**Council Meeting**
**Tuesday, October 17, 2023**
**City Council Chamber**
**6:30 p.m.**
**AGENDA**

CITY OF WINDOM

Call to Order
Pledge of Allegiance

1. Consent Agenda
    - Minutes
        - Council Minutes– October 3, 2023
        - Community Center Commission – October 9, 2023
        - EDA – October 9, 2023
        - Library Board – October 10, 2023
        - Planning Commission – October 10, 2023
    - License & Permits – Exempt Gambling Permits
        - Windom Youth Hockey Association – Dec. 13. 2023
        - Des Moines Valley MN Deer Hunters – Feb. 17, 2024
    - Regular Bills

2. Department Heads

3. Public Hearings
    - Proposed Property Tax Abatements for Electric Generation Building and Municipal Liquor Store
    - Resolution Approving Tax Abatements for Electric Generation Bldg and Municipal Liquor Store
    - 2018-2022 Small Cities Development Program Grant Closeout

4. Windom Apartments LLC - TIF Amendment

5. MnDOT Local Road Improvement Project

6. WAH Community Policing Service Agreement Renewal

7. SW/WC Coop Community Policing Agreement Termination

8. Fire Department MN DNR Grant Agreement

9. Street Closure Request – Chamber Spooktacular Square Event

10. Personnel
    - Community Center
        - Bartender – Connie Lubben
        - On Call – Matthew Voehl

11. Liquor Store
    - Change Order 1 & 2 Sussner Construction
    - Sidewalk Proposal Quote
    - THC Sales Discussion

12. New Business

13. Old Business

14. Council Comments

15. Adjourn

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

Preliminary

**Regular Council Meeting**
**City Hall, Council Chamber**
**October 3, 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.; Ryan Anderson, Water\Wastewater Superintendent; 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 handed out for a Personnel action regarding the hiring of a Finance Director and that he wanted to add an item under new business to discuss THC products at the liquor store.

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

5. Consent Agenda:
    - Minutes
        - City Council Minutes – September 19, 2023
        - Parks & Recreation Commission – September 13, 2023
        - Housing & Redevelopment Authority – September 19, 2023
        - Telecom Commission – September 25, 2023
        - Utility Commission – September 27, 2023
    - Regular Bills

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

6. Department Heads:
John Nelson, Liquor Store Manager, said that the renovation project at the store would start this week and they have two container storage units on site. The 16th Annual MMBA Food Drive sponsored by Miller Light is starting and people can drop off food items or donations for the Windom Sharing Center.

7. Windom Area Health – Bond Issuance and Demolition Approval:
Todd Hagen, Ehlers Associates, and John Peyerl, WAH CFO, introduced themselves. Hagen said the proposals for the bonds to fund the Medical Office Building were received and reviewed by the pricing committee consisting of the Mayor, City Administrator and WAH CFO. There were

five banks contacted along with the USDA. The USDA timeframes were not conducive to the project so the process moved ahead with the solicitation of the bank proposals. Two banks dropped out as the project was not large enough or not in their service territory. The project did get three competitive proposals from area banks. The three banks were United Prairie, Bank Midwest and Bremer Bank. The project has a combination of $10 million in hospital cash and $20 million in debt. Because there were three competitive proposals a placement agent was not needed. On September 28th the pricing committee met to review the proposals and make a recommendation. The proposal selected is from United Prairie Bank and their two partner banks. Their proposal offered two options for either a 10-year or 20-year fixed rate product with a one-year debt service reserve. The 10-year option would re-set at the end of 10 years. There is no prepayment penalty and they had the lowest origination fee and interest rate at 5.7%. There is also a draw down feature that allows the hospital to draw the funds as needed instead of all up front, which saves some interest expense. A tentative closing date of November 2nd was set. The resolution for Council consideration is to finalize the bond placement.

Jones asked if the three offers were in line with the original interest rate estimate. Hagen said rates have gone up, but the original estimate was 5.25% and this comes in at 5.7%

Grunig noted that previously the WAH had stated that the debt coverage ratio is over 2.0 and with the debt service reserve and hospital reserves the hospital could absorb several years of poor performance before any funds would need to be considered coming from the taxpayers. Peyerl said that is correct. Hagen added that the lender would likely be flexible as well if something came up as the bank is local.

Jones said he was glad to see the participation by local banks and thanked them for submitting proposals.

Nelson asked if the demolition of the medical clinic would be after the November 2nd bond closing. Peyerl said that they want to get going on the project this week if possible and the next item for Council consideration is the demolition.

**Council Member Quade introduced the Resolution No. 2023-47, entitled "RESOLUTION APPROVING THE ISSUANCE AND SALE OF HEALTH CARE FACILITIES GROSS REVENUE BONDS, SERIES 2023A, AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING THERETO". The Resolution was seconded by Grunig and on roll call vote: Aye: Grunig, Esplan and Quade. Nay: Benson and Nelson. Absent: None. Abstain: None. Resolution passed 3 – 2.**

Jones said the next item is consideration of the medical clinic at 2170 Hospital Drive as the funding was just approved for the new facility.

**Motion by Quade second by Grunig to approve the demolition of the medical clinic at 2170 Hospital Drive. Motion carried 4 – 1 (Benson).**

Nelson said he thinks the project is good for the community but would prefer this would have gone to a public vote as some are for it and others against.

Jones said the Council knew the demolition of the clinic was coming if the new Medical Office Building was approved. Council is elected to make decisions and by sending things to public votes could create an expectation and take away from Council decisions.

8. State Appropriation – DEED Grant Agreement and Windom Apts. Loan Documents:
Tiffany Lamb, EDA Director, said that the City has finally gotten the grant agreement from DEED for the State funds that were appropriated in May. The City had to apply for the funds and Council signed off on that application, which results in this grant agreement. The State had three parts to the funding which were $10 million for the workforce housing, $2 million for repayment of wastewater debt and $1 million for business assistance to Iowa Premium Pork for job creation.

The housing funds will be used to pay outstanding bills to contractors, including many local businesses, and to get the housing project completed. The remaining funds to the housing project will be in the form of permanent financing.

Wastewater funds will be provided to the City to repay Hylife's portion of the outstanding wastewater debt amounting to $2 million. These funds will come to the City and then be sent to the State's Public Facility Authority to be credited towards the City's loan.

The business recruitment\job creation funding is still be sorted out with Premium Iowa Pork and will need to comply with all business subsidy laws. Lamb added that there is no local match for any of the funds.

Jones thanked staff for all their work on getting this completed. It has been a long road and good to see it coming together.

Nasby said the City will be able to keep all proceeds repaid by Windom Apartments LLC for use within the community and that is a huge win for the City.

**Council Member Grunig introduced the Resolution No. 2023-48, entitled "RESOLUTION AUTHORIZING ACCEPTANCE OF SPECIAL APPROPRIATION AND APPROVING GRANT CONTRACT AGREEMENT". The Resolution was seconded by Nelson and on roll call vote: Aye: Quade, Benson, Grunig, Esplan and Nelson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

Lamb provided an overview of the loan documents for Windom Apartments LLC. She said the first portion of the funds would be used to repay debt, which is to cover contractor expenses up until July 5th. The rest of this portion would be used to finish construction and get tenants. Overall, the first portion of the funds totals $5.3 million. When this is completed, the second portion of the housing funds in the amount of $4.7 million would be used for permanent financing on the project and this is contingent on getting conditional occupancy certificates and an appraisal. Both pots of funds are in the form of low interest loans. The City has taken every available step to secure the State funds including a loan agreement, promissory notes, security agreement (negative equity pledge) and Corporate Guaranty from Headwaters Development which is their parent company. The City has a springing lien in the event of a default and will have a second mortgage on the property when it is completed. She noted that the Council is being asked to approve these loan documents contingent upon Windom Apartments LLC relinquishing the existing TIF that it previously had negotiated with the EDA amounting to more than $980,000. This will allow the property to immediately go on the tax rolls.

**Motion by Benson second by Quade to approve the Windom Apartments LLC loan documents contingent on an amendment to the existing Development Agreement to relinquish all TIF funds. Motion carried 5 – 0.**

Benson asked if any of the new units would be accessible? Lamb said that there are accessible units but she did not know how many.

Grunig said he appreciated how quickly Lamb got up to speed on all of these items. As soon as she started the bankruptcy was announced and work started on the State funds.

9. Resolution Accepting Donation – Judith Hintze - Library:
Jones thanked Judith Hintze for her donation to the Windom Library.

**Council Member Benson introduced the Resolution No. 2023-49, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM JUDITH HINTZE TO THE WINDOM LIBRARY". The Resolution was seconded by Esplan and on roll call vote: Aye: Esplan, Nelson, Quade, Benson and Grunig. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

10. Liquor Store Fundraiser – Transfer to Windom Fire Dept General Fund:
John Nelson said that the Molson\Coors fundraiser for the Windom Fire Department had wrapped up and a portion of the sales of Coors products was collected to help pay for equipment. Last year the number was around $150 and this year the amount totaled $607.50. He thanked the customers that purchased the product and Coors for the promotion.

**Motion by Benson second by Quade to approve the transfer of $607.50 from the Liquor Fund to the Windom Fire Dept General Fund. Motion carried 5 – 0.**

Benson thanked Nelson for doing the fundraiser for Windom Fire. Nelson said that the pallet raffle had also sold out all the tickets and the drawing will be October 14th. The winner can take a pallet of Coors beer or get a gift certificate

11. Resolutions Calling for Public Hearings:
Nasby said the action to call for public hearings is for the Miscellaneous Special Assessments and for the Small Cities Development Program grant close out. The SCDP hearing is October 17th and the Special Assessment hearing is November 7th.

**Council Member Grunig introduced the Resolution No. 2023-50, entitled "RESOLUTION DECLARING THE COSTS TO BE ASSESSED, ORDERING THE CITY ADMINISTRATOR TO PREPARE AN ASSESSMENT ROLL, AND CALLING FOR A PUBLIC HEARING FOR THE 2023 MISCELLANEOUS SPECIAL ASSESSMENTS". The Resolution was seconded by Nelson and on roll call vote: Aye: Quade, Esplan, Nelson, Grunig and Benson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

**Council Member Esplan introduced the Resolution No. 2023-51, entitled "RESOLUTION CALLING FOR A PUBLIC HEARING ON THE CLOSEOUT OF 2018-2022 SMALL CITIES DEVELOPMENT PROGRAM". The Resolution was seconded by Grunig and on roll call vote: Aye: Grunig, Esplan, Nelson, Quade and Benson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

12. Personnel:
Tim Snyder, Community Center Director, said that he would recommend hiring Rylie Raverty for on-call help at a rate of $12.50/hour.

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

Jones said the second item was added by the Council for action on hiring a Finance Director.

Nasby said the Personnel Committee reviewed applications and interviewed three candidates. The process took longer than anticipated due to vacations and other scheduling conflicts. The consensus of the Personnel Committee was to make an offer to Kim Armstrong. The memo and employment terms were handed out to the Council.

Quade said that Armstrong has the background, knowledge and had an excellent interview. Both she and Tom Riordan recommended the hire.

**Motion by Quade second by Benson to hire Kim Armstrong for the City's Finance Director position according to the employment terms proposed. Motion carried 5 – 0.**

Esplan asked if there were going to be any additional costs with two people in the position until Ulferts retires. Nasby said that there would be some overlap and the 2024 budget is sufficient to cover the anticipated salary.

13. Contractor Payments:
Ryan Anderson, Water\Wastewater Superintendent, said that pay request #1 from Hodgman Drainage Company has been recommended for payment of $183,422.20 and this is for all of the project less the retainage. The project is completed.

**Motion by Benson second by Nelson to approve Pay Request #1 for Hodgman Drainage Company in the amount of $183,422.20. Motion carried 5 – 0.**

Nasby said the next one is for Wilcon Construction Pay Request #4 for the Truck Garage project and included the two change orders the Council approved at the last meeting. The project is moving along and could be substantially complete by month end.

**Motion by Grunig second by Benson to approve Pay Request #4 for Wilcon Construction in the amount of $31,806.95. Motion carried 5 – 0.**

Nasby said the final request is for IES Commercial Inc. Pay Request #2 in the amount of $1,390,669.41. The project has gone along well with most of the work completed. The last section of line will include a railroad crossing that has been rescheduled to October 9th.

**Motion by Benson second by Grunig to approve Pay Request #2 for IES Commercial Inc. in the amount of $1,390,669.41. Motion carried 5 – 0.**

14. New Business:
Jones said that he is asking the Liquor Committee to discuss the sale of THC gummies at the municipal liquor store and to have a recommendation for the Council's next meeting.

15. Old Business:
    None.

16. Council Comments:
    Grunig thanked the Water and Electric Departments for the installation of the water hydrant at Lommen Park.

    Benson said the decision on the Windom Area Health Medical Office Building was a tough vote and now as the decision is made he asked that everyone come together and support it.

    Nasby said the City is working on a State grant for local road improvements and the County Board approved a resolution sponsoring the project today. The City Council will have an item for action coming up for its decision on applying for the grant which would be for 10th Street from the Highway to CSAH 13.

    Jones thanked the Council for their work and for making tough decisions.

17. Adjournment:
    **Mayor Jones adjourned the City Council meeting by unanimous consent at 7:44 p.m.**

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

Community Center Commission Minutes

Monday, October 9, 2023

1. Call to Order: President Linda Stuckenbroker called the meeting to order at 5:31 p.m.

2. Present:

| | |
|---|---|
| President: | Linda Stuckenbroker |
| CC Director: | Tim Snyder |
| Commission Members: | Mitch Voehl |
| | Lenny Thiner |
| | Jan Duscher |
| | Al Baloun- Absent |
| Commission Liaisons: | Scott Benson |
| | Jim Nelson |
| City Administrator: | Steve Nasby – Absent |

3. Approval of Minutes: **Minutes from September reviewed and approved. Motion made by Jan Duscher; seconded by Mitch Voehl.** Approved 3-0.

4. Director Report:

Financial

a. Strong bar revenue during events

Personnel

a. Part time employee has short term family issue with resolution soon
b. Bar staff temporarily reduced

5. Old Business:

a. Expanding ID check - Some state id's don't scan
b. New drink pricing enacted
c. Pig party update- Will be the Friday of Riverfest
   a. Fireworks display in process
   b. Contacting pork cooking participants
d. Reviewed needs for mechanical updates
e. Reviewed bid to start replacing original tables
   a. Choosing not to move forward due to price.

6. New Business:

a. Website currently down, discussed options, look into the cost of the city and cost of KUOO – No action taken
b. HVAC- discussed, no action taken
   a. Still waiting on insurance claim from May

b. Higher electric bill due to functioning units working hard

c. Discussed potentially bring Chuck Foreman in during the Vikings game on November 19, Contingent on game time

d. Hoping to resurrect Windom R&R early December

e. October 31, is the Terror Trail at the Community Center along with the ghostbuster car for ages under 12.

7. Commissioners Comments:

a. Clarify when rates changed; possibly increase the price of wedding package due to dumpster charges and amount of guests.

**Motion by Lenny Thiner, seconded by Jan Duscher, to adjourn meeting at 6:30 p.m. Motion approved 4-0**

Next Meeting: November 13, 2023

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
OCTOBER 9, 2023

1. Call to Order: The meeting was called to order by Vice President Wepplo at 12:00 p.m.

2. Roll Call & Guest Introductions:

   EDA Commissioners: Nancy Wepplo, Marv Grunig, and James Nelson.
   Absent: Ryan McNamara. (There is one vacancy on the Board.)
   Also Present: EDA Staff – Tiffany Lamb, EDA Director, and Admin. Asst. Mary Hensen; Kevin Stevens, Cottonwood County Liaison; and Mike Lohre (Citizen).

3. Approval of Minutes: September 11, 2023:

   **Motion by Commissioner Nelson, seconded by Commissioner Grunig, to approve the Minutes of the EDA Meeting held on September 11, 2023. Motion carried 3-0.**

4. Special Appropriation - Updates

   A. Grant Contract Agreement: Director Lamb reported that after submission of the Application and three additional revisions required by the Minnesota Department of Employment & Economic Development ("DEED"), City Staff did receive a Grant Contract Agreement from DEED encompassing the Special Appropriation of $13,000,000. This special appropriation was allocated as follows: $10,000,000 to facilitate completion of the Windom HyLife Affordable Housing Development; $2,000,000 for repayment of HyLife's portion of the loans the City received from the Public Facility Authority ("PFA") for the construction of the new wastewater facility; and $1,000,000 for expenses related to recruitment efforts for the former HyLife plant.

   At the October 3rd Meeting, the City Council adopted a Resolution accepting the Special Appropriation and approving the Grant Contract Agreement with DEED. The signed agreement was forwarded the next day to DEED to obtain the final signature.

   The housing portion of the Special Appropriation to facilitate completion of the Windom HyLife Affordable Housing Development was delineated as follows:

   $2,491,731.67 for debt repayment;
   $2,808,268.33 for construction costs incurred;
   $4,700,000.00 new loan from City to Housing Developer (Windom Apartments LLC);

   The amounts for debt repayment and construction costs constitute the "bridge loan" of $5,300,000. The new loan of $4,700,000 is classified as the "permanent financing". The loan of these funds to Windom Apartments LLC is not classified as a business subsidy pursuant to Minnesota Statutes.

   The initial $2,491,731.67 is to be used for the payment of outstanding subcontractor invoices including local subcontractors. The Apartment Developer has obtained a loan from its parent company (Headwaters Development LLC) and will make the payments to the subcontractors. These appropriation funds will then be used to repay that current debt. The $2,808,268.33 is to be used to complete the construction of the apartments.

   The process for disbursement of the funds is outlined as follows: After approval of the loan documents by the City Council and signatures on these loan documents by all parties, the Apartment Developer (Windom Apartments LLC) will be submitting an invoice (draw request) and evidence of payment of subcontractors (conditional lien waivers) to the City. Then the City will submit the required draw request form and supporting documents to DEED. Upon receipt of the funds from DEED, the City will loan the Apartment Developer the first distribution of the Bridge Loan. Thereafter, the Apartment

Developer will submit periodic draw requests (as work on the apartments progresses) together with requested supporting documentation to the City. The City will submit the required draw request form, etc. to DEED for payment. After receipt of the funds from DEED, the City will loan these funds to the Apartment Developer.

The loan of the permanent financing funds will be made after an appraisal of the property and the improvements to the property has been prepared.

PFA will be sending an invoice reflecting present day expense to the City concerning $2M of the loan obligations and this will also be processed through DEED.

The terms for the disbursement of the $1M are in the planning stage as this disbursement is to be used to assist with recruitment and job creation regarding the former HyLife plant. These funds are considered to be a business subsidy to Premium Iowa Pork. Pursuant to State statutes and regulations, the City does have a Business Subsidy Policy in place and will follow that procedure concerning these funds.

B. Loan Documents: Pursuant to negotiations between the City and Windom Apartments LLC, the following loan documents were prepared: Financial Assistance Plan Loan Agreement, Bridge Loan Promissory Note, Permanent Financing Promissory Note, Security Agreement, and a Guaranty by Headwaters Development LLC which is a managing member of Windom Apartments LLC. These documents were reviewed by City Staff, the City Attorney, and the City Council. On October 3rd, the City Council approved the loan documents contingent on an amendment to the existing Development Agreement (Contract) to relinquish all TIF funds. Director Lamb reported that all of these loan documents should be signed by the appropriate parties as of October 10th.

The City and Windom Apartments LLC previously entered into a Contract for Private Redevelopment concerning the construction of the workforce housing apartments on Windom Apartments LLC's property at 1925 North Redding Avenue. The parties have reached a verbal agreement whereby Windom Apartments LLC will relinquish the tax increment payments required in said Contract ($983,316) in exchange for the approval of these loans. The terms of this agreement will be set forth in an amendment of this Contract which will be presented to the City Council for review in the future. It is anticipated that a Resolution will be presented to the City Council on October 17th to formally terminate the City's TIF obligation under said Contract.

5. South Cottonwood Lake Subdivision - Updates

A. Platting: On September 12th, the Planning Commission held the required public hearing and reviewed and recommended approval of the Preliminary Plat for South Cottonwood Lake Subdivision submitted by DVK Diversified, LLC and Cemstone Concrete Materials, LLC (Property Owners). On September 19th, the City Council reviewed and approved the Preliminary Plat.

There have been numerous communications between Staff and the Developer (DVK) and the Engineer/Surveyor (DGR) concerning the preliminary and the final plats. During the review process, modifications were made to the plat to increase the width of the new street from 22 feet to 28 feet to comply with City Code, an agreement was reached to forego the initial plans to place rock on the shoulders of the road, and the existing easement for the production well area was converted into Outlot C on the plat and will be deeded to the City. Outlot A (former quarry) will be dedicated to the City as open space (and also for wellhead protection). Outlot B will be deeded to the EDA. Director Lamb advised that at this time, it appears that the current revision of the proposed Final Plat addresses all the questions raised by Staff. There was a brief discussion concerning the future walking trail on the existing road in the former quarry area. In response to a question, Director Lamb indicated that the small grants concerning the quarry had been fulfilled. The Final Plat is scheduled to come before the Planning Commission for review on October 10th and potential review by the City Council on October 17th.

B. Planned Unit Development: Also on September 12th, the Planning Commission held the public hearing on the conditional use permit (CUP) to allow a residential planned unit development (PUD) in the new subdivision and also on the general concept plan for the PUD. The Planning Commission recommended approval of both the CUP and the general concept plan. On September 19th, the City Council reviewed and approved both the CUP and the general concept plan for the PUD. [Note: The lots adjacent to Cottonwood Lake (riparian lots) will not be included in the PUD. The back lots, outlots, and the proposed lot for the new apartment building will be included in the PUD.]

The Development Stage Plan for the PUD is scheduled to come before the Planning Commission on October 10th and the City Council on October 17th. It is anticipated that the Final Plan for the PUD will include the engineer's infrastructure plans and proposed restrictive covenants for the PUD and will come before the Planning Commission and subsequently the City Council in November. The new apartment developer is working with DVK Diversified and DGR Engineering to finalize plans for the building site. In response to a question, Director Lamb indicated that the apartment developer believes that these new apartments will be in a different market group than the Windom Apartments.

C. Demolition Schedule: The Demolition Contractor (Voss Plumbing & Heating of Paynesville) has reiterated that it is still their plan to complete the demolition of the existing Cemstone concrete plant in October. However, crushing of all of the concrete may not be completed by that time.

6. New Business: Director Lamb reported that there may be a new application for a commercial rehab loan for review by the EDA Board at the November Meeting.

7. Unfinished Business

A. Staff Report: In response to a question from a Commissioner, Director Lamb advised that at the present time, Premium Iowa Pork (PIP) is visibly taking out some of the machinery from the plant that they do not plan to use or which needs replacing. Director Lamb reiterated that PIP plans to open the Windom plant in the future. However, they have not released their specific plans or timetable yet.

In response to another question from a Commissioner, Director Lamb reported that the Apartment Developer (Windom Apartments) has retained a property management firm for the new apartments. The Apartment Developer completed a pro forma concerning typical rents and anticipated occupancy and is optimistic concerning rental prospects for these new apartments upon their completion.

