee recommends accepting change order #3 for soil corrections under the new expansion for $18,391.00.

## Issue Summary/Background

As part of the Liquor Store expansion project Sussner Construction submitted a Change Order due to additional black dirt needing to be removed and rock to be placed under the footings, rather than the compacted gravel that was originally called for.

In the original bidding specifications, we included GeoTek soil boring reports that were done around December of 2021. These were done by the Windom EDA for potential development south of the Liquor Store. Using this with approval of TSP, Inc.'s Structural Engineer allowed us not have to get new boring reports for the area to be excavated. Using that report, it was expected to remove a couple of feet of black dirt to get down to some gravel.

During excavation, it was noted that while down two feet they were still running into black dirt. The City of Windom hired American Engineering & Testing to inspect what to do next. It was the recommendation of the AET soils engineer to excavate an additional 3'-4' of existing black dirt and install some compacted fill. It was also recommended to place rock under the footings and not the compacted gravel, which was originally called for.

These corrections were done already and it is recommended to approve Change Order #3 in the amount of $18,391.00

## Fiscal Impact

This will be added to the Liquor Store Expansion Project Budget.

## Attachments

1. Sussner Construction – Change Order #3
2. GeoTek Soil Boring Map

SUSSNER CONSTRUCTION
GENERAL CONTRACTOR

305 LEGION FIELD ROAD
MARSHALL, MN 56258
TEL / 507.537.9779
FAX / 507.537.9473
sussner@sussnerconstruction.com
www.sussnerconstruction.com

# CHANGE ORDER REQUEST

**DATE:** 10/05/2023

**PROJECT:** River Bend Liquor Store Renovations
City of Windom, MN
575 2nd Avenue
Windom, MN 56101

**ARCHITECT:** TSP Architects
1112 N West Ave.
Sioux Falls, SD 57104

**DISCRIPTION:**

This change order was initiated by the soils engineer (AET) who instructed D&G Excavating to remove 3'-4' of existing black dirt and install compacted fill. They also stated that they wanted rock under the footings, not the compacted gravel like what was originally called for.

| | |
|---|---|
| Sub Quote | $17,350.00 |
| Margin (6%) | $ 1,041.00 |
| **Total** | **$18,391.00** |

cc: Attachment

D&G Excavating
Established 1979

2324 County Road 30
Marshall, MN 56258
•
Phone: 507-532-2334
Fax: 507-865-4695
•
www.dandgexcavating.com

Brian Gruhot
*President*

Kristin Gruhot
*CEO/CFO*

# ~Proposal~

**Date: 10/5/2023**

**To: Sussner Construction**
**Att. Kevin**

**Job: Windom Soil Correction**

**We Propose the Following:**

Soil correction inside of building
Rock for under footings

Total $ 17,355.00

*Comments: This proposal may be withdrawn by us if not accepted within 30 days.*

Sincerely,

Brian Gruhot
President

**From:** Lucas Lorenzen <lorenzenll@teamtsp.com>
**Sent:** Thursday, November 2, 2023 10:33:08 AM
**To:** Tim Jensen <jensentt@teamtsp.com>; Greg Schoer <schoerga@teamtsp.com>
**Cc:** Austin DeJong <dejongaj@teamtsp.com>
**Subject:** Windom

Tim,

Kevin with Sussner called to discuss the overex scope. He said they did have to excavate an additional 4'. So 6' total. This is frankly not something that was anticipated even in the GeoTek scope, as they planned to leave the additional fill material below 2', so switching to AET just produced either a different opinion of the underlying soil or the soil differed in the field or in that particular area that warranted removal. Due to it being a warehouse, we could have considered ignoring AET's recommendation, but I think the risk to us is too high to do that. Sorry to dive into this late, but it does appear that the scope the Sussner/D&G performed is accurate and reasonable.

**Lucas Lorenzen**, PE
Structural Engineer | TSP, Inc.
**direct** 605-575-1190 | **office** 605-336-1160


FIGURE 2
BORING LOCATION MAP
PROPOSED SUBWAY STRIP MALL
HIGHWAY 60
WINDOM, MN

ACAD/GEOTEK/DAN/21-N23

PROJECT#: 21-N23

DRAWN BY: MAB

GEOTEK

GEOTEK ENGINEERING &
TESTING SERVICES, INC.
909 East 50th Street North
Sioux Falls, South Dakota 57104
605-335-5512 Fax 605-335-0773

CITY OF
WINDOM

October 25, 2023

SW\WC Service Cooperative Board of Directors
Attn: Cliff Carmody, Executive Director
1420 East College Drive
Marshall, MN 56258

**RE: Termination of Community Policing Agreement with the City of Windom**

Dear Mr. Carmody and Board:

The Windom City Council was requested by the SW\WC Coop to terminate the community policing agreement between the City and SW\WC Coop for the Alternative Learning Center in our community. As Mayor I wanted to convey the City Council's unassailable concern over the SW\WC Coop's measures to remove law enforcement from the Alternative Learning Center.