Director Lamb advised that two members of the Minnesota Senate Housing Committee, together with three Staff Members, visited Windom on September 26th. She gave a presentation on the housing need in Windom and included information highlighting population growth in the Cities in Cottonwood County and Jackson County over the last 20 years and continued growth. Emily Masters from Windom Area Health (WAH) gave a brief presentation on WAH's plans and the need for additional housing for their employees and new recruits. Galen Kauffman of Rebuilding Together Minnesota gave a brief presentation on their organization's efforts to improve existing homes. In addition, the City Administrators and EDA Directors from both Jackson and Mountain Lake were present to provide the attendees with information concerning the housing situation and challenges to improving existing housing and construction of new housing in their communities. A representative from AGCO was also present and provided an update on the housing situation for AGCO's employees. A short bus tour was arranged which provided the group with views of the Lakeside Apartments, the Cemstone site, a stop at the Windom Apartments to tour a two-bedroom unit and also a four-bedroom unit, and a stop at the Guardian Inn to tour an apartment. Director Lamb related a brief summary of some potential competitive programs for State housing dollars that are in the works on the State level.

In response to a question, Director Lamb reported that the expiration date for the DEED Redevelopment Grant is June 30, 2024. Pursuant to the Grant Agreement between DEED and the City, the former Cemstone plant site must be demolished, the infrastructure for the new subdivision must be installed, and 25 units of the apartment building must be completed by that time or the City will not receive those grant funds which are designated for payment of demolition costs.

8. Miscellaneous Information
A. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the August 2023 financial reports submitted by Van Binsbergen & Associates.

9. Adjourn: On consensus, Vice President Wepplo adjourned the meeting at 12:38 p.m.

Attest: ______________________________ ______________________________
Tiffany Lamb, EDA Director Nancy Wepplo, EDA Vice President

Windom Library Board Meeting
October 10, 2023 - 5:05PM

1. Call to order: The meeting was called to order by John Duscher

2. Roll call: Members present: Chris Wolf, Anita Winkel, John Duscher, Fran Swenson & Wade Pfeiffer
   Library Staff present: Kari Hanson
   City Council member present: none
   Members absent: Steve Fresk & Kari Scheitel

3. Agenda & Minutes: Approved by Anita Winkel & Seconded by Chris Wolf

4. Financial Report: Approved by Fran Swenson and Seconded by Wade Pfeiffer

5. Librarians Report:
   a. Sheryl Hanefeld started work and has been a very nice addition. It has been a smooth transition and she is really learning the library operations quickly.
   b. Preschool story time started October 10, 2023. Following story time, Nancy held a solar elipse presentation with lesson and stories regarding the partial eclipse which will take place on October 14, 2023. Library handed out free glasses to view the partial eclipse safely.
   c. Went back to allowing people to take permit testing to 3 days/week. Had increased testing in the beginning of the month, but staff decided to go back to original offering of 3 appointments on Monday, Tuesday and Thursday.
   d. 2 Chromebooks now available for checkout. Patrons with a good standing account for at least 2 months can check out a Chromebook for 1 week at a time
   e. Article in the newspaper about the audio kit and video kit created interest in the items available.

   Approved by Chris Wolf and Seconded by Fran Swenson

6. Old Business: No old business

7. New Business:

8. John recommended if anyone has any book suggestions to get them in.

Meeting adjourned by John Duscher @ 5:30PM
Submitted by Chris Wolf

**CITY OF WINDOM**
**PLANNING COMMISSION**
**MINUTES**
**OCTOBER 10, 2023**

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

2. <u>Roll Call & Guest Introductions</u>:

   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.

3. <u>Welcome New Commissioner - Tom Tegels</u>: Vice Chairman Baloun welcomed Tom Tegels as a new Commissioner on the Planning Commission.

4. <u>Oath of Office - Tom Tegels</u>: Tom Tegels took the Oath of Office.

5. <u>Approval of Minutes - September 12, 2023</u>:

   **Motion by Commissioner Pletcher, seconded by Commissioner Hartman, to approve the Planning Commission Minutes for the Meeting held on September 12, 2023, as sent. Motion carried 4-0-1. (Commissioner Tegels abstained.)**

6. <u>South Cottonwood Lake Subdivision</u>:

   A. <u>Final Plat</u>: 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. <u>Planned Unit Development – Development Stage</u>: 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.

6. Other Business/Reports: None.

7. Unfinished Business: Zoning Admin. Spielman reported that the City Council did approve the preliminary plat for South Cottonwood Lake Subdivision and the general concept stage for the PUD with no additional comments or recommendations.

   Zoning Admin. Spielman recapped that an adjoining property owner had spoken at the public hearing on September 12th concerning the proposed new Subdivision. Her concern was access to the driveway on the front side of her house. They had been driving on 490th Avenue and then further onto what will be Lot 11, Block 2 to access this driveway. They were concerned about access to this driveway if 490th Avenue was vacated or didn't continue north of the new street. It was determined that is a civil matter between DVK and the adjacent property owners. Zoning Admin. Spielman advised that since that time, the property owner contacted him for contact information for DVK and she then spoke with DVK directly. Zoning Admin. Spielman contacted the City Attorney and he indicated that this was a civil matter between DVK and the property owners. The City Attorney advised that the City is not liable and it did not affect the City's approval of the plat for the subdivision. The information that Zoning Admin. Spielman received from the parties was that they are working it out among themselves and DVK will probably draft a 12-foot private easement to extend to that driveway access. Because this would be a private easement, it will not show up on the plat.

Zoning Admin. Spielman recapped that in the Final Plat, the property owners (DVK and Cemstone) are dedicating 490th Avenue from 13th Street to the north right of way line of Cottonwood Lake Boulevard to the City in its current condition, current width, and with the 66-foot right of way. There are no plans to improve 490th Avenue. However, the City will be responsible for maintenance of this road. In the plat, the subdivision owners are dedicating a new 35' wide X 119' long access and utility easement across a portion of the east side of Lot 11, Block 2 for the benefit of Lakeview Subdivision (which is directly east of the new subdivision). The city limits end on the east side of the new subdivision which is also the east side of 490th Avenue right of way.

8. <u>New Business</u>: None.

9. <u>Planning Commission Comments, Concerns, Suggestions</u>: Commissioner Harrold verified the access for Bennett Trucking from 490th Avenue as shown on the aerial.

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

Attest: ______________________________ ______________________________

Andy Spielman, Zoning Administrator Jared Baloun, Vice Chairman

# LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

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

**Application Fee (non-refundable)**

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

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

## ORGANIZATION INFORMATION

Organization Name: Windom Youth Hockey Association
Previous Gambling Permit Number: X-00998-19-022

Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any: 41-1290460

Mailing Address: PO Box41

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

Name of Chief Executive Officer (CEO): Jerome Robillard

CEO Daytime Phone: 507-841-3966 CEO Email: robillard.jerome@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): Phat Pheasant

Physical Address (do not use P.O. box): 2370 Highway 60 E

Check one:

☑ City: Windom Zip: 56101 County: Cottonwood

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): Dec 13, 2023

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

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

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

# LG220 Application for Exempt Permit

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

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

- [x] 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: Windom

Signature of City Personnel:

Title: Administrator 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: Jerome Robillard Date: 09/24/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Jerome Robillard

## 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.

# 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)**

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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 Valley Chapter of MN Deer Hunters Assoc.
Previous Gambling Permit Number: X- -03906-23-015

Minnesota Tax ID Number, if any: 4326991
Federal Employer ID Number (FEIN), if any: 41-1390958

Mailing Address: 57610 370th Street

City: Mt. Lake State: MN Zip: 56159 County: Cottonwood

Name of Chief Executive Officer (CEO): Brian Bergling

CEO Daytime Phone: 507-221-0201 CEO Email: berglingbrian@yahoo.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): 2-17-24

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: Windom

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: B. B. Date: 10/8/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Brian Bergling

## 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.

Windom, MN

# Expense Approval Report
## By Fund

Payment Dates 9/30/2023 - 10/13/2023

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 100 - GENERAL** | | | | | |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Quarterly Purchasing Rebate | 100-36200 | -349.73 |
| | | | | | **-349.73** |
| **Activity: 41110 - Mayor & Council** | | | | | |
| FLAHERTY & HOOD, P.A. | 20019 | 10/04/2023 | MAYOR/COUNCIL-LEGAL | 100-41110-304 | 5,636.63 |
| SCHRAMEL LAW OFFICE | AUG 2023 | 10/03/2023 | ATTORNEY FEES/MAYOR | 100-41110-304 | 90.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-41110-326 | 24.46 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Zoom Meeting | 100-41110-326 | 17.09 |
| CITIZEN PUBLISHING CO | 20230930 | 10/06/2023 | Did you know Electric | 100-41110-350 | 240.75 |
| CITIZEN PUBLISHING CO | 20230930 | 10/06/2023 | Did you know Wastewater | 100-41110-350 | 240.75 |
| | | | **Activity 41110 - Mayor & Council Total:** | | **6,249.68** |
| **Activity: 41310 - Administration** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 100-41310-131 | 9.00 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 100-41310-217 | 108.84 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | 2023 CGMC Fall Conference | 100-41310-308 | 175.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-41310-321 | 70.46 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-41310-322 | 7.50 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-41310-322 | 3.00 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-41310-322 | 2.96 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-41310-322 | 0.38 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-41310-322 | 0.74 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-41310-326 | 282.12 |
| STEVE NASBY | 09-28-23 | 10/03/2023 | TRAVEL/MANKATO FINANCE C | 100-41310-331 | 86.46 |
| LEESA ARNDT | 10-2-23 - 10-04-23 | 10/09/2023 | TRAVEL | 100-41310-331 | 121.83 |
| LEESA ARNDT | 10-2-23 - 10-04-23 | 10/09/2023 | MEALS | 100-41310-334 | 30.61 |
| LEESA ARNDT | 10-2-23 - 10-04-23 | 10/09/2023 | LODGING | 100-41310-334 | 245.34 |
| CITIZEN PUBLISHING CO | 20230930 | 10/06/2023 | Finance Director | 100-41310-350 | 1,022.80 |
| | | | **Activity 41310 - Administration Total:** | | **2,167.04** |
| **Activity: 41910 - Building & Zoning** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 100-41910-131 | 1.80 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 100-41910-212 | 118.99 |
| SCHRAMEL LAW OFFICE | AUG 2023 | 10/03/2023 | ATTORNEY FEES/P&Z | 100-41910-304 | 150.00 |
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 100-41910-321 | 41.20 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-41910-321 | 57.41 |
| CITIZEN PUBLISHING CO | 20230930 | 10/06/2023 | Building & Zoning Fall Home I | 100-41910-350 | 251.50 |
| | | | **Activity 41910 - Building & Zoning Total:** | | **620.90** |
| **Activity: 41940 - City Hall** | | | | | |
| COLE PAPERS INC. | 10327478 | 09/28/2023 | CITY OFFICE/SUPPLIES | 100-41940-211 | 192.92 |
| COLE PAPERS INC. | 27563 | 09/28/2023 | CITY OFFICE/SUPPLIES | 100-41940-211 | -80.69 |
| COLE PAPERS INC. | 27838 | 09/28/2023 | CITY OFFICE/SUPPLIES | 100-41940-211 | -92.96 |
| CHERYL ULFERTS | 9-22-23 | 09/28/2023 | CITY SUPPLIES | 100-41940-211 | 75.53 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-41940-211 | 5.97 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-41940-381 | 422.62 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-41940-382 | 58.53 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 100-41940-383 | 59.77 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-41940-385 | 123.84 |
| SANDRA HERDER | SEPT 2023 | 10/03/2023 | CLEANING/CITY HALL | 100-41940-406 | 276.00 |
| MELISSA PENAS | SEPT 2032 | 10/03/2023 | CLEANING/CITY HALL | 100-41940-406 | 276.00 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | City Hall maint utilities | 100-41940-409 | 1,821.75 |
| | | | **Activity 41940 - City Hall Total:** | | **3,139.28** |
| **Activity: 42120 - Crime Control** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 100-42120-131 | 18.00 |
| AMAZON CAPITAL SERVICES, I | 1KDQ-C9YG-K9PL | 09/28/2023 | POLICE/SUPPLIES | 100-42120-200 | 410.84 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 100-42120-212 | -39.04 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 100-42120-212 | 1,781.66 |
| AMAZON CAPITAL SERVICES, I | 1TYG-VM1M-HGQF | 09/28/2023 | POLICE/UNIFORMS | 100-42120-218 | 276.50 |
| STREICHER'S, INC | I1649581 | 09/28/2023 | POLICE/UNIFORMS | 100-42120-218 | 1,568.97 |
| STREICHER'S, INC | I1655560 | 09/28/2023 | POLICE/UNIFORMS | 100-42120-218 | 199.98 |
| STREICHER'S, INC | I1657474 | 10/10/2023 | POLLICE/UNIFORMS | 100-42120-218 | 511.96 |
| MN BUREAU OF CRIMINAL AP | 31413 | 09/28/2023 | POLICE/TRAINING & REGISTR | 100-42120-308 | 75.00 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Glock Professional Inc.- Traini | 100-42120-308 | 990.00 |
| AT & T MOBILITY | 287293102788X10032023 | 10/10/2023 | POLICE/TELEPHONE | 100-42120-321 | 680.61 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-42120-321 | 32.56 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-42120-322 | 1.35 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-42120-322 | 5.50 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-42120-322 | 5.50 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-42120-322 | 5.50 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-42120-322 | 6.25 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-42120-322 | 6.25 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-42120-322 | 1.83 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 100-42120-322 | 1.59 |
| LEASE FINANCE PARTNERS | 09-20-23 | 09/28/2023 | POLICE/DATA PROCESSING | 100-42120-326 | 398.00 |
| DONNA MARCY | 9-28-23 | 10/03/2023 | MEAL/MEETING WITH DVHHS | 100-42120-334 | 12.28 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Easy ID Card | 100-42120-350 | 35.00 |
| PAUL MARSH | 28965 | 09/28/2023 | POLICE/MAINTENANCE - VEHI | 100-42120-405 | 642.44 |
| COTTONWOOD CO AUD/TREA | OCT RENT 2023 | 09/15/2023 | RENT | 100-42120-412 | 2,050.00 |
| ENTERPRISE FM TRUST | FBN4860947 10-4-23 | 10/10/2023 | POLICE/VEHICLE LEASE | 100-42120-419 | 791.78 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Police other maint | 100-42120-480 | 15.98 |
| | | | | **Activity 42120 - Crime Control Total:** | **10,486.29** |
| **Activity: 42220 - Fire Fighting** | | | | | |
| RUNNINGS SUPPLY, INC | RUNNINGS SEPT. 2023 | 10/04/2023 | FIRE | 100-42220-200 | 7.47 |
| ARAMARK | 2560171084 | 09/14/2023 | FIRE/SUPPLIES | 100-42220-211 | 59.18 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 100-42220-212 | 402.81 |
| RUNNINGS SUPPLY, INC | RUNNINGS SEPT. 2023 | 10/04/2023 | Fire | 100-42220-215 | 27.92 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon- Keychains and keych | 100-42220-215 | 18.98 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon- Windstorm Safety W | 100-42220-215 | 224.75 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 100-42220-217 | 63.49 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | MFSCB Bulk Recertification | 100-42220-308 | 26.25 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-42220-321 | 42.68 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-42220-381 | 408.14 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-42220-382 | 15.32 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 100-42220-383 | 280.90 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-42220-385 | 35.59 |
| HEIMAN FIRE EQUIP. CO | 0924958-IN | 09/26/2023 | FIRE/MAINTENANCE - OFFICE | 100-42220-404 | 379.01 |
| ALEX AIR APPARATUS 2 LLC | INV-48497 | 09/26/2023 | FIRE/MAINTENANCE - OFFICE | 100-42220-404 | 754.00 |
| RUNNINGS SUPPLY, INC | RUNNINGS SEPT. 2023 | 10/04/2023 | Fire | 100-42220-404 | 33.48 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Heiman Fire Equip- Hydrant/S | 100-42220-404 | 65.90 |
| FORTUNE TRANSPORTATION | WIN-00023894 | 09/28/2023 | FIRE/MAINTENANCE - VEHICL | 100-42220-405 | 74.41 |
| WINDOM FIRE RELIEF ASSOC. | 9-29-23 | 10/04/2023 | STATE AID PAYMENT | 100-42220-491 | 50,617.75 |
| WINDOM FIRE RELIEF ASSOC. | 9-29-23 | 10/04/2023 | STATE AID PAYMENT SUPPLE | 100-42220-491 | 9,204.49 |
| | | | | **Activity 42220 - Fire Fighting Total:** | **62,742.52** |
| **Activity: 42500 - Civil Defense** | | | | | |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-42500-381 | 33.01 |
| | | | | **Activity 42500 - Civil Defense Total:** | **33.01** |
| **Activity: 43100 - Streets** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 100-43100-131 | 7.20 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 100-43100-212 | 725.85 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 100-43100-212 | -28.41 |
| MN MUNICIPAL UTILITIES ASS | 62397 | 10/05/2023 | SAFETY MANAGEMENT | 100-43100-217 | 175.00 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 100-43100-217 | 63.49 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-43100-217 | 70.00 |
| LOCATORS & SUPPLIES, INC | 0309847-IN | 09/21/2023 | STREET/UNIFORMS | 100-43100-218 | 408.65 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 100-43100-321 | 42.01 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-43100-321 | 20.55 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-43100-381 | 247.41 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-43100-381 | 1,640.52 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-43100-382 | 19.26 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 100-43100-383 | 60.76 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-43100-385 | 40.48 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Street services | 100-43100-401 | 15.98 |
| WINDOM FARM SERVICE | 192512 | 10/09/2023 | STREET/MAINTENANCE - OFFI | 100-43100-404 | 27.73 |
| WINDOM AUTO VALU | 3400540 9-25-2023 | 10/10/2023 | MAINTENANCE | 100-43100-405 | 7.78 |
| | | | | **Activity 43100 - Streets Total:** | **3,544.26** |
| **Activity: 45120 - Recreation** | | | | | |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 100-45120-217 | 13.60 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Playpass Business | 100-45120-217 | 9.50 |
| | | | | **Activity 45120 - Recreation Total:** | **23.10** |
| **Activity: 45202 - Park Areas** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 100-45202-131 | 1.80 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | park | 100-45202-200 | 13.98 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 100-45202-212 | 570.39 |
| MN MUNICIPAL UTILITIES ASS | 62397 | 10/05/2023 | SAFETY MANAGEMENT | 100-45202-217 | 35.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-45202-326 | 266.67 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-45202-381 | 661.10 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-45202-382 | 1,313.27 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 100-45202-385 | 206.03 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | park maint structure | 100-45202-402 | 126.10 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | park maint structure | 100-45202-402 | 40.98 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | park maint structure | 100-45202-402 | 251.98 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | park maint structure | 100-45202-402 | 20.97 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Park main structure | 100-45202-402 | 62.13 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Park main structure | 100-45202-402 | 7.59 |
| WINDOM AUTO VALU | 3400540 9-25-2023 | 10/10/2023 | MAINTENANCE | 100-45202-404 | 680.81 |
| WINDOM AUTO VALU | 3400540 9-25-2023 | 10/10/2023 | MAINTENANCE | 100-45202-404 | 6.44 |
| KRIS ENGINEERING, INC | 38830 | 09/21/2023 | STREET/MAINTENANCE - OFFI | 100-45202-404 | 1,930.55 |
| WINDOM AUTO VALU | 3400540 9-25-2023 | 10/10/2023 | MAINTENANCE | 100-45202-405 | 8.63 |
| RUNNINGS SUPPLY, INC | RUNNINGS SEPT. 2023 | 10/04/2023 | Parks | 100-45202-405 | 13.99 |
| COTTONWOOD CO SOLID WA | 5186 10-01-2023 | 10/05/2023 | STREET/MAINTENANCE - GRO | 100-45202-406 | 10.00 |
| COTTONWOOD CO SOLID WA | 5186 10-01-2023 | 10/05/2023 | STREET/MAINTENANCE - GRO | 100-45202-406 | 10.00 |
| BEDFORD TECHNOLOGY LLC | 75073 | 09/27/2023 | STREET/BENCH WRA | 100-45202-406 | 130.00 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Park maint grounds gripper pl | 100-45202-406 | 12.99 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 100-45202-460 | 118.00 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 100-45202-460 | 117.00 |
| | | | | **Activity 45202 - Park Areas Total:** | **6,616.40** |
| | | | | **Fund 100 - GENERAL Total:** | **95,272.75** |
| **Fund: 211 - LIBRARY** | | | | | |
| **Activity: 45501 - Library** | | | | | |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | library | 211-45501-200 | 16.36 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | library | 211-45501-200 | 0.25 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Library ofice supplies | 211-45501-211 | 35.94 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 211-45501-217 | 63.49 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 211-45501-321 | 164.58 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 211-45501-326 | 70.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 211-45501-381 | 242.56 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 211-45501-382 | 19.24 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 211-45501-383 | 59.77 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 211-45501-385 | 40.42 |
| ARAMARK | 2560173337 | 09/15/2023 | LIBRARY/MAINTENANCE - STR | 211-45501-402 | 32.20 |
| ARAMARK | 2560179559 | 09/28/2023 | LIBRARY/MAINTENANCE - STR | 211-45501-402 | 32.20 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Library maint structure | 211-45501-402 | 112.49 |
| SANDRA HERDER | SEPT 2023 | 10/03/2023 | CLEANING/LIBRARY | 211-45501-402 | 276.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| MELISSA PENAS | SEPT 2032 | 10/03/2023 | CLEANING/LIBRARY | 211-45501-402 | 276.00 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Wave jk | 211-45501-402 | 40.00 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | family handyman | 211-45501-433 | 22.98 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Real Simple Magazine | 211-45501-433 | 42.95 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Prevention Magazine | 211-45501-433 | 35.00 |
| INGRAM INDUSTRIES | 10-01-2023 | 10/09/2023 | LIBRARY/BOOKS/PAMPHLETS | 211-45501-435 | 1,126.94 |
| MICROMARKETING, LLC | 933794 | 10/03/2023 | LIBRARY/BOOKS/PAMPHLETS | 211-45501-435 | 38.24 |
| MICROMARKETING, LLC | 934270 | 10/03/2023 | LIBRARY/BOOKS/PAMPHLETS | 211-45501-435 | 29.74 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon | 211-45501-435 | 30.62 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon-Credit | 211-45501-435 | -50.06 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon | 211-45501-435 | 18.03 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon | 211-45501-435 | 19.96 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon | 211-45501-435 | 111.37 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon-Credit | 211-45501-435 | -19.96 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Amazon | 211-45501-435 | 37.92 |
| | | | | **Activity 45501 - Library Total:** | **2,925.23** |
| | | | | **Fund 211 - LIBRARY Total:** | **2,925.23** |
| **Fund: 225 - AIRPORT** | | | | | |
| **Activity: 45127 - Airport** | | | | | |
| RED ROCK RURAL WATER | 10-1-2023 READING | 10/05/2023 | AIRPORT | 225-45127-200 | 2.00 |
| RED ROCK RURAL WATER | 10-1-2023 READING | 10/05/2023 | AIRPORT | 225-45127-200 | 27.00 |
| ELECTRIC FUND | 9-1-23 - 9-30-23 | 10/03/2023 | AIRPORT/MOWING FUEL | 225-45127-212 | 40.80 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Tier 2 - EPCRA Payment | 225-45127-217 | 25.54 |
| BEST OIL COMPANY | 81998 | 10/03/2023 | AIRPORT/AVGAS | 225-45127-264 | 14,676.55 |
| SOUTH CENTRAL ELECTRIC | 08-01-23 -08-31-23 | 10/06/2023 | ELECTRIC | 225-45127-381 | 293.00 |
| SOUTH CENTRAL ELECTRIC | 08-01-23 -08-31-23 | 10/06/2023 | ELECTRIC | 225-45127-381 | 180.54 |
| ELECTRIC FUND | INV01833 | 10/03/2023 | AIRPORT/INVENTORY | 225-45127-402 | 413.79 |
| AM TRANSMISSION REPAIR O | 1406 | 10/10/2023 | AIRPORT/MAINTENANCE - M | 225-45127-404 | 412.77 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 225-45127-460 | 114.00 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 225-45127-460 | 782.37 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 225-45127-462 | 393.73 |
| | | | | **Activity 45127 - Airport Total:** | **17,362.09** |
| | | | | **Fund 225 - AIRPORT Total:** | **17,362.09** |
| **Fund: 230 - POOL** | | | | | |
| **Activity: 45124 - Pool** | | | | | |
| HAWKINS, INC | 6578953 | 10/09/2023 | SWIMMING POOL/CHEMICAL | 230-45124-216 | 20.00 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 230-45124-217 | 13.60 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 230-45124-217 | 85.82 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 230-45124-321 | -53.67 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 230-45124-381 | 35.11 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 230-45124-382 | 18.20 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 230-45124-383 | 492.96 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 230-45124-385 | 48.68 |
| | | | | **Activity 45124 - Pool Total:** | **660.70** |
| | | | | **Fund 230 - POOL Total:** | **660.70** |
| **Fund: 235 - AMBULANCE** | | | | | |
| MBS - MULTI-BANK SECURITIE | 172663 | 10/10/2023 | INVESTMENTS | 235-10400 | 248,000.00 |
| | | | | | **248,000.00** |
| **Activity: 42153 - Ambulance** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 235-42153-131 | 1.80 |
| AMAZON CAPITAL SERVICES, I | 13X3-6MPN-HPT4-C | 09/25/2023 | AMBO/SUPPLIES | 235-42153-200 | -25.70 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 235-42153-212 | 2,134.60 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 235-42153-212 | -46.78 |
| ESPENSON GROUP LLC | 1532 | 10/03/2023 | AMBO/OPERATING SUPPLIES | 235-42153-217 | 260.00 |
| AMAZON CAPITAL SERVICES, I | 1DTY-VFPV-7C39 | 09/14/2023 | AMBO/OPERATING SUPPLIES | 235-42153-217 | 91.54 |
| ARAMARK | 2560171084 | 09/14/2023 | AMBO/SUPPLIES | 235-42153-217 | 59.17 |
| BOUND TREE MEDICAL, LLC | 85101067 | 10/10/2023 | AMBO/OPERATING SUPPLIES | 235-42153-217 | 294.82 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 235-42153-217 | 63.49 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | DuraPro Health Dental Planet | 235-42153-217 | 191.69 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Supply My Lab | 235-42153-217 | 202.47 |
| WINDOM AREA HEALTH | 734-0024-09-2023-0024 | 10/10/2023 | AMBO/MEDICATION | 235-42153-261 | 190.90 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | AED Superstore | 235-42153-261 | 168.00 |
| WINDOM AREA HEALTH | 734-0024-09-2023-0024 | 10/10/2023 | AMBO/NURSING | 235-42153-312 | 4,049.18 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 235-42153-321 | 28.46 |
| EXPERT BILLING LLC | 11765 | 09/26/2023 | AMBO/DATA PROCESSING | 235-42153-326 | 2,146.00 |
| CYNDI HANSEN | 9-7-23 | 10/03/2023 | TRAINING RAILROAD/MILEAG | 235-42153-331 | 24.63 |
| DONNA MARCY | 9-20-23 - 9-23-23 | 10/03/2023 | AMBO/MEALS | 235-42153-334 | 98.10 |
| KIM POWERS | 9-23-23 - 9-27-23 | 10/03/2023 | AMBO/MEALS | 235-42153-334 | 95.63 |
| KRISTEN PORATH | 9-25-23 | 10/03/2023 | AMBO/MEALS | 235-42153-334 | 21.46 |
| MEGAN BRAMSTEDT | 9-29-23 | 10/03/2023 | AMBO/MEALS | 235-42153-334 | 43.56 |
| JENNA VACHUSKA | 9-29-23 - 9-30-23 | 10/03/2023 | AMBO/MEALS | 235-42153-334 | 77.57 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 235-42153-381 | 272.09 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 235-42153-382 | 10.21 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 235-42153-383 | 187.26 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 235-42153-385 | 23.73 |
| HIGLEY FORD | 07335 | 10/10/2023 | AMBO/UNIT 29 | 235-42153-405 | 366.37 |
| PAUL MARSH | 29092 | 10/10/2023 | AMBO/UNIT 30 | 235-42153-405 | 76.98 |
| MN REVENUE | 8026129 10-8-23 | 10/09/2023 | MN CARE TAX | 235-42153-460 | 1,700.00 |
| | | | | **Activity 42153 - Ambulance Total:** | **12,807.23** |
| | | | | **Fund 235 - AMBULANCE Total:** | **260,807.23** |
| **Fund: 250 - EDA GENERAL** | | | | | |
| **Activity: 46520 - EDA** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 250-46520-131 | 1.80 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Adobe | 250-46520-200 | 21.36 |
| SCHRAMEL LAW OFFICE | AUG 2023 | 10/03/2023 | ATTORNEY FEES/EDA | 250-46520-304 | 1,515.00 |
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 250-46520-321 | 41.20 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 250-46520-321 | 57.41 |
| CITIZEN PUBLISHING CO | 20230930 | 10/06/2023 | EDA Fall Home Impr | 250-46520-340 | 251.50 |
| FEDERATED RURAL ELECTRIC | 112954 09-30-23 | 10/09/2023 | EDA/112954 GAS | 250-46520-381 | 29.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 250-46520-381 | 50.93 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 250-46520-462 | 378.73 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 250-46520-462 | 470.96 |
| COTTONWOOD CO RECORDE | P32316 A 297605 | 10/05/2023 | RECORDING FEE/CHRISTINE E | 250-46520-480 | 46.00 |
| | | | | **Activity 46520 - EDA Total:** | **2,863.89** |
| | | | | **Fund 250 - EDA GENERAL Total:** | **2,863.89** |
| **Fund: 254 - NORTH IND PARK** | | | | | |
| **Activity: 46520 - EDA** | | | | | |
| SOUTH CENTRAL ELECTRIC | 08-01-23 -08-31-23 | 10/06/2023 | ELECTRIC | 254-46520-381 | 122.85 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 254-46520-462 | 443.27 |
| | | | | **Activity 46520 - EDA Total:** | **566.12** |
| | | | | **Fund 254 - NORTH IND PARK Total:** | **566.12** |
| **Fund: 274 - TIF 1-19 NWIP II** | | | | | |
| **Activity: 46530 - TIF Districts** | | | | | |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 274-46530-462 | 1,749.00 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 274-46530-462 | 417.04 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 274-46530-462 | 76.00 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 274-46530-462 | 67.00 |
| | | | | **Activity 46530 - TIF Districts Total:** | **2,309.04** |
| | | | | **Fund 274 - TIF 1-19 NWIP II Total:** | **2,309.04** |
| **Fund: 308 - 2020 STREET PROJECT** | | | | | |
| **Activity: 41000 - General Government** | | | | | |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 308-41000-480 | 2,002.37 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 308-41000-480 | 107.07 |
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 308-41000-480 | 114.90 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| COTTONWOOD CO AUD/TREA | OCT 2023 TAX | 10/05/2023 | OCT 2023 PROPERTY TAX PAY | 308-41000-480 | 83.57 |
| | | | **Activity 41000 - General Government Total:** | | **2,307.91** |
| | | | **Fund 308 - 2020 STREET PROJECT Total:** | | **2,307.91** |
| **Fund: 401 - GENERAL CAPITAL PROJECTS** | | | | | |
| **Activity: 49950 - Capital Outlay** | | | | | |
| MUNICIPAL EMERGENCY SER | IN1943819 | 10/05/2023 | FIRE/TURN-OUT GEAR/USDA | 401-49950-502 | 678.00 |
| | | | **Activity 49950 - Capital Outlay Total:** | | **678.00** |
| | | | **Fund 401 - GENERAL CAPITAL PROJECTS Total:** | | **678.00** |
| **Fund: 601 - WATER** | | | | | |
| **Activity: 49400 - Water** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 601-49400-131 | 5.40 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 601-49400-212 | 234.77 |
| HAWKINS, INC | 6573329 | 09/14/2023 | WATER/CHEMICALS | 601-49400-216 | 6,270.53 |
| MN MUNICIPAL UTILITIES ASS | 62397 | 10/05/2023 | SAFETY MANAGEMENT | 601-49400-217 | 70.00 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 601-49400-217 | 63.49 |
| RED ROCK RURAL WATER | SEP 1 2023 READING | 10/05/2023 | WATER 104328 JOHNSON AU | 601-49400-217 | 41.00 |
| SCHRAMEL LAW OFFICE | AUG 2023 | 10/03/2023 | ATTORNEY FEES/W/WW | 601-49400-304 | 255.00 |
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 601-49400-321 | 91.21 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 601-49400-321 | 51.10 |
| SECR REV FUND/CITY OF WD | OCT 2023 | 10/05/2023 | PETTY CASH | 601-49400-322 | 5.50 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 601-49400-326 | 70.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 601-49400-381 | 4,708.60 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 601-49400-382 | 18.40 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 601-49400-383 | 34.45 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 601-49400-383 | 532.45 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 601-49400-385 | 37.73 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 601-49400-386 | 1,106.15 |
| UNITED SYSTEMS & SOFTWAR | 101520 | 10/09/2023 | WATER/MAINTENANCE - DIST | 601-49400-408 | 1,237.69 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Water maint distribution | 601-49400-408 | 235.55 |
| ADVANTAGE COLLECTION PR | 379631001 | 10/05/2023 | UNCOLLECTIBLE | 601-49400-432 | 6.29 |
| MN DEPT OF HEALTH | 07-01-2023 - 09-30-2023 | 10/09/2023 | WATER SURCHARGES Q3 | 601-49400-443 | 5,142.00 |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 601-49400-480 | 1.80 |
| SW/WC SERVICE COOPERATIV | OCT- 2023 | 10/03/2023 | HEALTH INSURANCE | 601-49400-480 | 862.98 |
| | | | **Activity 49400 - Water Total:** | | **21,082.09** |
| | | | **Fund 601 - WATER Total:** | | **21,082.09** |
| **Fund: 602 - SEWER** | | | | | |
| DGR ENGINEERING | 00262766 | 10/03/2023 | SEWER/ROLLING GREEN CIP | 602-16300 | 1,581.00 |
| HODGMAN DRAINAGE COMP | Payment #1 | 10/04/2023 | 372014/DES MOINES RIVER C | 602-16300 | 183,422.20 |
| | | | | | **185,003.20** |
| **Activity: 49450 - Sewer** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 602-49450-131 | 1.80 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 602-49450-212 | 152.14 |
| HAWKINS, INC | 6579264 | 09/21/2023 | SEWER/CHEMICALS | 602-49450-216 | 70.00 |
| HAWKINS, INC | 6589391 | 09/28/2023 | SEWER/CHEMICALS | 602-49450-216 | 446.35 |
| MN MUNICIPAL UTILITIES ASS | 62397 | 10/05/2023 | SAFETY MANAGEMENT | 602-49450-217 | 105.00 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 602-49450-217 | 63.49 |
| MN ENVIRONMENTAL SCIENC | 2023-2024 MEMBERSHIP | 10/09/2023 | SEWER/CONSULTING & AUDIT | 602-49450-301 | 2,070.00 |
| MN VALLEY TESTING | 1217046 | 09/21/2023 | SEWER/LAB TESTING | 602-49450-310 | 167.97 |
| MN VALLEY TESTING | 1217048 | 09/21/2023 | SEWER/LAB TESTING | 602-49450-310 | 153.89 |
| MN VALLEY TESTING | 1217049 | 09/21/2023 | SEWER/LAB TESTING | 602-49450-310 | 175.01 |
| MN VALLEY TESTING | 1217251 | 09/21/2023 | SEWER/LAB TESTING | 602-49450-310 | 288.53 |
| MN VALLEY TESTING | 1217698 | 09/25/2023 | SEWER/LAB TESTING | 602-49450-310 | 200.86 |
| MN VALLEY TESTING | 1218003 | 09/25/2023 | SEWER/LAB TESTING | 602-49450-310 | 130.46 |
| MN VALLEY TESTING | 1218163 | 09/25/2023 | SEWER/LAB TESTING | 602-49450-310 | 324.06 |
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 602-49450-321 | 121.22 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 602-49450-321 | 176.32 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 602-49450-326 | 70.00 |
| SOUTH CENTRAL ELECTRIC | 08-01-23 -08-31-23 | 10/06/2023 | ELECTRIC | 602-49450-381 | 103.48 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 602-49450-381 | 8,051.79 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 602-49450-382 | 155.63 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 602-49450-383 | 28.02 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 602-49450-383 | 31.06 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 602-49450-383 | 66.10 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 602-49450-383 | 37.06 |
| AMAZON CAPITAL SERVICES, I | 11X7-F9X6-C669 | 09/21/2023 | SEWER/MAINTENANCE - OFFI | 602-49450-404 | 121.40 |
| WINDOM AUTO VALU | 3400540 9-25-2023 | 10/10/2023 | MAINTENANCE | 602-49450-405 | 60.59 |
| WINDOM AUTO VALU | 3400540 9-25-2023 | 10/10/2023 | MAINTENANCE | 602-49450-405 | 33.60 |
| QUALITY FLOW SYSTEMS, INC. | 45591 | 09/26/2023 | SEWER/MAINTENANCE - DIST | 602-49450-408 | 652.75 |
| ADVANTAGE COLLECTION PR | 379631001 | 10/05/2023 | UNCOLLECTIBLE | 602-49450-432 | 12.48 |
| | | | | **Activity 49450 - Sewer Total:** | **14,071.06** |
| | | | | **Fund 602 - SEWER Total:** | **199,074.26** |
| **Fund: 604 - ELECTRIC** | | | | | |
| ELECTRIC FUND | # 478 RETURN | 10/03/2023 | EL/1105 1ST AVE NORTH | 604-14200 | 351.53 |
| ELECTRIC FUND | # 479 RETURN | 09/28/2023 | EL/1105 1ST AVE N | 604-14200 | 46.49 |
| ELECTRIC FUND | # 482 RETURN | 10/05/2023 | EL/1105 1ST AVE NORTH | 604-14200 | 78.64 |
| ELECTRIC FUND | # 483 RETURN | 10/05/2023 | EL/INVENTORY | 604-14200 | 334.95 |
| ELECTRIC FUND | # 485 RETURN | 10/06/2023 | EL/1105 1ST AVE NORTH | 604-14200 | 61.84 |
| WESCO DISTRIBUTION, INC | 278016 | 10/10/2023 | EL/INVENTORY | 604-14200 | 235.22 |
| BORDER STATES | 926988448 | 09/14/2023 | EL/INVENTORY | 604-14200 | 186.84 |
| BORDER STATES | 927041053 | 09/21/2023 | EL/INVENTORY | 604-14200 | 115.09 |
| BORDER STATES | 927075824 | 10/05/2023 | EL/INVENTORY | 604-14200 | 814.08 |
| BORDER STATES | 927085693 | 10/05/2023 | EL/INVENTORY | 604-14200 | 80.58 |
| IRBY ELECTRICAL DISTRIBUTO | S013693022.002 | 09/26/2023 | EL/INVENTORY | 604-14200 | 1,056.00 |
| DAKOTA SUPPLY GROUP | S102904870.001 | 09/21/2023 | EL/INVENTORY | 604-14200 | 120.25 |
| DAKOTA SUPPLY GROUP | S103026171.002 | 09/25/2023 | EL/INVENTORY | 604-14200 | 154.50 |
| DAKOTA SUPPLY GROUP | S103062110.001 | 09/25/2023 | EL/INVENTORY | 604-14200 | -205.08 |
| DAKOTA SUPPLY GROUP | S103103979.001 | 10/05/2023 | EL/INVENTORY | 604-14200 | 880.53 |
| DGR ENGINEERING | 00263016 | 09/28/2023 | EL/BUILDINGS | 604-16200 | 8,729.42 |
| DGR ENGINEERING | 00263173 | 09/28/2023 | EL/FUEL TANK PROJECT | 604-16200 | 1,205.00 |
| WILCON CONSTRUCTION SER | PAYMENT # 4 | 10/04/2023 | 08-31-23 - 09-20-23/EL TRUC | 604-16200 | 31,806.95 |
| ELECTRIC FUND | # 807 | 10/03/2023 | EL/EAST HILL | 604-16300 | 1,905.64 |
| ELECTRIC FUND | # 809 | 10/03/2023 | EL/EAST HILL | 604-16300 | 0.82 |
| ELECTRIC FUND | # 812 | 10/03/2023 | EL/EAST HILL | 604-16300 | 246.59 |
| ELECTRIC FUND | # 814 | 10/06/2023 | EL/EAST HILL | 604-16300 | 1,993.92 |
| ELECTRIC FUND | # 815 | 10/06/2023 | EL/EAST HILL | 604-16300 | 17.08 |
| ELECTRIC FUND | # 816 | 10/06/2023 | EL/EAST HILL | 604-16300 | 469.07 |
| ELECTRIC FUND | # 818 | 10/10/2023 | EL/EAST HILL | 604-16300 | 175.04 |
| ELECTRIC FUND | 9-18-23 - 10-1-23 | 10/03/2023 | EL/EAST HILL | 604-16300 | 15,769.17 |
| DGR ENGINEERING | 00263014 | 09/28/2023 | EL/TRANSMIISION PROJECT | 604-16480 | 4,484.00 |
| DGR ENGINEERING | 00263015 | 09/28/2023 | EL/GENERATION BUILDING | 604-16480 | 47,887.91 |
| MN DEPT OF LABOR & INDUS | GEN PLANT | 10/10/2023 | GEN PLANT-PLUMBING PLAN | 604-16480 | 670.00 |
| IES COMMERCIAL, INC. | PAYMENT # 2 | 10/04/2023 | 07-24-23/08-31-23/TRANSMI | 604-16480 | 1,390,669.41 |
| | | | | | **1,510,341.48** |
| **Activity: 49550 - Electric** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 604-49550-131 | 9.00 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Electric office supplies | 604-49550-200 | 8.59 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Electric office supplies | 604-49550-200 | 20.57 |
| AMAZON CAPITAL SERVICES, I | 1R6J-WV7P-647C | 09/14/2023 | EL/CLEANING/SUPPLIES | 604-49550-211 | 187.53 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 604-49550-212 | 937.66 |
| MN MUNICIPAL UTILITIES ASS | 62397 | 10/05/2023 | SAFETY MANAGEMENT | 604-49550-217 | 175.00 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 604-49550-217 | 63.49 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Home Depot | 604-49550-217 | 4,167.06 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Electric small tools all purpos | 604-49550-241 | 23.99 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Electric small tools all purpos | 604-49550-241 | 24.99 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Electric small tools all purpos | 604-49550-241 | 5.59 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Farwest Line Specialties | 604-49550-241 | 135.71 |
| MN POLLUTION CONTROL AG | OCT 2023 | 10/10/2023 | APPLICATION REGISTRATION | 604-49550-315 | 570.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 604-49550-321 | 80.02 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 604-49550-321 | 51.34 |
| GOLDEN WEST TECH & INT SO | 230900076 | 10/06/2023 | EL/DISPATCHING | 604-49550-325 | 61.72 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 604-49550-326 | 90.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 604-49550-381 | 87.80 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 604-49550-382 | 22.17 |
| MN ENERGY RESOURCES | 4736346252 | 10/04/2023 | EL/TRUCK GARAGE/GAS | 604-49550-383 | 25.55 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 604-49550-385 | 45.40 |
| ELECTRIC FUND | # 817 | 10/11/2023 | EL/MAINTENANCE - STRUCTU | 604-49550-402 | 190.19 |
| ELECTRIC FUND | # 819 | 10/10/2023 | EL/MAINTENANCE - STRUCTU | 604-49550-402 | 334.15 |
| RUNNINGS SUPPLY, INC | RUNNINGS SEPT. 2023 | 10/04/2023 | Electric | 604-49550-402 | 89.80 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Electric maint structure | 604-49550-402 | 25.55 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Electric maint office fitting grs | 604-49550-404 | 23.96 |
| RD OFFUTT COMPANY | W2074004 | 09/25/2023 | EL/MAINTENANCE - OFFICE | 604-49550-404 | 3,326.51 |
| ELECTRIC FUND | # 808 | 10/03/2023 | EL/MAINTENANCE - DISTRIBU | 604-49550-408 | 472.37 |
| ELECTRIC FUND | # 811 | 10/03/2023 | EL/MAINTENANCE - DISTRIBU | 604-49550-408 | 1,249.16 |
| ELECTRIC FUND | # 820 | 10/10/2023 | EL/MAINTENANCE - DISTRIBU | 604-49550-408 | 42.36 |
| RD OFFUTT COMPANY | P2309504 | 09/21/2023 | EL/MAINTENANCE - DISTRIBU | 604-49550-408 | 134.67 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Electric maint distribution | 604-49550-408 | 8.16 |
| ADVANTAGE COLLECTION PR | 379631001 | 10/05/2023 | UNCOLLECTIBLE | 604-49550-432 | 8.34 |
| KEN WINTERS | 10-2-23 | 10/03/2023 | EL/CONSERVATION - ENERGY | 604-49550-450 | 350.00 |
| LAUREL PFEIFFER | 10-2-23 | 10/03/2023 | EL/CONSERVATION - ENERGY | 604-49550-450 | 350.00 |
| CHAR CARLSON | 9-27-23 | 10/03/2023 | EL/CONSERVATION - ENERGY | 604-49550-450 | 350.00 |
| WINDOM AREA DEVELOPME | OCT 2023 | 09/28/2023 | INDUSTRIAL DEVELOPMENT | 604-49550-491 | 1,200.00 |
| | | | | **Activity 49550 - Electric Total:** | **14,948.40** |
| | | | | **Fund 604 - ELECTRIC Total:** | **1,525,289.88** |

**Fund: 609 - LIQUOR STORE**

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| TSP | 0060085 | 10/05/2023 | LIQUOR S/STORE RENOVATIO | 609-16200 | 2,930.97 |
| SCHRAMEL LAW OFFICE | AUG 2023 | 10/03/2023 | ATTORNEY FEES/LIQUOR STO | 609-16200 | 675.00 |
| | | | | | **3,605.97** |