It was only upon the City Attorney's recommendation that the termination of the agreement be approved that it even passed the City Council by a slim 3-2 vote. Another action taken by the Council that evening was to authorize this correspondence outlining our position, which passed by a 5 – 0 vote.

During the tenure of the partnership that was built between the Windom PD and Alternative Learning Center numerous benefits were produced for everyone involved. This can be evidenced by the trust gained and relationships formed between officers and students, teachers and administrative staff. Windom PD also benefitted from this community policing by not only from seeing reductions in calls for service, but the education gained by our officers of the behaviors\ problems\concerns experienced by the kids and staff. There are many stories at the Alternative Learning Center of positive interactions with law enforcement which only help construct and strengthen the connections between the parties. The League of Minnesota Cities also used this partnership as a model for other communities (please see attached article).

The City Council and I feel the loss of this relationship in our community will be very counter-productive for both the Windom PD and Alternative Learning Center. Through an action of the SW\WC Coop Administration it has placed children, teachers and Windom officers at a higher degree of risk.

Lastly, the City Council and I commend Chief Peterson, his officers and the local ALC staff for all their work these last six years. Should the SW\WC Coop wish to revisit a community policing arrangement in the future we are open to that discussion.

Sincerely,

Dominic Jones

Dominic Jones
Mayor

Cc: Windom Area School Board
Ron Schramel, City Attorney
Chief Scott Peterson

star city FOR ECONOMIC DEVELOPMENT

# Windom Partners With Alternative School on Community Policing

BY ANDREW TELLIJOHN

A growing spate of calls for service from the Red Rock Ridge Alternative Learning Center (ALC) was taxing the Windom Police Department's staff of nine officers. So, the city approached the ALC and its parent company looking for a proactive solution.

The ALC, which serves high school students with learning disabilities, physical disabilities, and behavioral issues, called the police 40 times during the 2017-2018 school year. That's a lot for the small southwest Minnesota city of 4,500, and it stretched thin the overall police coverage for the community.

Leaders at the school's parent company, the Southwest/West Central Coop, agreed that a change was needed. It was decided that the city and the school would split the cost to have a police presence at the school on a part-time basis, starting with the 2018-2019 school year.

As a result, calls for service declined in 2018-2019 by 27%, from 40 to 29. That success led to a formalized pilot program for the 2019-2020 school year that resulted in just 21 calls before the COVID-19 pandemic mostly took students away from school.

"We were able to reduce calls for service and arrests by having a presence at the school," says Police Chief Scott Peterson.

Part of the program's success, adds Assistant Police Chief Cory Hillesheim, stems from proactively taking the time to build relationships with students during good times instead of only seeing them during the bad times.

## Building relationships with students

"It's been working pretty well," Hillesheim says. "Before, the only time the kids would see us was when we were up there because we were called. But now they're seeing us regularly during the day, and we're forming relationships with the kids."

As part of the program, a police officer on the day shift will spend about an hour a day at Red Rock Ridge. The visits take place at varying times throughout the week, so students can't pick up on any patterns.

The goals are to be more visible, to build relationships with the students, and to help provide coping skills that students can use to diffuse situations that used to result in police calls.

Some of the programming is planned, but some of the relationship-building has happened informally, when officers join a pick-up basketball game, for example, or talk with a student looking upset while walking the hallways.

## Additional activities

In addition to the community policing duties, the police also provide training for school staff on such topics as harassment and restraining orders, and they conduct an active shooter training program called Alert, Lockdown, Inform, Counter, Evacuate (ALICE). The department has also used its K-9 unit to sweep the school for illegal drugs.

PHOTO COURTESY CITY OF WINDOM

The Windom Police Department and Red Rock Ridge Alternative Learning Center (ALC) have partnered to reduce police calls to the school. Pictured from Left: Officer Devin Kopperud, ALC Site Manager Jason Kratochvil, and Police Chief Scott Peterson.

One of the important factors in creating the program was that the decision-makers from the coop, the ALC, and the city sat down together to discuss the problem and hash out a solution, says City Administrator Steve Nasby.

Initially, the city proposed a full-time presence on-site. The coop didn't want that due to budget constraints, but further discussion fleshed out the present solution. Everyone agreed that something needed to be done, Nasby says, and having everyone present for initial meetings created trust and ensured everyone was getting the same information.

"The coop, the city administrator, myself, and the chief all got together and said it's going to be a win-win for everybody,'" Hillesheim says. "It's been a good thing. And that is reflected in our calls."

The city has seen similar positive benefits from having a student resource officer assigned to the Windom Area Middle/High School and Winfair Elementary, Nasby says. That has also helped reduce incidents involving students. "We've done that for years," he says.

## Future of the position

Despite the success of the initial pilot program, the position is a bit in flux as the 2020-2021 school year winds down. Due to COVID-19, students at Red Rock Ridge have primarily been learning remotely, reducing calls and the coop's contribution for the school year to $8,800, down from $29,000 previously.

The city hopes to resume the full program in the fall if students return for traditional in-person classes.

"I believe this school is much safer than it was four years ago," Peterson says. "This program has worked for both parties."

Andrew Tellijohn is a freelance writer.