**Activity: 49751 - Liquor Store**

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 609-49751-131 | 3.60 |
| ARAMARK | 2560179564 | 10/03/2023 | LIQUOR S/SUPPLIES | 609-49751-211 | 66.38 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 609-49751-217 | 90.70 |
| BREAKTHRU BEVERAGE MN | 112335605 | 10/05/2023 | LIQUOR S/LIQUOR/MERCHAN | 609-49751-251 | 2,976.69 |
| DOLL DISTRIBUTING, LLC | 1331217 | 09/12/2023 | LIQUOR S/MERCHANDISE | 609-49751-251 | 111.00 |
| DOLL DISTRIBUTING, LLC | 1336549 | 09/14/2023 | LIQUOR S/LIQUOR/BEER/WIN | 609-49751-251 | 185.80 |
| DOLL DISTRIBUTING, LLC | 1336550 | 09/14/2023 | LIQUOR S/LIQUOR | 609-49751-251 | 151.00 |
| DOLL DISTRIBUTING, LLC | 1341608 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-251 | 1,020.00 |
| JOHNSON BROS. | 2382104 | 09/21/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 2,385.04 |
| JOHNSON BROS. | 2386883 | 09/25/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 3,570.58 |
| JOHNSON BROS. | 2391753 | 10/03/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 6,781.42 |
| BEVERAGE WHOLESALERS | 292180 | 09/14/2023 | LIQUOR S/BEER/NON-ALCH | 609-49751-251 | 135.90 |
| BEVERAGE WHOLESALERS | 293286 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-251 | 429.00 |
| PHILLIPS WINE & SPIRITS | 6657409 | 09/21/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 5,570.05 |
| PHILLIPS WINE & SPIRITS | 6661091 | 09/25/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 1,493.55 |
| PHILLIPS WINE & SPIRITS | 6665073 | 10/03/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-251 | 846.10 |
| BLUE CLOUD DISTRIBUTION O | 101091742 | 09/21/2023 | LIQUOR S/BEER | 609-49751-252 | 1,705.50 |
| DOLL DISTRIBUTING, LLC | 1331217 | 09/12/2023 | LIQUOR S/MERCHANDISE | 609-49751-252 | 3,762.05 |
| DOLL DISTRIBUTING, LLC | 1336549 | 09/14/2023 | LIQUOR S/LIQUOR/BEER/WIN | 609-49751-252 | 6,641.55 |
| DOLL DISTRIBUTING, LLC | 1341608 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-252 | 4,159.85 |
| DOLL DISTRIBUTING, LLC | 1341618 | 09/25/2023 | LIQUOR S/BEER | 609-49751-252 | 438.00 |
| JOHNSON BROS. | 2386885 | 09/25/2023 | LIQUOR S/BEER | 609-49751-252 | 240.00 |
| BEVERAGE WHOLESALERS | 292180 | 09/14/2023 | LIQUOR S/BEER/NON-ALCH | 609-49751-252 | 9,677.39 |
| BEVERAGE WHOLESALERS | 292941 | 09/21/2023 | LIQUOR S/BEER | 609-49751-252 | 268.80 |
| BEVERAGE WHOLESALERS | 293286 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-252 | 7,561.85 |
| BEVERAGE WHOLESALERS | 294317 | 10/05/2023 | LIQUOR S/BEER/NON-ACHOLI | 609-49751-252 | 16,936.15 |
| BEVERAGE WHOLESALERS | 294317-C | 10/05/2023 | LIQUOR S/BEER | 609-49751-252 | -14.70 |
| BEVERAGE WHOLESALERS | 294466 | 10/05/2023 | LIQUOR S/BEER | 609-49751-252 | 268.80 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| BEVERAGE WHOLESALERS | 294740 | 10/05/2023 | LIQUOR S/BEER | 609-49751-252 | 212.80 |
| BEVERAGE WHOLESALERS | 295029 | 10/03/2023 | LIQUOR S/BEER | 609-49751-252 | -1,580.80 |
| ARTISAN BEER COMPANY | 3628305 | 09/21/2023 | LIQUOR S/BEER | 609-49751-252 | 219.25 |
| ARTISAN BEER COMPANY | 3629810 | 09/25/2023 | LIQUOR S/BEER | 609-49751-252 | 129.20 |
| ARTISAN BEER COMPANY | 3631279 | 10/03/2023 | LIQUOR S/BEER | 609-49751-252 | 346.25 |
| DOLL DISTRIBUTING, LLC | 1336549 | 09/14/2023 | LIQUOR S/LIQUOR/BEER/WIN | 609-49751-253 | 134.00 |
| JOHNSON BROS. | 2382105 | 09/21/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 1,322.75 |
| JOHNSON BROS. | 2386884 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-253 | 314.00 |
| JOHNSON BROS. | 2391754 | 10/03/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 565.00 |
| JOHNSON BROS. | 268037 | 10/03/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | -216.00 |
| CARLOS CREEK WINERY | 37318 | 10/05/2023 | LIQUOR S/WINE | 609-49751-253 | 499.50 |
| INDIAN ISLAND WINERY | 5198 | 10/05/2023 | LIQUOR S/WINE | 609-49751-253 | 168.00 |
| PHILLIPS WINE & SPIRITS | 6657410 | 09/21/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 317.50 |
| PHILLIPS WINE & SPIRITS | 6661092 | 09/25/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 97.26 |
| PHILLIPS WINE & SPIRITS | 6665074 | 10/03/2023 | LIQUOR S/WINE/NON-ALCHO | 609-49751-253 | 322.10 |
| WINE MERCHANTS | 7442661 | 09/21/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-253 | 102.00 |
| BREAKTHRU BEVERAGE MN | 112335605 | 10/05/2023 | LIQUOR S/LIQUOR/MERCHAN | 609-49751-254 | 154.07 |
| JOHNSON BROS. | 2386884 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-254 | 37.00 |
| BEVERAGE WHOLESALERS | 293286 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-254 | 266.55 |
| ATLANTIC COCA-COLA | 4195233 | 09/25/2023 | LIQUOR S/SOFT DRINKS & MI | 609-49751-254 | 192.00 |
| HOME CITY ICE COMPANY | 7053230450 | 10/03/2023 | LIQUOR S/ICE/FREIGHT | 609-49751-257 | 32.20 |
| DOLL DISTRIBUTING, LLC | 1331217 | 09/12/2023 | LIQUOR S/MERCHANDISE | 609-49751-259 | 189.20 |
| DOLL DISTRIBUTING, LLC | 1341608 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-259 | 191.40 |
| BEVERAGE WHOLESALERS | 292180 | 09/14/2023 | LIQUOR S/BEER/NON-ALCH | 609-49751-259 | 75.35 |
| BEVERAGE WHOLESALERS | 293286 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-259 | 55.70 |
| BEVERAGE WHOLESALERS | 294317 | 10/05/2023 | LIQUOR S/BEER/NON-ACHOLI | 609-49751-259 | 69.65 |
| PHILLIPS WINE & SPIRITS | 6665074 | 10/03/2023 | LIQUOR S/WINE/NON-ALCHO | 609-49751-259 | 80.00 |
| DOLL DISTRIBUTING, LLC | 1335425 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-261 | 250.00 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Other Merchandise- True Fabr | 609-49751-261 | 520.20 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Other Merchandise- True Fabr | 609-49751-261 | 90.58 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 609-49751-321 | 226.61 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 609-49751-326 | 537.97 |
| BREAKTHRU BEVERAGE MN | 112335605 | 10/05/2023 | LIQUOR S/LIQUOR/MERCHAN | 609-49751-333 | 46.72 |
| JOHNSON BROS. | 2382104 | 09/21/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 32.83 |
| JOHNSON BROS. | 2382105 | 09/21/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 40.60 |
| JOHNSON BROS. | 2386883 | 09/25/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 83.23 |
| JOHNSON BROS. | 2386884 | 09/25/2023 | LIQUOR S/MERCHANDISE | 609-49751-333 | 14.21 |
| JOHNSON BROS. | 2391753 | 10/03/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 91.28 |
| JOHNSON BROS. | 2391754 | 10/03/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 22.33 |
| JOHNSON BROS. | 268037 | 10/03/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | -0.50 |
| JOHNSON BROS. | 269647 | 10/03/2023 | LIQUOR S/FREIGHT | 609-49751-333 | -1.53 |
| PHILLIPS WINE & SPIRITS | 6657409 | 09/21/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 129.92 |
| PHILLIPS WINE & SPIRITS | 6657410 | 09/21/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 14.21 |
| PHILLIPS WINE & SPIRITS | 6661091 | 09/25/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 23.71 |
| PHILLIPS WINE & SPIRITS | 6661092 | 09/25/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 2.71 |
| PHILLIPS WINE & SPIRITS | 6665073 | 10/03/2023 | LIQUOR S/LIQUOR/FREIGHT | 609-49751-333 | 21.49 |
| PHILLIPS WINE & SPIRITS | 6665074 | 10/03/2023 | LIQUOR S/WINE/NON-ALCHO | 609-49751-333 | 16.24 |
| HOME CITY ICE COMPANY | 7053230450 | 10/03/2023 | LIQUOR S/ICE/FREIGHT | 609-49751-333 | 5.25 |
| WINE MERCHANTS | 7442661 | 09/21/2023 | LIQUOR S/WINE/FREIGHT | 609-49751-333 | 2.03 |
| CITIZEN PUBLISHING CO | 20230930 | 10/06/2023 | Riverbend Citizen upload & o | 609-49751-340 | 951.50 |
| CITIZEN PUBLISHING CO | 20230930 | 10/06/2023 | Liquor Pigskin | 609-49751-340 | 125.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 609-49751-381 | 1,032.95 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 609-49751-382 | 21.05 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 609-49751-383 | 107.83 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 609-49751-385 | 42.06 |
| O'MALLEY'S STORAGE AND RE | 3038 | 10/05/2023 | LIQUOR S/STORAGE CONTAIN | 609-49751-480 | 400.00 |
| | | | | **Activity 49751 - Liquor Store Total:** | **86,608.46** |
| | | | | **Fund 609 - LIQUOR STORE Total:** | **90,214.43** |

**Fund: 614 - TELECOM**

| | | | | | |
|---|---|---|---|---|---|
| POWER & TEL | 7785258-00 | 10/05/2023 | TELECOM/MACHINERY | 614-16400 | 1,939.00 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| INTERNAL REVENUE SERVICE | OCT-23 | 10/09/2023 | EXCISE TAX POSTING/DEPOSIT | 614-20201 | 500.00 |
| INTERNAL REVENUE SERVICE | SEP-23 FINAL | 10/09/2023 | EXCISE TAX POSTING | 614-20201 | 276.34 |
| MN 9-1-1 PROGRAM | SEPT 2023 | 10/09/2023 | SEPT 911 SERVICES | 614-20206 | 872.58 |
| | | | | | **3,587.92** |
| **Activity: 49870 - Telecom** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 614-49870-131 | 9.00 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | HyVee- Cleaning supplies | 614-49870-200 | 70.83 |
| CITY LAUNDERING CO. | 1931149 | 09/21/2023 | TELECOM/CLEANING/SUPPLIE | 614-49870-211 | 21.38 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 614-49870-212 | 242.81 |
| MN MUNICIPAL UTILITIES ASS | 62397 | 10/05/2023 | SAFETY MANAGEMENT | 614-49870-217 | 140.00 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 614-49870-217 | 108.84 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Team Viewer | 614-49870-217 | 1,354.80 |
| JORDAN BUSSA | SAFTY SHOES 2023 | 10/10/2023 | TELECOM/SAFTY SHOES | 614-49870-218 | 150.00 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Telecom utility system | 614-49870-227 | 14.99 |
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 614-49870-321 | 246.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 614-49870-321 | 270.61 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 614-49870-381 | 3,318.70 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 614-49870-382 | 20.19 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 614-49870-383 | 17.18 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 614-49870-385 | 39.49 |
| KULSETH LAWN LANDSCAPE | 4041 | 10/10/2023 | TELECOM/MAINTENANCE - G | 614-49870-406 | 85.00 |
| ENTERPRISE FM TRUST | FBN4860947 10-4-23 | 10/10/2023 | TELECOM/VEHICLE LEASE | 614-49870-419 | 533.02 |
| CENTURY LINK | 533143 | 07/25/2023 | DIRECTORY LISTING | 614-49870-441 | 301.18 |
| CENTURY LINK | 7242105D-D-23260 | 09/28/2023 | CABS | 614-49870-441 | 41.09 |
| NATIONAL CABLE TV COOP | 23090458 | 10/05/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 45,649.25 |
| DISPLAY SYSTEMS INTERNATI | 27548 | 10/03/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 198.44 |
| ARVIG ENTERPRISES, INC | 338184 | 10/05/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 326.50 |
| MLB NETWORK | 532480 | 09/15/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 352.78 |
| SHOWTIME NETWORKS INC | 70183 | 09/15/2023 | TELECOM/SUBSCRIBER FEES | 614-49870-442 | 171.82 |
| WOODSTOCK COMMUNICATI | 10260123 | 10/10/2023 | TELECOM/SWITCH FEES | 614-49870-445 | 205.10 |
| E-911 - INDEPENDENT EMERG | OCT 2023 | 10/10/2023 | TELECOM/SWITCH FEES | 614-49870-445 | 40.00 |
| MANKATO NETWORKS, LLC | 389987 | 10/10/2023 | TELECOM/INTERNET EXPENSE | 614-49870-447 | 950.00 |
| MANKATO NETWORKS, LLC | 389997 | 10/10/2023 | TELECOM/INTERNET EXPENSE | 614-49870-447 | 1,193.67 |
| HURRICANE ELECTRIC LLC | 98476192-IN | 10/03/2023 | TELECOM/INTERNET EXPENSE | 614-49870-447 | 4,100.00 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Dream Host Web Hosting | 614-49870-447 | 139.00 |
| GOLDEN WEST TECH & INT SO | 230900045 | 10/05/2023 | TELECOM/ON CALL SUPPORT | 614-49870-448 | 265.97 |
| | | | | **Activity 49870 - Telecom Total:** | **60,577.64** |
| | | | | **Fund 614 - TELECOM Total:** | **64,165.56** |
| **Fund: 615 - ARENA** | | | | | |
| **Activity: 49850 - Arena** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 615-49850-131 | 3.60 |
| ARAMARK | 2560177137 | 10/03/2023 | ARENA/SUPPLIES | 615-49850-211 | 49.65 |
| WEX BANK | SEPT 2023 | 10/13/2023 | FUEL | 615-49850-212 | 107.61 |
| BECKER ARENA PRODUCTS, IN | 610234 | 10/09/2023 | ARENA/OPERATING SUPPLIES | 615-49850-217 | 425.48 |
| MYRON DANIEL RUSSELL JR | 9-18-23 | 10/03/2023 | ARENA/OPERATING SUPPLIES | 615-49850-217 | 700.00 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 615-49850-217 | 63.49 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Arena operating supplies | 615-49850-217 | 11.97 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Arena operating supplies | 615-49850-217 | 38.98 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | Arena operating supplies | 615-49850-217 | 55.97 |
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 615-49850-321 | 62.71 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 615-49850-321 | 126.60 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 615-49850-326 | 433.00 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 615-49850-381 | 2,381.43 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 615-49850-382 | 41.74 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 615-49850-383 | 145.39 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 615-49850-385 | 87.62 |
| RON'S ELECTRIC INC | 150404 | 10/03/2023 | ARENA/MAINTENANCE - STR | 615-49850-402 | 171.48 |
| ELITE MECHANICAL SYSTEMS | 16710 | 10/03/2023 | ARENA/MAINTENANCE - OFFI | 615-49850-404 | 90.00 |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 615-49850-480 | 1.80 |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| SW/WC SERVICE COOPERATIV | OCT- 2023 | 10/03/2023 | HEALTH INSURANCE | 615-49850-480 | 862.98 |
| | | | | **Activity 49850 - Arena Total:** | **5,861.50** |
| | | | | **Fund 615 - ARENA Total:** | **5,861.50** |
| **Fund: 617 - M/P CENTER** | | | | | |
| **Activity: 49860 - M/P Center** | | | | | |
| SW/WC SERVICE COOPERATIV | OCT 2023 | 10/03/2023 | EAP | 617-49860-131 | 3.60 |
| ARAMARK | 2560171080 | 09/15/2023 | WCC/SUPPLIES | 617-49860-211 | 120.98 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | MP cleaning supplies | 617-49860-211 | 15.18 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Sanitary Supply Corp. | 617-49860-211 | 207.66 |
| A & B BUSINESS | IN1092251 | 10/09/2023 | MAINTENANCE CONTRACT | 617-49860-217 | 63.49 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | MP operating supplies | 617-49860-217 | 12.99 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | MP operating supplies | 617-49860-217 | 7.99 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | TRIO Supply Company- Drink | 617-49860-217 | 733.85 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | HyVee- Variety of water & so | 617-49860-217 | 15.95 |
| RIVER BEND LIQUOR | 09-1-23 - 09-30-23 | 10/05/2023 | WCC/BEER/LIQUOUR/WINE/ | 617-49860-251 | 36.00 |
| RIVER BEND LIQUOR | 09-1-23 - 09-30-23 | 10/05/2023 | WCC/BEER/LIQUOUR/WINE/ | 617-49860-251 | 558.12 |
| RIVER BEND LIQUOR | 09-1-23 - 09-30-23 | 10/05/2023 | WCC/BEER/LIQUOUR/WINE/ | 617-49860-252 | 1,304.47 |
| RIVER BEND LIQUOR | 09-1-23 - 09-30-23 | 10/05/2023 | WCC/BEER/LIQUOUR/WINE/ | 617-49860-254 | 37.11 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | HyVee- Variety of water & so | 617-49860-254 | 61.93 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | Goodwill- Halloween D?cor | 617-49860-254 | 59.00 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | HyVee- Variety of water & so | 617-49860-254 | 47.92 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | HyVee- Variety of water & so | 617-49860-254 | 78.81 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | HyVee-Variety of water & soft | 617-49860-254 | 74.80 |
| SCHWALBACH HARDWARE | SCHWALBACH SEPT. 9-23 | 10/06/2023 | MP other merchandise | 617-49860-261 | 39.98 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | WalMart- Commercial Air Blo | 617-49860-261 | 235.10 |
| VERIZON WIRELESS | 9945198974 | 10/03/2023 | TELEPHONE | 617-49860-321 | 41.20 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 617-49860-321 | 60.27 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 617-49860-326 | 403.33 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 617-49860-381 | 1,981.06 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 617-49860-382 | 71.59 |
| MN ENERGY RESOURCES | 4738145152 | 10/06/2023 | GAS | 617-49860-383 | 446.46 |
| ELECTRIC FUND | OCT. 2023 CITY UTILITIES | 10/09/2023 | MONTHLY UTILITY | 617-49860-385 | 147.37 |
| US BANK | US BANK SEPT.. 2023 | 10/03/2023 | WalMart | 617-49860-406 | 56.59 |
| | | | | **Activity 49860 - M/P Center Total:** | **6,922.80** |
| | | | | **Fund 617 - M/P CENTER Total:** | **6,922.80** |
| **Fund: 700 - PAYROLL** | | | | | |
| Internal Revenue Service-Payr | INV0002338 | 10/06/2023 | Federal Tax Withholding | 700-21701 | 11,096.90 |
| MN Department of Revenue - | INV0002339 | 10/06/2023 | State Withholding | 700-21702 | 5,569.11 |
| Internal Revenue Service-Payr | INV0002338 | 10/06/2023 | Social Security | 700-21703 | 13,642.32 |
| MN Pera | INV0002336 | 10/06/2023 | PERA | 700-21704 | 8,214.28 |
| MN Pera | INV0002336 | 10/06/2023 | PERA | 700-21704 | 864.02 |
| MN Pera | INV0002336 | 10/06/2023 | PERA | 700-21704 | 15,358.60 |
| MN State Deferred | INV0002337 | 10/06/2023 | Deferred Roth | 700-21705 | 1,752.00 |
| MN State Deferred | INV0002337 | 10/06/2023 | Deferred Compensation | 700-21705 | 5,499.66 |
| SW/WC SERVICE COOPERATIV | OCT- 2023 | 10/03/2023 | HEALTH INSURANCE | 700-21706 | 67,967.76 |
| Internal Revenue Service-Payr | INV0002338 | 10/06/2023 | Medicare Withholding | 700-21711 | 3,977.18 |
| WEX Health Inc | 10-11-2023 | 10/11/2023 | FLEX SPENDING | 700-21712 | 300.00 |
| WEX Health Inc | 10-3-2023 | 10/04/2023 | FLEX SPENDING | 700-21712 | 48.00 |
| WEX Health Inc | 10-5-2023 | 10/05/2023 | FLEX SPENDING | 700-21712 | 850.00 |
| WEX Health Inc | 10-6-2023 | 10/06/2023 | FLEX SPENDING | 700-21712 | 125.00 |
| WEX Health Inc | INV0002335 | 10/06/2023 | HSA Employee Contribution | 700-21723 | 671.54 |
| | | | | | **135,936.37** |
| | | | | **Fund 700 - PAYROLL Total:** | **135,936.37** |
| | | | | **Grand Total:** | **2,434,299.85** |

## Report Summary

### Fund Summary

| Fund | Payment Amount |
|---|---|
| 100 - GENERAL | 95,272.75 |
| 211 - LIBRARY | 2,925.23 |
| 225 - AIRPORT | 17,362.09 |
| 230 - POOL | 660.70 |
| 235 - AMBULANCE | 260,807.23 |
| 250 - EDA GENERAL | 2,863.89 |
| 254 - NORTH IND PARK | 566.12 |
| 274 - TIF 1-19 NWIP II | 2,309.04 |
| 308 - 2020 STREET PROJECT | 2,307.91 |
| 401 - GENERAL CAPITAL PROJECTS | 678.00 |
| 601 - WATER | 21,082.09 |
| 602 - SEWER | 199,074.26 |
| 604 - ELECTRIC | 1,525,289.88 |
| 609 - LIQUOR STORE | 90,214.43 |
| 614 - TELECOM | 64,165.56 |
| 615 - ARENA | 5,861.50 |
| 617 - M/P CENTER | 6,922.80 |
| 700 - PAYROLL | 135,936.37 |
| **Grand Total:** | **2,434,299.85** |

### Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 100-36200 | Other Income | -349.73 |
| 100-41110-304 | Legal Fees | 5,726.63 |
| 100-41110-326 | Data Processing | 41.55 |
| 100-41110-350 | Printing & Design | 481.50 |
| 100-41310-131 | Employer Paid Insurance | 9.00 |
| 100-41310-217 | Other Operating Supplie | 108.84 |
| 100-41310-308 | Training & Registrations | 175.00 |
| 100-41310-321 | Telephone | 70.46 |
| 100-41310-322 | Postage | 14.58 |
| 100-41310-326 | Data Processing | 282.12 |
| 100-41310-331 | Travel Expense | 208.29 |
| 100-41310-334 | Meals/Lodging | 275.95 |
| 100-41310-350 | Printing & Design | 1,022.80 |
| 100-41910-131 | Employer Paid Insurance | 1.80 |
| 100-41910-212 | Motor Fuels | 118.99 |
| 100-41910-304 | Legal Fees | 150.00 |
| 100-41910-321 | Telephone | 98.61 |
| 100-41910-350 | Printing & Design | 251.50 |
| 100-41940-211 | Cleaning Supplies | 100.77 |
| 100-41940-381 | Electric Utility | 422.62 |
| 100-41940-382 | Water Utility | 58.53 |
| 100-41940-383 | Gas Utility | 59.77 |
| 100-41940-385 | Sewer Utility | 123.84 |
| 100-41940-406 | Repairs & Maint - Groun | 552.00 |
| 100-41940-409 | Repairs & Maint - Utilitie | 1,821.75 |
| 100-42120-131 | Employer Paid Insurance | 18.00 |
| 100-42120-200 | Office Supplies | 410.84 |
| 100-42120-212 | Motor Fuels | 1,742.62 |
| 100-42120-218 | Uniforms | 2,557.41 |
| 100-42120-308 | Training & Registrations | 1,065.00 |
| 100-42120-321 | Telephone | 713.17 |
| 100-42120-322 | Postage | 33.77 |
| 100-42120-326 | Data Processing | 398.00 |
| 100-42120-334 | Meals/Lodging | 12.28 |
| 100-42120-350 | Printing & Design | 35.00 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 100-42120-405 | Repairs & Maint - Vehicl | 642.44 |
| 100-42120-412 | Rentals - Building | 2,050.00 |
| 100-42120-419 | Vehicle Lease | 791.78 |
| 100-42120-480 | Other Miscellaneous | 15.98 |
| 100-42220-200 | Office Supplies | 7.47 |
| 100-42220-211 | Cleaning Supplies | 59.18 |
| 100-42220-212 | Motor Fuels | 402.81 |
| 100-42220-215 | Materials & Equipment | 271.65 |
| 100-42220-217 | Other Operating Supplie | 63.49 |
| 100-42220-308 | Training & Registrations | 26.25 |
| 100-42220-321 | Telephone | 42.68 |
| 100-42220-381 | Electric Utility | 408.14 |
| 100-42220-382 | Water Utility | 15.32 |
| 100-42220-383 | Gas Utility | 280.90 |
| 100-42220-385 | Sewer Utility | 35.59 |
| 100-42220-404 | Repairs & Maint - M&E | 1,232.39 |
| 100-42220-405 | Repairs & Maint - Vehicl | 74.41 |
| 100-42220-491 | Payments to Other Orga | 59,822.24 |
| 100-42500-381 | Electric Utility | 33.01 |
| 100-43100-131 | Employer Paid Insurance | 7.20 |
| 100-43100-212 | Motor Fuels | 697.44 |
| 100-43100-217 | Other Operating Supplie | 308.49 |
| 100-43100-218 | Uniforms | 408.65 |
| 100-43100-321 | Telephone | 62.56 |
| 100-43100-381 | Electric Utility | 1,887.93 |
| 100-43100-382 | Water Utility | 19.26 |
| 100-43100-383 | Gas Utility | 60.76 |
| 100-43100-385 | Sewer Utility | 40.48 |
| 100-43100-401 | Repairs & Maint - Buildi | 15.98 |
| 100-43100-404 | Repairs & Maint - M&E | 27.73 |
| 100-43100-405 | Repairs & Maint - Vehicl | 7.78 |
| 100-45120-217 | Other Operating Supplie | 23.10 |
| 100-45202-131 | Employer Paid Insurance | 1.80 |
| 100-45202-200 | Office Supplies | 13.98 |
| 100-45202-212 | Motor Fuels | 570.39 |
| 100-45202-217 | Other Operating Supplie | 35.00 |
| 100-45202-326 | Data Processing | 266.67 |
| 100-45202-381 | Electric Utility | 661.10 |
| 100-45202-382 | Water Utility | 1,313.27 |
| 100-45202-385 | Sewer Utility | 206.03 |
| 100-45202-402 | Repairs & Maint - Struct | 509.75 |
| 100-45202-404 | Repairs & Maint - M&E | 2,617.80 |
| 100-45202-405 | Repairs & Maint - Vehicl | 22.62 |
| 100-45202-406 | Repairs & Maint - Groun | 162.99 |
| 100-45202-460 | Miscellaneous Taxes | 235.00 |
| 211-45501-200 | Office Supplies | 16.61 |
| 211-45501-211 | Cleaning Supplies | 35.94 |
| 211-45501-217 | Other Operating Supplie | 63.49 |
| 211-45501-321 | Telephone | 164.58 |
| 211-45501-326 | Data Processing | 70.00 |
| 211-45501-381 | Electric Utility | 242.56 |
| 211-45501-382 | Water Utility | 19.24 |
| 211-45501-383 | Gas Utility | 59.77 |
| 211-45501-385 | Sewer Utility | 40.42 |
| 211-45501-402 | Repairs & Maint - Struct | 768.89 |
| 211-45501-433 | Dues & Subscriptions | 100.93 |
| 211-45501-435 | Books and Pamphlets | 1,342.80 |
| 225-45127-200 | Office Supplies | 29.00 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 225-45127-212 | Motor Fuels | 40.80 |
| 225-45127-217 | Other Operating Supplie | 25.54 |
| 225-45127-264 | Merchandise For Resale | 14,676.55 |
| 225-45127-381 | Electric Utility | 473.54 |
| 225-45127-402 | Repairs & Maint - Struct | 413.79 |
| 225-45127-404 | Repairs & Maint - M&E | 412.77 |
| 225-45127-460 | Miscellaneous Taxes | 896.37 |
| 225-45127-462 | Real Estate Taxes | 393.73 |
| 230-45124-216 | Chemicals and Chemical | 20.00 |
| 230-45124-217 | Other Operating Supplie | 99.42 |
| 230-45124-321 | Telephone | -53.67 |
| 230-45124-381 | Electric Utility | 35.11 |
| 230-45124-382 | Water Utility | 18.20 |
| 230-45124-383 | Gas Utility | 492.96 |
| 230-45124-385 | Sewer Utility | 48.68 |
| 235-10400 | Investments - Current | 248,000.00 |
| 235-42153-131 | Employer Paid Insurance | 1.80 |
| 235-42153-200 | Office Supplies | -25.70 |
| 235-42153-212 | Motor Fuels | 2,087.82 |
| 235-42153-217 | Other Operating Supplie | 1,163.18 |
| 235-42153-261 | Other Merchandise-Med | 358.90 |
| 235-42153-312 | Nursing | 4,049.18 |
| 235-42153-321 | Telephone | 28.46 |
| 235-42153-326 | Data Processing | 2,146.00 |
| 235-42153-331 | Travel Expense | 24.63 |
| 235-42153-334 | Meals/Lodging | 336.32 |
| 235-42153-381 | Electric Utility | 272.09 |
| 235-42153-382 | Water Utility | 10.21 |
| 235-42153-383 | Gas Utility | 187.26 |
| 235-42153-385 | Sewer Utility | 23.73 |
| 235-42153-405 | Repairs & Maint - Vehicl | 443.35 |
| 235-42153-460 | Miscellaneous Taxes | 1,700.00 |
| 250-46520-131 | Employer Paid Insurance | 1.80 |
| 250-46520-200 | Office Supplies | 21.36 |
| 250-46520-304 | Legal Fees | 1,515.00 |
| 250-46520-321 | Telephone | 98.61 |
| 250-46520-340 | Advertising & Promotion | 251.50 |
| 250-46520-381 | Electric Utility | 79.93 |
| 250-46520-462 | Real Estate Taxes | 849.69 |
| 250-46520-480 | Other Miscellaneous | 46.00 |
| 254-46520-381 | Electric Utility | 122.85 |
| 254-46520-462 | Real Estate Taxes | 443.27 |
| 274-46530-462 | Real Estate Taxes | 2,309.04 |
| 308-41000-480 | Other Miscellaneous | 2,307.91 |
| 401-49950-502 | Capital Outlay - Fire | 678.00 |
| 601-49400-131 | Employer Paid Insurance | 5.40 |
| 601-49400-212 | Motor Fuels | 234.77 |
| 601-49400-216 | Chemicals and Chemical | 6,270.53 |
| 601-49400-217 | Other Operating Supplie | 174.49 |
| 601-49400-304 | Legal Fees | 255.00 |
| 601-49400-321 | Telephone | 142.31 |
| 601-49400-322 | Postage | 5.50 |
| 601-49400-326 | Data Processing | 70.00 |
| 601-49400-381 | Electric Utility | 4,708.60 |
| 601-49400-382 | Water Utility | 18.40 |
| 601-49400-383 | Gas Utility | 566.90 |
| 601-49400-385 | Sewer Utility | 37.73 |
| 601-49400-386 | Landfill | 1,106.15 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 601-49400-408 | Repairs & Maint - Distrib | 1,473.24 |
| 601-49400-432 | Uncollectible | 6.29 |
| 601-49400-443 | Intergovernmental Fees | 5,142.00 |
| 601-49400-480 | Other Miscellaneous | 864.78 |
| 602-16300 | Improvements Other Th | 185,003.20 |
| 602-49450-131 | Employer Paid Insurance | 1.80 |
| 602-49450-212 | Motor Fuels | 152.14 |
| 602-49450-216 | Chemicals and Chemical | 516.35 |
| 602-49450-217 | Other Operating Supplie | 168.49 |
| 602-49450-301 | Auditing & Consulting Se | 2,070.00 |
| 602-49450-310 | Lab Testing | 1,440.78 |
| 602-49450-321 | Telephone | 297.54 |
| 602-49450-326 | Data Processing | 70.00 |
| 602-49450-381 | Electric Utility | 8,155.27 |
| 602-49450-382 | Water Utility | 155.63 |
| 602-49450-383 | Gas Utility | 162.24 |
| 602-49450-404 | Repairs & Maint - M&E | 121.40 |
| 602-49450-405 | Repairs & Maint - Vehicl | 94.19 |
| 602-49450-408 | Repairs & Maint - Distrib | 652.75 |
| 602-49450-432 | Uncollectible | 12.48 |
| 604-14200 | Inventory | 4,311.46 |
| 604-16200 | Buildings | 41,741.37 |
| 604-16300 | Improvements Other Th | 20,577.33 |
| 604-16480 | CIP-Const in Progress | 1,443,711.32 |
| 604-49550-131 | Employer Paid Insurance | 9.00 |
| 604-49550-200 | Office Supplies | 29.16 |
| 604-49550-211 | Cleaning Supplies | 187.53 |
| 604-49550-212 | Motor Fuels | 937.66 |
| 604-49550-217 | Other Operating Supplie | 4,405.55 |
| 604-49550-241 | Small Tools | 190.28 |
| 604-49550-315 | Energy Development | 570.00 |
| 604-49550-321 | Telephone | 131.36 |
| 604-49550-325 | Dispatching | 61.72 |
| 604-49550-326 | Data Processing | 90.00 |
| 604-49550-381 | Electric Utility | 87.80 |
| 604-49550-382 | Water Utility | 22.17 |
| 604-49550-383 | Gas Utility | 25.55 |
| 604-49550-385 | Sewer Utility | 45.40 |
| 604-49550-402 | Repairs & Maint - Struct | 639.69 |
| 604-49550-404 | Repairs & Maint - M&E | 3,350.47 |
| 604-49550-408 | Repairs & Maint - Distrib | 1,906.72 |
| 604-49550-432 | Uncollectible | 8.34 |
| 604-49550-450 | Conservation | 1,050.00 |
| 604-49550-491 | Payments to Other Orga | 1,200.00 |
| 609-16200 | Buildings | 3,605.97 |
| 609-49751-131 | Employer Paid Insurance | 3.60 |
| 609-49751-211 | Cleaning Supplies | 66.38 |
| 609-49751-217 | Other Operating Supplie | 90.70 |
| 609-49751-251 | Liquor | 25,656.13 |
| 609-49751-252 | Beer | 50,971.94 |
| 609-49751-253 | Wine | 3,626.11 |
| 609-49751-254 | Soft Drinks & Mix | 649.62 |
| 609-49751-257 | Ice | 32.20 |
| 609-49751-259 | Non- Alcholic | 661.30 |
| 609-49751-261 | Other Merchandise | 860.78 |
| 609-49751-321 | Telephone | 226.61 |
| 609-49751-326 | Data Processing | 537.97 |
| 609-49751-333 | Freight and Express | 544.73 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 609-49751-340 | Advertising & Promotion | 1,076.50 |
| 609-49751-381 | Electric Utility | 1,032.95 |
| 609-49751-382 | Water Utility | 21.05 |
| 609-49751-383 | Gas Utility | 107.83 |
| 609-49751-385 | Sewer Utility | 42.06 |
| 609-49751-480 | Other Miscellaneous | 400.00 |
| 614-16400 | Machinery & Equipment | 1,939.00 |
| 614-20201 | Excise Tax Payable | 776.34 |
| 614-20206 | 911 TAP & TACIP Fees Cl | 872.58 |
| 614-49870-131 | Employer Paid Insurance | 9.00 |
| 614-49870-200 | Office Supplies | 70.83 |
| 614-49870-211 | Cleaning Supplies | 21.38 |
| 614-49870-212 | Motor Fuels | 242.81 |
| 614-49870-217 | Other Operating Supplie | 1,603.64 |
| 614-49870-218 | Uniforms | 150.00 |
| 614-49870-227 | Utility System Maint Sup | 14.99 |
| 614-49870-321 | Telephone | 516.61 |
| 614-49870-381 | Electric Utility | 3,318.70 |
| 614-49870-382 | Water Utility | 20.19 |
| 614-49870-383 | Gas Utility | 17.18 |
| 614-49870-385 | Sewer Utility | 39.49 |
| 614-49870-406 | Repairs & Maint - Groun | 85.00 |
| 614-49870-419 | Vehicle Lease | 533.02 |
| 614-49870-441 | Transmission Fees | 342.27 |
| 614-49870-442 | Subscriber Fees | 46,698.79 |
| 614-49870-445 | Switch Fees | 245.10 |
| 614-49870-447 | Internet Expense | 6,382.67 |
| 614-49870-448 | On-Call Support | 265.97 |
| 615-49850-131 | Employer Paid Insurance | 3.60 |
| 615-49850-211 | Cleaning Supplies | 49.65 |
| 615-49850-212 | Motor Fuels | 107.61 |
| 615-49850-217 | Other Operating Supplie | 1,295.89 |
| 615-49850-321 | Telephone | 189.31 |
| 615-49850-326 | Data Processing | 433.00 |
| 615-49850-381 | Electric Utility | 2,381.43 |
| 615-49850-382 | Water Utility | 41.74 |
| 615-49850-383 | Gas Utility | 145.39 |
| 615-49850-385 | Sewer Utility | 87.62 |
| 615-49850-402 | Repairs & Maint - Struct | 171.48 |
| 615-49850-404 | Repairs & Maint - M&E | 90.00 |
| 615-49850-480 | Other Miscellaneous | 864.78 |
| 617-49860-131 | Employer Paid Insurance | 3.60 |
| 617-49860-211 | Cleaning Supplies | 343.82 |
| 617-49860-217 | Other Operating Supplie | 834.27 |
| 617-49860-251 | Liquor | 594.12 |
| 617-49860-252 | Beer | 1,304.47 |
| 617-49860-254 | Soft Drinks & Mix | 359.57 |
| 617-49860-261 | Other Merchandise | 275.08 |
| 617-49860-321 | Telephone | 101.47 |
| 617-49860-326 | Data Processing | 403.33 |
| 617-49860-381 | Electric Utility | 1,981.06 |
| 617-49860-382 | Water Utility | 71.59 |
| 617-49860-383 | Gas Utility | 446.46 |
| 617-49860-385 | Sewer Utility | 147.37 |
| 617-49860-406 | Repairs & Maint - Groun | 56.59 |
| 700-21701 | Federal Withholding | 11,096.90 |
| 700-21702 | State Withholding | 5,569.11 |
| 700-21703 | FICA Tax Withholding | 13,642.32 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 700-21704 | PERA Contributions | 24,436.90 |
| 700-21705 | Retirement | 7,251.66 |
| 700-21706 | Medical Insurance | 67,967.76 |
| 700-21711 | Medicare Tax Withholdi | 3,977.18 |
| 700-21712 | Flex Account | 1,323.00 |
| 700-21723 | HSA Employee Contribu | 671.54 |
| | **Grand Total:** | **2,434,299.85** |

## Project Account Summary

| Project Account Key | | Payment Amount |
|---|---|---|
| **None** | | 2,434,299.85 |
| | **Grand Total:** | **2,434,299.85** |

✓ CAM
10/13/23

EXHIBIT A

CITY OF WINDOM

NOTICE OF PUBLIC HEARING
REGARDING PROPOSED PROPERTY TAX ABATEMENTS
FOR A NEW ELECTRIC GENERATION BUILDING AND MUNICIPAL LIQUOR STORE RENOVATIONS

NOTICE IS HEREBY GIVEN that the City Council of the City of Windom, Minnesota, will hold a public hearing at a meeting of the Council beginning at 6:30 p.m., on Tuesday, October 17, 2023, to be held at the Windom City Hall, 444 Ninth Street, Windom, Minnesota, on the proposal that the City abate property taxes levied by the City on the properties identified as tax parcel numbers (the "Properties"):

**25-556-0030 25-758-0010 25-758-0030**

**25-556-0040 25-758-0020 25-820-0310**

The total amount of the taxes proposed to be abated by the City on the Properties for up to a 19-year period is estimated to be not more than $3,745,639. The City Council will consider the property tax abatement to assist in financing of a new electric generation building and municipal liquor store renovations located in the City.

The City proposes to issue General Obligation Tax Abatement Bonds in the amount not to exceed $3,745,000 to finance the project.

All interested persons may appear at the October 17, 2023 public hearing and present their views orally or in writing.

Dated: September 19, 2023

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF WINDOM, MINNESOTA

/s/Steve Nasby
City Administrator
City of Windom, Minnesota

# RESOLUTION #2023-

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

## RESOLUTION APPROVING TAX ABATEMENTS

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

1. **Recitals**.

(a) The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Abatement Law"), is authorized to grant an abatement of the property taxes imposed by the City on a parcel of property, if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.

(b) The City proposes to finance the construction of a new electric generation building and municipal liquor store renovations located in the City (the "Project"). The City proposes to use the abatement for the purposes provided for in the Abatement Law, including the Project. The proposed term of the abatement will be for up to 19 years in an amount not to exceed $3,745,639. The abatement will apply to the City's share of the property taxes (the "Abatement") derived from the property described by property identification numbers on the attached "Exhibit A" (the "Property"); and

(c) On the date hereof, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof; and

2. **Findings for the Abatement**. The City Council hereby makes the following findings:

(a) The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.

(b) Granting the Abatement is in the public interest because it will provide financing necessary to construct public facilities and to help provide access to services for residents of the City.

(c) The Property will not be located in a tax increment financing district for the period of time that the Abatement is in effect.

(d) In any year, the total amount of property taxes abated by the City by this and other abatement resolutions, if any, does not exceed ten percent (10%) of net tax capacity of the City for the taxes payable year to which the abatement applies or $200,000, whichever is greater.

3. **Terms of Abatement.** The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) Contingent on Independent School District No. 177 (the "District") declining to participate in the Abatement, the Abatement shall be for up to a nineteen (19) year period and shall apply to the taxes payable in the years 2024 through 2042, inclusive.

(b) The City will abate the City's share of property tax amount which the City receives from the Property, cumulatively not to exceed $3,745,639.

(c) The Abatement shall be subject to all the terms and limitations of the Abatement Law.

(d) The City shall retain the Abatement and apply it to payment of all or a portion of the costs of financing the Project or to the payment of bonds of the City issued to finance costs of the Project.

Adopted by the Council this 17th day of October, 2023.

______________________________
Dominic Jones, Mayor

Attest:______________________________
Steve Nasby, City Administrator

## Exhibit A

## Parcel ID Numbers for "Property"

| | | |
|---|---|---|
| 25.556.0030 | 25.758.0010 | 25.758.0030 |
| 25.556.0040 | 25.758.0020 | 25.820.0310 |

# ACTION ITEM

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

**TO:** CITY COUNCIL
**FROM:** TIFFANY LAMB, EDA DIRECTOR
**CC MEETING DATE:** OCTOBER 17, 2023
**RE:** Public Hearing – Closeout of SCDP Grant Round
**DEPT:** EDA
**CONTACT:** Tiffany Lamb, EDA Director, at 832-8661 or tiffany.lamb@windommn.com

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**Recommendations/Options/Action Requested**

Staff recommends that the City Council hold the public hearing on the closeout of the 2018-2022 SCDP Grant Round.

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**Issue Summary/Background**

On October 3rd, the City Council called for a public hearing on the closeout of the 2018-2022 Small Cities Development Program Grant Round. The purpose of the program was the rehabilitation of owner-occupied single-family homes owned by low to moderate income property owners in the designated target area (a segment of the properties lying east of Highways 60/71).

Projects that were in process have been completed and the program requirements include a holding a public hearing, at the time of closeout of the grant, to receive any public comments on the previous grant round.

A representative from the Southwest Minnesota Housing Partnership will provide a presentation summarizing the grant round and the results. Following the presentation and public hearing, no further action is required by the City Council.

**Fiscal Impact**

There should be no fiscal impact to the City.

**Attachments**

1. Public Hearing Notice.

TL:mah

**CITY OF WINDOM, MINNESOTA**
**PUBLIC HEARING NOTICE**
**SMALL CITIES DEVELOPMENT PROGRAM**
**2018-2022 PROJECT CLOSEOUT**

Notice is hereby given that the City Council of Windom, Minnesota, will hold a public hearing concerning the closeout of the 2018-2022 Small Cities Development Program. In this program, the City of Windom received funds through the Minnesota Department of Employment & Economic Development for rehabilitation of single-family owner-occupied housing. The purpose of the public hearing is to provide a summary concerning the projects completed in the designated target area and to receive public comment on the end results of the program.

The public hearing will be held in the **City Council Chambers at City Hall, 444 Ninth Street, Windom, Minnesota, on Tuesday, October 17, 2023, during the regular City Council Meeting which begins at 6:30 p.m.**

All interested citizens of Windom are invited to attend and provide comments, either orally or in writing, on this completed housing rehabilitation project.

BY ORDER OF THE WINDOM CITY COUNCIL
Steven Nasby, City Administrator
444 9th Street
P. O. Box 38
Windom, MN 56101
Phone: 507-831-6129

Published: Cottonwood County Citizen (October 4, 2023)

# ACTION ITEM

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

**TO:** CITY COUNCIL
**FROM:** TIFFANY LAMB, EDA DIRECTOR
**CC MEETING DATE:** OCTOBER 17, 2023
**RE:** Approval of Amendment of TIF Agreement with Windom Apartments LLC
**DEPT:** EDA
**CONTACT:** Tiffany Lamb, EDA Director, at 832-8661 or tiffany.lamb@windommn.com

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**Recommendations/Options/Action Requested**

Staff recommends that the City Council review and approve the "Amendment of Contract for Private Redevelopment" between the City of Windom and Windom Apartments LLC.

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**Issue Summary/Background**

On October 3rd, the City Council accepted the Special Appropriation from the State of Minnesota which included funds of $10,000,000 to facilitate completion of the Windom HyLife Affordable Housing Development. These funds are to be loaned by the City to the Apartment Owner/Developer, Windom Apartments LLC. Also on October 3rd, the City Council approved the Grant Agreement with the Minnesota Department of Employment and Economic Development ("DEED") for the administration of the special appropriation.

Background: In June 2022, the City Council approved a Contract for Private Redevelopment ("the Contract") between the City of Windom and Windom Apartments LLC ("the Developer") which covered property owned by the Developer located at 1925 North Redding Avenue. The Developer was to construct workforce housing apartments on this property and comply with other requirements of the Contract in exchange for the receipt of tax increment (over a period of years) in an amount not to exceed $983,316.

After award of the special appropriation, City Staff and the Developer engaged in negotiations concerning the loan of these funds. The Developer had verbally agreed to relinquish its rights to receive tax increment, pursuant to the Contract, as a requirement of approval of the loans set forth in the loan documents.

On October 3rd, the City Council approved the proposed loan documents between the City of Windom and Windom Apartments LLC. This approval was contingent on Windom Apartments LLC's agreement to relinquish its rights to receipt of tax increment.

An Amendment of Contract for Private Redevelopment was prepared for this purpose and reviewed by the City's TIF Attorney and the Developer. Subsequently upon their approval, the Amendment was executed by the Developer and also by the Mayor and City Administrator subject to review and approval by the City Council.

Following review of the Amendment by the TIF Attorney, he has advised that a Resolution is not required to extinguish the City's obligation to pay tax increment to the Developer, pursuant to the Contract, because the Amendment of the Contract has been executed by both parties. He has advised that Amendment of the Contract can be approved by motion.

## Fiscal Impact

There should be no fiscal impact for the City to approve the Amendment of Contract for Private Redevelopment. Approval of this Amendment will allow the real estate taxes generated by this property to be distributed by the County Auditor's Office in the same way as taxes for other non-TIF properties are distributed to the taxing entities.

## Attachments

1. Amendment of Contract for Private Redevelopment.

TL:mah

## AMENDMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT

This AMENDMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT is made and entered into effective on the date of signature by all parties by and between the CITY OF WINDOM, MINNESOTA, a municipal corporation and public subdivision under the laws of the State of Minnesota, (the "City") and WINDOM APARTMENTS LLC, a Minnesota limited liability company, (the "Developer").

**WITNESSETH:**

**WHEREAS,** the City and the Developer entered into a Contract for Private Redevelopment dated as of June 21, 2022, (the "Contract") which Contract is incorporated herein and made a part hereof by reference, providing for the redevelopment by the Developer of certain real property located within the City of Windom, Minnesota (the "Development Property"), which Development Property is located at 1925 North Redding Avenue, Windom, Minnesota, and legally described as:

Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota, EXCEPT the East 65 feet thereof, *more particularly described on Exhibit "A" attached hereto*; and

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

**WHEREAS,** HyLife had entered into an agreement with the Developer for the construction of workforce housing units ("apartment project") on the Development Property; and

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

**WHEREAS,** on May 9, 2023, the City Council adopted a Resolution requesting financial assistance from the State of Minnesota on behalf of the City for, among other requests, a request for assistance for the completion of the apartment project; and

**WHEREAS,** in May 2023, the Minnesota Legislature and the Governor approved a special appropriation in House File 1938/Senate File 1811 Article 15, Section 33 including a housing appropriation; and

**WHEREAS,** the Minnesota Department of Employment and Economic Development ("DEED") was designated as the administrator of the housing appropriation; and

**WHEREAS,** the City has entered into a Grant Contract Agreement with DEED for the distribution of the housing appropriation which is set forth as follows:

A. $10,000,000 for expenses related to facilitate completion of the Windom HyLife Affordable Housing Development delineated as follows:

$2,491,731.67 for debt repayment;
$2,808,268.33 for construction costs incurred;

$4,700,000.00 new loan from City to Housing Developer (Windom Apartments LLC); and

**WHEREAS,** to facilitate the disbursement of these funds to the Developer, the following loan documents have been prepared: Financial Assistance Plan Loan Agreement; Bridge Loan Promissory Note; Permanent Financing Promissory Note; Guaranty by Headwaters Development LLC, a Minnesota limited liability company, as Managing Member of the Developer; and Security Agreement; and

**WHEREAS,** the Developer has verbally agreed to relinquish its rights to receipt of tax increment pursuant to the Contract; and

**WHEREAS,** on October 3, 2023, the Windom City Council approved the foregoing loan documents contingent on an amendment to the existing Development Agreement (Contract) to relinquish all TIF funds; and

**WHEREAS,** the parties wish to document this verbal agreement as a written amendment of the Contract.

**NOW, THEREFORE,** the parties hereby agree as follows:

Section 1. The Developer hereby relinquishes all rights to the tax increment set forth in Section 4.2, entitled "Financing for Certain Site Improvement Costs" including Subsections (a), (b), (c), and (d) of Section 4.2. The parties agree these subsections shall be null and void pursuant to this Amendment of Contract for Private Redevelopment.

Section 2. The parties agree that the provisions of Section 4.3, entitled "No Representation Regarding Available Tax Increment"; Section 7.2, entitled "Tax Increment"; Section 7.4., entitled "Qualification of the TIF District"; and Section 7.5, entitled "Available Tax Increment Deficiencies" shall also be null and void pursuant to this Amendment of Contract for Private Redevelopment.

Section 3. All of the other terms and provisions of the Contract for Private Redevelopment between the City and the Developer dated June 21, 2022, shall remain in full force and effect.

Section 4. This Amendment of Contract for Private Redevelopment may be executed in any number of counterparts each of which shall, for all purposes, be deemed to be an original and all of which are identical. All such counterparts together shall constitute but one instrument. Counterpart facsimile signatures shall be binding upon parties transmitting such facsimile signatures. If this Amendment is executed by such facsimile method, the Developer shall deliver original signatures to the City.

Section 5. The parties agree that the City shall be responsible to record a Memorandum of this Amendment of Contract for Private Redevelopment (the language of which is approved by the Developer) with the County Recorder and to pay the recording fee.

*(The remainder of this page is intentionally left blank with a signature page to follow.)*

**IN WITNESS WHEREOF,** the parties have executed this **AMENDMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT** as of the dates set forth below.

**CITY OF WINDOM, MINNESOTA**

By Dominic Jones

Dominic Jones, Mayor

By S. Nasby

Steven Nasby, City Administrator

**STATE OF MINNESOTA )**
**) ss.**
**COUNTY OF COTTONWOOD)**

The foregoing instrument was acknowledged before me this 6th day of October, 2023, by Dominic Jones, Mayor, of the City of Windom, Minnesota, on behalf of the City of Windom.

MARY ANN HENSEN
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

Mary Ann Hensen

Notary Public

**STATE OF MINNESOTA )**
**) ss.**
**COUNTY OF COTTONWOOD)**

The foregoing instrument was acknowledged before me this 6th day of October, 2023, by Steven Nasby, City Administrator, of the City of Windom, Minnesota, on behalf of the City of Windom.

MARY ANN HENSEN
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2025

Mary Ann Hensen

Notary Public

**IN WITNESS WHEREOF**, the parties have executed this **AMENDMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT** as of the dates set forth below.

**CITY OF WINDOM, MINNESOTA**

By____________________________________
Dominic Jones, Mayor

By____________________________________
Steven Nasby, City Administrator

**STATE OF MINNESOTA )**
**) ss.**
**COUNTY OF COTTONWOOD)**

The foregoing instrument was acknowledged before me this _____ day of ____________. 2023, by Dominic Jones and Steven Nasby, the Mayor and City Administrator, respectively, of the City of Windom, Minnesota, on behalf of the City of Windom.

____________________________________
Notary Public

**WINDOM APARTMENTS LLC**

By: ____________________________________
Michael J. Hoagberg, its Manager

**STATE OF MINNESOTA )**
**) ss.**
**COUNTY OF** DAKOTA )

The foregoing instrument was acknowledged before me this 9TH day of OCTOBER, 2023, by Michael J. Hoagberg, as Manager of Windom Apartments LLC, a Minnesota limited liability company, on behalf of Windom Apartments LLC.

JAY EDWARDS
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

____________________________________
Notary Public JAY M EDWARDS

EXHIBIT "A"
to
AMENDMENT OF CONTRACT FOR PRIVATE REDEVELOPMENT

(Legal Description of Apartment Buildings' Property)

Lot 6 in Block 2 of Windom Industrial Park Subdivision in the City of Windom, Cottonwood County, Minnesota **excepting therefrom** the following described tract:

Commencing at the Northeast corner of said Lot 6 which is the point of beginning of this excepted tract; thence Southwesterly along the Easterly line of said Lot 6 a distance of 514.26 feet, more or less, to the Southeast corner of said Lot 6; thence West on and along the South line of said Lot 6 a distance of 65.00 feet; thence Northeasterly along a line which is parallel with the Easterly line of said Lot 6 a distance of 514.26 feet, more or less, to the North line of said Lot 6; thence East along the North line of said Lot 6 a distance of 65.00 feet, more or less, to the point of beginning of this excepted tract.

# RESOLUTION #2023-

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

## RESOLUTION SUPPORTING PURSUIT OF LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MnDOT FOR THE 2023 10TH STREET/RIVER ROAD RECONSTRUCTION PROJECT

**WHEREAS,** the Minnesota Department of Transportation (MnDOT) is accepting applications for the 2020 Local Road Improvement Program; and

**WHEREAS,** the 10th Street/River Road Reconstruction Project which consists of removal and replacement of the street surfacing along 10th Street from State Hwy 60 to River Road and River Road to CSAH 13 within the City of Windom is a project that would qualify for funding through this program; and

**WHEREAS,** the City represents that the proposed reconstruction of 10th Street/River Road from State Hwy 60 to CSAH 13 meets the requirements of the Local Road Improvement Program (LRIP) thereby allowing the Project to receive LRIP grant funding up to the requested award amount of $1,500,000; and

**WHEREAS,** the City has the capability to adequately fund its local cost share for this reconstruction project; and

**WHEREAS,** the City agrees to comply with all applicable laws and regulations as stated in the grant agreement; and

**WHEREAS,** the City has the necessary capabilities to adequately develop, implement, manage, and maintain this public improvement project; and

**WHEREAS,** the timetable for construction of the proposed 10th Street/River Road Reconstruction Project is 2024-2025.

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

1. The City Council hereby supports the removal and replacement of the street surfacing along 10th Street from State Hwy 60 to River Road and River Road to CSAH 13 within the City of Windom as part of the 2024-2025 10th Street/River Road Reconstruction Project.

2. The City Council hereby supports the City's pursuit of Local Road Improvement Program (LRIP) funding and authorizes staff to prepare and submit such application.

3. The City Council hereby seeks the support, by resolution, of Cottonwood County to act as Sponsor for the City of Windom's Local Road Improvement Program funding application and the associated 10th Street/River Road Reconstruction Project, and furthermore the City Council hereby provides assurance that the City of Windom will pay all costs associated with the project and that city staff will ensure that all aspects of LRIP funding requirements are met and the project's schedule is adhered to as required.

Adopted by the Council this 17th day of October, 2023.

____________________________
Dominic Jones, Mayor

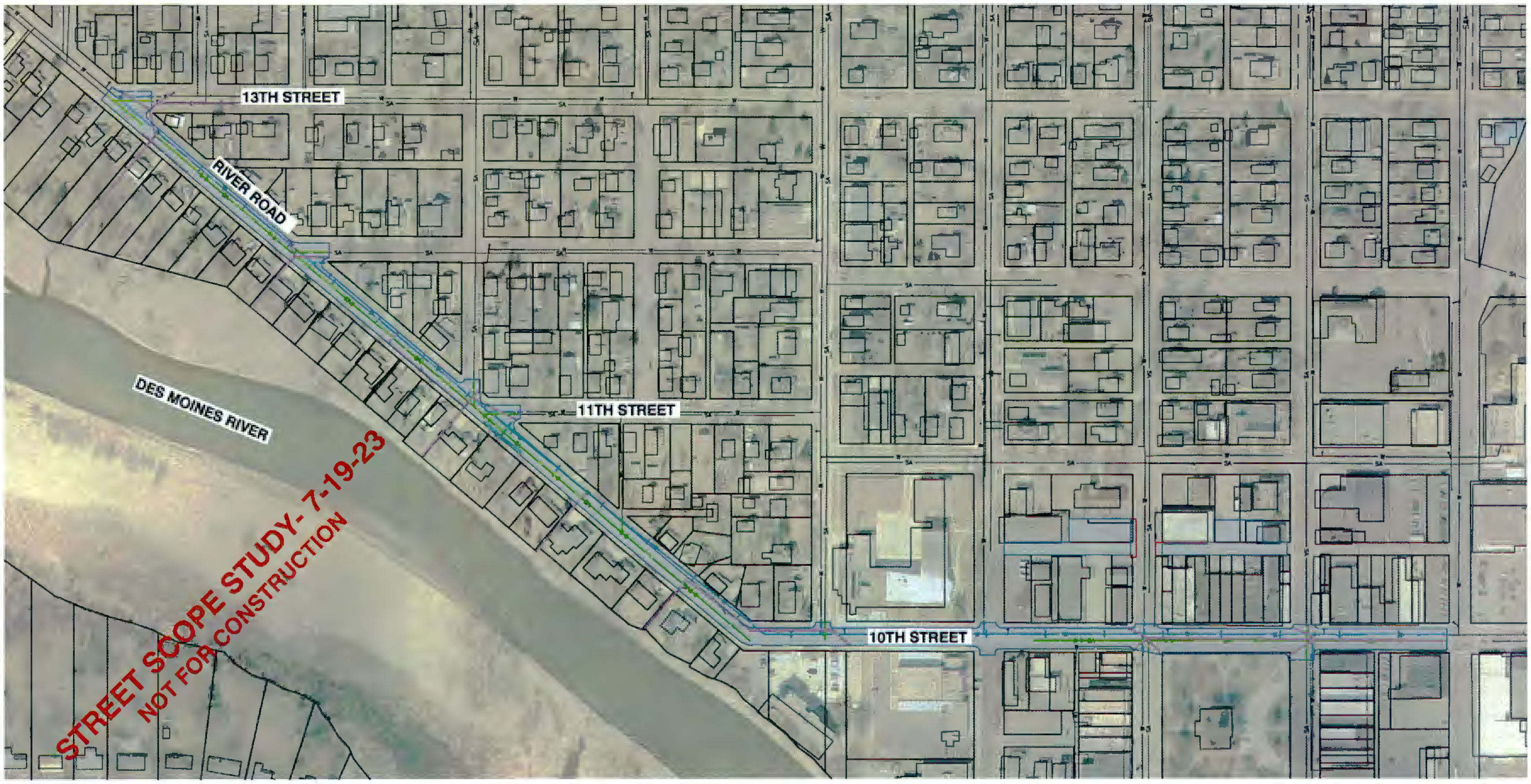
Attest:____________________________
Steve Nasby, City Administrator

-6" BITUMINOUS ROAD RECONSTRUCTION W/
PCC CURB & GUTTER
-12" SUBGRADE PREPARATION
-12" AGGREGATE BASE
-REPLACE VALLEY GUTTERS
-REPLACE 6" CONCRETE DRIVEWAYS
-REPLACE SANITARY AND WATER MAIN
-REPLACE STORM SEWER AND INTAKES

COST- ESTIMATED $5.69M

N

GRAPHIC SCALE




| REV | DATE | DESCRIPTION | | | | | |
|---|---|---|---|---|---|---|---|
| | | | DGR ENGINEERING | Project Manager: DLV<br>Designer: DLV<br>Project Number: 373179<br>Phone: (712) 472-2531 | STREET IMPROVEMENTS<br>WINDOM, MINNESOTA | PROJECT SCOPE<br>10TH STREET | SHEET D.02 |

# 2024 10th Street Improvements
# Preliminary Quantities & Cost Opinion
# Windom, Minnesota

**July 19, 2023**

| ITEM NO. | NO. OF UNITS | ITEM DESCRIPTION | UNIT COST | | TOTAL ITEM COST |
|---|---|---|---|---|---|
| **Paving** | | | | | |
| 1. | 1 L.S. | Mobilization and Traffic Control | $500,000.00 /L.S. | = | $500,000.00 |
| 2. | 18,400 sq. yds | Pavement Milling/Removal | $6.00 /sq. yd. | = | $110,400.00 |
| 3. | 8,500 cu. yd. | Common excavation | $15.00 /cu. yd. | = | $127,500.00 |
| 4. | 20,100 sq. yd. | 12" Subgrade preparation | $3.00 /sq. yd. | = | $60,300.00 |
| 5. | 20,100 sq. yd. | Aggregate Base | $12.00 /sq. yd. | = | $241,200.00 |
| 6. | 9,830 sq. yd. | Aggregate Stablilization | $20.00 /sq. yd. | = | $196,600.00 |
| 7. | 9,830 sq. yd. | Geotextile Fabric Type IV | $4.00 /sq. yd. | = | $39,320.00 |
| 8. | 7,675 ln. ft. | Curb and Gutter | $23.00 /ln. ft. | = | $176,525.00 |
| 9. | 450 sq. yd. | Valley Gutter | $125.00 /sq. yd. | = | $56,250.00 |
| 10. | 6,200 ton | Bituminous Pavement, 6" | $130.00 /ton | = | $806,000.00 |
| 11. | 1,000 sq. yd. | 6" Concrete Driveway Pavement | $100.00 /sq. yd. | = | $100,000.00 |
| 12. | 1,700 sq. yd. | 6" Concrete Walk | $120.00 /sq. yd. | = | $204,000.00 |
| 13. | 424 sq. ft. | Detectable Warning | $60.00 /sq. ft. | = | $25,440.00 |
| 14. | 1.0 L.S. | Maintain & Restoration of Access | $16,500.00 /L.S. | = | $16,500.00 |
| 15. | 30 ea. | Remove, Salvage, and Reinstall Sign | $300.00 /ea. | = | $9,000.00 |
| 16. | 1.0 L.S. | Temporary Mail Service | $5,000.00 /L.S. | = | $5,000.00 |
| 17. | 1,000 ln. ft. | Silt Fence/Bio Wattles/ Filter Sock | $8.00 /ln. ft. | = | $8,000.00 |
| 18. | 1.20 acre | Seeding, Fertilizing and Hydro Mulching | $7,000.00 /ac. | = | $8,400.00 |
| 19. | 4,500 sq. yd. | Terrace Grading | $5.00 /sq. yd. | = | $22,500.00 |
| 20. | 500 sq. yd. | Erosion Control Blanket | $5.50 /sq. yd. | = | $2,750.00 |
| 21. | 1.0 L.S. | SWPPP Management | $20,000.00 /L.S. | = | $20,000.00 |
| | | Construction Subtotal | | | $2,735,685.00 |
| | | Contingencies (10%) | | | $273,315.00 |
| | | Engineering and Testing | | | $361,000.00 |
| | | **Estimated Subtotal** | | | **$3,370,000.00** |
| **Water Main** | | | | | |
| 21. | 350 ln. ft. | 6" C900 Water Main | $50.00 /ln. ft. | = | $17,500.00 |
| 22. | 2,300 ln. ft. | 8" C900 Water Main | $60.00 /ln. ft. | = | $138,000.00 |
| 23. | 1,500 ln. ft. | 10" C900 Water Main | $65.00 /ln. ft. | = | $97,500.00 |
| 24. | 11 ea. | 10" Tee | $1,500.00 /ea. | = | $16,500.00 |
| 25. | 6 ea. | 8" Tee | $1,250.00 /ea. | = | $7,500.00 |
| 26. | 10 ea. | 45d Bends | $850.00 /ea. | = | $8,500.00 |
| 27. | 14 ea. | Reducer | $1,000.00 /ea. | = | $14,000.00 |
| 28. | 13 ea. | 6" Gate Valve | $2,500.00 /ea. | = | $32,500.00 |
| 29. | 3 ea. | 8" Gate Valve | $4,500.00 /ea. | = | $13,500.00 |
| 30. | 4 ea. | 10" Gate Valve | $6,000.00 /ea. | = | $24,000.00 |
| 31. | 10 ea. | Connect to Existing Water | $2,000.00 /ea. | = | $20,000.00 |
| 32. | 3,000 ln. ft. | Cl. 200 Water Service | $36.00 /ln. ft. | = | $108,000.00 |
| 33. | 68 ea. | Curb Stop w/box | $750.00 /ea. | = | $51,000.00 |
| 34. | 68 ea. | Corp Stop | $675.00 /ea. | = | $45,900.00 |
| 35. | 7 ea. | Fire Hydrant | $6,000.00 /ea. | = | $42,000.00 |
| 36. | 1.0 L.S. | Temporary Water Service | $27,500.00 /L.S. | = | $27,500.00 |
| | | Construction Subtotal | | | $663,900.00 |
| | | Contingencies (10%) | | | $66,100.00 |
| | | Engineering and Testing | | | $88,000.00 |
| | | **Estimated Subtotal** | | | **$818,000.00** |

## 2024 10th Street Improvements
## Preliminary Quantities & Cost Opinion
## Windom, Minnesota

**July 19, 2023**

**Sanitary Sewer**

| | | | | | |
|---|---|---|---|---|---|
| 37. | 3,450 ln. ft. | 8" SDR-26 Sanitary Sewer Service | $65.00 /ln. ft. | = | $224,250.00 |
| 38. | 13 ea. | 48' Circular Sanitary Sewer Manhole | $7,650.00 /ea. | = | $99,450.00 |
| 39. | 3,000 ln. ft. | 4" SDR-26 Sanitary Sewer Service | $45.00 /ln. ft. | = | $135,000.00 |
| 40. | 68 ea. | Wye | $700.00 /ea. | = | $47,600.00 |
| 41. | 10 ea. | Connect to Existing Sanitary | $1,500.00 /ea. | = | $15,000.00 |
| 42. | 750 ton | Special Rock Bedding | $40.00 /ton | = | $30,000.00 |
| 43. | 1.0 L.S. | Dewatering | $33,000.00 /L.S. | = | $33,000.00 |
| | | Construction Subtotal | | | $584,300.00 |
| | | Contingencies (10%) | | | $58,700.00 |
| | | Engineering and Testing | | | $77,000.00 |
| | | **Estimated Subtotal** | | | **$720,000.00** |

**Storm Sewer**

| | | | | | |
|---|---|---|---|---|---|
| 44. | 2,000 ln. ft. | 15" RCP Storm Sewer | $70.00 /ln. ft. | = | $140,000.00 |
| 45. | 200 ln. ft. | 18" RCP Storm Sewer | $80.00 /ln. ft. | = | $16,000.00 |
| 46. | 750 ln. ft. | 24" RCP Storm Sewer | $100.00 /ln. ft. | = | $75,000.00 |
| 47. | 400 ln. ft. | 48" RCP Storm Sewer | $250.00 /ln. ft. | = | $100,000.00 |
| 48. | 25 ea. | Single Grate Intake | $3,200.00 /ea. | = | $80,000.00 |
| 49. | 11 ea. | Storm Manhole | $6,500.00 /ea. | = | $71,500.00 |
| 50. | 6 ea. | Connect to Existing Storm Sewer | $1,500.00 /ln. ft. | = | $9,000.00 |
| 51. | 7,700 ln. ft. | 4" Perforated subdrain | $14.00 /ln. ft. | = | $107,800.00 |
| 52. | 40 ea. | Subdrain Intake Outlet | $500.00 /ea. | = | $20,000.00 |
| 53. | 25 ea. | Storm Drain Inlet Protection | $500.00 /ea. | = | $12,500.00 |
| | | Construction Subtotal | | | $631,800.00 |
| | | Contingencies (10%) | | | $63,200.00 |
| | | Engineering and Testing | | | $84,000.00 |
| | | **Estimated Subtotal** | | | **$779,000.00** |
| | | **Estimated Construction Subtotal Cost** | | | **$4,615,685.00** |
| | | **Estimated Total Construction Cost** | | | **$5,687,000.00** |

*Estimated 2024 Construction Prices.
*Does not include mitigation for removing abandoned steam tunnels.
*Does not include mitigation for contaminated soils.

# Board of County Commissioners
# Cottonwood County

900 Third Avenue
Windom, Minnesota 56101
Phone: 507.831.5669 FAX: 507.831.1183
**E- mail: kelly.thongvivong@co.cottonwood.mn.us**
**Website: www.co.cottonwood.mn.us**

**Chairperson:**

**Larry Anderson**
**First District**
29124 340th Avenue
Westbrook, MN 56183
507-822-1331

**Vice-Chairperson:**

**Norman Holmen**
**Fourth District**
28606 County Road 1
Comfrey, MN 56019
507-877-3243

**Members:**

**Kevin Stevens**
**Second District**
700 Plum Avenue
Windom, MN 56101
507-831-4969

**Donna Gravley**
**Third District**
1158 Prospect Avenue
Windom, MN 56101
507-822-0403

**Tom Appel**
**Fifth District**
36810 County Rd 8
Mt. Lake, MN 56159
507-427-3825

**County Coordinator:**

**Kelly Thongvivong**
900 Third Ave.
Windom, MN 56101
507-831-5669


**Resolution 23-10-03B**
**Resolution of Sponsorship for Sponsoring Agency**

The following Resolution was offered by Commissioner Holmen and moved for adoption at a Regular Meeting held on October 3, 2023 at the Cottonwood County Courthouse, Windom, MN:

**WHEREAS**, the City of Windom is a city with a population under 5,000; and

**WHEREAS,** the City of Windom would like to submit a project for Local Road Improvement Program Funds; and

**WHEREAS,** the City of Windom has requested Cottonwood County be the sponsoring agency; and

**WHEREAS,** the City of Windom will engage its own engineers to prepare plans, specifications, bids and construction management services;

**NOW THEREFORE BE IT RESOLVED,** that Cottonwood County, Minnesota agrees to act as sponsoring agency for a Local Road Improvement Program Project identified as 10th Street from Highway 60/71 to Cottonwood County CSAH 13 in the City of Windom and has reviewed and approved the project as proposed. Sponsorship includes a willingness to act as fiscal agent. City of Windom will secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to it completion, with compliance of all applicable laws, rules, and regulations;

**BE IT FURTHER RESOLVED,** that the Cottonwood County Highway Engineer is hereby authorized to act as agent on behalf of this applicant.

Seconded by Commissioner Appel and the same being put to a vote was duly carried. This Resolution shall be effective immediately and without publication.

Adopted by the following vote: Ayes 4 Nays –

Dated this 3rd day of October, 2023

ATTEST:

Larry Anderson, Board Chair

Donna Torkelson, Auditor/Treasurer

**DEPARTMENT OF TRANSPORTATION**

# Local Road Improvement Program

**2020 Application Form**

State Aid for Local Transportation

| **A. Applicant Information** | | |
|---|---|---|
| 1. Name (First & Last): Steve Nasby | 2. Phone Number: 507-831-6129 | |
| 3. E-mail: Steve.Nasby@windommn.com | 4. Agency Type: Small City (Population < 5,000) | |
| 5. Agency Name: City of Windom | | |
| 6. Street Address: 444 9th Street, PO Box 38 | | |
| 7. City: Windom | 8. State: MN | 9. Zip Code: 56101-0038 |
| 10. Sponsoring County and County Engineer name **(required if applicant is small city or township)**<br>Cottonwood County - County Highway Engineer Nick Klisch | | |

| **B. Project Location** | |
|---|---|
| 1. MnDOT District: D7 | 2. County: Cottonwood |
| 3. City: Windom | 4. Township: Great Bend |
| 5. Name of Road: 10th Street & River Road | 6. Type of Road: Local Street |
| 7. Road Authority Type *(which agency owns and has jurisdiction of the road)*: Small City (Population < 5,000) | |
| 8. Project Termini: From Hwy 60-71 | 9. To: CSAH 13 |

**C. Project Description**

1. Type of Project. Reconstruction

2. Select the LRIP Account requested for funding. Routes of Regional Significance

3. Provide a summary of the proposed project and the transportation deficiencies that will be eliminated, including a description of operational and general safety benefits of the project. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under Section D3.

This reconstruction project will complete the corridor improvement that was started in 2018 by Cottonwood County. A segment of River Road is part of CSAH 13 and is outside of the scope of this improvement. This CSAH 13/River Road segment was completed by Cottonwood County as part of their 2018 resurface project. The remaining seven blocks of River Road and 10th Street are City Streets and will be the final section to finish the street improvements of River Road and 10th Street.

The project entails reconstruction of seven blocks of 10th Street/River Road from CSAH 13 to Hwy 60/71 The project will restore the road quality of this 10-ton route in order to maintain the key connection from CSAH 13 through downtown Windom to US Hwy 60/71. As a key part of the project, the City intends on replacement of existing underground utility infrastructure to maximize the lifespan of the new road segment.

The existing street consists of a bituminous surface over a granular base between existing concrete curb and gutter. The existing bituminous surface consists of a combination of bituminous overlay, seal coat and underlying concrete pavement in the east two blocks. The bituminous surface is showing significant distress, cracking and an increasing number of surface and roadbed failures causing potholes and heaving. The distressed pavement is impairing storm water shedding, further deteriorating the existing pavement base. Curb and gutter on both sides is also in poor condition and will need to be removed and replaced.

The reconstructed project will provide a smoother ride for vehicle passengers, restored storm water conveyance system and safer pavement system for passengers and maintenance equipment. The project will also include safety enhancements such as pedestrian ADA ramps and pedestrian pavement markings. The intersection with Hwy 60 will include a new stop bar at the existing light-controlled intersection.

## D. LRIP Account Considerations and Eligibility

### *D1. Trunk Highway Corridor Account Considerations and Eligibility*

1. Describe the state trunk highway project and how the local road(s) will be impacted by the trunk highway project. Funds from this account are for local road improvements impacted by trunk highway projects where local agencies have cost responsibility. It is not intended to be used for improvements or projects on the trunk highway or within the trunk highway corridor right of way that require local cost sharing per MnDOT's Cost Participation Policy.

### *D2. Routes of Regional Significance Account Considerations and Eligibility*

1. For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

- [x] Farm to Market route
- [x] Part of a 10-ton route network
- [x] Part of an economic development plan
- [ ] Connect to regional tourist destination
- [ ] Provides capacity or congestion relief to a parallel trunk highway system or county road
- [x] Is a connection to the regional system, trunk highway, or a county road

2. Describe the number of persons and potential multiple local agencies that will be positively impacted by the project and how they will benefit.

The improvement project provides crucial access to employment, businesses, education, Federal, City, County, State offices, Law Enforcement and Emergency Services for all the residents in Cottonwood County and surrounding area.

Local agencies within the project include:State of Minnesota District Court, Court Administrator, Cottonwood County Coordinator, Assessor, Auditor, Recorder, Treasurer, Sheriff, Probation Officer, Attorney and Environmental Office; Cottonwood Soil & Water District Conservation District, City of Windom City Clerk/Administrator, EDA, Planning and Zoning, Police Department, Telecom Department, Fire Department and Ambulance Department. HRA – Housing and Redevelopment Authority; City of Windom Chamber of Commerce, BARC –Business, Arts and Recreation Center - Non-profit, Windom Area Schools and USDA Farm Service Office.

Cottonwood County Population 11,216 - Households 4,811
City of Windom Population 4,514 - Households 1,998

The Community will benefit from the completion of River Road to Hwy 60 & 7. The reconstruction project will provide access, safety, economic and social development for the area. Roads make a crucial contribution to economic development and growth and bring important social benefits. Maintaining road infrastructure is essential to preserving small cities.

Due to the recent expansion of HyLife, a local pork plant that has created over 980 jobs and anticipates hiring additional employees as they work toward operations of a second shift the City of Windom is experiencing growth of businesses and population. This expansion has put additional pressure to maintain the local road system to facilitate local services provided by agencies and businesses and future economic growth from increased demand for services and goods caused by the additional population and employees of HyLife.

Sidewalk updates and connections will provide safe routes for School.

| *D2. Routes of Regional Significance Account Considerations and Eligibility* |
|---|
| 3. Describe the project contribution to the local, regional or state economy, and economic development or redevelopment efforts. |
| Tenth Street to River Road and River Road to CSAH 13 is a major city artery that provides access to US Hwy 60 & 71 for a majority of neighborhoods within the City of Windom. The street is a central community and neighborhood connection to major highways and the central business district. The street also provides access from rural areas of the county to the state and county highway systems and Windom's central business district.<br><br>In the City of Windom's Active Living Plan, 10th Street to River Road is defined as a Connector Street. The Active Living Plan definition - A Connector Street connects primary destination and is a higher traffic volume street. A Connector Street requires the highest level of pedestrian amenities, since it provide connections to primary destinations. The numerous destinations and trip types contribute to 10th Street to River Road serving as a Connector Street in Windom.<br><br>These primary destinations also have an economic development benefit. River Road provides the corridor access to businesses, City, County, State and Federal services, and is the primary connection to Windom's Central Business District. There is a high density of businesses in the Central Business District. The Central Business District includes the Cottonwood County Court House, District Court, Cottonwood County Law Enforcement Center, City of Windom Emergency Services Facility (Fire & Ambulance), City Hall and businesses around the Downtown Square.<br><br>The corridor also includes connection to the nonprofit organization, Windom's Business, Art and Recreation Center (BARC) and HRA Riverview Apartments which provides a Low-Rent program based on income-eligibility for rental property providing housing opportunities for seniors, persons with disabilities and general occupancy.<br><br>River Road also is a primary route to Windom Area Schools and Windom Country Club Golf Course. River Road provides access to the school facilities which includes the High School, Middle School, and Elementary School. Area and regional users require access to the facility and campus for education, sporting events and activities including community events and regional events that are held at the schools. |

| *D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)* |
|---|
| 1. Is this project on a County State Aid Highway? No |
| 2. Is this project or components of this project identified in a County Road Safety Plan? - please select - |
| 3. Identify the appropriate focus area that your project/safety strategy aligns with in the Minnesota Strategic Highway Safety Plan. - please select - |

*D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)*

4. Identify the type of crash or safety hazard this project is trying to address. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

5. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

## E. Project Readiness and Ability to Maintain

1. Estimated Construction Year: 2022

2. Are there railroad impacts (RR xing or RR tracks within 600' of the project)? No RR xings or tracks within 600'

3. What is the status of the engineering and design work on the project? Design work not started

The City of Windom has engaged DGR Engineering for preliminary design, cost estimates, feasibility study and preliminary assessments.

4. Has this project been selected for federal funding, and if so what year in the STIP? No

5. Is right of way acquisition required? If so, describe the status of these efforts. No ROW

6. Describe the local agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion.

The City of Windom's Municipal Public Works/Street Department currently maintains 35+ miles of city streets, including crack filling, seal coating, snow removal and general maintenance.

## F. Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized and/or transit users on this project.

The sidewalk improvement will provide safe routes for walkers, bikers, school children and persons with mobility devices. The replacement will provide a connection to local shopping and the local grocery store for the residents in the neighborhood.

Users include residents at HRA Riverview Apartments, downtown apartments, surrounding neighborhood and users of the downtown business district. Existing sidewalk that is currently in poor condition will be replaced and will be upgraded to provide ADA accessibility and pedestrian pavement markings for pedestrian and mobility devices in the downtown business district and along 10th Street to River Road. The Hwy 60/71 intersection will include a new stop bar at the existing light-controlled intersection to facilitate safer crossing.

The sidewalk replacement would also become part of a future safe route to school project once funding is obtained to complete the final connection to the school.

## G. Estimated Project Cost

**Source of Funding**

1. LRIP Request: $ 1,250,000.00
2. Federal Funds: $ 0.00
3. State Aid Funds: $ 0.00
4. Local/Other Funds: $ 2,966,000.00
5. MnDOT Trunk Highway Funds: $ 0.00
6. Total Project Cost: $ 4,216,000.00

## H. Attachments

- [■] At least one project location map with routes and project termini labeled
- [■] Engineer's Estimate with an itemized breakdown
- [■] Project schedule
- [■] Local agency resolution
- [■] Resolution of support from sponsoring county agreeing to be sponsor and agreeing to perform sponsor tasks as identified above in section "Project Selection" (required for applications by townships and cities under 5,000 population)
- [■] Other letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP_RamseyCounty_CSAH30.pdf.

The application and attachments are due by 4:00 p.m. on **March 3, 2021**. Applications and attachments should be submitted electronically to saltirhelp.dot@state.mn.us. Please limit the file size transmitted via email to no more than 10 MB. State Aid will send a reply acknowledging receipt of the application. If you haven't received a reply from State Aid within a few days of submittal, send an email to saltirhelp.dot@state.mn.us to inquire about the status of the application.

More information is available at:

- LRIP website at: http://www.dot.state.mn.us/stateaid/lrip.html.
- PowerPoint on LRIP at: http://www.dot.state.mn.us/stateaid/training/lrip.pptx

If you have questions regarding this solicitation, contact Marc Briese at 651-366-3802 or marc.briese@state.mn.us.

# COMMUNITY POLICING SERVICES AGREEMENT

This Community Policing Services Agreement ("Agreement") is made this 17h day of October, 2023, by and between Windom Area Hospital d/b/a Windom Area Health, with offices at 2150 Hospital Dr., Windom, MN 56101 ("WAH"), and the City of Windom, MN, with offices at 444 9th Street, Windom, MN 56101 ("City"). The parties may at times be referred to in this Agreement individually as a "party" and collectively as the "parties."

## RECITALS

WHEREAS, WAH is a hospital system that provides various medical-related services to patients from the southwest Minnesota area;

WHEREAS, the City operates a police department ("WPD") that provides law enforcement services in the WAH community or surrounding areas through trained and qualified law enforcement officers ("Officers");

WHEREAS, the parties previously entered into a Community Policing Memorandum dated May 5, 2021 ("Memorandum") whereby Officers performed community policing and training services at WAH as part of a pilot program that concluded on July 1, 2023; and

WHEREAS, the parties desire to have WPD's Officers continue the provision of community policing and related services at WAH pursuant to the terms and conditions outlined in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term and Termination. Unless terminated earlier as outlined below, the term of this Agreement will be for two (2) years commencing on July 1, 2023 and continuing through June 30, 2025 This Agreement may be terminated at any time upon mutual consent of the parties. In addition, either party may terminate this Agreement without cause upon ninety (90) days' written notice to the other party.

2. Community Policing and Training Services. During the term of this Agreement, the City will make available WPD Officers to perform community policing services at WAH for a minimum of 500 hours (including at least 250 hours for each year of the term). The parties agree that the Officers will perform such community policing services predominately between the hours of 9:00 am and 9:00 pm (Mondays - Sundays), provided that the City and/or WPD will have sole discretion on the schedule taking into account reasonable input of WAH. In addition to the community policing services, the City will make WPD Officers available for training provided through WAH that applies to community policing services and the activities of WAH for up to 50 hours during the term of this Agreement. The City also agrees to provide ALICE training to WAH employees upon WAH's request. The parties agree that aside from the compensation contemplated below, they will not charge each other for training or training expenses under this Agreement.

3. Standards and Qualifications for Services. The services to be provided by the City under this Agreement will be performed through WPD and its Officers. The parties agree that WPD will be responsible for designating Officers to provide services under this Agreement, provided that WPD will comply with reasonable requests from WAH to remove a particular Officer from providing services. The City represents and agrees that all Officers assigned to perform services under this Agreement will be properly trained and qualified and will provide the services in a safe and effective manner in compliance with applicable laws and professional standards. The City further agrees that it and WPD are responsible for setting standards related to the Officers' performance of services hereunder, including any standards related to engaging potential suspects or intervening in any potential crime or threat, and that WAH is relying on the City and WPD's expertise in performing such services.

4. Compensation. In consideration of the services provided by the City through WPD and its Officers, WAH will pay the City total compensation of $120,076.32, with such amount being paid in four separate equal installments of $30,019.08 on the following dates: November 15, 2023, February 15, 2024, September 1, 2024 February 15, 2025. The parties agree that the compensation to be provided under this Agreement was set in advance, is consistent with fair market value, and was negotiated at arms- length. If the Agreement is terminated early, the parties agree that compensation will be pro-rated based on the number of days of services provided and that compensation may be adjusted or reimbursement required as necessary based on the termination date.

5. Reporting and Annual Meeting. Upon request by WAH, which will be no more than quarterly, the City will provide WAH with a report identifying the community policing activities and/or training services provided by Officers and time spent on the same. The parties agree to meet at least one time during the term of this Agreement to discuss the services provided, progress, and outcomes.

6. Mutual Duty of Cooperation. In the event an incident requiring Officer intervention occurs involving WAH or related to the services provided under this Agreement, the parties agree to cooperate with regard to making any public statement or response and as is reasonable and necessary related to any investigation or litigation involving the same, as applicable.

7. Insurance. The City and WPD understand and agree that WPD and its Officers are not employees of WAH and are not eligible for any insurance coverage through WAH, including worker's compensation. During the term of this Agreement, including all renewal terms, the City or WPD, as applicable, will obtain and maintain general liability insurance, statutory workers' compensation insurance, and professional liability insurance in amounts consistent with those that are standard in the area and that will apply to services rendered under this Agreement. The City agrees that it will provide evidence of such insurance to WAH upon request and that it will notify WAH prior to any cancellation or termination of such coverage.

8. Independent Contractor. The parties agree the services to be rendered by the City through WPD and its Officers under the terms of this Agreement are the services of an independent contractor and nothing under this Agreement is intended nor shall be construed to create between WAH and the City or WPD and its Officers an employment relationship. Further, nothing in this Agreement is intended, nor may it be construed, to allow WAH to exercise control or direction

over the manner or method by which the WPD Officers provide services under this Agreement, provided that such services are rendered in a professional and competent manner in compliance with applicable laws and professional standards. The parties specifically acknowledge and agree that the City or WPD will be solely responsible for all matters relating to the payment of applicable distributions, wages, salaries, compensation, benefits, penalties, fees, contributions to insurance, pension, or other deferred compensation plans, licensing and regulation fees, and the filing of all required documents, forms and returns pertinent to any of the foregoing, with respect to its Officers who provide services under this Agreement.

9. Medicare Access. In accordance with 42 U.S.C. §1395x(v)(I)(i) & (ii), until the expiration of four (4) years after the furnishing of services under this Agreement, the City shall make available, upon written request by the Secretary, U.S. Department of Health and Human Services or upon request by the U.S. Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records of the City that are necessary to certify the nature and extent of costs of any agreement between the City and WAH. In the event of a request for access under the cited provisions, the City agrees to notify WAH immediately and to consult with WAH regarding what response will be made to the request. The provisions relating to the retention and production of documents set forth herein is included because of the possible application of Section 1861(v)(1)(i) of the Social Security Act to such agreements or contracts between the City and WAH, and if this Section should be found to be inapplicable, then these clauses shall be deemed to be inoperative and without force and effect.

10. Indemnification. The City agrees to indemnify and hold harmless WAH and its directors, officers, agents, and employees, and to reimburse the same, for, from, and against any and all actions, claims, demands, suits, proceedings, damages, losses, liabilities, fines, penalties, costs and expenses (including attorneys' fees) related to or resulting from WPD or its Officers' performance of the services under this Agreement, except to the extent any such claims arise out of the negligence or willful misconduct of WAH, its contractors, or employees.

11. Amendment and Assignment. This Agreement may only be amended or assigned by written agreement of both parties.

12. Governing Law. All duties, obligations and rights under this Agreement shall be governed by the laws of the State of Minnesota, with venue in the county where WAH is located.

13. Entire Agreement. This Agreement is intended to be the full expression of the parties' agreement with respect to the subject matter hereof. It supersedes any prior agreement or understanding between them. Both parties acknowledge any statements or documents not specifically referenced and made part of the Agreement shall not have any effectiveness.

14. Strict Performance. No failure by either party to insist upon the strict performance of any term or condition of this Agreement or to exercise a right or remedy will constitute a waiver. No waiver of any breach will affect or alter this Agreement, but each and every condition, agreement and term of this Agreement will continue in full force and effect with respect to any other existing or subsequent breach.

15. Severability. In the event any part or parts of this Agreement shall be deemed unenforceable by a court of law, the remainder of this Agreement shall continue in full force and effect.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which together shall constitute but one and the same instrument.

17. Headings. The headings contained in the Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Warranty of Authority. Both parties represent and warrant that they have the full power and authority to enter into this Agreement, and that, upon execution of this Agreement, this Agreement shall become a binding obligation of the party enforceable against the party in accordance with its terms and applicable law.

IN WITNESS WHEREOF, the parties agree to be bound to the above terms and conditions by signing below.

| | |
|---|---|
| **CITY OF WINDOM** | **WINDOM AREA HEALTH** |
| ______________________________ | ______________________________ |
| Its: | Its: |
| Date: _________________________ | Date: _________________________ |

**TERMINATION AGREEMENT AND MUTUAL RELEASE**

This Termination Agreement and Mutual Release (this "Agreement") is entered into as of October 17, 2023, by and between the City of Windom ("City"), and Southwest West Central Service Cooperative ("Cooperative"). The City and the Cooperative are collectively referred to herein as the "Parties," and individually as a "Party."

**RECITALS**

**WHEREAS**, the Parties entered into a Community Policing Pilot Program Agreement on or about August 21, 2019, which was purportedly ratified and renewed for subsequent school years, including for the 2023-2024 school year (collectively the "Pilot Program"); and

**WHEREAS**, the Parties disagree as to the interpretation of certain terms and obligations set forth in the Pilot Program; and

**WHEREAS**, the Parties desire to conclude any contractual relationship created by the Pilot Program on a mutually agreeable basis.

**AGREEMENTS**

**NOW, THEREFORE**, in consideration of the above and the mutual promises, covenants, and provisions contained in this Agreement, including the payment of certain monetary sums and the relinquishment of certain legal rights, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals are Material Terms**. The above-referenced recitals are material terms to this Agreement and are incorporated herein by reference for all purposes.

2. **Buy-Out to Terminate Pilot Program**. By executing this Agreement, the Parties agree that the Pilot Program is terminated effective as of the date that the agreement is fully executed. The Cooperative hereby agrees to pay to the City fourteen thousand Dollars ($14,000.00) as satisfaction in full of all amounts owned, or to be owed, to the City by Cooperative under the Pilot Program. The City agrees to accept the amount as full satisfaction of any and all amounts owned, or to be owed, by the Cooperative to the City under the Pilot Program, including any previous contracts regarding the Pilot Program. The Cooperative will make this payment by January 31, 2024.

3. **Mutual Release of Claims.**

A. To the extent allowable by Minnesota law, the City releases and forever discharges the Cooperative, including its members, directors, officers, employees, agents, successors and assigns, and any person acting or claiming to act on its behalf, from any and all claims, demands, causes of action (including negligence), and liabilities of any kind and nature which the City ever had, now has, or will have, arising out of or relating to the Pilot Program.

B. To the extent allowable by Minnesota law, the Cooperative releases and forever discharges the City and its officers, employees, agents, successors and assigns, and any person acting or claiming to act on its behalf from any and all claims, demands, causes of action (including negligence), and liabilities of any kind and nature which the Cooperative ever had, now has, or will have, arising out of or relating to the Pilot Program.

C. By signing this Agreement, the Parties do not waive or release their right to assert claims arising out of the breach of this Agreement by any Party thereto.

4. **Non-Admission**. This Agreement is a compromise regarding the terms of the Pilot Program, and no Party's willingness to enter into this Agreement, nor any terms hereof, shall be regarded or construed to be an admission of liability or of merit to another Party's position regarding any possible claims or defenses.

5. **Return of Property**. The City agrees to return any keys and any other item belonging to the Cooperative that the City obtained in connection with the Pilot Program.

6. **Compliance with Data Privacy and Records Retention Laws**. The Parties agree that the City and the Cooperative are bound by the Minnesota Government Data Practices Act ("MGDPA"), the Minnesota Records Retention Act and other applicable law. The City agrees that its agents had access to data subject to the MGDPA and other applicable laws during the term of the Pilot Program, including but not limited to, "educational data" regarding Cooperative students. The City agrees to the maintain and disclose such data only in conformity with the MGDPA and other applicable laws. The City further agrees to return such data to the Cooperative within thirty (30) days of executing this Agreement.

7. **Integrated Agreement**. This Agreement contains the entire agreement between the Parties regarding the matters covered and supersedes and merges all prior and

contemporaneous agreements and discussions between the Parties. The terms of this Agreement are entitled to be contractual and not mere recitals.

8. **Amendments**. This Agreement may not be amended except by written amendment executed by all Parties.

9. **Severability**. If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any of the Parties hereto.

10. **Equal Drafting**. This Agreement will be construed to have been drafted equally by the parties.

11. **No Waiver of Failure to Enforce**. Any failure to enforce at any time any term or condition of this Agreement shall not be considered a waiver of the right thereafter to enforce each and every term and condition of this Agreement.

12. **Attorney's Fees, Costs, and Expenses**. The Parties agree to bear their own respective costs incurred with this matter, including, without limitation, all attorneys' fees and other expenses related to the resolution hereof.

13. **Successors and Assigns**. This Agreement, and the terms and conditions hereof, shall bind and inure to the benefit of the respective successors, executors, administrators, personal representatives, heirs and assigns of each Party.

14. **Representation of Authority to Sign**. Each signatory to this Agreement who signs in a representative capacity warrants and represents that he or she is duly authorized to act for the Party for which such person executes this Agreement. Execution of this Agreement binds those represented persons and entities to the terms of this Agreement.

15. **Governing Law and Jurisdiction**. This Agreement is entered into and shall be governed, interpreted, and enforced in accordance with the applicable laws of the State of Minnesota, without giving effect to any conflict of laws principles thereof. The Parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.

16. **Counterparts and Electronic Signatures**. The Parties agree that this instrument may be signed in any number of counterparts, each of which will constitute an original, and that an electronic PDF transmission of any signature of any Party will

be deemed as enforceable and effective as an original signature. All such counterparts together will constitute one and the same instrument.

**IN WITNESS, WHEREOF, the Parties acknowledge that they have read this Agreement, have had the opportunity to consult with legal counsel regarding this Agreement, and, by signing, hereby affirm that they fully understand its terms and applications, and voluntarily intend to be bound by the same.**

| **CITY OF WINDOM** | **SOUTHWEST WEST CENTRAL SERVICE COOPERATIVE** |
|---|---|
| ______________________________ | ______________________________ |
| Its:___________________________ | Board Chair |
| Date:_________________________ | Date:_________________________ |
| ______________________________ | ______________________________ |
| Its:___________________________ | Board Clerk |
| Date:_________________________ | Date:_________________________ |

## WINDOM POLICE DEPARTMENT

## NUMBER OF CALLS: 2017 - 2023

| | | |
|---|---|---|
| Windom Area Health | - | 120 |
| Hy-Life | - | 40 |
| Toro | - | 27 |
| Phat Pheasant | - | 12 |
| Duffy's | - | 5 |
| Kwik Trip (Only since 2022) | - | 10 |

ALC School Calls for School years: 152

2016 (Sept.) - 2023

## 2016-2024 SCHOOL YEARS

## RED ROCK RIDGE ALTERNATIVE LEARNING CENTER

## # OF CALLS

| | | |
|---|---|---|
| 2016-2017 SCHOOL YEAR | - | 21 |
| 2017-2018 SCHOOL YEAR | - | 40 |
| 2018-2019 SCHOOL YEAR | - | 29 |
| 2019-2020 SCHOOL YEAR | - | 21 |
| 2020-2021 SCHOOL YEAR | - | 2 |
| 2021-2022 SCHOOL YEAR | - | 13 |
| 2022-2023 SCHOOL YEAR | - | 24 |
| 2023-2024 SCHOOL YEAR | - | 1 |

(As of 10/02/23)

**(Calls consist of Disturbances, Juvenile Nuisance, Disorderly Conduct, Assaults, Terroristic Threats, Damage to Property, Harassment, Runaways, Truancy, Tobacco and Liquor Violations, Drug Violations and other Miscellaneous calls.)**

# 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:** Ben Derickson, Fire Chief
**DATE:** October 13, 2023
**RE:** DNR Grant
**DEPT:** Fire
**CONTACT:** Ben Derickson, Fire Chief: WFD55@WINDOMMN.COM

**Recommendations/Options/Action Requested**

Staff recommends that the City Council take the following action:

1. Authorization to sign a grant agreement with the Minnesota Department of Natural Resources (DNR).

**Issue Summary/Background**

The Windom Fire Department applied for a grant through the Minnesota DNR for some new hose. This is a 50/50 grant with the match to be provided by the Windom Fire Relief Association.

**Fiscal Impact**

The cost of the new hose is approximately $5,200 of which $2,600 is covered by the Minnesota DNR grant. The Windom Fire Relief Association will donate the matching $2,600 plus any additional cost for shipping to the City when the final amount is established.

**Attachments**

1. Grant Agreement between the Minnesota DNR and City of Windom.

Vendor No.0000195430-2 | Contract No. 237541 PO No.241119 | 3000/R29337VH/R293211

# STATE OF MINNESOTA
# GRANT AGREEMENT
# Federal Sub-Award Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("State") and WINDOM FIRE DEPT, MZCMGMRBJZZ6, PO BOX 38, WINDOM, MN, 56101- ("Grantee").

## Recitals

1. Under the State and Private Cooperative Fire Assistance program, USDA Forest Service, CFDA #10.698, Grant #23-DG-11094200-332, the State received a federal award of $1,356,564.00 on August 16, 2023, for the State and Volunteer Fire Capacity Includes Support for Great Lakes Forest Fire Compact. This project is not a research and development project.
2. Under the State and Volunteer Fire Capacity includes support for Great Lakes Forest Fire Compact and Minnesota Statutes sections 84.026 and 84.085, the State sub-awards $2600.00 to the Grantee, MZCMGMRBJZZ6 for the purpose of providing fire department assistance to suppress wildland fires.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

## Grant Agreement

**1. Term of Grant Agreement**

1.1. ***Effective date*:** October 04, 2023

1.2. This agreement becomes effective on October 09, 2023, or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statutes Section 16B.98, subdivision 5. Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.

1.3. ***Expiration date:*** June 01, 2024, or, until all obligations have been satisfactorily fulfilled, whichever occurs first. in the event this grant contract agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. The State is to be invoiced on or before June 15, 2024, or the contract will be canceled without further notification.

1.4. ***Survival of Terms:*** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 25 Additional Program Requirements.

1.5. ***Incur Expenses:*** This agreement becomes effective on September 22, 2023, or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

**2. Grantee's Duties**

The Grantee, who is not a state employee, will:

Complete work specified in Exhibit A: Project Proposal, which is attached and incorporated into this grant agreement.

Highest priority is indicated in the "Office Use Only box" of Exhibit A; however, any of the listed projects or a combination of the listed projects on Exhibit A, may also qualify for this grant with written approval from the State of Minnesota.

Ensure all equipment acquired through this grant must be used solely for prevention, suppression and control of fire. Report GPS locations of dry hydrants or water facilities constructed under this grant to Shelly Greniger, Rural Fire Programs Assistant, 402 Southeast Eleventh Street, Grand Rapids, Minnesota 55744, or his/her successor.

See Federal Award letter, 23-DG-11094200-332, which is incorporated and made a part of this agreement.

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

**3. Time**

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

**4. Consideration and Payment**

4.1. ***Consideration***. Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. ***Compensation.*** Compensation in an amount not to exceed **$2600.00**, based on the following computation: See Attachment A

4.1.2. ***Matching Requirements.*** Grantee certifies that the following matching requirement for the grant will be met by WINDOM FIRE DEPT. The total project cost is $5,200.00 Grantee agrees to match at least 50% of the total is project cost.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: **$2600.00.**

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. ***Payment.***
The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis and will** promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion by June 01, 2024.

4.2.1. ***Federal funds.*** Payments under this grant agreement will be made from federal funds obtained by the State through the State and Private Cooperative Fire Program, CFDA #10.698, 22-DG-11094200-154, of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

**5. Conditions of Payment**
All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

**6. Authorized Representative**
The State's Authorized Representative is Shelly Greniger, Rural Fire, 402 SE 11th Street, Grand Rapids, MN 55744, (218) 322-2692, shelly.greniger@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or his/her designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is BEN DERICKSON, CHIEF, PO BOX 38, (507) 920-9003, wfd55@windommn.com, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

**7. Assignment, Amendments, Waiver, and Grant Agreement Complete**

7.1. ***Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2. ***Amendments.*** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3. ***Waiver.*** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7.4. ***Grant Agreement Complete.*** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

**8. Subcontractors, Contracting, and Bidding Requirements**

8.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.317 and 200.322 (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.

8.2 Per Minnesota Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

If the amount of the contract is estimated to exceed $100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.
8.2.1 If the amount of the contract is estimated to exceed $25,000, but not $100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2, and paragraph c.
8.2.2 If the amount of the contract is estimated to be $10,000-25,000 ($2,000 for acquisitions of construction that are subject to the Davis-Bacon Act and $2,500 for the acquisition of services subject to the Service Contract Act) the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.
8.2.3 Any services and/or materials that are expected to cost less than $10,000 (see 8.2.2 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320. The Grantee must make an effort to equitably distribute these purchases.
8.2.4 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable
8.2.5 For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minnesota Statue 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

8.3 Nongovernmental organizations must follow the below requirements.
8.3.1 Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.
8.3.2 Any services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
8.3.3 Any services and/or materials that are expected to cost between $10,000 and $24,999 ($2,000 for acquisitions of construction that are subject to the Davis-Bacon Act and $2,500 for the acquisition of services subject to the Service Contract Act) must be competitively awarded based on a minimum of two (2) verbal quotes or bids.
8.3.4 Any services and/or materials that are expected to cost less than $10,000 (see 8.3.3 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320.
8.3.5 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
8.3.6 For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minnesota Statue 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

**9. Liability**

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

**10. Audits (State and Single)**

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.337, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the Commissioner of

Administration, by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend $750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is $750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

**11. Government Data Practices and Intellectual Property**

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

11.2 ***Intellectual Property Rights (if applicable).***

11.2.1. ***Intellectual Property Rights.*** The State owns any intellectual property developed with these funds. The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in 2 CFR 200.315.

11.2.2 ***Obligations.***

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

(B) *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

**12. Workers' Compensation**

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

**13. Endorsement**

The Grantee must not claim that the State endorses its products or services, and the Grantee must adhere to the terms of 2 CFR 200.315.

**14. Governing Law, Jurisdiction, and Venue**

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

**15. Termination**

15.1 (a) ***Termination by the State***

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b)***Termination by The Commissioner of Administration***

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

15.2 ***Termination for Cause***

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3 ***Termination for Insufficient Funding***

The State may immediately terminate this grant contract agreement if:

***(a)*** Funding for Grant No. ***23-DG-11094200-332*** is withdrawn by the ***USDA Forest Service.***

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

**16. Data Disclosure**

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

**17. American Disabilities Act**

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

**18. Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
e) Any other applicable non-discrimination law(s).

**19. Reporting Requirements**

The Grantee is bound to financial and performance reporting requirements as noted in the federal award letter, #22-DG-11094200-154.

**20. Monitoring**

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over $50,000 will be conducted and at least annual monitoring visits on grants of over $250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

**21. Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

**22. Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: *Link to December 2014 version*.

**23. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

23.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

23.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**24. Byrd Anti-Lobbying Amendment Certification and Disclosure: (If applicable)**

24.1 The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

24.2 The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in 2 CFR 200.450.

24.3 If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

**25. Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

**26. Additional Program Requirements**

The grantee must comply with **(insert additional program requirements, state and federal law requirements, requirements of the award, etc.)** as well as the terms and conditions for closeout of the sub-award.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Statutes* 16A.15 and 16B.98.

DocuSigned by:
Signed: Shelly Greniger
DF4E76A902B344B...

Date: October 5, 2023

SWIFT Contract/PO No.: 237541/ 241119

**2. GRANTEE**

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

By: ______

Title: Fire Chief

Date: ______

**3. STATE AGENCY**

By: ______
(with delegated authority)

Title: ______

Date: ______

By: ______

Title: ______

Date: ______

# VOLUNTEER FIRE ASSISTANCE (VFA) MATCHING GRANT PROPOSAL

Complete Mail or email to:

Rural Fire Grant Project Proposal
MN Interagency Fire Center
402 SE 11th Street
Grand Rapids, Minnesota 55744
VFAGrants.dnr@state.mn.us

Exhibit A

RECEIVED

APPROVED

## ➔ POSTMARKED NO LATER THAN............... July 1, 2023

| | |
|---|---|
| **Fire Department:** Windom Fire Department | **Name & Title of person filling out form:** Ben Derickson/ Fire Chief |
| **Official FD Mailing Address:** Windom Fire Department 444 9th Street | **Telephone:** Day:507-832-8688<br>Cell:507-920-9003<br>Fire Hall:507-832-8688 |
| **City, State, Zip:** Windom, MN. 56101 | **FD e-mail: (Required)** Wfd55@windommn.com |

1. Population directly benefiting from the project: __6256______________
2. Fire Department's protection area (square miles): _____217__________________
3. Number of fire incidents for the previous year: wildland _7____ structural __15____ other__57__
4. Fill in the estimated total cost of the project(s) and the Grand total the dollar amount requested.

| | | | |
|---|---|---|---|
| $ | Wildland Personal Protective Equipment | $ | Structural Turnout Gear |
| $ | Excess Property Equipment Conversion | $ | Radios/Pagers |
| $ | Wildland Equipment | $ | Breathing Apparatus |
| $5200.00 | Water Movement Items (LDH Hose) | $ | Safety Equipment |
| $ | Other Miscellaneous Projects (Describe) | $ | Water Storage System |
| | | | |
| **Grand Total Dollars Requested $5200.00** | | | |

**Fire Department Chief's Signature:** ______________ **Date:** 5-27-2023

**OFFICE USE ONLY:**

**GRANT APPROVED UP TO $** 2,600.00 **PRIORITY IS FOR** Water Movement Items

**APPROVAL/DATE:** 10/4/2023 **CONTRACT NUMBER** 237541

**Modified Project:** ______________________ **Approval/date:** ______________

DEPARTMENT OF NATURAL RESOURCES

# Minnesota Department of Natural Resources

*Conflict of Interest Disclosure*

***Conflict of Interest:***

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

***Actual Conflict of Interest:***

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

***Potential Conflict of Interest:***

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

***Organizational Conflict of Interest:***

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

**This section to be completed by Grantee's Authorized Representative (AR):**

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

☒ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: Ben Derickson Date: ____________

Grantee AR's Signature: ______________________________

Organization Name: Windom Fire Department

Project Name: LDH Hose

Legal Citation: ML_____, Chapter _____, Article ___, Section ___, Subdivision ____

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State AR's Printed Name: ______________________________ Date: ____________

State AR's Signature: ______________________________

# 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:** Jon Ketzenberg, Street and Parks Superintendent
**DATE:** **October 2, 2023**
**RE:** Street Closure on the square
**DEPT:** Street & Parks Department
**CONTACT:** Jon.ketzenberg@windommn.com

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**Recommendations/Options/Action Requested:**
The Windom Chamber has requested that the city close 3$^{rd}$ Avenue between 9$^{th}$ Street & 10$^{th}$ Street, 4$^{th}$ Avenue between 9$^{th}$ street & 10$^{th}$ street & 9$^{th}$ Street between 3$^{rd}$ & 4$^{th}$ Ave from 4:00 pm to 7:15 pm on Thursday, October 26$^{th}$, 2023. The Street Superintendent and Police Chief both approve of the street closure.

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**Issue Summary/Background:**
The Chamber membership and interested groups & organizations will be setting up booths around the downtown square to provide a safe place for Trick or Treaters. The Street Department will bring barricades up for them and pick them up.

---

**Fiscal Impact:**
None.

---

**Attachments**
None.

# WINDOM CHAMBER

PROMOTE · UNITE · DEVELOP

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

October 2, 2023

RE: Spooktacular Square

The Windom Chamber is requesting the following street closures:

Thursday, October 26, 2023- 3rd Avenue between 9th Street and 10th Street
4th Avenue between 9th Street and 10th Street
9th Street between 3rd and 4th Ave
This is around the square and would be from 4 p.m. to 7:15 p.m.

The Chamber membership and interested groups & organizations will be setting up booths around the downtown square to provide a safe place for trick or treaters.

Thank you,
Emily Cenzano
Executive Director

# 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:** 10/12/23
**RE:** Community Center : On-Call Bartender
**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 Connie Lubben for the position of on-call bartender at the wage of 12.00 per hour.

**Issue Summary/Background**

The Community Center is in need of bartenders for the remainder of 2023 and possibly into 2024 due to 3 bartenders having surgeries at the present time. Connie has extensive experience as a bartender and is looking to fill in as needed at the Community Center. She has already completed MLBA training for bartenders and will be an excellent addition to the bartender staff.

**Fiscal Impact**

The Community Center has budgeted hours for these bartending part time positions.

**Attachments**

1. No attachments

# 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:** 10/13/23
**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 Matthew Voehl 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. Matthew 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

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:** 10/04/2023

**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:**

1. Add 2.5" of closed cell polyurethane spray foam to existing exterior walls in showroom area.

| | | |
|---|---|---|
| Sub Quote: | ADD | $4,997.00 |
| Margin | (6%) | $ 300.00 |
| Total CO Request #1 | | $5,297.00 |

Accepted: ____________________ Not Accepted: ____________________

2. Change wall insulation in new addition from R-21 fiberglass batt insulation to 3" closed cell polyurethane spray foam (R-21) insulation.

| | | |
|---|---|---|
| Sub Quote: | ADD | $3,693.00 |
| Margin | (6%) | $ 222.00 |
| Total CO Request #2 | | $3,915.00 |

Accepted: ____________________ Not Accepted: ____________________

**** Attic insulation to remain R-49 fiberglass loose-fill blow-in ****

# Action Memo

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

**TO:** City Council
**FROM:** John Nelson, Manager, River Bend Liquor
**DATE:** August 31, 2023
**RE:** Liquor Store – North Sidewalk Replacement
**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 the low quote from Sussner Construction of $7,825.00 to remove and replace the sidewalk & apron in front of the liquor store along with the alternative of $2,650.00 to include the remaining 40 feet of sidewalk.

## Issue Summary/Background

Staff has noticed that there has been some safety issues with the current apron and sidewalk in front of the liquor store. There are some lips that create tripping hazards; some of these lips are as big as 1.5". In the past, we have looked at grinding down to repair the issue, but the costs were just as high as replacement. Last year a quote was received to replace the area in front of the store, but was delayed due to the possible construction of a vestibule at the front entrance of the store. Other areas of the sidewalk are crumbling from years of snow removal and use of ice melt.

After the liquor store expansion/remodel project was awarded to Sussner Construction, with no vestibule construction, it was determined to quote the sidewalk replacement again. Two quotes were received, we also talked to a third local contractor but they were not interested in the job. The two quotes we received are below:

| | Sussner Construction | Barnett Pro Care |
|---|---|---|
| **Base Bid** | $7,825.00 | $8,300 |
| **Alternative** | $2,650.00 | Did not bid |
| **Total** | **$10,475.00** | **$8,300** |

It is the recommendation by the liquor commission to accept the low quote from Sussner Construction with alternative for $10,475.00

## Fiscal Impact

This project will likely be done in spring of 2024 out of our repairs and maintenance budget.

## Attachments

1. Sussner Construction – RBL North Sidewalk Replacement Quote

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

# PROPOSAL AND AGREEMENT

DATE: October 3, 2023

TO: River Bend Liquor
575 2nd Avenue
Windom, MN 56101
Attn: John Nelson - Manager

JOB: Remove and replace 375 sf. of sidewalk and 215 sf. of apron in front of the liquor store.

EXTENT OF WORK:
We propose to furnish labor, materials, sales tax and equipment to complete the replacement of 375 sf. of sidewalk and 215 sf. of apron in front of the liquor store, all in accordance with the following extent of work.

DEMOLITION
Remove 65'x5'x4" thick sidewalk on the north end of the building.
Remove a 11'x19'-6" section of 4" thick apron at the main entrance.

CONCRETE
Form and pour 65' of 5' wide by 4" thick sidewalk with 4,000 psi concrete, light broomed finish, sawn control joints and sealed.
Form and pour 11'x19'-6"x4" thick apron with 4,000 psi concrete, light broomed finish, sawn control joints and sealed.

WORK NOT INCLUDED
Asphalt patching at sidewalk edge
Cold weather concrete

PRICE AND TERMS:
We propose to do this extent of work for the sum of seven thousand eight hundred twenty-five dollars $ 7,825.00. Payment to be monthly progress payments, due net 30.

ALTERNATE
Add to the base bid above $ 2,650.00 to include the last 40' of 5'x4" thick sidewalk to the east.

ACCEPTED: ______________ NOT ACCEPTED: ________________

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

Owner to carry All-Risk Builders Risk insurance. Sussner Construction, Inc. to maintain general liability, auto and worker's compensation insurance. Hazardous material testing of existing buildings is not included, and is the owner's responsibility.

Signature: Kevin L. Kurth

Kevin L. Kurth

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL AND AGREEMENT:
The above extent of work, price and terms are hereby accepted. You are authorized to proceed with the work.

Signature: ______________________

______________________

______________________

# Action Memo

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

**TO:** City Council
**FROM:** John Nelson, Manager, River Bend Liquor
**DATE:** August 10, 2023
**RE:** THC Sales at the Liquor Store
**DEPT:** Liquor Store
**CONTACT:** John Nelson Email: John.Nelson@windommn.com Phone: (507) 831-6132

**Recommendations/Options/Action Requested**

The Liquor Committee recommends following MN State Statute 340A.412, subdivision 14, as amended by 2023 Chapter 63, Article 6, Section 52.

**Issue Summary/Background**

At the October 3, 2023 Windom City Council Meeting, the liquor commission was directed by the Mayor Jones to review previous meeting minutes of the Windom City Council and have a recommendation to the city council on the sale of THC products at the Municipal Liquor Store.

Minutes were reviewed by staff from the June 6, 2023 & June 20, 2023 council meeting on THC discussion. There was no previous decisions made on what the Municipal Liquor Store could or could not sell for THC products. On June 6th it was mentioned by Council Member Quade that "Maybe THC beverages would be sold at the liquor store and products in bars or other stores like where cigarettes are sold." On June 20th, it was noted that "Jones said that with THC infused beverages he is okay with those being licensed and wanted to know if the Council wanted to limit licenses." Discussion then proceeded to what if the council took no action on licensing and let the City's moratorium expire on August 1st, and "Jones noted that then any retailer could sell THC products legalized by the State any time after that date. Motion by Quade second by Benson to take no municipal licensing action for THC or cannabis and let the local moratorium expire. Motion carried 5 – 0.

A liquor commission meeting was held on October 11. During this meeting, the store was toured to show the commission what THC products we are currently selling, how they are displayed, and where in the store they are displayed. We also reviewed a recent MMBA THC sales survey in which there were 41 total responses. Of the 41 responses, 18 are currently NOT selling THC Products. Of the 18, 3 are planning to begin selling them soon; 14 do not have council approval or there is a current moratorium in place, and 1 is a combination store and their insurance will not allow it. There were 23 that responded that YES they are selling THC products. Of the 23, 9 are currently only selling THC beverages, but two of them plan to add edibles soon, while 14 of them are selling both beverages and edibles. We also reviewed what two local regional stores are doing for THC Sales, they are as follows:

| | Tracy, MN | Marshal MN |
|---|---|---|
| **July** | **$1,395** | **$3,300** |
| **August** | **$2,071** | **$13,500** |
| **September** | **$1,306** | **$17,000** |

## Fiscal Impact

By following the liquor commission recommendation, you are allowing the Municipal liquor store to sell THC products that will produce revenue sales for their budget.

## Attachments

1. MN State Statute 340A.412, subdivision 14.

**Sec. 52. Minnesota Statutes 2022, section 340A.412, subdivision 14, is amended to read:**

**Subd. 14. Exclusive liquor stores.** (a) Except as otherwise provided in this subdivision, an exclusive liquor store may sell only the following items:

(1) alcoholic beverages;

(2) tobacco products;

(3) ice;

(4) beverages, either liquid or powder, specifically designated for mixing with intoxicating liquor;

(5) soft drinks;

(6) liqueur-filled candies;

(7) food products that contain more than one-half of one percent alcohol by volume;

(8) cork extraction devices;

(9) books and videos on the use of alcoholic beverages;

(10) magazines and other publications published primarily for information and education on alcoholic beverages;

(11) multiple-use bags designed to carry purchased items;

(12) devices designed to ensure safe storage and monitoring of alcohol in the home, to prevent access by underage drinkers;

(13) home brewing equipment;

(14) clothing marked with the specific name, brand, or identifying logo of the exclusive liquor store, and bearing no other name, brand, or identifying logo;

(15) citrus fruit; ~~and~~

(16) glassware~~.~~;

(17) lower-potency hemp edibles as defined in section 342.01, subdivision 50; and

(18) products that detect the presence of fentanyl or a fentanyl analog.